

# EXHIBIT 5

# EXHIBIT 5

# C4 WORLDWIDE

THIS JOINT VENTURE AGREEMENT (the "Agreement"), made and entered into as of this 3<sup>rd</sup> 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., HumanLend, LLC, and First Select Commercial Lending Corporation, hereinafter collectively referred to as "NHCOP"), in which the aforementioned parties named herein this agreement, shall be hereinafter collectively referred to as "JVP"

## ARTICLE I

### GENERAL PROVISIONS

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

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

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

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

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

## ARTICLE II

### GENERAL DEFINITIONS

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

# **C4 WORLDWIDE**

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

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

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

## **ARTICLE III**

### **OBLIGATIONS OF THE JOINT VENTURERS**

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

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

## **ARTICLE IV**

### **CMO 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 (\$200,000,000 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.

# **C4 WORLDWIDE**

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.



# **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.

# **C4 WORLDWIDE**

(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

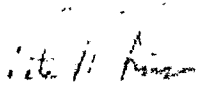
**10.08 Applicable Law and Venue.** This Agreement shall be construed and enforced under the laws of the State of California

# 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

[ ]

# **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)**

# 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 8<sup>th</sup>, 2009 between C4 WorldWide, Inc. (hereinafter "C4WW") and the New Hope Capital Foundation, Inc. (and affiliated partners: New Capital Opportunity Advisors, LLC, Aesteem Institute, Inc, Humanilend, LLC and First Select Commercial Lending Corporation, hereinafter "NHCF"); the two Parties named herein this agreement

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

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

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

IN WITNESS WHEREOF, I have executed my name as Secretary of the Corporation this 8<sup>th</sup> day of December 2009.

ATTEST

Richard Price, Secretary and CFO of the Corporation

DR Rawson, Chairman & CEO

# **C4 WORLDWIDE**

*Exhibit C*  
IVP Corporate Resolution (if required)

# **C4 WORLDWIDE**

## **Exhibit D**

**Promissory Note between JVP and C4WW dated December 8<sup>th</sup>, 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](http://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.**

Page 1 of 1

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.

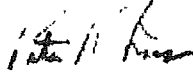


# **C4 WORLDWIDE**

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 20.00 %, 12.00 %, 6.00 %, 24.00 %, and 38.00 % respectively of Net Proceeds as defined in paragraph 4.05 as the parties are listed per this Irrevocable Master Proceeds Distribution Agreement (IMPD) below. CONTRACT Amount: \$ 3,350,000.00 (USD) (Three Million Three Hundred Fifty Thousand Dollars (USD)). I, Peter R. Lazzari, President and Chairman of the Board, New Hope Capital Foundation, Inc. Passport No. [REDACTED], and authorized signatory hereby, with full legal responsibility, under PENALTY OF PERJURY of law, issue this Irrevocable Master Proceeds Distribution Agreement (IMPD) (Disbursement Instrument/Payment Order) to the Paymasters named herein the agreement for the distribution of proceeds in connection with the investment of a qualifying Investment Instrument into a licensed Trading program of an amount up to \$ 1,000,000.00 (USD) (One Million Dollars (USD)) in an Asset as agreed to with the full consent of the parties to this agreement.

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

[REDACTED]		
NEW HOPE CAPITAL FOUNDATION, INC.	Name of Company	New Hope Capital Foundation, Inc.
28980 US Highway 19 North	Name of Bank	Colonial Bank (BB & T)
Suite 103	Name of Bank	
Clearwater, Florida 33761	Address of Bank	4815 Tampa Road Oldsmar, Florida 34677
(727) 771-7000 or (727) 638-0754	Bank Telephone #	813-855-9680
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	063001319
	Swift Code Number	BRSUTS33
	Bank Account Number	[REDACTED] 8820
	Bank Officer Name and Title	Trisha Krager/VP
	Beneficiary Name	Linda L. Lazzari - 50 %; Allison L. Kendel - 25 %; Allison R. Kendel - 25 %

# 4 WORLDWIDE

<b>NEW CAPITAL OPPORTUNITY ADVISORS, LLC</b>		
<b>20800 US Highway 19 North Suite 103</b>	Name of Company	New Capital Opportunity Advisors, LLC
<b>Clearwater, Florida 34621</b>	Name of Bank	Colonial Bank (SB & T)
<b>Office: 727-771-7700 or 727-558-4554</b>	Address of Bank	4010 Tampa Road Clearwater, FL 34677
<b>Peter R. Lazzari, Managing Member</b>	Bank Telephone Number	813-885-8000
	Account Signatory	Peter R. Lazzari or Clifford Kendal
	Bank Fax	813-885-8272
	Bank ABA Number	002001310
	Swift Code Number	BRBTUS33
	Bank Account Number	██████████
	Bank Officer Name and Title	Trisha Kruger Vice President
	Beneficiary Name	Linda L. Lazzari - 50 %; Allison L. Kendal - 25 %; Allison R. Kendal - 25 %

# 4 WORLDWIDE

Name of Company		
HUMANLEND, LLC		
Name of Bank		
M & T BANK		
Name of Bank		
Address of Bank		
10101 Hull Street Rd. Richmond, VA 23236		
Bank Telephone Number		
804-276-1040 - Beth Shaw 804-754-4801 - Jim Salley		
Account Signatory		
James J. Watt		
Bank Fax		
804-276-1594		
Bank ABA Number		
052000113		
Swift Code Number		
MANTUS - 33		
Bank Account Number		
[REDACTED]		
Bank Officer Name and Title		
Beth Shaw - Branch Manager Jim Salley - Business Banker		
Beneficiary Name:		
James A. Watt		

# 4 WORLDWIDE

<b>AESTEEM INSTITUTE, INC</b>	Name of Company	<b>Seminary Covenant Community</b> <b>1773 Pinewood Rd</b> <b>Melbourne, FL 32934</b> <b>(Trustee for Aesteem Account)</b>
<b>3415 Savannah's Trail</b>	Name of Bank	<b>BB&amp;T, Sunree Branch</b>
<b>Meritt Island, FL 32953</b>	Name of Bank	
<b>(804) 380-3075 or</b> <b>(321) 454-4867</b>	Address of Bank	<b>6430 NORTH WICKHAM ROAD</b> <b>MELBOURNE, FL 32940-2012</b>
<b>James J. Watt</b>	Bank Telephone Number	<b>Phone: (321)255-3300</b>
<b>Member, Board of Directors</b>	Account Signatory	<b>Paul Rosbury &amp; James J. Watt</b> <b>(Seminary CC) and</b> <b>James J. Watt (Aesteem)</b>
	Bank Fax	<b>Fax: (321)757-6913</b>
	Bank ABA Number	<b>263191387</b>
	Swift Code Number	<b>BBBTUS-33</b>
	Bank Account Number	<b>7023</b>
	Bank Officer Name and Title:	<b>Jason Custer - Branch Manager</b> <b>Cory Price - Customer Relations</b>
	Beneficiary Name	<b>James A. Watt</b>

