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AZ CORP COMMISSION
DOCKET CONTROL

Transcript Exhibit(s)

Docket #(s): S-20837A-12-0061

Part 2 of 2

For Part 1 see barcode

0000153451

Arizona Corporation Commission
DOCKETED
MAY 20 2014
DOCKETED BY

Exhibit #: S27-S31, S32a, S32a1, S32a2, S32a3, S33-S54, S54a, S55-S59, S60a, S60b, S61-S72

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	C
VIEWPOINTE	20120302	139300112	10700543	[redacted]1434	000060	15,000.00	6931429566	

PRINTED ON UNIMARK PAPER - HOLD TO LIGHT TO VIEW FOR ADDITIONAL SECURITY FEATURES SEE BACK

CASHIER'S CHECK 0139300112

March 01, 2012

PAY TO THE ORDER OF ***OUT OF THE BLUE PROCESSORS II, LLC***
RE: JAMES GMELICH

Fifteen thousand dollars and no cents **$15,000.00**

WELLS FARGO BANK, N.A.
PHOENIX, AZ
FOR INQUIRIES CALL (888) 284-9122

VOID IF OVER US $ 15,000.00

AUTHORIZED SIGNATURE

⑈0139300112⑈ ⑆121000248⑆[redacted]1434⑈

0073154926

DEPOSIT ONLY
CREDITED TO THE ACCOUNT OF
WITHIN NAMED PAYEE
LACK OF ENDORSEMENT GUARANTEED
WELLS FARGO BANK, N.A.

EXHIBIT
35
3-20-14
Steinex

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EXHIBIT
S-27

ACC002413
FILE #8302

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	C
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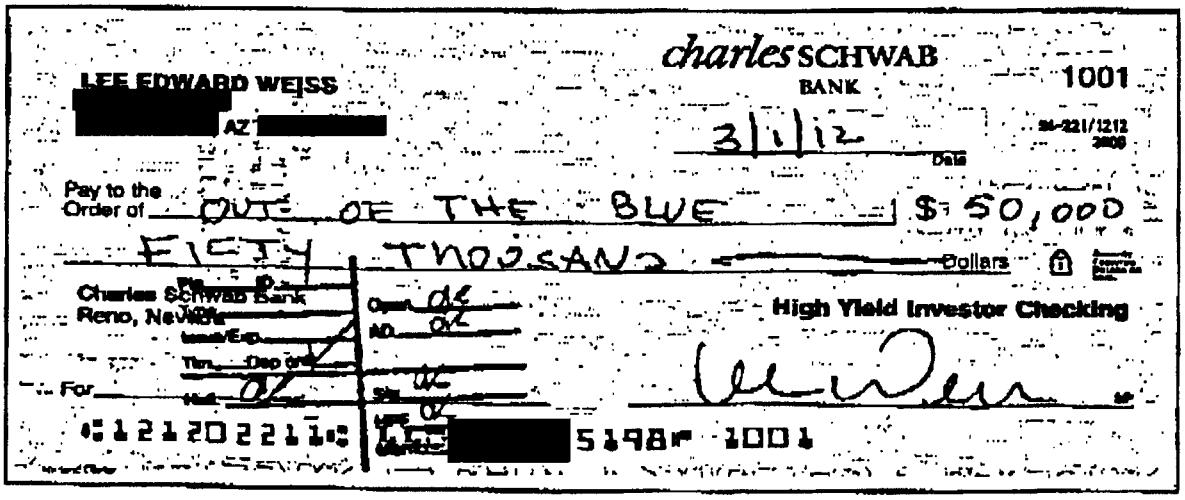
charles SCHWAB BANK 1001



LEE EDWARD WEISS
[redacted] AZ [redacted]

3/1/12 Date

Pay to the Order of OUT OF THE BLUE $ 50,000

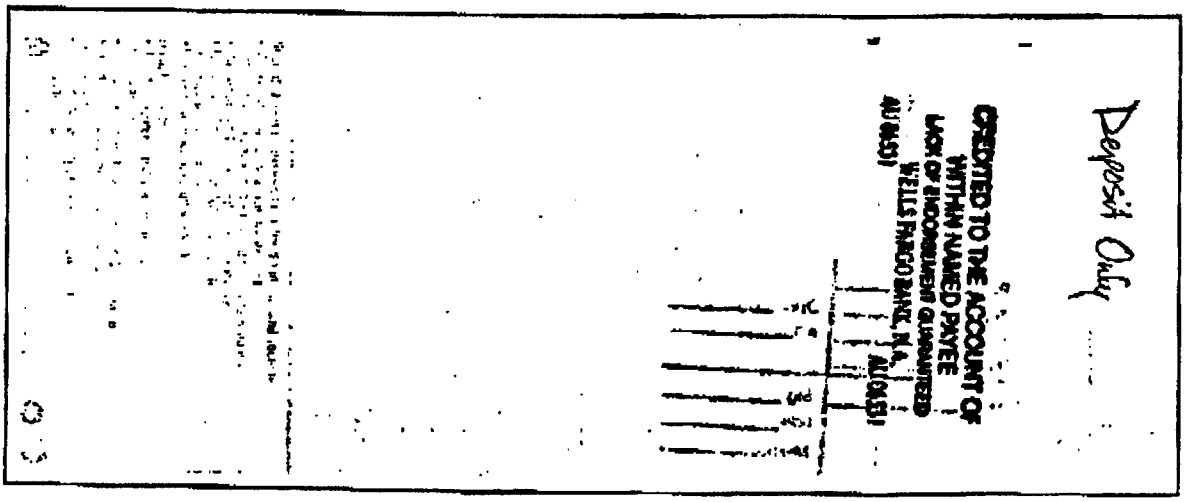
FIFTY THOUSAND Dollars

Charles Schwab Bank
Reno, Nevada

High Yield Investor Checking

For

⑆121202211⑆ [redacted]5198⑈ 1001



Deposit Only

CREDITED TO THE ACCOUNT OF WITHIN NAMED PAYEE
LACK OF ENDORSEMENT GUARANTEED
WELLS FARGO BANK, N.A.
AU 06531

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EXHIBIT
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ACC002414
FILE #8302

Account Statement

From 1/1/2013 To 12/31/2013

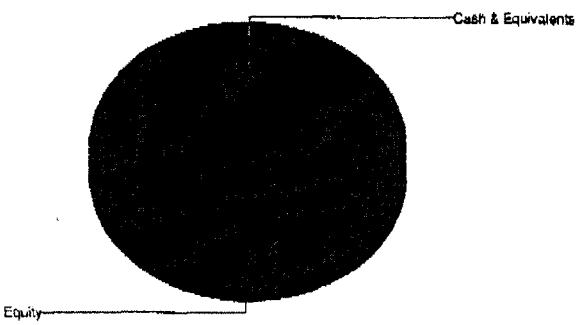
Vantage Retirement Plans Trust
20860 N. Tatum Blvd.; Ste 240
Phoenix, AZ 85050

Account #: [redacted]6196
Henry H. Clay
Ownership Percentage 100.00
Type of Account: Traditional IRA
Establishment Date: 03/18/2013
Your Birth Date: [redacted]
Customer Service: Vantage
20860 N. Tatum Blvd.; Ste 240
Phoenix, AZ 85050
(480) 306-8404 ext.
Your Designated Financial Advisor:

Henry H. Clay
[redacted]
[redacted] NM [redacted]

Asset Allocation

	Market Value	% Portfolio
Cash & Equivalents	$246.93	0.37 %
Equity	$66,000.00	99.63 %
Total Assets	$66,246.93	100.00 %



Account Summary

	Value as of This Period	% of Acct
Cash	$2.93	0.00 %
Bank Deposits	$244.00	0.37 %
Other	$66,000.00	99.63 %
Value as of 12/31/2013	**$66,246.93**	**100.00 %**

	Previous Tax Year (2012)	Current Tax Year To Date (2013)
Contributions	$0.00	$0.00
Distributions	$0.00	$0.00

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ADMITTED

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Self-Directed Retirement Plans

Account Statement

[redacted]6196
Henry H. Clay
From 1/1/2013 To 12/31/2013

Asset Summary

Symbol	Asset Description	Units/Shares or Face Value	Unit Price	Total Cost	Market Value
Cash					
BNK Bank Deposits				$2.93	$2.93
1	Wells Fargo Bank	244.0000	$1.00	$244.00	$244.00
			Total:	$244.00	$244.00
OTH Other					
LLC*OOTBP2	Out of the Blue Processors, LLC (II)	66,000.0000	$1.00	$66,000.00	$66,000.00
			Total:	$66,000.00	$66,000.00
Grand Total				$66,246.93	$66,246.93

Transaction Summary

Date	Transaction Description	Payee	Units	Cash Change	Investment Change
	Beginning Cash Balance			**$0.00**	
Cash					
10/30/13	IRA ROLLOVER DEPOSIT FIRST STATE TRUST COMPANY - BNSF RAILWAY EASTERN & WESTERN Chk #200184678		0.0000	$66,854.00	$0.00
10/31/13	ADMINISTRATION FEE - Initial Cash/No Asset		0.0000	($325.00)	$0.00
11/6/13	WIRE TRANSFER FEE		0.0000	($30.00)	$0.00
11/25/13	CHECK CHARGE FEE		0.0000	($5.00)	$0.00
	Totals for 4 Transactions for: Cash		**0.0000**	**$66,494.00**	**$0.00**
Wells Fargo Bank					
12/31/13	EARNINGS CREDIT Wells Fargo Bank		0.0000	$2.93	$0.00
	Total Sweep Activity		244.0000	($244.00)	$244.00
	Totals for 5 Transactions for: Wells Fargo Bank		**244.0000**	**($241.07)**	**$244.00**
Out of the Blue Processors, LLC (II)					
11/6/13	TRANSACTION FEE Out of the Blue Processors, LLC (II)		0.0000	($125.00)	$0.00
11/6/13	PURCHASE OF ASSET Out of the Blue Processors, LLC (II) WIRE	Wells Fargo Bank, N.A.	35,000.0000	($35,000.00)	$35,000.00
11/25/13	TRANSACTION FEE Out of the Blue Processors, LLC (II)		0.0000	($125.00)	$0.00
11/25/13	PURCHASE OF ASSET Out of the Blue Processors, LLC (II)	OUT OF THE BLUE PROCESSORS LLC (II)	31,000.0000	($31,000.00)	$31,000.00
	Totals for 4 Transactions for: Out of the Blue Processors, LLC (II)		**66,000.0000**	**($66,250.00)**	**$66,000.00**
	Ending Cash Balance			**$2.93**	

All or part of value is unknown.

ACC004932
FILE #8302

All or part of value is unknown.

EXECUTIVE SUMMARY

Lunsford Consulting, LTD, and its founder, William Boyd Lunsford has established itself as a viable entity doing business between the United State and China. Mr. Lunsford has enjoyed personal and business relationships in China for more than 22 years with several senior members of the PRC's Central government. While Mr. Lunsford has close relationships with civic and business leaders in virtually every province in China, his closest relationships are with some of the most senior officials in the Chinese military/government. These relationships are unique and valuable in that they can, and will propose certain projects for joint venture opportunities with Lunsford.

China's business development and economical growth projections are fast becoming a favorite option for international investment for both government and institutional money. Great strides have been made over the last several years to introduce capitalism in a way that can generate good returns with the comfort of knowing investments can be secure.

As with any new market, the upside for investment potential is significant. China's need for infrastructure and public/consumer services is vast, creating almost limitless opportunity. Lunsford's long-time personal relationships, coupled with China's decision to embrace capitalism, have potentially created the 'perfect storm'.

Mr. Lunsford is currently working on several projects with China that has significant potential. Lunsford is seeking capital to satisfy its operational demands associated with these opportunities. Resources will be used for travel, networking, materials, and needed personnel. Resources will also be used to assist Lunsford as they develop viable project initiatives assigned to them. It is important to note that resources will not be invested in China, but rather used to facilitate business there.

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EXHIBIT S-30

PARTICIPATION

Lunsford Consulting, Ltd, has entered into an exclusive agreement with Out of the Blue Processors, LLC to assist in raising its required operating capital. Participants will become members of Out of the Blue Processors, LLC and will receive their prorated distribution of Lunsford's gross revenues according to the Agreement. Participants will perpetually benefit from every successful project/venture between Lunsford and its Chinese partners.

OPPORTUNITY

The evolution of Chinese capitalism has created new and significant business opportunity for those willing to participate in the venture. Lunsford, as a result of his long-term personal relationships with members of the Chinese central government, has been invited to participate in the formation, execution, and implementation of many of China's project initiatives.

Projects range from personal beauty care products to real estate and construction to energy solutions and more. Lunsford is currently working on several viable projects. Some of these projects are well underway, including:

Oil procurement for China from mulitiple sellers
Alternative energy - biodiesel, solar
Firearms and ammunition – ATF licenses, national distribution interests
Beauty supplies – customized products and gift baskets for China dept stores

OIL – Lunsford has provided letters of interest and participation levels to China from multiple countries prepared to sell oil. China has expressed its desire to purchase 'large and substantial 'quantities of oil.

Alternative Energy – Lunsford was asked by China to search for entities able to provide alternative sources of energy. Lunsford is in preliminary discussions with several entities that meet this definition.

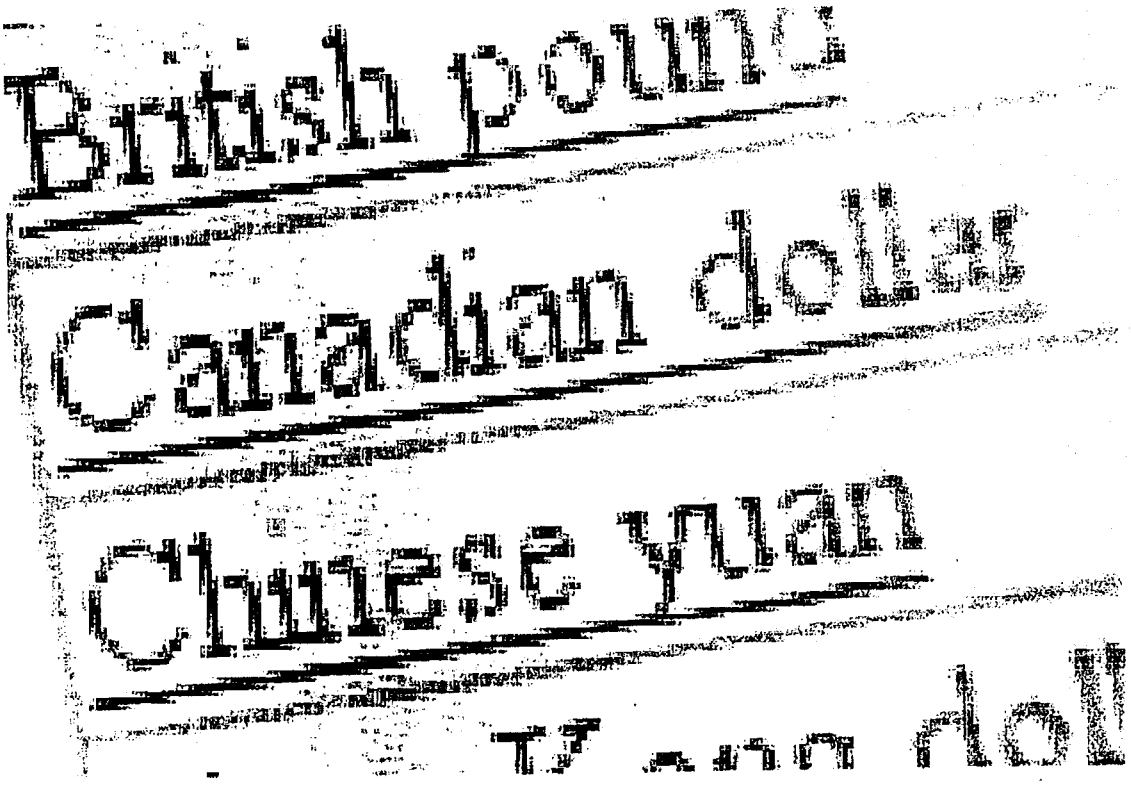
Firearms/ammunition – Lunsford has very strong ties with manufacturing entities in China that produce firearms and ammunition. Lunsford has secured ATF licensing and permissions to sell items up to 50 caliber shells and firearms. Several national chains have expressed legitimate interest in buying product. Lunsford has also been in discussions with an entity with US ally relationships around the world.

Beauty supplies and other retail products– Lunsford has been asked by one of the senior officials to provide certain beauty supplies for his retail department stores. Lunsford has this project underway and is in process of coordinating components.

There are many other projects that will be pursued with the proper capital and partners. This is a unique and exciting opportunity for participants. It is conservatively anticipated that investors will receive better than average returns due to the unique nature and high level relationships that exist with this venture.

Mark @ Second opinion

[redacted] cell



'MADE' IN CHINA

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Steiner

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(subject to change as projects are both introduced and mature)

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  - Wengchang PRC Office
- Communications (emails - partial and relevant portions included)
- Contracts
  - Recreational arms distribution agreement
  - Lunsford Consulting, Ltd / Out of the Blue Processors, LLC

Disclaimer

INTRODUCTION

It has long been believed that "it's not what you know, but who you know", that generates success. That cliché rings true (at least in part) for the opportunity presented in this packet.

China, with it jump to the forefront of the world economy, has generated significant business opportunities both in and out of the country. One of those opportunities is before us via Lunsford Consulting, Ltd. Its long-time relationships with members of the PRC's Central Government has parlayed into a tremendous opportunity to assist the Central Government in implementing various initiatives both in and out of China.

Lunsford Consulting, Ltd. is seeking operating capital that will allow them to take advantage of the opportunities before them. This is your opportunity to participate.

EXECUTIVE SUMMARY

Lunsford Consulting, Ltd, is a Beijing-based consulting firm with deep, strong business relationships in China. While the principals of the Company are from the United States, and have residence in the US, they spend considerable time in the PRC for business purposes. Boyd Lunsford, Founder, President and CEO of Lunsford Consulting, Ltd, has been doing business in China for more than 21 years. His associate, Bry Behrmann, has been doing business in China for more than 7 years. Their unique approach to business and their strong relationships with many Chinese ranking officials, has afforded them a unique opportunity to participate in the development of business enterprise in China.

China's business development is fast becoming a favorite option for international investment for both government and institutional money. Great strides have been made over the last several years to introduce capitalism in a way that can generate good returns with the comfort of knowing investments are secure.

As with any new market, the upside for investment potential is significant. China's need for infrastructure, public/consumer services, and hotel and entertainment opportunities are vast. Years of pioneering with government authorities and general infrastructure planning have come to fruition, making investment into China potentially a relatively 'quick return' for international investors.

This maturation of China's business market and its willingness to do business outside its boundaries is what affords Lunsford Consulting, Ltd. such an incredible and unique opportunity. Lunsford Consulting, Ltd. has been invited to participate in the formation, execution, and implementation of many of the project initiatives of the Chinese government.

THE OPPORTUNITY

As previously stated, the evolution of Chinese capitalism creates new and significant business opportunity for those entities favorably positioned. Lunsford Consulting, Ltd, is in an extraordinary position to benefit from China's business climate.

Lunsford Consulting, Ltd., as a result of its long-time personal relationships with several members of the PRC Central Government, has been invited to participate in the formation, execution, and implementation of many of the project initiatives of the Chinese government. Most people recognize the recipe for success in the U.S. to be 'location, location, location'. However, in China, the recipe is 'Quanxi, Quanxi, Quanxi' (pronounced Kwan-she). Quanxi means contacts, relationships, networks and connections.

As most know, meaningful, trusted relationships are highly regarded, protected, and sought after in the Chinese culture. People look out for, and take care of each other in these relationships. Mr. Lunsford and Mr. Behrmann enjoy significant relationships with many influential people in both the business community, as well as the decision-making echelon of the PRC. As a result of these relationships, Lunsford Consulting, Ltd. has been given a coveted opportunity.

While the opportunity is great, it requires operating capital. Lunsford Consulting, Ltd. is seeking investment capital to satisfy its operational demands associated with this new opportunity. Funding will enable Lunsford Consulting, Ltd. to expand its presence in China—for offices, travel, networking, materials, needed personnel, etc. and aid them as they develop many of the project initiatives assigned to them. It is important to note, that the investment requested is *not* being "invested in a 'Chinese' company, but rather used as capital to enable Lunsford to fulfill its revenue opportunities.

Some of the business opportunities are identified in this informational resource.

PARTICIPATION

Lunsford Consulting, Ltd. has entered into an exclusive agreement with an independent company, Out of the Blue Processors, LLC, to assist in raising its required operating capital needs. Lunsford Consulting, Ltd. has also contracted with Out of the Blue Processors, LLC to help expand its opportunities in the United States.

Participants will become a member of Out of the Blue Processors, LLC. Out of the Blue Processors, LLC contractually receives a perpetual percentage of the gross revenues of Lunsford Consulting. Ltd.

All capital invested will be collateralized and secured by assets of Lunsford Consulting or its principals.

PROJECT OVERVIEW STATEMENT

The principals of Lunsford Consulting, Ltd., have been doing business in China for about 22 years. Prominent business leaders and members of the Chinese Central Government have recently invited Lunsford Consulting to participate in and help implement numerous business ventures between China and the US. The projects vary from exporting goods to providing energy solutions for their country.

Some of the projects are listed below:

OPERATIONAL CAPITAL - This unique invitation to participate in these projects requires operational capital for Lunsford to cover expenses associated with "gearing up' to manage these projects.
Required Capital – $1,500,000
Return/Timing – a perpetual interest in ALL Gross Revenues of Lunsford Consulting. It is anticipated that returns will begin within the next 3-4 months with all monies, including a return within 12 months. ?

SPORTING GOODS AMMUNITION – Lunsford will receive a $50M line of credit from China for the purpose of exporting shotgun ammunition to sporting goods retailers in the US. Lunsford will sell ammunition consigned to them at cost plus 10%.
Required Capital - $0
Return/Timing – Lunsford will retain all sales revenue above the cost. Anticipated cashflow and returns beginning within 3-4 months ?.

CABELA'S – Lunsford is managing the production and sales of 12 and 20 gauge shotguns to Cabela's national retail stores. Lunsford plans on delivering multiple products to Cabela's in the near future.
Required Capital - $0
Return/Timing – anticipated cashflow and returns within 3-4months. ?

CAR RENTAL – One of the Central Government officials is responsible for a major car manufacturing plant. He will provide cars to be used for rental on Hainan Island, a developing vacation resort island. He is willing to joint venture the project with Lunsford.
Required Capital - $2,000,000
Return/Timing – 50% annual return, anticipated cashflow to begin in 4th quarter 2008, ?. principal returned by 1st quarter 2009.

BEEF CONTRACT – China (Premiere of China from 1998-203) has made an order for 680,000 tons of beef in anticipation of the upcoming Olympics (still verifying actual size of order)
Required Capital - $0
Return/Timing – anticipated return by 3rd quarter (Olympics), Lunsford will receive a commission on transaction with a possible on-going contract.

OIL PRODUCTION EQUIPMENT – Lunsford has bid on a contract to deliver pipeline and other oil production equipment to a Texas based company. Pricing has been provided and preliminary response is favorable. Lunsford is expecting to secure that contract.
Required Capital - $0
Return/Timing – anticipated return within 12 months with a possible on-going contract.

REAL ESTATE – Facilitate the purchase of a piece of real estate to be sold to the Chinese Government. The purpose is to provide a vehicle to transfer money from the PRC Central Government to the private sector.

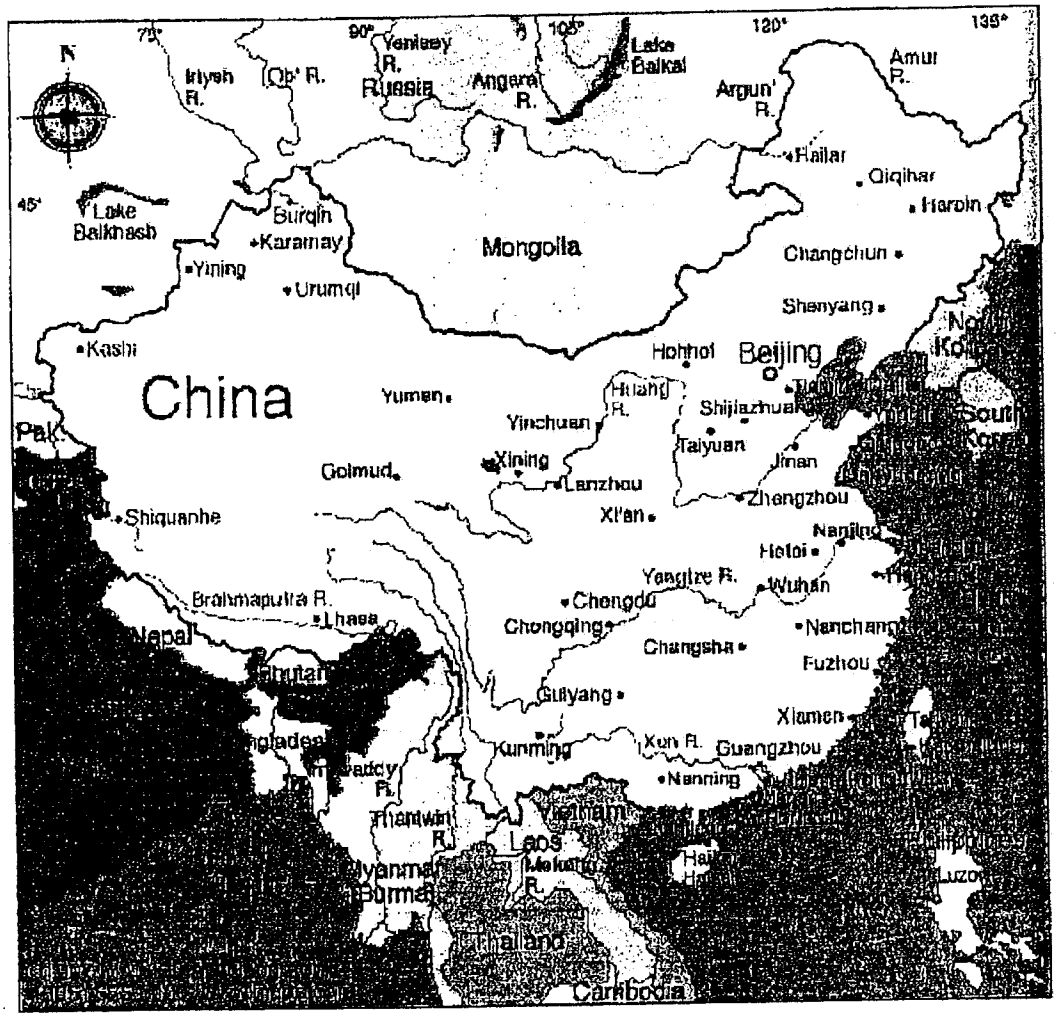
Required Capital – approx $9,000,000
Return/Timing – 100%+ return, within 90 days of initial transaction.

OTHER PROJECTS – there are various other projects in discussion regarding numerous bio-diesel plants, coal refinement processing strategies, solar energy, etc.

All capital invested will be collateralized and secured by assets of Lunsford Consulting or its principals.

SUPPORTING DOCUMENTATION

The follow letters, correspondence and contracts are included to help understand the nature and viability of the opportunity.



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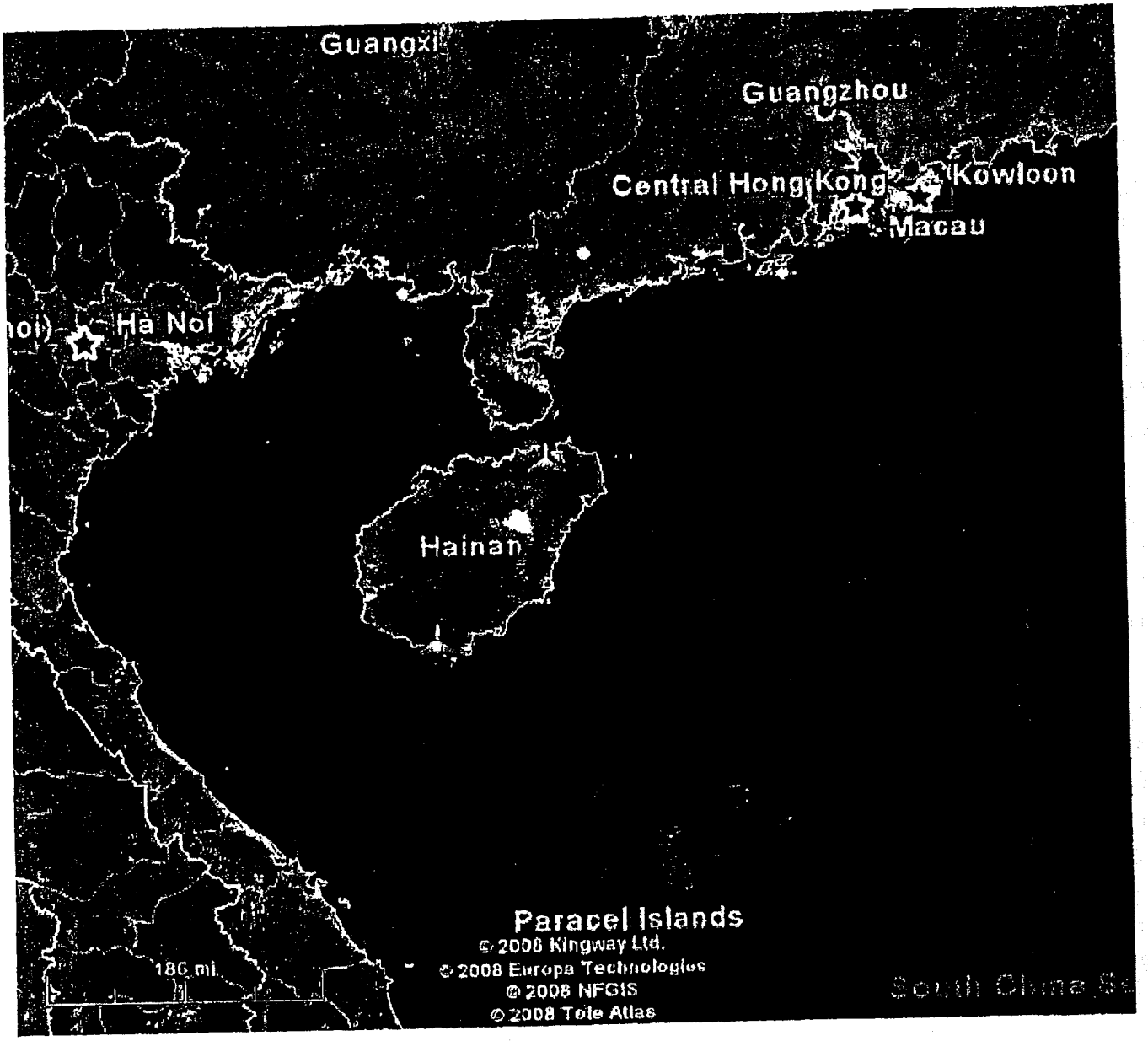
Guangxi
Guangzhou
Central Hong Kong
Kowloon
Macau
Ha Noi
Hainan
Paracel Islands
©2008 Kingway Ltd.
©2008 Europa Technologies
©2008 NFGIS
©2008 Tele Atlas
180 mi
South China Sea

中国新时代控股(集团)公司

Date: July 30, 2000
China New Era Group Corporation
[redacted]
[redacted] China

William B. Lunsford
Lunsford Consulting Group
2050 Vista Ave. Suite 100
Salem, OR 97301

Dear Sir or Madam:

This letter is to certify that Willam Lunsford is an active consultant for China New Era Group. Mr. Lunsford has been a business associate and friend for the past 10 years. He is a well cultured professional who possesses the ability to assist New Era Group with its global business developments. Over the years we have come to trust him on a professional and personal basis. He is well versed in the Chinese culture and has become a key element in our global business. Therefore, Mr. Lunsford has the right to form new business alliances and negotiate on our behalf.

Yours Sincerely,

Mr.Fu Wancheng/President
For and On behalf of
China New Era Group Corporation

中国新时代控股(集团)公司
CHINA NEW ERA GROUP CORPORATION

February 23, 2008
Mr. Han Yi Ming
[redacted]
[redacted] PRC [redacted]

Mr. Boyd Lunsford
President and CEO
Lunsford Consulting LTD
Tower #9 Central Park #602
#6 Chaowai St. Chaoyang District
Beijing, China 100020

Dear Mr. Lunsford,

You, your company Lunsford Consulting Ltd., and your Joint Venture partners are warmly invited to participate in business and real estate develoment in Hainan Province in the PRC. Our Wenchang City located in the northeast of Hainan Province is world famous for climate,beauty,beaches,culture,environment ,educated populace,science and technology.

The economy in China is growing rapidly and plans are being implemented to develop and nurture Hainan Province and specifically, Wenchang City into a world class family tourist destination. We are developing the infrastructure to support air, rail, automobile, and shipping accessibility to Wenchang City. The PRC is building an Aerospace Center in Wenchang City. Also being developed is a family oriented recreational theme park and infrastructure of hotels, restaurants, and planned condominiums. You and your company is invited to lead or to participate in this development.

Sincerely yours,

Han Yi Ming
Wenchang City Promotions
Bureau Director

Subject: Agreement 1.2
From:Bry Behrmann <behrmann7@[redacted]
Date:Sun, Feb 03, 2008 4:23 pm
To:<mark.steiner@[redacted] <doug.oberan@[redacted]
<mark@secondopinionsolutions.net>
Cc:LUNSFORDCG Boyd <lunsfordcg@[redacted]

Mark,

Here is an Agreement attached hereto as a starting point for your review and our further discussions.

Bry

****
*****

Hello Mark,
Thanks for sharing your contact info.

The details are:

Lunsford Consulting in China ha s two principals -- William B. Lunsford (also referred to as "Boyd") and Bryant E. Behrmann (also referred to as "Bry")

Boyd and Bry combined have over 25 years of traveling to China and developing Quanxi (friends, contacts, networks, and connections)

Lunsford Consulting is doing business in China (PRC) with an office in Beijing and office annexes all over China. The Beijing office address is

Central Park Tower # 9, Suite #602 at 6 Chaowai Street, Chaoyang District, Beijing, China 100020

Lunsford Consulting has certain contracts and projects pending which each has a stated value of $400 M or more, for example:

Real Estate Developments in Dalian, Beijing, and Hainan
Photovoltaic Polysilicon (solar) electrical power factory
Bio-Diesel electrical power generation facility
Carbon Fiber (as used in the AeroBus) factory

Lunsford Consulting also has certain projects pending for lesser amounts, for example:

Real Estate project in Dalian for $3,000,000
Bio-Diesel project for $13,500,000
and others

....

...Mark, also we envision and anticipate a time in the not too far off future, when we as principals, due to our finite human frailties of only being able to work 24 hours in a day minus sleep, eating, family time and maintaining Quanxi, need help to place these and future deals and projects. If you should choose to help us with your financial network and contacts and time and labor, place and / or provide funding for these "other and future" deals and projects, then we would offer you (or your business entity or assigns) a percentage of Lunsford Consulting's Finders Fee for working with us and helping place these projects and future deals and projects.

Thank you for your consideration,

Bry Behrmnn for
Lunsford Consulting Ltd.

cc: Boyd

From: behrmann7@[redacted]
To: mark.steiner@[redacted]
Subject: RE: important meeting this Friday
Date: Fri, 4 Apr 2008 15:23:35 +0000

Mark,

Thanks for your correspondence and thoughts. Yes, by all means you are able to discuss people and concepts and Companies such as NORINCO (China North Industies Group) and New Era Group .

Zhu Rhonji is bigger than life and is the former Premier of China, Fu Wancheng is the former Chairman of the New Era Group, and Liu Jimin is currently a VP of New Era. And for discussion sake, we are dealing with many of the luminaries of the Central Government.

Now for reality perspective, Hong Kong is about 3 hours by air South of Beijing. We will be happy to visit with Mr. Martin when and if we are in the same geographic area.

Bry Frank Martin

From:Bry Behrmann <behrmann7@[redacted]
Date:Mon, Apr 21, 2008 11:02 pm
To:doug oberan <doug.oberan@[redacted]
Cc:<mark@secondopinionsolutions.net>

Doug and Mark,

Thanks for corresponding. The visit to the shotgun factory went well and they are ready and able to produce what we want and can sell. The license for the ATF has been submitted for the shotguns and we heard from them today that they have received it. We need to visit Cabelas headquarters to discuss logos for the ammunition boxes and for their actual order for guns (but their correspondence is that they are impressed that we were able to visit the factory and test fire the guns).
We met with Ai FuZeng regarding beef in the NorthEast of China. More info is to be forthcoming from him.
We have sent a Sample of Bio Diesel to Texas to have it analyzed at a Laboratory for content. They are saying that they have 60,000 tons of this Bio Diesel available each month for export and sale. ?
We have initial quotes regarding the pipe for oil pipelines and oil wells.

I have not heard anything from _____. What is important to remember is that Hong Kong is 1500 miles away from the center of power in Beijing. . . .and that Hong Kong is in a (literally) different country. Bluntly speaking, ... we are dealing with the real base of power which is the Central Government.

Bry

MEMORANDUM OF UNDERSTANDING
BETWEEN LUNSFORD CONSULTING LTD. AND
HUNAN SMALL ARMS RESEARCH INSTITUTE

Whereas the Hunan Small Arms Research Institute is in the business of research, development and manufacture of the finest leisure and sporting firearms and ammunition; and

Whereas the Lunsford Consulting Ltd. is in the business of sourcing, marketing and distribution of fine leisure and sporting firearms and goods.

NOW THEREFORE, the Hunan Small Arms Research Institute and Lunsford Consulting Ltd. have reached this understanding to:

Have Lunsford Consulting Ltd. be the marketing and sales representative for Hunan Small Arms Research Institute to the United States of America.

Have the Hunan Small Arms Research Institute work with Lunsford Consulting Ltd. to develop specialty and private label products for the American leisure and sporting goods market.

Jin Yinguo, President Date
Hunan Small Arms Research Institute

William B. Lunsford 4-12-08
William B. Lunsford, President Date
Lunsford Consulting Ltd.

PRIVATE PLACEMENT AGREEMENT

This **PRIVATE PLACEMENT AGREEMENT** ("the Agreement"), dated March 25, 2008, by and between Lunsford Consulting Ltd., a Hong Kong corporation, (the "Company") and Out Of The Blue Processors, LLC a limited liability company, or its Assigns, (hereinafter "OBP").

RECITALS:

WHEREAS, the Company is in the business of acting as intermediary for various Chinese interests (the "Clients") for the purpose of identifying, documenting, and securing funding for Client controlled projects; and

WHEREAS, the Company's principal revenue derives from "Revenues" from said Clients; and

WHEREAS, the Company seeks to acquire capital for its operations in exchange for a portion of said Finders Fees; and

WHEREAS, OBP has access to the subject requisite capital for the Company's operations; and

WHEREAS, OBP also facilitates the availability of financial resources consistent with the requirements of current and potential Company Clients; and

WHEREAS, OBP wishes to provide the Company with the requisite operational capital, and further, to accept an alliance position, on a case-by-case basis as opportunities arise, to facilitate funding for Company Clients.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, and other good and valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged, the parties, intending to be legally bound, hereto agree as follows:

ARTICLE I
Capital Transaction

1.1 Capital Terms. The Company hereby offers ten percent (10%) of its Revenue in exchange for One Million Five Hundred Thousand US Dollars ($1,500,000) until principal is returned, and then five percent (5%) in perpetuity thereafter.

1.2 Capital Tender Subject to the terms and conditions of this Agreement, OBP herewith delivers to the Company One Million Five Hundred Thousand US Dollars ($1,500,000) for Company operations.

ARTICLE II
Successive Transactional Compensation

2.1 Engagement. Company hereby engages OBP to operate at its option and discretion on a case-by-case basis, as a Consultant to facilitate funding for certain current and future Company Client requirements,

ARTICLE III
Bi-Lateral Confidentiality

3.1 Confidentiality. Each Party acknowledges that it may be furnished with or may otherwise receive or have access to information or material that relates to past, present or future projects, research, technical information and data, and financial, management, and marketing plans or information, and contacts (human or corporate), (collectively the "Proprietary Information). Each Party agrees to preserve and protect the confidentiality of the Proprietary Information and all of its physical forms, whether disclosed to the other Party before this Agreement is signed or afterward. In addition, a Party shall not disclose or disseminate the Proprietary Information for its own benefit or for the benefit of any third Party. The previously stated obligations do not apply to any information that (1) is publicly known; (2) is given to a Party by someone else who is not obligated to maintain confidentiality; or (3) a Party had already developed prior to the day this Agreement is signed, as evidenced by documents.

BB
MS

3.2 Right to Injunctive Relief. Each Party acknowledges that disclosure or distribution of Confidential Information or use of Confidential Information contrary to the terms of this Agreement may cause irreparable harm to the Disclosing Party, for which damages at law may not be an adequate remedy, and agrees that the provisions of this Agreement prohibiting disclosure or distribution of the Confidential Information or use contrary to the provisions hereof may be specifically enforced through injunctive relief by a court of competent jurisdiction in addition to any and all other remedies available at law or in equity.

ARTICLE IV
Assignability

4.1.1 Assignability. The Company hereby grants OBP the unfettered right to assign its rights hereinunder to an individual or entity of Its choice.

ARTICLE V
General Provisions

5.1 Governing Law. This Agreement and all disputes arising out of or related to this Agreement, or the performance, enforcement, breach or termination hereof, and any remedies relating thereto, shall be construed, governed, interpreted and applied in accordance with the laws of the State of Nevada, USA.

5.2 Amendment and Waiver. This Agreement may be amended, supplemented, or otherwise modified only by means of a written instrument signed by both parties. Any waiver of any rights or failure to act in a specific instance shall relate only to such instance and shall not be construed as an agreement to waive any rights or fail to act in any other instance, whether or not similar..

5.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5.5 Notices. The Parties are mutually obligated to keep each other informed as to their current address. All notices or other communications required or permitted hereunder shall be in writing shall be deemed duly given (a) if by personal delivery, when so delivered, (b) if transmitted by facsimile, (c) if mailed, three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below, or (d) if sent through an overnight delivery service in circumstances to which such service guarantees next day delivery, in each instance to the last known address. Any Party may change the address to which notices and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

5.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the parties relating to its subject matter.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date first written above.

OBP:	COMPANY:
For OUT OF THE BLUE PROCESSORS, LLC	For LUNSFORD CONSULTING LTD.
By:	By:
Name: Mark Steiner	Name: Bry Behrmann

MS
BB

DISCLAIMER

Lunsford Consulting, Ltd. and Out of the Blue Processors, LLC will provide best efforts to maximize performance of this opportunity. However, there is not and cannot be any representation or guarantee related to the performance of this venture. Variables and risks including, but not limited to, economic risk, market risk, and political risk may affect the outcome and performance of this venture.

March 18, 2014

BANK STATEMENTS REVIEW

I have reviewed the Out of the Blue Processors, LLC bank statements provided by the ACC on March 17, 2014. It appears they are questioning various cash withdrawals noted by yellow highlighting.

While it is difficult for me to be specific to any particular single withdrawal, I can confidently state that all of these cash withdrawals were made for the benefit of Lunsford Consulting. Funds were used for three different purposes:

1 – for Boyd's use, considered distributions from Lunsford Consulting to him.
2 – for the petty cash / miscellaneous needs of Lunsford Consulting.
3 – cash withdrawals to be used on behalf of Lunsford Consulting to provide cash available to Boyd and me to pay travel expenses associated with traveling abroad for project development meetings in various countries. Cash is frequently necessary when traveling in China, Nigeria, Uganda and Ecuador as credit cards are not used in those countries to the same extent as has become the norm here.

Mark Steiner

EXHIBIT
S-32
ADMITTED

EXHIBIT
ACC 46 3-20-14
Steiner

From:	Stephen Womack
To:	"a_allsworth@[redacted]"
Subject:	OBP / Bank Record Review
Date:	Wednesday, March 12, 2014 2:51:00 PM
Attachments:	Bank of America Account Withdrawals.pdf Wells Fargo Bank Account Withdrawals Account 4100.pdf Wells Fargo Bank Account Withdrawals Accts 1590-4100.pdf

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Art,

Attached are bank records of Out of the Blue Processors, LLC. Various transactions are highlighted. As we discussed yesterday, if, as he did with the credit card statements, Mr. Steiner will explain the purpose of each highlighted transaction, then we may be able to proceed more quickly through his examination on Thursday, March 20, 2014, beginning at 1:00 p.m.

Additionally, though we agreed yesterday that Mr. Steiner would produce this information and other documents by close-of-business this Friday, I will not review those documents until the following Monday, so let's extend the production deadline to Monday, March 17, 2014, at 12:00 p.m. to give him a little more time to respond.

Stephen J. Womack
Enforcement Attorney
Securities Division
Arizona Corporation Commission
1300 W. Washington St., Third Floor
Phoenix, AZ 85007-2996
602-542-0722 (Direct)
602-714-8120 (Fax)
swomack@azcc.gov
www.azcc.gov

This message and any attached documents contain information from the Securities Division of the Arizona Corporation Commission. This message and any attachments to it may be confidential and privileged. If you are not the intended recipient, you may not read, copy, distribute, or use this information. No privilege has been waived by your inadvertent receipt. If you have received this transmission in error, please notify me and then delete this message. Thank you.

H

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Statement Period
06/01/08 through 06/30/08
E0 P PE 0E 44 01690
Enclosures 0
Account Number [redacted] 5547

01333 001 SCM999 I 3 0
OUT OF THE BLUE PROCESSORS, LLC
22511 N 77TH PL
SCOTTSDALE AZ 85255-4831

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With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Customer Service Information
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For additional information or service, you may call:
1.888.BUSINESS (1.888.287.4637)

Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Manage Your Accounts with Online Banking Alerts

Keep track of your account activity automatically and help prevent fees with free Online Banking Alerts. Alerts can help you prevent fees by notifying you when: Your account balance drops below a level that you set, a direct deposit has been posted to your account, or a check you've written has posted. We can deliver your Alerts either by email or text message to your mobile device (check with your service provider for details on specific fees and charges). Visit Online Banking today to learn more.

Museums on Us™ - your weekend getaway for arts and culture.

As a valued Bank of America customer, you can receive free admission to over 70 museums nationwide the first weekend of every month with Museums on Us™. Just present your Bank of America debit, credit or ATM card, along with your photo ID at participating museums. To learn more and to sign up for monthly email or text reminders visit bankofamerica.com/museums.

EXHIBIT
tabbies
S-329-1

Deposit Accounts

Business Economy Checking

OUT OF THE BLUE PROCESSORS, LLC

Your Account at a Glance

Account Number	[redacted] 5547	Statement Beginning Balance	$14,954.00
Statement Period	06/01/08 through 06/30/08	Amount of Deposits/Credits	$350,000.00
Number of Deposits/Credits	6	Amount of Withdrawals/Debits	$362,352.14
Number of Withdrawals/Debits	11	Statement Ending Balance	$2,601.86
Number of Deposited Items	2		
		Average Ledger Balance	$53,888.49
Number of Days in Cycle	30	Service Charge	$0.00

Deposits and Credits

Date Posted	Amount ($)	Description	Bank Reference
06/04	50,000.00	Counter Credit	813003250489830
06/05	70,000.00	AZ Tlr advance Banking Ctr Grayhawk #3338037 AZ Confirmation# 2709546652	957606057527290
06/05	60,000.00	Wire Type:Wire IN Date: 080605 Time:1346 Et Trn:2008060500182546 Seq:20081570013300/000026 Orig:Anid Laney ID:4578241 Snd Bk:America First Fe Deral Credit ID:324377516	903706050182546
06/05	50,000.00	Wire Type:Wire IN Date: 080605 Time:1338 Et Trn:2008060500180268 Seq:2008060500051509/001524 Orig:Jack E Shell ID:0689501883 Snd Bk:Wells Fargo Bank, NA ID:121000248 Pmt Det:Fw05860157098408 Ph N/(480)734-7129	903706050180268
06/13	70,000.00	Counter Credit	813003350434619
06/13	50,000.00	AZ Tlr advance Banking Ctr Pima/Pinnacle Peak #0007739 AZ Confirmation# 3377030416	957606137511936

Withdrawals and Debits

Other Debits

Date Posted	Amount ($)	Description	Bank Reference
06/05	12.00	Wire Transfer Fee	903706050026489
06/05	12.00	Wire Transfer Fee	903706050025860
06/06	184,000.00	Wire Type:Intl Out Date:080606 Time:1626 Et Trn:2008060600244931 Service Ref:402553 Bnf:Lindsford Consulting ID:072-868-530-0013 Bnf Bk:Icbc (Asia) Ltd. ID:006290990460 Pmt Det:01 080606007757Nn	903706060244931

OUT OF THE BLUE PROCESSORS, LLC

Withdrawals and Debits - Continued
Other Debits

Date Posted	Amount ($)	Description	Bank Reference
06/06	15,000.00	AZ Tlr transfer to Chk 5534 Banking Ctr Grayhawk #3338037 AZ Confirmation# 2769931296	957606067508563
06/06	7.00	American Express Des:Collection ID:5020837621 Indn:Out Of The B5020837621 Co ID:1134992250 Ccd	902557003072596
06/06	45.00	Wire Transfer Fee	903706060076441
06/13	68,000.00	Wire Type:Intl Out Date:080613 Time:1426 Et Trn:2008061300211236 Service Ref:788701 Bnf:Lunsford Consulting Ltd ID:072868530001313 Bnf Bk:Icbc (Asia) Ltd. ID:006290990460 Pmt Det:01 080613005129Nn	903706130211236
06/13	45.00	Wire Transfer Fee	903706130083361
06/20	70,000.00	AZ Tlr payment to Line 9999 Banking Ctr Grayhawk #3338037 AZ Confirmation# 4005954730	957606205102504
06/25	5,000.00	AZ Tlr cash withdrawal from Chk 5547 Banking Ctr Bell & Boswell #0002751 AZ Confirmation# 4419984530	957606259979007
06/30	20,231.14	AZ Tlr transfer to Chk 5534 Banking Ctr Grayhawk #3338037 AZ Confirmation# 4865663286	957606307553997

Daily Ledger Balances

Date	Balance ($)	Date	Balance ($)	Date	Balance ($)
06/01	14,954.00	06/06	45,878.00	06/25	22,833.00
06/04	64,954.00	06/13	97,833.00	06/30	2,601.86
06/05	244,930.00	06/20	27,833.00		

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here ..... $ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement ..... $ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) ..... $ _____
4. This is your NEW ACCOUNT REGISTER BALANCE ..... $ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here ..... $ _____
2. Add any deposits not shown on this statement ..... $ _____

SUBTOTAL ..... $ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals ..... $ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
   This Balance should match your new Account Register Balance ..... $ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers
If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calender days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

Bank of America, N.A. Member FDIC and **Equal Housing Lender**

H

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Statement Period
11/01/08 through 11/30/08
E0 P PE 0E 44 01582
Enclosures 0
Account Number [redacted] 5547

01333 001 SCM999 I 2 4 0
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SCOTTSDALE AZ 85255-4831

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With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

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For additional information or service, you may call:
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Balances are FDIC insured to the maximum allowed by law.
Choose flexible terms from 7 days to 10 years.
Earn stable, secure returns on your investment.

H

OUT OF THE BLUE PROCESSORS, LLC

Statement Period
11/01/08 through 11/30/08
E0 P PE 0E 44
Enclosures 0
Account Number [redacted] 5547

Deposit Accounts

Business Advantage Checking

OUT OF THE BLUE PROCESSORS, LLC

Your Account at a Glance

Account Number	[redacted] 5547	Statement Beginning Balance	$14,510.83
Statement Period	11/01/08 through 11/30/08	Amount of Deposits/Credits	$0.00
Number of Deposits/Credits	0	Amount of Withdrawals/Debits	$9,698.06
Number of Withdrawals/Debits	2	Statement Ending Balance	$4,812.77
Number of Deposited Items	0		
		Average Ledger Balance	$10,049.24
Number of Days in Cycle	30	Service Charge	$0.00

Use your Bank of America Small Business Check Card to avoid the monthly maintenance fee on your business checking account. Contact a Bank of America associate to learn more.

Your Business Advantage Pricing Relationship

Account Name	Account Number	Qualifying Balance ($)	Type of Balance	Date
Business Advantage Checking	[redacted] 5547	10,769.63	Average	11-26
	Total Qualifying Balance	**$10,769.63**		

Thank you for banking with Bank of America.

Withdrawals and Debits

Other Debits

Date Posted	Amount ($)	Description	Bank Reference
11/04	1,698.06	AZ Tlr transfer to Chk 3470 Banking Ctr Grayhawk #3338037 AZ Confirmation# 5830436999	957611047523757
11/20	8,000.00	AZ Tlr cash withdrawal from Chk 5547 Banking Ctr Grayhawk #3338037 AZ Confirmation# 7198320069	957611209936300

Daily Ledger Balances

Date	Balance ($)	Date	Balance ($)	Date	Balance ($)
11/01	14,510.83	11/04	12,812.77	11/20	4,812.77

ACC002033
FILE #8302

ACC005096
FILE #8302

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here ..... $ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement ..... $ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) ..... $ _____
4. This is your NEW ACCOUNT REGISTER BALANCE ..... $ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here ..... $ _____
2. Add any deposits not shown on this statement ..... $ _____

SUBTOTAL ..... $ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals ..... $ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
   This Balance should match your new Account Register Balance ..... $ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers
If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

* Tell us your name and account number.
* Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
* Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calender days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

H

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Statement Period
06/01/09 through 06/30/09
E0 P PE 0E 44 01332
Enclosures 0
Account Number [redacted] 5547

01333 001 SCM999 I1 3 0
OUT OF THE BLUE PROCESSORS, LLC
22511 N 77TH PL
SCOTTSDALE AZ 85255-4831

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Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Deposit Accounts

Business Advantage Checking

OUT OF THE BLUE PROCESSORS, LLC

Your Account at a Glance

Account Number	[redacted] 5547	Statement Beginning Balance	$4,432.00
Statement Period	06/01/09 through 06/30/09	Amount of Deposits/Credits	$0.00
Number of Deposits/Credits	0	Amount of Withdrawals/Debits	$2,029.95
Number of Withdrawals/Debits	3	Statement Ending Balance	$2,402.05
Number of Deposited Items	0		
		Average Ledger Balance	$2,698.66
Number of Days in Cycle	30	Service Charge	$29.95

Use your Bank of America Small Business Check Card to avoid the monthly maintenance fee on your business checking account. Contact a Bank of America associate to learn more.

ACC002055
FILE #8302

ACC005098
FILE #8302

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OUT OF THE BLUE PROCESSORS, LLC

Statement Period
06/01/09 through 06/30/09
E0 P PE 0E 44
Enclosures 0
Account Number [redacted] 5547

Your Business Advantage Pricing Relationship

Account Name	Account Number	Qualifying Balance ($)	Type of Balance	Date
Business Advantage Checking	[redacted] 5547	2,869.50	Average	06-29
Business Economy Checking	[redacted] 3242	25.00	Average	06-29
	Total Qualifying Balance	**$2,894.50**		

Based on your combined balance of $2,894.50, your Business Advantage account has been charged a monthly maintenance fee. You can avoid this fee in the future by maintaining $35,000 in combined balances.

Withdrawals and Debits

Other Debits

Date Posted	Amount ($)	Description	Bank Reference
06/05	1,500.00	AZ Tlr transfer to Chk 5534 Banking Ctr Grayhawk #3338037 AZ Confirmation# 3524330421	957606057538477
06/05	500.00	AZ Tlr cash withdrawal from Chk 5547 Banking Ctr Grayhawk #3338037 AZ Confirmation# 3624321989	957606059964663
06/30	29.95	Monthly Maintenance Fee	

Daily Ledger Balances

Date	Balance ($)	Date	Balance ($)	Date	Balance ($)
06/01	4,432.00	06/05	2,432.00	06/30	2,402.05

ACC002056
FILE #8302

ACC005099
FILE #8302

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

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2. Subtract any service charges or other deductions not previously recorded that are listed on this statement ..... $ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) ..... $ _____
4. This is your NEW ACCOUNT REGISTER BALANCE ..... $ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here ..... $ _____
2. Add any deposits not shown on this statement ..... $ _____

SUBTOTAL ..... $ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals ..... $ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
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Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

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If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calender days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

H

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Statement Period
09/01/09 through 09/30/09
E0 P PE 0E 44 01356
Enclosures 0
Account Number [redacted] 5547

01333 001 SCM999 I 23 0
OUT OF THE BLUE PROCESSORS, LLC
22511 N 77TH PL
SCOTTSDALE AZ 85255-4831

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Customer Service Information
www.bankofamerica.com

For additional information or service, you may call:
1.888.BUSINESS (1.888.287.4637)

Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

On May 20, 2009, the temporary increase in the standard maximum deposit insurance amount to $250,000 per depositor was extended through December 31, 2013. On January 1, 2014, the standard insurance amount will return to $100,000 per depositor for all account categories except IRAs & certain retirement accounts, which will remain $250,000 per depositor.

