

ORIGINAL



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10 Attorneys for Respondents: Arizona Gold
 Processing, LLC, an Arizona limited liability
 11 company; AZGO, LLC, an Arizona limited
 liability company; and Charles L. Robertson, an
 12 individual

13 **BEFORE THE ARIZONA CORPORATION COMMISSION**

14
 15 In the matter of:

16 ARIZONA GOLD PROCESSING,
 17 LLC, an Arizona limited liability
 company,

18 AZGO, LLC, an Arizona limited
 19 liability company,

20 and

21 CHARLES L. ROBERTSON, a
 22 married man

23 Respondents.

Arizona Corporation Commission

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DOCKET NO. S-20846A-12-0135

MOTION IN LIMINE

24 Pursuant to Rule 7.2, Arizona Rules of Civil Procedure, and Rule R14-3-106(K),
 25 Rules of Practice and Procedure Before the Arizona Corporation Commission,
 26 Respondents hereby move *in limine* to exclude from the pending Hearing and from any

1 other proceedings before the Commission in this matter any and all evidence of offers or
2 sales of securities or other securities-related transactions by Respondents where such
3 offers or sales or other transactions were not made to or with persons or entities resident
4 or domiciled in the State of Arizona.¹ Stated another way, Respondents respectfully
5 suggest that applicable law requires the exclusion of evidence of securities transactions
6 *by these particular Respondents* where such transactions did not involve Arizona
7 offerees or purchasers.

8 As a preliminary matter, Respondents note that it was not until the close of
9 business on Friday, August 31, 2012 that the Securities Division first acted to disclose to
10 Respondents the Exhibits and other documentary evidence that the Division intends to
11 use at the Hearing currently set for October 9, 2012 (the Division having refused
12 Respondents' multiple requests for the earlier disclosure of such evidence). Respondents
13 did not receive the electronic version until the following week--in early September--
14 which was Respondents' first opportunity to review the evidence the Division claims will
15 support its case.

16 Respondents further note that the Respondent issuer (Arizona Gold Processing,
17 LLC, an Arizona limited liability company), and the former manager of the issuer
18 (AZGO LLC, an Arizona limited liability company) no longer exist. On July 23, 2012,
19 each of these entities was merged into one of two Nevada limited liability companies,
20 with each successor company bearing the same name as its predecessor. The legal effect
21 of these mergers was that the two Respondent entities' "separate existence . . . cease[d]."
22 ARS § 29-757(A)(1). Neither the predecessor entities nor their respective Nevada
23 successors-in-interest had, or now have, any base of operations in Arizona.

24 Upon review of the documents that finally were disclosed by the Division, it has

25 ¹ Pursuant to ARCP Rule 7.2(a), Respondents' counsel conferred with the Securities
26 Division prior to filing the present Motion.

1 become clear that the Division intends to present evidence at the Hearing in support of its
2 claims that the Respondents violated the Arizona Securities Act not only with regard to
3 Arizona residents *but even as to offers and sales of securities that did not occur* “within
4 *or from [the State of Arizona].”*² Because the Respondent issuer does not now have, and
5 never has had, a base of operations in Arizona, and because the vast majority of the
6 offers and sales of securities actually made by the issuer were made to non-Arizona
7 persons,³ the unauthorized introduction of evidence at the Hearing concerning
8 transactions occurring neither within nor from Arizona would be irrelevant and highly
9 prejudicial to any determination of whether Respondents violated Arizona’s securities
10 laws.

11 It is well established that there cannot be any violation of Arizona’s securities
12 laws in situations involving offers and sales of securities that did not take place “within
13 or from” Arizona. Due to limits arising under the Commerce Clause and the Supremacy
14 Clause of the United States Constitution, no instrumentality of the State of Arizona has
15 jurisdiction or authority to regulate an offer or sale of securities to a non-Arizona person
16 by a business enterprise that has no base of operations in Arizona. *See Arizona Corp.*
17 *Comm. v. Media Products, Inc.*, 158 Ariz. 463, 465, 763 P.2d 527, 529 (App. 1988).

18 The Division has disclosed to Respondents potential evidence of no more than
19 two offers by the Respondent issuer to Arizona residents that the Division alleges to be
20 in violation of Arizona securities laws. Nevertheless, the Division has taken the position
21 that it has authority to regulate every offer and every sale made by the Company
22 nationwide. Respondents expect the Division to present arguments at the Hearing
23 tending to suggest that Arizona was the Respondent issuer’s primary place of business--

25 ² See ARS § 44-1841(A).

26 ³ Of the more than forty total offers made, no more than three were to Arizona residents.

1 or base of operations--and that, as a result, the Division should be entitled to regulate all
2 securities transactions involving the issuer. In this the Division is mistaken; indeed, the
3 Division's argument is specious, for the Respondent issuer had no base of operations in
4 Arizona. Applicable constitutional limits must be respected whenever, as in this case,
5 the Respondent issuer--in fact, all of the Respondents--had only minimal, legally
6 insufficient contacts with this State. To do otherwise would offend traditional notions of
7 fair play and substantial justice.

8 Virtually the only contact between the Respondent issuer and the Grand Canyon
9 State was that the issuer: (i) originally was formed under Arizona law⁴; and (ii)
10 maintained (but no longer does, and neither does its successor maintain) a simple post
11 office box in Arizona. The issuer had no physical presence in Arizona. No management
12 activities of the issuer took place in Arizona (all management activities occurred in
13 Texas and Utah). All of the issuer's corporate records and bank accounts had, and have,
14 their situs in Utah. All Subscription Agreements and investment documents relating to
15 offers and sales of securities by the issuer were sent by investors directly to, and were
16 processed by, the issuer's Utah office. Even the issuer's corporate counsel and
17 accountant resided in Utah.

18 While the Respondents certainly recognize the Division's authority to regulate the
19 handful of offers and sales of securities that the issuer made to Arizona residents, the
20 Respondents respectfully suggest that it would be reversible error for any court to allow
21 evidence relating to offers or sales of securities by this issuer to non-Arizona persons to
22 be introduced or to figure in any way in the Hearing of this matter. Any evidence of
23 other, non-Arizona transactions would be entirely irrelevant and highly prejudicial. *See*
24 Rules 402, 403 and 404(b), Arizona Rules of Evidence. Accordingly, Respondents

25 ⁴ As noted above, the original Respondent issuer no longer exists, having been
26 succeeded-in-interest by a Nevada limited liability company.

1 respectfully request an order precluding the Division from offering evidence relating to
2 any non-Arizona securities offer, sale or transaction by Respondents.

3 **MEMORANDUM OF POINTS AUTHORITIES**

4 **I. RELEVANT FACTS OF THE INSTANT MATTER**

5 Respondent issuer, Arizona Gold Processing, LLC was formed on December 5,
6 2011 as a manager-managed Arizona limited liability company (the "Company").⁵ The
7 Company's initial manager was AZGO LLC, also an Arizona limited liability company,
8 the managers of which were: Charles L. Robertson, a resident of Texas; R. Terry Hepler,
9 a resident of California; David H. Mangum, a resident of Texas; Darin H. Mangum, Esq.,
10 a resident of Utah; Michael J. Katz⁶, a resident of New York and/or Florida; Donald
11 Braxton, a resident of Florida; Edward Wennerholm, a resident of New York and/or
12 Florida⁷; and Jeff Casperson, a resident of Texas.⁸

13 On December 5, 2011, the Company issued a Confidential Private Placement
14 Memorandum (the "PPM"), selected excerpts of which are attached hereto as Exhibit 6.
15 According to the Company's records, the PPM was distributed to only three Arizona
16

17 ⁵ On July 23, 2012, Articles of Merger were filed with the Arizona Corporation
18 Commission wherein the Company was merged into Arizona Gold Processing, LLC, a
19 Nevada limited liability company, which assumed all the assets and liabilities of the
20 Company. *See* Articles of Merger, attached hereto as Exhibit 2. *See also* Declaration of
21 Darrin H. Mangum, Esq., attached hereto as Exhibit 14, at ¶ 4.

22 ⁶ On September 28, 2012, Mr. Katz was terminated as a Manager. *See* Exhibit 14 at ¶ 4.

23 ⁷ On September 28, 2012, Mr. Wennerholm was terminated as a Manager. *See* Exhibit
24 14 at ¶ 4.

25 ⁸ AZGO, LLC Articles of Organization, attached hereto as Exhibit 3; *see also* Minutes of
26 The Organizational Meeting of Members of AZGO LLC, attached hereto as Exhibit 4.
On July 23, 2012, Articles of Merger were filed with the Arizona Corporation
Commission, wherein AZGO LLC was merged into AZGO LLC, a Nevada limited
liability company, which assumed all the assets and liabilities of AZGO LLC. *See*
Articles of Merger, attached hereto as Exhibit 5.

1 residents; and of those, only two actually purchased Company securities.⁹

2 From December 15, 2011 through July 23, 2012, the Company raised
3 approximately US \$1,142,275.50 in capital through its private securities offering. Out of
4 the total of US \$1,465,541.50 of capital that was raised by the Company and its
5 successor, only US \$16,750.00 was raised from persons residing or domiciled in
6 Arizona.¹⁰

7 The Division claims that in February, 2012 Respondent Charles Robertson made
8 telephone calls or sent emails to two Arizona residents, wherein Mr. Robertson allegedly
9 unlawfully offered on behalf of the Company to sell securities to those two residents.¹¹
10 The Division argues that this supposed offer to sell securities was in violation of ARS §
11 44-1841. Respondents dispute the Division's claim; but *that* dispute is not the subject of
12 this Motion.

13 On April 6, 2012, the Director of the Securities Division signed the Commission's
14 Temporary Order to Cease and Desist and Notice of Opportunity for Hearing (the
15 "Order"). The Company's management immediately took appropriate steps to ensure
16 compliance with the Order.

17 On July 23, 2012, Articles of Merger were filed with the Arizona Corporation
18 Commission whereby the Company was merged into Arizona Gold Processing, LLC, a
19 Nevada limited liability company ("AGP-Nevada"). AGP-Nevada assumed all the assets
20 and liabilities of the Company.¹² Beginning on that date, the original Company--i.e., the
21 Arizona-incorporated Company--ceased its legal existence.

22 _____
23 ⁹ See Arizona Gold Processing -- Private Placement Memorandum Distribution Control
Sheet, attached hereto as Exhibit 7.

24 ¹⁰ See Exhibit 14 at ¶ 7.

25 ¹¹ See Exhibit 8.

26 ¹² See Exhibit 2; see also Exhibit 14 at ¶ 5.

1 Using proceeds from its successful securities offering, the Company purchased
2 electrostatic ore processing equipment. In August, 2012, the Company's electrostatic
3 equipment was delivered and installed at AGP-Nevada's ore processing plant. At that
4 time, AGP-Nevada began processing gold ore into super-concentrated ore, which is
5 shipped to Texas to be refined by a third-party processor.¹³

6 While the Company was in existence, the Company's management activities were
7 performed entirely in Texas and Utah, where the administrative managers resided.
8 Indeed, the Managers did not hold even a single meeting in Arizona.¹⁴ Although,
9 initially, the Company listed an Arizona mailing address--in effect, a post office box
10 associated with an "executive suite"--as a point of contact, all mail directed to the
11 Company was forwarded to the Company's Utah address, where it was handled by
12 Company personnel.¹⁵ Similarly, the Company procured a Phoenix area-coded telephone
13 number, but all calls were answered by a receptionist at the executive suite, and all
14 telephone messages were forwarded to the Company's Managers in either Texas or
15 Utah.¹⁶

16 The Company's bank account was located in Utah.¹⁷ All of the Company's
17 corporate records were located in Utah.¹⁸ The Company's corporate counsel resides in
18 Utah. The same is true for the Company's successor, AGP-Nevada. Papers to be
19 executed by potential investors instructed them to send their executed Subscription
20

21 _____
22 ¹³ Exhibit 10 at 41:4-7; Exhibit 14 at ¶ 8.

23 ¹⁴ See Exhibit 14 at ¶ 9.

24 ¹⁵ Exhibit 10 at 9:3-5; Exhibit 14 at ¶ 10.

25 ¹⁶ See Exhibit 14 at ¶ 11.

26 ¹⁷ Exhibit 10 at 18:5-11; 53:15-23; Exhibit 14 at ¶ 12.

¹⁸ Exhibit 10 at 23:7-19; Exhibit 14 at ¶ 14.

1 Agreements and their investment funds to the Company's Utah office.¹⁹ Indeed, that is
2 precisely what was done--in every case.²⁰ Although it was contemplated that Arizona
3 eventually might eventually become the Company's principal place of business, that
4 never occurred; and thus, the Company had no base of operations in Arizona.²¹

5 II. LEGAL ARGUMENT

6 A. The Law Governing Arizona's Jurisdiction Over Offers and Sales of 7 Securities in Other States--the Media Products and Chrysler Capital Cases

8 Arizona's securities laws apply to transactions in which a security is offered or
9 sold "within or from" Arizona. See Section 44-1841(A) of the Arizona Revised Statutes,
10 which states: "[i]t is unlawful to sell or offer for sale within or from the state any
11 securities unless the securities have been registered"²² Arizona's regulatory
12 authority includes authority to regulate offers and sales of securities that take place
13 outside Arizona so long as such transactions were made "from" Arizona. Our courts
14 have held that securities were offered "from" Arizona when the issuer performed "more
15 than ministerial [actions]" in connection with the subject transaction, from a "base of
16 operations" in Arizona. See *Arizona Corp. Comm. v. Media Products, Inc.*, 158 Ariz.
17 463, 465, 763 P.2d 527, 529 (App. 1988); *Chrysler Capital Corp. v. Century Power*
18 *Corp.*, 800 F. Supp. 1189, 1193 (S.D.N.Y. 1992) (stating "[o]nly a transaction which
19 occurs entirely inside the state can be said to occur 'within' Arizona. Therefore, the
20 words 'from this state' must apply to transactions which do not occur entirely inside
21 Arizona.").

22 In *Media Products*, the Arizona Corporation Commission brought an action

23 ¹⁹ See Exhibit 11; Exhibit/4 at ¶ 15.

24 ²⁰ Exhibit 10 at 84:17 - 85:9; Exhibit/4 at ¶ 15.

25 ²¹ Exhibit 10 at 88:24 - 89:9; Exhibit/4 at ¶ 16.

26 ²² ARS § 44-1841(A) (emphasis supplied).

1 against Media Products, Inc. ("Media") for Media's failure to register its securities
2 offering in Arizona in accordance with ARS § 44-1841. *Id.* at 464, 763 P.2d at 528.
3 Media argued that its offering did not occur within or from Arizona, and therefore, that
4 ARS § 44-1841 was inapplicable. *Id.* at 465, 763 P.3d at 529. The Arizona Court of
5 Appeals acknowledged that Media's "[s]ales of the entire issue were negotiated out-of-
6 state solely by the out-of-state agent underwriter and its selling out-of-state broker
7 dealers. . . [and that] no sales or offers of sale were made in Arizona or to Arizona
8 residents." *Id.* at 464-65, 763 P.2d at 528-29. The court held, however, that the offers
9 and sales occurred "from" Arizona because: (i) the principal place of business and base
10 of operations was in Arizona; (ii) the officers and directors operated from and resided in
11 Arizona; (iii) the stock certificates were prepared and issued in Arizona; (iv) the Board of
12 Directors' meetings occurred in Arizona; (v) per the agreement, all notices were to be
13 delivered to the company's Arizona address; (vi) an Arizona bank was designated as the
14 escrow agent; and (vii) the closing occurred in Arizona. *Id.* at 465-66, 763 P.2d at 529-
15 30.

16 Despite the Court of Appeals' holding that the language and intent of Section 44-
17 1841 were correctly applied to the facts by the trial court, the Court held that the
18 application of Section 44-1841 to Media violated the Commerce Clause of the United
19 States Constitution. The Court in *Media Products* found that the Corporation
20 Commission's effort to apply Section 44-1841 on the facts of the case constituted an
21 improper interference with, and placed a direct and excessive burden on, interstate
22 commerce because interstate commerce is to be regulated by the United States Congress-
23 not by the State of Arizona. *See Id.* at 467-70, 763 P.2d at 531-34.

24 In *Chrysler Capital*, the defendants argued that a securities offering was not made
25 "from" Arizona, within the meaning of Section 44-1991 of our statutes, merely because
26

1 the issuer was an Arizona corporation with its principal place of business in Arizona.²³
2 In support of their argument, the defendants cited an opinion given by the Attorney
3 General of Arizona to the Securities Division of the Arizona Corporation Commission
4 (Opinion No. 56-140, August 24, 1956)²⁴, which answered the following question in the
5 negative:

6 Do the words "within or from this state" contained in A.R.S.
7 44-1841, mean that a corporation must register an issue of its
8 stock that is to be offered and sold outside of the State of
9 Arizona merely because it is an Arizona corporation, even
10 though it has no assets within this state, no officers, office or
11 connection with the State of Arizona other than having a
12 statutory agent?²⁵

11 The Attorney General opined that the words "from this state" had been included in the
12 statute "to prevent the setting up of a base of operations within this state and the selling
13 and offering for sale of securities to people outside the State of Arizona from within this
14 state."²⁶

15 The US District Court in *Chrysler Capital* held that the foregoing Attorney
16 General's opinion could "be interpreted to stand for the proposition that where a
17 corporation has a base of operations in Arizona, then the state has an interest to protect
18 when the corporation issues securities; namely, preventing Arizona from being used as a
19 base of operations for crooks marauding outside the state."²⁷ Because the issuer in
20 *Chrysler Capital* was an Arizona corporation with its principal place of business in
21 Tucson, Arizona, and because the defendants did not argue that the issuer's principal

22 ²³ *Chrysler Capital*, 800 F. Supp. at 1191.

23 ²⁴ *Id.* at 1191-92.

24 ²⁵ Exhibit 12.

25 ²⁶ *Id.*

26 ²⁷ *Chrysler Capital* at 1192.

1 place of business was not its “base of operations,” the court held that the plaintiff had
2 made a “showing sufficient to withstand a motion to dismiss that [the issuer] performed
3 ‘more than ministerial’ actions in Arizona *at the time it issued the relevant securities.*”²⁸
4 The court stated, however, that “[i]f, after further discovery, [the defendants] can show
5 that [the issuer] did not perform significant actions in Arizona in connection with this
6 transaction, then [the defendants] will be entitled to summary judgment on this claim.”²⁹

7 **B. Application of the Law to the Instant Case.**

8 In the instant case before the Commission, the Company (now AGP-Nevada) had
9 significantly *less* connection to Arizona than Media did in *Media Products*. At the time
10 of the February 2012 “offer” the Division complains of, the Company had *no physical*
11 *presence in Arizona*. The Company’s Managers neither resided in nor operated from
12 Arizona; and the Company never even held a meeting in Arizona. All funds--including,
13 without limitation, all monies raised through the Company’s private securities offering--
14 were sent directly to and deposited in a bank in Utah.

15 Here, unlike the issuer in *Chrysler Capital*, the evidence clearly establishes that
16 “at the time [the issuer] issued the relevant securities” the Company had *little or no*
17 *contact* with Arizona. Indeed, the Company’s only contact was that it was formed under
18 Arizona law and it maintained essentially a post office box in Arizona. According to the
19 *Opinion of the Arizona Attorney General*, the fact that the Company was formed in
20 Arizona is not sufficient to confer “local” status on offers and sales of securities made in
21 other states. Clearly, the Company’s post office box here was not a “more than
22 ministerial” connection to Arizona, and the same should not be viewed as “tipping the
23 balance” away from a finding that the Company had no base of operations in Arizona.

24
25 ²⁸ *Id.* at 1193 (emphasis supplied).

26 ²⁹ *Id.* at 1194.

1 Stated plainly, the Company's principal place of business at the time of the
2 subject offers and sales of securities was not in Arizona. Indeed, it had no physical
3 presence at all here, which is exactly the opposite of the situation in *Chrysler Capital*,
4 where the issuer was operating an electric generating plant here when the subject
5 securities transactions occurred.

6 The undisputed evidence in the instant case proves that all meaningful corporate
7 activities by the Respondent issuer took place outside Arizona; and based thereon, it
8 would violate traditional notions of fair play and substantial justice if the Company were
9 found upon these facts to have had a base of operations in Arizona.