# 4 WORLDWIDE

<b>FIRST SELECT COMMERCIAL LENDING CORPORATION</b>	Name of Company	<b>FIRST SELECT COMMERCIAL LENDING CORPORATION</b>
7363 62 <sup>nd</sup> Avenue North	Name of Bank	<b>WACHOVIA BANK</b>
Pinellas Park, FL 33661	Name of Bank	
727-458-5003	Address of Bank	<b>8000 Winston Road</b>
Jack E. Campbell, Jr.	Bank Telephone Number	<b>727-458-5003</b>
President	Account Signatory	<b>Jack E. Campbell, Jr.</b>
	Bank Fax	<b>727-458-1748</b>
	Bank ABA Number	<b>03100021</b>
	Swift Code Number	<b>WACH33</b>
	Bank Account Number	<b>[REDACTED]</b>
	Bank Officer Name and Title	<b>Susan Nelson - Branch Contact</b>
	Beneficiary Name	<b>Constance Felapoulos</b>

**EXHIBIT 6**



135 Crossways Park Dr  
Woodbury, NY 11797  
516-386-1234  
www.Elnet.com

FINANCIAL SERVICES, INC

Member FINRA & SIPC

## ACCOUNT STATEMENT

PLTFS 1430

Period Ending -  
December 31, 2009  
Account Number: GCGL

Page 1 of 8  
3911



55087 01 08  
CA WORLDWIDE, INC  
ATTN: DR RAWSON &  
JEFFREY K CAIN  
110 SQUARE 8751 DEWEY DRIVE  
GARDEN GROVE CA 92841

### ASSET VALUE

Net Cash Equivalents	0.00
Net Portfolio Assets held at Legent	\$43,650.20
Net Portfolio Assets not held at Legent	\$18,883.55
Total Net Portfolio Value as of December 31, 2009	\$562,533.75

### FROM YOUR INTRODUCING BROKER

GEORGE LINCON  
TELEPHONE: (516) 386-1234  
EKN FINANCIAL SERVICES, INC

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

### PRIMARY INVESTMENT OBJECTIVE

Your Primary Investment Objective is Speculation.

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

### INVESTOR UPDATE

A. App.2110

A. App.2110

CLEARED THROUGH: Legent Clearing - 9300 Underwood Avenue - Suite 400 - Omaha, NE 68114 - 402-384-6100 - www.legentclearing.com  
Member FINRA & SIPC



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

Period Ending -  
December 31, 2009  
Account Number: GGGL

Page 2 of 8  
3911

PLTFS 1431

**ASSET SUMMARY**

Value as of: December 31, 2009			
	Held at Legent	Not at Legent	% of Assets
Cash			
Money Market	18,883.55	18,883.55	3.206%
Margin Balance			
<b>Net Cash Equivalents</b>	<b>\$0.00</b>	<b>\$18,883.55</b>	<b>3.256%</b>
Equities			
Preferreds			
Tax-Exempt Bonds			
Taxable Bonds and CDs	543,650.20	543,650.20	96.643%
Mutual Funds			
Unit Investment Trusts			
Annuities			
Other Investments			
<b>Net Portfolio Assets</b>	<b>\$543,650.20</b>	<b>\$0.00</b>	<b>96.643%</b>
<b>Net Portfolio Value</b>	<b>\$543,650.20</b>	<b>\$18,883.55</b>	<b>100.000%</b>

**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		
<b>Total Income &amp; Distributions</b>	<b>\$6.91</b>	<b>\$6.91</b>

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		

C4 WORLDWIDE INC  
ATTN: DR RAWSON &  
JEFFREY K CAIN

Period Ending -  
December 31, 2009  
Account Number: GCGL

Page 3 of 8  
3911

# ASSET DETAILS

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

## NET CASH EQUIVALENTS

	#	Current value	Anticipated annualized income	Current yield %
LEGENT INSURED DEPOSITS		18,883.55	9.44	0.05
<b>Total Net Cash Equivalents</b>		<b>\$18,883.55</b>	<b>\$9.44</b>	<b>0.050</b>

# Asset not held at Legant

## 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 0.008% DUE 07/10/38						
DTD 07/01/06 FC 08/10/06						
Factor: 0.979335880						
Current Face: 491,289,859.40						
GS MTG COML 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 0.038% DUE 08/10/45						
DTD 07/01/07 FC 08/10/07						
Factor: 0.999252870						
Current Face: 499,626,435.00						
<b>Total Taxable Bonds and CDs</b>				<b>\$543,650.20</b>	<b>\$224,078.35</b>	<b>41.217%</b>

### Total Net Portfolio Assets

<b>Total Net Portfolio Assets</b>		<b>\$543,650.20</b>	<b>\$224,078.35</b>	<b>41.217%</b>
<b>Total Net Portfolio Value</b>		<b>\$562,533.75</b>	<b>\$224,087.79</b>	<b>39.835%</b>

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A. App.2112

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

Period Ending -  
December 31, 2009  
Account Number: GCGL

Page 4 of 8  
3911

PLTFS 1433

**ACTIVITY SUMMARY**

Type of Activity	Activity	This Period
	Opening 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	8.91
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	GREENWICH CAPITAL MTG TR	-42,338.63
				REMIC 2006-GG7 CL X	
				MONTHLY 9 DAY DELAY VAR	
				CPN 0.024% DUE 07/10/38	
12/07/2009	PURCHASE	50,000,000.000	0.0859	GREENWICH CAPITAL MTG TR	-42,278.63
				REMIC 2006-GG7 CL X	
				MONTHLY 9 DAY DELAY VAR	
				CPN 0.024% DUE 07/10/38	
12/09/2009	PURCHASE	50,000,000.000	0.0859	GREENWICH CAPITAL MTG TR	-42,437.53
				REMIC 2006-GG7 CL X	
				MONTHLY 9 DAY DELAY VAR	
				CPN 0.024% DUE 07/10/38	
12/09/2009	PURCHASE	50,000,000.000	0.0859	GREENWICH CAPITAL MTG TR	-42,377.53
				REMIC 2006-GG7 CL X	
				MONTHLY 9 DAY DELAY VAR	
				CPN 0.024% DUE 07/10/38	

**CASH EQUIVALENTS**

Cash	Money Market	Margin
\$0.00	\$0.00	\$0.00
-986,123.36		
1,005,000.00		
8.91		
-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
------------

Continued

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

Period Ending -  
December 31, 2009  
Account Number: GCGI

Page 5 of 8  
3911

### 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	69,856,137.000	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 COMM 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 COMM 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 COMM 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 COMM 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 >

PLTFS 1436

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

Period Ending -  
December 31, 2008  
Account Number: GCGL

Part 6 of 8  
Page 3911

# 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 0.008% DUE 07/10/38 DTD 07/01/06 FC 08/10/06	-65,229.06
Total Assets Bought					\$-386,123.36