ACC002064
FILE #8302

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OUT OF THE BLUE PROCESSORS, LLC

Deposit Accounts

Business Advantage Checking

OUT OF THE BLUE PROCESSORS, LLC

Your Account at a Glance

Account Number	[redacted] 5547	Statement Beginning Balance	$742.15
Statement Period	09/01/09 through 09/30/09	Amount of Deposits/Credits	$15,000.00
Number of Deposits/Credits	1	Amount of Withdrawals/Debits	$5,029.95
Number of Withdrawals/Debits	2	Statement Ending Balance	$10,712.20
Number of Deposited Items	1		
		Average Ledger Balance	$1,742.15
Number of Days in Cycle	30	Service Charge	$29.95

Use your Bank of America Small Business Check Card to avoid the monthly maintenance fee on your business checking account. Contact a Bank of America associate to learn more.

Your Business Advantage Pricing Relationship

Account Name	Account Number	Qualifying Balance ($)	Type of Balance	Date
Business Advantage Checking	[redacted] 5547	1,408.81	Average	09-29
Business Economy Checking	[redacted] 3242	25.00	Average	09-29
	Total Qualifying Balance	**$1,433.81**		

Based on your combined balance of $1,433.81, your Business Advantage account has been charged a monthly maintenance fee. You can avoid this fee in the future by maintaining $35,000 in combined balances.

Deposits and Credits

Date Posted	Amount ($)	Description	Bank Reference
09/28	15,000.00	Counter Credit	813003250135860

Withdrawals and Debits

Other Debits

Date Posted	Amount ($)	Description	Bank Reference
09/28	5,000.00	AZ Tlr cash withdrawal from Chk 5547 Banking Ctr Stapley & Baseline #3330237 AZ Confirmation# 4415562542	957609289985804
09/30	29.95	Monthly Maintenance Fee	

ACC002065
FILE #8302

ACC005102
FILE #8302

OUT OF THE BLUE PROCESSORS, LLC

Statement Period
09/01/09 through 09/30/09
E0 P PE 0E 44 01356
Enclosures 0
Account Number [redacted] 5547

Daily Ledger Balances

Date	Balance ($)	Date	Balance ($)	Date	Balance ($)
09/01	742.15	09/28	10,742.15	09/30	10,712.20

H

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here ..... $ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement ..... $ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) ..... $ _____
4. This is your NEW ACCOUNT REGISTER BALANCE ..... $ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here ..... $ _____
2. Add any deposits not shown on this statement ..... $ _____

SUBTOTAL ..... $ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals ..... $ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
   This Balance should match your new Account Register Balance ..... $ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers
If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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H

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Statement Period
11/01/09 through 11/30/09
E0 P PE 0E 44 01303
Enclosures 0
Account Number [redacted] 5547

01333 001 SCH999 I 34 0
OUT OF THE BLUE PROCESSORS, LLC
22511 N 77TH PL
SCOTTSDALE AZ 85255-4831

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
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Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

We recently made changes to our $35 Overdraft Item Fee. Effective as of 10/19/09, when we determine your account is overdrawn by a total amount less than $10 for a day, we do not charge overdraft item fees on the account that day. We also lowered the combined number of overdraft & returned item fees that we may charge an account to no more than 4 per day. Please note other fees may still apply, such as the Extended Overdrawn Balance Charge. For more info, visit bankofamerica.com/factsaboutfees

ACC002071
FILE #8302

ACC005105
FILE #8302

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OUT OF THE BLUE PROCESSORS, LLC

Deposit Accounts

Business Advantage Checking

OUT OF THE BLUE PROCESSORS, LLC

Your Account at a Glance

Account Number	[redacted] 5547	Statement Beginning Balance	$682.25
Statement Period	11/01/09 through 11/30/09	Amount of Deposits/Credits	$30,000.00
Number of Deposits/Credits	1	Amount of Withdrawals/Debits	$30,529.95
Number of Withdrawals/Debits	3	Statement Ending Balance	$152.30
Number of Deposited Items	1		
		Average Ledger Balance	$7,415.58
Number of Days in Cycle	30	Service Charge	$29.95

Use your Bank of America Small Business Check Card to avoid the monthly maintenance fee on your business checking account. Contact a Bank of America associate to learn more.

Your Business Advantage Pricing Relationship

Account Name	Account Number	Qualifying Balance ($)	Type of Balance	Date
Business Advantage Checking	[redacted] 5547	7,214.50	Average	11-27
Business Economy Checking	[redacted] 3242	25.00	Average	11-27
	Total Qualifying Balance	**$7,239.50**		

Based on your combined balance of $7,239.50, your Business Advantage account has been charged a monthly maintenance fee. You can avoid this fee in the future by maintaining $35,000 in combined balances.

Deposits and Credits

Date Posted	Amount ($)	Description	Bank Reference
11/03	30,000.00	Counter Credit	813003150344580

Withdrawals and Debits

Other Debits

Date Posted	Amount ($)	Description	Bank Reference
11/03	6,500.00	AZ Tlr cash withdrawal from Chk 5547 Banking Ctr Grayhawk #3338037 AZ Confirmation# 1826478948	957511039993381
11/12	24,000.00	AZ Tlr transfer to Chk 3470 Banking Ctr Grayhawk #3338037 AZ Confirmation# 3905361946	957611127511633
11/30	29.95	Monthly Maintenance Fee	

OUT OF THE BLUE PROCESSORS, LLC

Daily Ledger Balances

Date	Balance ($)	Date	Balance ($)
11/01	682.25	11/12	182.25
11/03	24,182.25	11/30	152.30

H

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here ..... $ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement ..... $ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) ..... $ _____
4. This is your NEW ACCOUNT REGISTER BALANCE ..... $ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here ..... $ _____
2. Add any deposits not shown on this statement ..... $ _____

SUBTOTAL ..... $ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals ..... $ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
   This Balance should match your new Account Register Balance ..... $ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers
If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
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Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

H

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Statement Period
12/01/09 through 12/31/09
E0 P PE 0E 44 01310
Enclosures 0
Account Number [redacted] 5547

04333 001 SCM999 I 234 0
OUT OF THE BLUE PROCESSORS, LLC
22511 N 77TH PL
SCOTTSDALE AZ 85255-4831

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
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Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Bank of America would like to remind our small business account holders that accounts may not be used for illegal transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act 31 U.S.C. Section 5361 et. seq.

H

OUT OF THE BLUE PROCESSORS, LLC

Deposit Accounts

Business Advantage Checking

OUT OF THE BLUE PROCESSORS, LLC

Your Account at a Glance

Account Number	[redacted] 5547	Statement Beginning Balance	$152.30
Statement Period	12/01/09 through 12/31/09	Amount of Deposits/Credits	$25,000.00
Number of Deposits/Credits	1	Amount of Withdrawals/Debits	$25,029.95
Number of Withdrawals/Debits	3	Statement Ending Balance	$122.35
Number of Deposited Items	1		
		Average Ledger Balance	$152.30
Number of Days in Cycle	31	Service Charge	$29.95

Use your Bank of America Small Business Check Card to avoid the monthly maintenance fee on your business checking account. Contact a Bank of America associate to learn more.

Your Business Advantage Pricing Relationship

Account Name	Account Number	Qualifying Balance ($)	Type of Balance	Date
Business Advantage Checking	[redacted] 5547	152.30	Average	12-30
Business Economy Checking	[redacted] 3242	25.00	Average	12-30
	Total Qualifying Balance	**$177.30**		

Based on your combined balance of $177.30, your Business Advantage account has been charged a monthly maintenance fee. You can avoid this fee in the future by maintaining $35,000 in combined balances.

Deposits and Credits

Date Posted	Amount ($)	Description	Bank Reference
12/07	25,000.00	Counter Credit	813003250267688

Withdrawals and Debits

Other Debits

Date Posted	Amount ($)	Description	Bank Reference
12/07	20,000.00	AZ Tlr transfer to Chk 5534 Banking Ctr Grayhawk #3338037 AZ Confirmation# 4203204281	957612077504219
12/07	5,000.00	AZ Tlr cash withdrawal from Chk 5547 Banking Ctr Grayhawk #3338037 AZ Confirmation# 4203221136	957612079932253
12/31	29.95	Monthly Maintenance Fee	

ACC002076
FILE #8302

ACC005110
FILE #8302

OUT OF THE BLUE PROCESSORS, LLC

Daily Ledger Balances

Date	Balance ($)	Date	Balance ($)
12/01	152.30	12/31	122.35

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How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here ..... $ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement ..... $ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) ..... $ _____
4. This is your NEW ACCOUNT REGISTER BALANCE ..... $ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here ..... $ _____
2. Add any deposits not shown on this statement ..... $ _____

SUBTOTAL ..... $ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals ..... $ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
   This Balance should match your new Account Register Balance ..... $ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

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If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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- Tell us the dollar amount of the suspected error.

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Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

H

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Statement Period
03/01/10 through 03/31/10
E0 P PE 0E 44 01881
Enclosures 1
Account Number [redacted] 5547

01333 001 SCM999 I1 0
OUT OF THE BLUE PROCESSORS, LLC
22511 N 77TH PL
SCOTTSDALE AZ 85255-4831

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
With Online Banking you can also view up to 18 months of this statement online.
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Customer Service Information
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Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Deposit Accounts

Business Economy Checking

OUT OF THE BLUE PROCESSORS, LLC

Your Account at a Glance

Account Number	[redacted] 5547	Statement Beginning Balance	$62.45
Statement Period	03/01/10 through 03/31/10	Amount of Deposits/Credits	$10,234.65
Number of Deposits/Credits	5	Amount of Withdrawals/Debits	$10,017.00
Number of Withdrawals/Debits	4	Statement Ending Balance	$280.10
Number of Deposited Items	0		
		Average Ledger Balance	$600.88
Number of Days in Cycle	31	Service Charge	$5.00

Remember, by using your Bank of America Small Business Check Card, Bank of America provides you with another way to avoid the monthly maintenance fee on your business checking account.

ACC002085
FILE #8302

ACC005113
FILE #8302

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OUT OF THE BLUE PROCESSORS, LLC

Deposits and Credits

Date Posted	Amount ($)	Description	Bank Reference
03/02	25.00	AZ Tlr transfer Banking Ctr Grayhawk #3338037 AZ Confirmation# 3954777498	957603027503796
03/02	89.85	Monthly Service Charge Refund Fdes Nmo 0006576 Nbksd6Q	945003025760001
03/02	89.85	Monthly Service Charge Refund Fdes Nmo 0006576 Nbksd6Q	945003025760001
03/02	29.95	Monthly Service Charge Refund Fdes Nmo 0006576 Nbksd6Q	945003025760001
03/03	10,000.00	Wire Type:Wire IN Date: 100303 Time:1532 Et Trn:2010030300228413 Seq:1153500062Es/318438 Orig:Thomas J Gleason Jr ID:004882113594 Snd Bk:Jp Morgan Chase Bank, N.A. ID:0002 Pmt Det:Dcd Of 10/ 03/03	903703030228413

Withdrawals and Debits

Other Debits

Date Posted	Amount ($)	Description	Bank Reference
03/03	12.00	Wire Transfer Fee	903703030071871
03/04	7,900.00	Counter Debit	813003250319887
03/04	2,100.00	AZ Tlr cash withdrawal from Chk 5547 Banking Ctr Grayhawk #3338037 AZ Confirmation# 3973897707	957603049998572
03/31	5.00	Check Enclosure Fee	

Daily Ledger Balances

Date	Balance ($)	Date	Balance ($)	Date	Balance ($)
03/01	62.45	03/03	10,285.10	03/31	280.10
03/02	297.10	03/04	285.10		

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here ..... $ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement ..... $ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) ..... $ _____
4. This is your NEW ACCOUNT REGISTER BALANCE ..... $ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here ..... $ _____
2. Add any deposits not shown on this statement ..... $ _____

SUBTOTAL ..... $ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals ..... $ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
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If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

* Tell us your name and account number.
* Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
* Tell us the dollar amount of the suspected error.

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For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

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Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

H

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Statement Period
06/01/10 through 06/30/10
E0 P PE 0E 44 01151
Enclosures 0
Account Number [redacted] 5547

01333 001 SCM999 I 4 0
OUT OF THE BLUE PROCESSORS, LLC
22511 N 77TH PL
SCOTTSDALE AZ 85255-4831

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Customer Service Information
www.bankofamerica.com

For additional information or service, you may call:
1.888.BUSINESS (1.888.287.4637)

Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Effective 8/7/10, Overdraft Protection transfers from a savings account will generally be made for the amount required to cover the overdraft & the transfer fee. Overdraft protection can be a great way to help avoid overdrafts on your checking account. If you haven't already signed up, call the number on your statement or visit your nearby banking center.

Our general policy is to make funds from check deposits available by the first business day after the day of deposit. If we place a hold on a check deposit for accts open 30 days or more, we've now reduced the length of the hold to 2 business days, or in unusual circumstances up to 7 business days, after the day of deposit. This amends the Deposit Agreement.

ACC002094
FILE #8302

OUT OF THE BLUE PROCESSORS, LLC

Deposit Accounts

Business Economy Checking

OUT OF THE BLUE PROCESSORS, LLC

Your Account at a Glance

Account Number	[redacted] 5547	Statement Beginning Balance	$267.10
Statement Period	06/01/10 through 06/30/10	Amount of Deposits/Credits	$20,000.00
Number of Deposits/Credits	1	Amount of Withdrawals/Debits	$19,050.00
Number of Withdrawals/Debits	7	Statement Ending Balance	$1,217.10
Number of Deposited Items	0		
		Average Ledger Balance	$4,891.93
Number of Days in Cycle	30	Service Charge	$13.00

Use your Bank of America Small Business Check Card to avoid the monthly maintenance fee on your business checking account. Contact a Bank of America associate to learn more.

Deposits and Credits

Date Posted	Amount ($)	Description	Bank Reference
06/16	20,000.00	Wire Type:Wire IN Date: 100616 Time:1316 Et Trn:2010061600178992 Seq:0765000167Es/279946 Orig:Palm Valley Naturopathic ID:000712521210 Snd Bk:Jpmorgan Chase Bank, N.A. ID:0002 Pmt Det:D CD Of 10/06/16	903706160178992

Withdrawals and Debits

Other Debits

Date Posted	Amount ($)	Description	Bank Reference
06/16	10,000.00	Agent Assisted transfer to Chk 5534 Confirmation# 0571642696	956906167509869
06/16	12.00	Wire Transfer Fee	903706160063529
06/28	1,000.00	Wire Type:Wire Out Date:100628 Time:1339 Et Trn:2010062800225715 Service Ref:008366 Bnf:Dr. Ransome E Owan ID:000-810-426-080- Bnf Bk: Synergy One Federal Cre ID:256078572 Pmt Det:01100 628004519Nn	903706280225715
06/28	25.00	Wire Transfer Fee	903706280087811
06/30	6,000.00	AZ Tlr transfer to Chk 5534 Banking Ctr Grayhawk #3338037 AZ Confirmation# 3891743116	957606307505445
06/30	2,000.00	AZ Tlr cash withdrawal from Chk 5547 Banking Ctr Grayhawk #3338037 AZ Confirmation# 2691737938	957606309937519
06/30	13.00	Monthly Maintenance Fee	

OUT OF THE BLUE PROCESSORS, LLC

Daily Ledger Balances

Date	Balance ($)	Date	Balance ($)
06/01	267.10	06/28	9,230.10
06/16	10,255.10	06/30	1,217.10

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How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here ..... $ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement ..... $ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) ..... $ _____
4. This is your NEW ACCOUNT REGISTER BALANCE ..... $ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here ..... $ _____
2. Add any deposits not shown on this statement ..... $ _____

SUBTOTAL ..... $ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals ..... $ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
   This Balance should match your new Account Register Balance ..... $ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers
If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

* Tell us your name and account number.
* Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
* Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calender days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

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Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

H

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Statement Period
07/01/10 through 07/31/10
ED P PE 0E 44 01110
Enclosures 0
Account Number [redacted] 5547

02333 001 SCH999 I 4 0
OUT OF THE BLUE PROCESSORS, LLC
22511 N 77TH PL
SCOTTSDALE AZ 85255-4831

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
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Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Effective 8/7/10, Overdraft Protection transfers from a savings account will generally be made for the amount required to cover the overdraft & the transfer fee. Overdraft protection can be a great way to help avoid overdrafts on your checking account. If you haven't already signed up, call the number on your statement or visit your nearby banking center.

Beginning July 16, 2010, most cash deposits, cash withdrawals and transfers between Bank of America deposit accounts made before midnight will be included in the balance used to pay transactions. Exceptions apply. Visit www.bankofamerica.com/getmoretime or contact an associate for more information.

ACC002098
FILE #8302

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OUT OF THE BLUE PROCESSORS, LLC

Deposit Accounts

Business Economy Checking

OUT OF THE BLUE PROCESSORS, LLC

Your Account at a Glance

Account Number	[redacted] 5547	Statement Beginning Balance	$1,217.10
Statement Period	07/01/10 through 07/31/10	Amount of Deposits/Credits	$20,000.00
Number of Deposits/Credits	1	Amount of Withdrawals/Debits	$18,513.00
Number of Withdrawals/Debits	5	Statement Ending Balance	$2,704.10
Number of Deposited Items	1		
		Average Ledger Balance	$8,281.61
Number of Days in Cycle	31	Service Charge	$13.00

Use your Bank of America Small Business Check Card to avoid the monthly maintenance fee on your business checking account. Contact a Bank of America associate to learn more.

Deposits and Credits

Date Posted	Amount ($)	Description	Bank Reference
07/02	20,000.00	Counter Credit	813003250269625

Withdrawals and Debits

Other Debits

Date Posted	Amount ($)	Description	Bank Reference
07/06	7,500.00	AZ Tlr transfer to Chk 5534 Banking Ctr Grayhawk #3338037 AZ Confirmation# 5045318976	957707067549617
07/06	5,000.00	AZ Tlr transfer to Chk 0306 Banking Ctr Grayhawk #3338037 AZ Confirmation# 3845326560	957607067532443
07/20	4,000.00	AZ Tlr transfer to Chk 5534 Banking Ctr Raintree 101 #0009979 AZ Confirmation# 4066485901	957607207512825
07/28	2,000.00	AZ Tlr cash withdrawal from Chk 5547 Banking Ctr Grayhawk #3338037 AZ Confirmation# 4235415274	957607289975655
07/30	13.00	Monthly Maintenance Fee	

Daily Ledger Balances

Date	Balance ($)	Date	Balance ($)	Date	Balance ($)
07/01	1,217.10	07/06	8,717.10	07/28	2,717.10
07/02	21,217.10	07/20	4,717.10	07/30	2,704.10

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here ..... $ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement ..... $ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) ..... $ _____
4. This is your NEW ACCOUNT REGISTER BALANCE ..... $ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here ..... $ _____
2. Add any deposits not shown on this statement ..... $ _____

SUBTOTAL ..... $ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals ..... $ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
   This Balance should match your new Account Register Balance ..... $ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

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Electronic Transfers: In case of errors or questions about your electronic transfers
If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

* Tell us your name and account number.
* Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
* Tell us the dollar amount of the suspected error.

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Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

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Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Statement Period
08/01/10 through 08/31/10
E0 P PE 0E 44 01103
Enclosures 0
Account Number [redacted] 5547

01333 001 SCM999 0
OUT OF THE BLUE PROCESSORS, LLC
22511 N 77TH PL
SCOTTSDALE AZ 85255-4831

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Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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ACC002101
FILE #8302

OUT OF THE BLUE PROCESSORS, LLC

Deposit Accounts

Business Economy Checking

OUT OF THE BLUE PROCESSORS, LLC

Your Account at a Glance

Account Number	[redacted] 5547	Statement Beginning Balance	$2,704.10
Statement Period	08/01/10 through 08/31/10	Amount of Deposits/Credits	$30,000.00
Number of Deposits/Credits	2	Amount of Withdrawals/Debits	$17,300.00
Number of Withdrawals/Debits	6	Statement Ending Balance	$15,404.10
Number of Deposited Items	2		
		Average Ledger Balance	$11,868.61
Number of Days in Cycle	31	Service Charge	$0.00

Remember, by using your Bank of America Small Business Check Card, Bank of America provides you with another way to avoid the monthly maintenance fee on your business checking account.

Deposits and Credits

Date Posted	Amount ($)	Description	Bank Reference
08/09	15,000.00	Counter Credit	813003350525756
08/13	15,000.00	Counter Credit	813003150816443

Withdrawals and Debits

Other Debits

Date Posted	Amount ($)	Description	Bank Reference
08/10	10,000.00	AZ Tlr transfer to Chk 5534 Banking Ctr Grayhawk #3338037 AZ Confirmation# 6347153022	957708107519689
08/10	5,000.00	AZ Tlr cash withdrawal from Chk 5547 Banking Ctr Grayhawk #3338037 AZ Confirmation# 4247166333	957608109970440
08/19	200.00	AZ Tlr cash withdrawal from Chk 5547 Banking Ctr Grayhawk #3338037 AZ Confirmation# 2723568375	957608199926949
08/19	100.00	AZ Tlr cash withdrawal from Chk 5547 Banking Ctr Grayhawk #3338037 AZ Confirmation# 5023571994	957708199951992
08/26	1,000.00	AZ Tlr cash withdrawal from Chk 5547 Banking Ctr Grayhawk #3338037 AZ Confirmation# 4283901853	957608269919625
08/26	1,000.00	AZ Tlr transfer to Chk 5534 Banking Ctr Grayhawk #3338037 AZ Confirmation# 4283905513	957608267502899

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OUT OF THE BLUE PROCESSORS, LLC

Statement Period
08/01/10 through 08/31/10
ED P PE 0E 44 01103
Enclosures 0
Account Number [redacted] 5547

Daily Ledger Balances

Date	Balance ($)	Date	Balance ($)	Date	Balance ($)
08/01	2,704.10	08/10	2,704.10	08/19	17,404.10
08/09	17,704.10	08/13	17,704.10	08/26	15,404.10

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How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here ..... $ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement ..... $ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) ..... $ _____
4. This is your NEW ACCOUNT REGISTER BALANCE ..... $ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here ..... $ _____
2. Add any deposits not shown on this statement ..... $ _____

SUBTOTAL ..... $ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals ..... $ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
   This Balance should match your new Account Register Balance ..... $ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

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If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calender days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

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Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

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Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Statement Period
09/01/10 through 09/30/10
E0 P PE 0E 44 01076
Enclosures 0
Account Number [redacted] 5547

01333 001 SCM999 I 3 0
OUT OF THE BLUE PROCESSORS, LLC
22511 N 77TH PL
SCOTTSDALE AZ 85255-4831

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
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Customer Service Information
www.bankofamerica.com

For additional information or service, you may call:
1.888.BUSINESS (1.888.287.4637)

Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Beginning with statement cycles that start on or after 11/4/10, the Monthly Maintenance Fee for your Business Economy Checking account will increase to $15. This fee will not apply if you meet one of the balance requirements each statement cycle. The balance requirements are not changing. For more information about balance requirements, to understand alternatives, or if you have questions, please call the number on your deposit statement, or speak with an associate at your local Bank of America.

OUT OF THE BLUE PROCESSORS, LLC

Deposit Accounts

Business Economy Checking

OUT OF THE BLUE PROCESSORS, LLC

Your Account at a Glance

Account Number	[redacted] 5547	Statement Beginning Balance	$15,404.10
Statement Period	09/01/10 through 09/30/10	Amount of Deposits/Credits	$65,000.00
Number of Deposits/Credits	2	Amount of Withdrawals/Debits	$20,404.10
Number of Withdrawals/Debits	4	Statement Ending Balance	$60,000.00
Number of Deposited Items	2		
		Average Ledger Balance	$19,126.27
Number of Days in Cycle	30	Service Charge	$0.00

Remember, by using your Bank of America Small Business Check Card, Bank of America provides you with another way to avoid the monthly maintenance fee on your business checking account.

Deposits and Credits

Date Posted	Amount ($)	Description	Bank Reference
09/22	25,000.00	Counter Credit	813003250243983
09/23	40,000.00	Counter Credit	813003250558705

Withdrawals and Debits

Other Debits

Date Posted	Amount ($)	Description	Bank Reference
09/02	6,562.00	AZ Tlr transfer to Chk 3738 Banking Ctr Grayhawk #3338037 AZ Confirmation# 8845249837	957809027515517
09/02	6,300.00	AZ Tlr cash withdrawal from Chk 5547 Banking Ctr Grayhawk #3338037 AZ Confirmation# 4145231117	957609029963847
09/23	5,000.00	AZ Tlr cash withdrawal from Chk 5547 Banking Ctr Grayhawk #3338037 AZ Confirmation# 5325993142	957709239947271
09/23	2,542.10	AZ Tlr transfer to Chk 5534 Banking Ctr Grayhawk #3338037 AZ Confirmation# 6526000507	957709237506355

Daily Ledger Balances

Date	Balance ($)	Date	Balance ($)
09/01	15,404.10	09/22	27,542.10
09/02	2,542.10	09/23	60,000.00

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here ..... $ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement ..... $ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) ..... $ _____
4. This is your NEW ACCOUNT REGISTER BALANCE ..... $ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here ..... $ _____
2. Add any deposits not shown on this statement ..... $ _____

SUBTOTAL ..... $ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals ..... $ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
   This Balance should match your new Account Register Balance ..... $ _____

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If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calender days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

Business Market Rate Savings

Account number: [redacted]4100 ■ July 1, 2011 - July 31, 2011 ■ Page 1 of 3

[redacted]

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

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

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

Your Business and Wells Fargo

Access Wells Fargo/Gallup's Small Business Index reports, press releases and podcasts at wellsfargobusinessinsights.com/small-business-index. The quarterly index reflects small business owner optimism, perceptions of current conditions (past 12 months) and future expectations (next 12 months) relating to financial situation, revenues, cash flow, capital spending, jobs and credit availability.

IMPORTANT ACCOUNT INFORMATION

Starting August 14, 2011, if you currently receive a separate monthly statement for this and other accounts, they may be combined if they have the same account owner(s) and same mailing address. The information you currently receive will not change - it will simply be consolidated into one easy-to-read statement to save you time when organizing your financial records. We hope you will enjoy this new convenience and "greener" approach. If you do not want your statements combined, please talk to your banker or call the number on your statement.

Activity summary

Beginning balance on 7/1	$28,861.49
Deposits/Credits	1.02
Withdrawals/Debits	- 27,000.00
Ending balance on 7/31	$1,862.51
Average ledger balance this period	$8,022.78

Account number: [redacted]4100
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

EXHIBIT
tabbies
S-32 a-2
ADMITTED

ACC000435
FILE #8302

Sheet Seq = 0064594
Sheet 00001 of 00002

ACC005130
FILE #8302

Account number: [redacted]4100 ■ July 1, 2011 - July 31, 2011 ■ Page 2 of 3

Interest summary

Interest paid this statement	$1.02
Average collected balance	$8,022.78
Annual percentage yield earned	0.15%
Interest earned this statement period	$1.02
Interest paid this year	$37.28

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
7/5	* Online Transfer Ref #lbe84Ymy42 to Way2Save Checking xxxxxx9938 on 07/05/11		4,000.00	24,861.49
7/6	* Online Transfer Ref #lbe2Bvs7Qn to Business Market Rate Savings xxxxxx6764 on 07/06/11		11,000.00	13,861.49
7/11	* Online Transfer Ref #lbe84Zk74Z to Way2Save Checking xxxxxx9938 on 07/10/11		6,000.00	
7/11	Withdrawal Made In A Branch/Store		6,000.00	1,861.49
7/29	Interest Payment	1.02		1,862.51
Ending balance on 7/31				**1,862.51**
Totals		**$1.02**	**$27,000.00**	

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

* *Indicates transactions that count toward Federal Reserve Board Regulation D limits. Please refer to your Account Agreement for complete details of the federally-mandated transaction limits for savings accounts.*

IMPORTANT ACCOUNT INFORMATION

Sign up for Online Banking and get free, 24/7 access to your Wells Fargo accounts.
With Online Banking, you can view detailed account information, manage your account profile and transfer funds at your fingertips. You can also choose to receive important notices and your account statements online - it's quicker and safer than receiving them in the mail and it's environmentally friendly. With this service, you can have time-sensitive information sent to your email - for example, you can receive an alert when a deposit is made, when your account balance falls below a pre-set balance in your account, or when overdraft protection was needed. Sign on and get started today by visiting wellsfargo.com.

Account number: [redacted]4100 ■ July 1, 2011 - July 31, 2011 ■ Page 3 of 3

[redacted]

General statement policies for Wells Fargo Bank

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

Account Balance Calculation Worksheet

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

ENTER

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

ADD

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

..... TOTAL $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

..... TOTAL $ _____

SUBTRACT

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

CALCULATE THE ENDING BALANCE

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

Number	Items Outstanding	Amount
	Total amount $	

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ACC000437
FILE #8302

Sheet Seq = 0064595
Sheet 00002 of 00002

ACC005132
FILE #8302

Business Market Rate Savings

Account number: [redacted]4100 ■ June 1, 2011 - June 30, 2011 ■ Page 1 of 3

[redacted]

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

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

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
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Phoenix, AZ 85062-2908

Your Business and Wells Fargo

The Wells Fargo Business Insight Resource Center offers free access to business information and advice through videos, articles, podcasts and other resources. This site offers objective information from industry experts, best practices from real business owners, as well as numerous Wells Fargo solutions that can help you run your business. Visit the site at wellsfargobusinessinsights.com.

✓ IMPORTANT ACCOUNT INFORMATION

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Do you need to order business checks?
Here are 3 easy ways to order:
1) Login to wellsfargo.com/checks
2) Call Harland Clarke at 1-800-237-8982 (Monday-Friday 5am-9pm PST, Saturday 5am-4pm PST)
3) Contact your banker

Activity summary

Beginning balance on 6/1	$51,256.92
Deposits/Credits	104.57
Withdrawals/Debits	- 22,500.00
Ending balance on 6/30	$28,861.49
Average ledger balance this period	$37,100.25

Account number: [redacted]4100
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply

For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278

For Wire Transfers use
Routing Number (RTN): 121000248

ACC000438
FILE #8302

Sheet Seq = 0165356
Sheet 00001 of 00002

Account number: [redacted]4100 ■ June 1, 2011 - June 30, 2011 ■ Page 2 of 3

WELLS FARGO

Interest summary

Interest paid this statement	$4.57
Average collected balance	$37,100.25
Annual percentage yield earned	0.15%
Interest earned this statement period	$4.57
Interest paid this year	$36.26

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
6/3	Recurring Transfer Ref #Ope|3Xcx| From Business Checking xxxxxx1566	100.00		51,356.92
6/6	* Online Transfer Ref #tbe|48x5R to Business Checking xxxxxx1566 on 06/04/11		12,500.00	38,856.92
6/15	Withdrawal Made In A Branch/Store		5,000.00	33,856.92
6/24	Withdrawal Made In A Branch/Store		5,000.00	28,856.92
6/30	Interest Payment	4.57		28,861.49
Ending balance on 6/30				**28,861.49**
Totals		**$104.57**	**$22,500.00**	

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

* *Indicates transactions that count toward Federal Reserve Board Regulation D limits. Please refer to your Account Agreement for complete details of the federally-mandated transaction limits for savings accounts.*

IMPORTANT ACCOUNT INFORMATION

Save time with Online Bill Pay

Save time, avoid late fees, and save on postage costs. Be at ease knowing your payments get there fast-with over 90% of our top payees able to receive payments in 2 days or less. You can even make same day payments to Wells Fargo credit accounts, and to other select merchants. Pay your bills efficiently with Wells Fargo Bill Pay-backed by our Payment Guarantee. We guarantee your payments will be paid as scheduled, on time, every time. Go to wellsfargo.com or wellsfargo.com/biz to sign up or sign on today.

[redacted]

General statement policies for Wells Fargo Bank

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

ENTER

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

ADD

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

. . . . TOTAL $ ____________

CALCULATE THE SUBTOTAL
(Add Parts A and B)

. . . . TOTAL $ ____________

SUBTRACT

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

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

Number	Items Outstanding	Amount
	Total amount $	

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ACC000440
FILE #8302

Sheet Seq = 0165257
Sheet 00002 of 00002

ACC005135
FILE #8302

Business Market Rate Savings

Account number: [redacted]4100 ■ November 1, 2010 - November 30, 2010 ■ Page 1 of 3

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

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

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

Your Business and Wells Fargo

Wells Fargo offers business owners a full-service payroll solution with payroll processing, reporting, and tax services. That means you can spend less time working in your business and more time growing your business. And now, enjoy the convenience of processing your payroll online. Online payroll from the online banking leader. For more information, visit wellsfargo.com/biz/payroll or call us at 1-800-421-4714.

Activity summary

Beginning balance on 11/1	$29,437.57
Deposits/Credits	0.98
Withdrawals/Debits	- 28,516.52
Ending balance on 11/30	**$922.03**
Average ledger balance this period	$7,989.64

Account number: [redacted]4100
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.98
Average collected balance	$7,989.64
Annual percentage yield earned	0.15%
Interest earned this statement period	$0.98
Interest paid this year	$17.95

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/1	Withdrawal Made In A Branch/Store		5,000.00	
11/1	* Online Transfer Ref #lbeqkvlq3N to Business Market Rate Savings xxxxxx6764 on 11/01/10		4,437.57	20,000.00
11/4	* Overdraft Protection to [redacted]1590		178.95	

ACC000461
FILE #8302

(38)
Sheet Seq = 0068097
Sheet 00001 of 00002

ACC005136
FILE #8302

Account number: [redacted]4100 ■ November 1, 2010 - November 30, 2010 ■ Page 2 of 3

WELLS FARGO

Transaction history (continued)

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/4	Withdrawal Made In A Branch/Store		2,100.00	17,721.05
11/8	* Online Transfer Ref #lbe29K3563 to Business Market Rate Savings xxxxxx6764 on 11/08/10		10,000.00	7,721.05
11/18	* Online Transfer Ref #lbexd33Ypq to Checking xxxxxx5701 on 11/18/10		2,500.00	5,221.05
11/22	Withdrawal Made In A Branch/Store		2,000.00	
11/22	Withdrawal Made In A Branch/Store		1,000.00	2,221.05
11/24	Withdrawal Made In A Branch/Store		1,300.00	921.05
11/30	Interest Payment	0.98		922.03
Ending balance on 11/30				**922.03**
Totals		**$0.98**	**$28,516.52**	

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

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[redacted]

General statement policies for Wells Fargo Bank

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

ENTER

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

ADD

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

.... TOTAL $ ____________

CALCULATE THE SUBTOTAL
(Add Parts A and B)

.... TOTAL $ ____________

SUBTRACT

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

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

Number	Items Outstanding	Amount
	Total amount $	

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ACC000463
FILE #8302

Sheet Seq = 0068098
Sheet 00002 of 00002

ACC005138
FILE #8302

Business Market Rate Savings

Account number: [redacted]4100 ■ October 1, 2010 - October 31, 2010 ■ Page 1 of 3

[redacted]

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

Available by phone 24 hours a day, 7 days a week:
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Write: Wells Fargo Bank, N.A. (038)
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IMPORTANT ACCOUNT INFORMATION

New IRS requirement: Most businesses currently using paper Federal Tax Deposit (FTD) coupons to make tax deposits must arrange to make those deposits electronically, effective January 1, 2011. Accordingly, we will stop accepting FTD coupons as early as November 2010 in some areas; contact your local branch for details. For more information about this change or tax payment options available to you, please contact your tax advisor or visit IRS.gov.

Activity summary

Beginning balance on 10/1	$45,556.80
Deposits/Credits	49,548.77
Withdrawals/Debits	- 65,670.00
Ending balance on 10/31	$29,437.57
Average ledger balance this period	$51,809.21

Account number: [redacted]4100
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$5.77
Average collected balance	$45,288.05
Annual percentage yield earned	0.15%
Interest earned this statement period	$5.77
Interest paid this year	$16.97

ACC000464
FILE #8302

(38) Ins =2
Sheet Seq = 0102587
Sheet 00001 of 00003

ACC005139
FILE #8302

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/1	Deposit Made In A Branch/Store	49,543.00		95,101.80
10/4	* Online Transfer Ref #ibeqkqqpt5 to Business Market Rate Savings xxxxxx6764 on 10/04/10		5,000.00	
10/4	Withdrawal Made In A Branch/Store		4,000.00	86,101.80
10/7	Withdrawal Made In A Branch/Store		30,000.00	56,101.80
10/15	Bank Originated Debit		5,000.00	51,101.80
10/19	Withdrawal Made In A Branch/Store		18,750.00	32,351.80
10/26	Wire Trans Svc Charge - Sequence: 101026059453 Srf# 0000789298146779 Trn#101026059453 Rfb#		20.00	
10/26	* WT Fed#09469 Bank of America, N /Ftr/Bnf=Ogbugo K Ukhoa Srf# 0000789298146779 Trn#101026059453 Rfb#		2,900.00	29,431.80
10/29	Interest Payment	5.77		29,437.57
Ending balance on 10/31				**29,437.57**
Totals		**$49,548.77**	**$65,670.00**	

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

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Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Deposited Items	1	20	0	0.50	0.00
Total service charges					**$0.00**

TIP Read the latest updates about the integration efforts underway between Wells Fargo and Wachovia. Visit wellsfargo.com/wachovia/news.

Order Gift Cards Early and Save: Shipping fees waived on all bulk orders of 25 or more Wells Fargo Visa Gift Cards purchased between 10/26/10 - 11/23/10. Go to wellsfargo.com/giftcard/bulkorders to order now.

ACC000465
FILE #8302

Account number: [redacted]4100 ■ October 1, 2010 - October 31, 2010 ■ Page 3 of 3

[redacted]

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

ENTER

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

ADD

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

.... TOTAL $ ____________

CALCULATE THE SUBTOTAL
(Add Parts A and B)

.... TOTAL $ ____________

SUBTRACT

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

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

Number	Items Outstanding	Amount
	Total amount $	

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ACC000466
FILE #8302

Sheet Seq = 0102589
Sheet 00003 of 00003

ACC005141
FILE #8302

Business Market Rate Savings

Account number: [redacted]4100 ● September 1, 2010 - September 30, 2010 ■ Page 1 of 3

OUT OF THE BLUE PROCESSORS LLC
22511 N 77TH PL
SCOTTSDALE AZ 85255-4831

Questions?

Available by phone 24 hours a day, 7 days a week:
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TTY: 1-800-877-4833
En español: 1-877-337-7454

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Write: Wells Fargo Bank, N.A. (038)
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Your Business and Wells Fargo

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Activity summary

Beginning balance on 9/1	$100,002.87
Deposits/Credits	8.33
Withdrawals/Debits	- 54,452.40
Ending balance on 9/30	**$45,558.80**
Average ledger balance this period	$67,542.44

Account number: [redacted]4100
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000246

Interest summary

Interest paid this statement	$8.33
Average collected balance	$67,542.44
Annual percentage yield earned	0.15%
Interest earned this statement period	$8.33
Interest paid this year	$11.20

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
9/7	* Online Transfer Ref #lbejrhwxny to Checking xxxxxx5701 on 09/06/10		7,500.00	92,502.87
9/9	* Online Transfer Ref #lbe298Qplm to Business Market Rate Savings USAA CC Pymt		15,000.00	
9/9	* Online Transfer Ref #lbexcq82Zs to Checking xxxxxx5701 on 09/08/10		10,000.00	67,502.87
9/10	Withdrawal Made In A Branch/Store		3,000.00	64,502.87

ACC000467
FILE #8302

(38)
Sheet Seq = 0099630
Sheet 00001 of 00003

ACC005142
FILE #8302

Account number: [redacted]4100 ■ September 1, 2010 - September 30, 2010 ■ Page 2 of 3

Transaction history (continued)

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
9/16	* Overdraft Protection to [redacted]1590		7,399.20	57,103.67
9/24	* Overdraft Protection to [redacted]1590		4,053.20	53,050.47
9/27	* Online Transfer Ref #lbe56Djkvy to Business Market Rate Savings xxxxxx6764 on 09/27/10		7,500.00	45,550.47
9/30	Interest Payment	8.33		45,558.80
Ending balance on 9/30				**45,558.80**
Totals		**$8.33**	**$54,452.40**	

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

* *Indicates transactions that count toward Federal Reserve Board Regulation D limits. Please refer to your Account Agreement for complete details of the federally-mandated transaction limits for savings accounts.*

Sheet Seq = 0099631
Sheet 00002 of 00003

[redacted]

General statement policies for Wells Fargo Bank

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

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

Account Balance Calculation Worksheet

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

ENTER

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

ADD

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

.... TOTAL $ ____________

CALCULATE THE SUBTOTAL
(Add Parts A and B)

.... TOTAL $ ____________

SUBTRACT

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

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

Number	Items Outstanding	Amount
	Total amount $	

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ACC000469
FILE #8302

Sheet Seq = 0099632
Sheet 00003 of 00003

ACC005144
FILE #8302

Wells Fargo Combined Statement of Accounts

Primary account number: [redacted]1590 ■ December 1, 2011 - December 31, 2011 ■ Page 1 of 5

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

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

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

Your Business and Wells Fargo

- Wells Fargo is the #1 leading lender to small businesses in Arizona
- Wells Fargo is the #1 leading mortgage lender in Arizona

Account options

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

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

Summary of accounts

Checking and Savings

Account	*Page*	*Account number*	*Ending balance last statement*	*Ending balance this statement*
Advantage Business Package Checking	2	[redacted]1590	36,035.68	16,927.68
Business Market Rate Savings	3	[redacted]4100	4,393.97	1,994.21
	Total deposit accounts		$40,429.65	$18,921.89

EXHIBIT
tabbies
S-320-3
ADMITTED

ACC000159
FILE #8302

Sheet Seq = 0112910
Sheet 00001 of 00003

ACC005145
FILE #8302

Primary account number: [redacted]1590 ■ December 1, 2011 - December 31, 2011 ■ Page 2 of 5

Advantage Business Package Checking

Activity summary

Beginning balance on 12/1	$36,035.68
Deposits/Credits	0.00
Withdrawals/Debits	- 19,108.00
Ending balance on 12/31	**$16,927.68**
Average ledger balance this period	$23,480.84

Account number: [redacted]1590

OUT OF THE BLUE PROCESSORS LLC

Arizona account terms and conditions apply

For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

■ Savings - [redacted]4100

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/1		Withdrawal Made In A Branch/Store		5,000.00	
12/1		Withdrawal Made In A Branch/Store		6,500.00	24,535.68
12/5		Recurring Transfer Ref #Opeqnb6J9S to Business Market Rate Savings xxxxxx6764		100.00	24,435.68
12/28		Online Transfer Ref #Ibeqnhgk4B to Business Checking xxxxxx1586 on 12/28/11		7,500.00	16,935.68
12/30		Monthly Service Fee		8.00	16,927.68
Ending balance on 12/31					**16,927.68**
Totals			**$0.00**	**$19,108.00**	

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

IMPORTANT ACCOUNT INFORMATION

Information regarding fees for services you may use with your account

- Audit Confirmation - $40 per request
- Non-Customer Check Cashing - $7.50 each
- Account Research - $25 per hour ($25 minimum)
- Cashier's Checks - $10 each
- Document Copy Fee/Other Requests - $5 per item (Self-Serve Requests remain at no charge)
- Money Orders - $5 each
- International Item Deposited - $5 per item
- Stop Payment - $31 each

Wire Transfers:
- Incoming Domestic/Internal Transfer - $15 each
- Incoming International U.S./Foreign Currency - $16 each
- Outgoing Domestic/Internal Transfer - $30 each

REDACTED DUE TO INFORMATION FALLS OUTSIDE OF THE SCOPE OF THE ORDER

WELLS FARGO

- Repetitive Outgoing Domestic/Internal Transfer - $25 each
- Outgoing International U.S. Currency - $45 each
- Repetitive Outgoing International U.S. Currency - $40 each
- Outgoing International Foreign Currency - $35 each
- Repetitive Outgoing International Foreign Currency - $30 each
- Outgoing Book Transfer - $15 each
- Repetitive Outgoing Book Transfer - $10 each

For questions, contact your Business Banker or call the phone number at the top of your statement. Pricing may vary based on account relationship.

Business Market Rate Savings

Activity summary

Beginning balance on 12/1	$4,393.97
Deposits/Credits	100.24
Withdrawals/Debits	- 2,500.00
Ending balance on 12/31	**$1,994.21**
Average ledger balance this period	$2,819.77

Account number: [redacted] 4100
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.24
Average collected balance	$2,819.77
[redacted]	[redacted]
Interest earned this statement period	$0.24
[redacted]	[redacted]

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/5	Recurring Transfer Ref #Ope862P2Nf From Business Checking xxxxxx1586	100.00		4,493.97
12/9	* Online Transfer to Heartburg R Ref #tbe2Cz4422 Way2Save Checking 2ND Advance		1,000.00	3,493.97
12/13	Cash eWithdrawal in Branch/Store - 20745 N Scottsdale Rd Scottsdale AZ 0696		1,500.00	1,993.97
12/30	Interest Payment	0.24		1,994.21
Ending balance on 12/31				**1,994.21**
Totals		**$100.24**	**$2,500.00**	

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

* *Indicates transactions that count toward Federal Reserve Board Regulation D limits. Please refer to your Account Agreement for complete details of the federally-mandated transaction limits for savings accounts.*

IMPORTANT ACCOUNT INFORMATION

Effective April 16, 2012, the daily maximum number of Overdraft (OD) and/or Returned Items (Non-Sufficient Funds/NSF) fees that can be charged on any business day will increase from 4 to 8 per day. OD and NSF fee pricing remains unchanged.

If you have questions, please contact your local banker or call the phone number listed at the top of your statement.

[redacted]

General statement policies for Wells Fargo Bank

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

Account Balance Calculation Worksheet

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

ENTER

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

ADD

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

.... TOTAL $ ______

CALCULATE THE SUBTOTAL

(Add Parts A and B)

.... TOTAL $ ______

SUBTRACT

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

CALCULATE THE ENDING BALANCE

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

Number	Items Outstanding	Amount
	Total amount $	

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Sheet Seq = 0112912
Sheet 00003 of 00003

ACC000163
FILE #8302
ACC005149
FILE #8302

Wells Fargo Combined Statement of Accounts

Primary account number: [redacted]1590 ■ January 1, 2012 - January 31, 2012 ■ Page 1 of 4

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

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

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

Your Business and Wells Fargo

Lending a Hand to feed Arizona families in need
Local Wells Fargo Arizona stores teamed up to make the 2011 Summer Annual Food Drive a huge success! Together we collected an amazing 60 tons of food for local Arizona food banks to assist families in need in our communities.

Account options

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

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

Summary of accounts

Checking and Savings

Account	*Page*	*Account number*	*Ending balance last statement*	*Ending balance this statement*
Advantage Business Package Checking	2	[redacted]1590	16,927.68	1,498.06
Business Market Rate Savings	3	[redacted]4100	1,994.21	1,094.33
	Total deposit accounts		$18,921.89	$2,592.39

Sheet Seq = 0115086
Sheet 00001 of 00002

ACC000164
FILE #8302

ACC005150
FILE #8302

WELLS FARGO

Advantage Business Package Checking

Activity summary

Beginning balance on 1/1	$16,927.68
Deposits/Credits	0.00
Withdrawals/Debits	- 15,429.62
Ending balance on 1/31	**$1,498.06**
Average ledger balance this period	$5,740.25

Account number: [redacted]1590
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection
Your account is linked to the following for Overdraft Protection:
- Savings - [redacted]4100

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
1/3		Recurring Transfer Ref #Opetkl9K7T to Business Market Rate Savings xxxxxx6764		100.00	
1/3		Withdrawal Made In A Branch/Store		5,000.00	11,827.68
1/4		Transfer to DDA # 000006198499938		5,000.00	6,827.68
1/6		Online Transfer to Steiner S Ref #Ibec3CR68S Checking Books and Spending		500.00	6,327.68
1/19		Online Transfer Ref #Ibec3Gh7L9 to Way2Save Checking xxxxxx9938 on 01/19/12		1,000.00	5,327.68
1/20		Check Crd Purchase 01/19 Sprint *Wireless 800-639-6111 KS 425907xxxxxx0696 020240000298238 ?McC=4814 01		1,495.31	3,832.37
1/24		POS Purchase - 01/24 Mach ID 000000 Office Max 1625 Scottsdale AZ 0696 00582024669680757 ?McC=5943		27.21	
1/24		Withdrawal Made In A Branch/Store		1,000.00	2,805.16
1/26		Online Transfer Ref #Ibetkr5Wvr to Way2Save Checking xxxxxx9938 on 01/26/12		1,000.00	1,805.16
1/27		Check Crd Purchase 01/25 Rancho Manana Golf Clu Cave Creek AZ 425907xxxxxx0696 027240001313683 ?McC=7992 90		82.73	1,722.43
1/30		Check Crd Purchase 01/26 Eternal Tans Scottsdale AZ 425907xxxxxx0696 029240003211621 ?McC=7298 90		66.00	
1/30		Check Crd Purchase 01/27 Paradise Bakery & Cafe Scottsdale AZ 425907xxxxxx0696 029240005736867 ?McC=5814 90		7.89	
1/30		Check Crd Purchase 01/28 Cantina Laredo 186 Scottsdale AZ 425907xxxxxx0696 029240000238730 ?McC=5812 90		45.00	1,603.54
1/31		POS Purchase - 01/31 Mach ID 000000 USPS 0384360600 Tempe AZ 0696 00302031717022758 ?McC=9402		55.15	
1/31		POS Purchase - 01/31 Mach ID 000000 The Promenade 1 Scottsdale AZ 0696 00382031819115161 ?McC=5499		42.33	
1/31		Monthly Service Fee		8.00	1,498.06
Ending balance on 1/31					**1,498.06**
Totals			**$0.00**	**$15,429.62**	

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

IMPORTANT ACCOUNT INFORMATION

REDACTED DUE TO INFORMATION FALLS OUTSIDE OF THE SCOPE OF THE ORDER

[redacted]

Effective April 16, 2012, the daily maximum number of Overdraft Item (OD) and/or Returned Items (Non-Sufficient Funds/NSF) fees that can be charged on any business day will increase from 4 to 8 per day. OD and NSF fee pricing remains unchanged.

If you have questions, please contact your local banker or call the phone number listed at the top of your statement.

For customers with Wells Fargo debit, check or ATM cards issued in IN, MN, OH and SD: Starting February 1, 2012, you can begin to use your card to make purchases where you enter your Personal Identification Number (PIN) to authorize your purchase. Refer to the applicable account agreement for more information, or contact the customer service number on your statement.

Business Market Rate Savings

Activity summary

Beginning balance on 1/1	$1,994.21
Deposits/Credits	100.12
Withdrawals/Debits	- 1,000.00
Ending balance on 1/31	**$1,094.33**
Average ledger balance this period	$1,410.33

Account number: [redacted]4100
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.12
Average collected balance	$1,410.33
Annual percentage yield earned	0.10%
Interest earned this statement period	$0.12
Interest paid this year	$0.12
[redacted]	[redacted]

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
1/3	Recurring Transfer Ref #Opeqnjrs5 From Business Checking xxxxxx1566	100.00		2,094.21
1/11	* Online Transfer Ref #fbs599Mybc to Way2Save Checking xxxxxx9938 on 01/11/12		1,000.00	1,094.21
1/31	Interest Payment	0.12		1,094.33
Ending balance on 1/31				**1,094.33**
Totals		**$100.12**	**$1,000.00**	

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

* *Indicates transactions that count toward Federal Reserve Board Regulation D limits. Please refer to your Account Agreement for complete details of the federally-mandated transaction limits for savings accounts.*

Primary account number: [redacted]1590 ■ January 1, 2012 - January 31, 2012 ■ Page 4 of 4

General statement policies for Wells Fargo Bank

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

Account Balance Calculation Worksheet

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

ENTER

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

ADD

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

..... TOTAL $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

..... TOTAL $ _____

SUBTRACT

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

CALCULATE THE ENDING BALANCE

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

Number	Items Outstanding	Amount
	Total amount $	

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Wells Fargo Combined Statement of Accounts

Primary account number: [redacted]1590 ■ February 1, 2012 - February 29, 2012 ■ Page 1 of 6

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

Available by phone 24 hours a day, 7 days a week:
1-800-CALL-WELLS (1-800-225-5935)
TTY: 1-800-877-4833
En español: 1-877-337-7454
Online: wellsfargo.com/biz
Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

Your Business and Wells Fargo

Access Wells Fargo/Gallup's Small Business Index reports, press releases and podcasts at wellsfargobusinessinsights.com/small-business-index. The quarterly index reflects small business owner optimism, perceptions of current conditions (past 12 months) and future expectations (next 12 months) relating to financial situation, revenues, cash flow, capital spending, jobs and credit availability.

Account options

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

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

✓ IMPORTANT ACCOUNT INFORMATION

As a reminder, Wells Fargo may assess the following fees to your checking account for international transactions made with your debit card.

- Non-Wells Fargo ATM Withdrawal: $5 each per international transaction
- Non-Wells Fargo ATM Transfer: $2 each per transaction when you transfer available funds between your primary linked checking and savings accounts at select non-Wells Fargo ATMs

(Please note that the ATM owner or operator may also charge a fee.)

- International Purchase Transaction: 3% of the transaction amount is charged for each purchase made with your debit card in a foreign currency that has been converted into a U.S. dollar amount by a network
- Over-the-Counter Cash Disbursement: 3% of the transaction amount for each cash withdrawal at a non-Wells Fargo Bank outside the U.S.

Primary account number: [redacted]1590 ■ February 1, 2012 - February 29, 2012 ■ Page 2 of 8

For fee waiver details, refer to your applicable Wells Fargo Account Fee & Information Schedule.

If you have questions, please contact your local banker or call the phone number at the top of your statement. Thank you. We appreciate your business.

