

ORIGINAL

OPEN MEETING ITEM

12/6/12



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



DIRECTOR

SECURITIES DIVISION
1300 West Washington, Third Floor
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ARIZONA CORPORATION COMMISSION

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MEMORANDUM

TO: Gary Pierce, Chairman
Bob Stump
Sandra D. Kennedy
Paul Newman
Brenda Burns

FROM: Matthew J. Neubert *MT*
Director of Securities

DATE: November 21, 2012

RE: *In re MAGLEV Wind Turbine Technologies, Inc., et al.*, Docket No. S-20788A-11-0096 / Edward L. Mazur

CC: Ernest G. Johnson, Executive Director

Attached for your consideration is a proposed *Order to Cease and Desist, Order for Restitution, Order for Administrative Penalties, and Consent to Same by Respondent Edward L. Mazur* ("Consent Order") executed by Respondent Edward L. Mazur ("Mazur").

The Consent Order finds that from approximately August 2007 through February 2010, Mazur offered and sold to investors located throughout the United States interests in a proposed wind energy development project. The wind energy development project was to be located in Sierra Vista, Arizona. The Consent Order further finds that Mazur violated A.R.S. §§ 44-1841 and 44-1842 by offering and selling unregistered securities while being unregistered as dealers or salesmen. It also finds that Mazur violated the anti-fraud provisions of A.R.S. § 44-1991.

The Consent Order requires Mazur to: (a) permanently cease and desist from violating the Securities Act; (b) pay restitution in the amount of \$16,347,279.66; and (c) pay an administrative penalty in the amount of \$125,000.00. The Division believes that this Consent Order is appropriate to protect the public welfare.

Originator: Stephen J. Womack

Arizona Corporation Commission

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1 **BEFORE THE ARIZONA CORPORATION COMMISSION**

2
3 COMMISSIONERS

4 GARY PIERCE, Chairman
5 BOB STUMP
6 SANDRA D. KENNEDY
7 PAUL NEWMAN
8 BRENDA BURNS

9 In the matter of)
10 MAGLEV WIND TURBINE)
11 TECHNOLOGIES, INC., a Nevada)
12 corporation,)
13 MAGLEV RENEWABLE ENERGY)
14 RESOURCES, INC., a Wyoming)
15 corporation,)
16 RENEWABLE ENERGY)
17 DEVELOPMENT, INC., an Arizona)
18 corporation,)
19 RENEWABLE ENERGY SYSTEMS, INC.,)
20 an Arizona corporation,)
21 EDWARD L. MAZUR and JANE DOE)
22 MAZUR, husband and wife,)
23 RONNIE WILLIAMS and JANE DOE)
24 WILLIAMS, husband and wife,)
25 MAG T INC., a Florida corporation,)
26 RLGMAN CORP., a Florida corporation,)
27 STABLE, LLC, an inactive Florida limited)
28 liability company,)
29 RICHARD L. GREEN, respondent,)
30 DONALD ANDREW ROTHMAN,)
31 respondent,)
32 Respondents.)

DOCKET NO. S-20788A-11-0096

DECISION NO. _____

**ORDER TO CEASE AND DESIST,
ORDER FOR RESTITUTION,
ORDER FOR ADMINISTRATIVE
PENALTIES, AND
CONSENT TO SAME BY
RESPONDENT EDWARD L. MAZUR**

Respondent EDWARD L. MAZUR ("MAZUR") elects to permanently waive any right to a hearing and appeal under Articles 11 and 12 of the Securities Act of Arizona, A.R.S. § 44-1801 *et*

1 *seq.* (“Securities Act”) with respect to this Order To Cease And Desist, Order for Restitution, Order
2 for Administrative Penalties and Consent to Same (“Order”). MAZUR admits the jurisdiction of
3 the Arizona Corporation Commission (“Commission”); neither admits nor denies the Findings of
4 Fact and Conclusions of Law contained in this Order; and consents to the entry of this Order by the
5 Commission.