## Deposits Made to Your Account

Date	Activity	Quantity	Description	Total
12/02/2009	FUNDS WIRED		F/R WELLS FARGO	255,000.00
12/09/2009	FUNDS WIRED		F/R 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-OLD 122409 10/093 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		
\$-386,123.36	\$0.00	\$0.00

Cash	Money Market	Margin
255,000.00		
750,000.00		
\$1,005,000.00	\$0.00	\$0.00
6.91		
\$6.91	\$0.00	\$0.00

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

Period Ending -  
December 31, 2009  
Account Number: GCGL

Page 7 of 8  
3911

# ACTIVITY DETAILS (Continued)

Money Market Activity	Date	Activity	Description	Total
	12/03/2009	PURCHASE	LEGENT INSURED DEPOSITS FDIC INSURED	
	12/06/2009	SALE	NOT COVERED BY SIPC DLO LEGENT INSURED DEPOSITS FDIC INSURED	
	12/10/2009	PURCHASE	NOT COVERED BY SIPC DLO LEGENT INSURED DEPOSITS FDIC INSURED	
	12/11/2009	SALE	NOT COVERED BY SIPC DLO LEGENT INSURED DEPOSITS FDIC INSURED	
	12/14/2009	SALE	NOT COVERED BY SIPC DLO LEGENT INSURED DEPOSITS FDIC INSURED	
	12/22/2009	SALE	NOT COVERED BY SIPC DLO LEGENT INSURED DEPOSITS FDIC INSURED	
	12/24/2009	INTEREST REINVEST	LEGENT INSURED DEPOSITS FDIC INSURED	
Total Money Market Activity				

**CLOSING BALANCE - Net Cash Equivalents** **This Period**  
**\$18,863.55**

## INSURED BANK DEPOSITS

Description	Month End Closing Balance
Plains Capital Bank	\$18,863.55
Zions First Natl Bank	\$0.00
Total Legent Insured Deposits	\$18,863.55

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.

# CASH EQUIVALENTS

Cash	Money Market	Margin
-253,000.00	253,000.00	
84,617.26	-84,617.26	
-580,428.86	580,428.86	
118,517.72	-118,517.72	
548,189.20	-548,189.20	
65,239.86	-65,239.86	
-8.91	8.91	
\$18,863.55	\$18,863.55	\$0.00

Cash	Money Market	Margin
\$0.00	\$18,863.55	\$0.00

Period Ending -  
December 31, 2009  
Account Number: GCGI

Page 8 of 8  
3911

PLTFS 1437

changes for any other reason, you will be notified in writing at least 30 days prior to such change.

#### Custody of Securities

Fully paid for Securities held by Legent for you, but which are not registered in your name, may be commingled with identical securities being held for other clients by Legent, the Depository Trust Company or 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 Legent for pledge or re-pledge, hypothecation or re-hypothecation, loans or delivery on contracts for other customers without Legent having in its possession and control for delivery, a like amount of similar securities.

#### Dissemination and Inquiries

For statements of account will be deemed customer unless you ask for your Investment Firm and Legent Clearing within 30 days after making or made available to you, of any discrepancies found. Any oral communication should be confirmed in writing. Please provide your account number and address on all correspondence. Telephone inquiries to Legent Clearing may be made at 1-402-384-6100.

#### Dividend Reinvestment

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

#### Essential Information and Procedures

SEC Rule 605 generally requires member brokers 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 brokers to make these reports available to their customers. Legent provides these reports via a link from its home page.

publicly available quarterly reports that disclose venues to which they route non-directed orders. Legent provides these reports via a link from its home page.

any relationship they have with these venues, including payments for order flow arrangements. Legent will provide, upon receipt of written request from the customer, the venue to which its or its individual order was routed.

First Credit Balances

Any first credit balance represents funds payable on demand, which although properly accounted for on our books of record, are not recognized and may be used in accordance with SEC Rule 15c2-3.

#### 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 rate for margin loans is 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 here: [www.legent.com](http://www.legent.com) upon written request.

#### Legent Investment Inquiries

The Federal Deposit Insurance Corporation (FDIC) insures deposits in the Legent Insured Depository program for each program bank in which funds are deposited. By opening a Legent Insured Deposit account your money will automatically be insured into an interest bearing account insured by the FDIC providing up to the Program's maximum deposit insurance limit. Each program bank is a separate FDIC insured depository. Publicly available information about the program bank may be obtained by calling Legent Clearing at 1-402-384-6100. Legent receives a fee from participating banks of up to 15

★ ★ ★ ★ ★  
**LEGENT**  
CLEARING

Member FINRA & SIPC  
FDIC Insured

#### Account Terms & Conditions

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

#### Asset Allocation

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

#### Assets Held in Legent

Certain assets purchased through Legent or your investment firm may be held at a custodial institution other than Legent (or "SPC Protector" in the separate Terms & Conditions brochure). If you have a Premier (or Best) Account, information about these assets, when available, will be included on your statement identifiable by a tag. The custodial institution is responsible, however, for providing year-end tax reporting information (1099s or 1041s) and separate statements, which may vary from the information included on your Legent statement because of different reporting methods. Your Legent statement may also reflect other assets not held at Legent, the value and nature of which are generally provided by you. Legent does not guarantee the accuracy of any outside custody information. Kindly contact your investment firm should you detect differences.

#### Changes of Address

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

#### Checkwriting and Bank Card Transactions

For all services (PNC) is the processor for Check Writing and VISA Debit Card transactions. In case of errors or questions about your VISA Debit Card transactions or Electronic transfers please telephone PNC at 1-800-322-2357 or write them direct at: 8800 Trucon Boulevard, 5th floor, Philadelphia, PA 19153.

#### Cost Basis Information

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

#### Credit/Debit Interest

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

available information about the program bank may be obtained by calling Legent Clearing at 1-402-384-6100. Legent receives a fee from participating banks of up to 15 % monthly on the Legent Insured Deposits program. Legent Clearing and/or Deutsche Bank reserve the right to choose the priority of program banks, subject to your election or exclusion. Further, Legent Clearing and/or Deutsche Bank reserve the right to include or exclude program banks. The current list of program banks is available at [www.legentclearing.com](http://www.legentclearing.com). Legent Insured Deposits are not covered by SIPC.

#### Due Diligence Access

Legent offers its clients the ability to view their account information on a secured portion of its Internet site free of charge. You may register for this service by contacting your investment firm or from our website at [www.legentclearing.com](http://www.legentclearing.com).

#### Order Orders to Be Executed

Outstanding orders at the end of the statement period are shown in the 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

Options 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. Commissions and fee schedules will be made available upon your 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 quotes and options. These approximations are based on the closing price, and/or mean bid and ask prices on the last day of the statement period. Generally, listed security securities are priced monthly, and listed securities are priced quarterly or annually. Legent does not guarantee the accuracy of such prices. These prices should not be considered to constitute firm bids or offers and are subject to fluctuations in market conditions. Legent does not use customer values in pricing.