Summary of accounts

Checking and Savings

Account	*Page*	*Account number*	*Ending balance last statement*	*Ending balance this statement*
Advantage Business Package Checking	2	[redacted]1590	1,498.06	127.71
Business Market Rate Savings	4	[redacted]4100	1,094.33	4,190.18
	Total deposit accounts		$2,592.39	$4,317.89

Advantage Business Package Checking

Activity summary

Beginning balance on 2/1	$1,498.06
Deposits/Credits	10,289.69
Withdrawals/Debits	- 11,660.04
Ending balance on 2/29	$127.71
Average ledger balance this period	$1,760.69

Account number: [redacted]1590
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection
Your account is linked to the following for Overdraft Protection:
■ Savings [redacted]4100

Transaction history

Date	*Check Number*	*Description*	*Deposits/ Credits*	*Withdrawals/ Debits*	*Ending daily balance*
2/3		POS Purchase - 02/02 Mach ID 000000 Frys Food & Dru Scottsdale AZ 0696 00582034158658475 ?McC=5411		107.95	
2/3		Check Crd Purchase 02/02 Sq *Chad White Scottsdale AZ 425907xxxxxx0696 034240000979388 ?McC=8999 90		40.00	
2/3		Check Crd Purchase 02/02 Summit Cleaners Scottsdale AZ 425907xxxxxx0696 034240002113294 ?McC=7216 90		40.63	
2/3		Recurring Transfer Ref #Opemrq8C52 to Business Market Rate Savings xxxxxx6764		100.00	
2/3		POS Purchase - 02/03 Mach ID 000000 Bedbath&Beyond# Phoenix AZ 0696 00382034640745881 ?McC=5719		67.91	
2/3		POS Purchase - 02/03 Mach ID 000000 Shell Service S Cave Creek AZ 0696 00582034713730831 ?McC=5542		79.26	
2/3		Online Transfer Ref #ibexqvxqyb to Way2Save Checking xxxxxx9936 on 02/03/12		500.00	562.31
2/6		Check Crd Purchase 02/01 Tar F & B Scottsdale AZ 425907xxxxxx0696 036240004004393 ?McC=5812 90		65.00	497.31

WELLS FARGO

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/7		Check Crd Purchase 02/05 Einstein Bros Bagels32 Las Vegas NV 425907xxxxxx0696 038240000025465 ?McC=5812 90		40.48	
2/7		Check Crd Purchase 02/05 Shell Oil 57427268305 Las Vegas NV 425907xxxxxx0696 038240000482054 ?McC=5542 90		97.45	
2/7		Check Crd Purchase 02/06 Marriott Jw Las Vegas Las Vegas NV 425907xxxxxx0696 038240001345254 ?McC=3509 90		155.68	
2/7		POS Purchase - 02/07 Mach ID 000000 Qt 497 Phoenix AZ 0696 00382038527090280 ?McC=5542		68.00	
2/7		Overdraft Protection From [redacted] 4100	217.44		
2/7		Overdraft Transfer Fee		12.50	340.64
2/8		Check Crd Purchase 02/06 Zipps Sports Grill 36T Phoenix AZ 425907xxxxxx0696 039240000512084 ?McC=5812 90		34.00	
2/8		Check Crd Purchase 02/06 Studio Movie Grill Sco Scottsdale AZ 425907xxxxxx0696 039240000053217 ?McC=5812 90		78.00	228.64
2/9		Check Crd Purchase 02/08 Southwestair5262420021 Dallas TX 425907xxxxxx0696 040240002116941 ?McC=3066 01		2.50	
2/9		Check Crd Purchase 02/08 Southwestair5262420015 Dallas TX 425907xxxxxx0696 040240002116940 ?McC=3066 01		240.60	
2/9		Overdraft Protection From 8047414100	72.25		
2/9		Overdraft Transfer Fee		12.50	45.09
2/10		Deposit	10,000.00		
2/10		POS Purchase - 02/10 Mach ID 000000 Circle K 05410 Scottsdale AZ 0696 00462041828835772 ?McC=5542		71.00	9,974.09
2/13		Check Crd Purchase 02/09 California Pizza 232 Tempe AZ 425907xxxxxx0696 043240003685950 ?McC=5812 90		53.00	
2/13		Check Crd Purchase 02/10 Hampton Inns Scottsdale AZ 425907xxxxxx0696 043240003462781 ?McC=3665 01		22.85	
2/13		Check Crd Purchase 02/10 Cheesecake No Scottsda Scottsdale AZ 425907xxxxxx0696 044240000327422 ?McC=5812 90		55.00	
2/13		Online Transfer Ref #Ibefyp48Bz to Business Checking xxxxxx1566 on 02/11/12		6,300.00	
2/13		Check Crd Purchase 02/11 Hampton Inns Scottsdale AZ 425907xxxxxx0696 044240001846765 ?McC=3665 01		131.01	
2/13		Cash eWithdrawal in Branch/Store - 23405 N Scottsdale Rd Scottsdale AZ 0696		1,500.00	1,912.23
2/16		POS Purchase - 02/16 Mach ID 000000 Qt 497 Phoenix AZ 0696 00582047521049953 ?McC=5542		70.01	1,842.22
2/17		Check Crd Purchase 02/13 Tlf TF Cactus Flower F Scottsdale AZ 425907xxxxxx0696 048240000022303 ?McC=5992 90		166.51	
2/17		Check Crd Purchase 02/16 Sq *Chad While Scottsdale AZ 425907xxxxxx0696 048240002241222 ?McC=8999 90		40.00	1,635.71
2/21		Online Transfer Ref #Ibetky8KY2 to Business Market Rate Savings xxxxxx4100 on 02/20/12		1,500.00	135.71
2/29		Monthly Service Fee		8.00	127.71
Ending balance on 2/29					**127.71**
Totals			**$10,289.69**	**$11,660.04**	

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

Account transaction fees summary

Service charge description	Units used	Units Included	Excess units	Service charge per excess units ($)	Total service charge ($)
Paid and Deposited Items	1	150	0	0.50	0.00
Total service charges					**$0.00**

REDACTED DUE TO INFORMATION FALLS OUTSIDE OF THE SCOPE OF THE ORDER

IMPORTANT ACCOUNT INFORMATION

For customers with Wells Fargo debit, check or ATM cards issued in IN, MN, OH and SD: Starting February 1, 2012, you can begin to use your card to make purchases where you enter your Personal Identification Number (PIN) to authorize your purchase. Refer to the applicable account agreement for more information, or contact the customer service number on your statement.

Business Market Rate Savings

Activity summary

Beginning balance on 2/1	$1,094.33
Deposits/Credits	21,600.54
Withdrawals/Debits	- 18,504.69
Ending balance on 2/29	**$4,190.18**
Average ledger balance this period	$6,817.66

Account number: [redacted] 4100
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.54
Average collected balance	$6,817.66
Annual percentage yield earned	0.10%
Interest earned this statement period	$0.54
Interest paid this year	$0.66
[redacted]	[redacted]

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/3	WT Fed#01430 Sabine State Bank /Org=David H Steiner MD Srf# 1704537 Trn#120203068943 Rfb#	20,000.00		
2/3	Recurring Transfer Ref #Opetkt8Kmj From Business Checking xxxxxx1566	100.00		
2/3	Wire Trans Svc Charge - Sequence: 120203068943 Srf# 1704537 Trn#120203068943 Rfb#		15.00	
2/3	* Online Transfer Ref #Ibefymf3Ps to Way2Save Checking xxxxxx9938 on 02/03/12		1,000.00	20,179.33
2/7	Withdrawal Made In A Branch/Store		12,500.00	7,679.33
2/8	* Overdraft Protection to [redacted] 1590		217.44	7,461.89
2/10	* Overdraft Protection to [redacted] 1590		72.25	
2/10	ATM Withdrawal - 02/10 Mach ID 5739H Scottsdale & Pinnacle Phoenix AZ 0696 0008956		100.00	7,289.64
2/13	* Online Transfer Ref #Ibe86L4Rcr to Way2Save Checking xxxxxx9938 on 02/11/12		3,500.00	3,789.64
2/21	Online Transfer Ref #Ibetky6KY2 From Business Checking xxxxxx1590 on 02/20/12	1,500.00		5,289.64
2/23	* Online Transfer Ref #Ibemrvq7Sn to Way2Save Checking xxxxxx9938 on 02/23/12		1,000.00	4,289.64

Primary account number: [redacted]1590 ■ February 1, 2012 - February 29, 2012 ■ Page 5 of 6

Transaction history (continued)

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/27	* Online Transfer to Steiner S Checking xxxxxx9540 Ref #lbemrwbg8Z on 02/25/12		100.00	4,189.64
2/29	Interest Payment	0.54		4,190.18
Ending balance on 2/29				**4,190.18**
Totals		**$21,600.54**	**$18,594.09**	

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

* *Indicates transactions that count toward Federal Reserve Board Regulation D limits. Please refer to your Account Agreement for complete details of the federally-mandated transaction limits for savings accounts.*

ACC000172
FILE #8302

Sheet Seq = 0122181
Sheet 00003 of 00003

[redacted]

General statement policies for Wells Fargo Bank

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

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

Account Balance Calculation Worksheet

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

ENTER

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

ADD

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

. . . . TOTAL $ ____________

CALCULATE THE SUBTOTAL
(Add Parts A and B)

. . . . TOTAL $ ____________

SUBTRACT

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

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

Number	Items Outstanding	Amount

Total amount $ ____________

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Wells Fargo Combined Statement of Accounts

Primary account number: [redacted]1590 ■ November 1, 2011 - November 30, 2011 ■ Page 1 of 5

[redacted]

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

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

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

Your Business and Wells Fargo

- Wells Fargo is ranked as the No. 3 largest corporate employer in Arizona by The Arizona Republic
- Wells Fargo employs 14,000 team members in Arizona

Account options

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

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

Summary of accounts

Checking and Savings

Account	*Page*	*Account number*	*Ending balance last statement*	*Ending balance this statement*
Advantage Business Package Checking	2	[redacted]1590	23,802.86	36,035.68
Business Market Rate Savings	3	[redacted]4100	4,593.48	4,393.97
	Total deposit accounts		$28,396.34	$40,429.65

ACC000377
FILE #8302

Sheet Seq = 0118543
Sheet 00001 of 00003

WELLS FARGO

Advantage Business Package Checking

Activity summary

Beginning balance on 11/1	$23,802.86
Deposits/Credits	50,016.00
Withdrawals/Debits	- 37,783.18
Ending balance on 11/30	**$36,035.68**
Average ledger balance this period	$28,484.53

Account number: [redacted]1590

OUT OF THE BLUE PROCESSORS LLC

Arizona account terms and conditions apply

For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - [redacted]4100

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/3		Recurring Transfer Ref #Opejtyldjr to Business Market Rate Savings xxxxx6764		100.00	
11/3		Withdrawal Made In A Branch/Store		10,000.00	13,702.86
11/4		Check Crd Purchase 11/02 Legend Trail Golf Club Scottsdale AZ 425907xxxxxx0696 308140001245042 ?McC=5992 90		75.18	13,627.68
11/14		Online Transfer Ref #fbeqn5D35N to Way2Save Checking xxxxxx9938 on 11/11/11		5,000.00	
11/14		Withdrawal Made In A Branch/Store		1,600.00	7,027.68
11/16		Monthly Service Fee Reversal	8.00		
11/16		Monthly Service Fee Reversal	8.00		7,043.68
11/18		Deposit Made In A Branch/Store	50,000.00		
11/18		Withdrawal Made In A Branch/Store		5,000.00	52,043.68
11/28		Transfer to DDA # 000001226346696		2,500.00	
11/28		Online Transfer Ref #fbe58Xrtzr to Business Checking xxxxxx1566 on 11/28/11		13,500.00	36,043.68
11/30		Monthly Service Fee		8.00	36,035.68
Ending balance on 11/30					**36,035.68**
Totals			**$50,016.00**	**$37,783.18**	

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

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Paid and Deposited Items	2	150	0	0.50	0.00
Total service charges					**$0.00**

[redacted]

IMPORTANT ACCOUNT INFORMATION

Information regarding fees for services you may use with your account

- Audit Confirmation - $40 per request
- Non-Customer Check Cashing - $7.50 each
- Account Research - $25 per hour ($25 minimum)
- Cashier's Checks - $10 each
- Document Copy Fee/Other Requests - $5 per item (Self-Serve Requests remain at no charge)
- Money Orders - $5 each
- International Item Deposited - $5 per item
- Stop Payment - $31 each

Wire Transfers:
- Incoming Domestic/Internal Transfer - $15 each
- Incoming International U.S./Foreign Currency - $16 each
- Outgoing Domestic/Internal Transfer - $30 each
- Repetitive Outgoing Domestic/Internal Transfer - $25 each
- Outgoing International U.S. Currency - $45 each
- Repetitive Outgoing International U.S. Currency - $40 each
- Outgoing International Foreign Currency - $35 each
- Repetitive Outgoing International Foreign Currency - $30 each
- Outgoing Book Transfer - $15 each
- Repetitive Outgoing Book Transfer - $10 each

For questions, contact your Business Banker or call the phone number at the top of your statement. Pricing may vary based on account relationship.

Business Market Rate Savings

Activity summary

Beginning balance on 11/1	$4,593.48
Deposits/Credits	100.49
Withdrawals/Debits	- 300.00
Ending balance on 11/30	**$4,393.97**
Average ledger balance this period	$4,516.61

Account number: [redacted]4100
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.49
Average collected balance	$4,516.61
Annual percentage yield earned	0.13%
Interest earned this statement period	$0.49
Interest paid this year	$44.91

ACC000379
FILE #8302

Sheet Seq = 0118544
Sheet 00002 of 00003

ACC005162
FILE #8302

[redacted]

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/3	Recurring Transfer Ref #Opa2Cq3Dmv From Business Checking xxxxxx1586	100.00		4,693.48
11/14	ATM Withdrawal - 11/11 Mach ID 2211J Pinnacle Peak-Scott Scottsdale AZ 0696 0008348		300.00	4,393.48
11/30	Interest Payment	0.49		4,393.97
Ending balance on 11/30				**4,393.97**
Totals		**$100.49**	**$300.00**	

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

[redacted]

General statement policies for Wells Fargo Bank

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

Account Balance Calculation Worksheet

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

ENTER

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

ADD

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

. . . . TOTAL $ ____________

CALCULATE THE SUBTOTAL
(Add Parts A and B)

. . . . TOTAL $ ____________

SUBTRACT

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

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

Number	Items Outstanding	Amount
	Total amount $	

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Sheet Seq = 0118646
Sheet 00003 of 00003

Wells Fargo Combined Statement of Accounts

Primary account number: [redacted]1590 ■ October 1, 2011 - October 31, 2011 ■ Page 1 of 4

[redacted]

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

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

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

Your Business and Wells Fargo

The Wells Fargo Business Insight Resource Center offers free access to business information and advice through videos, articles, podcasts and other resources. This site offers objective information from industry experts, best practices from real business owners, as well as numerous Wells Fargo solutions that can help you run your business. Visit the site at wellsfargobusinessinsights.com.

Account options

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

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

Summary of accounts

Checking and Savings

Account	*Page*	*Account number*	*Ending balance last statement*	*Ending balance this statement*
Advantage Business Package Checking	2	[redacted]1590	62,785.66	23,802.86
Business Market Rate Savings	3	[redacted]4100	7,542.78	4,593.48
	Total deposit accounts		$70,328.64	$28,396.34

ACC000382
FILE #8302

Sheet Seq = 0118649
Sheet 00001 of 00002

WELLS FARGO

Advantage Business Package Checking

Activity summary

Beginning balance on 10/1	$62,785.86
Deposits/Credits	0.00
Withdrawals/Debits	- 38,983.00
Ending balance on 10/31	**$23,802.86**
Average ledger balance this period	$49,276.98

Account number: [redacted]1590

OUT OF THE BLUE PROCESSORS LLC

Arizona account terms and conditions apply

For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings [redacted]4100

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/3		Check Crd Purchase 10/01 Skull Canyon Eco Expm 9514710999 CA 425907xxxxxx0696 275140002721092 ?MoC=7399 90		375.00	
10/3		Recurring Transfer Ref #Opefjwcbfq to Business Market Rate Savings xxxxxx6764		100.00	
10/3		Online Transfer Ref #Ibejtr32ZI to Way2Save Checking xxxxxx9936 on 10/03/11		4,000.00	58,310.86
10/5		Withdrawal Made In A Branch/Store		5,000.00	53,310.86
10/14		Withdrawal Made In A Branch/Store		6,000.00	47,310.86
10/28		Withdrawal Made In A Branch/Store		7,500.00	39,810.86
10/31		Online Transfer Ref #Ibexg5P5Fk to Business Checking xxxxxx1566 on 10/31/11		16,000.00	
10/31		Monthly Service Fee		8.00	23,802.86
Ending balance on 10/31					**23,802.86**
Totals			**$0.00**	**$38,983.00**	

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

Do you need to order business checks?
Here are 3 easy ways to order:
1) Login to wellsfargo.com/checks
2) Call Harland Clarke at 1-800-237-8982 (Monday-Friday 5am-9pm PST, Saturday 5am-4pm PST)
3) Contact your banker

✓ IMPORTANT ACCOUNT INFORMATION

- Wells Fargo Bank is consistently rated as "Outstanding" for the Community Reinvestment Act (CRA) by federal regulators, the highest rating a financial services institution can receive.

Primary account number: [redacted]1590 ■ October 1, 2011 - October 31, 2011 ■ Page 3 of 4

Business Market Rate Savings

Activity summary

Beginning balance on 10/1	$7,542.78
Deposits/Credits	100.70
Withdrawals/Debits	- 3,050.00
Ending balance on 10/31	**$4,593.48**
Average ledger balance this period	$5,463.74

Account number: [redacted]4100
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.70
Average collected balance	$5,463.74
Annual percentage yield earned	0.15%
Interest earned this statement period	$0.70
Interest paid this year	$44.42

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/3	Recurring Transfer Ref #Opexbsw|4 From Business Checking xxxxxx1566	100.00		
10/3	* Online Transfer Ref #lbejlr339Z to Business Checking xxxxxx1566 on 10/03/11		1,750.00	5,892.78
10/19	* Online Transfer Ref #lbe2Clnzj to Way2Save Checking xxxxxx9938 on 10/19/11		1,000.00	4,892.78
10/20	ATM Withdrawal - 10/20 Mach ID 2211J Pinnacle Peak-Scott Scottsdale AZ 0696 0005350		300.00	4,592.78
10/31	Interest Payment	0.70		4,593.48
Ending balance on 10/31				**4,593.48**
Totals		**$100.70**	**$3,050.00**	

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

* *Indicates transactions that count toward Federal Reserve Board Regulation D limits. Please refer to your Account Agreement for complete details of the federally-mandated transaction limits for savings accounts.*

ACC000384
FILE #8302

Sheet Seq = 0118650
Sheet 00002 of 00002

ACC005167
FILE #8302

General statement policies for Wells Fargo Bank

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

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

ENTER

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

ADD

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

.... TOTAL $ ________

CALCULATE THE SUBTOTAL
(Add Parts A and B)

.... TOTAL $ ________

SUBTRACT

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

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

Number	Items Outstanding	Amount

Total amount $

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Wells Fargo Combined Statement of Accounts

Primary account number: [redacted]1590 ■ September 1, 2011 - September 30, 2011 ■ Page 1 of 5

[redacted]

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

Available by phone 24 hours a day, 7 days a week:
1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

Your Business and Wells Fargo

Access Wells Fargo/Gallup's Small Business Index reports, press releases and podcasts at wellsfargobusinessinsights.com/small-business-index. The quarterly index reflects small business owner optimism, perceptions of current conditions (past 12 months) and future expectations (next 12 months) relating to financial situation, revenues, cash flow, capital spending, jobs and credit availability.

Account options

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

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

Summary of accounts

Checking and Savings

Account	*Page*	*Account number*	*Ending balance last statement*	*Ending balance this statement*
Advantage Business Package Checking	2	[redacted]1590	1,483.86	62,785.86
Business Market Rate Savings	3	[redacted]4100	32,090.21	7,542.78
	Total deposit accounts		$33,584.07	$70,328.64

ACC000386
FILE #8302

Sheet Seq = 0125158
Sheet 00001 of 00003

ACC005169
FILE #8302

Advantage Business Package Checking

Activity summary

Beginning balance on 9/1	$1,493.86
Deposits/Credits	71,621.92
Withdrawals/Debits	- 10,329.92
Ending balance on 9/30	**$62,785.86**
Average ledger balance this period	$18,523.86

Account number: [redacted]1590
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection
Your account is linked to the following for Overdraft Protection:
- Savings - [redacted]4100

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
9/6		Recurring Transfer Ref #Opemqlcyzr to Business Market Rate Savings xxxxxx6764		100.00	1,393.86
9/15		Cash Ewithdrawal IN Branch/Store - 20745 N Scottsdale Rd Scottsdale AZ 0696		600.00	793.86
9/23		Deposit Made In A Branch/Store	71,621.92		
9/23		Withdrawal Made In A Branch/Store		621.92	71,793.86
9/26		Withdrawal Made In A Branch/Store		9,000.00	62,793.86
9/30		Monthly Service Fee		8.00	62,785.86
Ending balance on 9/30					**62,785.86**
Totals			**$71,621.92**	**$10,329.92**	

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

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Paid and Deposited Items	1	150	0	0.50	0.00
Total service charges					**$0.00**

With Wells Fargo Business Online, you can get free*, timely account alerts to notify you when important transactions occur. Choose to be notified when a deposit or withdrawal posts, when balances fall below a certain level, and more. You can also customize how you'd like to be notified - by email, text message, or both. It's an easy way to stay on top of critical business information.

Setting up alerts is easy. Simply sign on to Wells Fargo Business Online at wellsfargo.com/biz. Select the "Messages & Alerts" tab, then select "Set Up/Modify Alerts".

*For alerts sent to your wireless device, service provider and applicable account activity fees may apply.

Primary account number: [redacted]1590 ■ September 1, 2011 - September 30, 2011 ■ Page 3 of 5

IMPORTANT ACCOUNT INFORMATION

- Wells Fargo Bank is consistently rated as "Outstanding" for the Community Reinvestment Act (CRA) by federal regulators, the highest rating a financial services institution can receive.

Business Market Rate Savings

Activity summary

Beginning balance on 9/1	$32,090.21
Deposits/Credits	4,102.57
Withdrawals/Debits	- 28,650.00
Ending balance on 9/30	**$7,542.78**
Average ledger balance this period	$20,968.54

Account number: [redacted]4100
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$2.57
Average collected balance	$20,835.21
Annual percentage yield earned	0.15%
Interest earned this statement period	$2.57
Interest paid this year	$43.72

Transaction history

Date	*Description*	*Deposits/ Credits*	*Withdrawals/ Debits*	*Ending daily balance*
9/6	Recurring Transfer Ref #Opec2Fxddx From Business Checking xxxxxx1566	100.00		32,190.21
9/12	* Online Transfer Ref #Ibe85Fzx66 to Way2Save Checking xxxxxx9938 on 09/12/11		5,000.00	27,190.21
9/13	* Online Transfer Ref #Ibeljr4Lvn to Business Checking xxxxxx1566 on 09/13/11		14,000.00	13,190.21
9/15	Deposit Made In A Branch/Store	4,000.00		17,190.21
9/20	Transfer to DDA # 000001228346696		1,650.00	15,540.21
9/22	Cash Ewithdrawal IN Branch/Store - 20745 N Scottsdale Rd Scottsdale AZ 0696		1,000.00	14,540.21
9/27	Withdrawal Made In A Branch/Store		6,000.00	8,540.21
9/29	Cash Ewithdrawal IN Branch/Store - 23405 N Scottsdale Rd Scottsdale AZ 0696		1,000.00	7,540.21
9/30	Interest Payment	2.57		7,542.78
Ending balance on 9/30				**7,542.78**
Totals		**$4,102.57**	**$28,650.00**	

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

* *Indicates transactions that count toward Federal Reserve Board Regulation D limits. Please refer to your Account Agreement for complete details of the federally-mandated transaction limits for savings accounts.*

ACC000388
FILE #8302

Sheet Seq = 0125159
Sheet 00002 of 00003

ACC005171
FILE #8302

[redacted]

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Deposited items	1	20	0	0.50	0.00
Total service charges					$0.00

IMPORTANT ACCOUNT INFORMATION

IMPORTANT NOTICE - The enclosed Wells Fargo-Wachovia update insert contains a story entitled "Financial solutions for college". The display in the story refers to the Wells Fargo Student Loan for Parents. To learn more about this and other student loan products, please visit wellsfargo.com/student today.

[redacted]

General statement policies for Wells Fargo Bank

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

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

Account Balance Calculation Worksheet

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

ENTER

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

ADD

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

. . . . TOTAL $ ________

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . TOTAL $ ________

SUBTRACT

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

CALCULATE THE ENDING BALANCE

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

Number	Items Outstanding	Amount

Total amount $ ________

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ACC000390
FILE #8302

Sheet Seq = 0125180
Sheet 00003 of 00003

ACC005173
FILE #8302

Wells Fargo Combined Statement of Accounts

Primary account number: [redacted]1590 ■ August 1, 2011 - August 31, 2011 ■ Page 1 of 5

[redacted]

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

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

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

Your Business and Wells Fargo

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Account options

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

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

Do you need to order business checks?
Here are 3 easy ways to order:
1) Login to wellsfargo.com/checks
2) Call Harland Clarke at 1-800-237-8982 (Monday-Friday 5am-9pm PST, Saturday 5am-4pm PST)
3) Contact your banker

ACC000391
FILE #8302

Sheet Seq = 0130713
Sheet 00001 of 00003

Summary of accounts

Checking and Savings

Account	Page	Account number	Ending balance last statement	Ending balance this statement
Advantage Business Package Checking	2	[redacted]1590	39,124.86	1,493.86
Business Market Rate Savings	3	[redacted]4100	1,862.51	32,090.21
	Total deposit accounts		**$40,987.37**	**$33,584.07**

Advantage Business Package Checking

Activity summary

Beginning balance on 8/1	$39,124.86
Deposits/Credits	6,500.00
Withdrawals/Debits	- 44,131.00
Ending balance on 8/31	**$1,493.86**
Average ledger balance this period	$11,668.08

Account number: [redacted]1590
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - [redacted]4100

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
8/1		Withdrawal Made In A Branch/Store		5,000.00	34,124.86
8/3		Recurring Transfer Ref #Opejtbmbhn to Business Market Rate Savings xxxxxx6764		100.00	
8/3		Online Transfer Ref #Ibe2C39Ck9 to Business Checking xxxxxx1566 on 08/03/11		12,500.00	21,524.86
8/5		Online Transfer Ref #Ibexfjyxcn to Way2Save Checking xxxxxx9838 on 08/04/11		5,000.00	
8/5		Withdrawal Made In A Branch/Store		3,000.00	13,524.86
8/16		Withdrawal Made In A Branch/Store		2,000.00	11,524.86
8/22		Online Transfer Ref #Ibetjlwk4B to Way2Save Checking Tuition		3,000.00	8,524.86
8/24		Online Transfer Ref #Ibefxf5Kxg to Business Checking xxxxxx1566 on 08/24/11		7,000.00	1,524.86
8/25		Deposit Made In A Branch/Store	6,500.00		
8/25		Wire Trans Svc Charge - Sequence: 110825055906 Srf# 0006872237159282 Trn#110825055906 Rfb#		20.00	
8/25		WT Fed#08656 Compass Bank /Ftr/Bnf=William B. Lunsford Srf# 0006872237159282 Trn#110825055906 Rfb#		6,500.00	1,504.86

Primary account number: [redacted]1590 ■ August 1, 2011 - August 31, 2011 ■ Page 3 of 5

[redacted]

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
8/31		Monthly Service Fee		8.00	
8/31		Cash Deposited Fee		3.00	1,493.86
Ending balance on 8/31					**1,493.86**
Totals			**$8,580.00**	**$44,131.00**	

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

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	6,500	5,000	1,500	0.002	3.00
Total service charges					**$3.00**

IMPORTANT ACCOUNT INFORMATION

When Change Comes
Wells Fargo Online can help you keep up with your everyday financial needs. Easily move money between your Wells Fargo accounts, or to and from your accounts at other banks. Monitor your Wells Fargo accounts with text and email account alerts. Manage budgeting, spending, and saving with user-friendly online tools. Go to wellsfargo.com (consumer accounts) or wellsfargo.com/biz (business accounts) to sign up or sign on today.

Business Market Rate Savings

Activity summary

Beginning balance on 8/1	$1,862.51
Deposits/Credits	62,237.70
Withdrawals/Debits	- 32,010.00
Ending balance on 8/31	**$32,090.21**
Average ledger balance this period	$30,345.14

Account number: [redacted]4100
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$3.87
Average collected balance	$30,345.14
Annual percentage yield earned	0.15%
Interest earned this statement period	$3.87
Interest paid this year	$41.15

ACC000393
FILE #8302

Sheet Seq = 0130714
Sheet 00002 of 00003

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
8/3	Recurring Transfer Ref #Opejtbm76T From Business Checking xxxxxx1566	100.00		1,962.51
8/12	WT Fed#02336 Union Bank, Nation /Org=The Entrust Group,Inc. Srf# 201108120002106 0 Tm#110812086019 Rfb# 17	61,358.83		
8/12	Wire Trans Svc Charge - Sequence: 110812086019 Srf# 201108120002106 0 Tm#110612086019 Rfb# 17		10.00	63,321.34
8/18	Transfer to Sav #[redacted] 7681		15,000.00	48,321.34
8/22	Withdrawal Made In A Branch/Store		4,000.00	44,321.34
8/23	Deposit	765.00		
8/23	Withdrawal Made In A Branch/Store		6,500.00	38,586.34
8/25	Withdrawal Made In A Branch/Store		6,500.00	32,086.34
8/31	Interest Payment	3.87		32,090.21
Ending balance on 8/31				**32,090.21**
Totals		**$62,237.70**	**$32,010.00**	

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

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Deposited items	1	20	0	0.50	0.00
Cash Deposited ($)	500	5,000	0	0.002	0.00
Total service charges					**$3.00**

General statement policies for Wells Fargo Bank

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

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

ENTER

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

ADD

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

.... TOTAL $ ____________

CALCULATE THE SUBTOTAL
(Add Parts A and B)

.... TOTAL $ ____________

SUBTRACT

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

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

Number	Items Outstanding	Amount
	Total amount $	

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ACC000395
FILE #8302

Sheet Seq = 0130715
Sheet 00003 of 00003

ACC005178
FILE #8302

Advantage Business Package Checking

Account number: [redacted]1590 ■ July 1, 2011 - July 31, 2011 ■ Page 1 of 3

[redacted]

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

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

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

Your Business and Wells Fargo

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Account options

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

✓ IMPORTANT ACCOUNT INFORMATION

Starting August 14, 2011, If you currently receive a separate monthly statement for this and other accounts, they may be combined if they have the same account owner(s) and same mailing address. The information you currently receive will not change - it will simply be consolidated into one easy-to-read statement to save you time when organizing your financial records. We hope you will enjoy this new convenience and "greener" approach. If you do not want your statements combined, please talk to your banker or call the number on your statement.

Activity summary

Beginning balance on 7/1	$53,232.86
Deposits/Credits	0.00
Withdrawals/Debits	- 14,108.00
Ending balance on 7/31	**$39,124.86**
Average ledger balance this period	$42,371.56

Account number: [redacted]1590
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply

For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278

For Wire Transfers use
Routing Number (RTN): 121000248

ACC000396
FILE #8302

Sheet Seq = 0115207
Sheet 00001 of 00002

ACC005179
FILE #8302

Account number: [redacted]1590 ■ July 1, 2011 - July 31, 2011 ■ Page 2 of 3

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - [redacted]4100

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
7/1		Withdrawal Made In A Branch/Store		10,000.00	43,232.86
7/5		Recurring Transfer Ref #Ope57Wvgx3 to Business Market Rate Savings xxxxxx6764		100.00	43,132.86
7/26		Withdrawal Made In A Branch/Store		4,000.00	39,132.86
7/29		Monthly Service Fee		8.00	39,124.86
Ending balance on 7/31					**39,124.86**
Totals			**$0.00**	**$14,108.00**	

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

Sign up for Online Banking and get free, 24/7 access to your Wells Fargo accounts.
With Online Banking, you can view detailed account information, manage your account profile and transfer funds at your fingertips. You can also choose to receive important notices and your account statements online - it's quicker and safer than receiving them in the mail and it's environmentally friendly. With this service, you can have time-sensitive information sent to your email - for example, you can receive an alert when a deposit is made, when your account balance falls below a pre-set balance in your account, or when overdraft protection was needed. Sign on and get started today by visiting wellsfargo.com.

[redacted]

General statement policies for Wells Fargo Bank

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

ENTER

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

ADD

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

.... TOTAL $ ____________

CALCULATE THE SUBTOTAL
(Add Parts A and B)

.... TOTAL $ ____________

SUBTRACT

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

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

Number	Items Outstanding	Amount

Total amount $ ____________

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ACC000398
FILE #8302

Sheet Seq = 0115208
Sheet 00002 of 00002

ACC005181
FILE #8302

Advantage Business Package Checking

Account number: [redacted]1590 ■ June 1, 2011 - June 30, 2011 ■ Page 1 of 4

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

Available by phone 24 hours a day, 7 days a week:
1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

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Write: Wells Fargo Bank, N.A. (038)
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Phoenix, AZ 85062-2908

Your Business and Wells Fargo

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Account options

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

IMPORTANT ACCOUNT INFORMATION

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Do you need to order business checks?
Here are 3 easy ways to order:
1) Login to wellsfargo.com/checks
2) Call Harland Clarke at 1-800-237-8982 (Monday-Friday 5am-9pm PST, Saturday 5am-4pm PST)
3) Contact your banker

ACC000399
FILE #8302

Sheet Seq = 0114072
Sheet 00001 of 00072

Account number: [redacted]1590 ■ June 1, 2011 - June 30, 2011 ■ Page 2 of 4

Activity summary

Beginning balance on 6/1	$13,412.78
Deposits/Credits	50,000.00
Withdrawals/Debits	- 10,179.92
Ending balance on 6/30	**$53,232.86**
Average ledger balance this period	$11,143.19

Account number: [redacted]1590
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - [redacted]4100

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
6/3		Recurring Transfer Ref #Opetj3Xhmq to Business Market Rate Savings xxxxxx6764		100.00	
6/3		Withdrawal Made In A Branch/Store		5,000.00	8,312.78
6/6		Online Transfer Ref #Ibexd5SMW6 to Complete Advantage(Rm) xxxxxx5701 on 06/04/11		5,000.00	3,312.78
6/27		Deposit Made In A Branch/Store	50,000.00		
6/27		POS Purchase - 06/25 Mach ID 000000 Target T1360 Ph Phoenix AZ 0696 00581177148908007 ?McC=5411		71.92	53,240.86
6/30		Monthly Service Fee		8.00	53,232.86
Ending balance on 6/30					**53,232.86**
Totals			**$50,000.00**	**$10,179.92**	

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

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Paid and Deposited Items	1	150	0	0.50	0.00
Total service charges					**$0.00**

Looking for ways to cut costs? Direct Pay, through Wells Fargo Business Online, lets you make secure electronic payments. Paying employees and contractors by direct deposit helps save on labor - it's easy for you and convenient for them. You can also use Direct Pay to pay vendors as fast as the next business day. Learn more at wellsfargo.com/biz/directpay.

IMPORTANT ACCOUNT INFORMATION

Save time with Online Bill Pay

Save time, avoid late fees, and save on postage costs. Be at ease knowing your payments get there fast-with over 90% of our top payees able to receive payments in 2 days or less. You can even make same day payments to Wells Fargo credit accounts, and to other select merchants. Pay your bills efficiently with Wells Fargo Bill Pay-backed by our Payment Guarantee. We guarantee your payments will be paid as scheduled, on time, every time. Go to wellsfargo.com or wellsfargo.com/biz to sign up or sign on today.

[redacted]

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

ENTER

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

ADD

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

$ ____________
$ ____________
$ ____________
+ $ ____________

. . . . TOTAL $ ____________

CALCULATE THE SUBTOTAL
(Add Parts A and B)

. . . . TOTAL $ ____________

SUBTRACT

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

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

Number	Items Outstanding	Amount
	Total amount $	

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Advantage Business Package Checking

Account number: [redacted]1590 ■ May 1, 2011 - May 31, 2011 ■ Page 1 of 3

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

Available by phone 24 hours a day, 7 days a week:
1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

Your Business and Wells Fargo

As our way of saying thank you to our business customers, Wells Fargo is extending our best money-saving offers on many of our business products and services during the months of May and June. Stop by any Wells Fargo banking location during May and June for details. Or visit us online at wellsfargo.com/appreciation.

Member FDIC. Equal Housing Lender.

Account options

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

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

☑ IMPORTANT ACCOUNT INFORMATION

Important Account Management Reminders:

No Overdraft fees will be charged if the Available Balance in your account is overdrawn by $5 or less after posting all transactions after the end of the Business Day. In addition, no more than four Overdraft and/or Returned Item fees will be charged on any Business Day.

We offer a variety of services to help you manage your money:
- Access to Online and Mobile Banking
- Sign up for Overdraft Protection and link an eligible Wells Fargo savings or credit account to your checking account

Read the latest updates about the integration efforts under way between Wells Fargo and Wachovia. Visit wellsfargo.com/wachovia/news.

ACC000403
FILE #8302

Sheet Seq = 0117093
Sheet 00001 of 00002

Account number: [redacted]1590 ■ May 1, 2011 - May 31, 2011 ■ Page 2 of 3

Activity summary

Beginning balance on 5/1	$44,563.78
Deposits/Credits	0.00
Withdrawals/Debits	- 31,151.00
Ending balance on 5/31	**$13,412.78**
Average ledger balance this period	$23,686.90

Account number: [redacted]1590
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings [redacted]4100

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
5/2		Withdrawal Made In A Branch/Store		5,000.00	39,563.78
5/3		Recurring Transfer Ref #Ope64Llw6T to Business Market Rate Savings xxxxxx6764		100.00	39,463.78
5/10		Online Transfer Ref #lbeqlw8Npv to Business Checking xxxxxx1566 on 05/09/11		15,000.00	
5/10		Online Transfer Ref #lbexdz8S9S to Complete Advantage(Rm) xxxxxx5701 on 05/10/11		4,000.00	20,463.78
5/11		Wire Trans Svc Charge - Sequence: 110511077622 Srf# 0000789131124904 Trn#110511077622 Rfb#		20.00	
5/11		WT Fed#01257 China Citic Bank /Ftr/Bnf=Li Xiaomeng Srf# 0000789131124904 Trn#110511077622 Rfb#		1,237.00	19,206.78
5/23		Withdrawal Made In A Branch/Store		5,500.00	13,706.78
5/26		POS Purchase - 05/26 Mach ID 000000 Shell Service S Scottsdale AZ 0696 00461146622303657 ?McC=5542		20.00	13,686.78
5/31		Check Crd Purchase 05/26 Brio Scottsdale Scottsdale AZ 425907xxxxxx0696 149140002068498 ?McC=5812 90		266.00	
5/31		Monthly Service Fee		8.00	13,412.78
Ending balance on 5/31					**13,412.78**
Totals			**$0.00**	**$31,151.00**	

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

Help our environment! Turn off paper statements and go online. If 20 percent of U.S. businesses & households switched to online statements & e-bills only, over 1.8 million trees would be saved each year. Switching to online-only statements is easy - it only takes a few seconds. Simply sign on at wellsfargo.com/turnoffpaper and choose the "Online Only" delivery option.

Use online tools at home or anywhere with Internet access. Monitor transactions with free alerts*. Transfer funds between accounts anytime. View account activity in one secure place. For even more convenience use our mobile banking site: wf.com*. Go to wellsfargo.com (consumer accounts) or wellsfargo.com/biz (business accounts) to sign up or sign on today.

*Wells Fargo Mobile Banking access is free to our customers; however, your mobile carrier's messaging and web access charges may apply.

Account number: [redacted]1580 ■ May 1, 2011 - May 31, 2011 ■ Page 3 of 3

[redacted]

General statement policies for Wells Fargo Bank

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

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

Account Balance Calculation Worksheet

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

ENTER

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

ADD

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

..... TOTAL $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

..... TOTAL $ _____

SUBTRACT

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

CALCULATE THE ENDING BALANCE

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

Number	Items Outstanding	Amount
	Total amount $	

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ACC000405
FILE #8302

Sheet Seq = 0117034
Sheet 00002 of 00002

Advantage Business Package Checking

Account number: [redacted]1590 ■ April 1, 2011 - April 30, 2011 ■ Page 1 of 4

[redacted]

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

Available by phone 24 hours a day, 7 days a week:
1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

Your Business and Wells Fargo

The Wells Fargo Business Insight Resource Center offers free access to business information and advice through videos, articles, podcasts and other resources. This site offers objective information from industry experts, best practices from real business owners, as well as numerous Wells Fargo solutions that can help you run your business. Visit the site at wellsfargobusinessinsights.com.

Account options

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

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

Activity summary

Beginning balance on 4/1	$44,821.68
Deposits/Credits	39,110.60
Withdrawals/Debits	- 39,368.50
Ending balance on 4/30	**$44,563.78**
Average ledger balance this period	$65,107.83

Account number: [redacted]1590
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - [redacted]4100

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
4/1		Deposit Made In A Branch/Store	38,000.00		82,821.68
4/4		Monthly Service Fee Reversal	8.00		
4/4		Monthly Service Fee Reversal	8.00		

ACC000406
FILE #8302

(38) Ins =4
Sheet Seq = 0050701
Sheet 00001 of 00002

WELLS FARGO

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
4/4		Check Crd Purchase 04/02 Perfumania #68 Las Vegas NV 425907xxxxxx8462 09414000328320 4 ?McC=5999 01		260.50	
4/4		Recurring Transfer Ref #Opafwjhdn5 to Business Market Rate Savings xxxxxx6764		100.00	82,477.18
4/5		Debit Card Provisional Credit 10403111192	1,094.60		
4/5		Withdrawal Made In A Branch/Store		5,000.00	78,571.78
4/8		Online Transfer Ref #Ibeqlpwg3T to Business Checking xxxxxx1566 on 04/08/11		10,000.00	
4/8		Withdrawal Made In A Branch/Store		5,000.00	63,571.78
4/11		Withdrawal Made In A Branch/Store		10,000.00	
4/11		Online Transfer Ref #Ibempnmn6D to Business Checking xxxxxx1566 on 04/10/11		6,000.00	
4/11		Online Transfer Ref #Ibefwkq3Q2 to Complete Advantage(Rm) xxxxxx5701 on 04/11/11		3,000.00	44,571.78
4/29		Monthly Service Fee		8.00	44,563.78
Ending balance on 4/30					**44,563.78**
Totals			**$39,110.60**	**$39,368.50**	

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

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Paid and Deposited Items	2	150	0	0.50	0.00
Total service charges					**$0.00**

With Wells Fargo Business Online, you can get free*, timely account alerts to notify you when important transactions occur. Choose to be notified when a deposit or withdrawal posts, when balances fall below a certain level, and more. You can also customize how you'd like to be notified - by email, text message, or both. It's an easy way to stay on top of critical business information.

Setting up alerts is easy. Simply sign on to Wells Fargo Business Online at wellsfargo.com/biz. Select the "Messages & Alerts" tab, then select "Set Up/Modify Alerts".

*Alerts sent to your wireless device may be subject to a fee by your wireless service.

Stay a step ahead. . . Introducing My Money Map

- Discover smart ways to manage your money online.
- Set savings and spending goals and monitor them over time.
- Get automatic updates to track your progress.

My Money Map builds on the success of My Spending Report, Budget Watch and My Savings Plan used by thousands of customers like you every day.

Online customers can start using My Money Map immediately-it's so easy, and there's no setup required. Colorful, easy-to-review charts create an instant snapshot of your finances. Use My Money Map to track deposits, categorize spending, and easily create a budget.

[redacted]

Online customers go to wellsfargo.com, sign on, then select the My Money Map tab to get started. Not an Online Banking customer? Visit wellsfargo.com, or wellsfargo.com/biz to sign up today.

IMPORTANT ACCOUNT INFORMATION

AMENDMENT TO FUNDS AVAILABILITY POLICY
Starting on or about May 9, 2011, and ending on June 22, 2011 (subject to the location of the deposit transaction):

We will increase the amount of funds made available to you if a hold is placed against your deposit. If a hold is placed, the first $200 of the deposit will be available to you on the first Business Day (second Business Day for certain Alaska deposits) after the day of your deposit. We will notify you if a hold is placed against your deposit and when the full amount of your deposit will become available.

[redacted]

General statement policies for Wells Fargo Bank

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

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

Account Balance Calculation Worksheet

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

ENTER

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

ADD

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

. . . . TOTAL $ ____________

CALCULATE THE SUBTOTAL
(Add Parts A and B)

. . . . TOTAL $ ____________

SUBTRACT

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

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

Number	Items Outstanding	Amount

Total amount $ ____________

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ACC000409
FILE #8302

ACC005192
FILE #8302

This message will clarify the way Wells Fargo posts transactions to your account and assesses Overdraft and Returned Item fees, as of May 16, 2011.

Wells Fargo posts transactions during our nightly processing each business day. Generally, we first post deposits or incoming transfers received before the deposit cut-off time that day. We then post your withdrawals (such as ATM, debit card or check transactions) that have been received for payment from your account. We pay some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks. If there are multiple transactions within a category, the order in which the transactions are posted will vary depending on the type of transaction.

For example, effective May 16, 2011, we will pay the most common types of transactions in the following order:

- ATM, debit card, Wells Fargo Online Bill Pay, account transfers, teller cashed checks and teller cash withdrawals - transactions will be sorted by the date the transaction was conducted. For a debit card transaction, if a merchant does not seek pre-authorization from the bank at the time of the transaction, we will use the date the transaction is received for payment from your account. For a Wells Fargo Online Bill Pay transaction, we will use the date that is the next business day following the "Send On" date. If there are multiple transactions on a date, those transactions will be sorted by time (where that information is available to our posting systems); the remaining transactions on that date will be sorted and paid from lowest to highest dollar amount.

- Checks and automatic payments (also known as ACH) - If there are multiple transactions, the transactions will be sorted and paid from highest to lowest dollar amount.

If you do not have sufficient available funds to cover a transaction, we will take one or more of the following actions: transfer available funds from any linked Overdraft Protection account(s); pay the transaction, creating an overdraft in your account; or return the transaction unpaid due to insufficient funds. Applicable Overdraft and Returned Item fees will post to your account the morning following our nightly processing.

In determining whether you have sufficient funds to cover a transaction, we will consider all transactions that have posted to your account, any holds that may be in place on deposits you have made, and pending transactions (such as pending debit card purchases or ATM withdrawals) that the bank has authorized but that have not yet posted to your account. Overdraft and/or Returned Item fees will ordinarily be assessed on posted transactions that exceed your available balance. (Overdraft fees will not apply to ATM and one-time debit card transactions that post against insufficient funds, unless you have enrolled in our Debit Card Overdraft Service).

If we receive multiple transactions within a category for payment and if we determine there are sufficient funds to pay one or more but not all of the transactions, then the number of transactions paid and the Overdraft and Returned Item fees assessed could be affected by the order that we choose to post those transactions. For example, if we post transactions in the order of highest to lowest dollar amount, this could result in more Overdraft and Returned Item fees than if we were to post the transactions in a different order.

Advantage Business Package Checking

Account number: [redacted]1590 ■ February 1, 2011 - February 28, 2011 ■ Page 1 of 3

[redacted]

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

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

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

Your Business and Wells Fargo

Announcing the new Business Insight Resource Center, offering free access to business information and advice through videos, articles, podcasts and other resources. This site offers objective information from industry experts, best practices from real business owners, as well as numerous Wells Fargo solutions that can help you run your business. Visit the site at wellsfargobusinessinsights.com.

Account options

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

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

Activity summary

Beginning balance on 2/1	$104,446.55
Deposits/Credits	0.00
Withdrawals/Debits	- 19,182.77
Ending balance on 2/28	**$85,263.78**
Average ledger balance this period	$93,299.57

Account number: [redacted]1590
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - [redacted]4100

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/7		Withdrawal Made In A Branch/Store		754.17	103,692.38
2/9		Online Transfer Ref #lbebz66Mgw to Business Checking xxxxxx1590 on 02/09/11		10,000.00	93,692.38

ACC000415
FILE #8302

(38)
Sheet Seq = 0048044
Sheet 00001 of 00002

Account number: [redacted]1590 ■ February 1, 2011 - February 28, 2011 ■ Page 2 of 3

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/17		Withdrawal Made In A Branch/Store		7,500.00	86,192.38
2/23		Withdrawal Made In A Branch/Store		920.60	85,271.78
2/28		Monthly Service Fee		8.00	85,263.78
Ending balance on 2/28					**85,263.78**
Totals			**$0.00**	**$19,182.77**	

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

Read the latest updates about the integration efforts under way between Wells Fargo and Wachovia. Visit wellsfargo.com/wachovia/news.

Help save trees! Switch to free Online Statements today!

Online Statements are convenient, secure and better for the environment than paper statements. If you bank online, get your statement online! It's easy to switch to Online Statements. Sign on at wellsfargo.com/turnoffpaper, select Online Only or check the box Switch All to Online Only Delivery and click Submit at the bottom of the page to begin saving paper and trees today.

[redacted]

General statement policies for Wells Fargo Bank

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

Account Balance Calculation Worksheet

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

ENTER

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

ADD

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

. . . . TOTAL $ ________

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . TOTAL $ ________

SUBTRACT

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

CALCULATE THE ENDING BALANCE

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

Number	Items Outstanding	Amount
	Total amount $	

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Sheet Seq = 0048045
Sheet 00002 of 00002

Advantage Business Package Checking

Account number: [redacted]1590 ■ January 1, 2011 - January 31, 2011 ■ Page 1 of 3

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

Available by phone 24 hours a day, 7 days a week:
1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

Your Business and Wells Fargo

Account options

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

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

Do you need to order business checks?
Here are 3 easy ways to order:
1) Login to wellsfargo.com/biz/checks
2) Call Harland Clarke at 1-800-237-8982 (Monday-Friday 5am-9pm PST, Saturday 5am-4pm PST)
3) Contact your banker

Activity summary

Beginning balance on 1/1	$146,484.00
Deposits/Credits	0.00
Withdrawals/Debits	- 42,037.45
Ending balance on 1/31	**$104,446.55**
Average ledger balance this period	$118,753.42

Account number: [redacted]1590
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection
Your account is linked to the following for Overdraft Protection:
■ Savings - [redacted]4100

ACC000418
FILE #8302

(38)
Sheet Seq = 0046695
Sheet 00001 of 00002

WELLS FARGO

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
1/3		Withdrawal Made In A Branch/Store		7,000.00	139,484.00
1/6		Withdrawal Made In A Branch/Store		2,000.00	137,484.00
1/7		Online Transfer Ref #lbe29Tqpp7 to Business Checking xxxxxx1566 on 01/06/11		15,000.00	
1/7		Online Transfer Ref #lbejs48Cps to Checking xxxxxx5701 on 01/06/11		5,000.00	117,484.00
1/10		Check Crd Purchase 01/08 Dollar Rent-A-Car McO0 Orlando FL 425907xxxxxx8462 009140001579844 ?McC=3390 90		29.45	117,454.55
1/21		Withdrawal Made In A Branch/Store		6,500.00	110,954.55
1/27		Online Transfer Ref #lbe56Yzwr2 to Complete Advantage(Rm) xxxxxx5701 on 01/27/11		6,500.00	104,454.55
1/31		Monthly Service Fee		8.00	104,446.55
Ending balance on 1/31					**104,446.55**
Totals			**$0.00**	**$42,037.45**	

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

IMPORTANT ACCOUNT INFORMATION

Effective April 4, 2011 the Overdraft Protection Transfer fee from a linked savings or checking account will be $12.50 per transfer. Please refer to your Business Account Fee and Information Schedule for additional information regarding the accounts that are eligible to provide Overdraft Protection for your checking account.

Account number: [redacted]1590 ■ January 1, 2011 - January 31, 2011 ■ Page 3 of 3

[redacted]

General statement policies for Wells Fargo Bank

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

ENTER

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

ADD

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

. . . . TOTAL $ ____________

CALCULATE THE SUBTOTAL
(Add Parts A and B)

. . . . TOTAL $ ____________

SUBTRACT

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

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

Number	Items Outstanding	Amount

Total amount $ ____________

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ACC000420
FILE #8302

Sheet Seq = 0046896
Sheet 00002 of 00002

ACC005199
FILE #8302

Advantage Business Package Checking

Account number: [redacted]1590 ■ December 1, 2010 - December 31, 2010 ■ Page 1 of 3

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

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

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

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

Activity summary

Beginning balance on 12/1	-$8.00
Deposits/Credits	215,000.00
Withdrawals/Debits	- 68,508.00
Ending balance on 12/31	**$146,484.00**
Average ledger balance this period	$161,379.09

Account number: [redacted]1590
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings [redacted]4100

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/1		Deposit Made In A Branch/Store	200,000.00		199,992.00
12/2		Withdrawal Made In A Branch/Store		8,500.00	191,492.00
12/6		Deposit Made In A Branch/Store	15,000.00		

ACC000421
FILE #8302

(38)
Sheet Seq = 0046993
Sheet 00001 of 00002

WELLS FARGO

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/6		Online Transfer Ref #lbemnz427L to Checking xxxxxx5701 on 12/06/10		5,000.00	201,492.00
12/7		Online Transfer Ref #lbebytlgcw to Business Checking xxxxxx1566 on 12/07/10		9,000.00	192,492.00
12/8		Withdrawal Made In A Branch/Store		25,000.00	167,492.00
12/13		Online Transfer Ref #lbemnzvyx4 to Checking xxxxxx5701 on 12/12/10		5,000.00	
12/13		Withdrawal Made In A Branch/Store		3,000.00	
12/13		Withdrawal Made In A Branch/Store		2,000.00	157,492.00
12/15		Online Transfer Ref #lbebyw2Lqp to Business Checking xxxxxx1566 on 12/15/10		11,000.00	146,492.00
12/31		Monthly Service Fee		8.00	146,484.00
Ending balance on 12/31					**146,484.00**
Totals			**$215,000.00**	**$68,508.00**	

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

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Paid and Deposited Items	2	150	0	0.50	0.00
Total service charges					**$0.00**

Need help ending the year on budget?

As the year winds down, manage your bills, spending and budgeting by using My Spending Report with Budget Watch, My Savings Plan (requires a Wells Fargo savings account), and other free online tools from Wells Fargo Online including Account Alerts, Online Statements, Mobile and Text Banking*. You can also download an App for your mobile device at wf.com.

Sign up or sign on today! Visit wellsfargo.com or wellsfargo.com/biz, or wf.com - optimized for your mobile device.

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[redacted]

General statement policies for Wells Fargo Bank

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

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

Account Balance Calculation Worksheet

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

ENTER

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

ADD

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

.... TOTAL $ ____________

CALCULATE THE SUBTOTAL

(Add Parts A and B)

.... TOTAL $ ____________

SUBTRACT

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

CALCULATE THE ENDING BALANCE

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

Number	Items Outstanding	Amount

Total amount $ ____________

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ACC000423
FILE #8302

Sheet Seq = 0046694
Sheet 00002 of 00002

ACC005202
FILE #8302

WTX0010 Fulltran Report
PAGE 708628
WORK OF 04/13/10 BANK OF AMERICA - CONFIDENTIAL
RUN 04/17/10 02:30

< < < AIX VERSION 3.0 > > >

SENDER PARTY NOT ON FILE
SENDER'S ID A/075000051

TRN REF #: 20100413-00189678

**** MESSAGE ENVELOPE **** (Bank : NCX)

SRC:FED CALLER: SND DATE: 10/04/13
EXT:

RPT# AMT:15,000.00 CUR:USD TRDR#
TEST: DUE: TYP:FTR/ FNDS:S CHG:DB:N CD:N COM:N CBL:N

---

*DBT A/[redacted]0051
DEBIT VAL: 10/04/13
M&I MARSHALL & ILSLEY
MILWAUKEE, WI

SNDR REF NUM:2010041300003973
ORDERING BNK:
M&I CHANDLER
1990 W CHANDLER BLVD
CHANDLER AZ
ORIG:/[redacted]7380
ROBERT ZISCHA LIV TRUST DTD 1-21-97
R Z BLUE TRUSTEE
[redacted]
[redacted] AZ [redacted]

CDT *D/AZX:[redacted]3470 ADV:LTR
CREDIT VAL: 10/04/13
MARK G STEINER
SHELLY R STEINER
[redacted]
[redacted] AZ [redacted]
BNF:/[redacted]3470 CHG: BK?N
MARK STEINER
[redacted]
[redacted] AZ [redacted]
ORIG TO BNF INFO:
INVESTMENT

**** MESSAGE TEXT ****

{1100} Message Disposition:
Format Version: 02 (New expanded format)
Test Production Code: P (Production)
Msg Duplication Code: (Original incoming msg)
Msg Status Indicator: N (Incoming msg)

{1110} Acceptance Timestamp:
Date: 04/13
Time: 13:44
Application Id: FT01

{1120} OMAD:
Output cycle date: 2010/04/13
Output Destination Id: B6B7HU4R
Output sequence number: 006129
Output date: 04/13
Output time: 13:44
Output application Id: FT01

{1510} Type/Subtype Code:
WTX0010 Fulltran Report
PAGE 708629
WORK OF 04/13/10 BANK OF AMERICA - CONFIDENTIAL
RUN 04/17/10 02:30

Type Code: 10 (Transfer of funds)
Subtype Code: 00 (Regular transfer)

{1520} IMAD:
Input Cycle date: 2010/04/13
Input Source id: G1QX261C
Input Sequence number: 000963

{2000} Amount: $15,000.00

EXHIBIT S-33 ADMITTED

EXHIBIT 48 Steiner 3-20-14

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Ca
VIEWPOINTE	20101019	78902686	10700543	[redacted]5402	000039	18,750.00	4730476459	

[redacted] Office AU # 11-24 1210(6)

CASHIER'S CHECK

0078902686

Credit Copy

Purchaser: MARK G STEINER
Purchaser Account: [redacted]5701
Operator I.D.: [redacted] [redacted]

October 19, 2010

PAY TO THE ORDER OF ***ROBERT ZISCHA LIVING TRUST ***
***RE: OUT OF THE BLUE PROCESSORS LLC ***

****Eighteen thousand seven hundred fifty dollars and no cents****

$18,750.00

PROCESS SAME DAY AS ISSUED

WELLS FARGO BANK, N.A.
20745 N SCOTTSDALE RD
SCOTTSDALE, AZ 85255
FOR INQUIRIES CALL (480) 394-3122

05 0000789 0460062
10/19/2010 10:41:23AM

VOID IF OVER US $ 18,750.00

NON-NEGOTIABLE

⑈0078902686⑈ ⑆518200392⑆[redacted]5402⑈

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EXHIBIT
S-34
ADMITTED

EXHIBIT
NRC 49
Steiner
3-20-14

09Sep13-1393

THIS ITEM IS PART OF A PHOTOCOPY REQUEST
GROUP ID G09Sep13-1393
Sequence number 004180531672 Posting date 09-DEC-10

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW FOR ADDITIONAL SECURITY FEATURES SEE BACK

0908531 Office AU# | 11-94 1210(8)

CASHIER'S CHECK 0653107134

Operator I.D.: ex061783 ex061783

PAY TO THE ORDER OF ***TRACY WOOTEN*** December 08, 2010
RE:OUT OF THE BLUE PROCESSORS, LLC

Twenty thousand dollars and no cents **$20,000.00**

WELLS FARGO BANK, N.A.
23405 N SCOTTSDALE RD
SCOTTSDALE, AZ 85255
FOR INQUIRIES CALL (480) 304-3122

VOID IF OVER US $ 20,000.00

AUTHORIZED SIGNATURE

Security Features Included | Details on Back

⑈0653107134⑈ ⑆121000248⑆[redacted]5402⑈

0043676368

Pay any bank JPMorgan Chase Bank 951350016753

CREDITED TO ACCOUNT OF
WITHIN NAMED PAYEE
FOR DEPOSIT ONLY
JPMorgan Chase Bank, N.A.