6 **I. Findings of Fact**

7 **A. The Respondents**

8 1. Maglev Wind Turbine Technologies, Inc. (“MWTT”) was formed in Nevada on May
9 17, 2007. Corporation documents filed with the Nevada Secretary of State identify MAZUR as
10 director and treasurer and Ronnie Williams (“Williams”) as president, director and secretary. On
11 September 12, 2007, MWTT filed with the Commission an Application for Authority to Transact
12 Business in Arizona identifying MAZUR as chief executive officer and director and Williams as
13 president and director. MWTT has been offering, selling or issuing interests identified as joint venture
14 interests, as discussed below, within and from Arizona. MWTT has not been registered with the
15 Commission as a securities dealer.

16 2. Maglev Renewable Energy Resources, Inc. (“MRER”) was formed in Wyoming on
17 July 31, 2007. Corporation documents filed with the Wyoming Secretary of State identify both
18 MAZUR and Williams as directors. On September 21, 2007, MRER filed with the Commission an
19 Application for Authority to Transact Business in Arizona identifying MAZUR as chairman and
20 director and Williams as president and director. MRER has been offering, selling or issuing interests
21 identified as joint venture interests, as discussed below, within and from Arizona. MRER has not been
22 registered with the Commission as a securities dealer.

23 3. Renewable Energy Development, Inc. (“RED”) was formed in Arizona on May 13,
24 2008. Corporation documents filed with the Commission identify MAZUR as chairman and director
25 and Williams as president and director. RED has been offering, selling or issuing interests identified
26

1 as joint venture interests, as discussed below, within and from Arizona. RED has not been registered
2 with the Commission as a securities dealer.

3 4. Renewable Energy Systems, Inc. ("RES") was formed in Arizona on May 13, 2008.
4 Corporation documents filed with the Commission identify MAZUR as chairman and director and
5 Williams as president and director. RES has been offering, selling or issuing interests identified as
6 joint venture interests, as discussed below, within and from Arizona. RES has not been registered with
7 the Commission as a securities dealer.

8 5. MWTT, MRER, RED and RES all maintain their principal place of business at 2160 E.
9 Fry Blvd., #283, Sierra Vista, Arizona.

10 6. At all times relevant, MAZUR has been a resident of Arizona and has not been
11 married. MAZUR has not been registered with the Commission as a securities dealer or securities
12 salesman.

13 7. At all times relevant, Williams has been a resident of Arizona and has not been
14 married. Williams has not been registered with the Commission as a securities dealer or securities
15 salesman.

16 8. Mag T, Inc. ("Mag T") was formed in Florida on about October 4, 2007. Corporation
17 documents filed with the Florida Department of State, Division of Corporations, identify Donald
18 Andrew Rothman as president. Mag T has been offering, selling or issuing interests identified as joint
19 venture interests as discussed below within and from Arizona. Mag T has not been registered with the
20 Commission as a securities dealer.

21 9. Rlgman Corp. ("Rlgman") was formed in Florida on about March 3, 2006.
22 Corporation documents filed with the Florida Department of State, Division of Corporations, identify
23 Richard L. Green as president. Rlgman has been offering, selling or issuing interests identified as joint
24 venture interests as discussed below within and from Arizona. Rlgman has not been registered with
25 the Commission as a securities dealer.

26

1 10. Mag T and Rlgman maintain their principal place at 50 SE 2nd Ave., Boca Raton,
2 Florida.

3 11. Stable, LLC ("Stable") was formed in Florida on about July 10, 2006. Documents
4 filed with the Florida Department of State, Division of Corporations, identify Rlgman as a managing
5 member. Stable was administratively dissolved on September 14, 2007. Stable maintains its principal
6 place of business at 2300 West Sample Road, Suite 202, Pompano Beach, Florida. Stable has been
7 offering, selling or issuing interests identified as joint venture interests as discussed below within and
8 from Arizona. Stable has not been registered with the Commission as a securities dealer.

9 12. At all times relevant, Richard L. Green ("Green") has been a resident of Florida. Green
10 has not been registered with the Commission as a securities dealer or securities salesman.

11 13. At all times relevant, Donald Andrew Rothman ("Rothman") has been a resident of
12 Florida. Rothman has not been registered with the Commission as a securities dealer or securities
13 salesman.