In those instances where prices are not available "N/A" (not available) appears in the price column, and the current value, unadjusted (and/or if applicable), anticipated unadjusted income and carrying yield are not computed. Unadjusted 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 substance 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/Supplemental Security Income (SSI) is not shown on your 1099 form or is not correct, please furnish your investment firm with your correct number promptly. You are required to supply your Social Security/Supplemental Security Income (SSI) number to effect transactions in your account.

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

12-21-2009 - Statement

**EXHIBIT 2**

**EXHIBIT 2**



# 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 "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 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] (715) 329-3089  
[Banking Contact] BRIAN K. PORTER

Please See Attached Sheet *ol*

## ARTICLE V

### RIGHTS AND DUTIES OF THE JOINT VENTURERS

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

## ARTICLE VI

### AGREEMENTS WITH THIRD PARTIES AND WITH AFFILIATES OF THE JOINT VENTURERS

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

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

## ARTICLE VII

### PAYMENT OF EXPENSES

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

# C4 WORLDWIDE

## ARTICLE 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.

# C ORLD IDE

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

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

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

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

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

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

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initials 

From: PEGGY CAIN To: Kerry Rucker

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

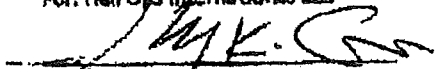
Page 7 of 19

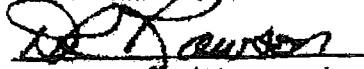
# C ORLD IDE

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: Jeff K. Cain  
MEMBER 2


Name/Title: DR Rawson, CEO

Date: 11/29/09

Date: 11/29/09

[ ]

[ ]



JEFF K. CAIN  
Chairman & CEO  
Half Ops International LLC

## C ORLD IDE

and the undersigned representing themselves as the President of C4 WorldWide, Inc. have entered into this Agreement with Half Ops International LLC.

It is the purpose of this Agreement to establish a joint venture between C4 WorldWide, Inc. and Half Ops International LLC to develop, market, and distribute software products in the United States and Canada.

The undersigned hereby agree to the terms and conditions set forth in this Agreement and to the execution of the same.

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

JEFF K. CAIN  
Chairman & CEO  
Half Ops International LLC

DR. RAWSON  
CEO  
C4 WorldWide, Inc.

Initials JK Initials DR

04/08/2007 22:33 7146383192

G4 WW / CCG

A. App.2067

PAGE 08/20

More Detail CAN 101 KERRY HUNTER

USER: 1746383192 NAME: 04/08/2007

Page 8 of 10

# **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)**

Page 7 of 10



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A. App.2067

# 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 11/29/06 and it was upon a motion duly made and seconded, that the Board of Directors of C4 WorldWide, Inc. unanimously adopted the following resolution:

**RESOLVED**, that the CEO, Mr. DR Rawwer, shall be authorized to secure a loan in the amount of up to \$1,000,000 USD from Heli-Opt LLC. The documentation of which shall be a joint venture Agreement. The purpose of which is to purchase CMOs that can be immediately leveraged to provide a return stated in the joint Venture Agreement dated November 24, 2006 between the two Parties. \* Heli-Opt International, LLC

WE FURTHER RESOLVE and understand that the ownership of the CMOs will be proportioned with 51% (controlling interest) for C4 and 49% by Heli-Opt LLC. We also understand that upon receipt of the \$10,000,000 guaranteed return, full ownership of the CMOs will revert to C4 WorldWide, Inc.

WE REQUEST that the loan amount be placed into my Wells Fargo account number: 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 11/29/06 and that said resolution is now in full force and effect without modification or rescission.

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

ATTEST.

Richard Price, Secretary of C4 WorldWide, Inc.

DR Rawwer, Chairman of C4



# 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  
+714-876-6135 Main Number  
+714-276-2127 Fax  
[www.C4WorldWide.com](http://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:

Hell Ops International LLC  
101 West Way  
Minden, NV 89423

~~+775-782-4040~~ Main Number 775-782-4040  
~~+775-782-0140~~ Fax 775-782-0140

#### Loan Information:

Transaction Number: 20093011-01

Loan Amount: \$1,000,000

Loan Period: Two (2) months from the date received via direct wire transfer or deposit into the Borrower's account.

C4 Worldwide, Inc., a California corporation promises to pay, for value received, the amount of Twenty Million USD (\$ 20,000,000) to 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 30<sup>th</sup> 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 

From: PEGGY GAIN To: Kerry Ruckler

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

Page 12 of 16

# CORLWIDE

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 endorser, 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: Hel Ops International LLC

  
Signature/Title



  
Signature/Title

Printed name: DR Rawson

Printed Name: Jeffrey K. Caw

(C4 Corporate Seal)

Page 10 of 10

Initials  Initials 

000058

# 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.

# 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.

# **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 undersigned hereby certifies that the foregoing is a true and correct copy of the original and that the same is a true and correct copy of the original.]

[C4 WorldWide, Inc.]

DR Rawson  
Chairman & CEO  
C4 World Wide, Inc.





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 twenty years, DR Rawson has been the President and CEO of a variety of companies in the computer hardware, software, services, and consulting industries. He is involved with many start-up and mature ventures and has provided the world with products and the development of business opportunities.

As a leader and innovator, DR Rawson aggressively pursues the challenges associated with computer hardware and software and is constantly moving to the next level of growth to increase their profits.

For twenty years, DR Rawson and his team have been successful in creating the very best hardware and software products in the industry. In addition, he has developed the company's reputation for the highest quality products and services. DR Rawson developed the initial concept for the company and has been the driving force behind its success. He has been the President of an international company and has managed the company's growth in Asia. DR Rawson created a successful IPO that was sold in 1998 after launch to a nationwide hardware operation. He has also created and managed several other companies.