AcctNum: [redacted]5402 Amount: 000000002000000
Xerno: 0653107134 PostDate: 20101209 Sequence: 004180531672
BankNum: 0601 AppCode: 0090 Field4: 0000 ImageStat: 05
UDK: 0601101209004180531672 BOFD: 11190057 CapSRC: BY
TranCode: 000000 RouteTran: 12100024 DocType: S
EntryNum: 3606 ItemType: B

EXHIBIT
50
Steiner
3-20-14

EXHIBIT
S-35
ADMITTED

ACC003983
File # 8302

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.

2

3 BEFORE THE ARIZONA CORPORATION COMMISSION

4 SECURITIES DIVISION

5

In the Matter of OUT OF THE BLUE PROCESSORS, LLC, an Arizona limited liability company, d/b/a OUT of the Blue Processors II, LLC; and MARK Steiner (CRD #1834102) and SHELLY Steiner, husband and wife, Respondents.	FILE NO. 8302 RECORDED CALL

6 7 8 9 10 11 12

13

14 RECORDED PHONE CALL

15 MARK STEINER AND ANNALISA WEISS

16 January 19, 2012

17

18

19 ARIZONA REPORTING SERVICE, INC.
Court Reporting
20 Suite 502
2200 North Central Avenue
21 Phoenix, Arizona 85004-1481

22

23 Transcribed by:
24 Katherine A. McNally
CERTIFIED TRANSCRIBER
25 CET**D-323

EXHIBIT
S-36
ADMITTED

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 (Commencement of audio recorded phone call.)
3 MS. WEISS: This is Investigator Annalisa Weiss,
4 with the Arizona Corporation Commission, Securities
5 Division.
6 First, you see a phone call to Mark Steiner at
7 [redacted]. It is January 19th, 2012, at 0832
8 hours.
9 (Phone ringing.)
10 MR. STEINER: Hello, this is Mark.
11 MS. WEISS: Hi, Mark. This is Margo Mallamo.
12 How are you?
13 MR. STEINER: Hi. Good morning, Margo. How are
14 you?
15 MS. WEISS: Oh, I've had better days.
16 MR. STEINER: I was just sending you a text. It
17 sounds like the water has taken its toll in your area.
18 MS. WEISS: Yeah. It's awful. It's just wet
19 and nasty and freezing.
20 MR. STEINER: So you're in -- in Seattle, but
21 you're also from Phoenix?
22 MS. WEISS: Yeah. I'm -- it's a long story, but
23 I'm basically going through a divorce. And I've moved
24 down here, but I had to go back just for some court
25 stuff and to finish this up.

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 MR. STEINER: Oh.
3 MS. WEISS: So I'm trying to get that done and
4 get back down here. But --
5 MR. STEINER: Okay.
6 MS. WEISS: -- I got an email from the guy that
7 does my hair, I guess knows Rolf --
8 MR. STEINER: Yeah, okay.
9 MS. WEISS: -- Heartburg, or something like
10 that.
11 MR. STEINER: Right, uh-huh, uh-huh.
12 MS. WEISS: And so he forwarded me an email
13 and -- and I just am in the process of selling this
14 business, and my husband's cashing me out, and I kind of
15 want to put the money quickly --
16 MR. STEINER: Sure, sure.
17 MS. WEISS: -- somewhere. So that's kind of
18 where I'm at right now. And it seemed like a good
19 opportunity. And I've been kind of researching the oil
20 and stuff like that in Montana. I didn't know anything
21 about China. But I'd rather --
22 MR. STEINER: Okay.
23 MS. WEISS: -- it be not in the U.S. or not in
24 an account that --
25 MR. STEINER: Sure.

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 MS. WEISS: So I don't know.
3 MR. STEINER: -- that regi- -- that registers
4 here.
5 MS. WEISS: Yeah.
6 MR. STEINER: Okay. Well, we're -- we are a
7 unique situation in the people that we work with in
8 China. And I -- I sent you a little bit of an
9 overview --
10 MS. WEISS: Um-hmm.
11 MR. STEINER: -- to kind of help you understand
12 the Lundsford's relationship there. Long story short,
13 he's been working in China since the late 1980s and has
14 done business over there in a joint venture environment
15 for about ten years. Did the international business
16 over there, and they produced a product there, and it
17 sold around all over China, as well as in different
18 parts of the world, particularly the U.S. back.
19 And that couple of decades' worth of work over
20 there, he endeared himself to people who have moved up
21 in the ranks and are now very senior officials.
22 MS. WEISS: Um-hmm.
23 MR. STEINER: And they have basically, a few
24 years ago, came to him. He was doing a lot of
25 consulting with companies, U.S. companies going over

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 there looking for factories and relationships, and --
3 and a few years ago they approached him and said, Look,
4 we're -- we're in a situation where we're doing
5 international business in different places. We can work
6 together, and you can bring us projects that -- that fit
7 our model, and we can pay you and -- and you'll benefit,
8 you know, for your service here as kind of a
9 friendship-type thing.
10 The long and short of it is they have -- there's
11 three key personnel in China that we work with. One of
12 them is the individual who is in charge of the space
13 program, the stock market, the things like that.
14 Another is a gentleman --
15 MS. WEISS: In government, or is it --
16 MR. STEINER: Oh, yes.
17 MS. WEISS: -- private? Oh.
18 MR. STEINER: No. It's all -- it's all the
19 government. Every -- everything in China falls back to
20 the government at some point.
21 MS. WEISS: Uh-huh.
22 MR. STEINER: And what the government has done,
23 you know, they -- they've been communists for centuries.
24 In the last 30 or 40 years they have delved into
25 capitalism, mostly because of the labor expense being so

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 much cheaper there, and the U.S. obviously makes
3 requests and has things shipped from there.
4 Over the last, maybe, 20 years they have -- have
5 moved into a little more formidable capitalism. And
6 they've got extraordinary resources. Their economy is
7 very demanding because of the number of people, and they
8 are reaching out -- outside the U.S. to do business
9 transactions, joint ventures, whatever it may be, into
10 other economies.
11 One of the things that they focus on very
12 strongly is to identify companies that have -- it's
13 really the U.S. model from the '40s through the '70s,
14 but to -- to go to countries that have underdeveloped
15 nations, civil structure, things like that, but who have
16 good natural resources.
17 MS. WEISS: Um-hmm.
18 MR. STEINER: And then what they'll -- what
19 they'll do is they'll say, We have the technical
20 expertise to help you, and we have the financial
21 expertise to help you. We'll bring our money and our
22 technical expertise and do projects in your land,
23 whatever that may be.
24 And I'll give you the example of a project that
25 we have, that we're just about ready to -- to finish.

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 It's a project in Nigeria. I think you may have seen it
3 in the overview. It's a 1200-megawatt power plant.
4 MS. WEISS: Um-hmm.
5 MR. STEINER: Nigeria, because their population
6 is about 135, 140 million people, they need about 75,000
7 megawatts of power. They have about 3,000, so they're
8 grossly underserved.
9 MS. WEISS: Um-hmm. Is it very industrialized
10 there? I don't know anything about Nigeria.
11 MR. STEINER: Nigeria is a -- is an area where
12 they had no resources available because they have --
13 they're rich with resources, but they didn't manage them
14 very well. They got into coal and started mining coal.
15 And then as they were mining coal, they discovered oil.
16 Once they discovered oil, they all sat back on their
17 hands and said, We've got more oil, and we're making
18 more money now. And so that money is kind of held at
19 the elite level, and there's a lot of poverty outside a
20 couple of major cities, Lagos and Abuja, which is the
21 capital. Outside of that area and down south, where a
22 lot of the oil industry is, there's not a lot of -- it's
23 clearly Third World.
24 MS. WEISS: Um-hmm.
25 MR. STEINER: But because of their resources and

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 because international commerce is becoming so prevalent,
3 there's a lot of industrious people there. There's a
4 lot of people in the governments that are trying to move
5 out.
6 The president right now -- Goodluck Jonathan is
7 his name -- and believe it or not, that's his given
8 name. He is really trying to -- to curtail a lot of the
9 corruption that's held at the highest levels and push
10 opportunity to the people. So he has divested the
11 government of a lot of these projects, put them in the
12 private sector to -- you know, to initiate industry and
13 employment and self-respect and all -- all the good
14 things.
15 The Chinese are very good friends with him, and
16 so we have been in a position to put this project
17 together. It's about a -- a little over $2 billion.
18 MS. WEISS: Um-hmm.
19 MR. STEINER: And what -- to give you a little
20 bit of history, Nigeria, almost -- this is a little --
21 this is a little bit unfair, but it paints the picture,
22 the -- the powers that be would take the oil from the
23 oil parts of the country, you know, and then they sell
24 it around the world, and then they split the money with
25 all of the states in Nigeria. And all those governors

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 take the money back to their states, and they do
3 whatever they want with it, which mostly they kept, and
4 so there wasn't a lot of progress.
5 They would use that money and then borrow
6 against the World Bank and things like that for certain
7 things. But because of the corruption, historically,
8 that has been there, a lot of the things that the
9 government got behind never really materialized
10 officially. There were maybe 10 or 11 civil engineering
11 projects that -- water treatment, cement factories,
12 power plants, things that are infrastructurally related.
13 MS. WEISS: Um-hmm.
14 MR. STEINER: But because they were done with --
15 somebody comes in and says -- into the government, I'll
16 pay you this, and you help me get the project. And so
17 there's a lot of, you know, back-door deals and things
18 like that. So a lot of these projects were -- never
19 really came to fruition in the efficient manner that
20 they needed to, to progress the country.
21 And then everybody that had their cut of the
22 money kind of considered it their money, not the State's
23 money, and so they really just kind of used it to serve
24 themselves and not the people so much.
25 MS. WEISS: Um-hmm.

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 MR. STEINER: And it wasn't until recently that
3 they got a prime minister in there who went back
4 through -- not the prime minister, but the minister of
5 finance, I'm sorry, and she -- she comes from the World
6 Bank and recognizes the economics and the way things
7 need to be done. And so she has helped them establish a
8 fund and get rid of the debt that they've had. And now
9 they're a country that's poised, with the right
10 government structure, to have financial resources
11 available and natural resources available to partner
12 with people that can bring in expertise.
13 MS. WEISS: Um-hmm.
14 MR. STEINER: And this is where we've been on
15 this power project. They -- and the long and short of
16 it is, they have -- China has come in, met with the
17 private sector industry, Zuma -- ETA Zuma Energy, that
18 company there is licensed and poised from coal mining
19 through transmission facility, through water right
20 access, through license to generate power. And the
21 Chinese have contracts with him to build this power
22 project. The Chinese have drawn up the plans. It's two
23 600-megawatt power projects, kind of combined for a
24 1200-megawatt power project. That will increase their
25 bases and about 5 -- 5 percent of what they need, but

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 it's the largest power project -- sustainable power
3 project being done over there right now.
4 MS. WEISS: So it's being built right now?
5 MR. STEINER: It's being designed, and they are
6 finalizing the details of the technical report and the
7 financial structure of that.
8 Once that takes place, then we will receive our
9 funding off of that. So you were asking, you know, is
10 this going to happen within this year's time? I'm
11 looking for a short time return, that kind of thing.
12 The minimum -- the minimum payout on that, from an
13 investment standpoint, will be in excess of 100 percent.
14 The maximum will be 3-, 400 percent.
15 MS. WEISS: Wow.
16 MR. STEINER: On that -- on that particular
17 project. But what we have in our structure is not
18 project sensitive. What our structure is, is all China
19 business done through the relationships we have in
20 China, feed into this fund. So this project will have
21 that multiple payment. We have three projects under
22 contract.
23 Well, let me back up. One project under
24 contract; three projects under letter of intent with
25 Uganda: an oil refinery of about $3 and a half billion

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 or $2 and a half billion, a hydro project that is scaled
3 to about $5 billion over the next five years; and an
4 iron oil project of about 400 million, which is under
5 contract.
6 The payout on those projects will be in those
7 same manners. The $400 million project will be about a
8 50 percent return; the 2 and a half billion will be
9 about a 300 percent return; and the hydro, over the
10 period, will -- will pay out as well.
11 So people who are invested in this group are not
12 limited to the success of any particular project. This
13 is a perpetual ongoing entity that will pay out over and
14 over and over.
15 MS. WEISS: So you're not putting all your eggs
16 in one basket?
17 MR. STEINER: Absolutely not.
18 MS. WEISS: They're kind of spread out.
19 MR. STEINER: Right.
20 MS. WEISS: What would happen if there's, like,
21 civil unrests or arrests, or something crazy like that,
22 and they're -- they're not able -- you know, they burn
23 the factory down or something?
24 MR. STEINER: Well, there's three ways that we
25 will benefit financially. One of them -- for example,

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 on this power project, we will -- we only benefit from
3 the funding of that project. So if the project gets
4 funded and never materializes and ekes out a kilowatt of
5 power, economically to us it doesn't matter. It
6 certainly does to the people. But to this investment it
7 doesn't matter.
8 Now, so that is -- that is paid on funding.
9 There also is a relationship that we have with a company
10 over there that has been there since 1982, and they do
11 procurement. There are some -- there are some
12 situations through the laws of the land and the demands
13 of the Chinese money and things like that. The Chinese
14 have their objectives for doing this, and of course, the
15 Nigerians have their objective for doing this. And
16 they're separate objectives, but they marry very nicely,
17 so there aren't hands in each other's pockets, which
18 makes it kind of nice.
19 But the Chinese demand that if we're going to
20 give our money to build your project, we need your
21 government to guarantee the money, and --
22 MS. WEISS: And how do you do that?
23 MR. STEINER: It's a sovereign guarantee between
24 the nations, is one option. A second option is a power
25 purchase agreement that is collateralized, and that's

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 the government. So this power project is going to
3 generate a certain amount of power. The government of
4 Nigeria is contracted to buy that power at a particular
5 rate. So if the cost is a dollar and the purchase from
6 the government is $2, then you see the profitability in
7 that company.
8 MS. WEISS: So it sounds kind of guaranteed that
9 way?
10 MR. STEINER: I'm sorry.
11 MS. WEISS: It sounds kind of guaranteed that
12 way.
13 MR. STEINER: Absolutely it is, it has to be.
14 And so the Chinese are ensured that if there is civil
15 unrest, then they will draw on that sovereign guarantee,
16 which will be paid out in a number of ways. It will
17 come from an oil block. It'll come from holding the --
18 the Chinese -- the Nigerian embassy hostage in China.
19 They have access to the -- some of the natural resources
20 that are pegged there. So the -- there is a guarantee,
21 and that's what makes it work.
22 What you have in Nigeria is somebody that --
23 people with a lot of money, but they're not --
24 MS. WEISS: (Indiscernible.)
25 MR. STEINER: Tons -- they have tons of money,

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2 and -- and not --
3 MS. WEISS: And why -- why do they need the
4 Chinese then?
5 MR. STEINER: They -- they don't utilize the
6 money very well. It's all -- it's kind of weird. In --
7 in a business model, you run a business, so you have
8 your revenues that come into your company. So if you
9 have 100 percent of the money that comes in the company,
10 if you as a business owner said, That is my take-home
11 money, and now I don't have any money to run the
12 business --
13 MS. WEISS: Um-hmm.
14 MR. STEINER: -- then you're in trouble. And
15 what -- and that's how Nigeria has worked for decades,
16 is that the oil money comes in and they split it all
17 amongst themselves, and then they don't have it to build
18 the company -- or the country.
19 MS. WEISS: Oh.
20 MR. STEINER: And so over the last couple of
21 presidencies, and most recently in the last, maybe, six
22 or seven years, they've really gone through this process
23 of cleaning up, eradicating a lot of the corruption
24 that's there. They brought in this minister of finance,
25 who is the person in charge of the money, and she has

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2 eliminated their debt and their bills with other
3 countries, and set up a $2 billion fund, and now they
4 have their oil resources contributing to that.
5 But because they don't -- because they have
6 mismanaged that for so long and the corrupt nature of
7 things, people who want to do legitimate business there,
8 U.S. companies will go in and say, you know, we'll help
9 you build a power plant or a -- or a water purification
10 treatment or a dam or whatever it may be, but there's no
11 way for those countries -- or those companies in the
12 U.S. to go over there and ensure that the product that
13 they produce will be distributed fairly, that the
14 revenues can be captured and brought back. And so it's
15 really limited their ability to do business.
16 Where the Chinese government has a different
17 benefit is that they can go in and get a guarantee on
18 the money through an oil block from a government
19 standpoint. They're -- Nigeria will say this parcel of
20 oil we dedicate to you in this project. And so if the
21 government chose not to pay, then they can go and
22 reclaim this -- this oil block.
23 So it -- it's like you and me, we buy a house,
24 and we collateralize with the house. If we fail to pay,
25 the bank takes our house. Over there, they're just

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2 dealing with natural resources at the government level,
3 where there's a little more strength. But --
4 MS. WEISS: So it's -- so is someone going to
5 be -- like you said, they're not very good money
6 managers. Is there going to be someone from China doing
7 that then? Or how -- how do we know that they're going
8 to actually pay China with the money that's coming in?
9 MR. STEINER: Well, it's two things. That --
10 that and China has been doing business over there in
11 Nigeria for a long, long time. So those things are all
12 worked out. It's not -- not really an issue there. And
13 I'll answer that question in a second.
14 But I wanted you to understand that frankly,
15 from an investment standpoint, that's immaterial to us.
16 Because we don't own the project, we're not dependent on
17 that project's success for our success.
18 MS. WEISS: Um-hmm.
19 MR. STEINER: We're associated with that
20 guarantee.
21 MS. WEISS: I'm just thinking if something goes
22 wrong and then China does have to take their collateral,
23 it might be years before we get our money back.
24 MR. STEINER: Oh, no, no, no. We get our money
25 before the project's even turned the first kilowatt.

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2 We'll have our money back this year.
3 MS. WEISS: Oh, okay.
4 MR. STEINER: Multiple times. Because --
5 because it's not -- well, if I was a business broker to
6 you and you were getting funding for your business --
7 let's say you needed a million dollars, and I was -- and
8 you came to me and said, Can you help me find a million
9 dollars? If I found a million dollars for you, you
10 might pay me a percentage or commission off of that.
11 MS. WEISS: Um-hmm.
12 MR. STEINER: I've got my money. What you do
13 with the million dollars, whether your business succeeds
14 or not, is immaterial to me.
15 MS. WEISS: Gotcha. That makes sense.
16 MR. STEINER: So we're on that side, but we're
17 deeper than that. We have relationships with this
18 organization -- so let me back up a little bit.
19 The rules of engagement for the Chinese, say if
20 I'm going to give you $2 billion, I need a portion of
21 that money used to buy product out of China. So the
22 turbines that you're going to use for this power plant,
23 the shipping materials that you're going to use at the
24 jetty, the road construction equipment, the trucks, the
25 transport, those things you have to buy from China.

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2 MS. WEISS: Um-hmm.
3 MR. STEINER: And, of course, they're fine with
4 that, they've got to get it from somewhere. And China
5 is just saying you've got to buy it from us, which spurs
6 on the economy of China, which, of course, is one of the
7 primary motivations here.
8 The other portion of money that doesn't have to
9 be spent in China -- so Nigeria has rules that say you
10 have to spend a certain amount of money locally, so it
11 stimulates our own economy. And in that environment --
12 so Nigeria wants their economy strengthened as well.
13 And so the money that is spent in Nigeria for Nigeria
14 labor or Nigeria products, things like that, we have a
15 procurement company over there. It's the equivalent of
16 a Home Depot.
17 Over here, as a matter of fact, it actually was
18 the European Home Depot. The organizers and the family
19 that owned that company until 1987, they sold out in
20 London, but that company has been in Nigeria since 1982,
21 and facilitates and orchestrates procurement for all
22 sorts of building materials, things like that.
23 MS. WEISS: Um-hmm.
24 MR. STEINER: So we have a relationship with
25 that organization that, in the local procurement, we

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2 will get an awful lot of that business sold there, and
3 then we will have benefit off of that as well --
4 MS. WEISS: Um-hmm.
5 MR. STEINER: -- which will add to, you know,
6 the return. So for all intents and purposes, in a rough
7 estimate, if there's $2 billion of a project, we'll
8 receive a minimum of 1 percent, a tenth of 1 percent,
9 which is the multiples of the return on our investment.
10 We're talking about several million dollars to an
11 investment group.
12 MS. WEISS: Um-hmm.
13 MR. STEINER: Probably $4 million to a million
14 and a half investment group idea on that return. And
15 then out of the $1 billion that has to be spent in China
16 and a billion dollars has to be spent in Nigeria, a lot
17 of that will be labor and things, but if 300 million of
18 it is spent in product procurement, then we will receive
19 percentage points off of that too.
20 MS. WEISS: Okay. So what's the minimum you
21 guys are looking for?
22 MR. STEINER: We -- we don't have a minimum,
23 per se. We like to talk in a minimum of 25- to 50,000,
24 but we're really looking a little higher than that.
25 MS. WEISS: Okay. Because I'm thinking 200 to

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2 250.
3 MR. STEINER: That's in the realm of we've got
4 a -- we've got a handful of people that are a little bit
5 above that, a couple that are at that level and a couple
6 that are below that level. So that's right in -- right
7 in where we are.
8 MS. WEISS: Okay. That's (indiscernible) it's a
9 minimum of 100 percent. That would be amazing.
10 MR. STEINER: It -- it will be a minimum of a
11 hundred percent for the next 15 or 20 years.
12 MS. WEISS: Um-hmm.
13 MR. STEINER: The third part of the money that I
14 didn't share with you is the oil relationships that will
15 have ongoing payout on a monthly basis. So when we find
16 funding or provide funding on these projects, those are
17 kind of these one-time hits. There's -- the numbers are
18 so large that they give -- you know, if you're doing,
19 you know, billion dollar transactions, small percentages
20 are pretty substantial.
21 MS. WEISS: Um-hmm.
22 MR. STEINER: But when we're -- when we're doing
23 oil, oil is going to be a couple million barrels a
24 month, and then we're going to get our pennies off of
25 that. And that's a very small margin, but it's monthly.

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2 And that will be ongoing year after year after year. We
3 are in the process of securing an allocation with the
4 NNTC, which is the National Nigerian Petroleum
5 Corporation.
6 MS. WEISS: Um-hmm.
7 MR. STEINER: We've met with them. We have
8 relationships in their family. We have relationships at
9 the highest level in China for oil procurement. China
10 is a huge, huge country with, you know, a billion plus
11 people, but it is very small at the top of the
12 government. And it's those three relations that I
13 talked to you about, oversee the majority of the
14 companies and the business activity in --
15 internationally from China.
16 And so the person, whose name is Mr. Wong --
17 there's only a billion Mr. Wongs, but Mr. Wong is the
18 individual that funded -- Lunsford's joint venture
19 project in 1990. And they had a very good -- they had a
20 ten year run together --
21 MS. WEISS: Um-hmm.
22 MR. STEINER: -- and had -- and had great
23 success and are now very good friends. They vacation
24 together; they celebrate birthdays together.
25 Mr. Wong oversees a company called Norinco.

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2 Norinco is one of the largest Chinese companies in
3 China. It owns one of the major oil companies that is
4 chartered with international oil procurement. And so
5 we've met with them several times. They are ready to do
6 oil business with us. And so we are in the process of
7 putting the -- with the NNPC, the allocation aspect
8 together.
9 MS. WEISS: Uh-huh.
10 MR. STEINER: That will -- that will be towards
11 the end of this year. They allocate, towards the end of
12 the year, for the following year. And so we -- we might
13 see some oil purchase -- some single transaction oil
14 purchases this year, but from an ongoing -- from an
15 ongoing year-in/year-out situation, that will be
16 structured towards the end of this year.
17 MS. WEISS: So when will you have enough people
18 to go into this venture?
19 MR. STEINER: We're already in it. We are
20 already in it.
21 MS. WEISS: Oh.
22 MR. STEINER: This is frankly the benefit that
23 you will be the recipient of. We have investors that
24 have been in it -- this power project is about a
25 two-year project, from feasibility study to design to

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2 licensing to coal leasing, water right things, all the
3 kind of things that are associated with putting it in
4 place. We've been on it for two years. We're at the
5 very tail end of it. We're ready to have -- we'll be
6 funded the early part of this year. And so we do have
7 some investors that, you know, saw this as a long-term
8 play and who invested early.
9 MS. WEISS: Um-hmm.
10 MR. STEINER: You're going to be one that's got
11 the benefit of jumping in at the end and getting returns
12 relatively quickly.
13 MS. WEISS: Okay. So wow, two years, and it's
14 taken that long?
15 MR. STEINER: It's a -- they -- two years is
16 actually a pretty good pace.
17 MS. WEISS: Oh.
18 MR. STEINER: The reason -- the reason we've
19 been able to -- well, I'll give you an example. To get
20 a license to distribute power is normally a two-year
21 process from application.
22 MS. WEISS: Um-hmm.
23 MR. STEINER: We were able to get that in about
24 four months.
25 MS. WEISS: Um-hmm. For the relationships

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2 that --
3 MR. STEINER: It is.
4 MS. WEISS: -- you have? Oh, that's nice.
5 MR. STEINER: Um-hmm. Um-hmm. We have --
6 Goodluck Jonathan, the president, was the vice president
7 up until last October, when the president died. So he
8 became an interim, you know, as a vice president, taking
9 over that position. And then he was reelected to that
10 role in -- in May this year, or 2011. And he ran on a
11 platform of -- of generating power and electricity to
12 the population. So this is -- this is Chinese, this is
13 where the Chinese love to be, and this is where the
14 Nigerians want to be from a government level. It is
15 their number one priority.
16 MS. WEISS: Um-hmm.
17 MR. STEINER: We have another contract signed
18 for a 400-megawatt power plant. It's a -- it's a gas
19 power, a natural gas -- not -- the first one is 1200
20 megawatt. It comes from coal. We have a 400 megawatt
21 signed for natural gas.
22 MS. WEISS: I don't know what any of that means.
23 MR. STEINER: It -- it's a --
24 MS. WEISS: Is that, like, a lot or no?
25 MR. STEINER: Oh, well, it's a -- it's --

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2 it's -- yes, it's a good-sized power project.
3 MS. WEISS: Um-hmm.
4 MR. STEINER: Most -- most of the -- Chinese
5 wants to work in 300-megawatt units because there's an
6 efficiency gain there. Nigeria's infrastructure is not
7 such that it can take 300-megawatt turbines.
8 MS. WEISS: Um-hmm.
9 MR. STEINER: They can't transport them. So
10 we've had to scale down to 150 megawatts.
11 MS. WEISS: Um-hmm.
12 MR. STEINER: And it will do three of them,
13 which makes 450 megawatts of power.
14 MS. WEISS: Oh, okay.
15 MR. STEINER: But really, when you're generating
16 electricity, you can do it -- you've just got to have
17 something to stimulate the energy. It can either be
18 water, it can be solar, and it can come from gas, it can
19 come from coal. You've just got to have some heat
20 exchange. And Nigeria has five -- if you cut up --
21 carve up their country, like they have done, they have
22 places for solar, they have places for wind, they have
23 places for oil and natural gas. They have places for
24 coal. And so we have engaged with them in a
25 1200-megawatt coal power project, which is by far the

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2 largest project they have going over there.
3 MS. WEISS: Um-hmm.
4 MR. STEINER: We are engaging in a second one.
5 It'll be a 900-megawatt, down in another part of the
6 country, a different state. We have this 400-megawatt
7 power project. So because of the relationship, they --
8 China has a longstanding relationship working with
9 Nigeria, and our friend Mr. Lugiman (phonetic) and
10 Goodluck Jonathan are very good friends, and it's made
11 this project kind of a -- where -- where there -- there
12 are no guarantees and you know that, but in the absence
13 of guarantees, there's an awful lot of things that can
14 happen with who you know --
15 MS. WEISS: Um-hmm.
16 MR. STEINER: -- and what you know.
17 Our very first trip to Nigeria we took, we knew
18 who we had to meet, but we weren't sure how to identify
19 our transportation from the airport and to the city and,
20 you know, who we'd be riding with and concerns for
21 Americans over there and that -- kind of that whole
22 thing. We called our -- our friend, Mr. Lugiman, is a
23 senior government official and asked if he could help us
24 make arrangements. And he did, and we were met by two
25 ambassadors and the office of the president brought

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2 us -- brought us from the airport. And Goodluck
3 Jonathan actually called us while we were in the car and
4 spoke to us and apologized for not being able to be part
5 of our -- the -- you know, the -- the transport group,
6 but they're just friends that way.
7 So they do business straight up, and it can't
8 be -- you know, it can't be friends to friends, you
9 know, the president of Nigeria and the senior central
10 government official in China. It's got to -- it's got
11 to work through the proper documentation. But because
12 those people know each other, work together, and have
13 done billions of dollars of projects, it's just been
14 taking its course. So we've been able to get some
15 things done a little bit faster. But where you are in
16 the mix, is you're in some money in this year, money out
17 this year.
18 MS. WEISS: Yeah, just -- and even if it's at
19 the beginning of 2013, that's fine. I just would rather
20 do something in under a year, because I really don't
21 know what's going to happen here.
22 MR. STEINER: Okay.
23 MS. WEISS: And I may want to maybe invest more
24 if all goes well. It just kind of depends.
25 MR. STEINER: Sure. Well, you -- what you'll

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2 see is you'll see, I -- I do regular updates through
3 email with our investor group, what's going on, which
4 projects we're on, what the advance stages are, you
5 know, how we're advancing through those stages.
6 MS. WEISS: Um-hmm.
7 MR. STEINER: And so people are welcome to
8 travel with us if they want, under proper, you know,
9 timing and things like that. We've had a couple people
10 go with us to China, you know, so they can feel like
11 hand -- you know, I know what I'm doing here. It's
12 not -- I'm not too far removed from the process.
13 MS. WEISS: Right. That makes sense.
14 MR. STEINER: And we've only had -- we've had a
15 couple people inquire about it, but we've only had
16 one -- one person actually go with us. You know,
17 (indiscernible) --
18 MS. WEISS: You said there was no guarantee, but
19 you're pretty sure that it's solid or --
20 MR. STEINER: Oh, contracts are signed. The
21 money is set aside.
22 MS. WEISS: Um-hmm.
23 MR. STEINER: The banks have reviewed it, yeah.
24 But what I mean, you know, if everybody died tomorrow,
25 we wouldn't -- obviously we wouldn't be able to pay it

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2 back, but the -- I -- when I talk about guaranteed, the
3 money's guaranteed from China -- or from Nigeria to
4 China, and we have our -- a relationship with China.
5 What I mean, when there's no guarantees, we'll
6 start projects, we'll -- you know, we'll vet out
7 projects, we'll participate, and it's not always
8 guaranteed that they will all come to fruition. But
9 with respect to this investment, we have so many
10 projects. And the one that we're talking about right
11 here is all defunded. So we are -- we're in an ideal
12 position.
13 I -- I like to use -- I use probability and
14 possibility. What's the possibility and what's the
15 probability? Because it's possible that the -- the
16 world ends tomorrow, but the probability of that is
17 pretty slim.
18 MS. WEISS: Um-hmm.
19 MR. STEINER: And in this environment, there's a
20 possibility that something could happen, but the
21 probability is so minute, it's ridiculous.
22 MS. WEISS: Okay.
23 MR. STEINER: And what I -- what I tell
24 investors -- and I may be a little bit unique in this,
25 I'm not a venture fund manager. I don't raise capital

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2 as a -- an occupation. I don't, you know, put things in
3 a kind of stockbroker environment, you know, hope
4 you're -- you know, thanks for the investment and hope
5 all goes well.
6 MS. WEISS: Um-hmm.
7 MR. STEINER: I am in this in the exact same way
8 our investors are.
9 MS. WEISS: Um-hmm.
10 MR. STEINER: And so our benefit -- we share in
11 the same benefit. Your return comes off of gross
12 revenues. So there is no question -- I only took in a
13 hundred dollars, but by the time you pay for this, that,
14 and the other, there was no profitability or you worked
15 your books so there's no profitability.
16 There clearly -- and you know this in
17 business -- there is an effort to have a lot of revenue,
18 and there's an effort to minimize profits from taxation.
19 You use it to expand growth, and then you've got that
20 challenge of do I pay this out to investors? Do I keep
21 it in and expand? You know, there's multiple uses for
22 money.
23 MS. WEISS: Um-hmm.
24 MR. STEINER: And we structured this so that the
25 returns come off of the gross dollars. So there will

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2 never be a conflict as to investor interest versus
3 company interest, if that makes sense.
4 MS. WEISS: That does.
5 MR. STEINER: And so if it's off the gross,
6 there's -- there's no way to argue dollar in, the
7 investors get theirs, and that's where it starts. And
8 so we put it together in that regard.
9 My family -- I have family money in it. I'm in
10 it -- invested in it heavily myself. I've got close
11 relatives involved.
12 MS. WEISS: Um-hmm.
13 MR. STEINER: And we've expanded since there.
14 So this is a very personal situation with me.
15 MS. WEISS: Um-hmm.
16 MR. STEINER: And -- and I've done that
17 intentionally, so that investors can have the comfort
18 level that's -- you know, that they would do it -- it
19 would be done the way they would want it done. That's
20 really the idea behind it, so --
21 MS. WEISS: Um-hmm. Well, it sounds -- I've
22 been thinking about it, obviously, you know, for --
23 gosh, almost a week now. And the guy that does my hair
24 who referred me to Rolf said Rolf would not set anyone
25 astray. So obviously I would think he wouldn't put out

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2 something that's going to fail.
3 MR. STEINER: No. Rolf -- Rolf has been
4 involved in things and done -- he's been all over the
5 world. He's a traveled individual, as far as any
6 international business, and so he's very familiar with
7 this. As a matter of fact, our relationship with Uganda
8 stems from his relationship with the government there.
9 MS. WEISS: Um-hmm.
10 MR. STEINER: And so he's very involved. And
11 he's -- he's probably one of the most heavily invested
12 people in our organization.
13 MS. WEISS: Um-hmm.
14 MR. STEINER: So yeah, I would -- I would concur
15 with you on that.
16 MS. WEISS: Yeah. I don't know him, but I trust
17 my friend, so --
18 MR. STEINER: Well, when you're back in Phoenix,
19 we can get together, sit down, and you can meet
20 everybody.
21 MS. WEISS: Okay. So what's the next step now?
22 MR. STEINER: Well, you had -- have I answered
23 the questions that you were looking for?
24 MS. WEISS: Yeah. It settle -- it settles me a
25 little more than just, you know, a piece of paper

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2 that -- that you sent me that, for all I know, you could
3 have just cut and pasted from the Internet, you know
4 what I mean?
5 MR. STEINER: Yeah.
6 MS. WEISS: But you obviously have a lot more
7 knowledge, and you answered my questions, and it sounds
8 like you really know your stuff, so --
9 MR. STEINER: We have -- I'll tell you what we
10 have. We have an operating agreement. There's a
11 company called Out of the Blue Processors. That's the
12 investment portion of this deal.
13 MS. WEISS: Um-hmm.
14 MR. STEINER: We have an operating agreement.
15 It's about 13 pages, something like that, that explains
16 and goes through everybody's deal. It's an LLC, so your
17 investment would be a prorated share of that
18 organization.
19 MS. WEISS: So is it, like, stocks? Getting
20 stock in it?
21 MR. STEINER: You -- you -- well, you don't
22 get -- it's not stock, because it's not a publicly
23 traded company, but you are -- you have your percentage
24 ownership of that.
25 MS. WEISS: Oh, oh, okay.

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2 MR. STEINER: So --
3 MS. WEISS: And then that's when the money comes
4 in, then you distribute it how many people --
5 MR. STEINER: Right, um-hmm.
6 MS. WEISS: -- depending on the -- how much
7 money we invested, right?
8 MR. STEINER: Right.
9 MS. WEISS: Okay.
10 MR. STEINER: And there are no management fees
11 that come out of there. There are no expenses
12 associated with it. There are -- there are two places
13 for potential expanse against that. One would be
14 accounting and one would be legal -- not legal to what
15 the company's doing with its contracts and
16 international, you know, discussion, but if there was
17 a -- if you sued somebody else in the organization, then
18 that would be managed that way. And so those -- those
19 expenses have been zero.
20 MS. WEISS: Okay. And is there any liability,
21 like, if they -- like, if something went wrong, like
22 I -- I mean, I don't even know. Like, they were
23 drilling and they ruined --
24 MR. STEINER: Um-hmm.
25 MS. WEISS: -- the ground, and then they went

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2 back to sue the funders, which the --
3 MR. STEINER: Zero exposure.
4 MS. WEISS: Okay.
5 MR. STEINER: Zero. And -- and the reason for
6 that is this is an operating fund.
7 MS. WEISS: Um-hmm.
8 MR. STEINER: And so the -- the liabilities are
9 removed out of this investment group at -- at two
10 levels. And so again, with the -- with the interest of
11 getting maximum -- maximum return and zero exposure.
12 On an international level, you don't -- you
13 don't want to be subject to international tax, you don't
14 want to be subject to any of those laws that are
15 associated with that, so this has been separated from
16 that to all as well.
17 MS. WEISS: Okay.
18 MR. STEINER: We've been through all that with
19 accountants and attorneys and what you're going to do --
20 we can do some things along the way too.
21 MS. WEISS: Okay.
22 MR. STEINER: You're -- you're going to invest
23 personally. I asked you if you were going to do it in
24 an LLC or a personal environment? And you are going to
25 do it personally, which is fine.

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2 MS. WEISS: Um-hmm.
3 MR. STEINER: There may be a time where we can
4 sit down and talk where you might want to exchange that
5 for your own personal LLC.
6 MS. WEISS: Well, what benefit does that do?
7 MR. STEINER: It allows your money that will
8 come in here, so if you're -- if you're going to put
9 250,000 bucks in here and your return is a half a
10 million dollars, that's going to come to you personally,
11 which will have tax consequences, personally.
12 MS. WEISS: Um-hmm.
13 MR. STEINER: If you had it in an LLC, then that
14 would be $500,000 that would come to a business of
15 yours, that you could use as a business.
16 MS. WEISS: Like your --
17 MR. STEINER: You know, like (indiscernible)
18 bottom line or you could have some other things, and so
19 there's some tax benefits to that. And we can help you
20 set that up at the appropriate time, move your -- move
21 it personally from you to your business.
22 And -- and there's a number of -- a number of
23 investors that we have that want to do that once payout
24 begins. Once you get your money back and, you know,
25 you're at -- you're zero taxed until you get your money

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 back, and then going forward, and they want to put it
3 into an LLC that is suitable for you.
4 MS. WEISS: Okay. That actually sounds pretty
5 smart. And obviously, I don't have time to set up an
6 LLC really quick, but --
7 MR. STEINER: No need right now.
8 MS. WEISS: (Indiscernible) switch it over?
9 MR. STEINER: Um-hmm.
10 MS. WEISS: Okay.
11 MR. STEINER: Happy to do it.
12 MS. WEISS: Okay.
13 MR. STEINER: So what I'll do, I can send you
14 the operating agreement.
15 MS. WEISS: Okay.
16 MR. STEINER: Which I'll need you to sign, and I
17 will -- I'll sign and send back to you. So I -- I need
18 your formal name, how you want it received in there and
19 the way it'll be distributed back.
20 So is that Margo Mallamo?
21 MS. WEISS: Yeah.
22 MR. STEINER: Is that how you say it?
23 MS. WEISS: And --
24 MR. STEINER: M-A-L-A-M-O.
25 MS. WEISS: Mallamo.

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 MR. STEINER: Mallamo, okay, I'm sorry.
3 MS. WEISS: And then I -- my middle name is
4 Marie.
5 MR. STEINER: Marie, M-A-R-I-E?
6 MS. WEISS: Um-hmm.
7 MR. STEINER: Okay. So I'll prepare that
8 documentation for you. I will send it to you, just via
9 email, if that's okay. I'll --
10 MS. WEISS: Okay. And then do you want me to
11 wire or is a cashier's check better? I'd rather wire.
12 MR. STEINER: I'll send you wiring instructions,
13 and -- and then I'll have mine signed. And then if you
14 will sign a copy back, and then I'll have that in our
15 records. And then you'll have your page signed and then
16 my page signed for yours.
17 MS. WEISS: Okay.
18 MR. STEINER: And then we can combine those when
19 you're here and we meet, if you want to, or -- it's --
20 it's satisfactory in that capacity, but if you want it
21 all on the same page, then I can resign.
22 MS. WEISS: Okay. And then it should be --
23 because, you know, obviously it's pushed everything
24 back, because we couldn't get anything done yesterday
25 and then the power went out yesterday and then last

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 night -- it's on now, but it's just been a mess, so --
3 but I will hopefully finish everything up now.
4 MR. STEINER: Okay.
5 MS. WEISS: Again, I'm sorry, I can't take phone
6 calls. I don't want my husband to know yet.
7 MR. STEINER: I -- I -- I understand that.
8 MS. WEISS: (Indiscernible) see, but I don't
9 want him to see the phone bill and --
10 MR. STEINER: Sure.
11 MS. WEISS: -- he's asking why I'm getting these
12 phone calls, so --
13 MR. STEINER: Okay.
14 MS. WEISS: Texting is fine. I just need to be
15 able to get back to you, obviously, right away. But I
16 would assume if I don't have the money Friday, it would
17 be Monday.
18 MR. STEINER: Okay. Okay. I'll send this to
19 you today. And -- and then if you'll just let -- if
20 you'll let me know you got it, so I -- I'm -- at least
21 know that it was there. And then you can execute. And
22 I'll have the wiring instructions, so I'll look for that
23 either tomorrow or Monday.
24 MS. WEISS: Okay. And then how many people
25 are -- are with this, because it kind of depends on -- I

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 mean, if there's a million people, then I'm not going to
3 get that much --
4 MR. STEINER: No, no, no, no.
5 MS. WEISS: -- (indiscernible).
6 MR. STEINER: You know, you're -- you're going
7 to be -- it's a closed fund. So percentagewise you'll
8 never be diluted.
9 MS. WEISS: Okay.
10 MR. STEINER: You'll never -- you'll never --
11 there's a dilution limitation in there, so --
12 MS. WEISS: Okay.
13 MR. STEINER: That's another -- another thing
14 that -- all right. When we put this together, it was
15 like, okay, what do we want, and then what does the
16 other side normally do, and let's get rid of that. So
17 it's -- it is what we say it is. So there's not a
18 dilution on impact here at all.
19 MS. WEISS: Okay. That was one question I
20 forgot to ask.
21 MR. STEINER: Nope. You're good.
22 MS. WEISS: Okay. Well, it sounds great.
23 MR. STEINER: Yeah. I'll send this over to you,
24 and then if you've got questions, you can email me or
25 I'll look for texts and -- and we'll try to get this

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 wrapped up here in the next day or two.
3 MS. WEISS: All right. Sounds great.
4 MR. STEINER: Very good. Thanks for your time,
5 and I appreciate your call. And good luck up there with
6 your snow shoes.
7 MS. WEISS: Thank you. I appreciate all your
8 knowledge and everything this morning.
9 MR. STEINER: Thank you for your help. We
10 appreciate it.
11 MS. WEISS: Okay. Thank you.
12 MR. STEINER: Bye-bye.
13 MS. WEISS: Bye.
14 That'll conclude the UC conversation. The time
15 now is 0916 hours.
16 * * * * *
17 (Conclusion of electronically recorded
18 conversation.)
19
20
21
22
23
24
25

1 THIS TEXT WAS TRANSCRIBED FROM AN AUDIO RECORDING.
2 C E R T I F I C A T E
3
4 I, Katherine McNally, Certified
5 Transcriptionist, do hereby certify that the foregoing
6 pages 1 through 42 constitute a full, true, and accurate
7 transcript, from electronic recording, of the phone
8 conversation had in the foregoing matter, all done to
9 the best of my skill and ability.
10
11 SIGNED and dated this 2nd day of December
12 2013.
13
14
15
16 Katherine A. McNally
17 _____
18 KATHERINE A. McNALLY
Certified Electronic Transcriber
CET**D323
19
20
21
22
23
24
25

[redacted]

Margo Mallamo <m3mallamo@[redacted]

Investment email

6 messages

Margo Mallamo <m3mallamo@[redacted] **Tue, Jan 3, 2012 at 9:10 AM**
To: heartburginv@[redacted]

Hello Mr. Heartburg,

I was forwarded an email you sent out last week about an investment opportunity in China. Who do I need to contact to obtain more information? I have been reading about all of the oil and energy opportunities coming up lately and recently sold a business and am looking for a quick investment (under a year) that might fit. I am anxious to learn more.

Regards,
Margo Mallamo

Rolf Heartburg <heartburginv@[redacted] **Tue, Jan 3, 2012 at 7:36 PM**
To: Margo Mallamo <m3mallamo@[redacted]

Hello Ms. Mallamo,
The gentleman's name is Mark Steiner. He is a pretty incredible person. You should really enjoy the meeting. I have done some very in-depth due diligence and this is the real deal. You will be very happy with the information you get. You can call me first if you want some preliminary information, but going directly to Mark Steiner might get you there quicker. I have worked with investments for years with some of the biggest names about there, and I have come to this conclusion: The extremely wealthy do not invest in the average, day to day invents most people invest in, such as stocks and bonds, they get involved with small private placements that are legitimate and extremely profitable.
Mark Steiner's number is: [redacted]

[Quoted text hidden]

--
Rolf Heartburg
Heartburg Investment Counseling
[redacted] (office)
[redacted] (mobile)
www.heartburginvestment.com

EXHIBIT
S-37
ADMITTED

Margo Mallamo <m3mallamo@[redacted] **Wed, Jan 4, 2012 at 8:44 AM**
To: Rolf Heartburg <heartburginv@[redacted]

Thank you for the prompt return email, I will call Mr. Steiner directly.

Thank you for your time.
MM
[Quoted text hidden]

Rolf Heartburg <heartburginv@[redacted] **Thu, Jan 5, 2012 at 6:03 PM**
To: Margo Mallamo <m3mallamo@[redacted]

By coincidence, I happened to speak with Mark, and I let him know you would be giving him a call. Take care.
[Quoted text hidden]

Margo Mallamo <m3mallamo@[redacted] **Fri, Jan 6, 2012 at 12:08 PM**
To: Rolf Heartburg <heartburginv@[redacted]

ACC000322
FILE #8302

Do you happen to have his email? I am finishing up my divorce in Seattle, and will be in meetings for a few days. I need to move this money quickly so it doesn't end up in the court system, but don't have time to chat or meet with him until next week.
Thank you for your time,
MM
[Quoted text hidden]

Rolf Heartburg <heartburginv@[redacted] **Tue, Jan 10, 2012 at 1:42 AM**
To: Margo Mallamo <m3mallamo@[redacted]

Hi Ms. Mallamo! Sorry about the recent barrage of emails you have received from me. I have a favor to ask. You were forwarded a letter that I sent to some people I have know for years through friendships and work relationships alike. Well, that letter has generated additional interest. Can you please let me know, whenever you do chat with Mark, what your level of interest is? You were the first to respond to the letter, so I'd like you to have a crack at this. I would like it to go to these other people if you plan on doing less than available participation or if you change your mind. Please let me know at your earliest convenience.

On Tue, Jan 3, 2012 at 9:10 AM, Margo Mallamo <m3mallamo@[redacted] wrote:
[Quoted text hidden]

[Quoted text hidden]

ACC000323
FILE #8302

[redacted]

Margo Mallamo <m3mallamo@[redacted]

Investment

Margo Mallamo <m3mallamo@[redacted] **Mon, Jan 9, 2012 at 9:53 AM**
To: mark@secondopinionsolutions.net

Hello Sir,

I was forwarded an email a week or so ago, originally from Rolf Heartburg, about your investment in China. I am looking for a profitable investment with a quick turn around (less than a year) to quickly place the profits of business sale I am currently tied up with. I am in the Seattle area for about a week or two, but could meet you when I return to Arizona. There is a bit of a short time constraint on my ability to wire the money to an investment, and this seems to be perfect timing.

Do you have information you can send so I can read up on it? I'm very interested on all the gas and oil exploration currently going on, as I think it's a very lucrative future.

Thank you in advance for your time,
Margo Mallamo
m3mallamo@[redacted]

ACC000324
FILE #8302

[redacted]

by Google

Margo Mallamo <m3mallamo@[redacted]

Investment

mark@secondopinionsolutions.net <mark@secondopinionsolutions.net> **Mon, Jan 9, 2012 at 1:18 PM**

To: Margo Mallamo <m3mallamo@[redacted]

Good Afternoon Ms. Mallamo:

I appreciate your interest in our business relationship with China and would be happy to discuss the the opportunity with you.

In short, we are structured as an LLC, with investors owning their relative portion of that LLC. The LLC contractually receives 10% of the gross revenues generated on all business out of China, in perpetuity. Because of the magnitude of the projects, those returns are expected to exceed 50% - 100% annually. (I will explain the basis and perameters of return projections when we can talk directly). We have projects ready to close very soon, with many others in various stages of review and approval, generating returns within this calendar year. Our project pipeline estimate exceeds $15B - $20B of infrastructural, civil engineering and energy projects throughout Africa and Latin America, with many more in preparation for submission.

Attached is an Executive Summary of our business for your review.

I understand you are working on a limited time frame. Perhaps we can have a preliminary conversation via the telephone prior to your return to AZ to ensure we can meet your needs.

If you can provide me a little information, I would appreciate it:

Will you be investing personally or through a separate entity - LLC, etc?
What is the investment amount you are considering?
What is your window of execution?

The answers to these questions will help me work with you, should this opportunity meet your requirements.

I understand your free time is currently at a premium, with little time during the day. You are welcome to call me in the evening if that helps. My cell number is [redacted]

I look forward to hearing from you soon.

Best Regards,

Mark Steiner

[Quoted text hidden]

Lunsford Exec Summary - project dev v5.pdf
13006K

ACC000325
FILE #8302

[redacted]

Margo Mallamo <m3mallamo@[redacted]

Investment

mark@secondopinionsolutions.net <mark@secondopinionsolutions.net> **Mon, Jan 16, 2012 at 7:03 PM**

To: Margo Mallamo <m3mallamo@[redacted]

Margo:

I hope all is well with you during this busy time. I want to make sure you received my previous email about the China opportunity (with the attachments). Please confirm. Also, please let me know your anticipated return to Phoenix so we can plan a meeting. Thank you again for your consideration,

Best Regards,

Mark Steiner

> -------- Original Message --------
> Subject: Investment
> From: Margo Mallamo <m3mallamo@[redacted]
> Date: Mon, January 09, 2012 9:53 am
> To: mark@secondopinionsolutions.net
>
> Hello Sir,
>
> I was forwarded an email a week or so ago, originally from Rolf Heartburg, about your investment in China. I am looking for a profitable investment with a quick turn around (less than a year) to quickly place the profits of business sale I am currently tied up with. I am in the Seattle area for about a week or two, but could meet you when I return to Arizona. There is a bit of a short time constraint on my ability to wire the money to an investment, and this seems to be perfect timing.
>
> Do you have information you can send so I can read up on it? I'm very interested on all the gas and oil exploration currently going on, as I think it's a very lucrative future.
>
> Thank you in advance for your time,
> Margo Mallamo
> m3mallamo@gmail.com

ACC000326
FILE #8302

[redacted]

by Google

Margo Mallamo <m3mallamo@[redacted]

Investment

Margo Mallamo <m3mallamo@[redacted] **Tue, Jan 17, 2012 at 7:59 AM**
To: mark@secondopinionsolutions.net

Hello Mark, yes and thank you for the attachment. It was informative, but it did not say where my money would be specifically going or what the return on investment would be and how it would be paid. I was hoping for something more specific.

Anyway, the snow up here has slowed things down. We got a huge winter storm which will now push my trip back to Arizona. We never get snow, so it tends to slow or close things down. My meetings today are still a go, but I'm not sure about the traffic situation. It's only 6:45am and still snowing. I will try to call you later today or tomorrow. I should have my money by Wednesday and am hoping to place $200-$250k into my name only, not an LLC. I'm hoping to wire it so it will not show in my bank account, but rather wire it straight into an investment. Let me know if this would be feasible, I'm not sure if it will be large enough for your investment. I won't be taking calls during the day, but you can text me anytime. I don't check my email as much as I should :) there is a lot going on right now.

Thank you,

Margo
[redacted]

[Quoted text hidden]

ACC000327
FILE #8302

[redacted]

by Google

Margo Mallamo <m3mallamo@[redacted]

Investment

mark@secondopinionsolutions.net <mark@secondopinionsolutions.net> **Tue, Jan 17, 2012 at 4:26 PM**

To: Margo Mallamo <m3mallamo@[redacted]

Margo:

Thank you for your reply. I am sorry I did not supply the level of detail for this opportunity you were anticipating in my email. Since it was our first communication, I wasn't sure what to send beyond an introduction. If it is alright with you, I would like to discuss the parameters and scope of the project, including the information you are seeking, with you over the phone, then I can send you more detail.

Your timing (which appears to be immediate) and investment level are within the scope of opportunity. We can arrange for direct wire as well...so no worries on that front.

I look forward to a call from you (even if it is quick) as soon as you are able, so as to answer any immediate questions. We can go from there. I will let you know that this is an extraordinary opportunity due to the culmination of about 25 years of relationships and timing coming together.

I will wait for your call,

Regards,

Mark
[redacted]

PS I hope you can survive the storm. Phoenix is not familiar with the snow storms you're dealing with.

> -------- Original Message --------
> Subject: Re: Investment
> From: Margo Mallamo <m3mallamo@[redacted]
> [Quoted text hidden]

ACC000328
FILE #8302

[redacted]

by Google

Margo Mallamo <m3mallamo@[redacted]

SMS from Mark Steiner [redacted]

1 message

Mark Steiner (SMS) <[redacted]zFQtTwHVJ@txt.voice.google.com> Tue, Jan 17, 2012 at 4:24 PM
To: m3mallamo@[redacted]

Margo,
This Mark Steiner. I just sent you an email. I look forward to your call soon. Thanks

--
Sent using SMS-to-email. Reply to this email to text the sender back and save on SMS fees.
https://www.google.com/voice

ACC000329
FILE #8302

[redacted]

Margo Mallamo <m3mallamo@[redacted]

SMS from Mark Steiner [redacted]

1 message

Mark Steiner (SMS) **Wed, Jan 18, 2012 at 12:30 PM**
<[redacted]FQtTwHVJ@txt.voice.google.com>
To: m3mallamo@[redacted]

Do you have time to talk this afternoon?

--
Sent using SMS-to-email. Reply to this email to text the sender back and save on SMS fees.
https://www.google.com/voice

ACC000330
FILE #8302

[redacted]

by Google

Margo Mallamo <m3mallamo@[redacted]

New voicemail from Mark Steiner at 6:55 PM

1 message

Google Voice <voice-noreply@google.com> **Wed, Jan 18, 2012 at 6:56 PM**
To: m3mallamo@[redacted]

Voicemail from: **Mark Steiner** [redacted] at 6:55 PM Google voice

Hey Margot, this is Mark Steiner. I just to make your acquaintance, apologize for calling you. I know you're a busy up there in Seattle, but wanted to touch base with you. Just regarding your email, wanted if you might give me a call back. At [redacted] Look forward to hearing from you. Thank you.
Play message

ACC000331
FILE #8302

[redacted]

by Google

Margo Mallamo <m3mallamo@[redacted]

SMS from Mark Steiner [redacted]

4 messages

Mark Steiner (SMS) <[redacted]zFQtTwHVJ@txt.voice.google.com> **Thu, Jan 19, 2012 at 8:10 AM**
To: m3mallamo@[redacted]

Do you have time for a discussion sometime today?
-Mark Steiner

--
Sent using SMS-to-email. Reply to this email to text the sender back and save on SMS fees.
https://www.google.com/voice

Mark Steiner (SMS) <[redacted]zFQtTwHVJ@txt.voice.google.com> **Thu, Jan 19, 2012 at 10:53 AM**
To: m3mallamo@[redacted]

All has been forwarded to your email.