10 **III. CONCLUSION**

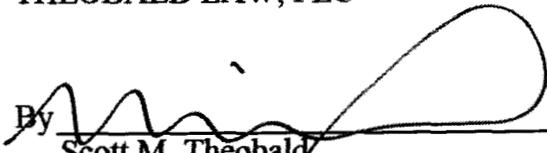
11 Based upon the foregoing, at the time the Company offered for sale and sold
12 securities, its principal place of business or base of operations was outside Arizona.
13 Accordingly, only offers and sales of securities by the Company to persons resident or
14 domiciled in Arizona can be subject to regulation under Sections 44-1841, -1842, and

15 -1991 of the Arizona Revised Statutes. The Division has adduced evidence of
16 only two alleged offers by the Company to sell securities to an Arizona resident; and the
17 Company--through its successor, AGP-Nevada--does concede that the circumstances of
18 such offers were such that those two offers *were* required to be in compliance with
19 Sections 44-1841, -1842, and -1991. But in the instant case, Arizona law--and the
20 United States Constitution--clearly limit the authority of and defeat the jurisdiction of the
21 State of Arizona to regulate this Company's offers and sales of securities to non-Arizona
22 persons. It would be grossly unfair and highly prejudicial to the Respondents' ability to
23 defend themselves at the Hearing were the result otherwise. For all the foregoing
24 reasons, Respondents respectfully request that an order be issued precluding the
25 Securities Division of the Arizona Corporation Commission from introducing evidence
26 of any offer or sale or other transaction in securities that allegedly was made by any of

1 the Respondents to any non-resident or non-domiciliary of the State of Arizona.

2 RESPECTFULLY SUBMITTED this 2nd day of October, 2012.

3 THEOBALD LAW, PLC

4
5 By 
6 Scott M. Theobald
7 Mark A. Nickel
8 Attorneys for Respondents, and on
9 behalf of the Law Offices of Darin H.
10 Mangum, PLLC, co-counsel

11 ORIGINAL and thirteen (13) copies of the
12 foregoing filed this 2nd day of October, 2012 with:

13 Arizona Corporation Commission
14 Docket Control
15 1200 West Washington Street
16 Phoenix, Arizona 85007

17 COPY of the foregoing emailed
18 this 2nd day of October, 2012 to:

19 Wendy L. Coy, Esq.
20 Arizona Corporation Commission
21 Securities Division
22 1300 West Washington Street, 3rd Floor
23 Phoenix, Arizona 85007

24 COPY of the foregoing delivered
25 this 2nd day of October, 2012 to:

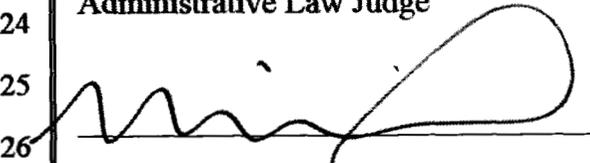
26 Marc E. Stern
Administrative Law Judge


EXHIBIT 1

STATE OF ARIZONA



**Office of the
CORPORATION COMMISSION**

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that the attached copy of the following document:

ARTICLES OF ORGANIZATION, 12/01/2011

consisting of 2 pages, is a true and complete copy of the original of said document on file with this office for:

**ARIZONA GOLD PROCESSING LLC
ACC file number: L-1723354-6**

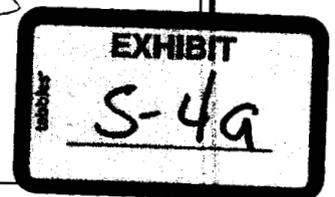
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: August 29, 2012.



Ernest G. Johnson

Executive Director

By: *Jeffrey A. Baker*



DEC 01 2011

LE NO. L1723354-6

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY

ARTICLES OF ORGANIZATION

DO NOT PUBLISH THIS SECTION

NOTE: A professional limited liability company is an LLC organized for the purpose of rendering one or more categories of licensed professional service. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

1. The LLC name must contain the words "limited liability company" or "limited company" or the abbreviations "L.L.C.", "L.C.", "LLC", or "LC". The Professional LLC name must contain the words "professional limited liability company" or the abbreviations "P.L.L.C.", "P.L.C.", "PLLC", or "PLC."

2. Must be an Arizona address. DO NOT LEAVE THIS SECTION BLANK

3. See Section 3 of the instructions above. A statutory agent is a person you appoint that would receive lawsuit papers if the LLC is sued. A street or physical address is required even if the statutory agent has a P.O. Box.

The agent must sign the articles or provide written consent to the appointment.

Select one. This form may be used for:

- ARIZONA LIMITED LIABILITY COMPANY (A.R.S. §29-632)
- ARIZONA PROFESSIONAL LIMITED LIABILITY COMPANY (A.R.S. §29-841.01)

1. The name of the organization:

A. _____
 LLC Name Reservation File Number (if one has been obtained - if not, leave this line blank).

B. ARIZONA GOLD PROCESSING LLC
 Limited Liability Company Name

2. Known place of business in Arizona (If address is the same as the street address of the statutory agent, write "same as statutory agent". DO NOT LEAVE THIS SECTION BLANK):

Address 2575 E. Camelback Road, Suite 450

City Phoenix State AZ Zip 85016

3. The name and street address of the statutory agent in Arizona:

Name InCorp Services, Inc.

Address 2338 W. Royal Palm Rd., Ste. J

City Phoenix State AZ Zip 85021-9339

Acceptance of Appointment by Statutory Agent:

I InCorp Services, Inc., having been designated to act as
 (print name of the Statutory Agent)
 Statutory Agent, hereby consent to act in that capacity until removed or resignation
 is submitted in accordance with the Arizona Revised Statute.

Agent Signature: InCorp Services, Inc.

InCorp Services, Inc.

If the statutory agent is an entity, please print the company name here.

DO NOT PUBLISH THIS SECTION

4. Only required for professional limited liability company. The professional services that the company is organized to perform must be described. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

5. Check only one box. If a dissolution date is stated, it should include the month, day and year. Perpetual means continuing forever or indefinitely.

6. Check A or B to show which management structure will be applicable to your company. Provide name, title and address for each person.

6A. If reserved to the members, check the Members box and provide the name and address of all members. NOTE: if reserved to the members you cannot list any manager.

6B. If vested in one or more managers check the Managers box and provide the name and address of each manager and of each member who owns a twenty percent (20%) or greater interest in the capital or profits of the LLC/ PLLC.

7. Signature. The person signing this document need not be a manager or member of the company.

4. Professional LLCs only – Professional Services - the Professional Limited Liability Company will provide the following professional services:

5. Life Period of the Limited Liability Company: check one:

The LLC will dissolve on ___/___/___ (Please enter month, day and four digit year)
 The Limited Liability Company life period is Perpetual.

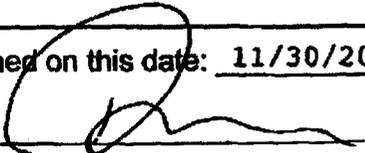
6. Management Structure: (check one box only) A.R.S. §29-632(5)

A. RESERVED TO THE MEMBERS
IF RESERVED TO THE MEMBERS, DON'T CHECK ANY MANAGER BOXES.
B. VESTED IN ONE OR MORE MANAGERS
IF VESTED IN THE MANAGER(S), AT LEAST ONE NAME BELOW MUST HAVE THE MANAGER BOX CHECKED.

Name <u>AZGO LLC</u>	Name _____
<input checked="" type="checkbox"/> Member <input checked="" type="checkbox"/> Manager (only if "B" is selected above)	<input type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)
Address: <u>2575 E. Camelback Ste. 450</u>	Address: _____
City, <u>Phoenix</u> State, <u>AZ</u> Zip: <u>85016</u>	City, _____ State, _____ Zip: _____
Name _____	Name _____
<input type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)	<input type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)
Address: _____	Address: _____
City, _____ State, _____ Zip: _____	City, _____ State, _____ Zip: _____

IF YOU NEED MORE SPACE FOR LISTING MEMBERS / MANAGERS PLEASE ATTACH THE ADDITIONAL PAGE TO THE ARTICLES OF ORGANIZATION.

7. SIGNATURE

Signed on this date: 11/30/2011 (mm/dd/yyyy).
Signature:  Print Name Darin H. Mangum
AZGO LLC
If signing on behalf of a company, please print the company name here.

Phone Number: (602) 343-2327 Fax Number: (602) 343-2301

EXHIBIT 2

STATE OF ARIZONA



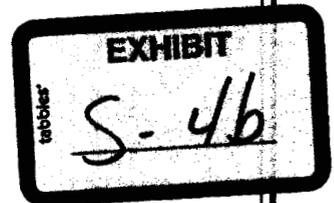
Office of the
CORPORATION COMMISSION

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that the attached copy of the following document:

ARTICLES OF MERGER, 07/23/2012

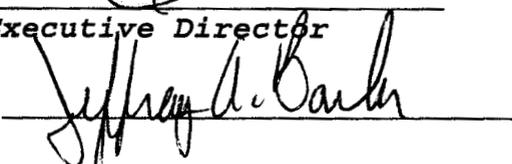
consisting of 3 pages, is a true and complete copy of the original of said document on file with this office for:

ARIZONA GOLD PROCESSING LLC
ACC file number: L-1723354-6



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: August 29, 2012.


Executive Director

By: 

AZ CORPORATION COMMISSION
FILED

JUL 23 2012

FILE NO. L17233546

ARTICLES OF MERGER

Pursuant to the provisions of the A.R.S. Section 29-754, the undersigned limited liability companies adopt the following Articles of Merger:

FIRST, the names and jurisdictions of the parties to these Articles are:

ARIZONA GOLD PROCESSING LLC, an Arizona limited liability company (the "Constituent Entity"); and L-17233546

ARIZONA GOLD PROCESSING LLC, a Nevada limited liability company (the "Surviving Entity"). M-1777710-3

SECOND, the plan of merger is on file at the Surviving Entity's principal place of business located at 101 Convention Center Drive, Suite 700, Las Vegas, Nevada 89109. The Surviving Entity will provide a copy of the plan of merger on request and without cost to any person who holds an interest in either business entity that is a party to the merger.

THIRD, each business entity that is a party to the merger has approved a plan of merger in the manner provided by law.

FOURTH, the effective date of the merger is effective upon the filing of these articles of merger with the Arizona Corporation Commission (the "Commission").

FIFTH, the Surviving Entity agrees that it may be served with process in the State of Arizona in any action, suit or proceeding for the enforcement of any obligation of the Constituent Entity and for the enforcement of any obligation of the Surviving Entity arising from the merger.

SIXTH, the Surviving Entity irrevocably appoints the Commission as its agent to accept service of process in the action, suit or proceeding described in the preceding paragraph. The address to which the Commission shall mail a copy of the process is 101 Convention Center Drive, Suite 700, Las Vegas, Nevada 89109.

ARIZONA GOLD PROCESSING LLC, an Arizona limited liability company

By: AZGO LLC, an Arizona limited liability company, its Manager

By: /s/ Darin H. Mangum, Esq.

Darin H. Mangum, General Counsel and Manager of Administrative and Legal Affairs

ARIZONA GOLD PROCESSING LLC, a Nevada limited liability company

By: AZGO LLC, a Nevada limited liability company, its Manager

By: /s/ Darin H. Mangum, Esq.

Darin H. Mangum, General Counsel and Manager of Administrative and Legal Affairs

COMMISSIONERS
GARY PIERCE - Chairman
BOB STUMP
SANDRA D. KENNEDY
PAUL NEWMAN
BRENDA BURNS



ERNEST G. JOHNSON
Executive Director

PATRICIA L. BARFIELD
Director
Corporations Division

ARIZONA CORPORATION COMMISSION

July 25, 2012

Darin Mangum, PLLC
4692 N. 300 W., Ste. 210
Provo, UT 84604

Re: Arizona Gold Processing LLC

We are pleased to notify you that your Articles of Merger have been approved.

- You must publish the _____ in their entirety. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona for three consecutive publications. A list of acceptable newspapers is available on the Commission website, www.azcc.gov/divisions/corporations. Publication must be completed WITHIN 60 DAYS after _____, which is the date the document was approved for filing by the Commission. The entity may be subject to administrative dissolution if it fails to publish. You may file the Affidavit of Publication you will receive from the newspaper, but filing it is not mandatory.
- No publication is required.

We strongly recommend that you periodically monitor the company's record with the Commission, which can be viewed at www.azcc.gov/Divisions/Corporations. If you have questions or need further information please contact us at (602) 542-3026 or Toll Free (Arizona residents only) at 1-800-345-5819.

RECEIVED

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION COVER SHEET

JUL 23 2012

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

USE A SEPARATE COVER SHEET FOR EACH DOCUMENT

ARE YOU FILING: New Entity Change to existing entity Re-submission/Correction

PLEASE COMPLETE ALL APPROPRIATE SECTIONS

Type in Corp/LLC Name: ARIZONA GOLD PROCESSING LLC

FILING TYPE	REGULAR SERVICE FEE	EXPEDITED SERVICE FEE
<input type="checkbox"/> Articles of Domestication	<input type="checkbox"/> \$100.00	<input type="checkbox"/> \$135.00
<input type="checkbox"/> Articles of Incorporation (Profit)	<input type="checkbox"/> \$ 60.00	<input type="checkbox"/> \$ 95.00
<input type="checkbox"/> Articles of Incorporation (Non Profit)	<input type="checkbox"/> \$ 40.00	<input type="checkbox"/> \$ 75.00
<input type="checkbox"/> Articles of Organization (Limited Liability Company)	<input type="checkbox"/> \$ 50.00	<input type="checkbox"/> \$ 85.00
<input type="checkbox"/> Application For Authority (Business)	<input type="checkbox"/> \$175.00	<input type="checkbox"/> \$210.00
<input type="checkbox"/> Application to Conduct Affairs (Non Profit)	<input type="checkbox"/> \$175.00	<input type="checkbox"/> \$210.00
<input type="checkbox"/> Application for New Authority	<input type="checkbox"/> \$175.00	<input type="checkbox"/> \$210.00
<input type="checkbox"/> Application for Registration	<input type="checkbox"/> \$150.00	<input type="checkbox"/> \$185.00
<input type="checkbox"/> Articles of Amendment	<input type="checkbox"/> \$ 25.00	<input type="checkbox"/> \$ 60.00
<input type="checkbox"/> Articles of Amendment & Restatement	<input type="checkbox"/> \$ 25.00	<input type="checkbox"/> \$ 60.00
<input type="checkbox"/> Articles of Correction	<input type="checkbox"/> \$ 25.00	<input type="checkbox"/> \$ 60.00
<input type="checkbox"/> Articles of Merger/Share Exchange	<input type="checkbox"/> \$100.00	<input type="checkbox"/> \$135.00
<input checked="" type="checkbox"/> Articles of Merger (Limited Liability Company)	<input type="checkbox"/> \$ 50.00	<input checked="" type="checkbox"/> \$ 85.00
<input type="checkbox"/> Affidavit of Publication	<input type="checkbox"/> \$ 0.00	<input type="checkbox"/> \$ 35.00
<input type="checkbox"/> CORPORATIONS -Certified Copies* <small>*If copies are for different entities the Expedite fee applies to each entity</small>	<input type="checkbox"/> \$5.00 Each () (Enter Quantity)	<input type="checkbox"/> \$40.00 () (Enter Quantity)
<input type="checkbox"/> LLCs - Certified Copies* <small>*If copies are for different entities the Expedite fee applies to each entity</small>	<input type="checkbox"/> \$10.00 Each () (Enter Quantity)	<input type="checkbox"/> \$45.00 () (Enter Quantity)
<input type="checkbox"/> Good Standing Certificate* <small>*If Good Standing Certificates are for different entities the Expedite fee applies to each entity</small>	<input type="checkbox"/> \$10.00 Each () (Enter Quantity)	<input type="checkbox"/> \$45.00 () (Enter Quantity)
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Regular Fee	<input type="checkbox"/> Expedite Fee

SELECT PAYMENT TYPE:

DO NOT WRITE YOUR CREDIT CARD NUMBER ON THIS FORM!

- Check Check # 1009 Check Amount \$ 85.00
- M.O.D. Account MOD Acct # _____ Mod Amount \$ _____
- Cash -- for in-person filings only (Do not send cash in the mail.) Cash Amount \$ _____
- Credit Card -- for in-person filings only CC Amount \$ _____
- No fee required

SELECT ONE RETURN DELIVERY OPTION: Mail Pick Up Fax # (801) 802-9101

REQUIRED: Please list the person or company who will be picking up the completed documents.
DOCUMENTS WILL BE MAILED IF THEY ARE NOT PICKED UP IN A TIMELY MANNER (APPROXIMATELY TWO WEEKS).

Person or Company Name: DARIN H. MANGUM, PLLC Phone Number: 801-787-9072

Address: _____

4692 NORTH 300 WEST, SUITE 210

City: PROVO State: UT Zip: 84604

FOR ARIZONA CORPORATION COMMISSION USE ONLY
PICK-UP BY: _____ DATE: _____

View current process times at: www.azcc.gov/Divisions/Corporations

EXHIBIT 3

STATE OF ARIZONA



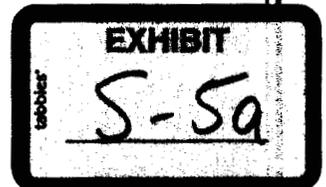
Office of the
CORPORATION COMMISSION

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that the attached copy of the following document:

ARTICLES OF ORGANIZATION, 12/01/2011

consisting of 2 pages, is a true and complete copy of the original of said document on file with this office for:

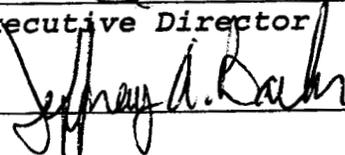
AZGO LLC
ACC file number: L-1723355-7



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: August 22, 2012.





Executive Director
By: 

DEC 01 2011

FILE NO. L17233557

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY

ARTICLES OF ORGANIZATION

DO NOT PUBLISH THIS SECTION
NOTE: A professional limited liability company is an LLC organized for the purpose of rendering one or more categories of licensed professional service. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

1. The LLC name must contain the words "limited liability company" or "limited company" or the abbreviations "L.L.C.", "L.C.", "LLC", or "LC". The Professional LLC name must contain the words "professional limited liability company" or the abbreviations "P.L.L.C.", "P.L.C.", "PLLC", or "PLC."

2. Must be an Arizona address. DO NOT LEAVE THIS SECTION BLANK

3. See Section 3 of the instructions above. A statutory agent is a person you appoint that would receive lawsuit papers if the LLC is sued. A street or physical address is required even if the statutory agent has a P.O. Box.

The agent must sign the articles or provide written consent to the appointment.

Select one. This form may be used for:

- ARIZONA LIMITED LIABILITY COMPANY (A.R.S. §29-632)
- ARIZONA PROFESSIONAL LIMITED LIABILITY COMPANY (A.R.S. §29-841.01)

1. The name of the organization:

A. _____
LLC Name Reservation File Number (if one has been obtained - if not, leave this line blank).

B. AZGO LLC
Limited Liability Company Name

2. Known place of business in Arizona (If address is the same as the street address of the statutory agent, write "same as statutory agent". DO NOT LEAVE THIS SECTION BLANK):

Address 2575 E. Camelback Road, Suite 450

City Phoenix State AZ Zip 85016

3. The name and street address of the statutory agent in Arizona:

Name InCorp Services, Inc.

Address 2338 W. Royal Palm Rd., Ste. J

City Phoenix State AZ Zip 85021-9339

Acceptance of Appointment by Statutory Agent:

I InCorp Services, Inc., having been designated to act as
(print name of the Statutory Agent)
Statutory Agent, hereby consent to act in that capacity until removed or resignation
is submitted in accordance with the Arizona Revised Statute.

Agent Signature: InCorp Services, Inc.
InCorp Services, Inc.
If the statutory agent is an entity, please print the company name here.

DO NOT PUBLISH THIS SECTION

4. Only required for professional limited liability company. The professional services that the company is organized to perform must be described. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

5. Check only one box. If a dissolution date is stated, it should include the month, day and year. Perpetual means continuing forever or indefinitely.

6. Check A or B to show which management structure will be applicable to your company. Provide name, title and address for each person.

6A. If reserved to the members, check the Members box and provide the name and address of all members. NOTE: if reserved to the members you cannot list any manager.

6B. If vested in one or more managers check the Managers box and provide the name and address of each manager and of each member who owns a twenty percent (20%) or greater interest in the capital or profits of the LLC/PLLC.

7. Signature. The person signing this document need not be a manager or member of the company.

4. Professional LLCs only – Professional Services - the Professional Limited Liability Company will provide the following professional services:

5. Life Period of the Limited Liability Company: check one:

- The LLC will dissolve on ___/___/___ (Please enter month, day and four digit year)
- The Limited Liability Company life period is Perpetual.