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

Apple World Wide, Inc., Apple - 10000 Apple Way, Cupertino, CA 95014  
 Apple - 10000 Apple Way, Cupertino, CA 95014  
 Apple - 10000 Apple Way, Cupertino, CA 95014



# **4 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 8**

## 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 Felt-Ops, LLC. The documentation of which shall be a joint venture Agreement. The purpose of which is to purchase CNOs that can be internationally leveraged to provide a return stated in the Joint Venture Agreement dated November 29<sup>th</sup>, 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 of CEC

Corporate Offices: 1145 Lomas - 5th Floor - San Diego, CA 92103 - Tel: 619 594 6134 - Fax: 619 594 6135  
 e-mail: [info@CSCODirect.com](mailto:info@CSCODirect.com)

# 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](http://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 30<sup>th</sup> 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

# 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: Heli-Ops, LLC



Signature/Title

Signature/Title

Printed name: DR Rawson

Printed Name: \_\_\_\_\_

{C4 Corporate Seal}

**EXHIBIT 3**

# Wells Fargo Simple Business Checking

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

**WELLS  
FARGO**

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

## Questions?

Available by phone 24 hours a day, 7 days a week:

**1-800-CALL-WELLS** (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: [wellsfargo.com/biz](http://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](http://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
<b>Ending balance on 11/30</b>	<b>\$1,000,050.00</b>
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] 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

Account number: [REDACTED] 2177 ■ November 1, 2009 - November 30, 2009 ■ Page 2 of 3

**WELLS  
FARGO****Transaction history**

Date	Check Number	Description	Deposits Credits	Withdrawals Debits	Ending daily balance
11/30		Monthly Service Fee Reversal	20.00		
11/30		WT Seq#82957 Skydance Helicopters of /Org= Sr# Fw05448334850378 Trn#091130082957 Rtr#	1,000,000.00		
11/30		Wire Trans Svc Charge - Sequence: 084130082957 Sr# Fw05448334850378 Trn#091130082957 Rtr#		10.00	1,000,050.00
<b>Ending balance on 11/30</b>					<b>1,000,060.00</b>
<b>Totals</b>			<b>\$1,000,020.00</b>	<b>\$10.00</b>	

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.

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

**WELLS  
FARGO****General statement policies for Wells Fargo Bank**

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

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

**Account Balance Calculation Worksheet**

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

**ENTER**

A. The ending balance shown on your statement \$ \_\_\_\_\_

**ADD**

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

TOTAL \$ \_\_\_\_\_

**CALCULATE THE SUBTOTAL**

(Add Parts A and B)

TOTAL \$ \_\_\_\_\_

**SUBTRACT**

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

**CALCULATE THE ENDING BALANCE**

(Part A + Part B - Part C)

This amount should be the same as the current balance shown in your check register ...

\$ \_\_\_\_\_

Total amount \$ \_\_\_\_\_



**EXHIBIT 4**

**Expanded Business Services® Package**

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



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

**Questions?**

Available by phone 24 hours a day, 7 days a week:

**1-800-CALL-WELLS** (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: wells Fargo.com/biz

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

Post Office Box 268000

Dallas, TX 75328

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**Account options**

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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
<b>Ending balance on 12/31</b>	<b>\$180,722.84</b>

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 A 3-1-0- Fwd#2 Sfr		125,000.00	
		Fw03873335405088 Trn#091201099155 Rlo#			
12/1		Withdrawal Made IN A Branch/Store		100,000.00	

Account number: 2177 ■ Decembe 2009 - December 31 2009 ■ Page 2 of 5



## Transaction history (continued)

Date	Check Number	Description	Deposits Credits	Withdrawals Debits	Ending daily balance
12/1		WT Fed#00112 Wells Fargo Bank N.A. / Fw#03873334445718 and Linda B. Edwards / Fw#03873334445718 Tm#091201098742 Rbf#		45,000.00	
12/1		WT Fed#00143 Bank of America, N.A. / Fw#03873335804188 Srl# Fw#03873335804188 Tm#091201098742 Rbf#		15,000.00	
12/1		WT Fed#00143 Bank of America, N.A. / Fw#03873335804188 Srl# Fw#03873335804188 Tm#091201098742 Rbf#		12,000.00	
12/1		WT Fed#00143 Bank of America, N.A. / Fw#03873335804188 Srl# Fw#03873335804188 Tm#091201098742 Rbf#		12,000.00	
12/1		Withdrawal Made IN A Branch/Store		8,500.00	
12/1		WT Fed#05933 Bank of America, N.A. / Fw#03873335804188 Srl# Fw#03873335804188 Tm#091201098742 Rbf#		8,000.00	
12/1		WT Fed#00143 Bank of America, N.A. / Fw#03873335804188 Srl# Fw#03873335804188 Tm#091201098742 Rbf#		7,500.00	
12/1		WT Fed#00143 Bank of America, N.A. / Fw#03873335804188 Srl# Fw#03873335804188 Tm#091201098742 Rbf#		7,500.00	
12/1		Withdrawal Made IN A Branch/Store		7,000.00	
12/1		WT Fed#05929 Riverside National / Fw#03873335804188 Srl# Fw#03873335804188 Tm#091201098742 Rbf#		6,000.00	
12/1		WT Fed#00143 Bank of America, N.A. / Fw#03873335804188 Srl# Fw#03873335804188 Tm#091201098742 Rbf#		2,500.00	
12/1		WT Fed#00143 Bank of America, N.A. / Fw#03873335804188 Srl# Fw#03873335804188 Tm#091201098742 Rbf#		1,000.01	
12/1		WT Fed#00143 Bank of America, N.A. / Fw#03873335804188 Srl# Fw#03873335804188 Tm#091201098742 Rbf#		1,000.00	
12/1		WT Fed#00143 Bank of America, N.A. / Fw#03873335804188 Srl# Fw#03873335804188 Tm#091201098742 Rbf#		1,000.00	641,049.99
12/2		WT Seq#59213 Wells Fargo Wire - For /Org= Srl# 2009120200022953 Tm#091202059213 Rbf#	1,000.00		
12/2		Wire Trans Svc Charge - Sequence: 091202070674 Srl# Fw#03873335804188 Tm#091202070674 Rbf#		20.00	
12/2		WT Fed#00143 Bank of America, N.A. / Fw#03873335804188 Srl# Fw#03873335804188 Tm#091202070674 Rbf#		255,000.00	
12/2		WT Fed#07307 National City Bank / Fw#03873335804188 Srl# Fw#03873335804188 Tm#091202070674 Rbf#		25,000.00	
12/2		WT Fed#07307 National City Bank / Fw#03873335804188 Srl# Fw#03873335804188 Tm#091202070674 Rbf#		25,000.00	
12/2		Transfer to Sav # 09010		100.00	336,929.99
12/3		Wire Trans Svc Charge - Sequence: 091203059018 Srl# Fw#03873335804188 Tm#091203059018 Rbf#		20.00	
12/3		WT Fed#00143 Bank of America, N.A. / Fw#03873335804188 Srl# Fw#03873335804188 Tm#091203059018 Rbf#		1,000.00	
12/3		WT Fed#00143 Bank of America, N.A. / Fw#03873335804188 Srl# Fw#03873335804188 Tm#091203059018 Rbf#		8,000.00	327,909.99
12/4		WT Fed#05107 SunTrust Bank / Fw#03873335804188 Srl# Fw#03873335804188 Tm#091204077029 Rbf#	500,000.00		
12/4		Wire Trans Svc Charge - Sequence: 091204077029 Srl# 2009120400013728 Tm#091204077029 Rbf#		10.00	827,899.99
12/8		Harland Clarke Check/Wire # 09072021 CS		104.35	
12/8		Worldwide, Inc			
12/8		Transfer to DDA # 00080		1,000.00	
12/8		Transfer to DDA # 00088		1,000.00	
12/8	1001	Check		2,500.00	823,295.63
12/9		Wire Trans Svc Charge - Sequence: 091209078385 Srl# Fw#03873335804188 Tm#091209078385 Rbf#		20.00	
12/9		WT Fed#05702 The Bank of New Yo / Fw#03873335804188 Srl# Fw#03873335804188 Tm#091209078385 Rbf#		750,000.00	73,275.63
12/10		Check Crd Purchase 1209 Godaddy Com 480-5058855 AZ 491986Xouoox1106 344440005667212 9McC-4816 11185555555555		10.87	73,264.76
12/11		Wire Trans Svc Charge - Sequence: 091211073542 Srl# Fw#03873335804188 Tm#091211073542 Rbf#		20.00	