Mark Steiner (SMS) <[redacted]zFQtTwHVJ@txt.voice.google.com> **Thu, Jan 19, 2012 at 12:32 PM**
To: m3mallamo@[redacted]

Scanning then emailing would be better if you can do that. I can receive a fax also, but need to know when you would be faxing so I switch the phone line

---

Mark Steiner (SMS) <[redacted]zFQtTwHVJ@txt.voice.google.com> **Thu, Jan 19, 2012 at 12:32 PM**
To: m3mallamo@[redacted]

over. Whatever works for you.

ACC000332
FILE #8302

[redacted]

Margo Mallamo <m3mallamo@[redacted]

documentation and information

1 message

mark@secondopinionsolutions.net <mark@secondopinionsolutions.net> **Thu, Jan 19, 2012 at 10:51 AM**

To: Margo Mallamo <m3mallamo@[redacted]

Margo:

Thank you for your time on the phone this morning. I have attached the Operating Agreement for your records. It details your financial interest and is evidence, in conjunction with your wire receipt, of your participation. Also attached is the signature page with my signature.

Below are the wiring instructions. Please let me know once you have initiated the wire so I can track it...and formalize everything.

Please wire to:
Wells Fargo Bank, NA
San Francisco, CA
Beneficiary Name: Out of the Blue Processors, LLC
Routing Number: 121000248
Account Number: [redacted]4100

Thank you for your participation. Let me know if you have any questions.

Best Regards,

Mark Steiner
[redacted]

2 attachments

OP AGREEMENT-OBP II-011912.doc
83K

Sig page Mallamo.pdf
1412K

ACC000333
FILE #8302

Calendar Documents Photos Sites Search More m@malfamo@

Google voice

Voice

Archive Spam Delete Actions

Show: All Unread 1-7 of 7

CALL TEXT

Inbox
Starred
Voicemails
Texts
History
More

Contacts

Your number:
[redacted]

00:25

Call Text more

Transcript useful?

Mark Steiner [redacted] mobile
1/19/12 12:43 PM 3 days ago

Mark Steiner: Do you have time for a discussion sometime today? -Mark Steiner 8:10 AM
Me: Yes, sorry. The power went out up here due to all the snow, so I don't have computer access. It should be up hopefully sometime this am. What a mess! Give me a sec, and I'll call u... I'm just waking up :) 8:14 AM
Mark Steiner: All has been forwarded to your email. 10:53 AM
Me: Thank you for your prompt reply! I'll let you know when I have had time to review. How do you want it returned? Can I scan and email or fax? 11:01 AM
Mark Steiner: Scanning then emailing would be better if you can do that. I can receive a fax also, but need to know when you would be faxing so I switch the phone line 12:32 PM
Mark Steiner: over. Whatever works for you. 12:32 PM
Me: Ok, I will find a scanner and email it. Power is out again up here, but probably a FedEx office will have power and be open downtown somewhere, then I won't have to worry about making another phone call. Thank you Mark. 12:43 PM

Call Text more

Internet 110%

[redacted]

Margo Mallamo <m3mallamo@[redacted]

SMS from Mark Steiner [redacted]

1 message

Mark Steiner (SMS) <[redacted]zFQtTwHVJ@txt.voice.google.com> Sat, Jan 21, 2012 at 2:41 PM
To: m3mallamo@gmail.com

Any luck with a scanner location?

--
Sent using SMS-to-email. Reply to this email to text the sender back and save on SMS fees.
https://www.google.com/voice

ACC000335
FILE #8302

[redacted]

Margo Mallamo <m3mallamo@[redacted]

SMS from Mark Steiner [redacted]

4 messages

Mark Steiner (SMS) <[redacted]zFQtTwHVJ@txt.voice.google.com> **Tue, Jan 24, 2012 at 11:11 AM**
To: m3mallamo@[redacted]

Is there any interest in reconsidering, contingent on satisfactory review of information?

--
Sent using SMS-to-email. Reply to this email to text the sender back and save on SMS fees.
https://www.google.com/voice

Mark Steiner (SMS) <[redacted]zFQtTwHVJ@txt.voice.google.com> **Wed, Jan 25, 2012 at 8:54 PM**
To: m3mallamo@[redacted]

Compliments on closing a difficult chapter. I appreciate your willingness to re-consider based on a more accurate representation of facts. Enjoy your va

---

Mark Steiner (SMS) <[redacted]zFQtTwHVJ@txt.voice.google.com> **Wed, Jan 25, 2012 at 8:54 PM**
To: m3mallamo@[redacted]

cation. I look forward to meeting you when you return to AZ

Margo Mallamo <m3mallamo@[redacted] **Mon, Feb 6, 2012 at 2:54 PM**
To: aweiss@azcc.gov

Forwarded conversation

Subject: **SMS from Mark Steiner** [redacted]

From: **Mark Steiner (SMS)** <[redacted]zFQtTwHVJ@txt.voice.google.com>
Date: Tue, Jan 24, 2012 at 11:11 AM
To: m3mallamo@[redacted]

[Quoted text hidden]

From: **Mark Steiner (SMS)** <[redacted]zFQtTwHVJ@txt.voice.google.com>
Date: Wed, Jan 25, 2012 at 8:54 PM
To: m3mallamo@[redacted]

Compliments on closing a difficult chapter. I appreciate your willingness to re-consider based on a more accurate representation of facts. Enjoy your vacation. I look forward to meeting you when you return to AZ

ACC000336
FILE #8302

[redacted]

Margo Mallamo <m3mallamo@[redacted]

(no subject)

1 message

Rolf Heartburg <heartburginv@[redacted] **Wed, Jan 25, 2012 at 10:49 AM**
To: Steve Lin <slin@[redacted]
Bcc: m3mallamo@[redacted]

Hey, thanks for the vote of confidence. I know I sound like a broken record, but this whole thing has thrown me for a loop. Often times, and you said this is not the case with you, people are too shy to say anything, so I do not know where I stand with them. Even though charges were dismissed, it has damaged my reputation tremendously. Reputation is everything in finance, and if you do not have a good one, you're done. Anyway, I did have some money set aside for a rainy day to the tune of about $500K I put in to Out of the Blue, so I am looking forward to those distributions of 3 to 5 times that per year. The Internet can be good, but in this case it did a huge injustice to someone who did nothing wrong. I'm getting the fuck out of here when I get paid. Thinking about Madagascar. In the meantime, thanks for the work on your behalf. I think we will add some good projects to our mix with what you have put together. Great things will come of this.

--
Rolf Heartburg
Heartburg Investment Counseling
[redacted] (office)
[redacted] (mobile)
www.heartburginvestment.com

ACC000337
FILE #8302

[redacted]

by Google

Margo Mallamo <m3mallamo@[redacted]

(no subject)

3 messages

Rolf Heartburg <heartburginv@[redacted] **Wed, Jan 25, 2012 at 11:36 AM**
To: Steve Lin <slin@[redacted]
Bcc: m3mallamo@[redacted]

Check out rolf-heartburg-the-truth.com.

--
Rolf Heartburg
Heartburg Investment Counseling
[redacted] (office)
[redacted] (mobile)
www.heartburginvestment.com

Margo Mallamo <m3mallamo@[redacted] **Wed, Jan 25, 2012 at 8:48 PM**
To: Rolf Heartburg <heartburginv@[redacted]

I am having my attorney reivew. I am on Vacation and will be home next week. I'll let you know when I return.

Thank you for your dilligence,
MM

[Quoted text hidden]

Rolf Heartburg <heartburginv@[redacted] **Wed, Jan 25, 2012 at 9:28 PM**
To: Margo Mallamo <m3mallamo@[redacted]

Thank you so much for reconsidering. I am sure you can deduce from our responses how sincere we are about this endeavor. I temporarily look like an idiot, but that will be remedied with time. You could search for a decade and not find something like Out of the Blue. You will be very happy if you do it. I urge you to have your attorney talk to Mark. Again, thank you for not allowing my issues to influence your decision to work with Mark and Lundsford. Enjoy your vacation. I will stay out of your hair now.

[Quoted text hidden]

ACC000338
FILE #8302

[redacted]

by Google

Margo Mallamo <m3mallamo@[redacted]

(no subject)

1 message

Rolf Heartburg <heartburginv@[redacted] **Tue, Jan 31, 2012 at 8:18 PM**
To: Margo Mallamo <m3mallamo@[redacted]

Good evening Ms. Mallamo:
The following is a list of people who are either investors or people involved directly with some of our projects. I thought this might provide you with a little more confidence. Many of these people have known me for years and can attest to my good reputation. Some of them have also been clients of mine for years. I still feel responsible for souring your enthusiasm for Out of the Blue and Mark Steiner. I value how Mark Steiner perceives me and I would hate to cause any problems for him. I have a high stake in this whole thing, not only from an investment side, but from a project referral side as well. Feel free to contact these people to discuss their involvement with the projects or their experience with Mark Steiner, myself, or with their investment.

Rolle Hogan (friend of 22 years, London based, high up at British Gas, investor): [redacted]

Matt Revelli (friend of 22 years, owner of Upper Playground Clothing Company, investor, San Francisco): [redacted]

Sue Painter (friend, client of 10 years, investor, Arizona): [redacted]

Will Law (friend, client of 8 years, investor, Canada): [redacted]

Sylvia Anderson & Patricia Riddle (friends, clients, investors, Arizona): [redacted]

Steve Lin (friend of 24 years, Senior Vice President of Chesterfield Faring a New York based investment banking firm): [redacted]

Laurance Wisepart (Director of Landmarc International, London and Africa based, procurement): [redacted]

George Williams (President CEO of Williams Aviation Consultants, Inc.; airport and air traffic control development): [redacted]

--
Rolf Heartburg
Heartburg Investment Counseling
[redacted] (office)
[redacted] (mobile)
www.heartburginvestment.com

ACC000339
FILE #8302

[redacted]

by Google

Margo Mallamo <m3mallamo@[redacted]

(no subject)

1 message

Rolf Heartburg <heartburginv@[redacted] **Wed, Feb 1, 2012 at 9:33 PM**
To: Mark Steiner <mark@secondopinionsolutions.net>
Cc: Margo Mallamo <m3mallamo@[redacted]

I haven't heard anything from Margo. Let's move forward with Bob Kocks, Kimberly Lewis, Steve Lin, and the others who have expressed interest. I am really sorry for causing this setback. Thank you for lunch at the Talking Stick today, it was fun! Talk soon.

--
Rolf Heartburg
Heartburg Investment Counseling
[redacted] (office)
[redacted] (mobile)
www.heartburginvestment.com

ACC000340
FILE #8302

[redacted]

Margo Mallamo <m3mallamo@[redacted]

(no subject)

1 message

Rolf Heartburg <heartburginv@[redacted] **Thu, Feb 2, 2012 at 7:53 AM**
To: k.roselewis@[redacted]
Bcc: m3mallamo@[redacted]

Kimberly,
Glad you could meet with Mark yesterday! He's the best man for the job, and is truly a "deal maker". Also, you have nothing to worry about when it comes to us following your wishes to go through you when it comes to meeting with tribal leaders and so forth. I think we wouldn't really get too far if we tried to engage in any other way. In the same way, our counterparts wouldn't get too far going directly to our Chinese contacts. It is a relationship thing, right? I am very excited about all of this! I failed to mention something to you at lunch because we were so focused on the project aspect of things. I recommend you participate from the investment side as well. We have made this recommendation to many of our "project partners". We have a multitude of projects on the table that are in various stages of approval with the Chinese government and it would simply be remiss to not participate and be able to benefit from the years of hard work already put into this. We are on the cusp of several projects being funded, which means we get paid. The choice to continue raising investment dollars is simply to continue the pursuit of additional projects that are not yet "in the bag" like others. You should take this into serious consideration. At the end of the day, I am really just an investor in this whole thing. I, personally, do not have the connection with the Chinese leaders like Mark and Lundsford. Although I have been able to bring viable projects contacts to the table, I am not the one travelling to China, Africa, and Latin America brokering the deals. I did my due diligence, just as you should, and when I found out what was at hand, I placed $479,000.00 with Out of the Blue (the investor LLC created by Mark and Lundsford). Take this into consideration please.

--
Rolf Heartburg
Heartburg Investment Counseling
[redacted] (office)
[redacted] (mobile)
www.heartburginvestment.com

ACC000341
FILE #8302

[redacted]

Margo Mallamo <m3mallamo@[redacted]

Fwd: while you were sleeping...

1 message

Rolf Heartburg <heartburginv@[redacted] **Sat, Feb 4, 2012 at 1:14 PM**
To: Art Allsworth <a_allsworth@[redacted], Eric Cornwell <eric@[redacted] jp@[redacted]
Margo Mallamo <m3mallamo@[redacted], Carmen Margie <cmargie@[redacted] Chris Niemeyer
<cniemeyer@[redacted] Chris Niemeyer <cniemeyer@[redacted]

--------- Forwarded message ---------
From: **Rolf Heartburg** <heartburginv@[redacted]
Date: Sat, Feb 4, 2012 at 12:29 PM
Subject: Fwd: while you were sleeping...
To: Syls <syls8@[redacted] David Selaya <selaya40@[redacted], Jean Heartburg <jean.heartburg1@[redacted]
Jay Miller <jmiller@[redacted], Dan Valentine <dvalentine@[redacted] daynepfaff@[redacted] Daryl Ramseyer
<daramseyer@[redacted] Sue Painter <spainter2@[redacted], Steve Lin <slin@[redacted] Patricia
<priddle5@[redacted] Bobby Pinnamaneni <bobbycp72@[redacted] k.roselewis@[redacted], J Bear
<ithappens123@[redacted] Thomas Ingoglia <Tingoglia@[redacted], Brandy Lee <blee@[redacted], Kasey
Kocks <kaseykocks@[redacted] joe courtney <jcourt40@[redacted]

My good friend and investor with Out of the Blue, Matt revelli, is pretty good friends with Zuckerberg of Facebook. Matt can be see holding camera (hat on backwards). Aside from current infrastructure project funding in Africa and Latin America, the Chinese are interested in an investment partner for a Theme park concept on Hinan island, China (on the scale of a Disney Land/World or Universal Studios). Zuckerberg may be our partner on this. Anyway, thought you might be interested

--------- Forwarded message ---------
From: **Rolf Heartburg** <heartburginv@[redacted]
Date: Sat, Feb 4, 2012 at 12:15 PM
Subject: Fwd: while you were sleeping...
To: Mark Steiner <mark@secondopinionsolutions.net>

Thought you would be interested in this. Matt Revelli is holding the camera in the background next to Zuckerberg.

--------- Forwarded message ---------
From: **matt revelli** <mattrevelli@[redacted]
Date: Tue, Jan 24, 2012 at 12:26 AM
Subject: while you were sleeping...
To: "rollehogan@[redacted] <rollehogan@[redacted]
Cc: Rolf Heartburg <heartburginv@[redacted]

http://techcrunch.com/2012/01/23/mark-zuckerberg-spray-paints-graffiti-on-real-facebook-wall-video/

--
Rolf Heartburg
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ACC000342
FILE #8302

--
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(mobile)
www.heartburginvestment.com

--
Rolf Heartburg
Heartburg Investment Counseling
[redacted] (office)
(mobile)
www.heartburginvestment.com

ACC000343
FILE #8302

[redacted]

Margo Mallamo <m3mallamo@[redacted]

Fwd: Vantage Retirement Plans - Packet

1 message

Rolf Heartburg <heartburginv@[redacted] **Thu, Feb 9, 2012 at 2:02 PM**
To: bobbay1@[redacted]
Bcc: m3mallamo@[redacted]

Hello Bob! This is going to take a little longer than I thought. We will hold the spot for you, contingent upon you replying to this email stating you intend to invest $50K in Qualified money with Out of the Blue Processors, LLC. Also, please have Ron call Mark to secure his position of whatever amount he plans to invest, so we can at least complete this part. Remind Ron to let Mark know how he would like his participation amount to be titled (LLC, Trust, etc.). I have spoken with Entrust (now named Vantage Retirement Plans), and they have provided us with the necessary documentation to open a Self-directed IRA. These are the forms required to be completed and signed by you: 1. Application, 2. Indemnity Agreement, 3. Buy Direction Letter, 4. Transfer Form. In addition to these documents, they need a copy of your driver's license and a copy of the first page of the most recent Jackson National Statement showing it is an IRA and makes reference to the account number. This whole process of setting up a Self-Directed IRA will allow you to make a Private Placement investment with Out of the Blue Processors LLC. without incurring a tax liability with your IRA money. There are sections within these documents that you may not understand, so leave those to me. Complete sections pertaining to address, ss#, dob, signature requirements, etc. If you are able to get these done maybe this evening, I could drop by and pick them up at your home sometime tomorrow and deliver them to Vantage (assuming this is OK with you). Good talking to you. Pretty soon we can relax and have a beer! Thanks again for your confidence.

-------- Forwarded message --------
From: **Jarami Craig** <JCraig@[redacted]
Date: Thu, Feb 9, 2012 at 1:28 PM
Subject: Vantage Retirement Plans - Packet
To: "heartburginv@[redacted] <heartburginv@[redacted]

Hello Rolf,

Per our conversation a few moments ago, attached is the packet all in one for you. If you need anything further please don't hesitate to contact me. Thank you and have a great day!

Sincerely,

Jarami Craig

IRA Transaction Processor

Vantage Retirement Plans, LLC

[redacted]

[redacted] AZ [redacted]

ACC000344
FILE #8302

Toll Free ([redacted]

Phone [redacted]

Fax [redacted]

****You are cordially invited to Vantage's official launch celebration at our 3rd Annual Empowerment Experience. See the below link to learn more:***

VantageIRAS.com

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--
Rolf Heartburg
Heartburg Investment Counseling
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(mobile)
www.heartburginvestment.com

---

3 attachments

image001.jpg
27K

image002.jpg
4K

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Vantage Retirement Plans - Packet.pdf
1578K

ACC000346
FILE #8302

[redacted]

by Google

Margo Mallamo <m3mallamo@[redacted]

Fwd: Matt's Blog

1 message

Rolf Heartburg <heartburginv@[redacted] **Thu, Feb 9, 2012 at 5:08 PM**
To: Mark Steiner <mark@secondopinionsolutions.net>
Bcc: m3mallamo@[redacted]

Mark,
Wanted to show you that Matt Revelli, my friend and one of Out of the Blue Investors, negotiated a show for his friend David Choe (facebook artist) with Barbara Walters. He is a new celebrity. Upper Playground is Matt's clothing company as you well know. Pretty neat, huh?
--------- Forwarded message ---------
From: **rolle hogan** <rollehogan@[redacted]
Date: Thu, Feb 9, 2012 at 1:18 AM
Subject: Matt's Blog
To: Rolf Heartburg <heartburginv@[redacted]

http://www.thecitrusreport.com/2012/headlines/david-choe-x-barbara-walters-for-nightline/

--
Rolf Heartburg
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[redacted] (mobile)
www.heartburginvestment.com

ACC000347
FILE #8302

[redacted]

Margo Mallamo <m3mallamo@[redacted]

New missed call from Mark Steiner at 11:04 AM

1 message

Google Voice <voice-noreply@google.com> **Tue, Feb 14, 2012 at 11:04 AM**
To: m3mallamo@[redacted]

Missed call from: **Mark Steiner** [redacted] at 11:04 AM

Google voice

ACC000348
FILE #8302

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https://www.google.com/voice?pli=1#inbox

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99.9 KEZ | Google Voice - Inbox

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Google

m3mallamo@[redacted]

Voice

Archive | Spam | Delete | Actions

Show: All | Unread

1-10 of 11

CALL | TEXT

Inbox

Starred

Voicemails

Texts

History

More

Contacts

Your number:

[redacted]

Credit: $0.00

Send feedback

Mark Steiner [redacted] - mobile

1/23/12 3:39 PM 3 weeks ago

Mark Steiner: Hope all is well today. Let me know. Thx 10:29 AM

Me: My attorney looked over the operating agreement and found Heartburg had several arrests, one recently for fraud. I won't be investing. Thank you for your time. MM 11:22 AM

Mark Steiner: I'm sorry to hear. There is a mis-association in you research. I would be happy to clarify 11:39 AM

Mark Steiner: Margo: 2 reasons to contact me... 1) Is your atty local? (Phx) If so, he probably knows the atty who has handled the misrepresentation on the 'fraud' is 3:39 PM

Mark Steiner: sue. I can put you in touch with him. 2) Rolf is not involved in the project other than an independent investor (like you and all other investors-he s 3:39 PM

Mark Steiner: imply made a referral). His person or background has no bearing on the outcome, distribution, or control of revenue, etc. I hope you will seek clarity be 3:39 PM

Mark Steiner: fore you make your final investment decision. Thanks for your consideration. Mark Steiner 3:39 PM

Call Text more

Mark Steiner [redacted] - mobile

1/21/12 2:41 PM 3 weeks ago

Mark Steiner: Any luck with a scanner location? 2:41 PM

Call Text more

Internet | 110%

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Google

m3mallamo@[redacted]

Voice

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Show: All | Unread

1-10 of 11

CALL | TEXT

Inbox

Starred

Voicemails

Texts

History

More

Contacts

Your number:

[redacted]

Credit: $0.00

Send feedback

Mark Steiner [redacted] - mobile

1/25/12 8:56 PM 2 weeks ago

Mark Steiner: Is there any interest in reconsidering, contingent on satisfactory review of information? 11:11 AM

Me: Thanks Mark, my attny is reviewing. I am officially divorced and taking a small needed vacation and will be back in phx next week. we can discuss then. tkxs. 8:50 PM

Mark Steiner: Compliments on closing a difficult chapter. I appreciate your willingness to re-consider based on a more accurate representation of facts. Enjoy your va 8:54 PM

Mark Steiner: cation. I look forward to meeting you when you return to AZ 8:54 PM

Me: Thank you :) 8:56 PM

Call Text more

Mark Steiner [redacted] - mobile

1/23/12 3:39 PM 3 weeks ago

Mark Steiner: Hope all is well today. Let me know. Thx 10:29 AM

Me: My attorney looked over the operating agreement and found Heartburg had several arrests, one recently for fraud. I won't be investing. Thank you for your time. MM 11:22 AM

Mark Steiner: I'm sorry to hear. There is a mis-association in you research. I would be happy to clarify 11:39 AM

Mark Steiner: Margo: 2 reasons to contact me... 1) Is your atty local? (Phx) If so, he probably knows the atty who has handled the misrepresentation on the 'fraud' is 3:39 PM

Mark Steiner: sue. I can put you in touch with him. 2) Rolf is not involved in the project other than an independent investor (like you and all other investors-he s 3:39 PM

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1-10 of 11

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More

Contacts

Your number:

[redacted]

Credit: $0.00

Send feedback

Call Text more

Mark Steiner [redacted] - mobile

2/14/12 12:42 PM 23 hours ago

Mark Steiner: Margo, This is Mark Steiner. I hope your vacation was restful. I am assuming you are back in Arizona. I would like to meet with you regarding this China 10:34 AM

Mark Steiner: investment opportunity. We are currently preparing for travel to complete the signing of our first funding project. I would like to share the details wit 10:34 AM

Mark Steiner: h you. This information will help you clarify the opportunity, understand the people in the project, and help you make an informed decision. I look forw 10:34 AM

Mark Steiner: ard to your response. 10:34 AM

Me: I guess I want to know why Rolf was arrested for Fraud?? 11:53 AM

Mark Steiner: It's a legitimate question...with an explanation. Would you be willing to meet and discuss that and the opportunity for what they are collectively and in 12:04 PM

Mark Steiner: dividually? 12:04 PM

Mark Steiner: ...simple discussion, then you can decide. That's fair isn't it? (You may like the answer) 12:42 PM

Call Text more

Mark Steiner [redacted] - mobile

1/25/12 8:56 PM 2 weeks ago

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Get The Party Started - Pink | Google Voice - Texts

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m3mallamo@[redacted]

Voice

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1-6 of 6

CALL TEXT

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History
More

Contacts

Your number:
[redacted]

Credit: $0.00

Send feedback

Mark Steiner [redacted] - mobile
2/15/12 11:00 AM 66 minutes ago

Inbox

Mark Steiner: I can offer both sides of the 'fraud' concern. Allow me to share the details 10:14 AM
Me: That would be fine, my attorney is sick and out of his office, so I was waiting for him to return my call. I dont want to do anything without him :) 10:16 AM
Mark Steiner: Of course. I appreciate your open mindedness. Thx 10:18 AM
Me: Sorry, I thought I replied to you yesterday, im moving and trying to pack :) 10:19 AM
Mark Steiner: No problem. Good luck. Not always the most fun thing to do. If there is anything I can do to help, plz let me know 10:21 AM
Me: Thanks give me a few days and we can prob meet or if you want to email something i will forward to my attny so he can start review until im done. i want to get this money moving 10:23 AM
Mark Steiner: If it ok, I would prefer to talk directly to discuss the details. Because the information impacts the reputations of people (I know both parties), I don' 10:30 AM
Mark Steiner: t want to to inadvertently share info that could be misinterpreted without the opportunity to address it directly. Once we have had the discussion, I wil 10:30 AM
Mark Steiner: I be happy to put our common understanding in writing. Thanks for understanding. Perhaps we can meet at the beginning of the week. 10:30 AM
Me: ok thank u 10:32 AM
Me: ill let you know when im back, im in seattle packing 10:33 AM
Mark Steiner: I will wait to hear. 11:00 AM

Call Text more

start | Google Voice - Texts ... | 2012 01-20 Texts Bet... | Internet | 110% | 12:11 PM

[redacted]

byGoogle

Margo Mallamo <m3mallamo@[redacted]

(no subject)

1 message

Rolf Heartburg <heartburginv@[redacted] **Sun, Feb 12, 2012 at 12:54 PM**
To: Margo Mallamo <m3mallamo@[redacted]

I will not be sending you any more email messages in an attempt to show you what we are involved with is real and legitimate. I do understand your reservation, so I cannot blame anyone or anything, just circumstances. Lundsford was just in town, and I know the first project (coal energy conversion plant) will pay out in the very near future (VERY NEAR FUTURE). It is too bad you were held back. Best of luck and take care.

—
Rolf Heartburg
Heartburg Investment Counseling
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www.heartburginvestment.com

ACC000353
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Show: All Unread 1-1 of 1

CALL TEXT

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Voicemails

Texts

History

More

Contacts

Your number:

[redacted]

Credit: $0.00

Mark Steiner [redacted] - mobile

2/21/12 7:56 AM 24 hours ago

Mark Steiner: How's the moving coming along? I have included a link to an article discussing our project in Nigeria. We are currently preparing to travel to Nigeria w 7:56 AM

Mark Steiner: ith a Chinese delegation to sign off and finalize this project. Please see the link below.
http://www.champion.com.ng/displaycontent.asp?pid=15810 7:56 AM

Call Text more

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Voice

Actions

Show: All Unread

1-2 of 2

CALL TEXT

Inbox

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Voicemails

Texts

History

More

Contacts

Your number: [redacted]

Credit: $0.00

Send feedback

Mark Steiner [redacted] - mobile

2/23/12 11:06 AM 20 seconds ago

Mark Steiner: Have you determined a meeting location and time for this afternoon? 9:02 AM

Me: I should be doing the necesary paperwork for an LLC around 3:30-4:30 at the AZ corporation dept address says 1300 washington. Text me when you arrive and I will be able to go give you a cashiers ck also. my attny wanted a cashiers check not a wire. When are you going to China? 10:53 AM

Mark Steiner: I believe it will be the first part of March. We are working out the final travel arrangements to meet the Chinese in Nigeria to finalize and sign the EP 11:06 AM

Mark Steiner: C agreement for funding. We are also working on at least 2 other projects while we are there. I will fill you in on details when we meet. I will plan on 11:06 AM

Mark Steiner: meeting you about 4:30. I will call when I arrive. Thank you 11:06 AM

Call Text more

Me to Mark Steiner [redacted] - mobile

2/22/12 4:29 PM 18 hours ago

Me: Hi Mark, it's Margo can we meet tomorrow or Friday? 2:59 PM

Mark Steiner: I am available Thursday afternoon from 3 to 6 and am flexible on Friday. What works best for you? 4:05 PM

Me: I will be downtown PHX tom afternoon, can we meet there? 4:06 PM

Mark Steiner: That will be fine. Let me know the location address and time. I will see you then. 4:29 PM

Call Text more

Done | Internet | 110%

start | AZ. Securities Divisio... | Google Voice - Inbox ... | 11:15 AM

[redacted]

Margo Mallamo <m3mallamo@[redacted]

(no subject)

1 message

Rolf Heartburg <heartburginv@[redacted] **Sat, Feb 25, 2012 at 7:21 AM**
To: Margo Mallamo <m3mallamo@[redacted]

I am sending this message on my own accord. Noboby has influenced me to send this. Once this is all cleared up, you will feel very foolish. Everything I told you is real. It may look suspicious because of my recent, non-related experience, but I can assure you that it is all real. What happened to the American Dream? How can people be investigated on a hunch? I hope there is legal action he can take once everything is cleared up. You should have seen the disappointment in his face. I have never seen a man work so hard in my life and be so passionate about something. Thanks a lot!!!!!!! I will say it again: You are going to feel very, very foolish. Unbelievable.

--
Rolf Heartburg
Heartburg Investment Counseling
([redacted]office)
([redacted]mobile)
www.heartburginvestment.com

ACC000356
FILE #8302

This instrument was recorded at the request of: LUNSFORD CONSULTING, L.L.C. 4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206 This recording official is directed to return this instrument or a copy to the above person.	Space Reserved for Recording Information.

CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 001	
MEMBER: DEREK & SANDY HOWARD	MANAGER: Mark Steiner [redacted], AZ [redacted]
INVESTMENT / VOTING	PERCENTAGE OF MEMBERSHIP
$ 100,000	6.6667%
NON VOTING INTEREST	
TOTAL: $ 100,000 / $ 1,500,000	6.6667% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C. as amended from time to time.

EXHIBIT
S-38
ADMITTED

ARTICLES & OPERATING AGREEMENT

Member adopts and ratifies the Articles of Organization filed for this Limited Liability Company with the Corporation Commission of the State of Arizona, as amended from time to time. Member further adopts, ratifies, and agrees to be bound by the terms and conditions of the Operating Agreement of the Limited Liability Company, as amended from time to time, and Member's execution of this Certificate of Membership shall be an execution in counterpart of that Operating Agreement. Member hereby acknowledges receiving a copy of the Operating Agreement and all its attachments

SPECIAL CONDITIONS & RIGHTS OF MEMBERSHIP

The membership under this Certificate of Membership is subject to certain designations, preferences, qualifiations, limitations, restrictions, special rights, and/or relative rights, which shall control with respect to the membership under this Certificate notwithstanding any provision of the Operation Agreement to the contrary, as follows:

1. None

2. Except as otherwise provided in theis Certificate, this Membership is subject to all the terms and conditions of the Operating Agreement of the Limited Liability Company.

RESTRICTIONS ON TRANSFERABILITY

The Company Percentage Interests represented by this document have not been registered under any securities laws, and the transferability of the Company Percentage Interests therefore is restricted. The Company Percentage Interests may not be sold, assigned, or transferred, nor will any assignee, vendee, transferee, or endorsee hereof be recognized as having an interest in such partnership Percentage Interests by the issuer for any purpose, unless (1) a registration statement under the Securities Act of 1933, as amended, with respect to such Company Percentage Interests shall then be in effect and such transfer has been qualified under applicable state securities laws, or unless (2) the availability of an exemption from registration and qualification shall be established to the satisfaction of counsel of the Company. The Percentage Interests represented by this document are subject to further restriction as to their transferability as set forth in the Operating Agreement of the Company and agreed to by each Member. Said restrictions provides, among other things, that no transferee shall become an Additional Member unless consented to by every Manager. These restrictions on transferability shall not prevent transfers to an estate planning trust in which Member is Grantor, or to a Limited Liability Company in which Member is the Manager.

Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

This instrument was recorded at the request of: LUNSFORD CONSULTING, L.L.C. 4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206 This recording official is directed to return this instrument or a copy to the above person.	Space Reserved for Recording Information.

CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 002	
MEMBER: SNL & ASSOCIATES [redacted] AZ [redacted]	MANAGER: Mark Steiner [redacted], AZ [redacted]
MEMBERSHIP / VOTING	PERCENTAGE OF MEMBERSHIP
$ 100,000	6.6667%
NON VOTING INTEREST	
TOTAL: $ 100,000 / $ 1,500,000	6.6667% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C.,as amended from time to time.

ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 003	
MEMBER: MICHAEL & ANDI LANEY [redacted] [redacted] AZ [redacted]	MANAGER: Mark Steiner [redacted], AZ [redacted]
INVESTMENT / VOTING	PERCENTAGE OF MEMBERSHIP
$ 70,000	4.6667%
NON VOTING INTEREST	
TOTAL: $ 70,000 / $ 1,500,000	4.6667% / 100.00%

CONTRIBUTIONS

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ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 004	
MEMBER: DAVID H. STEINER DEFINED BENEFIT AND PENSION PLAN [redacted] LA, [redacted]	MANAGER: Mark Steiner [redacted], AZ [redacted]
MEMBERSHIP / VOTING:	PERCENTAGE OWNERSHIP / PROFITS
$ 120,000	8.0000%
NON-VOTING INTEREST	
TOTAL: $ 120,000 / $ 1,500,000	8.0000% / 100.00%

CONTRIBUTIONS

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ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 005	
MEMBER: JACK & JEANNE SHELL FLT [redacted] [redacted] UT [redacted]	MANAGER: Mark Steiner [redacted] [redacted], AZ [redacted]
MEMBERSHIP / VOTING	PERCENTAGE OF MEMBERSHIP
$ 50,000	3.3333%
NON VOTING INTEREST	
TOTAL: $ 50,000 / $ 1,500,000	3.3333% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C., as amended from time to time.

ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 006	
MEMBER: SOUTHRIDGE INVESTMENT, LLC [redacted] [redacted] ID [redacted]	MANAGER: Mark Steiner [redacted], AZ [redacted]
MEMBERSHIP / VOTING	PERCENTAGE OF MEMBERSHIP
$ 80,000	5.3333%
NON VOTING INTEREST	
TOTAL: $ 80,000 / $ 1,500,000	5.3333% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C., as amended from time to time.

ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 007	
MEMBER: OVERALL PLUMBING CORP. [redacted] [redacted] ID [redacted]	MANAGER: Mark Steiner [redacted] [redacted], AZ [redacted]
MEMBERSHIP /VOTING	PERCENTAGE OF MEMBERSHIP
$ 45,000	3.0000%
NON VOTING INTEREST	
TOTAL: $ 45,000 / $ 1,500,000	3.0000% / 100.00%

CONTRIBUTIONS

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ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE:	June 1, 2008	**STATE OF ORGANIZATION:**	ARIZONA
CERTIFICATE NUMBER:	008		
MEMBER: BRYCE & LAUREL PETERSON [redacted] [redacted] AZ [redacted]		MANAGER: Mark Steiner [redacted], AZ [redacted]	
MEMBERSHIP / VOTING:		PERCENTAGE OWNERSHIP / PROFITS	
$ 32,000		2.1333%	
NON-VOTING:			
TOTAL:	$ 32,000 / $ 1,500,000	2.1333% / 100.00%	

CONTRIBUTIONS

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ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 009	
MEMBER: MITCHELL & NATALIE LAYTON	MANAGER: Mark Steiner [redacted], AZ [redacted]
INVESTMENT / VOTING	PERCENTAGE OF MEMBERHSHIP
$ 100,000	6.6667%
NON VOTING INTEREST	
TOTAL: $ 100,000 / $ 1,500,000	6.6667% / 100.00%

CONTRIBUTIONS

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ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE:	June 1, 2008	**STATE OF ORGANIZATION:**	ARIZONA
CERTIFICATE NUMBER:	010		
MEMBER: ROCK LIVING TRUST [redacted] AZ [redacted]		MANAGER: Mark Steiner [redacted], AZ [redacted]	
MEMBERSHIP / VOTING		PERCENTAGE OF MEMBERSHIP	
$ 10,000		6.6667%	
NON VOTING INTEREST			
TOTAL:	$ 10,000 / $ 1,500,000	0.6667% / 100.00%	

CONTRIBUTIONS

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 011	
MEMBER: SHANE LANEY [redacted] UT [redacted]	MANAGER: Mark Steiner [redacted], AZ [redacted]
MEMBERSHIP / VOTING	PERCENTAGE OF MEMBERSHIP
$ 5,000	0.3333%
NON VOTING INTEREST	
TOTAL: $ 5,000 / $ 1,500,000	0.3333% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C., as amended from time to time.

ARTICLES & OPERATING AGREEMENT

Member adopts and ratifies the Articles of Organization filed for this Limited Liability Company with the Corporation Commission of the State of Arizona, as amended from time to time. Member further adopts, ratifies, and agrees to be bound by the terms and conditions of the Operating Agreement of the Limited Liability Company, as amended from time to time, and Member's execution of this Certificate of Membership shall be an execution in counterpart of that Operating Agreement. Member hereby acknowledges receiving a copy of the Operating Agreement and all its attachments

SPECIAL CONDITIONS & RIGHTS OF MEMBERSHIP

The membership under this Certificate of Membership is subject to certain designations, preferences, qualifiations, limitations, restrictions, special rights, and/or relative rights, which shall control with respect to the membership under this Certificate notwithstanding any provision of the Operation Agreement to the contrary, as follows:

1. None

2. Except as otherwise provided in theis Certificate, this Membership is subject to all the terms and conditions of the Operating Agreement of the Limited Liability Company.

RESTRICTIONS ON TRANSFERABILITY

The Company Percentage Interests represented by this document have not been registered under any securities laws, and the transferability of the Company Percentage Interests therefore is restricted. The Company Percentage Interests may not be sold, assigned, or transferred, nor will any assignee, vendee, transferee, or endorsee hereof be recognized as having an interest in such partnership Percentage Interests by the issuer for any purpose, unless (1) a registration statement under the Securities Act of 1933, as amended, with respect to such Company Percentage Interests shall then be in effect and such transfer has been qualified under applicable state securities laws, or unless (2) the availability of an exemption from registration and qualification shall be established to the satisfaction of counsel of the Company. The Percentage Interests represented by this document are subject to further restriction as to their transferability as set forth in the Operating Agreement of the Company and agreed to by each Member. Said restrictions provides, among other things, that no transferee shall become an Additional Member unless consented to by every Manager. These restrictions on transferability shall not prevent transfers to an estate planning trust in which Member is Grantor, or to a Limited Liability Company in which Member is the Manager.

Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

This instrument was recorded at the request of: LUNSFORD CONSULTING, L.L.C. 4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206 This recording official is directed to return this instrument or a copy to the above person.	Space Reserved for Recording Information.

CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 012	
MEMBER: DAVID ANTESTENIS [redacted] [redacted] Arizona [redacted]	MANAGER: Mark Steiner [redacted] [redacted], AZ [redacted]
INVESTMENT / VOTING:	PERCENTAGE OF MEMBERSHIP
$ 20,000	1.3333%
NON-VOTING INTEREST:	
TOTAL: $ 20,000 / $ 1,500,000	1.3333% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C., as amended from time to time.

ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 013	
MEMBER: KIM MARIE WEISS [redacted] [redacted] Arizona [redacted]	MANAGER: Mark Steiner [redacted], AZ [redacted]
INVESTMENT / VOTING	PERCENTAGE OF MEMBERSHIP
$ 50,000	3.3333%
NON VOTING INTEREST	
TOTAL: $ 50,000 / $ 1,500,000	3.3333% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C., as amended from time to time.

ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 014	
MEMBER: LEE WEISS [redacted] [redacted] Arizona [redacted]	MANAGER: Mark Steiner [redacted] [redacted], AZ [redacted]
INVESTMENT / VOTING	PERCENTAGE OF MEMBERSHIP
$ 100,000	6.6667%
NON VOTING INTEREST	
TOTAL: $ 100,000 / $ 1,500,000	6.6667% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C., as amended from time to time.

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ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 015	
MEMBER: LUCKY DOG INVESTMENT GROUP, LLC [redacted] Arizona [redacted]	MANAGER: Mark Steiner [redacted], AZ [redacted]
INVESTMENT / VOTING	PERCENTAGE OF MEMBERSHIP
$15,000	1.0000%
NON-VOTING INTEREST	
TOTAL: $ 15,000 / $ 1,500,000	1.0000% / 100.00%

CONTRIBUTIONS

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ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 016	
MEMBER: THE KINKAID GROUP, LLC	MANAGER: Mark Steiner [redacted], AZ [redacted]
MEMBERSHIP / VOTING	PERCENTAGE OF MEMBERSHIP
$ 30,000	2.00%
NON VOTING INTEREST	
TOTAL: $ 30,000 / $ 1,500,000	2.00% / 100.00%

CONTRIBUTIONS

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ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 017	
MEMBER: JAMEY VERCELLI [redacted] AZ [redacted]	MANAGER: Mark Steiner [redacted], AZ [redacted]
MEMBERSHIP / VOTING	PERCENTAGE OF MEMBERSHIP
$ 25,000	1.6667%
NON VOTING INTEREST	
TOTAL: $ 25,000 / $ 1,500,000	1.6667% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C., as amended from time to time.

ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 018	
MEMBER: CACHACA HOLDINGS, LLC [redacted] AZ [redacted]	MANAGER: Mark Steiner [redacted], AZ [redacted]
INVESTMENT / VOTING	PERCENTAGE OF MEMBERSHIP
$ 308,000	20.5333%
NON VOTING INTEREST	
TOTAL: $ 308,000 / $1,500,000	20.5333% / 100.00%

CONTRIBUTIONS

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ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 019	
MEMBER: PATRICIA RIDDLE [redacted] AZ [redacted]	MANAGER: Mark Steiner [redacted], AZ [redacted]
MEMBERSHIP / VOTING	PERCENTAGE OF MEMBERSHIP
$ 75,000	5.000%
NON VOTING INTEREST	
TOTAL: $ 75,000 / $ 1,500,000	5.000 % / 100.00%

CONTRIBUTIONS

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 020	
MEMBER: SYLIVA ANDERSON [redacted] [redacted] AZ [redacted]	MANAGER: Mark Steiner [redacted] [redacted], AZ [redacted]
INVESTMENT / VOTING:	PERCENTAGE OF MEMBERSHIP
$ 75,000	5.000%
NON-VOTING INTEREST	
TOTAL: $ 75,000 / $1,500,000	5.000% / 100.00%

CONTRIBUTIONS

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 021	
MEMBER: WILL LAW [redacted] [redacted] Canada	MANAGER: Mark Steiner [redacted], AZ [redacted]
INVESTMENT / VOTING	PERCENTAGE OF MEMBERSHIP
$ 25,000	1.6667%
NON VOTING INTEREST	
TOTAL: $ 25,000 / $ 1,500,000	1.6667% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C., as amended from time to time.

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SPECIAL CONDITIONS & RIGHTS OF MEMBERSHIP

The membership under this Certificate of Membership is subject to certain designations, preferences, qualifiations, limitations, restrictions, special rights, and/or relative rights, which shall control with respect to the membership under this Certificate notwithstanding any provision of the Operation Agreement to the contrary, as follows:

1. None

2. Except as otherwise provided in theis Certificate, this Membership is subject to all the terms and conditions of the Operating Agreement of the Limited Liability Company.

RESTRICTIONS ON TRANSFERABILITY

The Company Percentage Interests represented by this document have not been registered under any securities laws, and the transferability of the Company Percentage Interests therefore is restricted. The Company Percentage Interests may not be sold, assigned, or transferred, nor will any assignee, vendee, transferee, or endorsee hereof be recognized as having an interest in such partnership Percentage Interests by the issuer for any purpose, unless (1) a registration statement under the Securities Act of 1933, as amended, with respect to such Company Percentage Interests shall then be in effect and such transfer has been qualified under applicable state securities laws, or unless (2) the availability of an exemption from registration and qualification shall be established to the satisfaction of counsel of the Company. The Percentage Interests represented by this document are subject to further restriction as to their transferability as set forth in the Operating Agreement of the Company and agreed to by each Member. Said restrictions provides, among other things, that no transferee shall become an Additional Member unless consented to by every Manager. These restrictions on transferability shall not prevent transfers to an estate planning trust in which Member is Grantor, or to a Limited Liability Company in which Member is the Manager.

Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

This instrument was recorded at the request of: LUNSFORD CONSULTING, L.L.C. 4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206 This recording official is directed to return this instrument or a copy to the above person.	Space Reserved for Recording Information.

CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 022	
MEMBER: FLORIN CAPITAL SOLUTIONS, LLC [redacted] AZ [redacted]	MANAGER: Mark Steiner [redacted], AZ [redacted]
INVESTMENT / VOTING	PERCENTAGE OF MEMBERSHIP
$ 15,000	1.0000%
NON VOTING INTEREST	
TOTAL: $ 15,000 / $1,500,000	1.0000% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C., as amended from time to time.

ARTICLES & OPERATING AGREEMENT

Member adopts and ratifies the Articles of Organization filed for this Limited Liability Company with the Corporation Commission of the State of Arizona, as amended from time to time. Member further adopts, ratifies, and agrees to be bound by the terms and conditions of the Operating Agreement of the Limited Liability Company, as amended from time to time, and Member's execution of this Certificate of Membership shall be an execution in counterpart of that Operating Agreement. Member hereby acknowledges receiving a copy of the Operating Agreement and all its attachments

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 023	
MEMBER: VANTAGE FBO ROBERT L. KOCKS, IRA [redacted] AZ [redacted]	MANAGER: Mark Steiner [redacted], AZ [redacted]
MEMBERSHIP / VOTING	PERCENTAGE OF MEMBERSHIP
$ 50,000	3.3333%
NON VOTING INTEREST	
TOTAL: $ 50,000 / $ 1,500,000	3.3333% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C., as amended from time to time.

ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 028	
MEMBER: RAYMOND J FLORES and/or REBECCA FLOWERS [redacted], AZ [redacted]	MANAGER: Mark Steiner [redacted] AZ [redacted]
INVESTMENT / VOTING	PERCENTAGE OF MEMBERSHIP
$ 50,000	3.3333%
NON VOTING INTEREST	
TOTAL: $ 50,000 / $ 1,500,000	3.3333% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C., as amended from time to time.

ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 029	
MEMBER: REBECCA FLOWERS and/or RAYMOND J FLORES [redacted], AZ [redacted]	MANAGER: Mark Steiner [redacted] AZ [redacted]
INVESTMENT / VOTING	PERCENTAGE OF MEMBERSHIP
$ 50,000	3.3333%
NON VOTING INTEREST	
TOTAL: $ 50,000 / $ 1,500,000	3.3333% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C., as amended from time to time.

ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C

CERTIFICATE DATE: June 1, 2008	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 018	
MEMBER: ROLLE YOUELL HOGAN [redacted] United Kingdom	MANAGER: Mark Steiner [redacted], AZ [redacted]
INVESTMENT / VOTING	PERCENTAGE OF MEMBERSHIP
$ 308,000	20.5333%
NON VOTING INTEREST	
TOTAL: $ 308,000 / $1,500,000	20.5333% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C., as amended from time to time.

ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C
(II)

CERTIFICATE DATE: May 1, 2011	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 001	
MEMBER: DAVID STEINER [redacted] LA [redacted]	MANAGER: Mark Steiner [redacted] AZ [redacted]
MEMBERSHIP / VOTING:	PERCENTAGE OWNERSHIP / PROFITS
$ 25,000	3.3333%
NON-VOTING INTEREST	
TOTAL: $ 25,000 / $750,000	3.3333% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C. (II), as amended from time to time.

EXHIBIT
S-39
ADMITTED

ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C
(II)

CERTIFICATE DATE: May 1, 2011	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 002	
MEMBER: BRYCE & LAUREL PETERSON [redacted] [redacted] AZ [redacted]	MANAGER: Mark Steiner [redacted] [redacted] AZ [redacted]
MEMBERSHIP / VOTING:	PERCENTAGE OWNERSHIP / PROFITS
$ 38,000	5.067%
NON-VOTING:	
TOTAL: $ 38,000 / $ 750,000	5.067% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C. (II), as amended from time to time.

ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C
(II)

CERTIFICATE DATE: May 1, 2011	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 004	
MEMBER: ZACKARALILY, LLC [redacted] Arizona [redacted]	MANAGER: Mark Steiner [redacted] AZ [redacted]
MEMBERSHIP / VOTING:	PERCENTAGE OWNERSHIP / PROFITS
$ 75,000	10.000%
NON-VOTING INTEREST:	
TOTAL: $75,000 / $ 750,000	10.0000% / 100.00%

CONTRIBUTIONS

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ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C
(II)

CERTIFICATE DATE: May 1, 2011	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 005	
MEMBER: RONALD W. KOCKS [redacted] Arizona [redacted]	MANAGER: Mark Steiner [redacted] [redacted] AZ [redacted]
MEMBERSHIP /VOTING:	PERCENTAGE OWNERSHIP / PROFITS
$ 10,000	1.3333%
NON-VOTING INTEREST	
TOTAL: $ 10,000 / $ 750,000	1.3333% / 100.00%

CONTRIBUTIONS

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ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C
(II)

CERTIFICATE DATE: May 1, 2011	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 006	
MEMBER: THE GMELICH FAMILY LIVING TRUST [redacted] [redacted] Arizona [redacted]	MANAGER: Mark Steiner [redacted] [redacted] AZ [redacted]
MEMBERSHIP / VOTING:	PERCENTAGE OWNERSHIP / PROFITS
$ 15,000	2.0000%
NON-VOTING INTEREST	
TOTAL: $ 15,000 / $ 750,000	2.0000% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C. (II), as amended from time to time.

ARTICLES & OPERATING AGREEMENT

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SPECIAL CONDITIONS & RIGHTS OF MEMBERSHIP

The membership under this Certificate of Membership is subject to certain designations, preferences, qualifications, limitations, restrictions, special rights, and/or relative rights, which shall control with respect to the membership under this Certificate notwithstanding any provision of the Operation Agreement to the contrary, as follows:

1. None

2. Except as otherwise provided in this Certificate, this Membership is subject to all the terms and conditions of the Operating Agreement of the Limited Liability Company.

RESTRICTIONS ON TRANSFERABILITY

The Company Percentage Interests represented by this document have not been registered under any securities laws, and the transferability of the Company Percentage Interests therefore is restricted. The Company Percentage Interests may not be sold, assigned, or transferred, nor will any assignee, vendee, transferee, or endorsee hereof be recognized as having an interest in such partnership Percentage Interests by the issuer for any purpose, unless (1) a registration statement under the Securities Act of 1933, as amended, with respect to such Company Percentage Interests shall then be in effect and such transfer has been qualified under applicable state securities laws, or unless (2) the availability of an exemption from registration and qualification shall be established to the satisfaction of counsel of the Company. The Percentage Interests represented by this document are subject to further restriction as to their transferability as set forth in the Operating Agreement of the Company and agreed to by each Member. Said restrictions provides, among other things, that no transferee shall become an Additional Member unless consented to by every Manager. These restrictions on transferability shall not prevent transfers to an estate planning trust in which Member is Grantor, or to a Limited Liability Company in which Member is the Manager.

Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

This instrument was recorded at the request of: LUNSFORD CONSULTING, L.L.C. 4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206 This recording official is directed to return this instrument or a copy to the above person.	Space Reserved for Recording Information.

CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C
(II)

CERTIFICATE DATE: May 1, 2011	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 011	
MEMBER: VANTAGE FBO HENRY H. CLAY IRA [redacted] AZ [redacted]	MANAGER: Mark Steiner [redacted] AZ [redacted]
INVESTMENT / VOTING:	PERCENTAGE OWNERSHIP / PROFITS:
$ 35,000	4.6667%
NON-VOTING INTEREST	
TOTAL: $ 35,000 / $750,000	4.6667% / 100%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C. (II), as amended from time to time.

ARTICLES & OPERATING AGREEMENT

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Signature of Manager:	Read and Approved:	Vantage FBO Henry H. Clay IRA
Mark Steiner	Henry H. Clay	Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C
(II)

CERTIFICATE DATE: May 1, 2011	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 015	
MEMBER: DUKE COWLEY [redacted], AZ [redacted]	MANAGER: Mark Steiner [redacted] AZ [redacted]
MEMBERSHIP / VOTING	PERCENTAGE OWNERSHIP / PROFITS
$ 25,000	3.3333%
NON-VOTING INTEREST	
TOTAL: $ 25,000 / $ 750,000	3.3333% 100.00%

CONTRIBUTIONS

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ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C
(II)

CERTIFICATE DATE: May 1, 2011	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 012	
MEMBER: Don and Lynne Gilman Living Trust Date 11/05/21012 [redacted], OR [redacted]	MANAGER: Mark Steiner [redacted] AZ [redacted]
INVESTMENT / VOTING:	PERCENTAGE OWNERSHIP / PROFITS
$ 22,500	3.000%
NON-VOTING INTEREST	
TOTAL: $ 22,500 / $750,000	3.000% / 100%

CONTRIBUTIONS

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Signature of Manager:	Signature of Member:	Signature of Member:
Mark G. Steiner	Member Representative	Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C
(II)

CERTIFICATE DATE: May 1, 2011	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 007	
MEMBER: JAMIESON MACDONALD BARBARA MOORE [redacted], AZ [redacted]	MANAGER: Mark Steiner [redacted] AZ [redacted]
INVESTMENT / VOTING:	PERCENTAGE OWNERSHIP / PROFITS
$ 15,000	2.000%
NON-VOTING INTEREST:	
TOTAL: $15,000 / $750,000	2.000% / 100%

CONTRIBUTIONS

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ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C
(II)

CERTIFICATE DATE: May 1, 2011	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 007(A)	
MEMBER: JAMIESON MACDONALD BARBARA MOORE [redacted].	MANAGER: Mark Steiner [redacted] AZ [redacted]
INVESTMENT / VOTING:	PERCENTAGE OWNERSHIP / PROFITS
$ 35,000	4.667%
NON-VOTING INTEREST:	
TOTAL: $35,000 / $750,000	4.667% / 100%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C. (II), as amended from time to time.

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C
(II)

CERTIFICATE DATE: May 1, 2011	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 003	
MEMBER: SUE PAINTER [redacted], AZ [redacted]	MANAGER: Mark Steiner [redacted] AZ [redacted]
MEMBERSHIP / VOTING:	PERCENTAGE OWNERSHIP / PROFITS
VOTING: $50,000	6.6667%%
NON-VOTING INTEREST	
TOTAL: $50,000 / $750,000	6.6667% / 100.00%

CONTRIBUTIONS

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ARTICLES & OPERATING AGREEMENT

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Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C
(II)

CERTIFICATE DATE: May 1, 2011	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 003 A	
MEMBER: VANTAGE FBO SUZANNE PAINTER [redacted], AZ [redacted]	MANAGER: Mark Steiner [redacted] AZ [redacted]
MEMBERSHIP / VOTING	PERCENTAGE OWNERSHIP / PROFITS
$ 61,369	8.182%
NON-VOTING INTEREST	
TOTAL: $ 61,369 / $ 750,000	8.182% / 100.00%

CONTRIBUTIONS

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Signature of Manager:

Mark G. Steiner

Signature of Member:

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C
(II)

CERTIFICATE DATE: May 1, 2011	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 002	
MEMBER: ROLLE YOUELL HOGAN [redacted] United Kingdom	MANAGER: Mark Steiner [redacted] AZ [redacted]
INVESTMENT / VOTING:	PERCENTAGE OWNERSHIP / PROFITS
$70,000	9.3333%
NON-VOTING INTEREST	
TOTAL: $70,000 / $750,000	9.3333% / 100.00%

CONTRIBUTIONS

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Signature of Manager:

Mark G. Steiner

Signature of Member:

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C
(II)

CERTIFICATE DATE: May 1, 2011	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 009	
MEMBER: CARY STEINER [redacted], UT [redacted]	MANAGER: Mark Steiner [redacted] AZ [redacted]
MEMBERSHIP/VOTING:	PERCENTAGE OWNERSHIP / PROFITS
$ 80,000	10.6667%
NON-VOTING	
TOTAL: $80,000 / $750,000	10.6667 / 100.00%

CONTRIBUTIONS

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Mark G. Steiner

Signature of Member:

Member Representative

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CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C
(II)

CERTIFICATE DATE: May 1, 2011	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 007(A)	
MEMBER: DAVID STEINER [redacted], LA[redacted]	MANAGER: Mark Steiner [redacted] AZ[redacted]
MEMBERSHIP / VOTING:	PERCENTAGE OWNERSHIP / PROFITS
$ 50,000	6.6666%
NON-VOTING INTEREST	
TOTAL: $ 50,000 / $ 750,000	6.6666% 100.00%

CONTRIBUTIONS

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ARTICLES & OPERATING AGREEMENT

Member adopts and ratifies the Articles of Organization filed for this Limited Liability Company with the Corporation Commission of the State of Arizona, as amended from time to time. Member further adopts, ratifies, and agrees to be bound by the terms and conditions of the Operating Agreement of the Limited Liability Company, as amended from time to time, and Member's execution of this Certificate of Membership shall be an execution in counterpart of that Operating Agreement. Member hereby acknowledges receiving a copy of the Operating Agreement and all its attachments

SPECIAL CONDITIONS & RIGHTS OF MEMBERSHIP

The membership under this Certificate of Membership is subject to certain designations, preferences, qualifiations, limitations, restrictions, special rights, and/or relative rights, which shall control with respect to the membership under this Certificate notwithstanding any provision of the Operation Agreement to the contrary, as follows:

1. None

2. Except as otherwise provided in theis Certificate, this Membership is subject to all the terms and conditions of the Operating Agreement of the Limited Liability Company.