6. Management Structure: (check one box only) A.R.S. §29-632(5)

A. RESERVED TO THE MEMBERS
IF RESERVED TO THE MEMBERS, DON'T CHECK ANY MANAGER BOXES.

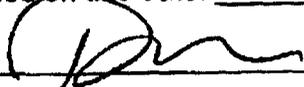
B. VESTED IN ONE OR MORE MANAGERS
IF VESTED IN THE MANAGER(S), AT LEAST ONE NAME BELOW MUST HAVE THE MANAGER BOX CHECKED.

Name <u>Robert T. Helper</u>	Name <u>Charles L. Robertson</u>
<input checked="" type="checkbox"/> Member <input checked="" type="checkbox"/> Manager (only if "B" is selected above)	<input checked="" type="checkbox"/> Member <input checked="" type="checkbox"/> Manager (only if "B" is selected above)
Address: <u>14121 Dall Lane</u>	Address: <u>5090 Richmond Road #648</u>
City: <u>Tustin</u> State, <u>CA</u> Zip: <u>92780</u>	City: <u>Houston</u> State, <u>TX</u> Zip: <u>77056</u>
Name <u>Mangum Family LP</u>	Name <u>Ophir Republik LLC</u>
<input checked="" type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)	<input checked="" type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)
Address: <u>25602 Pecan Valley Circle</u>	Address: <u>4692 N. 300 W. Ste. 210</u>
City: <u>Spring</u> State, <u>TX</u> Zip: <u>77380</u>	City: <u>PROVO</u> State, <u>UT</u> Zip: <u>84604</u>

IF YOU NEED MORE SPACE FOR LISTING MEMBERS / MANAGERS PLEASE ATTACH THE ADDITIONAL PAGE TO THE ARTICLES OF ORGANIZATION.

7. SIGNATURE

Signed on this date: 11/30/2011 (mm/dd/yyyy).

Signature:  Print Name Darin H. Mangum

If signing on behalf of a company, please print the company name here.

Phone Number: (602) 343-2327

Fax Number: (602) 343-2301

EXHIBIT 4

MINUTES
OF
THE ORGANIZATIONAL MEETING OF MEMBERS
OF
AZGO LLC

(an Arizona limited liability company)

The organizational meeting of the members of AZGO LLC (the "Company") was held pursuant to the provisions of the Arizona Limited Liability Company Act, as amended (the "Act"), at 2575 E. Camelback Road, Suite 450, Phoenix, Arizona 85016, on November 30, 2011, at the hour of 11:00 A.M. Pacific Time.

The following were either present or participated via electronic or telephonic device:

Robert T. Hepler;

Charles L. Robertson;

David H. Mangum, solely in his capacity as General Partner of Mangum Family Limited Partnership - One, a Texas limited partnership ("MFLP"); and

Darin H. Mangum, Esq., solely in his capacity as Manager of Ophir Republik LLC, a Utah limited liability company ("OPR").

All of the initial or founding members being present, the meeting then proceeded to be conducted, whereupon Charles L. Robertson was nominated and appointed chairperson of the meeting and Darin H. Mangum was appointed secretary.

Formation of AZGO LLC

The secretary then presented and read to the meeting a copy of the proposed Articles of Organization.

Upon motion duly made, seconded and carried, it was

RESOLVED, the Articles of Organization of the Company is accepted and approved in all respects.

Initials of Members:
R.T.H. C.L.R. M.F.L.P. O.P.R.

The secretary then presented a proposed form of Operating Agreement for the regulation and management of the affairs of the Company.

Upon motion duly made, seconded and carried, it was

RESOLVED, the form of Operating Agreement as reviewed at this meeting is adopted as the Operating Agreement of the Company.

RESOLVED FURTHER, Darin H. Mangum is authorized to execute the Operating Agreement on behalf of the Company as a Manager.

The chairperson then directed for the Operating Agreement to be executed by the appropriate parties thereto and placed in the Company's record book.

The secretary then presented a record book containing copies of the Company's Articles of Organization, its Operating Agreement, and other relevant documents germane to the Company's organization.

Upon motion duly made, seconded and carried, it was

RESOLVED,

- (a) the record book presented to this meeting by the secretary is approved and adopted, and the action of the secretary in inserting in it the foregoing documents is ratified and approved, and
- (b) the secretary is instructed to authenticate the record book, to retain custody of it, and to insert in it the minutes of this meeting and of other proceedings of the Members, Managers, and any committee established by the Managers, and to keep records pertaining to the issuance and transfer of membership interest in the Company.

Initial Capitalization

The chairperson then announced that the following initial Capital Contributions had been committed by the following persons for Membership Interest in the Company as described in the Operating Agreement in the following percentages and thus the Company was able to commence and transact business upon receipt:

<u>Name and Address:</u>	<u>Membership Interest</u>	<u>Capital Contribution</u>
Robert T. Hupler 14121 Dall Lane Tustin, CA 92780	25%	\$200.00

Initials of Members

RTH:  CLR:  MFLP:  DPR: 

The secretary then presented a proposed form of operating agreement of AGP.

Upon motion duly made, seconded and carried, it was

RESOLVED, the Company hereby adopts the forms of operating agreement as reviewed at this meeting for AGP as the governing agreement for such entity.

RESOLVED FURTHER, Darin H. Mangum is authorized to execute the operating agreement of AGP on behalf of the Company.

RESOLVED FURTHER, the Company is authorized to help capitalize AGP by any lawful means to the extent necessary to enable AGP to conduct business.

RESOLVED FURTHER, AGP is authorized to structure and issue securities or other interests to investors and register or exempt the offering of such securities with the United States Securities and Exchange Commission and the several states pursuant to applicable federal and state securities laws and rules to raise sufficient working capital for AGP.

The chairperson then directed for such agreement and articles to be placed into record books for said entity to be prepared and authenticated by the secretary as heretofore done.

Authorization to appoint managers of AGP

The chairperson of the meeting then described the necessity of causing the Company to appoint Managers of AGP as called for under AGP's operating agreement.

The following persons were proposed to be appointed as Managers of AGP to act on behalf of the Company:

Robert T. Hepler;

Charles L. Robertson;

David H. Mangum; and

Darin H. Mangum, Esq.;

No further nominations were made and the nominations were then closed.

Upon motion duly made, seconded and carried, it was

Initials of Members:

RTH: CLR: CLR VFLP: OPR:

RESOLVED, the Company is hereby authorized to appoint the foregoing persons as managers of AGP who are to be endowed all with rights and powers as managers of a limited liability company in accordance with the Act and AGP's operating agreement unless otherwise limited below or via the operating agreement or via contract.

The specific duties and areas of authority of the foregoing managers of AGP was then discussed and considered, whereupon it was:

RESOLVED, unless overridden by a majority vote or written consent of the Members of the Company, or superseded by contract, the following Managers to have the following titles and delegate the following areas of authority regarding the affairs and business of AGP except as otherwise noted, subject to the provisions of their respective manager agreements which shall be negotiated and entered into as soon as possible:

Robert T. Hepler, Operations Manager

- Installation and operation of ore processing equipment;
- Decisions regarding operations and personnel of AGP's processing plant;
- Compliance with all applicable local and state laws, health codes, rules and regulations relating to the operation of AGP's ore processing plant.

Charles L. Robertson, Business Development Manager

- Sales of AGP products and investments;
- Marketing materials and other forms of media;
- Public relations;
- Investor relations;
- Relations with broker-dealers and investment advisors
- To hire other managers of AGP on whatsoever terms deemed expedient; and
- Development and management of AGP outside sales organizations.

David H. Mangum, MBA, Manager of Geology & Engineering

- Geological and engineering matters relating to AGP's processing plant(s);
- Technical evaluations; and
- Due diligence.

Darin H. Mangum, Esq., Manager & General Counsel

- Dispute resolution;
- Regulatory issues;
- Contracts;
- Administrative issues;
- Recordkeeping, accounting, operations, finance, audit, banking and; and
- Transactional matters.

Initials of Members:

RTT:  CLR:  MFLP:  OPR: 

RESOLVED FURTHER, the duly appointed managers of the Company shall also be designated as managers of AGP with the same titles and areas of authority as established above who are, in turn, authorized to take such other action as may be reasonably required to carry the foregoing resolutions into effect.

Financial and other matters

The chairperson then stated that it was necessary to maintain a depository for the funds of the Company and that of its subsidiary or affiliate companies. Therefore, upon motion duly made, seconded and carried, it was then

RESOLVED, Darin H. Mangum is authorized to open bank accounts on behalf of the Company and AGP.

FURTHER RESOLVED, Darin H. Mangum is authorized to pay all charges and expenses incident to or arising out of the organization of the Company and its subsidiary or affiliate companies and to reimburse any person who has made any disbursement therefor out of the working capital of the Company.

FURTHER RESOLVED, Darin H. Mangum is authorized to engage the accounting services of Biesinger & Kofford CPAs PLLC to maintain the books and accounting records of the Company and AGP.

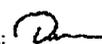
Upon motion duly made, seconded and carried, it was then

RESOLVED, Darin H. Mangum is directed to obtain in the name of the Company and/or its subsidiary or affiliate companies such other licenses and tax permits as may be required for the conduct of business under any federal, state, county, or municipal governmental statute, ordinance, or regulation, and to do all things necessary or convenient to qualify the Company and its subsidiary or affiliate companies to transact business in compliance with all applicable laws and regulations.

Upon motion duly made, seconded and carried, it was

RESOLVED, for the purpose of authorizing the Company and its subsidiary or affiliate companies to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for the Company and its subsidiary or affiliate companies to transact business, Darin H. Mangum is hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Company and its subsidiary or affiliate companies to transact business therein.

Initials of Members:

STH:  CIR:  MFLP:  OPR: 

Upon motion duly made, seconded and carried, it was then

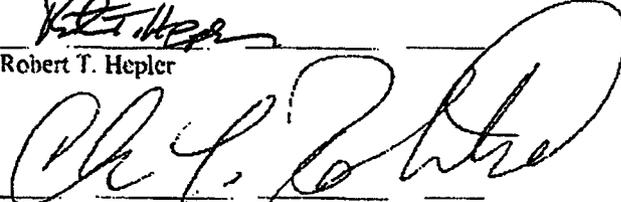
RESOLVED, the signing of these minutes shall constitute full consent, confirmation, ratification, adoption and approval of the holding of the above meeting, the actions hereby taken, the resolutions herein adopted and waiver of notice of the meeting by the signatories.

There being no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

Dated November 30, 2011.

BY THE MEMBERS:


Robert T. Hepler


Charles L. Robertson

MANGUM FAMILY LIMITED PARTNERSHIP - ONE, a Texas limited partnership

By: 
David H. Mangum, its General Partner

OPHR REPUBLIK LLC, a Utah limited liability company


By: _____
Darin H. Mangum, Esq., its Manager

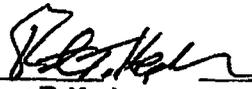
Initials of Members:
RTH.  CLR.  MFLP.  OPR. 

AZGO LLC

(an Arizona limited liability company)

MANAGER ACCEPTANCE OF APPOINTMENT

The undersigned hereby accepts appointment to serve at the pleasure of the Managers as a manager of AZGO LLC, an Arizona limited liability company (the "Company"), in accordance with the Company's operating agreement, as amended, until my successor is appointed.



Robert T. Hepler

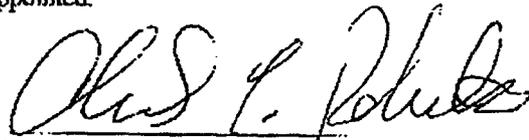
Date: 4/5/12

AZGO LLC

(an Arizona limited liability company)

MANAGER ACCEPTANCE OF APPOINTMENT

The undersigned hereby accepts appointment to serve at the pleasure of the Managers as a manager of AZGO LLC, an Arizona limited liability company (the "Company"), in accordance with the Company's operating agreement, as amended, until my successor is appointed.



Charles L. Robertson

Date: 3-22-12

AZGO LLC

(an Arizona limited liability company)

MANAGER ACCEPTANCE OF APPOINTMENT

The undersigned hereby accepts appointment to serve at the pleasure of the Managers as a manager of AZGO LLC, an Arizona limited liability company (the "Company"), in accordance with the Company's operating agreement, as amended, until my successor is appointed.



David H. Mangum, MBA

Date: 22 Mar 2012

AZGO LLC

(an Arizona limited liability company)

MANAGER ACCEPTANCE OF APPOINTMENT

The undersigned hereby accepts appointment to serve at the pleasure of the Managers as a manager of AZGO LLC, an Arizona limited liability company (the "Company"), in accordance with the Company's operating agreement, as amended, until my successor is appointed.



Darin H. Mangum, Esq.

Date: 30 November 2011

EXHIBIT 5

STATE OF ARIZONA



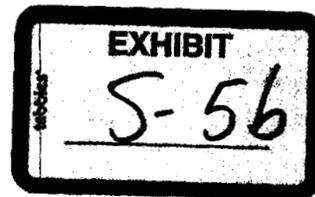
Office of the
CORPORATION COMMISSION

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that the attached copy of the following document:

ARTICLES OF MERGER, 07/23/2012

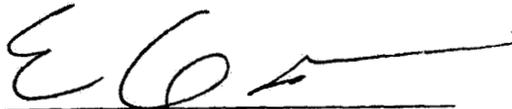
consisting of 2 pages, is a true and complete copy of the original of said document on file with this office for:

AZGO LLC
ACC file number: L-1723355-7

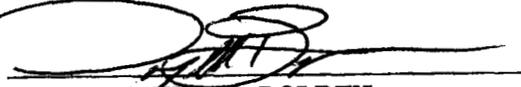


IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: August 16, 2012.




Executive Director

By:


DONYELL BOLDEN

AZ CORPORATION COMMISSION
FILED

JUL 23 2012

FILE NO. L-1723355-7

AZ CORPORATION COMMISSION
FILED

AUG 03 2012

FILE NO. L-1723355-7

ARTICLES OF MERGER

First, the names and jurisdictions of the parties to these Articles are:

AZGO LLC L-1723355-7 an Arizona limited liability company (the "Constituent Entity"); and
AZGO LLC M-1780824-0 a Nevada limited liability company (NO RECORD) (SURVIVOR)



PAID

85-

CR. # 1010

ARTICLES OF MERGER

Pursuant to the provisions of the A.R.S. Section 29-754, the undersigned limited liability companies adopt the following Articles of Merger:

FIRST, the names and jurisdictions of the parties to these Articles are:

AZGO LLC, an Arizona limited liability company (the "Constituent Entity"); and

AZGO LLC, a Nevada limited liability company (the "Surviving Entity").

SECOND, the plan of merger is on file at the Surviving Entity's principal place of business located at 101 Convention Center Drive, Suite 700, Las Vegas, Nevada 89109. The Surviving Entity will provide a copy of the plan of merger on request and without cost to any person who holds an interest in either business entity that is a party to the merger.

THIRD, each business entity that is a party to the merger has approved a plan of merger in the manner provided by law.

FOURTH, the effective date of the merger is effective upon the filing of these articles of merger with the Arizona Corporation Commission (the "Commission").

FIFTH, the Surviving Entity agrees that it may be served with process in the State of Arizona in any action, suit or proceeding for the enforcement of any obligation of the Constituent Entity and for the enforcement of any obligation of the Surviving Entity arising from the merger.

SIXTH, the Surviving Entity irrevocably appoints the Commission as its agent to accept service of process in the action, suit or proceeding described in the preceding paragraph. The address to which the Commission shall mail a copy of the process is 101 Convention Center Drive, Suite 700, Las Vegas, Nevada 89109.

AZGO LLC, an Arizona limited liability company

By: /s/ Darin H. Mangum, Esq.

Darin H. Mangum, General Counsel and Manager of Administrative and Legal Affairs



Darin H. Mangum, Esq.
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AZGO LLC, a Nevada limited liability company

By: /s/ Darin H. Mangum, Esq.

Darin H. Mangum, General Counsel and Manager of Administrative and Legal Affairs



Darin H. Mangum, Esq.
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EXHIBIT 6

FOR ACCREDITED AND SOPHISTICATED INVESTORS ONLY

ARIZONA GOLD PROCESSING LLC

Units of Class A Preferred Membership Interest

\$16,750 per Unit

Maximum Offering: \$1,675,000 (100 Units)

(expandable to \$2,010,000 or 120 Units)

Minimum Offering: None

Minimum Subscription: 2 Units (\$33,500)

ARIZONA GOLD PROCESSING LLC ("we", "us", "our", or the "Company"), is an Arizona limited liability company (LLC) formed to provide efficient and cost effective ore processing services for local gold and silver placer mines. We intend to acquire equipment and machinery that utilize the latest advances in gold and silver ore processing technologies such as electrostatic separation. The primary objectives of the Company are to: (i) acquire one or more high tension separators; (ii) place such equipment into operation servicing local active mining operations for gold, silver, and/or other precious metals pursuant to contracts; and (iii) distribute the Company's revenue from such activities to the Members in accordance with the Operating Agreement. There can be no assurance these objectives will be achieved. The Company maintains its principal place of business at 2575 E. Camelback, Suite 450, Phoenix, Arizona 85016 USA (Telephone: (602) 343-7500).

The Company is offering Units of Class A Preferred Membership Interest (the "Units") in accordance with Section 4(2) and/or Rule 506 of Regulation D promulgated under the Securities Act of 1933, as amended, and applicable state laws that provide an exemption from registration for limited private offerings. This Offering is not available in states or jurisdictions that do not recognize such an exemption. This is not a public offering. The Units are not available to the general public. This document is our confidential private placement memorandum (this "Memorandum") which explains the risks associated with the Units. Offers and sales of Units will be made only to "Accredited Investors" or to such persons who have sufficient knowledge and experience in financial, business and/or mining concerns who are capable of evaluating the merits and risks of the Units and who otherwise meet the qualifications set forth herein (See "Who May Invest"). If you do not meet these qualifications, please immediately return this Memorandum to the address on the cover.

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK DESCRIBED IN THE "RISK FACTORS" SECTION OF THIS MEMORANDUM. YOU SHOULD INVEST ONLY IF YOU CAN AFFORD A TOTAL LOSS OF YOUR CAPITAL CONTRIBUTION.

NEITHER THE U.S. SECURITIES COMMISSION (THE "COMMISSION") NOR ANY STATE SECURITIES AUTHORITY HAS APPROVED OR DISAPPROVED OF THIS OFFERING OR DETERMINED IF THIS MEMORANDUM IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

FOR MORE INFORMATION, PLEASE CONTACT:

The date of this Memorandum is:

December 5, 2011

Arizona Gold Processing LLC
2575 E. Camelback, Suite 450
Phoenix, Arizona 85016
Telephone: (602) 343-7500
E-mail: info@arizonagoldprocessing.com

Memorandum Copy No. _____

This cover page is continued on the following pages.

ARIZONA GOLD PROCESSING LLC
CLASS A PREFERRED UNITS
CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

THE COMMISSION DOES NOT PASS UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING MEMORANDUM OR OFFERING CIRCULAR OR OTHER SELLING LITERATURE. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE COMMISSION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED HEREUNDER ARE EXEMPT FROM REGISTRATION.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT.

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AT LEAST TWENTY FOUR (24) MONTHS OR PERHAPS FOR AN INDEFINITE PERIOD OF TIME.

	Price to Investors	Selling Commissions and Discounts (1)	Proceeds to Company (2)
Per Unit	\$16,750	\$0	\$16,750
Minimum Subscription	\$33,500	\$0	\$33,500
Minimum Offering (3)	N/A	N/A	N/A
Maximum Offering (4)	\$1,675,000	\$0	\$1,675,000

FOOTNOTES:

(1) The Units will be placed by the Company's management and/or officers or directors of the Company's Managing Member who will not receive remuneration in connection with such activities. However, the Company may utilize the services of third-party placement agents, FINRA broker-dealers, investment bankers, finders, and/or others who may charge a fee in connection with the placement of Units (See "Estimated Use of Proceeds").

(2) Net proceeds are calculated before deducting certain compensation to the Company's Managers, Managing Member and/or their affiliates in connection with their management of Company affairs (See "Estimated Use of Proceeds" and "Compensation").

(3) No minimum escrow threshold needs to be met prior to utilization of proceeds by the Company. Proceeds will be immediately available to implement the Company's objectives.

(4) The Offering may be expanded up to 120 Units (\$2,010,000 (the "Expanded Maximum")) in the Managing Member's sole discretion. Such action may have a dilutive effect on your interest in the Company's underlying assets, revenue, etc.

This offering (the "Offering") is being made by the issuer (the "Company") through its management. The Company reserves the right to cancel or modify the Offering, to reject subscriptions for Units in whole or in part for any or no reason, to waive conditions to the purchase of Units, and to accept a limited number of investors.