Account number: 2177 ■ December 1, 2009 - December 31 2009 ■ Page 3 of 6



## Transaction history (continued)

Date	Check Number	Description	Deposits Credits	Withdrawals Debits	Ending daily balance
12/11		WT Fed#05383 Jpmorgan Chase Ban (F/B)Bnk Mike Kavaragn Srt# Fw038733468858059 Trn#091211073542 Rbr		18,000.00	57,244.76
12/14		Wire Trans Svc Charge - Sequence: 091214038820 Srt# Fw03873348897559 Trn#091214038820 Rbr		20.00	
12/14		WT Fed#08861 Bank of America, N/A (F/B)Bnk Matthew Hartstein Srt# Fw03873348897559 Trn#091214038820 Rbr		10,000.00	47,224.76
12/18		Wire Trans Svc Charge - Sequence: 091218004131 Srt# Fw038733518000 Trn#091218004131 Rbr		20.00	
12/18		WT Fed#08861 Bank of America, N/A (F/B)Bnk Levena Penn Srt# Fw038733518000 Trn#091218004131 Rbr		26,000.00	22,204.76
12/23		WT Fed#09232 Colonial Bank (F/B)Bnk New Hope Capital Foundation (F/B) 091223000707 Trn#091223000707 Rbr	500,000.00		
12/23		Wire Trans Svc Charge - Sequence: 091223000773 Srt# Fw0387335214221 Trn#091223000773 Rbr		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223000793 Srt# Fw0387335214221 Trn#091223000793 Rbr		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223000807 Srt# Fw0387335214221 Trn#091223000807 Rbr		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223000824 Srt# Fw0387335214221 Trn#091223000824 Rbr		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223000844 Srt# Fw0387335214221 Trn#091223000844 Rbr		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223000862 Srt# Fw0387335214221 Trn#091223000862 Rbr		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223000882 Srt# Fw0387335214221 Trn#091223000882 Rbr		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223000904 Srt# Fw0387335214221 Trn#091223000904 Rbr		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223000918 Srt# Fw0387335214221 Trn#091223000918 Rbr		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223000939 Srt# Fw0387335214221 Trn#091223000939 Rbr		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223000947 Srt# Fw0387335214221 Trn#091223000947 Rbr		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223000977 Srt# Fw0387335214221 Trn#091223000977 Rbr		20.00	
12/23		Wire Trans Svc Charge - Sequence: 091223000989 Srt# 091223000707 Trn#091223000989 Rbr		10.00	
12/23		WT Fed#09041 Bank of America, N/A (F/B)Bnk Dawson Srt# Fw0387335214221 Trn#091223000989 Rbr		185,500.00	
12/23		WT Fed#04531 National City Bank (F/B)Bnk Jeffrey Zimmerman Srt# Fw0387335214221 Trn#091223000989 Rbr		100,000.00	
12/23		WT Fed#05177 Wachovia Bank N/A (F/B)Bnk Alvin E. Godwin and - ex G Edwards S-4 Fw0387335214221 Trn#091223000989 Rbr		15,000.00	
12/23		WT Fed#06233 Jpmorgan Chase Ban (F/B)Bnk Mike Kavaragn Srt# Fw0387335214221 Trn#091223000989 Rbr		8,000.00	
12/23		WT Fed#08062 Arnold Porter Bank (F/B)Bnk Edgar A. Brooking Jr. Srt# Fw0387335214221 Trn#091223000989 Rbr		7,000.00	
12/23		WT Fed#04498 Bank of America, N/A (F/B)Bnk Mickey Blackstafford Srt# Fw0387335214221 Trn#091223000989 Rbr		5,000.00	
12/23		WT Fed#06008 Bank of America, N/A (F/B)Bnk Joe Baker Srt# Fw0387335214221 Trn#091223000989 Rbr		8,000.00	
12/23		WT Fed#05283 Bank of America, N/A (F/B)Bnk Randal Zuniga Srt# Fw0387335214221 Trn#091223000989 Rbr		4,500.00	
12/23		WT Fed#06342 Mary Pau (F/B)Bnk Davis Edwards S-4 Fw0387335214221 Trn#091223000989 Rbr		4,500.00	
12/23		WT Fed#08182 Riverside National Bank (F/B)Bnk Mike Bus Srt# Fw0387335214221 Trn#091223000989 Rbr		2,500.00	

Account number: [REDACTED] 2177 ■ December 1, 2009 - December 31, 2009 ■ Page 4 of 5

**Transaction history (continued)**

Date	Check Number	Description	Deposits Credits	Withdrawals Debits	Ending daily balance
12/23		WT Fed#06130 Asb Bank Limited /Fu-Bnl-Medison Results Ltd Srt# Fw03873357118221 Tm#091223052284 Rfo#		1,000.00	
12/23		WT Fed#06132 Lloyd's Tab Bank Pl./Fu-Bnl-Lee Lam Srt# Fw03873357062721 Tm#091223055477 Rfo#		1,000.00	
12/23		WT Fed#06133 Arkansas Bankers' Fb-Bnl-Bank of Lake Village Srt# Fw03873357559221 Tm#091223053476 Rfo#		500.00	212,434.76
12/24		Transfer to DDA # [REDACTED] 3377		9,500.00	
12/24		Transfer to DDA # [REDACTED] 3706		8,000.00	
12/24		Transfer to DDA # [REDACTED] 3098		1,000.00	195,934.76
12/28		Check Crd Purchase 12/26 Apple Store #R004 Costa Mesa CA 491986Xxxxxx1106 362940007700126 ?McC=5048 111900659DA90		4,528.15	191,406.61
12/30		Check Crd Purchase 12/28 Apple Store #R004 Costa Mesa CA 491986Xxxxxx1106 36494000533655 ?McC=5048 111900659DA90		663.77	190,722.84
<b>Ending balance on 12/31</b>					<b>190,722.84</b>
<b>Totals</b>			<b>\$1,001,000.00</b>	<b>\$1,810,327.16</b>	

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

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

Number	Date	Amount
1001	12/8	2,500.00

**IMPORTANT ACCOUNT INFORMATION****Important Information - Effective March 17, 2010**

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

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

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

**Branch Deposit Corrections fee** will be \$7.50 per correction.

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

Account number: 2177 ■ December 1, 2009 - December 31 2009 ■ Page 5 of 5

**WELLS  
FARGO****General statement policies for Wells Fargo Bank**

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

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3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

**ENTER**

- A. The ending balance  
shown on your statement

\$

**ADD**

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

\$

\$

\$

+ \$

**TOTAL \$****CALCULATE THE SUBTOTAL**

(Add Parts A and B)

**TOTAL \$****SUBTRACT**

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

- \$

**CALCULATE THE ENDING BALANCE**

(Part A + Part B - Part C)

This amount should be the same  
as the current balance shown in  
your check register.