14 **B. The "Confidential Private Placement Memorandums"**

15 14. Since at least June 2007, Respondents MAZUR and Williams, through various
16 entities, including MWTT, MRER, RED and RES, have been involved in the wind energy
17 development business.

18 15. From around June 2007 through at least December 2009, in an attempt to fund their
19 various wind energy development projects, MAZUR and Williams, through MWTT, MRER, RED,
20 and RES, offered and sold what have been characterized as "joint venture interests" ("interests") to
21 about 318 investors located throughout the United States and Canada, receiving principal
22 investment of at least \$18,930,796 while returning to investors about \$2,583,517 for a net benefit of
23 at least \$16,347,279.

24 16. In connection with their sales to investors, Respondents have employed various sales
25 agents such as Mag T, Rlgman, Stable, Green, and Rothman, to provide investors with offering
26 documents in the form of "Confidential Private Placement Memorandums," each of which include

1 as attachments a "Joint Venture Agreement" and various subscription documents (collectively "the
2 PPM(s)" or "the offering materials").

3 17. Generally, private placement memorandums are provided in connection with the
4 sale of securities that are sold without an initial public offering, usually to a small number of
5 chosen private investors. In this case, the PPMs set forth that the managing venturer does not
6 believe the interests constitute securities. Notwithstanding this assertion, investors were provided
7 with the PPMs in connection with their investments.

8 18. The PPMs also set forth that the sale of the interests are restricted to accredited
9 investors only. The term "accredited investor" is a term defined by various securities laws and
10 would have no application in the context of the sale of an investment alleged not to be a security.

11 19. Nevertheless, a significant number of investors were not accredited, and
12 Respondents did not conduct a nonpublic offering or limit the offering to a small number of private
13 investors. Instead, investors with whom Respondents did not have a preexisting relationship were
14 solicited via telephone by sales agents.

15 20. The offering materials describe at least three distinct joint ventures identified as the
16 Arizona Maglev Wind Turbine Joint Venture 1 ("AMWTJV1"), dated June 15, 2007; the Maglev
17 Renewable Energy Resources Joint Venture ("MRERJV"), dated January 2, 2008; and the
18 Renewable Energy Development Joint Venture ("REDJV"), dated February 16, 2009.

19 21. The offering materials identify the managing joint venturer of AMWTJV1 and
20 REDJV as MWTT. The offering materials identify MRER as the managing joint venturer for
21 MRERJV. MWTT and MRER are described as entities formed for the principal purpose of
22 acquiring, exploring and producing wind energy.

23 22. The offering materials describe the primary purpose of the joint ventures to be the
24 acquisition of interests in wind energy properties, including the development of a vertical axis wind
25 turbine utilizing magnetic levitation technology, or "maglev."
26

1 23. With regard to the acquisition of interests in wind energy projects, the offering
2 materials represent that MWTT "is currently evaluating one hundred (100) prime wind energy
3 leases comprising approximately 10,000 acres in Arizona, California, Nevada and New Mexico."

4 24. With regard to the development of a vertical axis wind turbine, the offering
5 materials explain to investors the details related to the development, patent and production of a
6 wind turbine known as the "Maglev Regenedyne™ Turbine."

7 25. According to the offering materials, each joint venture, through a proposed
8 development agreement, would have the right to participate in the development of wind energy
9 projects and the sale of wind turbines utilizing the maglev technology.

10 26. Some of the offering materials supplied to investors include a detailed analysis of
11 the market for wind power and the development of wind turbine technology.

12 27. Promotional materials supplied to investors by Respondents in connection with the
13 anticipated production of wind turbines include projections that the sale of a 1 gigawatt maglev
14 wind turbine would produce a net profit of about \$2 billion. Further, of the net profit projected,
15 \$200,000,000 would be allocated to the joint venture(s) for pro rata distribution to each unit
16 purchased, resulting in each unit owner receiving a check for \$1,000,000. According to the
17 promotional materials, projected revenue for 2010 and 2011 was \$12,000,000,000.