No Person has been authorized to give any information or to make any representations in connection with the offer made by this Memorandum unless preceded or accompanied by this Memorandum, nor has any Person been authorized to give any

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information or to make any representations other than that contained in this Memorandum and, if given or made, such information or representations must not be relied upon. This Memorandum does not constitute an offer or solicitation in any jurisdiction to any Person to whom it is unlawful to make such offer or solicitation in such jurisdiction. Neither the delivery of this Memorandum nor any sale made hereunder shall, under any circumstances, create an implication that there has been no change in the affairs of the Company since the date hereof.

STATE NOTICES

THE PRESENCE OF A LEGEND FOR ANY GIVEN JURISDICTION REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT JURISDICTION AND SHOULD NEITHER BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN ANY PARTICULAR JURISDICTION NOR THAT THE COMPANY IS SUBJECT TO THE SECURITIES LAWS OF ANY JURISDICTION.

FOR ALABAMA RESIDENTS: THESE UNITS ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE ALABAMA SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE UNITS HAS NOT BEEN FILED WITH THE ALABAMA SECURITIES COMMISSION. THE COMMISSION DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY UNITS, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF THIS MEMORANDUM ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE PURCHASE PRICE OF THE INTEREST ACQUIRED BY A NON-ACCREDITED INVESTOR RESIDING IN THE STATE OF ALABAMA MAY NOT EXCEED 20% OF THE PURCHASER'S NET WORTH.

FOR ALASKA RESIDENTS: THE UNITS OFFERED HAVE NOT BEEN REGISTERED WITH THE ADMINISTRATOR OF SECURITIES OF THE STATE OF ALASKA UNDER PROVISIONS OF 3 AAC 08.500-3 AAC 08.506. THE INVESTOR IS ADVISED THAT THE ADMINISTRATOR HAS MADE ONLY A CURSORY REVIEW OF THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS DOCUMENT SINCE THE DOCUMENT IS NOT REQUIRED TO BE FILED WITH THE ADMINISTRATOR. THE FACT OF REGISTRATION DOES NOT MEAN THAT THE ADMINISTRATOR HAS PASSED IN ANY WAY UPON THE MERITS, RECOMMENDED, OR APPROVED THE UNITS. ANY REPRESENTATION TO THE CONTRARY IS A VIOLATION OF A.S. 45.55.170. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE UNITS AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, IN MAKING AN INVESTMENT DECISION ON THESE UNITS.

FOR ARIZONA RESIDENTS: THE UNITS OFFERED HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF ARIZONA, AS AMENDED, AND ARE OFFERED IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION PURSUANT TO A.R.S. SECTION 44-1844(1). THE UNITS CANNOT BE RESOLD UNLESS REGISTERED UNDER THE ACT OR PURSUANT TO AN EXEMPTION FROM REGISTRATION.

FOR ARKANSAS RESIDENTS: THESE UNITS ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 14(b)(14) OF THE ARKANSAS SECURITIES ACT AND SECTIONS 4(2) AND 4(6) OF THE SECURITIES ACT OF 1933. A REGISTRATION STATEMENT RELATING TO THESE UNITS HAS NOT BEEN FILED WITH THE ARKANSAS SECURITIES DEPARTMENT OR WITH THE COMMISSION. NEITHER THE DEPARTMENT NOR THE COMMISSION HAS PASSED UPON THE VALUE OF THESE UNITS, MADE ANY RECOMMENDATIONS AS TO THEIR PURCHASE, APPROVED OR DISAPPROVED THE OFFERING, OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE PURCHASE PRICE OF THE INTEREST ACQUIRED BY AN UNACCREDITED INVESTOR RESIDING IN THE STATE OF ARKANSAS MAY NOT EXCEED 20% OF THE PURCHASER'S NET WORTH.

FOR CALIFORNIA RESIDENTS: THESE UNITS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE CALIFORNIA CORPORATE SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE UNITS CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS

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EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE UNITS CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. WYOMING REQUIRES INVESTOR SUITABILITY STANDARDS OF A USD\$250,000 NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS, AND AUTOMOBILES), AND AN INVESTMENT THAT DOES NOT EXCEED 20% OF THE INVESTOR'S NET WORTH.

FOR RESIDENTS OF ALL STATES: THESE UNITS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

FOR RESIDENTS OF ALL OTHER JURISDICTIONS: THESE UNITS HAVE NOT BEEN RECOMMENDED BY OR REGISTERED WITH ANY GOVERNMENT SECURITIES COMMISSION OR REGULATORY AUTHORITY. TO THE EXTENT ANY SUCH AUTHORITY HAS JURISDICTION OVER THE COMPANY, THESE UNITS ARE BEING OFFERED PURSUANT TO ANY AVAILABLE EXEMPTION FROM REGISTRATION. FURTHERMORE, NO GOVERNMENT SECURITIES COMMISSION OR REGULATORY AUTHORITY HAVE CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

WHO MAY INVEST

Investing in the Company involves a high degree of risk. The Units are suitable only for persons having adequate resources who understand the nature of and risk associated with acquiring interests in ore processing operators.

If you cannot afford a total loss of your capital contribution, do not invest. You must be able to bear the economic risk of your capital contribution for an indefinite period of time and can, at the present time, afford a total loss of the same.

To be considered for admission as a Preferred Member of the Company, you must complete in full and sign the Suitability Questionnaire attached to this Memorandum. The purpose of the Suitability Questionnaire is to provide us with sufficient information that we may determine your suitability to be a Preferred Member of the Company and to comply with federal and state securities laws. All information provided by you shall be considered confidential, subject to the conditions noted therein.

General Suitability Standards

For your subscription of Units to be considered, you will be required to represent in writing that:

1. You are acquiring the Units for your own account, and not with a view to resell or distribute;
2. Your overall commitment to invest is not disproportionate to your net worth exclusive of the value of your primary residence, and your capital contribution to the Company will not cause such overall commitment to become excessive;
3. You can bear the economic risk of your capital contribution for an indefinite period of time, and can at the present time afford a total loss of your investment;
4. You have thoroughly read and understand the terms of this Memorandum and the Operating Agreement and agree to be bound thereto;
5. You understand and accept the risks as set forth in this Memorandum; and

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6. You or your representative have sufficient knowledge and experience in financial matters, that you are capable of evaluating the merits and risks of the investment, can bear the economic risk of this investment for an indefinite period of time and can at the present time afford a substantial or complete loss of your investment (i.e., you are "sophisticated"), or you are an "accredited investor" as that term is defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended.

You are deemed "accredited" if

- a. You are a natural person whose individual net worth (exclusive of the value of your primary residence), or joint net worth with your spouse, presently exceeds \$1,000,000;
- b. You are a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with your spouse in excess of \$300,000 in each of those years and you reasonably expect reaching the same income level in the current year;
- c. You are a corporation, partnership, limited liability company, or other entity in which all of the equity owners are "accredited investors" (each meeting at least one of these suitability requirements);
- d. You are a trust with total assets in excess of \$5,000,000 and was not formed for the specific purpose of acquiring Units, the trustee of which has such knowledge and experience in real estate and/or financial and business matters that it is capable of evaluating the merits and risks of investing in the Units;
- e. You are either a bank, savings and loan association or other financial institution; a registered securities broker or securities dealer; an insurance company; a registered investment company or business development company; a licensed Small Business Investment Company; or a private business development company;
- f. You are a state-sponsored pension plan with total assets in excess of \$5,000,000;
- g. You are an employee benefit plan which either (a) has a fiduciary that is a bank, savings and loan association, insurance company, or registered investment adviser; (b) has total assets in excess of \$5,000,000; or (c) is a self-directed plan and investment decisions are made solely by persons that are "accredited investors" (meeting at least one of the listed suitability requirements);
- h. You are a non-profit organization described in section 501(c)(3) of the Internal Revenue Code that was not formed for the specific purpose of acquiring Units and have total assets in excess of \$5,000,000; or
- i. You are a director, executive officer, general partner, member or Manager of the Company.

These general standards represent the minimum requirements for you to become a Preferred Member of the Company and do not necessarily mean if you meet all of these requirements that you are qualified to be admitted as a Preferred Member of the Company. Moreover, we reserve the right to modify the suitability standards on a case-by-case basis in view of your financial circumstances or experience in such matters. We also reserve the right to reject your subscription for any or no reason, in our sole discretion.

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SUMMARY OF THE OFFERING

This term sheet is a summary of the principal terms and conditions for investment in the Class A Preferred Units of ARIZONA GOLD PROCESSING LLC. The terms and conditions set forth hereafter are qualified in their entirety by their more thorough treatment in the Memorandum. This summary alone does not constitute an offer to sell Unit(s) in the Company. An offer may be made only by an authorized representative of the Company and the recipient must receive a complete Memorandum, including all Exhibits.

The Company ARIZONA GOLD PROCESSING LLC ("we", "us", "our", or the "Company") is a limited liability company (LLC) organized under the laws of the State of Arizona. The Company's principal place of business is 2575 E. Camelback, Suite 450, Phoenix, Arizona 85016 USA. The Company's main telephone number is (602) 343-7500.

Our Objectives The Company was formed to provide efficient and cost effective ore processing services for local gold and silver placer mines. We intend to acquire equipment and machinery that utilize the latest advances in gold and silver ore processing technologies such as electrostatic separation.

The primary objectives of the Company are to:

- Acquire one or more high tension separators;
- Place such equipment into operation servicing local active mining operations for gold, silver, and/or other precious metals pursuant to contracts; and
- Distribute the Company's revenue from such activities to the Members in accordance with the Operating Agreement.

There can be no assurance these objectives will be achieved.

Arizona Ore Processing Market We believe a strong demand exists for efficient, cost effective ore processing services in the State of Arizona and its environs. Local placer mine operators often lack the proper equipment and technology to effectively process extracted ore to maximize production levels of gold and other precious metals. We intend to fill this gap by contracting with such operators to process their ore.

Electrostatic Separation Technology We intend to acquire and operate equipment that features electrostatic separation technology (also known as "high tension" separation). This technology is believed to be more friendly to the environment than other processes which often employ harsh chemicals. Electrostatic separators use the charging and de-charging of particles for the selective separation of conductive and non-conductive materials. Separation occurs when the different product components of the product feed lose their charge at different speeds. The ore mixture to be separated is fed onto a rotating drum with vibratory feeder and is then electrostatically charged using high voltages. As a result of this charging, the particles "stick" to the drum's surface due to electrostatic effects. With the rotation of the separation drum the particles are then taken out of the electrostatic field and are discharged. Metallic particles, such as gold and other precious metals, lose their charge very quickly and fall off the separation drum. The resulting "super concentrated" dried ore can then delivered to a refinery to be efficiently refined into gold and silver bullion.

Planned Initial Operations We are presently negotiating a contract to process up to 30,000 tons of ore from a local placer gold ore deposit in the Phoenix area as soon as we have our equipment

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in place and operational. We intend to conduct operations in leased facilities in an industrial area of Phoenix, Arizona, in relative proximity to the placer mine.

Company Structure

The Company is a Manager-managed limited liability company (LLC) with two (2) classes of equity ownership:

(1) Managing Membership Interest (voting equity); and

(2) Preferred Membership Interest (non-voting preferred equity with revenue sharing).

The Company's current sole Managing Member is AZGO LLC, an Arizona limited liability company.

Class A Preferred Unit Distribution Policy

Distributions of Company Net Revenue¹, capital, and other disposition of Company assets are allocated as follows per the Operating Agreement:

- First, 100% to the Class A Preferred Members (0% to the Managing Member) until the Preferred Members have realized 100% of their Capital Contribution;
- Thereafter, 75% to the Class A Preferred Members (25% to the Managing Member) until the Preferred Members have realized 200% of their Capital Contribution;
- Thereafter, 50% to the Class A Preferred Members (50% to the Managing Member) until the Preferred Members have realized 500% of their Capital Contribution (a "Redemption Event");
- Upon the occurrence of a Redemption Event (i.e., Preferred Members' realizing a 5 to 1 cash on cash return on their Capital Contribution) the Preferred Members' Units in the Company shall be automatically redeemed in consideration of cash already received at which time their Membership Interest in the Company shall end.

"Charter" Preferred Member Incentive

Until 5:00 P.M. Pacific Time on January 31, 2012, and until 21 Units are sold, in order to finalize our contract negotiations and commence the acquisition of production equipment as rapidly as possible, our Managing Member is offering to exercise its discretion and waive the automatic redemption clause in the Company's Operating Agreement for subscribers of at least three (3) Units in this Offering (\$50,250). Such "charter" Preferred Members would be thus eligible to continue to receive distributions pro-rata to their membership interest indefinitely for the life of the Company and would not be subject to a Redemption Event.

Management Compensation

The Company's Managers, our Managing Member and/or their Affiliates, including our Key Personnel, consultants, or other persons will be paid compensation in connection with their management of Company affairs. Such persons are also eligible for reimbursement for general and administrative costs and expenses, due diligence, market research, and pre-acquisition research costs in connection with the pursuit of the Company's objectives (See "Capitalization and Estimated Use of Proceeds"). Managers of the Company and/or Affiliates of the Managing Member may receive salaries or other forms of compensation out of the net proceeds of this offering or the Company's revenue, capital, or other disposition of Company assets

¹ Net Revenue is defined as 70% of Gross Revenue, less actual expenses. 30% of Gross Revenue is allocated to our Managing Member, AZGO LLC.

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or working capital reserves for services performed on behalf of the Company. Such services may include, but are not limited to, legal, accounting, investor relations, communications, business development, administrative support, etc. (See "Conflicts of Interest" and "Compensation").

- Securities Offered** We are offering for sale up to 100 Units of Class A Preferred Membership Interest only to "accredited" investors or to such persons (or their representatives) who have sufficient knowledge and experience in business and financial concerns that are capable of evaluating the merits and risks of the investment (i.e., "sophisticated" investors) (See "Who May Invest"), at \$16,750 per Unit, aggregating \$1,675,000. "Unit" means a Preferred Membership Interest in the Company. The minimum subscription by an investor is 2 Units (\$33,500), although we may elect to waive this minimum requirement and accept fractional Unit subscriptions in our sole discretion. The Offering may be expanded up to 120 Units (\$2,010,000) in the Managing Member's sole discretion. Such action may have a dilutive effect on your interest in the Company's underlying assets, revenue, etc..
- Type of Offering** The Offering is being conducted pursuant to Section 4(2) and/or Rule 506 of Regulation D under the Securities Act of 1933, as amended, and pursuant to applicable state laws that provide an exemption for limited private offerings. This Offering is not available to the public nor may any offers be made in states or jurisdictions that do not recognize an equivalent exemption.
- Suitability of Investors** The purchase of Units is suitable only for persons of substantial financial means that have no need for liquidity in their investments. Units will be sold only to "accredited investors" or to such persons (or their representatives) who have sufficient knowledge and experience in business, financial and/or mining concerns that are capable of evaluating the merits and risks of the investment (i.e., "sophisticated" investors) (see "Who May Invest").
- Potential Holdings** We expect to own and/or lease ore processing equipment and other assets related thereto.
- Risk Factors** Investing in ore processing concerns is highly speculative (See "Risk Factors").
- Capital Commitments** We are offering Units in minimum denominations of USD \$16,750, with the aggregate amount of Capital Contributions via this Offering not to exceed USD \$1,675,000 unless expanded.
- Management** We are managed by our Managing Member through their principals (See "Key Personnel"). We may also employ other persons to manage the Company's activities, including but not limited to, geologists, engineers, realtors, mortgage bankers, surveyors, appraisers, analysts, investment advisors, accountants, money managers, attorneys, risk managers, statisticians, computer technicians, bankers, consultants, etc. We may also enlist the services of other managers or professionals if deemed in the best interest of the Company.
- Voting Rights** Preferred Members have limited voting or consent rights (See the Operating Agreement). Control of the Company is vested with the Managing Member.
- Placement** Unless expanded, the placement is for up to \$1,675,000 in Units of Class A Preferred Membership Interest initially at \$16,750 per Unit. No minimum amount is required to proceed with the offering and/or release proceeds to the Company. The number of Members of the Company, including the Managing Member, will be limited to a maximum of 100 (after application of a look-through rule to investors that are partnerships, grantor trusts, or S-corporations). Each Preferred Member will

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be required to agree that they will not make a market in our interests and that they will not transfer their interest in the Company on an established securities market, a secondary market or the substantial equivalent thereof.

Minimum Investment	The minimum investment in the Company is a commitment of at least 2 Units (\$33,500) per investor. However, we may elect to waive this minimum requirement and accept fractional Unit subscriptions in our sole discretion..
Closing of Offering	Applications to subscribe for Units must be received by 5:00 PM Pacific Time within 180 days of the date on the cover of this Memorandum or such other date as may be set by the Company. This Offering may be closed at any time without notice.
U.S. Federal Income Taxation	We expect to be treated as a partnership for U.S. federal income tax purposes. As such, we will not be subject to U.S. federal income taxation on income and gain realized from our investments. Each Company Member that is a U.S. citizen, resident, corporation, or partnership will be required to take into account, in determining their own income tax liability, their allocable share of our income, gains, losses, deductions, and credits, whether or not such items are actually received by the Member.
Restrictions on Transfer of Units	Units may not be transferred without the prior written consent of the Company.
Redemption/Retraction	We may compulsorily redeem the Units of any investor at any time to ensure compliance with securities laws or for any lawful reason. Unless waived in the Managing Member's sole discretion (e.g., for subscribers of the first 20 Units of this Offering), upon the occurrence of a Redemption Event (i.e., Preferred Members' realizing a 5 to 1 cash on cash return on their Capital Contribution) the Preferred Members' Units in the Company shall be automatically redeemed in consideration of cash already received at which time their Membership Interest in the Company shall end.
Establishment Expenses	Establishment costs (attorneys fees, state filing fees, etc.) of the Company will be reimbursed by the Company to the Managing Member. Likewise, associated costs of the placing of the Units, as set forth in the Memorandum, will be paid by the Company.
Operating Expenses	The Company will also pay or reimburse the Company's Managing Member and/or its Affiliates for expenses incurred in connection with our operation, including accounting, legal, administrative, and other professional costs and out-of-pocket expenses.
Reports	Although not required, you may expect to receive reports from time to time regarding our activities and will be notified of important developments concerning the Company and its planned objectives.