\$

**Total amount \$**

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

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

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

**Appellants,**

**vs.**

**No. 69333**

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

**Respondents.**

---

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

**Appellants,**

**vs.**

**No. 69889**

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

**Respondents.**

---

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

**Appellants,**

**vs.**

**No. 70864**

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

**Respondents.**

---

**APPELLANTS' SUPPLEMENTAL APPENDIX**

**VOL. 13**

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

**ROBERT L. EISENBERG (SBN 950)  
LEMONS, GRUNDY & EISENBERG  
6005 Plumas Street, Third Floor  
Reno, NV 89519  
775-786-6868  
[rle@lge.net](mailto:rle@lge.net)**

**MICHAEL L. MATUSKA (SBN 5711)  
MATUSKA LAW OFFICES, LTD.  
2310 South Carson Street, Suite 6  
Carson City, NV 89701  
775-350-7220  
[mlm@matuskalawoffices.com](mailto:mlm@matuskalawoffices.com)**

**ATTORNEYS FOR APPELLANTS**



## **CHRONO INDEX**

## **CHRONO INDEX**

**CHRONOLOGICAL INDEX TO APPELLANTS'**  
**SUPPLEMENTAL APPENDIX**

<b><u>NO.</u></b>	<b><u>DOCUMENT</u></b>	<b><u>DATE</u></b>	<b><u>VOL.</u></b>	<b><u>PAGE NO.</u></b>
83.	Exhibit 17 to Statement of Undisputed Material Facts <sup>1</sup>	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

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<sup>1</sup> 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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CASE NO.: 11-CV-0296

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BY \_\_\_\_\_ DEPUTY

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,

AFFIDAVIT OF JEFFREY CAIN

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,

STATE OF NEVADA       )  
                                      ) ss.  
COUNTY OF DOUGLAS    )

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

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

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

///

1           3.     We are the owners of Heli Ops International, LLC, which is organized under the  
2 laws of the State of Oregon, but maintains its principal place of business at the Minden Airport,  
3 101 Wass Way, Minden, Nevada. I am the managing member of Heli Ops. Heli Ops was created  
4 to serve as a vehicle for raising capital for our other aviation related businesses, all of which are  
5 incorporated in Nevada and operate from the same location.  
6

7           4.     In 2009, we considered purchasing another helicopter company, Carson  
8 Helicopters. The stated purchase price was \$20,000,000. At that time, we began discussions with  
9 our CPA, Dan Witt, about potential investments to generate funds to use for this purchase.  
10 Mr. Witt referred us to Kerry Rucker, a business consultant and loan broker, who mentioned as a  
11 possibility the program that Defendants were offering through C4 Worldwide for the purchase of  
12 Collateralized Mortgage Obligations ("CMOs"). We enlisted Mr. Rucker as a consultant to  
13 research C4, the individual Defendants, and the CMO program they offered.  
14

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

17           6.     Mr. Witt and Mr. Rucker forwarded some information to me and I also reviewed  
18 the information on C4's website. This information included resumes of all of the named  
19 Defendants, which portray them as leaders in industry and finance (Ex. "5"), and the "CMO  
20 Leverage-Up" memo, which claims that a \$1,000,000 investment in its CMO program will return  
21 \$20,000,000 (Ex. "6"). The CMOs would also return an interest "dividend" that would generate a  
22 substantial monthly return.  
23

24           7.     Mr. Witt and Mr. Rucker also personally met with DR Rawson ("Rawson") in  
25 November 2009. John Hayner was also present, who represented himself as an attorney, even  
26 though it now turns out he is not admitted to practice law.  
27

28     ///

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

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

11           10.    We carefully reviewed the resumes and information before proceeding with the  
12 investment. We were very impressed with those resumes and the information provided about the  
13 individual Defendants and that was a strong factor in our decision to proceed.  
14

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

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

19           13.    According to the terms of the JVA and Note, Defendants would use the Heli Ops  
20 Loan Proceeds to acquire and leverage CMOs "with a face value of up to \$1,000,000,000 USD  
21 purchased from a licensed U.S. Securities Trader. The objective is to gain \$40,000,000 USD or  
22 more from the results thereof for the parties to this Agreement."  
23

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

- 25           a.     The CMOs purchased from the Heli Ops loan would initially be owned  
26                   fifty-one percent (51%) by C4 and forty-nine percent (49%) by Heli Ops;  
27

28           ///

- b. The first \$20,000,000 received from the proceeds and profits of leveraging the CMOs would go to Heli Ops on a priority basis prior to any disbursements to C4;
- c. Upon payment of \$20,000,000 to Heli Ops, C4 would own one hundred percent (100%) of the CMOs; and
- d. Heli Ops was to be paid \$20,000,000 by December 31, 2009.

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

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

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

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

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

4           20. The Defendants eventually transferred \$1,000,000 to EKN Financial (the broker) to  
5 purchase the CMOs through the Legent (clearing house) account ending xxxx3911, but only after  
6 obtaining funds from New Hope (Exs. "10" and "21"). New Hope loaned \$1,000,000 to C4, and  
7 C4 transferred a forty-nine percent (49%) ownership in the CMOs. As such, the Heli Ops Loan  
8 Proceeds were commingled with the New Hope Capital Loan and C4 retained only a two percent  
9 (2%) interest in the CMOs. Thus, a Ponzi scheme, whereby the funds provided by the later  
10 investors were used to make up for shortfalls owing to the previous investors, is now evident.