18 28. The offering materials describe the purpose of the investment and set forth how
19 investors' funds are to be used including, but not limited to, expenses for engineering, site
20 preparation, related fees and commissions, legal fees, equipment, payroll taxes and accounting.

21 29. Investors were informed that they would receive 99 percent of all revenues, if any.
22 Further, investors were also promised that they would receive a 20 percent annual disbursement
23 paid quarterly.

24 30. Promotional materials forwarded to investors after their initial investment continue
25 to promote the design, development and production of wind turbines and suggest to investors that
26

1 the "assets and business interests" of at least one of the joint ventures may be converted into stock
2 of a publicly traded company.

3 31. Promotional materials in the form of "Partner Updates" further represent to investors
4 that there have been over 2,000 indications of interest in the wind turbines coming from various
5 countries including India, Africa, South America, Europe and the United States. Further, at least
6 one of the partner updates represents to investors that MWTT has "received commitments for over
7 200 total Megawatts of our mobile units" and that MWTT has "received verbal commitments for
8 our first Gigawatt Turbine."

9 32. Upon information and belief, no wind turbines have been sold to date.

10 33. Respondents provided investors with bank account information to allow investors to
11 wire transfer their investment funds to Arizona-based bank accounts in the name of MWTT,
12 MRER, RED and RES.

13 34. From bank accounts in the name of MWTT or MRER, Respondents MAZUR and
14 Williams paid about \$2,583,518 of the amount received from investors to other investors in the
15 form of interest payments.

16 35. Respondents MWTT, MRER, MAZUR and Williams failed to inform investors that
17 about \$2,583,518 of the amount received from investors would be used to make interest payments
18 to investors.

19 36. MAZUR and Williams are identified as authorized signors on the bank accounts for
20 MWTT, MRER, RED and RES.

21 37. To date, no investor has received all of their promised returns and most investors
22 have not received a return of their principal investment amount.

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1 **C. Joint Venture Management**

2 38. The offering materials provided to investors purport to grant “extensive and
3 significant management powers” to investors including, but not limited to, the ability to replace the
4 managing joint venturer. Pursuant to the terms and conditions set forth in the offering materials,
5 however, investors are required to acknowledge before investing that they agree to the delegation of
6 management of the day-to-day “Operations” to the managing joint venturer, MWTT or MRER.
7 “Operations” is broadly defined within the respective joint venture agreements to include “any Joint
8 Venture activity related to acquiring the Prospect properties or conducting any activity incident to
9 the foregoing as may be deemed necessary by the Venturers [inclusive of investors and managing
10 venturers] in furtherance of the Joint Venture purpose.”

11 39. Although the offering materials allegedly confer “extensive and significant
12 management powers” to the investors and explicitly confer upon investors the right to select or
13 replace the managing joint venturer, investors were not provided with any information related to
14 the identity or contact information of other investors to allow them to come together and exercise
15 any of those powers.

16 40. Respondents MAZUR, Williams, MWTT, MRER, RED and RES did not provide
17 investors with the opportunity to exercise any meaningful venture powers. Instead, MAZUR and
18 Williams unilaterally made all decisions, regardless of whether the decisions were related to the
19 daily business operations underlying the various wind energy development projects. For example,
20 investors were not consulted with or otherwise ever made aware of the various commission
21 agreements executed with Green, Rothman, Mag T, Rlgman and Stable, which agreements are
22 described below. Investors were not consulted on hiring key personnel. Further, MAZUR and
23 Williams never consulted with investors before deciding to change the terms related to how
24 investors were going to be compensated.

1 41. The offering materials set forth that the managing venturers' (MWTT, MRER)
2 ability to manage the joint ventures is "predominantly dependent upon the managing venturers'
3 directors and principal executive officers [MAZUR and Williams]."