EXHIBIT 7

ARIZONA GOLD PROCESSING - PRIVATE PLACEMENT MEMORANDUM DISTRIBUTION CONTROL SHEET
 Page 1 of 4

PPM NO.	NAME	ADDRESS					
1	78 Media, LLC	248 Foster Dr	Oswego	IL		60543	
2	Henry Hall	12060 Barranca Rd	Camarillo	CA		93012	
3	Alfred B. Johnson	2311 Easton Ave	Richland	WA		99354	
4	J. Timothy Burns	1802 Howell Branch	Winter Park	FL		32789	
5	1371063 Alberta Ltd.	3744 60 Street NW	Edmonton	Alberta		T6L 6E9 Canada	
6	Siegmar Seida & Elizabeth Seida	4344-28 A Street	Edmonton	Alberta		T6T1G6 Canada	
7	Cynthia S. Zock	4 Ridgeview Circle	Richardson	TX		75080	
8	Thomas David Cropp	12438 W Tigerseye Dr	Sun City West	AZ		85375	
9	William and/or Richard Popyuk	46 O'shaughnessy Crescent	Barrie	Ontario		L4N 7L8 Canada	
10	Stephen L. Werner	PO BOX 11267	Milwaukee	WI		53211	
11	Gerald W. Simonson	5813 Jeff Place	Edina	MN		55436	
12	John G. Bunce	948 Old Erin Way	Lansing	MI		48917	
13							
14							
15	Steve & Joan Gaspar	5026 Donna Ave	Tarzana	CA		91356-3911	

ARIZONA GOLD PROCESSING - PRIVATE PLACEMENT MEMORANDUM DISTRIBUTION CONTROL SHEET

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16	Douglas Buchanan	PO Box 860252	Plano	TX	75086-0252
17	Larry E. Glenn Jr.	2020 Edgewood Dr	Lakeland	FL	33803
18	Mark D. Vander Berg	147 West End Blvd	Winston-Salem	NC	27101-1319
19	Peter Harold Berg	PO Box 18345	Avon	CO	81620-8945
20	Robert Wang	408 2nd Ave S Apt 303	Kirkland	WA	98033-3623
21	Roger A. Kamm	52 Valley Ave	Smithtown	NY	11787-1131
22	Erich Ziller	224 W Tapawingo Rd	Mishicot	WI	54228-9720
23	Stanley E. Brooks	2948 Game Farm Rd	Springfield	OR	97477-7517
24	Christiansen Family Trust	943 Honeysuckle Dr	San Marcos	CA	92078-4996
25	C. Wayne Garkie	1625 S 28th St	Quincy	IL	62301-6303
26	MICLEB, LLC	1500 Burlwood Rd	Norman	OK	73026-0748
27	David Paul Jentzsch	12522 South 150 East	Draper	UT	84020
28	Roger D Castro	PO Box 53065	ABQ	NM	87153
29	Michael Jon Strancar	35504 Lorain Rd	N Ridgeville	OH	44039
30	John & Patricia Huff	2054 Arcane St	Simi Valley	CA	93065
31	John Stockwell	7655 Burlington Street	Ralston	NE	68127
32	Arnold Gleit	4301 N Ocean Blvd 506A	Boca Raton	FL	33431

ARIZONA GOLD PROCESSING - PRIVATE PLACEMENT MEMORANDUM DISTRIBUTION CONTROL SHEET
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33	Robert E. Kennihan	3014 Old Freeport Rd	Natrona Heights	PA	15065-1931
34	Patrick Locke Arnold	3509 Pitt NE	Albuquerque	NM	87111
35	Craig S Haught	2237 Bentley Ridge Drive	San Jose	CA	95138
36	Patrick Shaltry	7771 N River Road	Freeland	MI	48623
37	Stephen Arnold	2713 Rambler Place	Adelphi	MD	20783
38					
39	Kenneth T Reed, Jr.	203 Gall CV	Stafford	VA	22554
40	Leroy C Bell Jr	14038 Monticello Dr	Cooksville	MD	21723
41	Gerald B Carrier	8497 Route 415	Campbell	NY	14821
42					
43	Charles N Wallace Jr.	2507 Sinclair Ave	Midland	TX	79705
44	Jonnye Sue Derrick	111 Belle Lane	Pleasant Hill	CA	94523
45	John Alexander Wood Trust	4875 Meadowbrook Dr	Oceanside	CA	92056
46	Seth Andrew Wood Trust	2247 East Niles Ave	Fresno	CA	93720
47	Michael J. Sherer	2603 NE 87th St	Seattle	WA	98115

EXHIBIT 8

William Santee

From: Shumaker, Matthew W [mshumake@██████████]
Sent: Tuesday, February 28, 2012 10:12 AM
To: Wendy Coy
Cc: Nyal Niemuth
Subject: FW: Buckeye AZ Mine

From: ms42geologist@██████████ [mailto:ms42geologist@██████████]
Sent: Tuesday, February 28, 2012 10:12 AM
To: Shumaker, Matthew W
Subject: Fw: Buckeye AZ Mine

Sent from my Verizon Wireless BlackBerry

From: Ronice Harrison <ronice_harrison@██████████>
Date: Tue, 28 Feb 2012 09:03:53 -0800 (PST)
To: ms42geologist@██████████ <ms42geologist@██████████>
ReplyTo: Ronice Harrison <ronice_harrison@██████████>
Subject: Re: Buckeye AZ Mine

Oh, No problem, Charles Robertson. I will leave his contact details below.

Cell: ██████████
Office: 281-972-9871

Sent from my BlackBerry® smartphone.

From: "ms42geologist@██████████" <ms42geologist@██████████>
To: ronice_harrison@██████████
Sent: Tuesday, February 28, 2012 12:00:46 PM
Subject: Re: Buckeye AZ Mine

I'm sorry. I wasn't clear. Does he have a last name? That's what I meant. Oops.

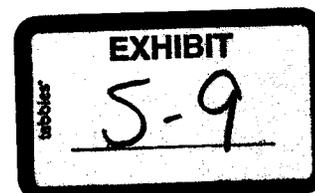
Sent from my Verizon Wireless BlackBerry

From: "Ronice Harrison" <ronice_harrison@██████████>
Date: Tue, 28 Feb 2012 16:58:53 +0000
To: <ms42geologist@██████████>
ReplyTo: ronice_harrison@██████████
Subject: Re: Buckeye AZ Mine

Charles is the owner of the company, who would be willing to speak and give you further info on the mine and opportunity.

Sent from my BlackBerry® smartphone.

From: ms42geologist@██████████
Date: Tue, 28 Feb 2012 16:56:15 +0000
To: Ronice Harrison <ronice_harrison@██████████>
ReplyTo: ms42geologist@██████████
Subject: Re: Buckeye AZ Mine



Who is charles?

Sent from my Verizon Wireless BlackBerry

From: Ronice Harrison <ronice_harrison@[REDACTED]>
Date: Tue, 28 Feb 2012 08:43:36 -0800 (PST)
To: ms42geologist@[REDACTED] <ms42geologist@[REDACTED]>
ReplyTo: Ronice Harrison <ronice_harrison@[REDACTED]>
Subject: Re: Buckeye AZ Mine

Hey, Good Afternoon,

If you would like I can have myself or Charles give you a call when it's convenient for you to go over the specs and see if its something you are interested in.

Thanks

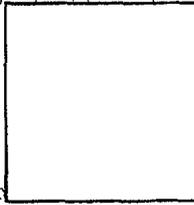
Ronice Harrison

[REDACTED]

Conference Line: (559) 546-1000 - Access Code: 853138#

Skype - ronice.harrison

So Jesus said to them, "Because of your unbelief for awhile, I say to you, if you have faith as a mustard seed, you will say to this mountain, 'Move from here to there,' and



it will move; and nothing will be impossible for you." - Matthew 17:20

From: "ms42geologist@[REDACTED]" <ms42geologist@[REDACTED]>
To: ronice_harrison@[REDACTED]
Sent: Tuesday, February 28, 2012 11:28:05 AM
Subject: Buckeye AZ Mine

I got the e-mail at another e-mail address. What can you tell me about it?

Thx.

Sent from my Verizon Wireless BlackBerry

EXHIBIT 9

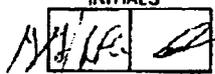
INDUSTRIAL LEASE

LANDLORD and American Mineral Recovery, LLC agree:

BASIC LEASE INFORMATION

In addition to the terms which are defined elsewhere in this Lease, the following defined terms are used in this Lease:

- (a) DATE: May 21, 2012
- (b) TENANT: American Mineral Recovery, LLC
- (c) TENANT'S ADDRESS: American Mineral Recovery, LLC
ATTN: Terry Hepler
9920 W. Camelback Rd., Suite 2127
Phoenix, AZ 85037
- (d) PERSONAL GUARANTOR: William C. McCorriston
500 Ala Moana Blvd., 4th Floor
Honolulu, Hawaii 96813
- (e) LANDLORD: Franklin E. Gilbert Properties I, LLC
- (f) LANDLORD'S VENDOR NO.: _____
- (g) LANDLORD'S PHONE NO.: 480-217-6968
- (h) LANDLORD'S ADDRESS: _____
- (i) PREMISES ADDRESS: 40 S. 69th Ave.
Phoenix, AZ 85043
Parcel No. 104-09-050
- (j) SQUARE FOOTAGE: +/-12,000 SF industrial building
situated on approximately +/-
12,000 SF industrial building
situated on approx. 1.01 ac. being
the building at 40 S. 69th Ave.
Phoenix, AZ, 85043, the paved
area north of the building to the

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Landlord Tenant

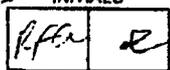
northern property line, the area east of the building to the eastern property line, the area west of the building to the western property line, the paved area south of the building being approx. 50' +/- wide.

- (k) COUNTY: Maricopa
- (l) TERM COMMENCEMENT DATE: Upon Mutual Execution of the Lease and receipt of deposit and first month's rent.
- (m) TERM: Thirteen (13) months, plus any fractional portion of a month.
- (n) TERM EXPIRATION DATE: June 30, 2013.
- (o) RENT FREE PERIOD: May 21, 2012 – June 30, 2012.
- (p) SECURITY DEPOSIT: \$4,200.00.
- (q) MONTHLY BASE RENT:

	Rent Abatement	Monthly Lease Rate	Monthly Base Rent
INITIAL TERM	5/21/2012 - 6/30/2012	\$0.000	\$0.00
	7/1/2012 - 12/31/2012	\$0.300	\$3,600.00
	01/01/2013 - 06/30/2013	\$0.350	\$4,200.00
OPTION Year 1		\$0.364	\$4,368.00
Year 2		\$0.379	\$4,542.72

- (r) ADDITIONAL MONTHLY RENTAL: Taxes, Insurance and CAM:

Anticipated to be \$0.135 p.s.f.

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during initial lease term. All subsequent years will be based on the annual budget.

THIS LEASE is made and entered into as of the date listed above, by and between Landlord and American Mineral Recovery, LLC as Tenant.

WITNESSETH: That the Landlord, in consideration of the covenants of said Lease hereinafter set forth, does lease the Premises to American Mineral Recovery, LLC under the terms and conditions set forth and grants to American Mineral Recovery, LLC the full and quiet enjoyment of the Premises throughout the term of the Lease.

1. Term.

(a) The term of said Lease is for the period specified above, commencing on the Commencement Date and ending on the Expiration Date. American Mineral Recovery, LLC shall be entitled to possession of the Premises when this Lease has been signed.

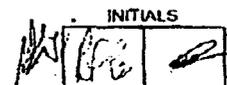
(b) The Rent Free Period of this Lease shall extend between the dates set forth above in (c) of the Basic Lease Information. During the Rent Free Period, American Mineral Recovery, LLC shall pay no rent to Landlord. During the Rent Free Period, American Mineral Recovery, LLC may be fully open for business in the Premises. During the Rent Free Period, all other terms of this Lease shall apply.

(d) If Landlord has not delivered the Premises to American Mineral Recovery, LLC within five (5) days of the signing hereof, American Mineral Recovery, LLC shall have the right to cancel this Lease and have no further obligation to Landlord. In the event of any delay in delivery of the Premises by Landlord to American Mineral Recovery, LLC, the dates of the Rent Free Period shall be adjusted to the actual date of delivery so that the actual duration of such periods remains the same as set forth above.

2. Monthly Rental.

(a) The monthly rental on the Premises shall be the Monthly Base Rent specified above, plus any excise, privilege, or sales tax levied by a political subdivision.

(b) Rental shall commence on the Commencement Date, except as modified by any Rent Free Period, and no rental shall be due for occupancy by American Mineral Recovery, LLC prior to that date. The rental payment due for the first (1st) month in which rent is due shall be paid upon execution of this Lease. If the Commencement Date is not the first (1st) day of the month, then the rental payment for the first (1st) month shall be prorated and the prorated rental payment for the first (1st) month shall be paid upon execution of this Lease. All other payments are due on or before the first (1st) day of each

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calendar month during the term herein without any prior demand.

3. Tenant Purchase Option.

(a) At any time during the term of this lease or any extension thereof, Tenant has the first right of refusal to purchase the Premises, based upon current appraisal showing market price, mutually agreeable terms and by mutual agreement by Landlord to sell and Tenant to purchase, including the building, the area to the north of the building of this parcel and 50 feet to the south of the building of the subject parcel and the area to the east of the building to the parcel lot line (a total of approximately 1.01 acres), at then current market price.

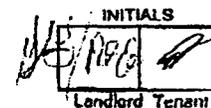
(b) At any time during the term of this lease or any extension thereof, Tenant has the first right of refusal to purchase the remaining land of the subject parcel not included in section 3a based upon current appraisal showing market price, mutually agreeable terms and by mutual agreement by Landlord to sell and Tenant to purchase.

(c) This price does not include Buyer's proportionate share of normal escrow and closing costs, including any lender fees if Buyer chooses to use financing for the purchase. Seller shall be responsible for its share of normal and customary closing costs as well, including the payment of a 3% commission to Jenette Bennett and Gary Eschenroeder, Tri West Commercial and Development at Close of Escrow. Tenant's payment of rent to Landlord shall cease upon Close of Escrow.

4. Taxes, Insurance, and Common Area Maintenance Charges.

(a) American Mineral Recovery, LLC shall also pay monthly as additional rental its Proportionate share of the real property taxes, casualty insurance and Common Area Maintenance (CAM) expenses incurred by Landlord. The amount to be paid by American Mineral Recovery, LLC is set forth in the Basic Lease Information. Annual increases in the amount to be paid by American Mineral Recovery, LLC in subsequent Lease years shall be based on an annual budget. Common use area being the area between the building at 40 S. 69th Ave., Phoenix, AZ 85043 and the building at 6743 W. Farmer Rd., Phoenix, AZ 85043.

(b) Anything to the contrary in this Lease notwithstanding, Common Area Maintenance charges shall not include: (i) depreciation on equipment used to maintain the building; (ii) costs of repairs and replacements to the extent that proceeds of insurance or condemnation awards are received therefore; (iii) attorney's fees, costs and disbursements incurred in connection with matters related to the formation of Landlord as an entity and maintaining its continued existence as an entity; (iv) brokerage commissions paid by Landlord in connection with leasing of space in the center; (v) the costs of building out leasable space in preparation for occupancy; (vi) the cost of substantial replacement of the roof, structural components, building systems, parking lot(s), landscaping or other "capital

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expenditures", unless such expenses are amortized over the life of the repair, (vii) principal and interest payments to service the debt under any mortgage secured by the center; (viii) lease rentals under any ground or underlying lease affecting the building; (ix) fees or charges in connection with Landlord's refinancing of any loan secured by the building; (x) any fees incurred contesting any tax related to the Premises unless tenant consents in writing to such contest; however, if such contested taxes are reduced as a result of contesting, Tenant shall be required to participate in the fee to reduce such contested taxes.

5. Security Deposit.

American Mineral Recovery, LLC shall pay, upon the execution hereof, the Security Deposit specified above, as security for the performance of the terms and conditions of this Lease. The Security Deposit shall be returned to American Mineral Recovery, LLC within thirty (30) days of the termination of this Lease, provided American Mineral Recovery, LLC's obligations under this Lease have been fully discharged and provided American Mineral Recovery, LLC is not in default of the Lease.

6. Use of Premises.

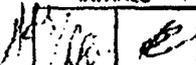
The Premises described above are leased to American Mineral Recovery, LLC for the purpose mineral recovery processing. The American Mineral Recovery, LLC office at the Premises may, but is not required to, operate 24 hours a day, 7 days a week. Landlord acknowledges that such a use does not constitute a nuisance.

7. Compliance with Laws.

Landlord represents that as of the Commencement Date the Premises comply with all applicable laws, codes, statutes, ordinances and governmental rules and regulations (hereinafter collectively "Laws"). Notwithstanding anything to the contrary contained in this Lease, Landlord shall, throughout the term of this Lease, at its own expense be responsible for any modifications, repairs, additions or improvements (collectively "Changes") which are required by any governmental authority to cause the common areas to comply with any Laws relating to building safety, fire protection, disabled and handicapped persons, including access to or use of the common areas by persons with disabilities or handicaps, and all other matters relating to or affecting the condition and use of the common areas.

8. Approval by City.

(a) This Lease is contingent upon approval, if required, by the city in which the Premises is located and any other governmental authority having jurisdiction over American Mineral Recovery, LLC's proposed use and occupancy of the Premises and the conformance of that use and occupancy with all zoning and other municipal requirements.

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Landlord Tenant

Such approval shall be a condition precedent to the effectiveness of this Lease.

(b) If American Mineral Recovery, LLC occupies the Premises prior to obtaining final approval by the city or other authority, and approval is thereafter denied within ninety (90) days after the Commencement Date, this Lease shall thereupon terminate, Landlord shall refund American Mineral Recovery, LLC all sums paid and deposited by American Mineral Recovery, LLC therefore, and neither party shall have any further rights or obligations hereunder. If such approval is denied after ninety (90) days following the Commencement Date, this Lease shall thereupon terminate, Landlord may retain the sums paid as rent by American Mineral Recovery, LLC, and neither party shall have any further rights or obligations hereunder.

9. Insurance.

(a) American Mineral Recovery, LLC shall obtain and continue in force during the term of this Lease combined commercial general liability insurance providing protection of at least \$1,000,000.00 single limit with no deductible covering property damage and injury or death to any person or persons. American Mineral Recovery, LLC shall also insure or self-insure (provided Tenant has a net worth of not less than \$10,000,000) its own contents, fixtures, furniture and equipment from loss or damage by fire or other perils.

(b) Tenant shall also insure all plate glass, and machinery in an amount not less than \$1,000,000. Additionally,

(c) Tenant shall also obtain insurance to cover Business Income for a period of 12 months.

(d) Landlord shall obtain and continue in force during the term of this Lease, a policy or policies of insurance covering loss or damage to the building in which the Premises is a part by fire or other perils in the amount of 80% of full replacement value thereof.

(e) American Mineral Recovery, LLC shall maintain workmen's compensation coverage as required by the laws of the State in which the Premises is located, or the laws of the United States.

(f) American Mineral Recovery, LLC agrees, within 10 days of executing the Lease, to provide Landlord with a memorandum copy of all insurance policies maintained by American Mineral Recovery, LLC under this Lease, and additionally name Landlord and the property manager, or any other persons or entities designated in writing by Landlord, as an additional insured party.

10. Waiver of Subrogation.

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RIG [Signature]
Landlord Tenant

American Mineral Recovery, LLC and Landlord each hereby release and relieve the other, and waive their entire right of recovery against the other for loss or damage that may occur to the Premises, improvements therein, or to personal property of American Mineral Recovery, LLC within the Premises, by reason of fire, the elements or other casualty regardless of the cause or origin, including the negligence of Landlord or American Mineral Recovery, LLC or their agents, employees, contractors and/or invitees. American Mineral Recovery, LLC and Landlord shall give notice to their respective insurance carriers, if required, that the foregoing mutual Waiver of Subrogation is contained in this Lease.

11. Repairs.

(a) Except as otherwise provided herein, American Mineral Recovery, LLC agrees to perform all necessary maintenance work to the interior portions of the Premises. American Mineral Recovery, LLC also agrees to maintain and make all repairs to the heating and cooling system.

(b) Landlord warrants that on the Commencement Date the heating, cooling, electrical and plumbing systems shall all be in good and operable condition, the Premises shall be structurally sound, and the roof shall be water-tight. Landlord shall make all necessary repairs to the exterior walls, including electric and plumbing on the exterior of the Premise—excluding doors and windows, which shall be the responsibility of Tenant.

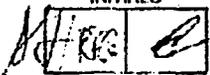
(c) Except as otherwise provided herein, and except for any latent defects in the Premises, American Mineral Recovery, LLC accepts the Premises in its present condition.

12. Modifications.

(a) Landlord shall deliver to American Mineral Recovery, LLC the space in its "as-is" condition.

13. Alterations or Improvements.

(a) American Mineral Recovery, LLC may make improvements or other alterations in the interior of the leased Premises at its own expense, provided, however, that prior to commencing any such work, American Mineral Recovery, LLC shall first obtain written consent from Landlord (which consent shall not be unreasonably withheld). Landlord shall have the right to post a notice of non-responsibility. Such improvements or alterations shall remain the property of the Landlord at the termination of this Lease, unless Landlord requests that the improvements or alterations be removed by American Mineral Recovery, LLC, in which event the improvements or alterations shall be removed prior to

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the Expiration Date without material damage to the Premises.

(b) American Mineral Recovery, LLC shall have the right, but not the obligation, to install in the Premises a security system, video surveillance cameras and/or a currency dispensing machine for its employees' use. No further consent from Landlord shall be necessary for these installations. These systems and equipment shall remain the personal property of American Mineral Recovery, LLC (or its equipment vendors) even though one or all of the items are attached or affixed to the Premises. American Mineral Recovery, LLC shall have the right to remove any or all of these items at any time. American Mineral Recovery, LLC shall repair any damage to the Premises which results from such removal.

14. Services/Utilities.

(a) American Mineral Recovery, LLC shall pay for all water, gas, heat, light, power, sewer charges, garbage collection and all other utility services supplied to the Premises.

15. Assignment/Subletting.

American Mineral Recovery, LLC may assign this Lease without Landlord's consent to a corporation or other entity which is owned by American Mineral Recovery, LLC or to a parent or affiliated company. However, Tenant must provide Landlord with the assignee's financials and any additional information Landlord may need to keep for its records. American Mineral Recovery, LLC agrees that it will not otherwise assign or sublet in whole or part any portion of the leased Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld. Landlord may sell, transfer, or assign all or any part of its interest in the Premises without the consent of American Mineral Recovery, LLC.

16. Injury or Loss.

Landlord shall not be responsible or liable for any loss, theft, or damage to property or injury to, or death of, any person on or about the leased Premises, especially if it is the result of any negligent act or omission of American Mineral Recovery, LLC, and American Mineral Recovery, LLC agrees to indemnify, defend and hold Landlord harmless therefrom.