RESTRICTIONS ON TRANSFERABILITY

The Company Percentage Interests represented by this document have not been registered under any securities laws, and the transferability of the Company Percentage Interests therefore is restricted. The Company Percentage Interests may not be sold, assigned, or transferred, nor will any assignee, vendee, transferee, or endorsee hereof be recognized as having an interest in such partnership Percentage Interests by the issuer for any purpose, unless (1) a registration statement under the Securities Act of 1933, as amended, with respect to such Company Percentage Interests shall then be in effect and such transfer has been qualified under applicable state securities laws, or unless (2) the availability of an exemption from registration and qualification shall be established to the satisfaction of counsel of the Company. The Percentage Interests represented by this document are subject to further restriction as to their transferability as set forth in the Operating Agreement of the Company and agreed to by each Member. Said restrictions provides, among other things, that no transferee shall become an Additional Member unless consented to by every Manager. These restrictions on transferability shall not prevent transfers to an estate planning trust in which Member is Grantor, or to a Limited Liability Company in which Member is the Manager.

Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

This instrument was recorded at the request of: LUNSFORD CONSULTING, L.L.C. 4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206 This recording official is directed to return this instrument or a copy to the above person.	Space Reserved for Recording Information.

CERTIFICATE OF MEMBERSHIP
OUT OF THE BLUE PROCESSORS, L.L.C
(II)

CERTIFICATE DATE: May 1, 2011	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 007	
MEMBER: DAVID STEINER [redacted], LA[redacted]	MANAGER: Mark Steiner [redacted] AZ[redacted]
MEMBERSHIP / VOTING:	PERCENTAGE OWNERSHIP / PROFITS
$ 25,000	3.3333%
NON-VOTING INTEREST	
TOTAL: $ 25,000 / $ 750,000	3.3333% 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C. (II), as amended from time to time.

ARTICLES & OPERATING AGREEMENT

Member adopts and ratifies the Articles of Organization filed for this Limited Liability Company with the Corporation Commission of the State of Arizona, as amended from time to time. Member further adopts, ratifies, and agrees to be bound by the terms and conditions of the Operating Agreement of the Limited Liability Company, as amended from time to time, and Member's execution of this Certificate of Membership shall be an execution in counterpart of that Operating Agreement. Member hereby acknowledges receiving a copy of the Operating Agreement and all its attachments

SPECIAL CONDITIONS & RIGHTS OF MEMBERSHIP

The membership under this Certificate of Membership is subject to certain designations, preferences, qualifiations, limitations, restrictions, special rights, and/or relative rights, which shall control with respect to the membership under this Certificate notwithstanding any provision of the Operation Agreement to the contrary, as follows:

1. None

2. Except as otherwise provided in theis Certificate, this Membership is subject to all the terms and conditions of the Operating Agreement of the Limited Liability Company.

RESTRICTIONS ON TRANSFERABILITY

The Company Percentage Interests represented by this document have not been registered under any securities laws, and the transferability of the Company Percentage Interests therefore is restricted. The Company Percentage Interests may not be sold, assigned, or transferred, nor will any assignee, vendee, transferee, or endorsee hereof be recognized as having an interest in such partnership Percentage Interests by the issuer for any purpose, unless (1) a registration statement under the Securities Act of 1933, as amended, with respect to such Company Percentage Interests shall then be in effect and such transfer has been qualified under applicable state securities laws, or unless (2) the availability of an exemption from registration and qualification shall be established to the satisfaction of counsel of the Company. The Percentage Interests represented by this document are subject to further restriction as to their transferability as set forth in the Operating Agreement of the Company and agreed to by each Member. Said restrictions provides, among other things, that no transferee shall become an Additional Member unless consented to by every Manager. These restrictions on transferability shall not prevent transfers to an estate planning trust in which Member is Grantor, or to a Limited Liability Company in which Member is the Manager.

Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

This instrument was recorded at the request of: LUNSFORD CONSULTING, L.L.C. 4824 E. Baseline Rd. Suite 133 Mesa, Arizona 85206 This recording official is directed to return this instrument or a copy to the above person.	Space Reserved for Recording Information.

CERTIFICATE OF MEMBERSHIP OUT OF THE BLUE PROCESSORS, L.L.C (II)

CERTIFICATE DATE: May 1, 2011	**STATE OF ORGANIZATION:** ARIZONA
CERTIFICATE NUMBER: 010	
MEMBER: TREND MANAGEMENT, L.L.C. [redacted] Canada [redacted]	MANAGER: Mark Steiner [redacted], AZ [redacted]
MEMBERSHIP / VOTING:	PERCENTAGE OWNERSHIP / PROFITS
$250,000	33.3333%
NON-VOTING INTEREST	
TOTAL: $250,000 / $750,000	33.3333% / 100.00%

CONTRIBUTIONS

The initial assets contributed to the Limited liability Company, and the liabilities assumed, if any, are contained within the Operating Agreement for OUT OF THE BLUE PROCESSORS, L.L.C. (II), as amended from time to time.

ARTICLES & OPERATING AGREEMENT

Member adopts and ratifies the Articles of Organization filed for this Limited Liability Company with the Corporation Commission of the State of Arizona, as amended from time to time. Member further adopts, ratifies, and agrees to be bound by the terms and conditions of the Operating Agreement of the Limited Liability Company, as amended from time to time, and Member's execution of this Certificate of Membership shall be an execution in counterpart of that Operating Agreement. Member hereby acknowledges receiving a copy of the Operating Agreement and all its attachments

SPECIAL CONDITIONS & RIGHTS OF MEMBERSHIP

The membership under this Certificate of Membership is subject to certain designations, preferences, qualifications, limitations, restrictions, special rights, and/or relative rights, which shall control with respect to the membership under this Certificate notwithstanding any provision of the Operation Agreement to the contrary, as follows:

1. None

2. Except as otherwise provided in this Certificate, this Membership is subject to all the terms and conditions of the Operating Agreement of the Limited Liability Company.

RESTRICTIONS ON TRANSFERABILITY

The Company Percentage Interests represented by this document have not been registered under any securities laws, and the transferability of the Company Percentage Interests therefore is restricted. The Company Percentage Interests may not be sold, assigned, or transferred, nor will any assignee, vendee, transferee, or endorsee hereof be recognized as having an interest in such partnership Percentage Interests by the issuer for any purpose, unless (1) a registration statement under the Securities Act of 1933, as amended, with respect to such Company Percentage Interests shall then be in effect and such transfer has been qualified under applicable state securities laws, or unless (2) the availability of an exemption from registration and qualification shall be established to the satisfaction of counsel of the Company. The Percentage Interests represented by this document are subject to further restriction as to their transferability as set forth in the Operating Agreement of the Company and agreed to by each Member. Said restrictions provides, among other things, that no transferee shall become an Additional Member unless consented to by every Manager. These restrictions on transferability shall not prevent transfers to an estate planning trust in which Member is Grantor, or to a Limited Liability Company in which Member is the Manager.

Signature of Manager:

Mark G. Steiner

Signature of Member:

Member Representative

Date

RESPONSE TO ARIZONA CORPORATION COMMISSION SUBPOENA DATED DECEMBER 20, 2013 Steiner ADDRESSED TO STEINER

The following answers are numbered in the same manner as the subpoena requests.

1. No such items exist.
2. No such items exist.
3. No such items exist. Communications were distributed through Second Opinion Solutions email.
4. Objection as to form. Question is too broad. Specify third parties with respect to whom you seek information.
5. No such items exist other than bank statements, which have already been acquired by your office.
6. No such items exist other than bank statements, which have already been acquired by your office.
7. Steiner does not maintain accounting books and records. Information would be contained on credit card statements. They have been requested, but not yet received.
8. Attached

EXHIBIT
S-40
ADMITTED

AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF Arizona)
) ss.
County of Maricopa)

The undersigned hereby declares, under oath, that the following statements are true:

1. I am over the age of eighteen, have personal knowledge of the facts set forth below, and am competent to testify.

2. I am the duly authorized Custodian of Records of Out of the Blue Processors LLC.

3. I have the authority to certify said records.

4. The records submitted herewith are true copies of all records under my possession or control responsive to the Subpoena directed to the Custodian of Records of the entity identified in paragraph 2 above.

5. The records were prepared or obtained by personnel or representatives of the entity or persons acting under the control of personnel or representatives of the entity identified in paragraph 2 above in the ordinary course of business at or near the time of the act, condition, or event in said records.

6. The records are kept in the course of regularly conducted business pursuant to the regular practice of the entity identified in paragraph 2 above.

Mark G
Custodian of Records

SUBSCRIBED and SWORN to before me this 27th day of January, 2014, by ____.

My Commission Expires:

NOTARY PUBLIC

(seal)

KARRIE CALHOUN
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Feb. 19, 2017

EXHIBIT
S-41
ADMITTED

ACC004734
FILE #8302

RESPONSE TO ARIZONA CORPORATION COMMISSION SUBPOENA DATED DECEMBER 20, 2013 ADDRESSED TO OUT OF THE BLUE PROCESSORS LLC

The following answers are numbered in the same manner as the subpoena requests.

1. Out of the Blue Processors LLC complied with the subpoenas referred to and is not at present aware of any omissions. If the Division believes omissions exist, specific questions will be responded to.
2. This question was answered previously and the answer remains the same. Out of the Blue does not at this time maintain complicated accounting records. Its bank statements are its records of receipts and disbursements.
3. No such items exist, except that all monies disbursed by Out of the Blue Processors LLC were payments of Out of the Blue Processors LLC's expenses of carrying on its business development business. If, as and when Lunsford Consulting LLC receives revenues from any project with its affiliates in China, Lunsford Consulting LLC is obligated to pay Out of the Blue Processors LLC the amounts agreed in the Private Placement Agreement dated March 25, 2008. Out of the Blue Processors LLC then will be obligated, pursuant to the "Operating Agreements," being the initial Operating Agreement for Out of the Blue Processors LLC and the second Operating Agreement for Out of the Blue Processors II LLC to pay the amounts specified therein ratably to its members based on their contributions, respectively, to its capital. "Out of the Blue Processors LLC" and "Out of the Blue Processors II LLC", as has been described previously, are a single legal entity, with the separate operating agreements to accomplish a separate agreement with the members contributing capital after the initial goal of $1,500,000 in capital was achieved.
4. Out of the Blue Processors LLC has received no income during any taxable year after 2007 and has not filed a federal or state income tax return thereafter.

AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF Arizona)
) ss.
County of Maricopa)

The undersigned hereby declares, under oath, that the following statements are true:

1. I am over the age of eighteen, have personal knowledge of the facts set forth below, and am competent to testify.

2. I am the duly authorized Custodian of Records of Lunsford Consulting LLC.

3. I have the authority to certify said records.

4. The records submitted herewith are true copies of all records under my possession or control responsive to the Subpoena directed to the Custodian of Records of the entity identified in paragraph 2 above.

5. The records were prepared or obtained by personnel or representatives of the entity or persons acting under the control of personnel or representatives of the entity identified in paragraph 2 above in the ordinary course of business at or near the time of the act, condition, or event in said records.

6. The records are kept in the course of regularly conducted business pursuant to the regular practice of the entity identified in paragraph 2 above.

Custodian of Records

SUBSCRIBED and SWORN to before me this 27th day of January, 2014, by ____.

My Commission Expires:

NOTARY PUBLIC

(seal)

ACC004787
FILE #8302

KARRIE CALHOUN
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Feb. 15, 2017

EXHIBIT
S-42
ADMITTED

RESPONSE TO ARIZONA CORPORATION COMMISSION SUBPOENA DATED DECEMBER 20, 2013 ADDRESSED TO LUNSFORD CONSULTING, LLC

The following answers are numbered in the same manner as the subpoena requests.

1. Lunsford was not served with a subpoena dated February 22, 2012. The only subpoena served on that date was served with the Temporary Order and it was addressed to Out of the Blue Processors, LLC.
2. Lunsford does not maintain such records other than its bank account records.
3. No such items exist.
4. Lunsford has not received income sufficient to require it to file federal or state income tax returns.
5. No such documents exist as between Lunsford and Second Opinion. The March 25, 2008 Private Placement Agreement between Lunsford and Blue was produced earlier and is produced again as attached. Lunsford has agreed to pay to Blue for the benefit of Blue's members (both Blue I and Blue II) the percentage amounts specified in the Blue Operating Agreements, "Out of the Blue Processors LLC," and "Out of the Blue Processors II LLC" which provide a basis for segregating member contributions.
6. No such documents exist.
7. No such communications exist.
8. Third Party is an undefined term so an intelligent answer is not possible.

AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF ARIZONA)
) ss.
County of Maricopa)

The undersigned hereby declares, under oath, that the following statements are true:

1. I am over the age of eighteen, have personal knowledge of the facts set forth below, and am competent to testify.

2. I am the duly authorized Custodian of Records of SECOND OPINION SOLUTIONS, LLC.

3. I have the authority to certify said records.

4. The records submitted herewith are true copies of all records under my possession or control responsive to the Subpoena directed to the Custodian of Records of the entity identified in paragraph 2 above.

5. The records were prepared or obtained by personnel or representatives of the entity or persons acting under the control of personnel or representatives of the entity identified in paragraph 2 above in the ordinary course of business at or near the time of the act, condition, or event in said records.

6. The records are kept in the course of regularly conducted business pursuant to the regular practice of the entity identified in paragraph 2 above.

Mark G St
Custodian of Records

SUBSCRIBED and SWORN to before me this 27th day of January, 2011, by ____.

My Commission Expires: _____

NOTARY PUBLIC

(seal)

KARRIE CALHOUN
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Feb. 15, 2017

ACC004776
FILE #8302

EXHIBIT
S-43
ADMITTED

RESPONSE TO ARIZONA CORPORATION COMMISSION SUBPOENA DATED DECEMBER 20, 2013 ADDRESSED TO SECOND OPINION SOLUTIONS, LLC

"Second Opinion" has no, and never has had, an affiliation with "Lunsford" or "Blue". Second Opinion was established in 2006 in preparation to act as a consulting organization for business development consulting. An email account was established. However, beyond that, the company never materialized as such. It had no investors, nor did it have any clients. It had no agreement with Blue or Lunsford.

Because the email address was already set up, it was used to provide updates to Blue investors, rather than a personal email, simply as a convenience.

A bank account was set up, which has been used for personal use since Second Opinion never had any clients or consulting business, and therefore no related revenue.

Mark Steiner, located at [redacted] AZ, has been the only person affiliated with Second Opinion since its inception. Shelly Steiner was listed as a manager in name only and has had no involvement.

The following answers are numbered in the same manner as the subpoena requests.

1. See Amended Ariticles of Organization, Document No. 01485714, Records of the Corporations Division, Arizona Corporation Commission, dated February 21, 2006, changing the name of a company, formed originally on December 18, 2000 as Out of the Blue Financial Services LLC. No operating agreement exists for this organization. Second Opinion was formed originally to serve as a business consulting organization after a mortgage brokerage business owned by Mark Steiner had become successful. That business ceased to exist, however, in 2005 and was dormant for a period.
2. No such records were kept for Second Opinion or for Financial Services.
3. Mark Steiner was the manager and member at all times. Shelly Steiner, Mark's wife, was named a member and a manager.

4. No employees, independent contractors or agents were ever hired or engaged.
5. No monies have been paid to any person from Second Opinion since February 21, 2006 as salary, bonus or other compensation. Monies paid from Second Opinion to Mark Steiner or for his benefit have been treated as loans, to be repaid at a future date.
6. No such reports exist or were prepared.
7. Second opinion has two bank accounts, listed below:
8. Second Opinion has not engaged in any business activity since early 2006, other than unsuccessful attempts to attract consulting business for a short time after its name was changed in 2006. No such reports were prepared or filed.
9. No such documents exist or were ever prepared.
10. No such documents exist as no such inquiries or investigations were made prior to the date of the subpoena.
11. Tax returns.
12. No books of account or accounting records were maintained other than bank statements.
13. See number 7, above.
14. No such items were ever prepared or used by Second Opinion or for its benefit.
15. No such items exist or ever existed.
16. – 23. No such items exist or ever existed.

24. No persons other than Mark Steiner are or ever have been members or managers of Second Opinion, except as stated in No. 3 above.

25. No such items exist or ever existed.

26. No such transactions ever occurred or were planned.

27. – 30. No such items exist or ever existed.

Bank of America
Legal Order Processing
CA9-705-05-19
PO BOX 3609
Los Angeles, CA 90051

April 25, 2013

ARIZONA CORPORATION COMMISSION
ANNALISA WEISS
1300 WEST WASHINGTON, THIRD FLOOR
PHOENIX, AZ 85007

RE: Reference # L020513000512
Case: Mark Steiner
Name:

I, Blanca Gomez, declare that I am employed by Bank of America N. A. in the subpoena processing department and the Bank's designated duly authorized Custodian of Records for documents and/or information produced under the referenced legal order. The Bank reserves the right to designate another Custodian as it deems appropriate in the event an actual appearance is required concerning the records produced herein. I certify the authenticity of the records produced herewith and that they were:

a) Made at or near the time of the occurrence, condition or event of the matters set forth by, or from information transmitted by, a person with knowledge of those matters.
b) Kept in the course of regularly conducted activity.
c) Made by the regularly conducted activity as a regular practice, by the personnel of the business.

The identity of the records produced is as follows:

- Statements, Signature Cards, Customer Profile, in the name of Out of the Blue Processors LLC for account number ending 3342 for the time period of 02/24/09 to 02/28/10.
- Statements, Signature Cards, in the name of Out of the Blue Processors LLC for account number ending 5547 for the time period of 01/01/08 to 02/28/11.

The enclosed records are true copies of bank records in the custodian's possession as described in the referenced legal order. I am familiar with the mode of preparation of the enclosed records and they are prepared as follows:

SIGNATURE CARDS: The customer whose name appears on the signature card submitted the form to the Bank to open deposit account(s). The customer provided information that was relied upon by the Bank. The customer signed the form. The signature card was stored at and retrieved from the Banking Center or the Bank's record center.

STATEMENTS: Each statement was prepared after the closing date of the account cycle as indicated on the statement. The statement reflects debits (from checks, point of sale, ATM and teller withdrawals, fees, etc.) and credits (deposits, etc) to the account during the period covered by the statement.

OTHER: Original records were prepared or received at or near the time of their creation and were stored by the Bank in the ordinary course of business. Upon receipt of this subpoena, the Bank searched and retrieved the original records and prepared a true and correct copy, using generally accepted photocopying techniques.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 25 day of April, 2013, in the city of Los Angeles, in the State of CA.

EXHIBIT
S-44
ADMITTED

ACC001955
FILE #8302

Should you need to forward any additional correspondence to us regarding this matter, please direct it to the address noted above. When contacting the Bank regarding this Subpoena, please use the Reference # L020513000512.

Blanca Gomez
SR Operations Representative
CA - Legal Order Processing
213-580-0701
882X

State Of California)
)
County Of Los Angeles)

On April 25, 2013 before me, Hardik Shah, Notary Public, personally appeared Blanca Gomez who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

HARDIK SHAH
COMM. # 1952095
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires
September 15, 2015

Place Notary Seal Above

Signature of Notary Public

ACC001956
FILE #8302

SUBPOENA

SECURITIES DIVISION
ARIZONA CORPORATION COMMISSION

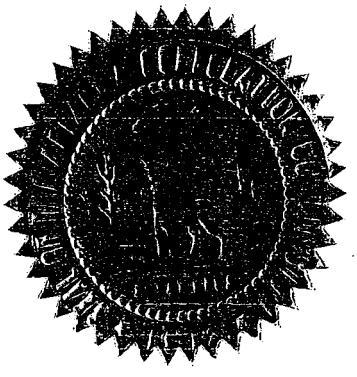
TO: Custodian of Records
Bank of America, N.A.
Subpoena Processing #5473
Mail Code CA9-705-05-19
P.O. Box 3609
Los Angeles, CA 90051

In the matter of

Out of the Blue Processors, Inc., File #8302

involving possible violations of the Securities Act and/or Investment Management Act of Arizona

PURSUANT TO A.R.S. § 44-1823 AND A.R.S. § 44-3133, YOU ARE HEREBY REQUIRED to appear before **Annalisa Weiss** of the Securities Division of the Arizona Corporation Commission at 1300 West Washington, Third Floor, Phoenix, Arizona 85007, on the **18th day of February, 2013 at 10 o'clock AM**, to PRODUCE THE DOCUMENTS SPECIFIED IN EXHIBIT "A", which is attached and incorporated by reference.



The seal of the Arizona Corporation Commission is affixed hereto, and the undersigned, a member of said Arizona Corporation Commission, or an officer designated by it, has set her hand at Phoenix, Arizona this 29th day of January, 2013.

Julie Coleman
Chief Counsel of Enforcement
Securities Division

Information and documents obtained by the Securities Division in the course of an investigation are confidential, unless made a matter of public record. The Securities Division may disclose the information or documents to a county attorney, the attorney general, a United States Attorney, or to law enforcement or regulatory officials to be used in any administrative, civil, or criminal proceeding. You may, in accordance with the rights guaranteed to you by the Fifth Amendment of the Constitution of the United States, refuse to give any information that might establish a direct link in a chain of evidence leading to your criminal conviction.

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, as well as request this document in an alternative format, by contacting Shaylin A. Bernal, Executive Assistant to the Executive Director, voice phone number (602) 542-3931, e-mail sabernal@azcc.gov. Requests should be made as early as possible to allow time to arrange the accommodation.

Pursuant to A.R.S. § 44-1825 and A.R.S. § 44-3134, failure to comply with this subpoena may result in the application for a finding of contempt.

Pursuant to A.A.C. R14-4-304, any person required to appear at a formal interview may be represented by legal counsel.

ACC001957
FILE #8302

L020513000512

WELLS FARGO

Legal Order Processing
P.O. BOX 29728 MAC# S3928-020
Phoenix, AZ 85038-9728
Voice: (480) 724-2000

DECLARATION FOR RECORDS OF REGULARLY CONDUCTED BUSINESS ACTIVITY

Re: Subpoena	**Our Reference #: 4442295**
Agency Case #: None	**Date Served: 8-31-12**
Banking Entity: Wells Fargo Bank, N.A. (the "Bank")	

I, **Lori Blaisdell**, declare that I am employed by Wells Fargo Bank, N. A., in the Subpoena Processing Department and the Bank's designated duly authorized Custodian of Records for documents and/or information produced under the above referenced legal order. The Bank reserves its right to designate another Custodian as it deems appropriate in the event an actual appearance is required concerning the records produced herein. I certify the authenticity of the records produced herewith and that they were:

A) Made at or near the time of the occurrence, condition or event of the matters set forth by, or from information transmitted by, a person with knowledge of those matters.

B) Kept in the course of regularly conducted activity.

C) Made by the regularly conducted activity as a regular practice, by the personnel of the business.

The identities of the records produced herewith are as follows:

☒ Signature Card(s) ☒ Statement(s) ☐ Cashiers' Check(s)

☐ Deposit(s)/Credit(s) ☐ Check(s)/Withdrawal(s) ☐ Wire Transfer(s)

☐ Other:

Records necessary for compliance may have been limited as indicated below:

☐ The Bank **does not possess any of the records** as described in the above referenced legal order.

☒ The enclosed records are true copies of bank records. This constitutes **final** production, unless notified otherwise.

☐ The enclosed records are true copies of bank records. This submission constitutes **only part** of the records in the custodian's possession as described in the above referenced legal order.

☐ The Bank has received notification that **no further production is required.** File closed.

☒ Compliance with the above referenced legal order was **limited to the following** through agreement with the requesting party:
Signature cards and statements

☐ The Bank is **unable to provide the following records** as described in the above referenced legal order:

Microfilm copies of requested transactions may be missing for the following reasons: Item(s) not on film, Film fogged, blank, black, damaged, destroyed or not available, item(s) piggy-backed on film, electronic transaction(s), or other reasons that may prevent the Bank from completing a thorough search of records. The Bank, generally and routinely, destroys records in accordance with its standards for records retention and destruction. The Bank's Legal Group will direct compliance for various types of loan information, and other non-depository information subject to the above referenced legal order.

EXHIBIT
tabbies
S-45
ADMITTED

WELLS FARGO

Legal Order Processing
P.O. BOX 29728 MAC# S3928-020
Phoenix, AZ 85038-9728
Voice: (480) 724-2000

Our Reference #: 4442295

I am familiar with the **mode of preparation** of the enclosed records. They were prepared as follows:

☒ Signature Card(s): The customer(s) whose name appears on the signature card/account application and agreement form submitted the form to the Bank requesting checking and/or savings account(s). The customer(s) submitted personal and financial information which were relied upon by the Bank. The customer(s) signed the form. The Bank opened the savings and/or checking account(s) listed on the signature card. The signature card was stored at and retrieved from the Bank's designated retention site(s).

☐ Check(s): The check(s) drawn on the customer(s) account(s) were presented to the Bank and paid. During the process of paying the check(s), a microfilm image of the front and back of the check(s) is taken in the sequence the check(s) is processed by the Bank. The microfilm/fiche is then stored in the Bank's secured facilities. In response to this legal order, the Bank retrieved the microfilm reel/fiche and produced an image of the check(s).

☐ Withdrawal Slip(s)/Deposit(s): The withdrawal(s) (as evidenced by a withdrawal slip) made by customer at a teller window and all deposits made either at a teller window or through an ATM are processed by the Bank at designated central processing centers. When the transaction is processed, a microfilm/fiche image of the front and back of the item is taken in the sequence the item is processed by the Bank. The microfilm/fiche is then stored in the Bank's secured facilities. In response to this legal order, the Bank retrieved the microfilm reel/fiche and produced an image of the withdrawal slip(s)/deposit(s).

☒ Statement(s): Each monthly statement was prepared immediately after the closing date of the monthly account cycle as indicated on the statement(s). The statement(s) accurately reflects all debit entries (checks, point of sale, ATM, teller withdrawals, fees, etc.) and credits (deposits, etc.) which occurred on the account(s) during the monthly account cycle.

☐ Other: Original records were prepared or received at or near the time of their creation and were stored by the Bank in the ordinary course of business. Upon receipt of this subpoena, we searched and retrieved the original records and prepared a true and correct copy using generally accepted photocopying techniques.

I declare under penalty of perjury under the law(s) of the state of Arizona that the foregoing is true and correct according to my knowledge and belief. Executed on this 28th day of September, 2012, in the City of Chandler, State of Arizona.

Roni Blaisdell

Subpoena Processing Representative (480) 724-2000

Microfilm copies of requested transactions may be missing for the following reasons: Item(s) not on film, Film fogged, blank, black, damaged, destroyed or not available, item(s) piggy-backed on film, electronic transaction(s), or other reasons that may prevent the Bank from completing a thorough search of records. The Bank, generally and routinely, destroys records in accordance with its standards for records retention and destruction. The Bank's Legal Group will direct compliance for various types of loan information, and other non-depository information subject to the above referenced legal order.

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

ERNEST G. JOHNSON
EXECUTIVE DIRECTOR

MATTHEW J. NEUBERT
DIRECTOR

SECURITIES DIVISION
1300 West Washington, Third Floor
Phoenix, AZ 85007
TELEPHONE: (602) 542-4242
FAX: (602) 714-8120
E-MAIL: securitiesdiv@azcc.gov

ARIZONA CORPORATION COMMISSION

August 30, 2012

Custodian of Records
Wells Fargo Bank, N.A.
Subpoena Processing Dept.
MAC S4101-156, P.O. Box 29728
Phoenix, AZ 85038

RE: **Subpoena for Out of the Blue Processors, Inc., File #8302**

Dear Sir/Madam:

Enclosed you will find a Subpoena which requires your appearance before the Securities Division to produce the documents listed on Exhibit "A" of the Subpoena. In lieu of a personal appearance, you may provide the requested documents **along with the Affidavit of Custodian of Records** by the due date by mailing them to **Annalisa Weiss**, Securities Division, Arizona Corporation Commission, 1300 West Washington St., Third Floor, Phoenix, Arizona 85007.

Initially, you may simply provide bank statements and signature cards for any accounts in the name of the individuals or entities noted on Exhibit "A". A selection will then be made of deposits and withdrawals for which detail support will be required. The Division will pay $10.00 for each hour of research expended and $.10 per printed copy related to compliance with this subpoena. If the documents are produced on disk, the Division will pay up to $5.00 per disk for your cost, but will not also pay for copies. Please call me for prior approval if the total cost will be greater than $500.00. To ensure prompt payment, please send your invoice to the attention of the undersigned.

Should your institution not have any accounts in the names of the individuals or entities noted, please provide written confirmation to that effect.

Should you have any questions regarding this subpoena, please feel free to contact me at (602) 542-0630.

Very truly yours,

Annalisa Weiss
Special Investigator

Enclosure(s)

4442295

SUBPOENA

SECURITIES DIVISION
ARIZONA CORPORATION COMMISSION

08-31-12 A10:41 IN

TO: Custodian of Records
Wells Fargo Bank, N.A.
Subpoena Processing Dept.
MAC S4101-156, P.O. Box 29728
Phoenix, AZ 85038

In the matter of

Out of the Blue Processors, Inc., file #8302

involving possible violations of the Securities Act and/or Investment Management Act of Arizona

PURSUANT TO A.R.S. § 44-1823 AND A.R.S. § 44-3133, YOU ARE HEREBY REQUIRED to appear before **Annalisa Weiss** of the Securities Division of the Arizona Corporation Commission at 1300 West Washington, Third Floor, Phoenix, Arizona 85007, on the **28th day of September, 2012 at 10 o'clock AM,** to PRODUCE THE DOCUMENTS SPECIFIED IN EXHIBIT "A", which is attached and incorporated by reference.

The seal of the Arizona Corporation Commission is affixed hereto, and the undersigned, a member of said Arizona Corporation Commission, or an officer designated by it, has set his hand at Phoenix, Arizona this 30th day of August, 2012.

Mark Dinell
Assistant Director
Securities Division

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, as well as request this document in an alternative format, by contacting Shaylin A. Bernal, Executive Assistant to the Executive Director, voice phone number (602) 542-3931, e-mail sabernal@azcc.gov. Requests should be made as early as possible to allow time to arrange the accommodation.

Pursuant to A.R.S. § 44-1825 and A.R.S. § 44-3134, failure to comply with this subpoena may result in the application for a finding of contempt.

Pursuant to A.A.C. R14-4-304, any person required to appear at a formal interview may be represented by legal counsel.

AFFIDAVIT OF SERVICE (INDIVIDUAL)

State of Arizona)
County of Maricopa) ss.:

_____, being duly sworn, deposes and says:

I, for the Securities Division of the Arizona Corporation Commission, Phoenix, Arizona, served an original of this subpoena by:

_____ Personal Service on the person named in the subpoena.

_____ Leaving a copy at the dwelling house of the person named in the subpoena with a person of suitable age (not less than 16 years of age) and discretion, then residing there.

_____ Leaving a copy at the usual place of business or employment of the person named in the subpoena with an employee, express or implied agent, supervisor, owner, officer, partner, or other similar person of suitable age and discretion (not less than 16 years of age).

_____ Leaving a copy with an agent authorized by express or implied appointment or by law to receive process for the person named in the subpoena.

_____ Mailing a copy, by certified mail with return receipt requested, in an envelope addressed to the last known dwelling house or usual place of abode or last known business address, postage prepaid.

Name of Person Served: _____

Relationship to Person Named: _____

Place of Service: _____

_____

Time and Date of Service: _____

Service Performed by: _____

Title: _____

Signature of Affiant: _____

Sworn to before me this _____ day of _____, _____.

_____
Notary Public

AFFIDAVIT OF SERVICE (BUSINESS ENTITY)

State of Arizona)
County of Maricopa) ss.:

_____, being duly sworn, deposes and says:

I, for the Securities Division of the Arizona Corporation Commission, Phoenix, Arizona, served an original of this subpoena by:

_____ Leaving a copy with an employee, of suitable age and discretion, (not less than 16 years of age) at any place of business of the corporation, partnership, trust, limited liability company, association, or other business entity.

_____ Leaving a copy with any officer or director of a corporation, managing or general partner of a partnership, trustee of a trust, member of a member-managed limited liability company, manager of a manager-managed limited liability company or any authorized representative of an association or other business entity.

_____ Leaving a copy with an agent authorized by express or implied appointment or by law to receive process for the entity named in the subpoena.

_____ Mailing a copy, by certified mail with return receipt requested, in an envelope addressed to the last known business address, postage prepaid.

Name of Person Served: _____

Relationship to Person Named: _____

Place of Service: _____

_____

Time and Date of Service: _____

Service Performed by: _____

Title: _____

Signature of Affiant: _____

Sworn to before me this _____ day of _____, _____.

_____
Notary Public

EXHIBIT "A"

For the period from May 2008, to November 2011 the present:

1. Bank statements for any and all accounts, whether open or closed, for:

   a. Account #[redacted]1590
   b. Account #[redacted]4100
   c. Account #[redacted]1566
   d. Account #[redacted]6764

2. Signature cards and Know Your Customer file for the above accounts whether signed on a date within the range identified above or on any prior date that result in the signature cards being in force during the date range identified above.

3. Documents supporting all deposits to and withdrawals from the above accounts.

For each deposit, provide a copy of the deposit slip and both sides of all offsets. If the money was transferred from another account, provide the name, address and account number of the originator.

For each check or other debit indicated, provide a copy of both sides of the document. If the money was transferred to another account, provide the name, address and account number of the beneficiary.

For each wire transfer or electronic transaction, provide the identity of both the originator and the beneficiary of the transaction. If the money was transferred to/from another account, provide the name, address and account number of the originator/beneficiary.

For each transaction marked as counter debit, cash withdrawal or withdrawal, provide the negotiated copy of the cashier's check, official bank check, money order or other financial instrument that was purchased. If the money was transferred to another account provide the name, address and account number of the beneficiary. If cash was withdrawn provide the Currency Transaction Report or the Suspicious Activity Report, if any, along with the cash out ticket for the transaction.

Provide the Teller's Journal for each transaction.

For any bill paying service provided, provide a listing of all payees, their addresses and routing and account numbers. Provide for each transaction, debit or credit, the payee, routing number, account number, and the date and amount of the transaction.

4. Documentation supporting all loan accounts in the name of the above named persons or entities including but not limited to, loan applications, signed loan agreements, financial statements submitted, employment verifications, a description of any collateral given and an analysis of activity in the loan accounts.

5. Documentation supporting any and all safe deposit boxes rented by the above persons or entities, including but not limited to original contract and entry tickets.

6. All correspondence with the persons or entities named above.

7. Any and all documents pertaining to the above accounts including but not limited to such things as copies of cashier's checks and wire transfer offsets.

BEFORE COMPLYING WITH ITEM #3 ABOVE, PLEASE SUBMIT COPIES OF THE BANK STATEMENTS ONLY. THESE WILL BE MARKED TO IDENTIFY THE SPECIFIC DOCUMENTS REQUIRED.

Business Market Rate Savings

Account number: [redacted]4100 ■ November 1, 2010 - November 30, 2010 ■ Page 1 of 3

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

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

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

Your Business and Wells Fargo

Wells Fargo offers business owners a full-service payroll solution with payroll processing, reporting, and tax services. That means you can spend less time working in your business and more time growing your business. And now, enjoy the convenience of processing your payroll online. Online payroll from the online banking leader. For more information, visit wellsfargo.com/biz/payroll or call us at 1-800-421-4714.

Activity summary

Beginning balance on 11/1	$29,437.57
Deposits/Credits	0.98
Withdrawals/Debits	- 28,516.52
Ending balance on 11/30	**$922.03**
Average ledger balance this period	$7,989.64

Account number: [redacted]4100
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply

For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.98
Average collected balance	$7,989.64
Annual percentage yield earned	0.15%
Interest earned this statement period	$0.98
Interest paid this year	$17.95

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/1	Withdrawal Made In A Branch/Store		5,000.00	
11/1	* Online Transfer Ref #lbeqkvlq3N to Business Market Rate Savings xxxxx6764 on 11/01/10		4,437.57	20,000.00
11/4	* Overdraft Protection to [redacted]1590		178.95	

ACC000461
FILE #8302

EXHIBIT
S-46
ADMITTED

(38)
Sheet Seq = 0068097
Sheet 00001 of 00002

WELLS FARGO

Transaction history (continued)

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/4	Withdrawal Made In A Branch/Store		2,100.00	17,721.05
11/8	* Online Transfer Ref #lbe29K3563 to Business Market Rate Savings xxxxxx6764 on 11/08/10		10,000.00	7,721.05
11/18	* Online Transfer Ref #lbexd33Ypq to Checking xxxxxx5701 on 11/18/10		2,500.00	5,221.05
11/22	Withdrawal Made In A Branch/Store		2,000.00	
11/22	Withdrawal Made In A Branch/Store		1,000.00	2,221.05
11/24	Withdrawal Made In A Branch/Store		1,300.00	921.05
11/30	Interest Payment	0.98		922.03
Ending balance on 11/30				**922.03**
Totals		**$0.98**	**$28,516.52**	

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

* *Indicates transactions that count toward Federal Reserve Board Regulation D limits. Please refer to your Account Agreement for complete details of the federally-mandated transaction limits for savings accounts.*

WELLS FARGO

General statement policies for Wells Fargo Bank

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

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

Account Balance Calculation Worksheet

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

ENTER

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

ADD

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

. . . . **TOTAL** $ ____________

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . **TOTAL** $ ____________

SUBTRACT

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

CALCULATE THE ENDING BALANCE

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

Number	Items Outstanding	Amount

Total amount $ ____________

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ACC000463
FILE #8302

Sheet Seq = 0068098
Sheet 00002 of 00002

Business Market Rate Savings

Account number: [redacted]4100 ■ October 1, 2010 - October 31, 2010 ■ Page 1 of 3

OUT OF THE BLUE PROCESSORS LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

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

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

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✓ IMPORTANT ACCOUNT INFORMATION

New IRS requirement: Most businesses currently using paper Federal Tax Deposit (FTD) coupons to make tax deposits must arrange to make those deposits electronically, effective January 1, 2011. Accordingly, we will stop accepting FTD coupons as early as November 2010 in some areas; contact your local branch for details. For more information about this change or tax payment options available to you, please contact your tax advisor or visit IRS.gov.

Activity summary

Beginning balance on 10/1	$45,556.80
Deposits/Credits	49,548.77
Withdrawals/Debits	- 65,670.00
Ending balance on 10/31	**$29,437.57**
Average ledger balance this period	$51,609.21

Account number: [redacted]4100
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$5.77
Average collected balance	$45,288.05
Annual percentage yield earned	0.15%
Interest earned this statement period	$5.77
Interest paid this year	$16.97

ACC000464
FILE #8302

(38) Ins =2
Sheet Seq = 0102587
Sheet 00001 of 00003

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/1	Deposit Made In A Branch/Store	49,543.00		95,101.80
10/4	* Online Transfer Ref #lbeqkqqxt5 to Business Market Rate Savings xxxxxx6764 on 10/04/10		5,000.00	
10/4	Withdrawal Made In A Branch/Store		4,000.00	86,101.80
10/7	Withdrawal Made In A Branch/Store		30,000.00	56,101.80
10/15	Bank Originated Debit		5,000.00	51,101.80
10/19	Withdrawal Made In A Branch/Store		18,750.00	32,351.80
10/26	Wire Trans Svc Charge - Sequence: 101026059453 Srf# 0000789298146779 Trn#101026059453 Rfb#		20.00	
10/26	* WT Fed#09489 Bank of America, N /Ftr/Bnf=Ogbugo K Ukhoa Srf# 0000789298146779 Trn#101026059453 Rfb#		2,900.00	29,431.80
10/29	Interest Payment	5.77		29,437.57
Ending balance on 10/31				**29,437.57**
Totals		**$49,548.77**	**$65,670.00**	

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

* *Indicates transactions that count toward Federal Reserve Board Regulation D limits. Please refer to your Account Agreement for complete details of the federally-mandated transaction limits for savings accounts.*

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Deposited Items	1	20	0	0.50	0.00
Total service charges					**$0.00**

Read the latest updates about the integration efforts underway between Wells Fargo and Wachovia. Visit wellsfargo.com/wachovia/news.

Order Gift Cards Early and Save: Shipping fees waived on all bulk orders of 25 or more Wells Fargo Visa Gift Cards purchased between 10/26/10 - 11/23/10. Go to wellsfargo.com/giftcard/bulkorders to order now.

General statement policies for Wells Fargo Bank

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

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

Account Balance Calculation Worksheet

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

ENTER

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

ADD

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

$ ____________
$ ____________
$ ____________
+ $ ____________

.... TOTAL $ ____________

CALCULATE THE SUBTOTAL

(Add Parts A and B)

.... TOTAL $ ____________

SUBTRACT

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

CALCULATE THE ENDING BALANCE

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

Number	Items Outstanding	Amount
	Total amount $	

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Business Market Rate Savings

Account number: [redacted]4100 ■ September 1, 2010 - September 30, 2010 ■ Page 1 of 3

OUT OF THE BLUE PROCESSORS LLC
22511 N 77TH PL
SCOTTSDALE AZ 85255-4831

Questions?

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

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

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Activity summary

Beginning balance on 9/1	$100,002.87
Deposits/Credits	8.33
Withdrawals/Debits	- 54,452.40
Ending balance on 9/30	**$45,558.80**
Average ledger balance this period	$67,542.44

Account number: [redacted]4100
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$8.33
Average collected balance	$67,542.44
Annual percentage yield earned	0.15%
Interest earned this statement period	$8.33
Interest paid this year	$11.20

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
9/7	* Online Transfer Ref #lbejrhwxny to Checking xxxxxx5701 on 09/06/10		7,500.00	92,502.87
9/9	* Online Transfer Ref #lbe298Qpim to Business Market Rate Savings USAA CC Pymt		15,000.00	
9/9	* Online Transfer Ref #lbexcq82Zs to Checking xxxxxx5701 on 09/08/10		10,000.00	67,502.87
9/10	Withdrawal Made In A Branch/Store		3,000.00	64,502.87

ACC000467
FILE #8302

(38)
Sheet Seq = 0099630
Sheet 00001 of 00003

WELLS FARGO

Transaction history (continued)

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
9/16	* Overdraft Protection to [redacted]1590		7,399.20	57,103.67
9/24	* Overdraft Protection to [redacted]1590		4,053.20	53,050.47
9/27	* Online Transfer Ref #lbe56Djkvy to Business Market Rate Savings xxxxxx6764 on 09/27/10		7,500.00	45,550.47
9/30	Interest Payment	8.33		45,558.80
Ending balance on 9/30				**45,558.80**
Totals		**$8.33**	**$54,452.40**	

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

* *Indicates transactions that count toward Federal Reserve Board Regulation D limits. Please refer to your Account Agreement for complete details of the federally-mandated transaction limits for savings accounts.*

WELLS FARGO

General statement policies for Wells Fargo Bank

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

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

Account Balance Calculation Worksheet

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

ENTER

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

ADD

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

. . . . TOTAL $ ____________

CALCULATE THE SUBTOTAL
(Add Parts A and B)

. . . . TOTAL $ ____________

SUBTRACT

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

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

Number	Items Outstanding	Amount

Total amount $ ____________

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Business Market Rate Savings

Account number: [redacted]4100 ■ August 25, 2010 - August 31, 2010 ■ Page 1 of 3

OUT OF THE BLUE PROCESSORS LLC
22511 N 77TH PL
SCOTTSDALE AZ 85255-4831

Questions?

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

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
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Your Business and Wells Fargo

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

Activity summary

Beginning balance on 8/25	$0.00
Deposits/Credits	100,002.87
Withdrawals/Debits	- 0.00
Ending balance on 8/31	**$100,002.87**
Average ledger balance this period	$100,000.00

Account number: [redacted]4100
OUT OF THE BLUE PROCESSORS LLC
Arizona account terms and conditions apply

For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$2.87
Average collected balance	$100,000.00
Annual percentage yield earned	0.15%
Interest earned this statement period	$2.87
Interest paid this year	$2.87

ACC000470
FILE #8302

(38)
Sheet Seq = 0098127
Sheet 00001 of 00003

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
8/25	Checking Opening Deposit	100,000.00		100,000.00
8/31	Interest Payment	2.87		100,002.87
Ending balance on 8/31				**100,002.87**
Totals		**$100,002.87**	**$0.00**	

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

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Deposited items	2	20	0	0.50	0.00
Total service charges					**$0.00**

WELLS FARGO

General statement policies for Wells Fargo Bank

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

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

ENTER

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

ADD

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

.... TOTAL $ ____________

CALCULATE THE SUBTOTAL
(Add Parts A and B)

.... TOTAL $ ____________

SUBTRACT

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

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

Number	Items Outstanding	Amount
	Total amount $	

©2010 Wells Fargo Bank, N.A. All rights reserved. Member FDIC.

ACC000472
FILE #8302

Sheet Seq = 0098129
Sheet 00003 of 00003

Legal Order Processing
P.O. BOX 29728 MAC# S3928-020
Phoenix, AZ 85038-9728
Voice: (480) 724-2000

DECLARATION FOR RECORDS OF REGULARLY CONDUCTED BUSINESS ACTIVITY

Re: Subpoena	**Our Reference #: 4442295**
Agency Case #: 8302	**Date Served: 08/31/2012**
Banking Entity: Wells Fargo Bank, N.A. (the "Bank")	

I, **Trina Kollasch**, declare that I am employed by Wells Fargo Bank, N. A., in the Subpoena Processing Department and the Bank's designated duly authorized Custodian of Records for documents and/or information produced under the above referenced legal order. The Bank reserves its right to designate another Custodian as it deems appropriate in the event an actual appearance is required concerning the records produced herein. I certify the authenticity of the records produced herewith and that they were:

A) Made at or near the time of the occurrence, condition or event of the matters set forth by, or from information transmitted by, a person with knowledge of those matters.

B) Kept in the course of regularly conducted activity.

C) Made by the regularly conducted activity as a regular practice, by the personnel of the business.

The identities of the records produced herewith are as follows:

☐ Signature Card(s) ☐ Statement(s) ☐ Cashiers' Check(s)

☒ Deposit(s)/Credit(s) ☒ Check(s)/Withdrawal(s) ☐ Wire Transfer(s)

☒ Other: (1) Cash declaration.

Records necessary for compliance may have been limited as indicated below:

☐ The Bank **does not possess any of the records** as described in the above referenced legal order.

☒ The enclosed records are true copies of bank records. This constitutes **final** production, unless notified otherwise.

☐ The enclosed records are true copies of bank records. This submission constitutes **only part** of the records in the custodian's possession as described in the above referenced legal order.

☐ The Bank has received notification that **no further production is required.** File closed.

☐ Compliance with the above referenced legal order was **limited to the following** through agreement with the requesting party:

☐ The Bank is **unable to provide the following records** as described in the above referenced legal order:

Microfilm copies of requested transactions may be missing for the following reasons: Item(s) not on film, Film fogged, blank, black, damaged, destroyed or not available, item(s) piggy-backed on film, electronic transaction(s), or other reasons that may prevent the Bank from completing a thorough search of records. The Bank, generally and routinely, destroys records in accordance with its standards for records retention and destruction. The Bank's Legal Group will direct compliance for various types of loan information, and other non-depository information subject to the above referenced legal order.

EXHIBIT
S-47
ADMITTED

Legal Order Processing
P.O. BOX 29728 MAC# S3928-020
Phoenix, AZ 85038-9728
Voice: (480) 724-2000

Our Reference #: 4442295

I am familiar with the **mode of preparation** of the enclosed records. They were prepared as follows:

☐ Signature Card(s): The customer(s) whose name appears on the signature card/account application and agreement form submitted the form to the Bank requesting checking and/or savings account(s). The customer(s) submitted personal and financial information which were relied upon by the Bank. The customer(s) signed the form. The Bank opened the savings and/or checking account(s) listed on the signature card. The signature card was stored at and retrieved from the Bank's designated retention site(s).

☐ Check(s): The check(s) drawn on the customer(s) account(s) were presented to the Bank and paid. During the process of paying the check(s), a microfilm image of the front and back of the check(s) is taken in the sequence the check(s) is processed by the Bank. The microfilm/fiche is then stored in the Bank's secured facilities. In response to this legal order, the Bank retrieved the microfilm reel/fiche and produced an image of the check(s).

☒ Withdrawal Slip(s)/Deposit(s): The withdrawal(s) (as evidenced by a withdrawal slip) made by customer at a teller window and all deposits made either at a teller window or through an ATM are processed by the Bank at designated central processing centers. When the transaction is processed, a microfilm/fiche image of the front and back of the item is taken in the sequence the item is processed by the Bank. The microfilm/fiche is then stored in the Bank's secured facilities. In response to this legal order, the Bank retrieved the microfilm reel/fiche and produced an image of the withdrawal slip(s)/deposit(s).

☐ Statement(s): Each monthly statement was prepared immediately after the closing date of the monthly account cycle as indicated on the statement(s). The statement(s) accurately reflects all debit entries (checks, point of sale, ATM, teller withdrawals, fees, etc.) and credits (deposits, etc.) which occurred on the account(s) during the monthly account cycle.

☐ Other: Original records were prepared or received at or near the time of their creation and were stored by the Bank in the ordinary course of business. Upon receipt of this subpoena, we searched and retrieved the original records and prepared a true and correct copy using generally accepted photocopying techniques.

I declare under penalty of perjury under the law(s) of the state of Arizona that the foregoing is true and correct according to my knowledge and belief. Executed on this 28th day of November, 2012, in the City of Chandler, State of Arizona.

Irina Kollasch

Subpoena Processing Representative (480) 724-2000

Microfilm copies of requested transactions may be missing for the following reasons: Item(s) not on film, Film fogged, blank, black, damaged, destroyed or not available, item(s) piggy-backed on film, electronic transaction(s), or other reasons that may prevent the Bank from completing a thorough search of records. The Bank, generally and routinely, destroys records in accordance with its standards for records retention and destruction. The Bank's Legal Group will direct compliance for various types of loan information, and other non-depository information subject to the above referenced legal order.

4442295

SUBPOENA

SECURITIES DIVISION
ARIZONA CORPORATION COMMISSION

08-31-12 A10:41 IN

TO: Custodian of Records
Wells Fargo Bank, N.A.
Subpoena Processing Dept.
MAC S4101-156, P.O. Box 29728
Phoenix, AZ 85038

In the matter of

Out of the Blue Processors, Inc., file #8302

involving possible violations of the Securities Act and/or Investment Management Act of Arizona

PURSUANT TO A.R.S. § 44-1823 AND A.R.S. § 44-3133, YOU ARE HEREBY REQUIRED to appear before **Annalisa Weiss** of the Securities Division of the Arizona Corporation Commission at 1300 West Washington, Third Floor, Phoenix, Arizona 85007, on the **28th day of September, 2012 at 10 o'clock AM,** to PRODUCE THE DOCUMENTS SPECIFIED IN EXHIBIT "A", which is attached and incorporated by reference.

The seal of the Arizona Corporation Commission is affixed hereto, and the undersigned, a member of said Arizona Corporation Commission, or an officer designated by it, has set his hand at Phoenix, Arizona this 30th day of August, 2012.

Mark Dinell
Assistant Director
Securities Division

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, as well as request this document in an alternative format, by contacting Shaylin A. Bernal, Executive Assistant to the Executive Director, voice phone number (602) 542-3931, e-mail sabernal@azcc.gov. Requests should be made as early as possible to allow time to arrange the accommodation.

Pursuant to A.R.S. § 44-1825 and A.R.S. § 44-3134, failure to comply with this subpoena may result in the application for a finding of contempt.

Pursuant to A.A.C. R14-4-304, any person required to appear at a formal interview may be represented by legal counsel.

EXHIBIT "A"

For the period from May 2008, to November 2011 the present:

1. Bank statements for any and all accounts, whether open or closed, for:

   a. Account #[redacted]1590
   b. Account #[redacted]4100
   c. Account #[redacted]1566
   d. Account #[redacted]6764

2. Signature cards and Know Your Customer file for the above accounts whether signed on a date within the range identified above or on any prior date that result in the signature cards being in force during the date range identified above.

3. Documents supporting all deposits to and withdrawals from the above accounts.

For each deposit, provide a copy of the deposit slip and both sides of all offsets. If the money was transferred from another account, provide the name, address and account number of the originator.

For each check or other debit indicated, provide a copy of both sides of the document. If the money was transferred to another account, provide the name, address and account number of the beneficiary.

For each wire transfer or electronic transaction, provide the identity of both the originator and the beneficiary of the transaction. If the money was transferred to/from another account, provide the name, address and account number of the originator/beneficiary.

For each transaction marked as counter debit, cash withdrawal or withdrawal, provide the negotiated copy of the cashier's check, official bank check, money order or other financial instrument that was purchased. If the money was transferred to another account provide the name, address and account number of the beneficiary. If cash was withdrawn provide the Currency Transaction Report or the Suspicious Activity Report, if any, along with the cash out ticket for the transaction.

Provide the Teller's Journal for each transaction.

For any bill paying service provided, provide a listing of all payees, their addresses and routing and account numbers. Provide for each transaction, debit or credit, the payee, routing number, account number, and the date and amount of the transaction.

4. Documentation supporting all loan accounts in the name of the above named persons or entities including but not limited to, loan applications, signed loan agreements, financial statements submitted, employment verifications, a description of any collateral given and an analysis of activity in the loan accounts.

5. Documentation supporting any and all safe deposit boxes rented by the above persons or entities, including but not limited to original contract and entry tickets.

6. All correspondence with the persons or entities named above.

7. Any and all documents pertaining to the above accounts including but not limited to such things as copies of cashier's checks and wire transfer offsets.

BEFORE COMPLYING WITH ITEM #3 ABOVE, PLEASE SUBMIT COPIES OF THE BANK STATEMENTS ONLY. THESE WILL BE MARKED TO IDENTIFY THE SPECIFIC DOCUMENTS REQUIRED.

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Ca
VIEWPOINTE	20100825	-	12210527	[redacted]4100	000050	100,000.00	4630212025	

NEW ACCOUNT DEPOSIT

FOR DEPOSIT TO THE ACCOUNT OF

NAME Out of the Blue Processors

ADDRESS

CITY STATE ZIP

DATE

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT. DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

☐ CURRENCY ▶

☐ COIN ▶

CHECKS 100,000.00

TOTAL FROM REVERSE ▶

$100,000.00 08/25/10 06:12PM
04 00789 064007 $ 100,000.00
RT 503800396 AC [redacted]4100

⑆503800503⑆ [redacted]4100⑈

ADDITIONAL CHECK LISTING SPACE

LIST CHECKS

DOLLARS

CENTS

THIS TOTAL MUST BE ENTERED ON OTHER SIDE $

CURRENCY COUNT - FOR FINANCIAL USE ONLY

x 1's	
x 2's	
x 5's	
x 10's	
x 20's	
x 50's	
x 100's	
TOTAL $	

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EXHIBIT
S-48
ADMITTED

ACC000651
FILE #8302

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Ca
VIEWPOINTE	20100825	3762	12210527	[redacted]4889	000060	50,000.00	4630212026	

SYLVIA ANDERSON
[redacted] AZ [redacted]

3762
91-527/1221 131
6001204889

8/25/10
Date

Pay to the Order of Out of the Blue Processors, LLC $50,000 00/100
Fifty thousand and no/100 Dollars

Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

For EBO Sylvia Anderson Sylvia J. Anderson

⑆122105278⑆ [redacted]4889⑈ 03762

AMERICA THE BEAUTIFUL

CREDITED TO THE ACCOUNT OF
WITHIN NAMED PAYEE
LACK OF ENDORSEMENT GUARANTEED
WELLS FARGO BANK, N.A.
AU 00789

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Security Features exceed industry standards and include:
- The patented Security Weave pattern on the back designed to deter check fraud (it's Paper No. 5,518,199)
- Microprint LMP fibers printed on front and back
- The words "ORIGINAL DOCUMENT" clearly appear across the back
- Padlock icon visible on front and back

Do not cash if:
- Any of the features listed above are missing or appear altered
- Furniture line on back looks pink or has disappeared
- Brown stains and colored spots appear on both front and back
- The word "VOID" appears clearly to the right of this message

Copyright © 2002-06 Wells Fargo & Company. All rights reserved.