4 42. The following description of MAZUR is included within the offering materials:

5 "Mr. Mazur is one of the premier specialists in building wind energy
6 companies which endeavor to accomplish timely completion schedules as well
7 as maximize Project revenues. Mr. Mazur is the foremost authority on the
8 diversified application of Magnetic Levitation Technology or Maglev. At 60,
9 Mr. Mazur's philosophy for good health and success is focused on moderation
10 and prevention. His solution for limiting the unabated used (sic) of fossil
11 fuels, which is the scourge and double edged sword for mankind, rises in the
12 form of Wind Power with Maglev. Mr. Mazur has researched variable
13 renewable energy sources since 1981 and has established a proven maglev
14 wind power generation model based on kinetic energy of which the major
15 components are wind and speed. Mr. Mazur has also qualified maglev wind
16 power applications for the transportation industries to include automotive
17 (leisure and commercial), marine, aircraft (fixed wing and rotary) and
18 autonomous freight vehicles (AFV). Mr. Mazur's unparalleled knowledge of
19 the diversified renewable energy markets and extreme engineering industries
20 and the location of the most desirable wind/solar energy properties will
21 maximize Project Production Revenues. The management and consulting
22 team has hundreds of years of combined experience in related fields of
23 expertise and experience."

24 43. The following description of Williams is included within the offering materials:

25 "Mr. Ron Williams has 25 years of innovative sales, management, and
26 marketing experience in financial database consulting, and unique consumer
products related to magnetic field fuel enhancement for diesel, and gasoline
combustion engines. Mr Williams has been Ed Mazur's "right hand" man in
research, development, and financing for the Regenedyne Turbine project
over the last 6 years. Mr. Williams brings an insightful management
perspective for the direction the company must pursue in addition to
collaborating the selection process of Regenedyne's professional team. Mr.
Williams will primarily handle the operational management of the company."

 44. Investors had no significant knowledge related to the wind energy development
business and did not possess the requisite business knowledge and experience to select an

1 appropriate managing venturer to replace either MWTT or MRER to manage the day-to-day
2 business operations.

3 45. As a result, the approximately 318 investors widely dispersed across the United
4 States were entirely dependent upon MAZUR and Williams's alleged expertise and their unique,
5 specialized knowledge with regard to the wind energy development projects. Accordingly,
6 investors were unable to effectively exercise any of the managerial powers and authority allegedly
7 conferred upon them in the offering materials.

8 **D. Agreements for Payment of Commission**

9 46. On about July 9, 2007, MAZUR, on behalf of MWTT, entered into an agreement
10 titled "Employment Agreement" with Green and Rothman, on behalf of Stable. Pursuant to the
11 terms of the agreement, Stable, through Green and Rothman, agreed to "... provide such investor
12 relation services with regard to certain capital introduction opportunities with investors. The
13 services may include various types of financial arrangements, including directing investment by the
14 investors into the company."

15 47. In exchange for the services to be provided by Stable, through Green and Rothman,
16 MAZUR, on behalf of MWTT, agreed to compensate Stable 50 percent of any funds invested with
17 MWTT.

18 48. In a July 9, 2007, addendum to the above agreement, MAZUR, on behalf of MWTT,
19 agreed to pay additional compensation to Green and Rothman in the form of a share of the net
20 profits received upon the sale of wind turbines. Pursuant to the addendum, Green and Rothman
21 would be entitled to receive an amount equal to the amount raised by them multiplied by a certain
22 rate of return calculated based upon the net profit earned from the sale of wind turbines. A sample
23 calculation set forth in the addendum, based upon projected figures and contingent on the sale of
24 wind turbines, results in Green and Rothman, together, being entitled to receive \$125 million from
25 MWTT. The addendum also contemplates Green and Rothman being compensated in the event no
26 wind turbines are sold, but, instead, revenue is generated from the sale of electricity. In this

1 scenario and according to the terms contained in the addendum, Green and Rothman would be
2 entitled to receive one percent of quarterly sales revenue. Finally, the addendum to the agreement
3 requires that Green and Rothman be compensated if “this joint venture” becomes involved “in a
4 public arena.”

5 49. On about August 1, 2008, MAZUR, as CEO, and Williams, both of whom acting on
6 behalf of MWTT, entered into a subsequent agreement setting forth the compensation to be paid to
7 Green and Rothman related to the sale of the “Gigawatt Maglev Turbine.”