17. Entry of Landlord.

Landlord reserves the right to enter upon the leased Premises upon obtaining Tenant's permission with no less than twenty-four (24) hours' notice for the purpose of inspecting the Premises, and reserves the right, during the last One Hundred Twenty (120) days of the term of the Lease, to show the Premises at reasonable times to prospective

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tenants, providing American Mineral Recovery, LLC has not tendered a written intent to Landlord to renew this Lease or to negotiate a new Lease for the Premises.

18. Option to Renew.

American Mineral Recovery, LLC shall have the option to renew this Lease for an additional two (2) years upon all of the same terms and conditions, except that the Monthly Base Rent shall be increased in the manner set forth below. Notice of intent to renew shall be given not less than One Hundred Twenty (120) days prior to the Expiration Date. The rental for the additional term shall be computed by increasing the Monthly Base Rent by Four percent (4%) annually.

19. Default.

(a) Written notice of any material breach alleged under this Lease shall be given to the breaching party. If the breaching party has not cured the breach at the end of ten (10) days after receipt of notice by certified mail, or for breaches which cannot be cured in ten (10) days, has not commenced action to cure the breach and completed such action with reasonable promptness, then the breaching party is in default of this Lease.

(b) If American Mineral Recovery, LLC is in default, then the Landlord, after proper notice by certified mail, may do one or more of the following: (1) take possession of the Premises; (2) declare this Lease at an end and terminated; (3) re-enter the Premises and cure said breach at American Mineral Recovery, LLC's cost; (4) sue for its damages including an additional amount for reasonable attorneys' fees and costs; and/or (5) exercise any other remedies allowed by law.

(c) If Landlord is in default, then American Mineral Recovery, LLC, after proper notice by certified mail, may do one or more of the following: (1) declare this Lease at an end and terminated; (2) cure said breach and account for such costs against future amounts due to Landlord; (3) sue for its damages including an additional amount for reasonable attorneys' fees and costs; and/or (4) exercise any other remedies allowed by law.

20. Surrender of Premises.

American Mineral Recovery, LLC shall, upon the expiration of the term of the Lease, or upon an earlier termination hereof, quit and surrender the Premises in good order or condition and repair, reasonable wear and tear excepted. All damage resulting from removal of Tenant's furniture or fixtures shall be repaired to Landlord's satisfaction.

21. Installation of Signs.

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Landlord	Tenant

Landlord hereby gives its consent to American Mineral Recovery, LLC to install within the Premise sign or signs as may be useful in connection with its business so long as all such signs comply with all requirements of the city in which the Premises are located; however, all such signs must be professionally constructed. Landlord agrees that American Mineral Recovery, LLC may use all of the existing signs, posts, facilities and equipment currently located within the Premises. American Mineral Recovery, LLC shall remove all signage at the termination of this Lease.

22. Savings Clause.

If any term or provision of this Lease or any application thereof shall be declared or held to be invalid or unenforceable, then the remaining terms and provisions of this Lease shall not be affected thereby.

23. Lien Protection.

American Mineral Recovery, LLC agrees that at no time during the term of this Lease will it permit a lien or encumbrance arising from any act or omission on its part of any kind or nature to come into existence against the Premises. If at any time a lien or encumbrance arising from an act or omission of American Mineral Recovery, LLC is filed against the Premises, American Mineral Recovery, LLC shall promptly discharge said lien or encumbrance, and if said lien or encumbrance has not been removed within thirty (30) days from the date it is filed or recorded against the Premises, American Mineral Recovery, LLC agrees that it will deposit with Landlord cash or a satisfactory bond in an amount sufficient to satisfy the claim of the person or concern filing the lien or encumbrance and shall leave the same on deposit with Landlord until said lien is discharged.

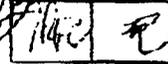
24. Notices.

Any notices or demands to be given hereunder shall be given to Landlord or to American Mineral Recovery, LLC at the addresses set forth in Basic Lease Information or at such other address as may later be provided.

25. Condemnation.

(a) In the event all or any part of the Premises shall be taken by right of eminent domain, or in the event the Landlord makes a conveyance of all or any part of the Premises in lieu of taking by right of eminent domain, then this Lease shall, at the option of either party cease and terminate. In such event, American Mineral Recovery, LLC shall not be required to make any further rental payments to the Landlord.

(b) In the event that an award is made for the taking of such property and parcels of the Premises in condemnation proceedings, or by the right of eminent domain, or conveyance under threat of condemnation proceedings, Landlord shall be entitled to

INITIALS

Landlord Tenant

receive and retain the amounts awarded or paid for such taking or conveyance, provided, however, that American Mineral Recovery, LLC shall be entitled to receive and retain such amounts as are specifically awarded to it in such proceedings because of the taking of its furniture, or fixtures, and its leasehold improvements which have not become a part of the realty. It is understood and agreed that any amounts specifically awarded in any such taking for the damage to the business of American Mineral Recovery, LLC done at the Premises, or awarded to it as a result of the interference with the access to the Premises, or for any other damage to said business and trade done at the Premises, shall be the property of American Mineral Recovery, LLC, provided, however, that no such claim shall diminish Landlord's award or the award of Landlord's lender.

(c) It is understood and agreed that in the event of termination of this Lease as provided under this Paragraph, American Mineral Recovery, LLC shall have no claim against Landlord for the value of any unexpired term of this Lease and no right or claim to any part of the award on account thereof.

26. Destruction of Premises.

If the Premises are materially damaged as a result of fire or other casualty which casualty is not the result of Tenant's negligence, then either party may terminate this Lease as of the date the damage occurred and both parties shall be relieved from all obligations hereunder. Written notice must be received within ten (10) days of the damage occurring. If neither party terminates the Lease, then Landlord shall, within ninety (90) days after the occurrence of said damage, repair the Premises to its condition immediately prior to said damage. American Mineral Recovery, LLC shall be responsible for replacement of its own fixtures, furnishings and equipment damaged as a result of the damage. Landlord shall provide Tenant with a Vanilla Shell space, similar to current "as-is" condition. Until the repair work has been completed, the rental payments to be made by American Mineral Recovery, LLC shall abate. The rental shall abate completely if the Premises are entirely unusable during the period of repair, and shall abate partially in proportion to the extent to which the damage interferes with use of the Premises if the Premises are usable.

27. Waiver.

No waiver of any breach of any one of the agreements, terms, conditions or covenants of this Lease by Landlord or American Mineral Recovery, LLC shall be deemed to imply or constitute a waiver of any other agreement, term, condition or covenant of this Lease. The failure of either party to insist on strict performance of any agreement, term, condition or covenant, herein set forth, shall not constitute or be construed as a waiver of the rights of either thereafter to enforce any other default of such agreement, term, condition or covenant; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable either party hereto to forego or subvert or otherwise disregard any other agreement term, condition or covenant of this Lease.

INITIALS

Landlord Tenant

28. Broker.

In the event any of the parties herein utilizes a real estate agent or real estate brokerage firm in connection with this Lease, Landlord shall be responsible for the payment of any and all commissions resulting therefrom, provided the broker or brokerage firm is disclosed prior to executing this lease document. Tenant has retained Jenette Bennett and Gary Eschenroeder, Tri West Commercial and Development, in connection with transaction. Landlord will pay compensation retained by Tenant in respect to this lease of Three Percent (3%) of the value of the lease consideration upon lease execution, and Three Percent (3%) of any future renewal and/or purchase transaction. Landlord warrants it has not retained a broker or brokerage firm in connection with this transaction.

29. Estoppel Certificate.

Whenever requested to do so by either party, the other party to this Lease shall execute and deliver to the requesting entity within ten (10) days after receipt of a written request a written statement which shall recite all of the following, if true, or which shall recite in detail, in what particular respect any of these items are not true: (a) This Lease is in full force and effect; (b) This Lease is in good standing; (c) All rent payments required to be paid by American Mineral Recovery, LLC up to the date of the statement, have been paid; (d) No advance rent payments have been made, or if any were paid, the specific period of time for which they were paid; (e) This Lease has not been amended or changed; (f) The party providing the statement has no outstanding claims or demands against the other party under the terms and provisions of this Lease; (g) Such other information about the then status of this Lease as might be reasonably requested.

30. Successors.

All of the agreements, terms, conditions, and covenants set forth in this Lease shall inure to the benefit of and be binding upon the heirs, legal representatives, successors, executors and assigns of the parties, except that no assignment of Lease in violation of the provisions of this Lease shall vest any right in the assignee.

31. Guarantors.

William C. McCorrison at 500 Ala Moana Blvd., 4th Floor, Honolulu, Hawaii 96813. shall personally guarantee the lease for the initial term and any renewal option periods. Personal financial statement attached hereto.

(Signatures on the following page.)

INITIALS	
	
Landlord Tenant	

31. Entire Agreement.

This Lease constitutes the entire agreement of the parties hereto. No representations, promises, terms, conditions, obligations or warranties whatsoever referring to the subject matters hereof, other than those expressly set forth herein, shall be of any binding legal force or effect whatsoever. No modification, change or alteration of this Lease shall be of any legal force or effect whatsoever unless in writing, and signed by all the parties hereto. Wherever used herein, the singular shall include the plural, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the parties have hereunto set their hands, or caused this Lease to be executed by their authorized agent this 21st day of May, 2012.

LANDLORD:

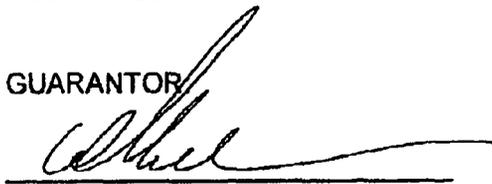


By: Franklin E. Gilbert Properties I, LLC

Name: George E. Gilbert

Title: Member

GUARANTOR:



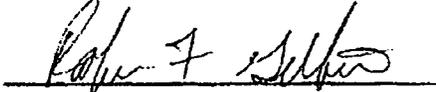
By: William C. McCorrison

Address: 500 Ala Moana Blvd., 4th Floor

Honolulu, Hawaii 96813

808-529-7401

LANDLORD:

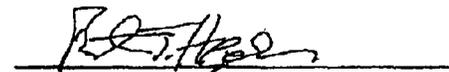


By: Franklin E. Gilbert Properties I, LLC

Name: Robert F. Gilbert

Title: Trustee, Member

TENANT:



American Mineral Recovery, LLC

Name: Robert T. Hepler

Title: Member

EXHIBIT 10

1 at Arizona Gold Processing?

2 A. Since November of last -- 2011.

3 Q. What is the business address?

4 A. Our business address is 2575 Camelback, our
5 Arizona address, and then we have a Utah address.

6 Q. Okay. What is -- do you have either of those?

7 A. I don't have it in front of me.

8 Q. Okay. If you want to add that to the list that
9 you are producing.

10 A. Okay. Oh, certainly.

11 Q. And do you have a business telephone number? Do
12 you know that?

13 A. It is 602-373-7500.

14 Q. Prior to being the manager at Arizona Gold
15 Processing, where were you employed?

16 A. I have worked with David Mangum at Energy
17 Exchange and Gold Mine Exchange for two and a half
18 years. It is not really employed. It is self
19 employment.

20 Q. Okay. And what role did you play with Energy
21 Exchange and -- what was the other? Gold Mining
22 Exchange?

23 A. Yeah. Business development and, you know,
24 research of oil and gas projects or, you know, various
25 things related to finding, you know, projects that

1 AZGO, Arizona Gold.

2 THE WITNESS: I am a signer. I forgot. I was
3 thinking of all other accounts.

4 BY MS. COY:

5 Q. Okay. So Arizona Gold Processing, LLC, are you
6 a signer -- does that have a bank account?

7 A. Yes, it does.

8 Q. Where is that bank account located?

9 A. In Utah.

10 Q. What bank?

11 A. AmericanWest.

12 Q. What is that?

13 A. AmericanWest.

14 Q. Okay. And are you a signer on that account?

15 A. Yes, I am.

16 Q. Who are the other signers on that account?

17 A. Darin Mangum.

18 Q. Any others?

19 A. I would have to ask my attorney but I think our
20 accountant.

21 MR. MANGUM: Brian Kofford.

22 THE WITNESS: Brian Kofford.

23 BY MS. COY:

24 Q. Can you spell the last name, please.

25 A. I can't but my attorney can.

1 Corporation Commission Securities Division subpoenaed
2 the records of Arizona Gold Processing, LLC?

3 A. To my knowledge all of that went to Darin
4 Mangum, our attorney. And I really never went through
5 it with any details except for what was on the cease and
6 desist order.

7 Q. Let me ask this. Who is the custodian of
8 records for Arizona Gold Processing?

9 A. Custodian of records, you mean the guy that's
10 holding the records?

11 Q. Correct.

12 A. That would be Darin Mangum.

13 Q. Okay. Who is the custodian of records for AZGO,
14 LLC?

15 A. Darin Mangum.

16 Q. So do you personally have any records of Arizona
17 Gold Processing, LLC or AZGO in your possession or
18 control?

19 A. No.

20 Q. Are you aware of any of the documents that have
21 been produced by Arizona Gold Processing or AZGO?

22 A. Produced to give to you?

23 Q. Correct.

24 A. Some.

25 Q. All right.

1 A. It is on 69th. I just have to get the address.
2 We just got the office.

3 Q. What now? You just got the office?

4 A. No, not the office, the plant. You asked where
5 the plant is. It is like -- I don't know the exact
6 address. And I went to it yesterday for the first time.
7 We have a partner here, one of our partners that's
8 running all that, Terry Hepler.

9 Q. Okay. Who are the partners in Arizona Gold
10 Processing?

11 A. Terry Hepler, Darin Mangum, David Mangum, and
12 Charles Robertson.

13 Q. And Mr. Hepler lives in Arizona?

14 A. Now he does.

15 Q. And do you know where he lives?

16 A. Again it is in my phone.

17 Q. Okay.

18 A. Yesterday was the first time I was there. He
19 moved down here just for the plant.

20 Q. Okay. Who are the partners of AZGO, LLC?

21 A. Same partners.

22 Q. Okay. So at this point no ore has been
23 processed. Is there a machine yet?

24 A. Today we actually got pictures from the
25 soon-to-be delivered equipment.

1 Q. And at this point, do you have any contracts
2 with the refinery?

3 A. No.

4 Q. Okay. So the location in Texas that Dr. Hayes
5 has, when you send the super concentrated ore, is that
6 facility the final refiner?

7 A. Yes.

8 Q. Okay. But you don't have a contract, or Arizona
9 Gold Processing, or AZ --

10 A. Dr. Hayes does but we don't.

11 Q. Okay. Does Dr. Hayes hold any position with
12 Arizona Gold Processing?

13 A. No.

14 Q. Okay. At some point -- so explain to me, that
15 if Dr. Hayes has the refining contract, how that
16 benefits Arizona Gold Processing.

17 A. Because Dr. Hayes, as part of our agreement and
18 part of our relationship with him, gets a percentage of
19 what we do, which is shown in our executive summary. He
20 also has contracted this final processing of the super
21 cons and is coordinating and will come to testify about
22 that, how we take the super cons from our plant to them
23 and back to us with the final product. And he will
24 bring in what it looks like.

25 Q. Okay. But if he has got the refinery contract,

1 A. Are you talking about the 8331 or the other?

2 Q. ACC 24?

3 A. Yes, 24.

4 Q. Okay. Other than that, that document is
5 accurate? Don't pull it out, please.

6 A. Oh, okay.

7 Q. Thank you. But other than that page, everything
8 else is still accurate?

9 A. Yes.

10 Q. Okay. What was the purpose for creating the
11 document starting at Bates No. ACC 12?

12 A. Explaining what we are doing.

13 Q. To whom?

14 A. Potential investors.

15 Q. Okay. And if you look at Bates No. ACC 14 for
16 me.

17 A. Uh-huh. Okay.

18 Q. Okay. When it says, item number 1, it says
19 Arizona Gold Processing, LLC has contracted with a fully
20 permitted placer mine deposit to provide their ore, is
21 that the one that's owned by -- or, wait. Dr. Hayes has
22 that contract, correct?

23 A. We have a subcontract.

24 Q. Which is --

25 A. Red sand.

1 PPM?

2 A. Yes, the address of the mine.

3 Q. Okay. Anything else?

4 A. You know, just like that document that I just
5 showed you there that we put into evidence.

6 Q. The one that we marked as Exhibit, I believe, 3?

7 MR. SANTEE: 3.

8 THE WITNESS: Yes. You know, our previous due
9 diligence, you know, is like paperwork that we go to
10 look up about electrostatic separation is a technology
11 that other people are using or, you know, things of that
12 sort. We didn't put everything. I am sure that we
13 originally researched into the memorandum. But since I
14 didn't write the document, I don't really know what is
15 supposed to go in there.

16 BY MS. COY:

17 Q. Okay. What is the business address of the
18 company? It is in -- it is the Camelback address that
19 you gave us earlier, correct?

20 A. That's correct.

21 Q. Do you know where the books and records are kept
22 for the company?

23 A. I already answered that.

24 Q. And that's Utah?

25 A. That's correct.

1 Q. How would the investors or potential investors
2 know where the business records are maintained?

3 A. It says where they send the money, Utah, on the
4 outside.

5 Q. On the outside of what?

6 A. On their paperwork that they fill out it tells
7 them where they are sending the money in the offering.

8 Q. And the money is sent to Utah?

9 A. Yes.

10 Q. Okay. Looking at Bates No. ACC 151, under sale
11 of processing plant, the first sentence, the managing
12 member in its sole discretion will have the right to
13 sell the processing plant, correct?

14 A. Yes.

15 Q. Do you know if that paragraph says anything
16 about what happens to the investors?

17 MR. MANGUM: If you know, I mean...

18 THE WITNESS: I am reading it, if you don't
19 mind.

20 BY MS. COY:

21 Q. No, I understand.

22 MR. THEOBALD: Your question is what happens to
23 the investors in the event of a sale of the plant?

24 MS. COY: What I am asking is does anything in
25 this paragraph explain what happens to the investors.

1 Q. Thank you. And then looking under company
2 management, on ACC 154, it indicates the day-to-day
3 affairs of the company are controlled and directed by
4 the company's managers, is that correct?

5 A. Are you asking me a question or are you telling
6 me that's what it says?

7 Q. Did I read that correctly?

8 A. I think you read it correctly.

9 Q. And then it goes down a little bit further that
10 says except in limited circumstances, the preferred
11 members have no voting rights nor do they have any
12 degree of control over management of the company's
13 business affairs or operations. Did I read that
14 correctly?

15 A. Yes, you did.

16 Q. Do you know, when did the sales -- when did
17 investors begin investing in the company, do you know?

18 A. After we started the project --

19 Q. Okay.

20 A. -- or company.

21 Q. This is dated December 5th, 2011. So it was
22 after that date?

23 A. The best of my knowledge, yes.

24 Q. Where would you say the principal place of
25 business is for Arizona Gold Processing?

1 A. It is changing, and it now would be at our
2 plant.

3 Q. Which is in Arizona, correct?

4 A. That's correct.

5 Q. So will the books and records of the company be
6 moved down to the plant location?

7 A. Yes.

8 Q. From Utah?

9 A. Uh-huh, yes.

10 Q. Thank you.

11 A. Sorry, a lot of uh-huhs.

12 Q. Since the beginning of the sales to investors,
13 have any newsletters, reports, update letters, any type
14 of information been, written information, been provided
15 to the investors?

16 A. Yes.

17 Q. Okay. Have you produced all of that to us?

18 A. No. I mean there is only a few documents. But
19 part of it is that we changed -- just like the executive
20 summary. Anytime there was a change, we put it in
21 there. But we do have an updated section on our website
22 when certain things happen. Just like the information
23 we got this morning, that would go to our website and/or
24 we would send it to the current investors, equipment is
25 on the way, here are the pictures. So --

EXHIBIT 11

ARIZONA GOLD PROCESSING LLC
CLASS A PREFERRED UNITS
CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

HOW TO SUBSCRIBE FOR UNITS

1. Send the following documents to:

ARIZONA GOLD PROCESSING LLC
Administrative Office*
4692 North 300 West, Suite 210
Provo, Utah 84604 USA
Facsimile: (801) 802-9101
E-mail: info@arizonagoldprocessing.com

*NOTE: Sending to our Phoenix office is also acceptable, but may cause a delay in processing your paperwork.

One executed copy of the "Suitability Questionnaire"; and

One executed copy of the "Subscription Agreement"

2. Send funds to the same above address payable to "ARIZONA GOLD PROCESSING LLC" in the amount of \$16,750 per Unit.

FOR BANK WIRE INSTRUCTIONS, PLEASE CALL (602) 343-7500.