ACC000652
FILE #8302

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Ca
VIEWPOINTE	20100825	4228	12210527	[redacted]4880	000060	50,000.00	4630212027	

PAR
[redacted] AZ [redacted]

4228
91-527/1221 131
6001404880

Pin ___ Type ___ Issue/Exp ___ Tkn ___ Dep Only ___ Hist ___ Date 08/25/10

Pay to the Order of Out of the Blue Proc[illegible], LLC $ 50,000 00/00

Fifty thousand Dollars

Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

For FOB Patrick Riddle Patricia A. Riddle MP

⑆122105278⑆ [redacted]4880⑈ 04228

CREDITED TO THE ACCOUNT OF
WITHIN NAMED PAYEE
LACK OF ENDORSEMENT GUARANTEED
WELLS FARGO BANK, N.A.
AU 00789
AU 00789

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Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Ca
VIEWPOINTE	20101001	237211907	12210527	[redacted]4100	000037	49,543.00	4530763113	

Deposit:

(Check One) ☐ Checking ☑ Savings ☐ Money Market Access

Checking, Savings, Money Market Access account number

*[redacted]4100 — Date 10-1-10

Please print: Name
OUT OF THE BLUE PROCESSORS LLC

Please print: Street Address, City, State, Zip Code
22511 N. 77TH PL SCOTTSDALE, AZ 85255

Deposits may not be available for immediate withdrawal. See Delayed posting information on reverse.*

Cash

Total Checks (include total from other side) 49543.—

Subtotal

Minus cash back

Total $ 49543.00

Please sign in teller's presence for cash received. Two forms of ID may be required for cash back transactions.

X

Bank Use Only (When SVT is Not Available) TLR6697 (06/09) WF0117 10237782

Customer Id:	Exp. date:	Token Verified (✓) ☐	Approval:

⑈237211907⑈ ⑆500000377⑆

$49,543.00 10/01/10 05:04PM
03 00789 1090129
PT 503800396 AC [redacted]4100

Wells Public Use When Blank and Wells Fargo Confidential When Completed

CHECKS

AMOUNT

TOTAL CHECKS

ENTER THIS TOTAL ON FRONT

CASH COUNT FOR BANK USE

X 100
X 50
X 20
X 10
X 5
X 2
X 1

TOTAL $

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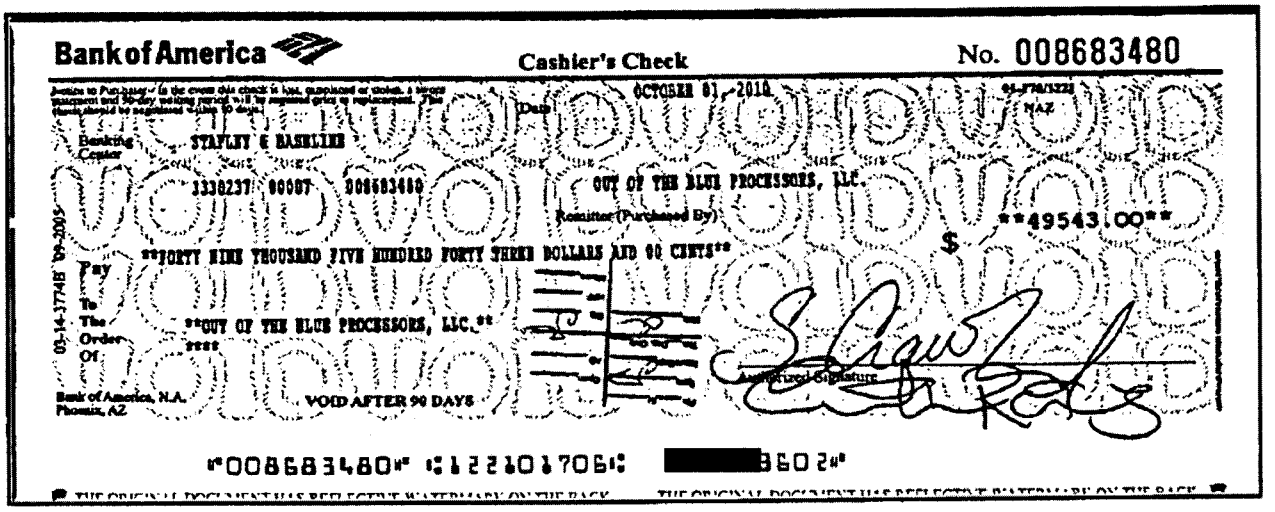
EXHIBIT
S-49
ADMITTED

ACC000649
FILE #8302

11/16/2012

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Ca
VIEWPOINTE	20101001	8683480	12210170	[redacted]3602	000000	49,543.00	4530763115	



Bank of America

Cashier's Check

No. 008683480

Date OCTOBER 01, 2010

Banking Center STAFLEY & BASELINE

3330237 00007 008683480

OUT OF THE BLUE PROCESSORS, LLC.

Remitter (Purchased By)

49543.00

$

Pay To The Order Of **FORTY NINE THOUSAND FIVE HUNDRED FORTY THREE DOLLARS AND 00 CENTS**

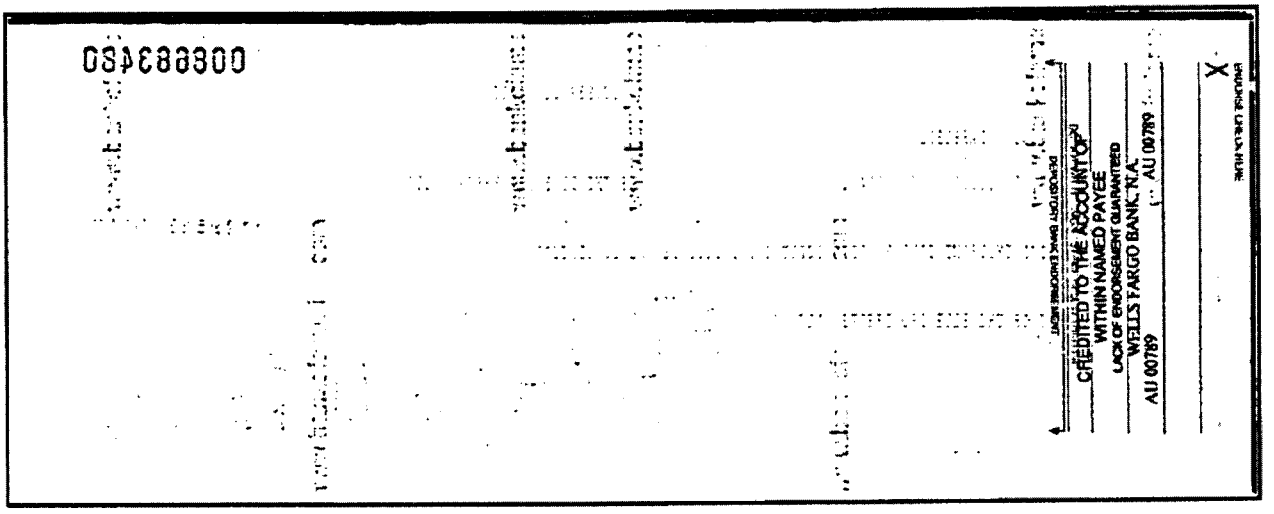
OUT OF THE BLUE PROCESSORS, LLC.

Authorized Signature

Bank of America, N.A.
Phoenix, AZ

VOID AFTER 90 DAYS

⑈008683480⑈ ⑆122101706⑆ [redacted]3602⑈



CREDITED TO THE ACCOUNT OF
WITHIN NAMED PAYEE
LACK OF ENDORSEMENT GUARANTEED
WELLS FARGO BANK, N.A.
AU 00789

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Bank of America
Legal Order Processing
CA9-705-05-19
PO BOX 3609
Los Angeles, CA 90051

Bank of America

June 04, 2013

ARIZONA CORPORATION COMMISSION
ANNALISA WEISS
1300 WEST WASHINGTON, THIRD FLOOR
PHOENIX, AZ 85007

RE: Reference # L020513000512
Case: Mark Steiner
Customer Name:

Enclosed are documents requested in the Subpoena issued in the above case.

This shipment represents a partial production. Per my voice mail on June 04, 2013, additional documents will be forwarded under a separate cover.

Please contact me as soon as possible at the number listed below if you have any questions.

Legal Order Processing
213-580-0701

Please contact me as soon as possible at the number listed below and let me know if further research is necessary.

Legal Order Processing
213-580-0701
882X

EXHIBIT
S-50
ADMITTED

ACC002243
FILE #8302

Recycled Paper

00-14-2427B 02-2005

Bank of America
Legal Order Processing
CA9-705-05-19
PO BOX 3609
Los Angeles, CA 90051

June 04, 2013

ARIZONA CORPORATION COMMISSION
ANNALISA WEISS
1300 WEST WASHINGTON, THIRD FLOOR
PHOENIX, AZ 85007

RE: Reference # L020513000512
Case: Mark Steiner
Name:

I, Blanca Gomez, declare that I am employed by Bank of America N. A. in the subpoena processing department and the Bank's designated duly authorized Custodian of Records for documents and/or information produced under the referenced legal order. The Bank reserves the right to designate another Custodian as it deems appropriate in the event an actual appearance is required concerning the records produced herein. I certify the authenticity of the records produced herewith and that they were:

a) Made at or near the time of the occurrence, condition or event of the matters set forth by, or from information transmitted by, a person with knowledge of those matters.
b) Kept in the course of regularly conducted activity.
c) Made by the regularly conducted activity as a regular practice, by the personnel of the business.

The identity of the records produced is as follows:

- Deposits, Offsets, Checks, Teller Transfer, Wires Transfer, Cashier's Checks and Offsets, in the name of Out of The Blue Processors, LLC for account number ending 5547 for the time period of 03/01/08 to 10/31/10.

The enclosed records are true copies of bank records in the custodian's possession as described in the referenced legal order. I am familiar with the mode of preparation of the enclosed records and they are prepared as follows:

CHECKS: the checks drawn on the customer's account were presented to the Bank. While processing the item, an image of the front and back of the item was taken in the sequence the item was processed. The Bank stored the image in a secure environment. In response to this subpoena/legal order, the Bank retrieved and produced an image of the check.

DEPOSITS: Deposits are processed by the Bank at a central processing center. When the transaction was processed, a microfilm image of the front and back of the item was taken in the sequence the transaction was processed. The Bank stored the microfilm in a secure facility. In response to this subpoena/legal order, the Bank retrieved the microfilm reel and produced an image of the item.

OTHER: Original records were prepared or received at or near the time of their creation and were stored by the Bank in the ordinary course of business. Upon receipt of this subpoena, the Bank searched and retrieved the original records and prepared a true and correct copy, using generally accepted photocopying techniques.

MISSING ITEMS: Copies of requested transactions may be missing for the following reasons: Item is not on film; item is fogged, blank, black, damaged, destroyed or not available; item is covered by another item; transaction relates to an electronic transaction; or there are other reasons that prevent the Bank from completing a thorough search of records or producing the record(s).

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 4 day of June, 2013, in the city of Los Angeles, in the State of CA.

Should you need to forward any additional correspondence to us regarding this matter, please direct it to the address noted above. When contacting the Bank regarding this Subpoena, please use the Reference # L020513000512.

Blanca Gomez
SR Operations Representative
CA - Legal Order Processing
213-580-0701
882X

State Of California)
)
County Of Los Angeles)

Jennifer Long, Notary Public

On June 4, 2013 before me, _____, personally appeared Blanca Gomez who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JENNIFER LONG
COMM. # 1903227
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires
September 6, 2014

Place Notary Seal Above

Signature of Notary Public

ACC002245
FILE #8302

SUBPOENA

SECURITIES DIVISION
ARIZONA CORPORATION COMMISSION

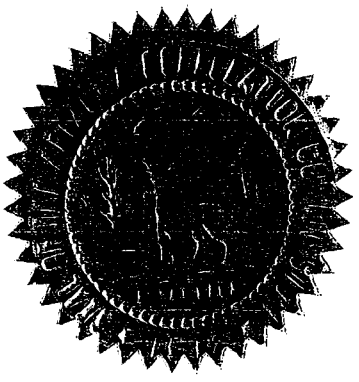
TO: Custodian of Records
Bank of America, N.A.
Subpoena Processing #5473
Mail Code CA9-705-05-19
P.O. Box 3609
Los Angeles, CA 90051

In the matter of

Out of the Blue Processors, Inc., File #8302

involving possible violations of the Securities Act and/or Investment Management Act of Arizona

PURSUANT TO A.R.S. § 44-1823 AND A.R.S. § 44-3133, YOU ARE HEREBY REQUIRED to appear before **Annalisa Weiss** of the Securities Division of the Arizona Corporation Commission at 1300 West Washington, Third Floor, Phoenix, Arizona 85007, on the **18th day of February, 2013 at 10 o'clock AM**, to PRODUCE THE DOCUMENTS SPECIFIED IN EXHIBIT "A", which is attached and incorporated by reference.



The seal of the Arizona Corporation Commission is affixed hereto, and the undersigned, a member of said Arizona Corporation Commission, or an officer designated by it, has set her hand at Phoenix, Arizona this 29th day of January, 2013.

Julie Coleman
Chief Counsel of Enforcement
Securities Division

Information and documents obtained by the Securities Division in the course of an investigation are confidential, unless made a matter of public record. The Securities Division may disclose the information or documents to a county attorney, the attorney general, a United States Attorney, or to law enforcement or regulatory officials to be used in any administrative, civil, or criminal proceeding. You may, in accordance with the rights guaranteed to you by the Fifth Amendment of the Constitution of the United States, refuse to give any information that might establish a direct link in a chain of evidence leading to your criminal conviction.

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, as well as request this document in an alternative format, by contacting Shaylin A. Bernal, Executive Assistant to the Executive Director, voice phone number (602) 542-3931, e-mail sabernal@azcc.gov. Requests should be made as early as possible to allow time to arrange the accommodation.

Pursuant to A.R.S. § 44-1825 and A.R.S. § 44-3134, failure to comply with this subpoena may result in the application for a finding of contempt.

Pursuant to A.A.C. R14-4-304, any person required to appear at a formal interview may be represented by legal counsel.

L020513000512

SUBPOENA

SECURITIES DIVISION
ARIZONA CORPORATION COMMISSION

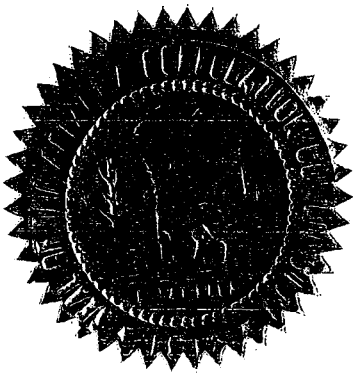
TO: **Custodian of Records**
Bank of America, N.A.
Subpoena Processing #5473
Mail Code CA9-705-05-19
P.O. Box 3609
Los Angeles, CA 90051

In the matter of

Out of the Blue Processors, Inc., File #8302

involving possible violations of the Securities Act and/or Investment Management Act of Arizona

PURSUANT TO A.R.S. § 44-1823 AND A.R.S. § 44-3133, YOU ARE HEREBY REQUIRED to appear before **Annalisa Weiss** of the Securities Division of the Arizona Corporation Commission at 1300 West Washington, Third Floor, Phoenix, Arizona 85007, on the **18th day of February, 2013 at 10 o'clock AM**, to PRODUCE THE DOCUMENTS SPECIFIED IN EXHIBIT "A", which is attached and incorporated by reference.



The seal of the Arizona Corporation Commission is affixed hereto, and the undersigned, a member of said Arizona Corporation Commission, or an officer designated by it, has set her hand at Phoenix, Arizona this 29th day of January, 2013.

Julie Coleman
Chief Counsel of Enforcement
Securities Division

Information and documents obtained by the Securities Division in the course of an investigation are confidential, unless made a matter of public record. The Securities Division may disclose the information or documents to a county attorney, the attorney general, a United States Attorney, or to law enforcement or regulatory officials to be used in any administrative, civil, or criminal proceeding. You may, in accordance with the rights guaranteed to you by the Fifth Amendment of the Constitution of the United States, refuse to give any information that might establish a direct link in a chain of evidence leading to your criminal conviction.

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, as well as request this document in an alternative format, by contacting Shaylin A. Bernal, Executive Assistant to the Executive Director, voice phone number (602) 542-3931, e-mail sabernal@azcc.gov. Requests should be made as early as possible to allow time to arrange the accommodation.

Pursuant to A.R.S. § 44-1825 and A.R.S. § 44-3134, failure to comply with this subpoena may result in the application for a finding of contempt.

Pursuant to A.A.C. R14-4-304, any person required to appear at a formal interview may be represented by legal counsel.

L020513000512

Amount: $49,543.00
Account: [redacted]3602
Bank Number: 54086010

Sequence Number: 3250699554
Capture Date: 10/01/2010
Check Number: 8683480

CREDIT - Cashier's Check Outstanding

No. 008683480

Notice to Purchaser - In the event this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Date OCTOBER 01, 2010

91-170/1221
NAZ

Banking Center STAPLEY & BASELINE

3330237 00007 008683480 OUT OF THE BLUE PROCESSORS, LLC.

Remitter (Purchased By)

49543.00

03-14-3774B 09-2005

Pay **FORTY NINE THOUSAND FIVE HUNDRED FORTY THREE DOLLARS AND 00 ** $

To The Order Of **OUT OF THE BLUE PROCESSORS, LLC.** ****

Non-Negotiable

Authorized Signature

Credit Copy

Bank of America, N.A.
Phoenix, AZ

VOID AFTER 90 DAYS

⑈008683480⑈ ⑆540860108⑆ [redacted]3602⑈ 5⑈0004954300⑈

BANK OF AMERICA,NA TPE
⑆122000661⑆ E3477 12 P03
10/01/10
3250699554

Trán 00054 10/01/2010 10:54 NAZ
R/T# 540860137 CC 3330237 Tlr 00007
Account [redacted]5547
Document # 8683480
Official Check Sale $49,543.00
CKC#AZ********** 08/14

ACC002278
FILE #8302

EXHIBIT
S-51
ADMITTED

Amount:	$49,543.00	Sequence Number:	9792196927
Account:	[redacted]3602	Capture Date:	10/04/2010
Bank Number:	12210170	Check Number:	8683480

Bank of America — **Cashier's Check** — No. 008683480

Notice to Purchaser – In the event this check is lost, mutilated or stolen, a stress statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Date: OCTOBER 01, 2010 — 93-1780/1221 NAZ

Banking Center: STAPLEY & BASELINE

3330237 00007 008683480

OUT OF THE BLUE PROCESSORS, LLC.

Remitter (Purchased By)

Pay: **FORTY NINE THOUSAND FIVE HUNDRED FORTY THREE DOLLARS AND 00 CENTS** $ **49543.00**

To The Order Of: **OUT OF THE BLUE PROCESSORS, LLC.** ****

Authorized Signature

Bank of America, N.A. Phoenix, AZ — VOID AFTER 90 DAYS

03-14-3774B 09-2005

⑈008683480⑈ ⑆122101706⑆ [redacted]3602⑈

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK — THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK

008683480

DEPOSITORY BANK ENDORSEMENT

CREDITED TO THE ACCOUNT OF WITHIN NAMED PAYEE
LACK OF ENDORSEMENT GUARANTEED
WELLS FARGO BANK, N.A.
AU 00789

X

Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	Bank Name	Trunc Return Reason
10/04/2010	009792196927	121103886	Pay Bank	BANK OF AMERICA, NA	N
10/04/2010	000004530763115	091000019	Undetermined	WELLS FARGO BANK, NA	N
10/01/2010	000004530763115	122105278	Rtn Loc/BOFD	WELLS FARGO BANK, NA	Y

ACC002279
FILE #8302

Withdrawal

9480

WELLS FARGO

(Check One) ☐ Checking ☒ Savings ☐ Money Market Access

Checking, Savings, Money Market Access account number

* [redacted] 4100 Date 10/7/10

Pin ___ Type K Known Open ___ Issue/Exp ___ AD ___ Tin ___ Dep Only ___ Hist ___ Sig ___ HPP ___

Please print: Name Out of Blue

Please print: Street Address, City, State, Zip Code

I authorize this withdrawal and acknowledge receipt of the amount indicated below. Please sign in teller's presence. Two forms of ID may be required.

(X) [signature]

Wells Fargo Internal Use When Blank; Wells Fargo Confidential When Completed

thirty thousand ~~$30,000.00~~ $ 30000.00

Dollars

10/07/10 [illegible] AM Co00038

04 0000789 0005 085

RT 500000694 Acct [redacted] 4100

Bank Use Only (When SVT Is Not Available) TLF8586 (06/09) WF9115 10102919

Customer Id:	Exp. date:	Token Verified (✓) ☐	Approval:

⑈9480⑈ ⑆500000694⑆

REQUEST 00005215351000000 30000.00
ROLL ECIA 20101007 000006930872370
JOB ECIA P ACCT [redacted] 4100
REQUESTOR A099156
4946572 04/13/2012

Subpoena Processing West
S3928-020
Phoenix AZ 85038

EXHIBIT
S-52
ADMITTED

ACC000663
FILE #8302

Legal Order Processing
P.O. BOX 29728 MAC# S3928-020
Phoenix, AZ 85038-9728
Voice: (480) 724-2000

DECLARATION FOR RECORDS OF REGULARLY CONDUCTED BUSINESS ACTIVITY	
Re: Subpoena	**Our Reference #: 4442295**
Agency Case #: NONE	**Date Served: 8/31/12**
Banking Entity: Wells Fargo Bank, N.A. (the "Bank")	

I, **Lois Williams**, declare that I am employed by Wells Fargo Bank, N. A., in the Subpoena Processing Department and the Bank's designated duly authorized Custodian of Records for documents and/or information produced under the above referenced legal order. The Bank reserves its right to designate another Custodian as it deems appropriate in the event an actual appearance is required concerning the records produced herein. I certify the authenticity of the records produced herewith and that they were:

A) Made at or near the time of the occurrence, condition or event of the matters set forth by, or from information transmitted by, a person with knowledge of those matters.

B) Kept in the course of regularly conducted activity.

C) Made by the regularly conducted activity as a regular practice, by the personnel of the business.

The identities of the records produced herewith are as follows:

☐ Signature Card(s) ☐ Statement(s) ☒ Cashiers' Check(s)

☐ Deposit(s)/Credit(s) ☐ Check(s)/Withdrawal(s) ☐ Wire Transfer(s)

☒ Other: Cash Declaration (1)

Records necessary for compliance may have been limited as indicated below:

☐ The Bank **does not possess any of the records** as described in the above referenced legal order.

☒ The enclosed records are true copies of bank records. This constitutes **final** production, unless notified otherwise.

☐ The enclosed records are true copies of bank records. This submission constitutes **only part** of the records in the custodian's possession as described in the above referenced legal order.

☐ The Bank has received notification that **no further production is required.** File closed.

☐ Compliance with the above referenced legal order was **limited to the following** through agreement with the requesting party:

☐ The Bank is **unable to provide the following records** as described in the above referenced legal order:

Microfilm copies of requested transactions may be missing for the following reasons: Item(s) not on film, Film fogged, blank, black, damaged, destroyed or not available, item(s) piggy-backed on film, electronic transaction(s), or other reasons that may prevent the Bank from completing a thorough search of records. The Bank, generally and routinely, destroys records in accordance with its standards for records retention and destruction. The Bank's Legal Group will direct compliance for various types of loan information, and other non-depository information subject to the above referenced legal order.

EXHIBIT
S-53
ADMITTED

Legal Order Processing
P.O. BOX 29728 MAC# S3928-020
Phoenix, AZ 85038-9728
Voice: (480) 724-2000

Our Reference #: 4442295

I am familiar with the **mode of preparation** of the enclosed records. They were prepared as follows:

☐ Signature Card(s): The customer(s) whose name appears on the signature card/account application and agreement form submitted the form to the Bank requesting checking and/or savings account(s). The customer(s) submitted personal and financial information which were relied upon by the Bank. The customer(s) signed the form. The Bank opened the savings and/or checking account(s) listed on the signature card. The signature card was stored at and retrieved from the Bank's designated retention site(s).

☐ Check(s): The check(s) drawn on the customer(s) account(s) were presented to the Bank and paid. During the process of paying the check(s), a microfilm image of the front and back of the check(s) is taken in the sequence the check(s) is processed by the Bank. The microfilm/fiche is then stored in the Bank's secured facilities. In response to this legal order, the Bank retrieved the microfilm reel/fiche and produced an image of the check(s).

☐ Withdrawal Slip(s)/Deposit(s): The withdrawal(s) (as evidenced by a withdrawal slip) made by customer at a teller window and all deposits made either at a teller window or through an ATM are processed by the Bank at designated central processing centers. When the transaction is processed, a microfilm/fiche image of the front and back of the item is taken in the sequence the item is processed by the Bank. The microfilm/fiche is then stored in the Bank's secured facilities. In response to this legal order, the Bank retrieved the microfilm reel/fiche and produced an image of the withdrawal slip(s)/deposit(s).

☐ Statement(s): Each monthly statement was prepared immediately after the closing date of the monthly account cycle as indicated on the statement(s). The statement(s) accurately reflects all debit entries (checks, point of sale, ATM, teller withdrawals, fees, etc.) and credits (deposits, etc.) which occurred on the account(s) during the monthly account cycle.

☒ Other: Original records were prepared or received at or near the time of their creation and were stored by the Bank in the ordinary course of business. Upon receipt of this subpoena, we searched and retrieved the original records and prepared a true and correct copy using generally accepted photocopying techniques.

I declare under penalty of perjury under the law(s) of the state of Arizona that the foregoing is true and correct according to my knowledge and belief. Executed on this 13th day of February, 2013, in the City of Chandler, State of Arizona.

Subpoena Processing Representative (480) 724-2000

Microfilm copies of requested transactions may be missing for the following reasons: Item(s) not on film, Film fogged, blank, black, damaged, destroyed or not available, item(s) piggy-backed on film, electronic transaction(s), or other reasons that may prevent the Bank from completing a thorough search of records. The Bank, generally and routinely, destroys records in accordance with its standards for records retention and destruction. The Bank's Legal Group will direct compliance for various types of loan information, and other non-depository information subject to the above referenced legal order.

WELLS FARGO

Legal Order Processing
P.O. BOX 29728 MAC# S3928-020
Phoenix, AZ 85038-9728
Voice: (480) 724-2000

DECLARATION

Re: Subpoena	**Our Reference #: 4442295**
Agency Case #: None	**Date Served: 08/31/12**
Banking Entity: Wells Fargo Bank, N.A. (the "Bank")	

I, Monica Woodbeck, declare that I am employed by Wells Fargo Bank, N.A., in the Subpoena Processing Department and the Bank's designated duly authorized Custodian of Records for this matter, with the authority to certify the information provided herein. The Bank reserves its right to designate another Custodian as it deems appropriate in the event an actual appearance is required.

Account #: 8047414100. The following deposits consisted of all cash and /or cash and one or more checks (copy of checks provided under separate document production declaration):

Date	Total Amount	Cash Amount		Date	Total Amount	Cash Amount
11/24/2010	$1,300.00	$1,300.00		11/22/2010	$1,000.00	$1,000.00
11/22/2010	$2,000.00	$2,000.00		11/04/2010	$2,100.00	$2,100.00
11/01/2010	$5,000.00	$5,000.00		09/10/2010	$3,000.00	$3,000.00
10/04/2010	$4,000.00	$4,000.00		10/07/2010	$30,000.00	$30,000.00
10/15/2010	$5,000.00	$5,000.00				

I declare under penalty of perjury under the law(s) of the state of Arizona that the foregoing is true and correct according to my knowledge and belief. Executed on this 7th day of February, 2013, in the City of Chandler, State of Arizona.

Subpoena Processing Representative (480) 724-2000

4442295

SUBPOENA

SECURITIES DIVISION
ARIZONA CORPORATION COMMISSION

08-31-12 A10:41 IN

TO: Custodian of Records
Wells Fargo Bank, N.A.
Subpoena Processing Dept.
MAC S4101-156, P.O. Box 29728
Phoenix, AZ 85038

In the matter of

Out of the Blue Processors, Inc., file #8302

involving possible violations of the Securities Act and/or Investment Management Act of Arizona

PURSUANT TO A.R.S. § 44-1823 AND A.R.S. § 44-3133, YOU ARE HEREBY REQUIRED to appear before **Annalisa Weiss** of the Securities Division of the Arizona Corporation Commission at 1300 West Washington, Third Floor, Phoenix, Arizona 85007, on the **28th day of September, 2012 at 10 o'clock AM,** to PRODUCE THE DOCUMENTS SPECIFIED IN EXHIBIT "A", which is attached and incorporated by reference.

The seal of the Arizona Corporation Commission is affixed hereto, and the undersigned, a member of said Arizona Corporation Commission, or an officer designated by it, has set his hand at Phoenix, Arizona this 30th day of August, 2012.

Mark Dinell
Assistant Director
Securities Division

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, as well as request this document in an alternative format, by contacting Shaylin A. Bernal, Executive Assistant to the Executive Director, voice phone number (602) 542-3931, e-mail sabernal@azcc.gov. Requests should be made as early as possible to allow time to arrange the accommodation.

Pursuant to A.R.S. § 44-1825 and A.R.S. § 44-3134, failure to comply with this subpoena may result in the application for a finding of contempt.

Pursuant to A.A.C. R14-4-304, any person required to appear at a formal interview may be represented by legal counsel.

EXHIBIT "A"

For the period from May 2008, to November 2011 the present:

1. Bank statements for any and all accounts, whether open or closed, for:

   a. Account #[redacted]1590
   b. Account #[redacted]4100
   c. Account #[redacted]1566
   d. Account #[redacted]6764

2. Signature cards and Know Your Customer file for the above accounts whether signed on a date within the range identified above or on any prior date that result in the signature cards being in force during the date range identified above.

3. Documents supporting all deposits to and withdrawals from the above accounts.

For each deposit, provide a copy of the deposit slip and both sides of all offsets. If the money was transferred from another account, provide the name, address and account number of the originator.

For each check or other debit indicated, provide a copy of both sides of the document. If the money was transferred to another account, provide the name, address and account number of the beneficiary.

For each wire transfer or electronic transaction, provide the identity of both the originator and the beneficiary of the transaction. If the money was transferred to/from another account, provide the name, address and account number of the originator/beneficiary.

For each transaction marked as counter debit, cash withdrawal or withdrawal, provide the negotiated copy of the cashier's check, official bank check, money order or other financial instrument that was purchased. If the money was transferred to another account provide the name, address and account number of the beneficiary. If cash was withdrawn provide the Currency Transaction Report or the Suspicious Activity Report, if any, along with the cash out ticket for the transaction.

Provide the Teller's Journal for each transaction.

For any bill paying service provided, provide a listing of all payees, their addresses and routing and account numbers. Provide for each transaction, debit or credit, the payee, routing number, account number, and the date and amount of the transaction.

4. Documentation supporting all loan accounts in the name of the above named persons or entities including but not limited to, loan applications, signed loan agreements, financial statements submitted, employment verifications, a description of any collateral given and an analysis of activity in the loan accounts.

5. Documentation supporting any and all safe deposit boxes rented by the above persons or entities, including but not limited to original contract and entry tickets.

6. All correspondence with the persons or entities named above.

7. Any and all documents pertaining to the above accounts including but not limited to such things as copies of cashier's checks and wire transfer offsets.

BEFORE COMPLYING WITH ITEM #3 ABOVE, PLEASE SUBMIT COPIES OF THE BANK STATEMENTS ONLY. THESE WILL BE MARKED TO IDENTIFY THE SPECIFIC DOCUMENTS REQUIRED.

Routing	Sequence #	Paid Date	Amount	Account	Serial	Capture Source
10700543	8218190818	10192010	$18750.00	[redacted]5402	78902686	00007227

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK

0000798 Office AU # 11-24 1210(8)

CASHIER'S CHECK

0078902686

Operator I.D.: [illegible]

October 19, 2010

PAY TO THE ORDER OF ***ROBERT ZISCHA LIVING TRUST ***
***RE: OUT OF THE BLUE PROCESSORS LLC ***

****Eighteen thousand seven hundred fifty dollars and no cents****

****$18,750.00****

WELLS FARGO BANK, N.A.
20745 N SCOTTSDALE RD
SCOTTSDALE, AZ 85255
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 18,750.00

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈0078902686⑈ ⑆[redacted] [redacted]5402⑈

2010/10/19 16:51:04 140450101245490
>075912068< M&I Bank >075912068<

0043170792

10/19/2010 140450101245490

R7 Blue
TRUSTEE

EXHIBIT
S-54
ADMITTED

ACC000957
FILE #8302

Withdrawal

(Check One) ☐ Checking ☑ Savings ☐ Money Market Access

9244

WELLS FARGO

[redacted] 4100 Date 10/19/10

Please print: Name Mark Steiner

Please print: Street Address, City, State, Zip Code

I authorize this withdrawal and acknowledge receipt of the amount indicated below. Please sign in teller's presence. Two forms of ID may be required.

(x) Mark Steiner

$ 18750.00

Eighteen thousand seven hundred fifty Dollars

Bank Use Only (When SVT Is Not Available) TLR8506 (05/09)

Customer Id:	Exp. date:	Token Verified (✓) ☐	Approval:

⑈9244⑈ ⑆500000694⑆

Wells Fargo Internal Use When Blank; Wells Fargo Confidential When Completed

REQUEST 00005215351000000 18750.00
ROLL ECIA 20101019 000004730476460
JOB ECIA P ACCT [redacted] 4100
REQUESTOR A099156
4946572 04/13/2012

Subpoena Processing West
S3928-020
Phoenix AZ 85038

EXHIBIT
S-54a
ADMITTED

WELLS FARGO

Legal Order Processing
P.O. BOX 29728 MAC# S3928-020
Phoenix, AZ 85038-9728
Voice: (480) 724-2000

DECLARATION	
Re: Subpoena	**Our Reference #: 4442295**
Agency Case #: None	**Date Served: 08/31/12**
Banking Entity: Wells Fargo Bank, N.A. (the "Bank")	

I, Monica Woodbeck, declare that I am employed by Wells Fargo Bank, N.A., in the Subpoena Processing Department and the Bank's designated duly authorized Custodian of Records for this matter, with the authority to certify the information provided herein. The Bank reserves its right to designate another Custodian as it deems appropriate in the event an actual appearance is required.

Account #: [redacted]4100. The following deposits consisted of all cash and /or cash and one or more checks (copy of checks provided under separate document production declaration):

Date	Total Amount	Cash Amount		Date	Total Amount	Cash Amount
11/24/2010	$1,300.00	$1,300.00		11/22/2010	$1,000.00	$1,000.00
11/22/2010	$2,000.00	$2,000.00		11/04/2010	$2,100.00	$2,100.00
11/01/2010	$5,000.00	$5,000.00		09/10/2010	$3,000.00	$3,000.00
10/04/2010	$4,000.00	$4,000.00		10/07/2010	$30,000.00	$30,000.00
10/15/2010	$5,000.00	$5,000.00				

I declare under penalty of perjury under the law(s) of the state of Arizona that the foregoing is true and correct according to my knowledge and belief. Executed on this 7th day of February, 2013, in the City of Chandler, State of Arizona.

Subpoena Processing Representative (480) 724-2000

EXHIBIT
S-55
ADMITTED

Business Market Rate Savings

Account number: [redacted]6764 ■ November 1, 2010 - November 30, 2010 ■ Page 1 of 3

SECOND OPINION SOLUTIONS, LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

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

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

Your Business and Wells Fargo

Wells Fargo offers business owners a full-service payroll solution with payroll processing, reporting, and tax services. That means you can spend less time working in your business and more time growing your business. And now, enjoy the convenience of processing your payroll online. Online payroll from the online banking leader. For more information, visit wellsfargo.com/biz/payroll or call us at 1-800-421-4714.

Activity summary

Beginning balance on 11/1	$3,182.97
Deposits/Credits	14,487.93
Withdrawals/Debits	- 17,127.55
Ending balance on 11/30	**$543.35**
Average ledger balance this period	$2,925.98

Account number: [redacted]6764
SECOND OPINION SOLUTIONS, LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.36
Average collected balance	$2,925.98
Annual percentage yield earned	0.15%
Interest earned this statement period	$0.36
Interest paid this year	$1.26

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/1	Online Transfer Ref #lbeqkvlq3N From Business Market Rate Savings xxxxxx4100 on 11/01/10	4,437.57		7,620.54
11/4	* Online Transfer Ref #lbejrs33J3 to Checking Nov 10		6,000.00	1,620.54

ACC000557
FILE #8302

(38)
Sheet Seq = 0023732
Sheet 00001 of 00002

Transaction history (continued)

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/8	Online Transfer Ref #lbe29K3563 From Business Market Rate Savings xxxxxx4100 on 11/08/10	10,000.00		11,620.54
11/15	* Overdraft Protection to [redacted]1566		10,765.25	855.29
11/16	* Overdraft Protection to [redacted]1566		362.30	492.99
11/29	Cash Deposited Fee Reversal	50.00		542.99
11/30	Interest Payment	0.36		543.35
Ending balance on 11/30				**543.35**
Totals		**$14,487.93**	**$17,127.55**	

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

* *Indicates transactions that count toward Federal Reserve Board Regulation D limits. Please refer to your Account Agreement for complete details of the federally-mandated transaction limits for savings accounts.*

General statement policies for Wells Fargo Bank

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

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

Account Balance Calculation Worksheet

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

ENTER

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

ADD

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

. . . . TOTAL $ ____________

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . TOTAL $ ____________

SUBTRACT

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

CALCULATE THE ENDING BALANCE

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

Number	Items Outstanding	Amount
	Total amount $	

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ACC000559
FILE #8302

Sheet Seq = 0023733
Sheet 00002 of 00002

Business Market Rate Savings

Account number: [redacted]6764 ■ October 1, 2010 - October 31, 2010 ■ Page 1 of 3

SECOND OPINION SOLUTIONS, LLC
7877 E HANOVER WAY
SCOTTSDALE AZ 85255-6173

Questions?

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

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

Your Business and Wells Fargo

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

✓ IMPORTANT ACCOUNT INFORMATION

New IRS requirement: Most businesses currently using paper Federal Tax Deposit (FTD) coupons to make tax deposits must arrange to make those deposits electronically, effective January 1, 2011. Accordingly, we will stop accepting FTD coupons as early as November 2010 in some areas; contact your local branch for details. For more information about this change or tax payment options available to you, please contact your tax advisor or visit IRS.gov.

Activity summary

Beginning balance on 10/1	$4,639.28
Deposits/Credits	35,000.48
Withdrawals/Debits	- 36,456.79
Ending balance on 10/31	**$3,182.97**
Average ledger balance this period	$3,765.84

Account number: [redacted]6764
SECOND OPINION SOLUTIONS, LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.48
Average collected balance	$3,765.84
Annual percentage yield earned	0.15%
Interest earned this statement period	$0.48
Interest paid this year	$0.90

ACC000560
FILE #8302

(38) Ins =2
Sheet Seq = 0035757
Sheet 00001 of 00003

Account number: [redacted]6764 ■ October 1, 2010 - October 31, 2010 ■ Page 2 of 3

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/4	Online Transfer Ref #lbeqkqqxt5 From Business Market Rate Savings xxxxxx4100 on 10/04/10	5,000.00		9,639.28
10/7	* Overdraft Protection to [redacted]1566		6,906.79	
10/7	Deposit Made In A Branch/Store	30,000.00		
10/7	Withdrawal Made In A Branch/Store		29,500.00	3,232.49
10/29	Interest Payment	0.48		
10/29	Cash Deposited Fee		50.00	3,182.97
Ending balance on 10/31				**3,182.97**
Totals		**$35,000.48**	**$36,456.79**	

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

* *Indicates transactions that count toward Federal Reserve Board Regulation D limits. Please refer to your Account Agreement for complete details of the federally-mandated transaction limits for savings accounts.*

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	30,000	5,000	25,000	0.002	50.00
Total service charges					**$50.00**

TIP Read the latest updates about the integration efforts underway between Wells Fargo and Wachovia. Visit wellsfargo.com/wachovia/news.

Order Gift Cards Early and Save: Shipping fees waived on all bulk orders of 25 or more Wells Fargo Visa Gift Cards purchased between 10/26/10 - 11/23/10. Go to wellsfargo.com/giftcard/bulkorders to order now.

ACC000561
FILE #8302

WELLS FARGO

General statement policies for Wells Fargo Bank

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

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

Account Balance Calculation Worksheet

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

ENTER

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

ADD

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

$ ____________
$ ____________
$ ____________
+ $ ____________

.... TOTAL $ ____________

CALCULATE THE SUBTOTAL

(Add Parts A and B)

.... TOTAL $ ____________

SUBTRACT

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

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)

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

Number	Items Outstanding	Amount

Total amount $ ____________

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Business Market Rate Savings

Account number: [redacted]6764 ■ September 1, 2010 - September 30, 2010 ■ Page 1 of 3

SECOND OPINION SOLUTIONS, LLC
22511 N 77TH PL
SCOTTSDALE AZ 85255-4831

Questions?

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

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 2908
Phoenix, AZ 85062-2908

Your Business and Wells Fargo

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

Activity summary

Beginning balance on 9/1	$0.00
Deposits/Credits	22,500.42
Withdrawals/Debits	- 17,861.14
Ending balance on 9/30	**$4,639.28**
Average ledger balance this period	$3,463.86

Account number: [redacted]6764
SECOND OPINION SOLUTIONS, LLC
Arizona account terms and conditions apply
For Direct Deposit and Automatic Payments use
Routing Number (RTN): 122105278
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.42
Average collected balance	$3,463.86
Annual percentage yield earned	0.15%
Interest earned this statement period	$0.42
Interest paid this year	$0.42

Transaction history

Date	*Description*	*Deposits/ Credits*	*Withdrawals/ Debits*	*Ending daily balance*
9/9	Online Transfer Ref #lbe298Qplm From Business Market Rate Savings USAA CC Pymt	15,000.00		15,000.00
9/13	* Overdraft Protection to [redacted]1566		10,861.14	4,138.86
9/27	Online Transfer Ref #lbe56DJkvy From Business Market Rate Savings xxxxxx4100 on 09/27/10	7,500.00		

ACC000563
FILE #8302

(38)
Sheet Seq = 0034809
Sheet 00001 of 00003

WELLS FARGO

Transaction history (continued)

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
9/27	* Online Transfer Ref #lbe56D|lxh to Checking xxxxxx5701 on 09/27/10		7,000.00	4,638.66
9/30	Interest Payment	0.42		4,639.28
Ending balance on 9/30				**4,639.28**
Totals		**$22,500.42**	**$17,861.14**	

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

* *Indicates transactions that count toward Federal Reserve Board Regulation D limits. Please refer to your Account Agreement for complete details of the federally-mandated transaction limits for savings accounts.*

WELLS FARGO

General statement policies for Wells Fargo Bank

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

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

Account Balance Calculation Worksheet

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

ENTER

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

ADD

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

. . . . TOTAL $ ____________

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . TOTAL $ ____________

SUBTRACT

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

CALCULATE THE ENDING BALANCE

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

Number	Items Outstanding	Amount
	Total amount $	

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ACC000565
FILE #8302

Sheet Seq = 0034811
Sheet 00003 of 00003

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Ca
VIEWPOINTE	20101007	237211681	12210527	[redacted]6764	000037	30,000.00	4530046544	

Deposit:

(Check One) ☐ Checking ☒ Savings ☐ Money Market Access

Checking, Savings, Money Market Access account number

*[redacted]6764 Date 10/7/10

Please print: Name Second Opinion Solutions

Please print: Street Address, City, State, Zip Code

Deposits may not be available for immediate withdrawal. See Deposit Account Information on reverse.

Cash 30000.00

Total Checks (include total from other side)

Subtotal

Minus cash back

Total $ 30000.06

Please sign in teller's presence for cash received. Two forms of ID may be required for cash back transactions.

X

Bank Use Only (When SVT is Not Available) TLR6697 (05/09) WPH17 10237792

Customer Id: Exp. date: Token Verified (✓) ☐ Approval:

CI $30,000.00
$30,000.00 10/07/10 09:14AM
04 0000789 0020006
RT 503800396 AC [redacted]6764

⑈237211681⑈ ⑆500000377⑆

Wells Public Use When Blank and Wells Fargo Confidential When Completed

CHECKS

AMOUNT

TOTAL CHECKS

ENTER THIS TOTAL ON FRONT

CASH COUNT FOR BANK USE

X 100
X 50
X 20
X 10
X 5
X 2
X 1
TOTAL $

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EXHIBIT
S-57
ADMITTED

ACC000624
FILE #8302

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Ca
VIEWPOINTE	20101007	-	50209999	[redacted]1047	000111	30,000.00	4530046545	

TLR2239 (2/07)
WF0349 10168954

Use Boxes When SVT Is Not Available:
☐ Debit ☐ Credit
Account Number

Amount
$

CASH TICKET
04

WELLS FARGO BANK
AZ-GRAYHAWK & SCOTTSDALE 00789

Wells Fargo Internal Use

111
04 0000789 0020006 Cash In Deb
10/07/10 09:14AM
$30,000.00

⑆502000003⑆ [redacted]1047⑈

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ACC000625
FILE #8302

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Ca
VIEWPOINTE	20101007	78902654	10700543	[redacted]5402	000039	29,500.00	4530046542	

[redacted] Office AU # 11-34 1210(8)

CASHIER'S CHECK

0078902654

Credit Copy

Purchaser: MARK G STEINER
Purchaser Account: [redacted]791
Operator I.D.: [redacted] [redacted]

October 07, 2010

PAY TO THE ORDER OF ***MICHAEL RULEY***
RE: LEASE AGREEMENT

****Twenty-nine thousand five hundred dollars and no cents****

****$29,500.00****

PROCESS SAME DAY AS ISSUED

WELLS FARGO BANK, N.A.
20745 N SCOTTSDALE RD
SCOTTSDALE, AZ 85255
FOR INQUIRIES CALL (480) 394-3122

04 0000789 0040008
10/07/2010 9:19:07AM

VOID IF OVER US $ 29,500.00

NON-NEGOTIABLE

⑈0078902654⑈ ⑆518200392⑆[redacted]5402⑈

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ACC000626
FILE #8302

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Ca
VIEWPOINTE	20101007	9200	12210527	[redacted]6764	000069	29,500.00	4530046543	

Withdrawal

9200

(Check One) ☐ Checking ☒ Savings ☐ Money Market Access

Checking, Savings, Money Market Access account number

* [redacted] 6764

Date 10/7/10 (7-7)

Please print: Name Second Opinion Solutions

Please print: Street Address, City, State, Zip Code

I authorize this withdrawal and acknowledge receipt of the amount indicated below. Please sign in Teller's presence. Two forms of ID may be required.

(x) [signature]

Twenty-nine thousand five hundred & no/100 Dollars $ 29500.00

Bank Use Only (When SVT is Not Available) TLR6686 (05/09) 10108818

Customer Id: Exp. date: Token Verified (✓) Approval:

⑈9200⑈ ⑆500000694⑆

Wells Fargo Internal Use When Blank; Wells Fargo Confidential When Completed

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ACC000627
FILE #8302

Legal Order Processing
P.O. BOX 29728 MAC# S3928-020
Phoenix, AZ 85038-9728
Voice: (480) 724-2000

DECLARATION FOR RECORDS OF REGULARLY CONDUCTED BUSINESS ACTIVITY	
Re: Subpoena	**Our Reference #: 1336298**
Agency Case #: None	**Date Served: 03/20/2012**
Banking Entity: Wells Fargo Bank, N.A. (the "Bank")	

I, **Portia Longo**, declare that I am employed by Wells Fargo Bank, N. A., in the Subpoena Processing Department and the Bank's designated duly authorized Custodian of Records for documents and/or information produced under the above referenced legal order. The Bank reserves its right to designate another Custodian as it deems appropriate in the event an actual appearance is required concerning the records produced herein. I certify the authenticity of the records produced herewith and that they were:

A) Made at or near the time of the occurrence, condition or event of the matters set forth by, or from information transmitted by, a person with knowledge of those matters.

B) Kept in the course of regularly conducted activity.

C) Made by the regularly conducted activity as a regular practice, by the personnel of the business.

The identities of the records produced herewith are as follows:

☒ Signature Card(s) ☒ Statement(s) ☐ Cashiers' Check(s)

☐ Deposit(s)/Credit(s) ☐ Check(s)/Withdrawal(s) ☐ Wire Transfer(s)

☐ Other:

Records necessary for compliance may have been limited as indicated below:

☐ The Bank **does not possess any of the records** as described in the above referenced legal order.

☐ The enclosed records are true copies of bank records in the custodian's possession as described in the above referenced legal order. This constitutes **final** production, unless notified otherwise.

☒ The enclosed records are true copies of bank records. This submission constitutes **only part** of the records in the custodian's possession as described in the above referenced legal order.

☐ The Bank has received notification that **no further production is required.** File closed.

☐ Compliance with the above referenced legal order was **limited to the following** through agreement with the requesting party:

☐ The Bank is **unable to provide the following records** as described in the above referenced legal order:

Microfilm copies of requested transactions may be missing for the following reasons: Item(s) not on film, Film fogged, blank, black, damaged, destroyed or not available, item(s) piggy-backed on film, electronic transaction(s), or other reasons that may prevent the Bank from completing a thorough search of records. The Bank, generally and routinely, destroys records in accordance with its standards for records retention and destruction. The Bank's Legal Group will direct compliance for various types of loan information, and other non-depository information subject to the above referenced legal order.

H:\Declaration.doc
Rev. 03/11

EXHIBIT
S-58
ADMITTED

Legal Order Processing
P.O. BOX 29728 MAC# S3928-020
Phoenix, AZ 85038-9728
Voice: (480) 724-2000

Our Reference #: 1336298

I am familiar with the **mode of preparation** of the enclosed records. They were prepared as follows:

☒ Signature Card(s): The customer(s) whose name appears on the signature card/account application and agreement form submitted the form to the Bank requesting checking and/or savings account(s). The customer(s) submitted personal and financial information which were relied upon by the Bank. The customer(s) signed the form. The Bank opened the savings and/or checking account(s) listed on the signature card. The signature card was stored at and retrieved from the Bank's designated retention site(s).

☐ Check(s): The check(s) drawn on the customer(s) account(s) were presented to the Bank and paid. During the process of paying the check(s), a microfilm image of the front and back of the check(s) is taken in the sequence the check(s) is processed by the Bank. The microfilm/fiche is then stored in the Bank's secured facilities. In response to this legal order, the Bank retrieved the microfilm reel/fiche and produced an image of the check(s).

☐ Withdrawal Slip(s)/Deposit(s): The withdrawal(s) (as evidenced by a withdrawal slip) made by customer at a teller window and all deposits made either at a teller window or through an ATM are processed by the Bank at designated central processing centers. When the transaction is processed, a microfilm/fiche image of the front and back of the item is taken in the sequence the item is processed by the Bank. The microfilm/fiche is then stored in the Bank's secured facilities. In response to this legal order, the Bank retrieved the microfilm reel/fiche and produced an image of the withdrawal slip(s)/deposit(s).

☒ Statement(s): Each monthly statement was prepared immediately after the closing date of the monthly account cycle as indicated on the statement(s). The statement(s) accurately reflects all debit entries (checks, point of sale, ATM, teller withdrawals, fees, etc.) and credits (deposits, etc.) which occurred on the account(s) during the monthly account cycle.

☐ Other: Original records were prepared or received at or near the time of their creation and were stored by the Bank in the ordinary course of business. Upon receipt of this subpoena, we searched and retrieved the original records and prepared a true and correct copy using generally accepted photocopying techniques.

I declare under penalty of perjury under the law(s) of the state of Arizona that the foregoing is true and correct. Executed on this 16th day of April, 2012, in the City of Chandler, State of Arizona.

Subpoena Processing Representative (480) 724-2000

Microfilm copies of requested transactions may be missing for the following reasons: Item(s) not on film, Film fogged, blank, black, damaged, destroyed or not available, item(s) piggy-backed on film, electronic transaction(s), or other reasons that may prevent the Bank from completing a thorough search of records. The Bank, generally and routinely, destroys records in accordance with its standards for records retention and destruction. The Bank's Legal Group will direct compliance for various types of loan information, and other non-depository information subject to the above referenced legal order.

H:\Declaration.doc
Rev. 03/11

SUBPOENA

SECURITIES DIVISION
ARIZONA CORPORATION COMMISSION

03-20-12 A09:50 IN

TO: Custodian of Records
Wells Fargo Bank, N.A.
Subpoena Processing Dept.
MAC S4101-156, P.O. Box 29728
Phoenix, AZ 85038

In the matter of
Out of the Blue Processors, Inc., file #8302
involving possible violations of the Securities Act
and/or Investment Management Act of Arizona

PURSUANT TO A.R.S. § 44-1823 AND A.R.S. § 44-3133, YOU ARE HEREBY REQUIRED to appear before **Annalisa Weiss** of the Securities Division of the Arizona Corporation Commission at 1300 West Washington, Third Floor, Phoenix, Arizona 85007, on the **13th day of April, 2012 at 10 o'clock AM**, to PRODUCE THE DOCUMENTS SPECIFIED IN EXHIBIT "A", which is attached and incorporated by reference.

THIS IS A CONFIDENTIAL INVESTIGATION. PURSUANT TO A.R.S. § 44-1823(C), YOU ARE NOT TO DISCLOSE THE EXISTENCE OF THIS SUBPOENA TO ANY PERSON NOT AFFILIATED WITH YOUR FINANCIAL INSTITUTION OTHER THAN YOUR OWN LEGAL COUNSEL.

The seal of the Arizona Corporation Commission is affixed hereto, and the undersigned, a member of said Arizona Corporation Commission, or an officer designated by it, has set her hand at Phoenix, Arizona this 19th day of March, 2012.

Julie Coleman
Chief Counsel of Enforcement
Securities Division

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, as well as request this document in an alternative format, by contacting Shaylin A. Bernal, Executive Assistant to the Executive Director, voice phone number (602) 542-3931, e-mail sabernal@azcc.gov. Requests should be made as early as possible to allow time to arrange the accommodation.

Pursuant to A.R.S. § 44-1825 and A.R.S. § 44-3134, failure to comply with this subpoena may result in the application for a finding of contempt.

Pursuant to A.A.C. R14-4-304, any person required to appear at a formal interview may be represented by legal counsel.

EXHIBIT "A"

For the period from November 2011, to the present:

1. Bank statements for any and all accounts, whether open or closed, in the name of or under the signatory power of:

   a. Out of the Blue Processors, LLC
   b. Out of the Blue Processors II, LLC
   c. Mark Steiner, SS# [redacted]
   d. Account# [redacted]4100

2. Signature cards and Know Your Customer file for the above accounts whether signed on a date within the range identified above or on any prior date that result in the signature cards being in force during the date range identified above.

3. Documents supporting all deposits to and withdrawals from the above accounts.

For each deposit, provide a copy of the deposit slip and both sides of all offsets. If the money was transferred from another account, provide the name, address and account number of the originator.

For each check or other debit indicated, provide a copy of both sides of the document. If the money was transferred to another account, provide the name, address and account number of the beneficiary.

For each wire transfer or electronic transaction, provide the identity of both the originator and the beneficiary of the transaction. If the money was transferred to/from another account, provide the name, address and account number of the originator/beneficiary.

For each transaction marked as counter debit, cash withdrawal or withdrawal, provide the negotiated copy of the cashier's check, official bank check, money order or other financial instrument that was purchased. If the money was transferred to another account provide the name, address and account number of the beneficiary. If cash was withdrawn provide the Currency Transaction Report or the Suspicious Activity Report, if any, along with the cash out ticket for the transaction.

Provide the Teller's Journal for each transaction.

For any bill paying service provided, provide a listing of all payees, their addresses and routing and account numbers. Provide for each transaction, debit or credit, the payee, routing number, account number, and the date and amount of the transaction.