8 50. Pursuant to the terms contained in the August 1, 2008, agreement, Green and
9 Rothman would receive, in addition to the compensation payable to them pursuant to the July 9,
10 2007, agreement and addendum, a share of the net profits from the sale of the “Gigawatt Maglev
11 Wind Turbine.” A sample calculation set forth in the August 1, 2008, agreement, based upon
12 projected figures and contingent upon there being sales of the “Gigawatt Maglev Wind Turbine,”
13 results in Green and Rothman together being entitled to receive \$125 million.

14 51. Unlike the July 9, 2007, agreement and addendum, the August 1, 2008, agreement
15 sets forth that Green and Rothman would be compensated a share of gross profits from the sale of
16 the “Megawatt Turbines.” This additional calculation of compensation to be paid to Green and
17 Rothman is based upon them being treated as though they had purchased interests in one of the
18 joint ventures. A sample calculation based on certain projected revenues results in a projected
19 payment to Green and Rothman each of \$3,125,000 per quarter.

20 52. Similar to the July 9, 2007, agreement and addendum, the August 1, 2008,
21 agreement contemplates Green and Rothman being compensated in the event no wind turbines are
22 sold, but revenue is instead generated from the sale of electricity. In this event, Green and
23 Rothman would be entitled to receive one percent of quarterly sales revenue. The August 1, 2008,
24 agreement also requires that Green and Rothman be compensated if “this joint venture or MWTT”
25 becomes involved “in the public arena.”

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1 made to the "State of Arizona" to be placed in an interest-bearing account controlled by the
2 Commission. Any principal amount outstanding shall accrue interest at the rate of 4.25 percent per
3 annum from the date of this Order until paid in full.

4 The Commission shall disburse the funds on a pro-rata basis to investors shown on the
5 records of the Commission. Any restitution funds that the Commission cannot disburse because an
6 investor refuses to accept such payment, or any restitution funds that cannot be disbursed to an
7 investor because the investor is deceased and the Commission cannot reasonably identify and
8 locate the deceased investor's spouse or natural children surviving at the time of the distribution,
9 shall be disbursed on a pro-rata basis to the remaining investors shown on the records of the
10 Commission. Any funds that the Commission determines it is unable to or cannot feasibly disburse
11 shall be transferred to the general fund of the State of Arizona.

12 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2036, that MAZUR shall pay an
13 administrative penalty in the amount of \$125,000. Payment is due in full on the date of this Order.
14 Payment shall be made to the "State of Arizona." Any outstanding amount shall accrue interest
15 from the date judgment is entered at the rate of 4.25 percent per annum until paid in full.

16 IT IS FURTHER ORDERED that payments received by the state of Arizona shall first be
17 applied to the restitution obligation. Upon payment in full of the restitution obligation, payments
18 shall be applied to the penalty obligation.

19 IT IS FURTHER ORDERED that if MAZUR fails to comply with this order, the
20 Commission may bring further legal proceedings against him, including application to the Superior
21 Court for an order of contempt.

22 IT IS FURTHER ORDERED that no finding of fact or conclusion of law contained in this
23 Order shall be deemed binding against any Respondent under this docket number who has not
24 consented to the entry of this Order.

25 IT IS FURTHER ORDERED that this Order shall become effective immediately.
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BY ORDER OF THE ARIZONA CORPORATION COMMISSION

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CHAIRMAN

COMMISSIONER

COMMISSIONER

COMMISSIONER

COMMISSIONER

IN WITNESS WHEREOF, I, ERNEST G. JOHNSON,
Executive Director of the Arizona Corporation Commission,
have hereunto set my hand and caused the official seal of the
Commission to be affixed at the Capitol, in the City of
Phoenix, this _____ day of _____, 2012.

ERNEST G. JOHNSON
EXECUTIVE DIRECTOR

DISSENT

DISSENT

This document is available in alternative formats by contacting Shaylin A. Bernal, ADA
Coordinator, voice phone number 602-542-3931, e-mail sabernal@azcc.gov.