Applications will be accepted or rejected within fifteen (15) days of their receipt. If rejected, all monies tendered will be returned in full without interest or further obligation.

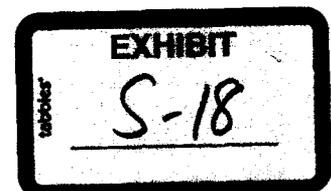


EXHIBIT 12

LAW LIBRARY
ARIZONA ATTORNEY GENERAL

August 24, 1956
Opinion No. 56-140

REQUESTED BY: Arizona Corporation Commission
Securities Division

OPINION BY: ROBERT MORRISON, The Attorney General
A. Michael Bernstein, Assistant
Attorney General

QUESTION: Do the words "within or from this state", contained in A.R.S. § 44-1841, mean that a corporation must register an issue of its stock that is to be offered and sold outside of the State of Arizona merely because it is an Arizona corporation, even though it has no assets within this state, no officers, office or connection with the State of Arizona other than having a statutory agent?

CONCLUSION: No.

The purpose behind the Securities Act of the State of Arizona, or the Securities Act of any other state is to protect the citizens of the particular state from being induced to buy securities because of undisclosed, misleading or fraudulent information, to prevent the promotion and sale of fraudulent securities and to otherwise protect investors of that particular state. A.R.S. § 44-1841 must be construed in the light of this purpose. This statute provides:

"§ 44-1841. Sale of unregistered securities prohibited

A. It is unlawful to sell or offer for sale within or from this state any securities unless such securities have been registered. . . "
(Emphasis supplied)

The question is whether the words "from this state" were intended to include securities issued by a corporation organized under the laws of the State of Arizona, even though that particular corporation had no other connection with this state and the securities were not to be offered to citizens of this state. This could possibly be the interpretation of the words in question, but how would this protect the citizens of this state? The securities

would not be offered to citizens of Arizona; therefore, the registration of these securities would in no way protect Arizona investors. It would, therefore, appear that this was not the intended purpose of the words "from this state".

There is only one other reason these words are in A.R.S. § 44-1841 and that is to prevent the setting up of a base of operations within this state and the selling and offering for sale of securities to people outside the State of Arizona from within this state. These very words are mentioned in the case of Stevens v. Wrigley Pharmaceutical Co., 154 Atl. 403. In that case the statute applicable at the time of the alleged offense provided, in effect, that it was unlawful to sell unregistered securities "within the state" and there was no mention of the selling or offering for sale of securities "from the state". The defendant, a Delaware corporation, offered its stock for sale only to non-residents outside the State of New Jersey but it did this from a base of operations within the state. The Court held that this was not an offense under the existing statute because it was not an offer to sell or a sale "within the state". The Court went on to mention that the New Jersey Legislature sought to remedy this situation and had amended the statute to provide that it was illegal to sell or offer for sale unregistered securities "within or from this state".

"The object of the act, as expressed in the title and in the body of the act, was to prevent the sale of the denounced stock within this state, and the purpose was the protection of the citizens of this state. The provision of the act declaring as unlawful, inter alia, 'promoting,' merely prescribes one of the steps in the sale of stock within this state, and is not referable to sales of fraudulent stock made outside the state.

"That apparently was the conception of the Legislature for it later (P. L. 1930, p. 250, Comp. St. Supp. § *186--10a (2) et seq.) amended the statute (without amending the title) placing a ban on the sale of fraudulent stock within 'or from this State,' not so much to protect the citizens of other states, as to prevent this state from being used as a base of operations for crooks marauding outside the state."

It is, therefore, the opinion of this office that the words

Arizona Corporation Commission
Securities Division

August 24, 1956
Page Three

"within or from this state" in A.R.S. § 44-1841 encompass the sale or offer for sale of unregistered securities within this state, and also the offering and selling of unregistered securities to purchasers without the state through a base of operations within this state, and do not require the registration of an issue of stock by a corporation organized under the laws of Arizona merely because it is an Arizona corporation.

ROBERT MORRISON
The Attorney General



A. MICHAEL BERNSTEIN
Assistant Attorney General

EXHIBIT 13

FOR ACCREDITED AND SOPHISTICATED INVESTORS ONLY

ARIZONA GOLD PROCESSING LLC

Units of Class A Preferred Membership Interest

\$16,750 per Unit

Maximum Offering: \$1,675,000 (100 Units)
(expandable to \$2,010,000 or 120 Units)

Minimum Offering: None

Minimum Subscription: 2 Units (\$33,500)

ARIZONA GOLD PROCESSING LLC ("we", "us", "our", or the "Company"), is a Nevada limited liability company (LLC) formed to provide efficient and cost effective ore processing services for local gold and silver placer mines. We intend to acquire equipment and machinery that utilize the latest advances in gold and silver ore processing technologies such as electrostatic separation. The primary objectives of the Company are to: (i) acquire one or more high tension separators; (ii) place such equipment into operation servicing local active mining operations for gold, silver, and/or other precious metals pursuant to contracts; and (iii) distribute the Company's revenue from such activities to the Members in accordance with the Operating Agreement. There can be no assurance these objectives will be achieved. The Company maintains its principal place of business at 101 Convention Center Drive, Suite 700, Las Vegas, Nevada 89109 USA (Telephone: (702) 284-5715).

The Company is offering Units of Class A Preferred Membership Interest (the "Units") in accordance with Section 4(2) and/or Rule 506 of Regulation D promulgated under the Securities Act of 1933, as amended, and applicable state laws that provide an exemption from registration for limited private offerings. This Offering is not available in states or jurisdictions that do not recognize such an exemption. This is not a public offering. The Units are not available to the general public. This document is our confidential private placement memorandum (this "Memorandum") which explains the risks associated with the Units. Offers and sales of Units will be made only to "Accredited Investors" or to such persons who have sufficient knowledge and experience in financial, business and/or mining concerns who are capable of evaluating the merits and risks of the Units and who otherwise meet the qualifications set forth herein (See "Who May Invest"). If you do not meet these qualifications, please immediately return this Memorandum to the address on the cover.

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK DESCRIBED IN THE "RISK FACTORS" SECTION OF THIS MEMORANDUM. YOU SHOULD INVEST ONLY IF YOU CAN AFFORD A TOTAL LOSS OF YOUR CAPITAL CONTRIBUTION.

NEITHER THE U.S. SECURITIES COMMISSION (THE "COMMISSION") NOR ANY STATE SECURITIES AUTHORITY HAS APPROVED OR DISAPPROVED OF THIS OFFERING OR DETERMINED IF THIS MEMORANDUM IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

FOR MORE INFORMATION, PLEASE CONTACT:

The date of this Memorandum is:

December 5, 2011, as amended
and supplemented through
July 23, 2012

Arizona Gold Processing LLC
101 Convention Center Drive, Suite 700
Las Vegas, Nevada 89109
Telephone: (702) 284-5715
E-mail: info@arizonagoldprocessing.com

Memorandum Copy No. _____

This cover page is continued on the following pages.

ARIZONA GOLD PROCESSING LLC
CLASS A PREFERRED UNITS
CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

THE COMMISSION DOES NOT PASS UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING MEMORANDUM OR OFFERING CIRCULAR OR OTHER SELLING LITERATURE. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE COMMISSION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED HEREUNDER ARE EXEMPT FROM REGISTRATION.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT.

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AT LEAST TWENTY FOUR (24) MONTHS OR PERHAPS FOR AN INDEFINITE PERIOD OF TIME.

	Price to Investors	Selling Commissions and Discounts (1)	Proceeds to Company (2)
Per Unit	\$16,750	\$0	\$16,750
Minimum Subscription	\$33,500	\$0	\$33,500
Minimum Offering (3)	N/A	N/A	N/A
Maximum Offering (4)(5)	\$1,675,000	\$0	\$1,675,000

FOOTNOTES:

(1) The Units will be placed by the Company's management. The Company may utilize the services of third-party placement agents, FINRA broker-dealers, investment bankers, finders, and/or others who may charge a fee in connection with the placement of Units (See "Estimated Use of Proceeds").

(2) Net proceeds are calculated before deducting certain compensation to the Company's Managers, Managing Member and/or their affiliates in connection with their management of Company affairs (See "Estimated Use of Proceeds" and "Compensation").

(3) No minimum escrow threshold needs to be met prior to utilization of proceeds by the Company. Proceeds will be immediately available to implement the Company's objectives.

(4) The Offering may be expanded up to 120 Units (\$2,010,000 (the "Expanded Maximum")) in the Managing Member's sole discretion. Such action may have a dilutive effect on your interest in the Company's underlying assets, revenue, etc.

(5) As of the most recent date on the cover of this Memorandum, the Company has received subscriptions for approximately 70 Units.

This offering (the "Offering") is being made by the issuer (the "Company") through its management. The Company reserves the right to cancel or modify the Offering, to reject subscriptions for Units in whole or in part for any or no reason, to waive conditions to the purchase of Units, and to accept a limited number of investors.

ARIZONA GOLD PROCESSING LLC
CLASS A PREFERRED UNITS
CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

No Person has been authorized to give any information or to make any representations in connection with the offer made by this Memorandum unless preceded or accompanied by this Memorandum, nor has any Person been authorized to give any information or to make any representations other than that contained in this Memorandum and, if given or made, such information or representations must not be relied upon. This Memorandum does not constitute an offer or solicitation in any jurisdiction to any Person to whom it is unlawful to make such offer or solicitation in such jurisdiction. Neither the delivery of this Memorandum nor any sale made hereunder shall, under any circumstances, create an implication that there has been no change in the affairs of the Company since the date hereof.

STATE NOTICES

THE PRESENCE OF A LEGEND FOR ANY GIVEN JURISDICTION REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT JURISDICTION AND SHOULD NEITHER BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN ANY PARTICULAR JURISDICTION NOR THAT THE COMPANY IS SUBJECT TO THE SECURITIES LAWS OF ANY JURISDICTION.

FOR ALABAMA RESIDENTS: THESE UNITS ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE ALABAMA SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE UNITS HAS NOT BEEN FILED WITH THE ALABAMA SECURITIES COMMISSION. THE COMMISSION DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY UNITS, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF THIS MEMORANDUM ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE PURCHASE PRICE OF THE INTEREST ACQUIRED BY A NON-ACCREDITED INVESTOR RESIDING IN THE STATE OF ALABAMA MAY NOT EXCEED 20% OF THE PURCHASER'S NET WORTH.

FOR ALASKA RESIDENTS: THE UNITS OFFERED HAVE NOT BEEN REGISTERED WITH THE ADMINISTRATOR OF SECURITIES OF THE STATE OF ALASKA UNDER PROVISIONS OF 3 AAC 08.500-3 AAC 08.506. THE INVESTOR IS ADVISED THAT THE ADMINISTRATOR HAS MADE ONLY A CURSORY REVIEW OF THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS DOCUMENT SINCE THE DOCUMENT IS NOT REQUIRED TO BE FILED WITH THE ADMINISTRATOR. THE FACT OF REGISTRATION DOES NOT MEAN THAT THE ADMINISTRATOR HAS PASSED IN ANY WAY UPON THE MERITS, RECOMMENDED, OR APPROVED THE UNITS. ANY REPRESENTATION TO THE CONTRARY IS A VIOLATION OF A.S. 45.55.170. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE UNITS AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, IN MAKING AN INVESTMENT DECISION ON THESE UNITS.

FOR ARIZONA RESIDENTS: THE UNITS OFFERED HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF ARIZONA, AS AMENDED, AND ARE OFFERED IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION PURSUANT TO A.R.S. SECTION 44-1844(1). THE UNITS CANNOT BE RESOLD UNLESS REGISTERED UNDER THE ACT OR PURSUANT TO AN EXEMPTION FROM REGISTRATION.

FOR ARKANSAS RESIDENTS: THESE UNITS ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 14(b)(14) OF THE ARKANSAS SECURITIES ACT AND SECTIONS 4(2) AND 4(6) OF THE SECURITIES ACT OF 1933. A REGISTRATION STATEMENT RELATING TO THESE UNITS HAS NOT BEEN FILED WITH THE ARKANSAS SECURITIES DEPARTMENT OR WITH THE COMMISSION. NEITHER THE DEPARTMENT NOR THE COMMISSION HAS PASSED UPON THE VALUE OF THESE UNITS, MADE ANY RECOMMENDATIONS AS TO THEIR PURCHASE, APPROVED OR DISAPPROVED THE OFFERING, OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE PURCHASE PRICE OF THE INTEREST ACQUIRED BY AN UNACCREDITED INVESTOR RESIDING IN THE STATE OF ARKANSAS MAY NOT EXCEED 20% OF THE PURCHASER'S NET WORTH.

FOR CALIFORNIA RESIDENTS: THESE UNITS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE CALIFORNIA CORPORATE SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING.

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FOR WYOMING RESIDENTS: THESE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE WYOMING UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE UNITS CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. WYOMING REQUIRES INVESTOR SUITABILITY STANDARDS OF A USD\$250,000 NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS, AND AUTOMOBILES), AND AN INVESTMENT THAT DOES NOT EXCEED 20% OF THE INVESTOR'S NET WORTH.

FOR RESIDENTS OF ALL STATES: THESE UNITS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

FOR RESIDENTS OF ALL OTHER JURISDICTIONS: THESE UNITS HAVE NOT BEEN RECOMMENDED BY OR REGISTERED WITH ANY GOVERNMENT SECURITIES COMMISSION OR REGULATORY AUTHORITY. TO THE EXTENT ANY SUCH AUTHORITY HAS JURISDICTION OVER THE COMPANY, THESE UNITS ARE BEING OFFERED PURSUANT TO ANY AVAILABLE EXEMPTION FROM REGISTRATION. FURTHERMORE, NO GOVERNMENT SECURITIES COMMISSION OR REGULATORY AUTHORITY HAVE CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

WHO MAY INVEST

Investing in the Company involves a high degree of risk. The Units are suitable only for persons having adequate resources who understand the nature of and risk associated with acquiring interests in ore processing concerns.

If you cannot afford a total loss of your capital contribution, do not invest. You must be able to bear the economic risk of your capital contribution for an indefinite period of time and can, at the present time, afford a total loss of the same.

To be considered for admission as a Preferred Member of the Company, you must complete in full and sign the Suitability Questionnaire attached to this Memorandum. The purpose of the Suitability Questionnaire is to provide us with sufficient information that we may determine your suitability to be a Preferred Member of the Company and to comply with federal and state securities laws. All information provided by you shall be considered confidential, subject to the conditions noted therein.

General Suitability Standards

For your subscription of Units to be considered, you will be required to represent in writing that:

1. You are acquiring the Units for your own account, and not with a view to resell or distribute;
2. Your overall commitment to invest is not disproportionate to your net worth exclusive of the value of your primary residence, and your capital contribution to the Company will not cause such overall commitment to become excessive;
3. You can bear the economic risk of your capital contribution for an indefinite period of time, and can at the present time afford a total loss of your investment;
4. You have thoroughly read and understand the terms of this Memorandum and the Operating Agreement and agree to be bound thereto;

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5. You understand and accept the risks as set forth in this Memorandum; and
6. You or your representative have sufficient knowledge and experience in financial matters, that you are capable of evaluating the merits and risks of the investment, can bear the economic risk of this investment for an indefinite period of time and can at the present time afford a substantial or complete loss of your investment (i.e., you are "sophisticated"), or you are an "accredited investor" as that term is defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended.

You are deemed "accredited" if

- a. You are a natural person whose individual net worth (exclusive of the value of your primary residence), or joint net worth with your spouse, presently exceeds \$1,000,000;
- b. You are a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with your spouse in excess of \$300,000 in each of those years and you reasonably expect reaching the same income level in the current year;
- c. You are a corporation, partnership, limited liability company, or other entity in which all of the equity owners are "accredited investors" (each meeting at least one of these suitability requirements);
- d. You are a trust with total assets in excess of \$5,000,000 and was not formed for the specific purpose of acquiring Units, the trustee of which has such knowledge and experience in real estate and/or financial and business matters that it is capable of evaluating the merits and risks of investing in the Units;
- e. You are either a bank, savings and loan association or other financial institution; a registered securities broker or securities dealer; an insurance company; a registered investment company or business development company; a licensed Small Business Investment Company; or a private business development company;
- f. You are a state-sponsored pension plan with total assets in excess of \$5,000,000;
- g. You are an employee benefit plan which either (a) has a fiduciary that is a bank, savings and loan association, insurance company, or registered investment adviser; (b) has total assets in excess of \$5,000,000; or (c) is a self-directed plan and investment decisions are made solely by persons that are "accredited investors" (meeting at least one of the listed suitability requirements);
- h. You are a non-profit organization described in section 501(c)(3) of the Internal Revenue Code that was not formed for the specific purpose of acquiring Units and have total assets in excess of \$5,000,000; or
- i. You are a director, executive officer, general partner, member or Manager of the Company.

These general standards represent the minimum requirements for you to become a Preferred Member of the Company and do not necessarily mean if you meet all of these requirements that you are qualified to be admitted as a Preferred Member of the Company. Moreover, we reserve the right to modify the suitability standards on a case-by-case basis in view of your financial circumstances or experience in such matters. We also reserve the right to reject your subscription for any or no reason, in our sole discretion.

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SUMMARY OF THE OFFERING

This term sheet is a summary of the principal terms and conditions for investment in the Class A Preferred Units of ARIZONA GOLD PROCESSING LLC. The terms and conditions set forth hereafter are qualified in their entirety by their more thorough treatment in the Memorandum. This summary alone does not constitute an offer to sell Unit(s) in the Company. An offer may be made only by an authorized representative of the Company and the recipient must receive a complete Memorandum, including all Exhibits.

The Company

ARIZONA GOLD PROCESSING LLC (“we”, “us”, “our”, or the “Company”) is a Nevada limited liability company (LLC) previously organized under the laws of the State of Arizona. The Company’s principal place of business is 101 Convention Center Drive, Suite 700, Las Vegas, Nevada 89109 USA. The Company’s main telephone number is (702) 284-5715.

Our Objectives

The Company was formed to provide efficient and cost effective ore processing services for local gold and silver placer mines. We intend to acquire equipment and machinery that utilize the latest advances in gold and silver ore processing technologies such as electrostatic separation.

The primary objectives of the Company are to:

- Acquire one or more high tension separators;
- Place such equipment into operation servicing local active mining operations for gold, silver, and/or other precious metals pursuant to contracts; and
- Distribute the Company’s revenue from such activities to the Members in accordance with the Operating Agreement.

There can be no assurance these objectives will be achieved.

Arizona Ore Processing Market

We believe a strong demand exists for efficient, cost effective ore processing services in the State of Arizona and its environs. Local placer mine operators often lack the proper equipment and technology to effectively process extracted ore to maximize production levels of gold and other precious metals. We intend to fill this gap by contracting with such operators to process their ore.

Electrostatic Separation Technology

We intend to acquire and operate equipment manufactured by WTF Asia International Ltd. (“WTF”), in Fuzhou, China, according to specifications developed by Dr. Patrick Hayes, PhD., who is the owner of WTF (See “Key Personnel” and “Certain Relationships and Conflicts of Interest”). Said equipment features electrostatic separation technology (also known as “high tension” separation). This technology is believed to be more friendly to the environment than other processes which often employ harsh chemicals. Electrostatic separators use the charging and de-charging of particles for the selective separation of conductive and non-conductive materials. Separation occurs when the different product components of the product feed lose their charge at different speeds. The ore mixture to be separated is fed onto a rotating drum with vibratory feeder and is then electrostatically charged using high voltages. As a result of this charging, the particles “stick” to the drum’s surface due to electrostatic effects. With the rotation of the separation drum the particles are then taken out of the electrostatic field and are discharged. Metallic particles, such as gold and other precious metals, lose their charge very quickly and fall off the separation drum. The resulting “super concentrated” dried ore can then delivered to a refinery to be efficiently refined into

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gold and silver bullion to the extent such minerals are found in commercial quantities within the ore. While we believe the methodologies of Dr. Hayes are sound, no guarantee can be made that our equipment will be successful in extracting precious metals from the ore we process.

Planned Initial Operations We have entered into a contract with Dr. Hayes to process up to 30,000 tons of ore from a local mineral interest owner in the Phoenix, Arizona, area pursuant to a contract Dr. Hayes has with such owner. As soon as we have our equipment in place and operational, we intend to conduct operations in leased facilities in an industrial area of Phoenix, Arizona, in relatively close proximity to the ore source.

Company Structure The Company is a Manager-managed limited liability company (LLC) with two (2) classes of equity ownership:

(1) Managing Membership Interest (voting equity); and

(2) Preferred Membership Interest (non-voting preferred equity with revenue sharing).