11           21. C4 defaulted on its obligations under the terms of the JVA and Note and failed to  
12 pay the \$20,000,000 due on December 31, 2009, or to refund any portion of the loan.  
13

14           22. Pursuant to the terms of the February 25, 2010 Settlement Agreement and Release  
15 of All Claims ("Settlement Agreement"), C4 acknowledged liability to us and agreed to pay the  
16 \$20,000,000 plus accumulated interest at nine percent (9%) per annum from December 31, 2009,  
17 no later than ninety (90) days from February 25, 2010 (the "Settlement Agreement Payment"). As  
18 security for the payment, C4 agreed to assign an additional forty-nine percent (49%) interest in the  
19 CMOs no later than March 4, 2010, with certain reassignments after we received payment  
20 (Ex. "18").  
21

22           23. I executed the Settlement Agreement on behalf of the Plaintiffs. DR Rawson  
23 executed the Settlement Agreement for the Defendants.  
24

25           24. At the time the Settlement Agreement was executed, the Defendants knew or  
26 should have known that C4 was an unfunded shell corporation that had no ability to repay its debts  
27

28       ///



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

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

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

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

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

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

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

22 ///

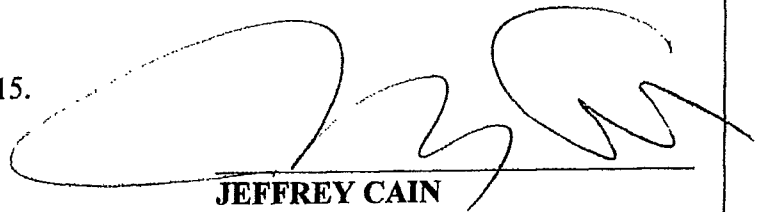
23 ///

24 ///

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

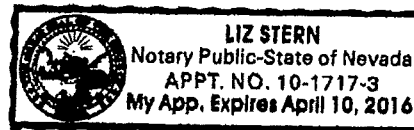
32. On October 28, 2010, Rawson, acting with authority from the Other C4 Officers/Directors, including Edwards, instructed Penson to transfer the CMOs to Golden Summit (Ex. "29"). Rawson did so without my consent and despite the previous agreement(s) to transfer C4's interest to Heli-Ops.

Dated this 14 day of October 2015.

  
JEFFREY CAIN

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

  
NOTARY PUBLIC



**CERTIFICATE OF SERVICE**

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

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

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

Attorneys for 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

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

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CASE NO.: 11-CV-0296

OCT 20 2015

2015 OCT 20 PM 4:39

DEPT. NO.: II

Douglas County  
District Court Clerk

BOBBIE R. WILLIAMS  
CLERK

D. GOELZ

BY DEPUTY

This document does not contain personal information of any person.

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

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

Plaintiffs,

v.

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

Defendants.

MOTION FOR PARTIAL SUMMARY  
JUDGMENT AGAINST DEFENDANT  
RICHARD PRICE

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

///

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

**I. STATEMENT OF UNDISPUTED MATERIAL FACTS**

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

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

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

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

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

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

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

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

11  
12 Richard Price executed all of the wire transfers and withdrawals at issue in this case:  
13 (Price Depo at 34:23-36:13; 44:2-12).

## 14 II. ANALYSIS

15 "Summary judgment is appropriate under NRCP 56 when the pleadings, depositions,  
16 answers to interrogatories, admissions, and affidavits, if any, that are properly before the court  
17 demonstrate that no genuine issue of material fact exists, and the moving party is entitled to  
18 judgment as a matter of law." *Wood v. Safeway, Inc.*, 121 P.3d 1026, 1031, 121 Nev. 724, 731  
19 (2005). "A factual dispute is genuine when the evidence is such that a rational trier of fact could  
20 return a verdict for the nonmoving party." *Id.* The nonmoving party here refers to Richard Price  
21 and Mickey Shackelford. "The nonmoving party must, by affidavit or otherwise, set forth  
22 specific facts demonstrating the existence of a genuine issue for trial or have summary judgment  
23 entered against him." *Id.*

24  
25 In this case, the rational trier of fact must conclude that Richard Price committed  
26 conversion of the Cain's loan proceeds. It does not help Price to argue that the loan proceeds  
27  
28

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

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

- 5 1. That the Defendants committed a distinct act of dominion wrongfully exerted over  
6 the Cains' personal property, and
- 7 2. The act was in denial of, or inconsistent with, the Cains' title or rights therein, or
- 8 3. The act was in derogation, exclusion, or defiance of the Cains' title or rights in the  
9 personal property.

10  
11 *See Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 606, 5 P.3d 1043, 1048 (2000)  
12 ("Conversion is a distinct act of dominion wrongfully exerted over another's personal property in  
13 denial of, or inconsistent with his title or rights therein or in derogation, exclusion, or defiance of  
14 such title or rights."); *Edwards v. Emperor's Garden Restaurant*, 122 Nev. 317, 328, 130 P.3d  
15 1280, 1287 (2006) ("Conversion is a distinct act of dominion wrongfully exerted over personal  
16 property in denial of, or inconsistent with, title or rights therein or in derogation, exclusion or  
17 defiance of such rights.").

18  
19 It is important to note that the tort of conversion focuses on the distinct act of dominion.  
20 The tort of conversion is not concerned with the question of who received the illicit proceeds.  
21 Personal liability attaches when a person participates in conversion, even if that person does not  
22 personally benefit from the conversion. *Casias v. Wal-Mart Stores, Inc.*, 695 F.3d 428, 434  
23 (6<sup>th</sup> Cir. 2012), rehearing and rehearing denied; *Binder v. Disability Group, Inc.*, 772 F.Supp.2d  
24 1172, 1182 (C.D. Cal. 2011); *In re American Home Mortgage Holding*, 458 B.R. 161, 170  
25 (Bankr. D. Del. 2011); *Knepper & Bailey Liability of Corporate Officers and Directors* § 6.07[2]  
26 (8<sup>th</sup> ed.) ("It is not necessary that the property be converted for their own personal benefit.").



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

1. The Cains funded their loan on November 30, 2009.
2. New Hope Capital funded the first half of its loan on December 4, 2009.
3. Richard Price executed total wire transfers and withdrawals through December 3, 2009 in the amount of \$672,140.10 (starting balance (\$1,000,050) – December 3<sup>rd</sup> ending balance (\$327,909.99) = \$672,140.10).
4. Ultimately, C4 received \$2,000,000 in loan proceeds, but only purchased \$986,123.36 worth of CMOs. The remaining \$1,013,876.70 was diverted away from the joint venture partnership. Richard Price handled C4's banking and executed all of the withdrawals and wire transfers.
5. The foregoing acts were distinct acts of dominion, exercised by Richard Price, in derogation of the Cains' rights pursuant to the JVA. The conversion contributed to the loss of the Cains' \$1,000,000 loan, as well as the promised \$20,000,000 return thereon.


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

Respectfully submitted,

Dated this 20<sup>th</sup> day of October 2015.

MATUSKA LAW OFFICES, LTD.

By:

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

**CERTIFICATE OF SERVICE**

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

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

Attorney for Defendants Richard Price and Mickey Shackelford

☒ **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 below.

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LIZ STERN, ALS

# **EXHIBIT 1**

# **EXHIBIT 1**

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

-oOo-

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

Plaintiffs,

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

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.

Price - 8/11/2015

Page 6

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.

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

Price - 8/11/2015

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?



Price - 8/11/2015

Page 24

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.

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?

Price - 8/11/2015

Page 32

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

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?

Price - 8/11/2015

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.

Price - 8/11/2015

Page 35

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

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 12?

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

Price - 8/11/2015

Page 44

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?