(sjw)

CONSENT TO ENTRY OF ORDER

1
2 1. Respondent EDWARD L. MAZUR ("MAZUR") admits the jurisdiction of the
3 Commission over the subject matter of this proceeding. MAZUR acknowledges that he has been
4 fully advised of his right to a hearing to present evidence and call witnesses, and he knowingly and
5 voluntarily waives any and all rights to a hearing before the Commission and all other rights
6 otherwise available under Article 11 of the Securities Act and Title 14 of the Arizona
7 Administrative Code. MAZUR acknowledges that this Order to Cease and Desist, Order for
8 Restitution, Order for Administrative Penalties and Consent to Same ("Order") constitutes a valid
9 final order of the Commission.

10 2. MAZUR knowingly and voluntarily waives any right under Article 12 of the
11 Securities Act to judicial review by any court by way of suit, appeal, or extraordinary relief
12 resulting from the entry of this Order.

13 3. MAZUR acknowledges and agrees that this Order is entered into freely and
14 voluntarily and that no promise was made or coercion used to induce such entry.

15 4. MAZUR understands and acknowledges that he has a right to seek counsel
16 regarding this Order and that he has had the opportunity to seek counsel prior to signing this Order.
17 MAZUR acknowledges and agrees that, despite the foregoing, he freely and voluntarily waives any
18 and all right to consult or obtain counsel prior to signing this Order.

19 6. MAZUR neither admits nor denies the Findings of Fact and Conclusions of Law
20 contained in this Order. MAZUR agrees that he shall not contest the validity of the Findings of
21 Fact and Conclusions of Law contained in this Order in any present or future proceeding in which
22 the Commission or any other state agency is a party concerning the denial or issuance of any
23 license or registration required by the State to engage in the practice of any business or profession.

24 7. By consenting to the entry of this Order, MAZUR agrees not to take any action or to
25 make, or permit to be made, any public statement denying, directly or indirectly, any Finding of
26 Fact or Conclusion of Law in this Order or creating the impression that this Order is without factual

1 basis. MAZUR will undertake steps necessary to assure that all of his agents and employees
2 understand and comply with this agreement.

3 8. While this Order settles this administrative matter between MAZUR and the
4 Commission, MAZUR understands that this Order does not preclude the Commission from
5 instituting other administrative or civil proceedings based on violations that are not addressed by
6 this Order.

7 9. MAZUR understands that this Order does not preclude the Commission from
8 referring this matter to any governmental agency for administrative, civil, or criminal proceedings
9 that may be related to the matters addressed by this Order.

10 10. MAZUR understands that this Order does not preclude any other agency or officer
11 of the State of Arizona or its subdivisions from instituting administrative, civil, or criminal
12 proceedings that may be related to matters addressed by this Order.

13 11. MAZUR agrees that he will not apply to the State of Arizona for registration as a
14 securities dealer or salesman or for licensure as an investment adviser or investment adviser
15 representative until such time as all restitution and penalties under this Order are paid in full.

16 12. MAZUR agrees that he will not control the decision of any entity to offer or sell
17 securities or provide investment advisory services within or from Arizona, until such time as all
18 restitution and penalties under this Order are paid in full. This restriction does not preclude
19 MAZUR from participating in or contributing to the decision-making of any such entity through
20 membership in a committee or board, or through his involvement in corporate governance.

21 13. MAZUR agrees that he will not exercise any control over any entity that offers or
22 sells securities or provides investment advisory services within or from Arizona until such time as
23 all restitution and penalties under this Order are paid in full.

24 14. MAZUR agrees that he will continue to cooperate with the Securities Division
25 including, but not limited to, providing complete and accurate testimony at any hearing in this
26

1 matter and cooperating with the State of Arizona in any related investigation or any other matters
2 arising from the activities described in this Order.

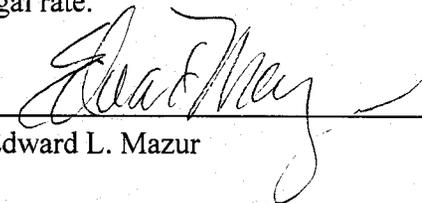
3 15. MAZUR represents that he has not been married since 1996.

4 16. MAZUR consents to the entry of this Order and agrees to be fully bound by its terms
5 and conditions.

6 17. MAZUR acknowledges and understands that if he fails to comply with the
7 provisions of the Order and this consent, the Commission may bring further legal proceedings
8 against him, including application to the Superior Court for an order of contempt.