The Company's current sole Managing Member is AZGO LLC, a Nevada limited liability company.

Class A Preferred Unit Distribution Policy Distributions of Company Net Revenue¹, capital, and other disposition of Company assets are allocated as follows per the Operating Agreement:

- First, 100% to the Class A Preferred Members (0% to the Managing Member) until the Preferred Members have realized 100% of their Capital Contribution;
- Thereafter, 75% to the Class A Preferred Members (25% to the Managing Member) until the Preferred Members have realized 200% of their Capital Contribution;
- Thereafter, 50% to the Class A Preferred Members (50% to the Managing Member) until the Preferred Members have realized 500% of their Capital Contribution (a "Redemption Event");
- Upon the occurrence of a Redemption Event (i.e., Preferred Members' realizing a 5 to 1 cash on cash return on their Capital Contribution) the Preferred Members' Units in the Company shall be automatically redeemed in consideration of cash already received at which time their Membership Interest in the Company shall end.

"Charter" Preferred Member Incentive In limited circumstances and for a limited time, upon receipt of written request therefor, the Managing Member may exercise its discretion and waive the automatic redemption clause in the Company's Operating Agreement (See Section 3.3(c)(i)(C) thereof) for subscribers of at least three (3) Units in this Offering (\$50,250) or who meet other qualifications. Such "charter" Preferred Members would be thus eligible to continue to receive distributions, if any, pro-rata to their membership interest indefinitely for the life of the Company and would not be subject to a Redemption Event.

¹ Net Revenue is defined as 70% of Gross Revenue, less actual expenses. 30% of Gross Revenue is allocated to our Managing Member, AZGO LLC, who expects to allocate the same as follows: (8% to the owner of the placer mine, 9% to WTF Asia International Ltd., the developer and manufacturer of our electrostatic separation equipment, and 13% between and among the Members of AZGO LLC).

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Management Compensation	The Company's Managers, our Managing Member and/or their Affiliates, including our Key Personnel, consultants, or other persons will be paid compensation in connection with their management of Company affairs. Such persons are also eligible for reimbursement for general and administrative costs and expenses, due diligence, market research, and pre-acquisition research costs in connection with the pursuit of the Company's objectives (See "Capitalization and Estimated Use of Proceeds"). Managers of the Company and/or Affiliates of the Managing Member may receive salaries or other forms of compensation out of the net proceeds of this offering or the Company's revenue, capital, or other disposition of Company assets or working capital reserves for services performed on behalf of the Company. Such services may include, but are not limited to, legal, accounting, investor relations, communications, business development, administrative support, etc. (See "Conflicts of Interest" and "Compensation").
Securities Offered	We are offering for sale up to 100 Units of Class A Preferred Membership Interest only to "accredited" investors or to such persons (or their representatives) who have sufficient knowledge and experience in business and financial concerns that are capable of evaluating the merits and risks of the investment (i.e., "sophisticated" investors) (See "Who May Invest"), at \$16,750 per Unit, aggregating \$1,675,000. "Unit" means a Preferred Membership Interest in the Company. The minimum subscription by an investor is 2 Units (\$33,500), although we may elect to waive this minimum requirement and accept fractional Unit subscriptions in our sole discretion. The Offering may be expanded up to 120 Units (\$2,010,000) in the Managing Member's sole discretion. Such action may have a dilutive effect on your interest in the Company's underlying assets, revenue, etc..
Type of Offering	The Offering is being conducted pursuant to Section 4(2) and/or Rule 506 of Regulation D under the Securities Act of 1933, as amended, and pursuant to applicable state laws that provide an exemption for limited private offerings. This Offering is not available to the public nor may any offers be made in states or jurisdictions that do not recognize an equivalent exemption.
Suitability of Investors	The purchase of Units is suitable only for persons of substantial financial means that have no need for liquidity in their investments. Units will be sold only to "accredited investors" or to such persons (or their representatives) who have sufficient knowledge and experience in business, financial and/or mining concerns that are capable of evaluating the merits and risks of the investment (i.e., "sophisticated" investors) (see "Who May Invest").
Potential Holdings	We expect to own and operate, directly and/or in partnership with joint venture partners, ore processing equipment and other assets related thereto.
Risk Factors	Investing in ore processing concerns is highly speculative (See "Risk Factors").
Capital Commitments	We are offering Units in minimum denominations of USD \$16,750, with the aggregate amount of Capital Contributions via this Offering not to exceed USD \$1,675,000 unless expanded.
Management	We are managed by our Managing Member through its principals (See "Key Personnel"). We may also employ other persons to manage the Company's activities, including but not limited to, geologists, engineers, realtors, mortgage bankers, surveyors, appraisers, analysts, investment advisors, accountants, money managers, attorneys, risk managers, statisticians, computer technicians, bankers, consultants, etc. We may also enlist the services of other managers or professionals if deemed in the best interest of the Company.

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Voting Rights	Preferred Members have limited voting or consent rights (See the Operating Agreement). Control of the Company is vested with the Managing Member.
Placement	Unless expanded, the placement is for up to \$1,675,000 in Units of Class A Preferred Membership Interest initially at \$16,750 per Unit. No minimum amount is required to proceed with the offering and/or release proceeds to the Company. The number of Members of the Company, including the Managing Member, will be limited to a maximum of 100 (after application of a look-through rule to investors that are partnerships, grantor trusts, or S-corporations). Each Preferred Member will be required to agree that they will not make a market in our interests and that they will not transfer their interest in the Company on an established securities market, a secondary market or the substantial equivalent thereof.
Minimum Investment	The minimum investment in the Company is a commitment of at least 2 Units (\$33,500) per investor. However, we may elect to waive this minimum requirement and accept fractional Unit subscriptions in our sole discretion..
Closing of Offering	Applications to subscribe for Units must be received by 5:00 PM Pacific Time within 180 days from the most recent date on the cover of this Memorandum or such other date as may be set by the Company. This Offering may be closed at any time without notice.
U.S. Federal Income Taxation	We expect to be treated as a partnership for U.S. federal income tax purposes. As such, we will not be subject to U.S. federal income taxation on income and gain realized from our investments. Each Company Member that is a U.S. citizen, resident, corporation, or partnership will be required to take into account, in determining their own income tax liability, their allocable share of our income, gains, losses, deductions, and credits, whether or not such items are actually received by the Member.
Restrictions on Transfer of Units	Units may not be transferred without the prior written consent of the Company.
Redemption/Retraction	We may compulsorily redeem the Units of any investor at any time to ensure compliance with securities laws or for any lawful reason. Unless waived in writing in the Managing Member's sole discretion, upon the occurrence of a Redemption Event (i.e., Preferred Members' realizing a 5 to 1 cash on cash return on their Capital Contribution) the Preferred Members' Units in the Company shall be automatically redeemed in consideration of cash already received at which time their Membership Interest in the Company shall end.
Establishment Expenses	Establishment costs (attorneys fees, state filing fees, etc.) of the Company will be reimbursed by the Company to the Managing Member. Likewise, associated costs of the placing of the Units, as set forth in the Memorandum, will be paid by the Company.
Operating Expenses	The Company will also pay or reimburse the Company's Managing Member and/or its Affiliates for expenses incurred in connection with our operation, including accounting, legal, administrative, and other professional costs and out-of-pocket expenses.
Reports	Although not required, you may expect to receive reports from time to time regarding our activities and will be notified of important developments concerning the Company and its planned objectives.

TRANSFERS OF INTEREST

Restrictions on transfers

Except as otherwise provided in the Operating Agreement, no Member may sell, assign, transfer, encumber or otherwise dispose of their Units or any interest in the Company without the express prior written consent of the Managing Member. Any such prohibited transfer, if made, shall be void and without force or effect, and any attempt by any Member to dispose of his interest in violation of this prohibition shall constitute a material breach of the Operating Agreement.

Redemption Event

Unless waived in the Managing Member's sole discretion, upon the Class A Preferred Members' realization of a 5 to 1 cash on cash return on their Capital Contribution (i.e., a "Redemption Event" per the Operating Agreement) the Class A Preferred Members' Units in the Company shall be automatically redeemed in consideration of cash already received at which time their Membership Interest in the Company shall end.

We also may compulsorily redeem the Units of any investor at any time to ensure compliance with securities laws or for any other reason.

However, the Units are not liquid. Absent a Redemption Event or the election of the Company to redeem, the Preferred Members may be required to hold the Units for at least one (1) year or perhaps an indefinite period of time.

LEGAL PROCEEDINGS

We may be subject to litigation in the normal course of business or other administrative proceedings. In 2011, certain of our Key Personnel and/or their Affiliates (the "parties") were named as respondents in administrative proceedings initiated by the Pennsylvania Securities Commission (the "PSC") and the Utah Division of Securities (the "UDS"), alleging that violations of state securities laws occurred in connection with offerings unrelated to the Company. Rather than take issue with the PSC and UDS claims, the parties settled these matters without admitting or denying their allegations. Certain of such parties are also cooperating in an unrelated informal investigation currently being conducted by the Securities and Exchange Commission into matters unrelated to the business of the Company. In April 2012, the Arizona Corporation Commission (the "ACC") issued a temporary cease and desist order against the Company and certain Affiliates alleging violations of the Arizona Securities Act. The Company and such Affiliates have retained counsel to answer the ACC's allegations and have requested a hearing which is currently scheduled for October 2012. While the Company and such Affiliates have denied the ACC's allegations, they are currently cooperating with the ACC's requests for information. Due to the aggressive tack being taken by the ACC, the outcome of this matter could have a material adverse effect upon the Company's prospective activities. The Company recently adopted a Plan of Merger and/or Conversion (the "Plan") with the Company's predecessor, Arizona Gold Processing LLC, an Arizona limited liability company ("AGPAZ"), which provided for the Company's assumption of all of AGPAZ's assets and liabilities. The Managing Member determined the Plan to be desirable and in the interests of the Company and the Members as a whole and has further determined that such Plan would not adversely affect the Members in any material respect. The Plan is currently being executed. A copy of the Plan is available upon request. We are presently unaware of any other material legal proceedings, regulatory or otherwise, that may have an impact on our prospective activities.

DESCRIPTION OF PROPERTY

As of the most recent date on the cover of this Memorandum, we own no property aside from the equipment we've purchased from WTF Asia International, Ltd., and other equipment providers. The Company's primary place of business is co-located with those of our Managing Member at 101 Convention Center Drive, Suite 700, Las Vegas, Nevada 89109. We have entered into a sublease with American Mineral Recovery LLC, a Nevada limited liability company ("AMR"), an Affiliate of Terry Hepler, in order to occupy industrial space in the Phoenix, Arizona, area for our processing plant.

EXHIBIT 14

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

Pursuant to Rule 80(i), Arizona Rules of Civil Procedure and Utah § 78B-5-705, DARIN H. MANGUM states as follows, to my best knowledge, information, and belief:

1. I am a resident of Utah County, Utah. I am over 21 years old, and I have personal knowledge of the facts stated herein.
2. I am a Utah and Texas licensed attorney.
3. According to the records of the Company, Arizona Gold Processing, LLC was formed on or about December 5, 2011 as a manager-managed Arizona limited liability company (the "Company").
4. According to the records of the Company, the Company's manager (and initial member, styled as its "Managing Member") was AZGO LLC, also an Arizona limited liability company, the original managers of which were: Charles L. Robertson, a resident of Texas; R. Terry Hepler, a resident of California; David H. Mangum, a resident of Texas; and Darin H. Mangum, Esq., a resident of Utah. Subsequently, Mr. Robertson hired additional managers to work for the Company, including Michael J. Katz¹, a resident of New York and/or Florida; Donald Braxton, a resident of Florida; Edward Wennerholm², a resident of New York and/or Florida; and Jeff Casperson, a resident of Texas. To my knowledge and belief, none of the managers of the Company, its predecessors, successors, or affiliates, are or were residents of the State of Arizona.
5. According to the records of the Company, on or about July 23, 2012, Articles of Merger were filed with the Arizona Corporation Commission whereby the Company was merged into Arizona Gold Processing, LLC, a Nevada limited liability company ("AGP-

¹ On or about September 28, 2012, Mr. Katz was terminated as a Manager by Charles Robertson. See "Attachment A" which is attached hereto.

² On or about September 28, 2012, Mr. Wennerholm was terminated as a Manager by Charles Robertson. See "Attachment B" which is attached hereto.

Nevada”). AGP-Nevada assumed all the assets and liabilities of the Company. Beginning on or about that date, the original Company--i.e., the Arizona-incorporated Company--ceased its legal existence. Likewise, the Company’s manager, AZGO LLC, soon thereabouts ceased its legal existence as an Arizona legal entity, becoming succeeded by AZGO LLC, a Nevada limited liability company (“AZGO-Nevada”).

6. I was the Company’s corporate counsel and I am now currently AGP-Nevada’s corporate counsel.

7. According to the records of the Company, from about December 15, 2011 through July 23, 2012, the Company raised approximately US \$1,142,275.50 in capital through its private placement offering of Units of Preferred Membership Interest. Of such total, only an estimated US \$16,750.00 was raised from persons residing or domiciled in Arizona. See “Attachment C,” which is attached hereto.

8. Using proceeds from said offering, the Company purchased electrostatic ore processing equipment from Dr. Patrick Hayes’ company, WTF International Ltd., in accordance with the Company’s business plan. In August, 2012, the Company’s electrostatic equipment was delivered and installed at AGP-Nevada’s ore processing plant, comprised of a warehouse building in Phoenix that Mr. Hepler leased on behalf of the Company the month before. At or about that time (August 2012), AGP-Nevada began processing ore. Once processed, AGP-Nevada intends to ship such ore to T Bar Mining LLC, a third-party processor in Valley Spring, Texas, for further testing and refining.

9. To my knowledge, information, and belief, while the Company was in existence, the Company’s substantive management activities were performed entirely in states or jurisdictions outside the State of Arizona.

10. Although, initially, the Company listed an Arizona mailing address--in effect, a post office box associated with an “executive suite”--as a point of contact, all mail

directed to the Company was forwarded to my office located in Utah, where it was handled by Company personnel.

11. Similarly, the Company procured a Phoenix area-coded telephone number, but all calls were answered by a receptionist at the executive suite, and all telephone messages were forwarded to Mr. Robertson in Texas.

12. The Company's bank account was located in Utah.

13. The Company's accountants were located in Utah.

14. All of the Company's corporate records were located in Utah.

15. Most, if not all papers to be executed by potential investors instructed them to send their executed Subscription Agreements and their investment funds to the Company's Utah office. To my knowledge, that is precisely what was done--in every case.

16. Although it was contemplated that Arizona eventually might become the Company's "principal place of business", (as I understand the meaning of such term), that never occurred; and thus, to my knowledge, information and belief, the Company had no "base of operations" (as I understand the meaning of such term) in Arizona.

17. I declare under penalty of perjury that the foregoing is true and correct.

FURTHER DECLARANT SAYETH NOT.

EXECUTED on this 1st day of October, 2012.



Darin H. Mangum, Esq.
2012.10.01 17:19:48
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DARIN H. MANGUM

A

ARIZONA GOLD PROCESSING LLC

101 CONVENTION CENTER DRIVE, SUITE 700, LAS VEGAS, NEVADA 89109 USA
PHONE: (702) 284-5715 FAX: (702) 221-0904 E-MAIL: INFO@ARIZONAGOLDPROCESSING.COM

September 28, 2012

VIA CERTIFIED MAIL / RETURN RECEIPT REQUESTED

Mr. Michael Katz
24 Lawton Street, Suite 4A
Brooklyn, NY 11221

RE: TERMINATION OF EMPLOYMENT

Dear Michael:

Pursuant to our telephone conversation earlier this week regarding the disturbing affidavit we received from a state securities regulator in the State of Wisconsin, describing highly-irregular and questionable methods involving an alleged offer of our company's securities involving you and/or your affiliates, we have decided to terminate your employment while we investigate the facts.

Accordingly, this letter confirms that you have been terminated as a Manager of Arizona Gold Processing LLC, effective immediately.

Regretfully Yours,

ARIZONA GOLD PROCESSING LLC

Chaz

Charles L. Robertson
Business Development Manager

B

ARIZONA GOLD PROCESSING LLC

101 CONVENTION CENTER DRIVE, SUITE 700, LAS VEGAS, NEVADA 89109 USA
PHONE: (702) 284-5715 FAX: (702) 221-0904 E-MAIL: INFO@ARIZONAGOLDPROCESSING.COM

September 28, 2012

VIA CERTIFIED MAIL / RETURN RECEIPT REQUESTED

Mr. Edward Wennerholm
24 Lawton Street, Suite 4A
Brooklyn, NY 11221

RE: TERMINATION OF EMPLOYMENT

Dear Ed:

Pursuant to our telephone conversation earlier this week regarding the disturbing affidavit we received from a state securities regulator in the State of Wisconsin, describing highly-irregular and questionable methods involving an alleged offer of our company's securities involving you and/or your affiliates, we have decided to terminate your employment while we investigate the facts.

Accordingly, this letter confirms that you have been terminated as a Manager of Arizona Gold Processing LLC, effective immediately.

Regretfully Yours,

ARIZONA GOLD PROCESSING LLC

Chaz

Charles L. Robertson
Business Development Manager

C

ARIZONA GOLD PROCESSING LLC

PRE-NEVADA MERGER SUBSCRIBERS

Date	Name	PPM No. (original PPM #) and/or amended and restated PPM (#s)	Address	City	State	Zip	Amount
12/15/11		5 & A01		Edmonton	Alberta	T6L 6E9 Canada	8,375.00
12/15/11		6 & A02		Edmonton	Alberta	T6T1G6 Canada	8,375.00
12/16/11		4 & A03		Winter Park	FL	32789	16,750.00
12/29/11		1 & A04		Dowago	IL	60543	50,250.00
1/1/12		2 & A05		Camarrillo	CA	93012	16,750.00
1/9/12		3 & A06		Richland	WA	99354	8,375.00
1/20/12		7 & A07		Richardson	TX	75080	16,750.00
1/23/12		8 & A08		Sun City West	AZ	85375	8,375.00
1/27/12		9 & A09		Berrie	Ontario	L4N 7L8 Canada	16,750.00
1/31/12		10 & A10		Milwaukee	WI	53211	8,375.00
1/31/12		11 & A11		Edna	MN	55436	33,500.00
1/31/12		12 & A12		Lansing	MI	48917	16,750.00
1/31/12		13 & A13		Stafford	VA	22554	55,275.00
2/28/12		15 & A14		Tarzana	CA	91356-3911	25,125.00
2/28/12		16 & A15		Plano	TX	75086-0252	33,500.00
2/29/12		17 & A16		Lakeland	FL	33803	50,250.00
3/2/12		18 & A17		Winston-Salem	NC	27101-1319	4,187.50
3/7/12		19 & A18		Avon	CO	81620-8945	4,187.50
3/9/12		20 & A19		Kirkland	WA	98033-3623	33,500.00
3/9/12		21 & A20		Smithtown	NY	11787-1131	16,750.00
3/12/12		22 & A21		Mishicot	WI	54228-9720	8,375.00
3/18/12		24 & A22		San Marcos	CA	92078-4996	16,750.00
3/20/12		34 & A23		San Jose	CA	95138	16,750.00
3/20/12		25 & A24		Quincy	IL	62301-6303	8,375.00
3/20/12		23 & A 25		Springfield	OR	97171-7517	33,500.00
4/5/12		26 & A26		Norman	OK	73026-0748	50,250.00
4/6/12		27 & A27		Draپر	UT	84020	4,188.00
4/13/12		28 & A28		ABQ	NM	87153	67,000.00
4/19/12		29 & A29		N Ridgeville	OH	44039	16,750.00
4/20/12		30 & A30		Stnn Valley	CA	93065	16,750.00
4/23/12		31 & A31		Ralston	NE	68127	33,500.00
4/24/12		32 & A32		Boca Raton	FL	33431	4,187.50
4/27/12		33 & A33		Natrona Heights	PA	15065-1931	33,500.00
5/1/12		34 & A34		Albuquerque	NM	87111	8,375.00
5/1/12		36 & A35		Freedland	MI	48623	16,750.00
5/3/12		35 & A36		Adelphi	MD	20783	10,000.00
5/7/12		38 & A37		Cootsville	MD	21723	16,750.00
5/7/12		39 & A38		Campbell	NY	14821	16,750.00
5/9/12		42 & A39		Midland	TX	79705	8,375.00
5/10/12		43 & A40		Pleasant Hill	CA	94523	16,750.00
5/10/12		44 & A41		Oceanside	CA	92056	16,750.00