9 18. MAZUR agrees and understands that if he fails to make any payment as required in
10 the Order, any outstanding balance shall be in default as to him and shall be immediately due and
11 payable without notice or demand. MAZUR agrees and understands that acceptance of any partial
12 or late payment by the Commission is not a waiver of default by the Commission.

13 19. MAZUR understands that default shall render him liable to the Commission for its
14 costs of collection and interest at the maximum legal rate.

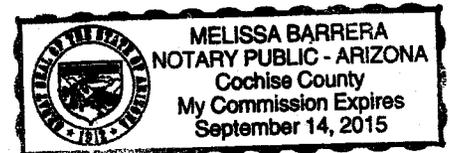
15 
16 _____
Edward L. Mazur

17 STATE OF ARIZONA)
18 County of Cochise) ss

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20 SUBSCRIBED AND SWORN TO BEFORE me this 19th day of November, 2012.

21 
22 _____
NOTARY PUBLIC

23 My commission expires:
24 September 14, 2015



1 SERVICE LIST FOR MAGLEV WIND TURBINE TECHNOLOGIES, INC., *et al.*

2 Edward L. Mazur
3 6304 E. De Mello St.
4 Hereford, AZ 85615

5 Ronnie Williams
6 3617 Blackbird Dr.
7 Sierra Vista, AZ 85635

8 Douglas F. Behm
9 DOUGLAS F. BEHM, PLLC
10 14362 N. Frank Lloyd Wright Blvd., Suite 1000
11 Scottsdale, AZ 85260
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1 **BEFORE THE ARIZONA CORPORATION COMMISSION**

2 COMMISSIONERS

3 GARY PIERCE, Chairman
4 BOB STUMP
5 SANDRA D. KENNEDY
6 PAUL NEWMAN
7 BRENDA BURNS

8 In the matter of)
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MAGLEV WIND TURBINE
TECHNOLOGIES, INC., a Nevada
corporation,
MAGLEV RENEWABLE ENERGY
RESOURCES, INC., a Wyoming
corporation,
RENEWABLE ENERGY
DEVELOPMENT, INC., an Arizona
corporation,
RENEWABLE ENERGY SYSTEMS, INC.,
an Arizona corporation,
EDWARD L. MAZUR and JANE DOE
MAZUR, husband and wife,
RONNIE WILLIAMS and JANE DOE
WILLIAMS, husband and wife,
MAG T INC., a Florida corporation,
RLGMAN CORP., a Florida corporation,
STABLE, LLC, an inactive Florida limited
liability company,
RICHARD L. GREEN, respondent,
DONALD ANDREW ROTHMAN,
respondent,
Respondents.

DOCKET NO. S-20788A-11-0096

**NOTICE OF FILING OF PROPOSED
OPEN MEETING AGENDA ITEM
RE: RESPONDENT EDWARD L. MAZUR**

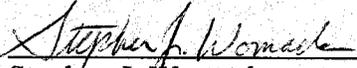
(Assigned to the Honorable Marc E. Stern)

Pursuant to A.A.C. R14-4-303, you are hereby notified that the attached: *Order to Cease and Desist, Order for Restitution, Order for Administrative Penalties, and Consent to Same by*

1 Respondent Edward L. Mazur was filed with the Arizona Corporation Commission's Docket
2 Control.

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Dated: November 21, 2012

By: 
Stephen J. Womack
Enforcement Attorney
Securities Division
Arizona Corporation Commission

I hereby certify that I have this day served the foregoing document on all parties of record
in this proceeding by mailing a copy thereof, properly addressed with first class postage prepaid to:

Edward L. Mazur
6304 E. De Mello St.
Hereford, AZ 85615

Ronnie Williams
3617 Blackbird Dr.
Sierra Vista, AZ 85635

Douglas F. Behm
DOUGLAS F. BEHM, PLLC
14362 N. Frank Lloyd Wright Blvd., Suite 1000
Scottsdale, AZ 85260

Dated: 11/26/12

By: 
Emie R. Bridges, Executive Assistant