4. Documentation supporting all loan accounts in the name of the above named persons or entities including but not limited to, loan applications, signed loan agreements, financial statements submitted, employment verifications, a description of any collateral given and an analysis of activity in the loan accounts.

5. Documentation supporting any and all safe deposit boxes rented by the above persons or entities, including but not limited to original contract and entry tickets.

6. All correspondence with the persons or entities named above.

7. Any and all documents pertaining to the above accounts including but not limited to such things as copies of cashier's checks and wire transfer offsets.

BEFORE COMPLYING WITH ITEM #3 ABOVE, PLEASE SUBMIT COPIES OF THE BANK STATEMENTS ONLY. THESE WILL BE MARKED TO IDENTIFY THE SPECIFIC DOCUMENTS REQUIRED.

AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF Texas)
) ss.
County of Bexar)

The undersigned hereby declares, under oath, that the following statements are true:

1. I am over the age of eighteen, suffer no legal disabilities, have personal knowledge of the facts set forth below, and am competent to testify.

2. I am the duly authorized Custodian of Records of USAA Federal Savings Bank.

3. I have the authority to certify said records.

4. The records submitted herewith are true copies of all records under my possession or control responsive to the Subpoena directed to the Custodian of Records of the entity identified in paragraph 2 above.

5. The records were prepared or obtained by personnel or representatives of the entity or persons acting under the control of personnel or representatives of the entity identified in paragraph 2 above in the ordinary course of business at or near the time of the act, condition, or event in said records.

6. The records are kept in the course of regularly conducted business pursuant to the regular practice of the entity identified in paragraph 2 above.

Denise Harker
Denise Harker
Custodian of Records

SUBSCRIBED and SWORN to before me this 14th day of January, ~~2012,~~ 2013
by Hilary N. Lilienthal.

HILARY N LILIENTHAL
My Commission Expires
April 4, 2016

Hilary Lilienthal
NOTARY PUBLIC

EXHIBIT
S-59
ADMITTED

ACC000674
FILE #8302

12/21 ✓

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

ERNEST G. JOHNSON
EXECUTIVE DIRECTOR

MATTHEW J. NEUBERT
DIRECTOR

SECURITIES DIVISION
1300 West Washington, Third Floor
Phoenix, AZ 85007
TELEPHONE: (602) 542-4242
FAX: (602) 714-8120
E-MAIL: securitiesdiv@azcc.gov

ARIZONA CORPORATION COMMISSION

December 13, 2012

Custodian of Records
USAA Federal Savings Bank
10750 McDermott Frwy
San Antonio, TX 78288

RE: Out of the Blue Processors, LLC, file #8302

Dear Sir/Madam:

Enclosed you will find a Subpoena which requires your appearance before the Securities Division to produce the documents listed on Exhibit "A" of the Subpoena. In lieu of a personal appearance, you may provide the requested documents **along with the Affidavit of Custodian of Records** by the due date by mailing them to **Annalisa Weiss**, Securities Division, Arizona Corporation Commission, 1300 West Washington St., Third Floor, Phoenix, Arizona 85007.

Initially, you may simply provide bank statements and signature cards for any accounts in the name of the individuals or entities noted on Exhibit "A". A selection will then be made of deposits and withdrawals for which detail support will be required. The Division will pay $10.00 for each hour of research expended and $.10 per printed copy related to compliance with this subpoena. If the documents are produced on disk, the Division will pay up to $5.00 per disk for your cost, but will not also pay for copies. Please call me for prior approval if the total cost will be greater than $500.00. To ensure prompt payment, please send your invoice to the attention of the undersigned.

Should your institution not have any accounts in the names of the individuals or entities noted, please provide written confirmation to that effect.

This subpoena concerns a confidential investigation. Pursuant to A.R.S. § 44-1823(C), you are not to disclose the existence of this subpoena to any person not affiliated with your financial institution other than your own legal counsel.

Should you have any questions regarding this subpoena, please feel free to contact me at (602) 542-0630.

Very truly yours,

Annalisa Weiss
Special Investigator

Enclosure(s)

ACC000675
FILE #8302

SUBPOENA

SECURITIES DIVISION
ARIZONA CORPORATION COMMISSION

TO: **Custodian of Records**
USAA Federal Savings Bank
10750 McDermott Frwy
San Antonio, TX 78288

In the matter of

Out of the Blue Processors, LLC, file #8302

involving possible violations of the Securities Act and/or Investment Management Act of Arizona

PURSUANT TO A.R.S. § 44-1823 AND A.R.S. § 44-3133, YOU ARE HEREBY REQUIRED to appear before **Annalisa Weiss** of the Securities Division of the Arizona Corporation Commission at 1300 West Washington, Third Floor, Phoenix, Arizona 85007, on the **4th day of January, 2013 at 10 o'clock AM,** to PRODUCE THE DOCUMENTS SPECIFIED IN EXHIBIT "A", which is attached and incorporated by reference.

The seal of the Arizona Corporation Commission is affixed hereto, and the undersigned, a member of said Arizona Corporation Commission, or an officer designated by it, has set his hand at Phoenix, Arizona this 13th day of December, 2012.

Mark Dinell
Assistant Director
Securities Division

Information and documents obtained by the Securities Division in the course of an investigation are confidential, unless made a matter of public record. The Securities Division may disclose the information or documents to a county attorney, the attorney general, a United States Attorney, or to law enforcement or regulatory officials to be used in any administrative, civil, or criminal proceeding. You may, in accordance with the rights guaranteed to you by the Fifth Amendment of the Constitution of the United States, refuse to give any information that might establish a direct link in a chain of evidence leading to your criminal conviction.

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, as well as request this document in an alternative format, by contacting Shaylin A. Bernal, Executive Assistant to the Executive Director, voice phone number (602) 542-3931, e-mail sabernal@azcc.gov. Requests should be made as early as possible to allow time to arrange the accommodation.

Pursuant to A.R.S. § 44-1825 and A.R.S. § 44-3134, failure to comply with this subpoena may result in the application for a finding of contempt.

Pursuant to A.A.C. R14-4-304, any person required to appear at a formal interview may be represented by legal counsel.

AFFIDAVIT OF SERVICE (INDIVIDUAL)

State of Arizona)
County of Maricopa) ss.:

_____, being duly sworn, deposes and says:

I, for the Securities Division of the Arizona Corporation Commission, Phoenix, Arizona, served an original of this subpoena by:

_____ Personal Service on the person named in the subpoena.

_____ Leaving a copy at the dwelling house of the person named in the subpoena with a person of suitable age (not less than 16 years of age) and discretion, then residing there.

_____ Leaving a copy at the usual place of business or employment of the person named in the subpoena with an employee, express or implied agent, supervisor, owner, officer, partner, or other similar person of suitable age and discretion (not less than 16 years of age).

_____ Leaving a copy with an agent authorized by express or implied appointment or by law to receive process for the person named in the subpoena.

_____ Mailing a copy, by certified mail with return receipt requested, in an envelope addressed to the last known dwelling house or usual place of abode or last known business address, postage prepaid.

Name of Person Served: _____

Relationship to Person Named: _____

Place of Service: _____

Time and Date of Service: _____

Service Performed by: _____

Title: _____

Signature of Affiant: _____

Sworn to before me this _____ day of _____, 2012.

_____

Notary Public

AFFIDAVIT OF SERVICE (BUSINESS ENTITY)

State of Arizona)
County of Maricopa) ss.:

_____, being duly sworn, deposes and says:

I, for the Securities Division of the Arizona Corporation Commission, Phoenix, Arizona, served an original of this subpoena by:

_____ Leaving a copy with an employee, of suitable age and discretion, (not less than 16 years of age) at any place of business of the corporation, partnership, trust, limited liability company, association, or other business entity.

_____ Leaving a copy with any officer or director of a corporation, managing or general partner of a partnership, trustee of a trust, member of a member-managed limited liability company, manager of a manager-managed limited liability company or any authorized representative of an association or other business entity.

_____ Leaving a copy with an agent authorized by express or implied appointment or by law to receive process for the entity named in the subpoena.

_____ Mailing a copy, by certified mail with return receipt requested, in an envelope addressed to the last known business address, postage prepaid.

Name of Person Served: _____

Relationship to Person Named: _____

Place of Service: _____

Time and Date of Service: _____

Service Performed by: _____

Title: _____

Signature of Affiant: _____

Sworn to before me this _____ day of _____, 2012.

_____

Notary Public

EXHIBIT "A"

For the period from January 1, 2008 to the present:

1. Monthly statements for any and all accounts whether open or closed, in the name of or under the signatory power of:

   a. Second Opinion Solutions, LLC
   b. Mark G. Steiner SS#[redacted]

2. Signature cards and Know Your Customer file for the above accounts whether signed on a date within the range identified above or on any prior date that result in the signature cards being in force during the date range identified above.

3. Documents supporting all credits and withdrawals from the above accounts.

For each deposit, provide a copy of the deposit slip and both sides of all offsets. If the money was transferred from another account, provide the name, address and account number of the originator.

For each check or other debit indicated, provide a copy of both sides of the document. If the money was transferred to another account, provide the name, address and account number of the beneficiary.

For each wire transfer or electronic transaction, provide the identity of both the originator and the beneficiary of the transaction. If the money was transferred to/from another account, provide the name, address and account number of the originator/beneficiary.

For each transaction marked as counter debit, cash withdrawal or withdrawal, provide the negotiated copy of the cashier's check, official bank check, money order or other financial instrument that was purchased. If the money was transferred to another account provide the name, address and account number of the beneficiary. If cash was withdrawn provide the Currency Transaction Report or the Suspicious Activity Report, if any, along with the cash out ticket for the transaction.

Provide the Teller's Journal for each transaction.

For any bill paying service provided, provide a listing of all payees, their addresses and routing and account numbers. Provide for each transaction, debit or credit, the payee, routing number, account number, and the date and amount of the transaction.

4. Documentation supporting all loan accounts in the name of the above named persons or entities including but not limited to, loan applications, signed loan agreements, financial statements submitted, employment verifications, a description of any collateral given and an analysis of activity in the loan accounts.

5. Documentation supporting any and all safe deposit boxes rented by the above persons or entities, including but not limited to original contract and entry tickets.

6. All correspondence with the persons or entities named above.

7. Any and all documents pertaining to the above accounts including but not limited to such things as copies of cashier's checks and wire transfer offsets.

BEFORE COMPLYING WITH ITEM #3 ABOVE, PLEASE SUBMIT COPIES OF THE BANK STATEMENTS ONLY. THESE WILL BE MARKED TO IDENTIFY THE SPECIFIC DOCUMENTS REQUIRED.

Out of the Blue Processors, LLC
Investor Repayment Summary
Wells Fargo Bank Account
XXXXXX1590

Nov 30 2010
Ending Balance
$(8.00)

Dec 02 2010
Account Withdrawal
$(8,500.00)

Dec 06 2010
Transfer to Steiner
Account 5701
$(5,000.00)

Dec 08 2010
Investor Repayments
Wooten $(20,000.00)
Gleason$(5,000.00)

28 29 30 01 02 03 04 05 06 07 08 09 10

Nov 2010 Dec

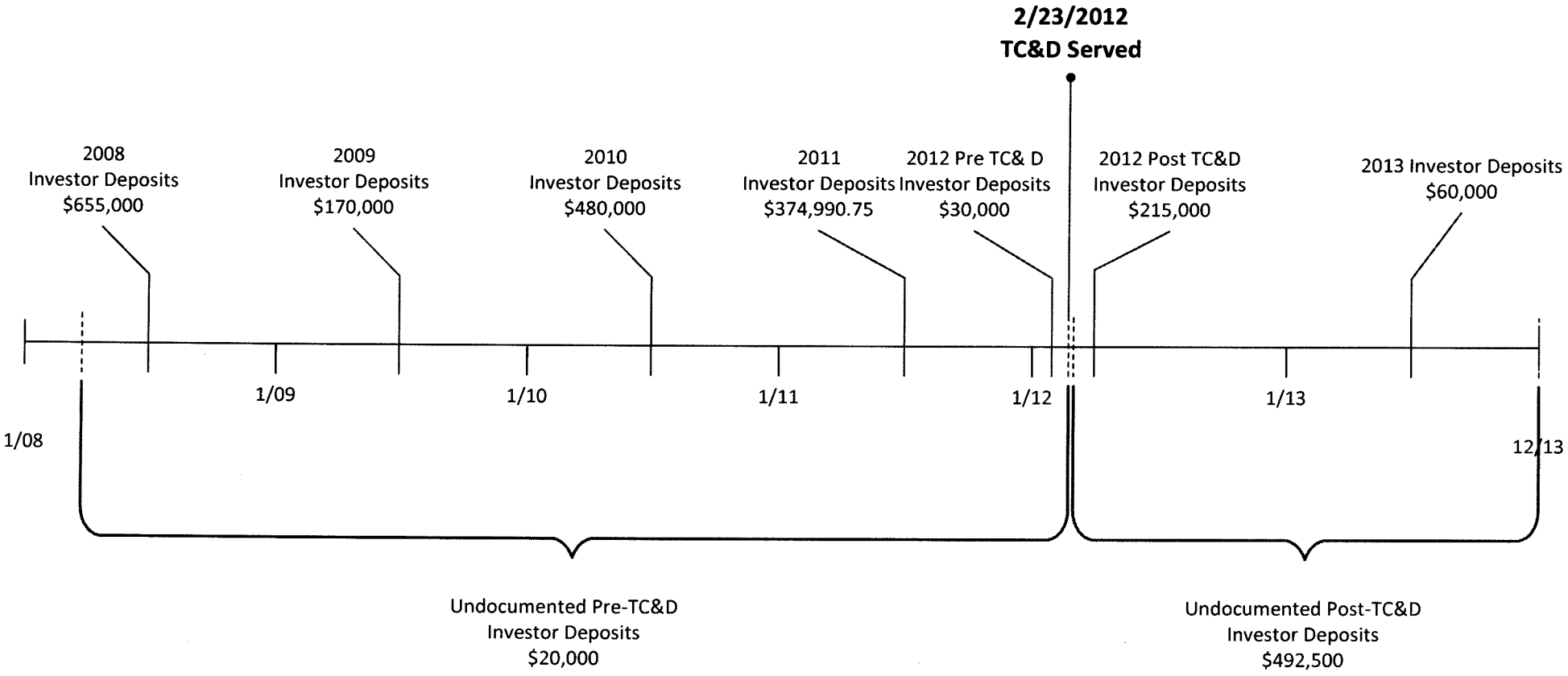
Dec 07 2010
Transfer to Second
Opinion Solutions
Account 1566
$(9,000.00)

Dec 01 2010
Cachaca/Hogan
Deposit
$200,000.00

Dec 06 2010
Florin Capital Deposit
$15,000.00

EXHIBIT
S-60a
ADMITTED

Out of the Blue Processors, LLC.
Investor Deposits Timeline



Pre-TC&D Documented Investor Deposits	$1,709,990.75
Pre-TC&D Undocumented Investor Deposits	$20,000.00
Post-TC&D Documented Investor Deposits	$275,000.00
Post-TC&D Undocumented Investor Deposits	$492,500.00
Total Investor Deposits	$2,497,490.75

WELLS FARGO

Wells Fargo Bank, N.A.
Subpoena Processing Chandler
PO Box 29728 S3928-020
Phoenix, AZ 85038
480-724-2000

October 08, 2013

ARIZONA CORPORATION COMMISSION
INV. ANNALISA WEISS
1300 W. WASHINGTON ST., 3RD FL.
SECURITIES DIVISION
PHOENIX, AZ 85007

Case #:
Bank Reference #: 4442295

Dear INV. ANNALISA WEISS

We are in receipt of the subpoena served on Wells Fargo Bank, N.A. for documents pertaining to the above referenced matter. Pursuant to that subpoena, please see the enclosed document for a listing of records delivered with this letter.

Basic wire information is captured on our statements. If you require detailed wire information, please contact us.

Our research for records is limited to accounts relating to only Wells Fargo Bank, N.A.

This constitutes Wells Fargo Bank, N.A. final response to your subpoena and this matter.

If you have questions, please call us at 480-724-2000.

Sincerely,

Subpoena Department
Legal Order Processing

EXHIBIT
Holder S-61
ADMITTED

ACC004301
FILE #8302

Wells Fargo Bank, N.A.
Subpoena Processing Chandler
Po Box 29728 S3928-020
Phoenix, Az 85038
Voice: 480-724-2000

BUSINESS RECORDS DECLARATION

I, Jesse Plumb, declare that I am employed by Wells Fargo Bank, N. A. ("Wells Fargo") in the Legal Order Processing Department and am a duly authorized and qualified witness to certify the authenticity of the attached documents and/or information produced pursuant to the legal order. The Bank reserves the right to designate another Custodian as it deems appropriate in the event an actual appearance is required concerning the records produced. I certify that the attached records:

A) Were prepared by personnel of Wells Fargo in the ordinary course of business at or near the time of the acts, conditions or events described in the records; and

B) It was the ordinary course of business for Wells Fargo employees or representatives with knowledge of the act, event, or condition recorded to make the record or transmit the information therein to be included in such record.

The records produced are described as follows:

Case No: 4442295

Document Type	Account #	Paper Count	Total Copies
Checks/Debits	XXXXXX1590	2	2
		Total Copies Delivered:	**2**

I declare under penalty of perjury under the law(s) of the state of Arizona that the foregoing is true and correct according to my knowledge and belief. Executed on this 8th day of October, 2013, in the City of Chandler, State of Arizona.

Subpoena Processing Representative 480-724-2000

Image copies of requested transactions may be missing for the following reasons: Items not imaged, corrupted, blank, damaged, destroyed or not available, item(s) piggy-backed, electronic transaction(s). If the legal order requests certain types of loan information and other non-depository information, it was forwarded to other departments for compliance.

4442295

SUBPOENA

SECURITIES DIVISION
ARIZONA CORPORATION COMMISSION

08-31-12 A10:41 IN

TO: Custodian of Records
Wells Fargo Bank, N.A.
Subpoena Processing Dept.
MAC S4101-156, P.O. Box 29728
Phoenix, AZ 85038

In the matter of

Out of the Blue Processors, Inc., file #8302

involving possible violations of the Securities Act and/or Investment Management Act of Arizona

PURSUANT TO A.R.S. § 44-1823 AND A.R.S. § 44-3133, YOU ARE HEREBY REQUIRED to appear before **Annalisa Weiss** of the Securities Division of the Arizona Corporation Commission at 1300 West Washington, Third Floor, Phoenix, Arizona 85007, on the **28th day of September, 2012 at 10 o'clock AM**, to PRODUCE THE DOCUMENTS SPECIFIED IN EXHIBIT "A", which is attached and incorporated by reference.

The seal of the Arizona Corporation Commission is affixed hereto, and the undersigned, a member of said Arizona Corporation Commission, or an officer designated by it, has set his hand at Phoenix, Arizona this 30th day of August, 2012.

Mark Dinell
Assistant Director
Securities Division

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, as well as request this document in an alternative format, by contacting Shaylin A. Bernal, Executive Assistant to the Executive Director, voice phone number (602) 542-3931, e-mail sabernal@azcc.gov. Requests should be made as early as possible to allow time to arrange the accommodation.

Pursuant to A.R.S. § 44-1825 and A.R.S. § 44-3134, failure to comply with this subpoena may result in the application for a finding of contempt.

Pursuant to A.A.C. R14-4-304, any person required to appear at a formal interview may be represented by legal counsel.

AFFIDAVIT OF SERVICE (INDIVIDUAL)

State of Arizona)
County of Maricopa) ss.:

_____, being duly sworn, deposes and says:

I, for the Securities Division of the Arizona Corporation Commission, Phoenix, Arizona, served an original of this subpoena by:

_____ Personal Service on the person named in the subpoena.

_____ Leaving a copy at the dwelling house of the person named in the subpoena with a person of suitable age (not less than 16 years of age) and discretion, then residing there.

_____ Leaving a copy at the usual place of business or employment of the person named in the subpoena with an employee, express or implied agent, supervisor, owner, officer, partner, or other similar person of suitable age and discretion (not less than 16 years of age).

_____ Leaving a copy with an agent authorized by express or implied appointment or by law to receive process for the person named in the subpoena.

_____ Mailing a copy, by certified mail with return receipt requested, in an envelope addressed to the last known dwelling house or usual place of abode or last known business address, postage prepaid.

Name of Person Served: _____

Relationship to Person Named: _____

Place of Service: _____

_____

Time and Date of Service: _____

Service Performed by: _____

Title: _____

Signature of Affiant: _____

Sworn to before me this _____ day of _____, _____.

_____
Notary Public

AFFIDAVIT OF SERVICE (BUSINESS ENTITY)

State of Arizona)
County of Maricopa) ss.:

_____, being duly sworn, deposes and says:

I, for the Securities Division of the Arizona Corporation Commission, Phoenix, Arizona, served an original of this subpoena by:

_____ Leaving a copy with an employee, of suitable age and discretion, (not less than 16 years of age) at any place of business of the corporation, partnership, trust, limited liability company, association, or other business entity.

_____ Leaving a copy with any officer or director of a corporation, managing or general partner of a partnership, trustee of a trust, member of a member-managed limited liability company, manager of a manager-managed limited liability company or any authorized representative of an association or other business entity.

_____ Leaving a copy with an agent authorized by express or implied appointment or by law to receive process for the entity named in the subpoena.

_____ Mailing a copy, by certified mail with return receipt requested, in an envelope addressed to the last known business address, postage prepaid.

Name of Person Served: _____

Relationship to Person Named: _____

Place of Service: _____

_____

Time and Date of Service: _____

Service Performed by: _____

Title: _____

Signature of Affiant: _____

Sworn to before me this _____ day of _____, _____.

_____
Notary Public

EXHIBIT "A"

For the period from May 2008, to November 2011 the present:

1. Bank statements for any and all accounts, whether open or closed, for:

   a. Account #[redacted]1590
   b. Account #[redacted]4100
   c. Account #[redacted]1566
   d. Account #[redacted]6764

2. Signature cards and Know Your Customer file for the above accounts whether signed on a date within the range identified above or on any prior date that result in the signature cards being in force during the date range identified above.

3. Documents supporting all deposits to and withdrawals from the above accounts.

For each deposit, provide a copy of the deposit slip and both sides of all offsets. If the money was transferred from another account, provide the name, address and account number of the originator.

For each check or other debit indicated, provide a copy of both sides of the document. If the money was transferred to another account, provide the name, address and account number of the beneficiary.

For each wire transfer or electronic transaction, provide the identity of both the originator and the beneficiary of the transaction. If the money was transferred to/from another account, provide the name, address and account number of the originator/beneficiary.

For each transaction marked as counter debit, cash withdrawal or withdrawal, provide the negotiated copy of the cashier's check, official bank check, money order or other financial instrument that was purchased. If the money was transferred to another account provide the name, address and account number of the beneficiary. If cash was withdrawn provide the Currency Transaction Report or the Suspicious Activity Report, if any, along with the cash out ticket for the transaction.

Provide the Teller's Journal for each transaction.

For any bill paying service provided, provide a listing of all payees, their addresses and routing and account numbers. Provide for each transaction, debit or credit, the payee, routing number, account number, and the date and amount of the transaction.

4. Documentation supporting all loan accounts in the name of the above named persons or entities including but not limited to, loan applications, signed loan agreements, financial statements submitted, employment verifications, a description of any collateral given and an analysis of activity in the loan accounts.

5. Documentation supporting any and all safe deposit boxes rented by the above persons or entities, including but not limited to original contract and entry tickets.

6. All correspondence with the persons or entities named above.

7. Any and all documents pertaining to the above accounts including but not limited to such things as copies of cashier's checks and wire transfer offsets.

BEFORE COMPLYING WITH ITEM #3 ABOVE, PLEASE SUBMIT COPIES OF THE BANK STATEMENTS ONLY. THESE WILL BE MARKED TO IDENTIFY THE SPECIFIC DOCUMENTS REQUIRED.

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

ERNEST G. JOHNSON
EXECUTIVE DIRECTOR

MATTHEW J. NEUBERT
DIRECTOR

SECURITIES DIVISION
1300 West Washington, Third Floor
Phoenix, AZ 85007
TELEPHONE: (602) 542-4242
FAX: (602) 714-8120
E-MAIL: securitiesdiv@azcc.gov

ARIZONA CORPORATION COMMISSION

August 30, 2012

Custodian of Records
Wells Fargo Bank, N.A.
Subpoena Processing Dept.
MAC S4101-156, P.O. Box 29728
Phoenix, AZ 85038

RE: Subpoena for Out of the Blue Processors, Inc., File #8302

Dear Sir/Madam:

Enclosed you will find a Subpoena which requires your appearance before the Securities Division to produce the documents listed on Exhibit "A" of the Subpoena. In lieu of a personal appearance, you may provide the requested documents **along with the Affidavit of Custodian of Records** by the due date by mailing them to **Annalisa Weiss**, Securities Division, Arizona Corporation Commission, 1300 West Washington St., Third Floor, Phoenix, Arizona 85007.

Initially, you may simply provide bank statements and signature cards for any accounts in the name of the individuals or entities noted on Exhibit "A". A selection will then be made of deposits and withdrawals for which detail support will be required. The Division will pay $10.00 for each hour of research expended and $.10 per printed copy related to compliance with this subpoena. If the documents are produced on disk, the Division will pay up to $5.00 per disk for your cost, but will not also pay for copies. Please call me for prior approval if the total cost will be greater than $500.00. To ensure prompt payment, please send your invoice to the attention of the undersigned.

Should your institution not have any accounts in the names of the individuals or entities noted, please provide written confirmation to that effect.

Should you have any questions regarding this subpoena, please feel free to contact me at (602) 542-0630.

Very truly yours,

Annalisa Weiss
Special Investigator

Enclosure(s)

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Ci
VIEWPOINTE	20101208	653107135	10700543	[redacted]5402	000039	5,000.00	4430793489	

[illegible] 11-94
Office AU # 1210(8)

CASHIER'S CHECK

0653107135

Credit Copy

Purchaser: OUT OF THE BLUE PROCESSORS L
Purchaser Account: [redacted]
Operator I.D.: [illegible] [illegible]

December 08, 2010

PAY TO THE ORDER OF ***THOMAS GLEASON ***
RE: OUT OF THE BLUE PROCESSORS, LLC

Five thousand dollars and no cents

$5,000.00

PROCESS SAME DAY AS ISSUED

VOID IF OVER US $ 5,000.00

WELLS FARGO BANK, N.A.
23405 N SCOTTSDALE RD
SCOTTSDALE, AZ 85255
FOR INQUIRIES CALL (480) 394-3122

78 0006531 0040005
12/08/2010 9:36:49AM

NON-NEGOTIABLE

⑈0653107135⑈ ⑆518200392⑆[redacted]5402⑈

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EXHIBIT
S-62
ADMITTED

ACC004307
FILE #8302

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	C
VIEWPOINTE	20101208	2651	12210527	[redacted]1590	000069	25,000.00	4430793491	

Withdrawal 2651

(Check One) ☑ Checking ☐ Savings ☐ Money Market Access

Checking, Savings, Money Market Access account number

*[redacted]1590 Date 12-8-10

Please print: Name
Mark Steiner

Please print: Street Address, City, State, Zip Code
[redacted]

I authorize this withdrawal and acknowledge receipt of the amount indicated below. Please sign in teller's presence. Two forms of ID may be required.

x [signature]

Twenty five thousand Dollars $ 25000.00

Bank Use Only (Whatever Is Not Applicable) TLR6586 (05/09) 10/10/2010

Customer Id:	Exp. date:	Taken Verified (✓) ☐	Approval:

⑈2651⑈ ⑆500000694⑆

Wells Fargo Internal Use When Bank; Wells Fargo Confidential When Completed

Copyright © 2002-06 Wells Fargo & Company. All rights reserved.

ACC004308
FILE #8302

Bank of America
Legal Order Processing
CA9-705-05-19
PO BOX 3609
Los Angeles, CA 90051

February 25, 2013

ARIZONA CORPORATION COMMISSION
ANNALISA WEISS
1300 WEST WASHINGTON, THIRD FLOOR
PHOENIX, AZ 85007

RE: Reference # L020513000512
Case: Mark Steiner
Name:

I, Blanca Gomez, declare that I am employed by Bank of America N. A. in the subpoena processing department and the Bank's designated duly authorized Custodian of Records for documents and/or information produced under the referenced legal order. The Bank reserves the right to designate another Custodian as it deems appropriate in the event an actual appearance is required concerning the records produced herein. I certify the authenticity of the records produced herewith and that they were:

a) Made at or near the time of the occurrence, condition or event of the matters set forth by, or from information transmitted by, a person with knowledge of those matters.
b) Kept in the course of regularly conducted activity.
c) Made by the regularly conducted activity as a regular practice, by the personnel of the business.

The identity of the records produced is as follows:

- Statements, Signature Cards, Customer Profile, in the name of Mark G. Steiner for account number ending 3470 for the time period of 01/01/08 to 10/21/10.
- Statements, in the name of Mark G. Steiner for account number ending 3408 for the time period of 01/01/08 to 08/27/09.
- Statements, in the name of Mark G. Steiner for account number ending 0177 for the time period of 01/01/08 to 09/21/11.
- Statements, in the name of Mark G. Steiner for account number ending 0180 for the time period of 01/01/08 to 09/23/11.

The enclosed records are true copies of bank records in the custodian's possession as described in the referenced legal order. I am familiar with the mode of preparation of the enclosed records and they are prepared as follows:

SIGNATURE CARDS: The customer whose name appears on the signature card submitted the form to the Bank to open deposit account(s). The customer provided information that was relied upon by the Bank. The customer signed the form. The signature card was stored at and retrieved from the Banking Center or the Bank's record center.

STATEMENTS: Each statement was prepared after the closing date of the account cycle as indicated on the statement. The statement reflects debits (from checks, point of sale, ATM and teller withdrawals, fees, etc.) and credits (deposits, etc) to the account during the period covered by the statement.

OTHER: Original records were prepared or received at or near the time of their creation and were stored by the Bank in the ordinary course of business. Upon receipt of this subpoena, the Bank searched and retrieved the original records and prepared a true and correct copy, using generally accepted photocopying techniques.

EXHIBIT
S-63
ADMITTED

MISSING ITEMS: Copies of requested transactions may be missing for the following reasons: Item is not on film; item is fogged, blank, black, damaged, destroyed or not available; item is covered by another item; transaction relates to an electronic transaction; or there are other reasons that prevent the Bank from completing a thorough search of records or producing the record(s).

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 25 day of February, 2013, in the city of Los Angeles, in the State of CA.

Should you need to forward any additional correspondence to us regarding this matter, please direct it to the address noted above. When contacting the Bank regarding this Subpoena, please use the Reference # L020513000512.

Blanca Gomez
SR Operations Representative
CA - Legal Order Processing
213-580-0701
882X

State Of California)
)
County Of Los Angeles)

On February 25, 2013 before me, **Hardik Shah, Notary Public**, personally appeared Blanca Gomez who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

HARDIK SHAH
COMM. # 1952095
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires
September 15, 2015

Place Notary Seal Above

Signature of Notary Public

SUBPOENA

SECURITIES DIVISION
ARIZONA CORPORATION COMMISSION

FEB 5 AM 10 18

CERTIFIED

TO: **Custodian of Records**
Bank of America, N.A.
Subpoena Processing #5473
Mail Code CA9-705-05-19
P.O. Box 3609
Los Angeles, CA 90051

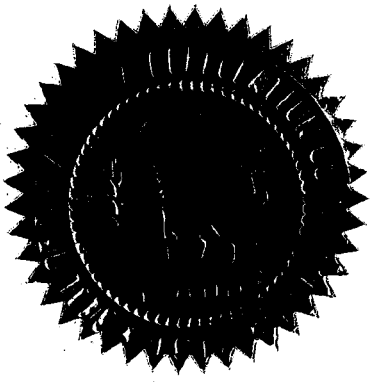
This Subpoena contains a:
NON-DISCLOSURE ORDER
DO NOT NOTIFY CUSTOMER

In the matter of

Out of the Blue Processors, Inc., File #8302

involving possible violations of the Securities Act and/or Investment Management Act of Arizona

PURSUANT TO A.R.S. § 44-1823 AND A.R.S. § 44-3133, YOU ARE HEREBY REQUIRED to appear before **Annalisa Weiss** of the Securities Division of the Arizona Corporation Commission at 1300 West Washington, Third Floor, Phoenix, Arizona 85007, on the **18th day of February, 2013 at 10 o'clock AM**, to PRODUCE THE DOCUMENTS SPECIFIED IN EXHIBIT "A", which is attached and incorporated by reference.



The seal of the Arizona Corporation Commission is affixed hereto, and the undersigned, a member of said Arizona Corporation Commission, or an officer designated by it, has set her hand at Phoenix, Arizona this 29th day of January, 2013.

Julie Coleman
Chief Counsel of Enforcement
Securities Division

Information and documents obtained by the Securities Division in the course of an investigation are confidential, unless made a matter of public record. The Securities Division may disclose the information or documents to a county attorney, the attorney general, a United States Attorney, or to law enforcement or regulatory officials to be used in any administrative, civil, or criminal proceeding. You may, in accordance with the rights guaranteed to you by the Fifth Amendment of the Constitution of the United States, refuse to give any information that might establish a direct link in a chain of evidence leading to your criminal conviction.

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, as well as request this document in an alternative format, by contacting Shaylin A. Bernal, Executive Assistant to the Executive Director, voice phone number (602) 542-3931, e-mail sabernal@azcc.gov. Requests should be made as early as possible to allow time to arrange the accommodation.

Pursuant to A.R.S. § 44-1825 and A.R.S. § 44-3134, failure to comply with this subpoena may result in the application for a finding of contempt.

Pursuant to A.A.C. R14-4-304, any person required to appear at a formal interview may be represented by legal counsel.

ACC001148
FILE #8302

L0205130005/2

AFFIDAVIT OF SERVICE (INDIVIDUAL)

State of Arizona)
County of Maricopa) ss.:

_____, being duly sworn, deposes and says:

I, for the Securities Division of the Arizona Corporation Commission, Phoenix, Arizona, served an original of this subpoena by:

_____ Personal Service on the person named in the subpoena.

_____ Leaving a copy at the dwelling house of the person named in the subpoena with a person of suitable age (not less than 16 years of age) and discretion, then residing there.

_____ Leaving a copy at the usual place of business or employment of the person named in the subpoena with an employee, express or implied agent, supervisor, owner, officer, partner, or other similar person of suitable age and discretion (not less than 16 years of age).

_____ Leaving a copy with an agent authorized by express or implied appointment or by law to receive process for the person named in the subpoena.

_____ Mailing a copy, by certified mail with return receipt requested, in an envelope addressed to the last known dwelling house or usual place of abode or last known business address, postage prepaid.

Name of Person Served: _____

Relationship to Person Named: _____

Place of Service: _____

Time and Date of Service: _____

Service Performed by: _____

Title: _____

Signature of Affiant: _____

Sworn to before me this _____ day of _____, 2013.

_____

Notary Public

AFFIDAVIT OF SERVICE (BUSINESS ENTITY)

State of Arizona)
County of Maricopa) ss.:

_____, being duly sworn, deposes and says:

I, for the Securities Division of the Arizona Corporation Commission, Phoenix, Arizona, served an original of this subpoena by:

_____ Leaving a copy with an employee, of suitable age and discretion, (not less than 16 years of age) at any place of business of the corporation, partnership, trust, limited liability company, association, or other business entity.

_____ Leaving a copy with any officer or director of a corporation, managing or general partner of a partnership, trustee of a trust, member of a member-managed limited liability company, manager of a manager-managed limited liability company or any authorized representative of an association or other business entity.

_____ Leaving a copy with an agent authorized by express or implied appointment or by law to receive process for the entity named in the subpoena.

_____ Mailing a copy, by certified mail with return receipt requested, in an envelope addressed to the last known business address, postage prepaid.

Name of Person Served: _____

Relationship to Person Named: _____

Place of Service: _____

Time and Date of Service: _____

Service Performed by: _____

Title: _____

Signature of Affiant: _____

Sworn to before me this _____ day of _____, 2013.

_____

Notary Public

EXHIBIT "A"

For the period from **January 1, 2008**, to the present:

1. Bank statements for any and all accounts, whether open or closed, for:

- **Mark G. Steiner SSN#**[redacted]

2. Signature cards and Know Your Customer file for the above accounts whether signed on a date within the range identified above or on any prior date that result in the signature cards being in force during the date range identified above.

BEFORE COMPLYING WITH ITEM #3 BELOW, PLEASE SUBMIT ITEMS #1 AND #2 AT THIS TIME ONLY. THESE WILL BE MARKED TO IDENTIFY THE SPECIFIC DOCUMENTS REQUIRED.

3. Documents supporting all deposits to and withdrawals from the above accounts.

For each deposit, provide a copy of the deposit slip and both sides of all offsets. If the money was transferred from another account, provide the name, address and account number of the originator.

For each check or other debit indicated, provide a copy of both sides of the document. If the money was transferred to another account, provide the name, address and account number of the beneficiary.

For each wire transfer or electronic transaction, provide the identity of both the originator and the beneficiary of the transaction. If the money was transferred to/from another account, provide the name, address and account number of the originator/beneficiary.

For each transaction marked as counter debit, cash withdrawal or withdrawal, provide the negotiated copy of the cashier's check, official bank check, money order or other financial instrument that was purchased. If the money was transferred to another account provide the name, address and account number of the beneficiary. If cash was withdrawn provide the Currency Transaction Report or the Suspicious Activity Report, if any, along with the cash out ticket for the transaction.

Provide the Teller's Journal for each transaction.

For any bill paying service provided, provide a listing of all payees, their addresses and routing and account numbers. Provide for each transaction, debit or credit, the payee, routing number, account number, and the date and amount of the transaction.

4. Documentation supporting all loan accounts in the name of the above named persons or entities including but not limited to, loan applications, signed loan agreements, financial statements submitted, employment verifications, a description of any collateral given and an analysis of activity in the loan accounts.

5. Documentation supporting any and all safe deposit boxes rented by the above persons or entities, including but not limited to original contract and entry tickets.

6. All correspondence with the persons or entities named above.

7. Any and all documents pertaining to the above accounts including but not limited to such things as copies of cashier's checks and wire transfer offsets.

8. Enclosed is a copy of an Official Check numbered as follows:

- 008683480

Provide documentation showing the origin of the funds used to purchase the Cashier's Check. For transfers of monies from an internal bank account, provide the name, address and account number of the originator. For cash transactions include any Currency Transaction Repots of the Suspicious Activity Report, if any, along with the cash in ticket for the transaction. If purchased with a check provide both sides of the negotiated check.

0002269 463#[redacted]9480

Bank of America

AZ

MASTER AGREEMENT AND IRS CERTIFICATION STATEMENT

Personal Deposit Accounts 0002269 463#[redacted]3470

You begin a deposit account relationship with us by giving us information about yourself and by signing below. We enter the information on our computer system.

For most accounts, we give you a VERSATEL® Card, which you may use to identify yourself at our branches. You may also use your card for VERSATEL Services if you request a personal identification number (PIN).

The written information we give you is part of this agreement and tells you the current terms of our deposit accounts and VERSATEL Services. We may change these terms at any time. We inform you of changes that affect your rights and obligations.

If more than one person signs below, all accounts are held in joint tenancy with right of survivorship unless you specify another type of ownership here:

TAXPAYER IDENTIFICATION NUMBER (TIN) TO BE USED FOR DEPOSIT ACCOUNT TAX REPORTING PURPOSES: [redacted]

(Check only one box ☑)

☐ The signer whose TIN is listed above has been notified by the Internal Revenue Service that he/she is currently subject to backup withholding because of underreporting of interest or dividends.

☐ No signer is a citizen, resident, or doing business in the United States. Each signer represents that he/she is the beneficial owner of each account opened under this Master Agreement. Since all signers are considered Non-Resident Aliens under United States tax law, each signer is providing his/her permanent foreign address:

1 [redacted]
STREET ADDRESS CITY, PROVINCE, COUNTRY, POSTAL ZONE

2 [redacted]
STREET ADDRESS CITY, PROVINCE, COUNTRY, POSTAL ZONE

3 [redacted]
STREET ADDRESS CITY, PROVINCE, COUNTRY, POSTAL ZONE

ACCOUNT NAME(S): STEINER, MARK G
STEINER, SHELLY K.

We may pay out funds on any one of the signatures below (unless you specify another number here ____). Under penalties of perjury, each signer certifies that the taxpayer information above is correct and complete. Each signer also confirms that all other information given to us is correct and a copy of our FACTS book has been received.

The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.

1 X [signature] DATE 7,3,97
SIGNATURE

2 X [signature] DATE 7,3,97
SIGNATURE
SOCIAL SECURITY NO. [redacted]

3 X DATE / /
SIGNATURE
SOCIAL SECURITY NO. ___-__-____

EXHIBIT
5-64
ADMITTED

ACC001475
FILE #8302

ACCOUNT INFORMATION		OPENED		DATE CLOSED	CLOSING REASON CODE	CUSTOMER'S AUTHORIZATION TO ADD NEW ACCOUNT
TYPE	ACCOUNT#	DATE	BY			
3 DDA	[redacted] 3470	7/3/97	[illegible]			
SDW2	[redacted] 6595	7/3/97	[illegible]	4-22		Closed
IMAX	[redacted] 9480	8/22/97	[illegible]	109K		

TRUSTEE ACCOUNT/BENEFICIARY/POD INFORMATION

ACCOUNT#	BENEFICIARY NAME	BIRTHDATE	CUSTOMER'S INITIALS

List the account number and the beneficiary information associated with each account.

*Required to confirm designated beneficiary(ies).

Documentation Received: *(if applicable)*

- ☐ Court Order
- ☐ Letters of Administration
- ☐ Letters of Conservatorship
- ☐ Letters of Guardianship
- ☐ Letters Testamentary
- ☐ Trust Agreement
- ☐ Power of Attorney
- ☐ Other _____

IDENTIFICATION

1. ID #1 TXDL [redacted] ID #2 [redacted]
2. ID #1 TXDL [redacted] 5-17-98 ID #2 SSC [redacted]
3. ID #1 _____ ID #2 _____

CHEXSYSTEMS VERIFICATION

Date Verified 7/3/97 By [illegible]

- ☐ No Record _____
- ☐ Existing Customer Acct # _____
- ☐ Hit Overidden By _____
- ☐ Multiple Inq. Approved By _____

PIN AUTHORIZATION–NEW ACCOUNT

PVV _____ DESOFST _____ COUNT _____

VERSATEL CARD NUMBER

1. _____
CARDHOLDER NAME

PVV _____ DESOFST _____ COUNT _____

VERSATEL CARD NUMBER

2. _____
CARDHOLDER NAME

MISC-4867-AZ 1-97

Bank of America NT&SA • Member FDIC

ACC001475.01
FILE #8302

Notice

CRD® or IARD(TM) Information: This report contains information from the CRD (Central Registration Depository) system, or the IARD system (Investment Advisers Registration Depository), which are operated by FINRA, a national securities association registered under the Securities Exchange Act of 1934. The CRD system primarily contains information submitted on uniform broker-dealer and agent registration forms and certain other information related to registration and licensing. The IARD system primarily contains information submitted on uniform investment adviser and agent registration forms and certain other information related to registration and licensing. The information on Uniform Forms filed with the CRD or IARD is deemed to have been filed with each regulator with which the applicant seeks to be registered or licensed and shall be the joint property of the applicant and such regulators. The compilation constituting the CRD database as a whole is the property of FINRA. Neither FINRA nor a participating regulator warrants or guarantees the accuracy or the completeness of the CRD or IARD information. CRD information consists of reportable and non-reportable information.

FINRA operates the CRD system in its capacity as a registered national securities association and pursuant to an agreement with the North American Securities Administrators Association, Inc. (NASAA).

FINRA operates the IARD system as a vendor pursuant to a contract with the Securities and Exchange Commission and undertakings with NASAA and participating state regulators.

Reportable Information: Information that is required to be reported on the current version of the uniform registration forms.

Non-Reportable Information: Information that is not currently reportable on a uniform registration form. Information typically is not reportable because it is out-of-date; it was reported in error; or some change occurred either in the disposition of the underlying event after it was reported or in the question on the form that elicited the information. Although not currently reportable, this information was once reported on a uniform form and, consequently, may have become a state record. Users of this information should recognize that filers have no obligation to update non-reportable data; accordingly, it may not reflect changes that have occurred since it was reported.

EXHIBIT
S-65
ADMITTED

Individual 1834102 - STEINER, MARK GLENDON

Administrative Information
Composite Information

Full Legal Name	STEINER, MARK GLENDON
State of Residence	AZ
Active Employments	<<No Current Active Employments found for this Individual.>>
Reportable Disclosures?	The specified individual has no disclosure that qualifies for reporting under this section (i.e., disclosure required to be reported on Form U-4 or Form U-5). Regulatory and Broker/Dealer Users: Please note that there are three types of disclosure in Web CRD: Reportable, Legacy and Archive disclosure. An individual with no reportable disclosure may or may not have Legacy or Archive disclosure. Investment Adviser Users: Please note that IARD does not include Legacy disclosure. Information reported on previous form filings through IARD is available under Filing History.
Statutory Disqualification?	BLNK
Registered With Multiple Firms?	No
Material Difference in Disclosure?	No

Personal Information

Individual CRD#	1834102
Other Names Known By	<<No Other Names found for this Individual.>>
Year of Birth	1964

Registrations with Current Employer(s)

<<No Registrations with Current Employer(s) found for this Individual.>>

Registrations with Previous Employer(s)

From 04/12/2002 To 04/13/2005 WORLD GROUP SECURITIES, INC.(114473)
Reason for Termination Other
Termination Comment FAILURE TO PAY E&O

Regulator	Registration Category	Status Date	Registration Status	Approval Date
AZ	AG	04/13/2005	TERMED	04/12/2002
FINRA	IP	04/13/2005	TERMED	04/12/2002
FINRA	IR	04/13/2005	TERMED	04/12/2002
LA	AG	01/09/2003	TERMED	04/12/2002
MD	AG	01/09/2003	TERMED	04/12/2002

From 06/02/1998 To 04/12/2002 WMA SECURITIES, INC.(32625)
Reason for Termination
Termination Comment

Regulator	Registration Category	Status Date	Registration Status	Approval Date
AZ	AG	04/12/2002	MASS_TRNSF	06/12/1998
FINRA	IP	04/12/2002	MASS_TRNSF	07/03/2000
FINRA	IR	04/12/2002	MASS_TRNSF	06/12/1998
LA	AG	04/12/2002	MASS_TRNSF	08/13/1998

Individual 1834102 - STEINER, MARK GLENDON

Administrative Information
Professional Designations

<<No Professional Designations found for this Individual.>>

Employment History

From	04/2002	To	Present	**Name**	WORLD GROUP SECURITIES, INC.
				Location	MESA, AZ, USA
				Position	REGISTERED REP
				Investment Related	Yes
From	06/2001	To	Present	**Name**	WFG
				Location	MESA, AZ, USA
				Position	ASSOC.
				Investment Related	No
From	02/2001	To	Present	**Name**	PARADIAM HOME LENDING
				Location	GILBERT, AZ, USA
				Position	BRANCH MANAGER
				Investment Related	No
From	12/2000	To	Present	**Name**	OUT OF THE BLUE CONCEPTS
				Location	SCOTTSDALE, AZ, USA
				Position	PRINCIPLE
				Investment Related	No
From	12/2000	To	Present	**Name**	OUT OF THE BLUE FINANCIAL SERVICES
				Location	SCOTTSDALE, AZ, USA
				Position	PRINCIPLE
				Investment Related	No
From	12/2000	To	Present	**Name**	OUT OF THE BLUE PROCESSORS
				Location	SCOTTSDALE, AZ, USA
				Position	PRINCIPLE
				Investment Related	No
From	06/1998	To	04/2002	**Name**	WMA SECURITIES, INC.
				Location	GILBERT, AZ
				Position	NOT PROVIDED
				Investment Related	Yes
From	07/1997	To	12/1998	**Name**	DEDICATED COMMUNICATIONS
				Location	PHOENIX, AZ
				Position	DIRECTOR - DIRECTOR

Individual 1834102 - STEINER, MARK GLENDON

Administrative Information

Office of Employment History

Office of Employment Address

CRD Branch#	NYSE Branch Code#	Firm Billing Code	Registered Location?	Private Residence?	Address Start Date	Address End Date	Type of Office
		495BY	No	No	04/12/2002	04/13/2005	Located At

Address 1423 S. HIGLEY RD, BLDG 7/STE 118
MESA, AZ 85206 USA

From 06/1998 To 04/2002

Name WMA SECURITIES, INC.(32625)

Independent Contractor No

Office of Employment Address

CRD Branch#	NYSE Branch Code#	Firm Billing Code	Registered Location?	Private Residence?	Address Start Date	Address End Date	Type of Office
			No	No	06/02/1998	04/12/2002	Located At

Address 459 N GILBERT RD STE C100
GILBERT, AZ 85234

Other Business

<<No Other Business found for this Individual.>>

Exam Appointments

<<No Exam Appointments found for this Individual.>>

Exam History

Exam	Enrollment ID	Exam Status	Status Date	Exam Date	Grade	Score	Window Dates
S6	19520419	Official Result	06/11/1998	06/11/1998	Passed	84	-
S26	19520418	Official Result	07/03/2000	06/29/2000	Passed	73	03/01/2000-06/29/2000
S63	19520420	Official Result	06/09/1998	06/09/1998	Passed	78	-

CE Regulatory Element Status

Current CE Status 2YEARTERMED

CE Base Date

CE Appointments

<<No CE Appointments found for this Individual.>>

Current CE

<<No Current CE found for this Individual.>>

Next CE

<<No Next CE found for this Individual.>>

CE Directed Sequence History

<<No CE Directed Sequence History found for this Individual.>>

Inactive CE History Dates

From 10/10/2006 To 04/16/2007

Individual 1834102 - STEINER, MARK GLENDON

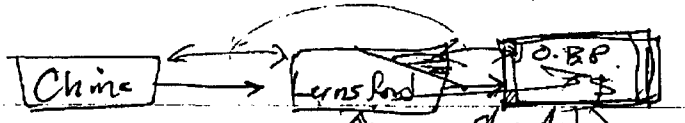
Reportable Events

<<No Reportable Events found for this Individual.>>

Regulator Archive and Z Records

<<No Regulator Archive and Z Records found for this Individual.>>

These are Mark's diagram's. RD.



$2M → $400K
900K
4M → Investors
$6M
$2M

Jon. Project cost — $100M → $2M

El Tigre 200M → 4M

Africa $3b. $30M
↓
$770M $7.

15 project $51B

$7M
-100K
-500K
$400K

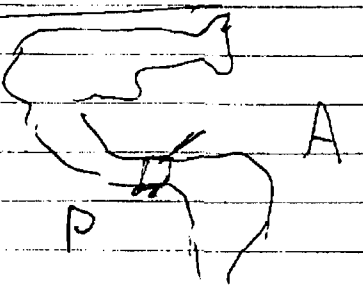


EXHIBIT
S-66
ADMITTED

[redacted]

Jim Wahl< wahlfinancial@[redacted]

(no subject)

2 messages

Rolf Heartburg < heartburginv@[redacted] Mon, Sep 3, 2012 at 7:59 PM
To: Jim Wahl <wahlfinancial@[redacted]

Jim
I have been in contact with Mark. The Nigerian delegation will be in China September 12-28th. They were supposed to be there earlier, but there were some visa issues, which has delayed it to the aforementioned dates. This explains why Mark and Lunsford decided to make the trip to Uganda earlier than first planned. It appears as if there are some technical changes that will be agreed upon, and then the final contract will be signed, with the final report going to the bank for funding all at the same time during those dates. This is great news! It is also what I have anticipated to take place.

Big favor to ask. Can you loan me $200 by tomorrow, 9/4/12? I desperately need some help. Please give me a ring when you get in [redacted] Thanks Jim.

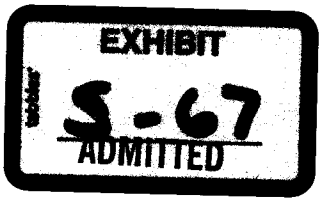
--
Rolf Heartburg
Heartburg Investment Counseling
602-606-7038 (office)
[redacted] (mobile)
www.heartburginvestment.com

Jim Wahl< wahlfinancial@[redacted] Thu, Sep 6, 2012 at 11:09 AM
To: Rebecca Flowers <rebeccaflowers@[redacted]

This is an FYI.
[Quoted text hidden]
--
Best regards,

Jim

Wahl Financial
2633 East Indian School Road
Suite 410
Phoenix, AZ 85016
602-606-7044 T
[redacted] *C*
602-494-0500 F



[redacted]

Jim Wahl< wahlfinancial@[redacted]

Fwd: Update 9-26-12

1 message

Rolf Heartburg< heartburginv@[redacted] Fri, Sep 28, 2012 at 12:09 PM
To: Rolf Heartburg <heartburginv@[redacted]
Bcc: wahlfinancial@[redacted]

Latest developments. Mark returned yesterday and I spoke with him today. Things are great!!!!

--------- Forwarded message ---------
From: <mark@secondopinionsolutions.net>
Date: Wed, Sep 26, 2012 at 11:32 PM
Subject: Update 9-26-12
To:

Hey All:

We have just returned from a long and productive trip from China and Uganda. Before I get into the update, let me apologize...Upon my return, I received a litney of emails and phone messages from some of you. I apolgize for not responding while I was in China. There are a couple of reason for that:
1. This email service was not accessible in China (it has been in the past, but for whatever reason, was not during this trip. That means I didn't have access to your email addresses)
2. Cell service overseas is quite expensive, so I do not use my cell phone except for critical discussions.

Thank you for your understanding...back to the update

As I mentioned, we have a very productive trip. As many of you know, our intent was to finalize the paperwork for the 1200 MW power plant in Nigeria. The paperwork included several sections of Technical details review and agreement and several sections of Financial details review and agreement. Suffice it to say that after two solid weeks of discussions, we got through approx 99% of the Technical review and probably 80% + of the financial review. The incomplete points in both sections are pending some engineering confirmations and the related cost adjustments. It is expected to take approx 10-14 days to finalize information including repricing, then a week of review in Nigeria. Upon completion of review, the Chinese team will travel to Nigeria and sign the final documentation. Both parties were very cooperative and focused on designing, engineering and producing one of the best power plants they can to suit the requirements of Nigeria. If all goes as planned, the project detail should be completed by the end of October - beginning of November.

In addtion to advancing that project, we put under MOU contract more than 1 dozen new projects between Nigeria and Uganda, including several small 20 - 25 MW power plants, an economic development office building, a 1000 MW power plant and 120 Kilometer transmission facility. These projects will take us into the next 2 years of major infrastructure development.

We will continue to pursue these projects and others not mentioned here, but currently in discussion. The dedication and commitment to these projects by you, our Chinese partners and Lunsford Consulting will be realized soon.

EXHIBIT
S-68
ADMITTED

ACC005209
FILE #8302

Thank you for your support and patience. Good things come to those who wait...and wait...and wait! (haha)

Thanks again,

Sincerely,

Mark Steiner

--
Rolf Heartburg
Heartburg Investment Counseling
602-606-7038 (office)
[redacted] (mobile)
www.heartburginvestment.com

Allianz

No. 0009104613

Check Date: 05/02/2012

P.O. Box 59060
Minneapolis, Minnesota 55459-0060
1-800-950-1962

May 1, 2012

Re: Partial surrender on contract # 70584683 REBECCA FLOWERS

Dear REBECCA FLOWERS:

The attached check in the amount of $50,000.00 represents a partial surrender on your annuity contract.

Your contract values have been adjusted due to the partial surrender. The cash value has been reduced by the amount of the withdrawal and the accumulation value has been reduced by a proportionate amount. An explanation of the values related to a partial surrender is in your contract.

Please be advised that $3,753.64 will be reported to the IRS as taxable for the current tax year. Contract owners under the age of 59½ may be subject to certain IRS premature distribution penalties. Consult your attorney or tax advisor for specific details. Federal income tax has been withheld in the amount of $0.00 and state withholding in the amount of $0.00.

Thank you for the opportunity to help you reach your financial goals. If you have any questions, feel free to call us at 800.950.1962.

Policyholder Benefits
Allianz Life Insurance Company of North America

50K

Out of the Blue
Processing

EXHIBIT
S-69
ADMITTED

Allianz

No. 0009104123

Check Date: 05/02/2012

P.O. Box 59060
Minneapolis, Minnesota 55459-0060
1-800-950-1962

May 1, 2012

Re: Partial surrender on contract # 70588867 RAYMOND FLORES

Dear RAYMOND FLORES:

The attached check in the amount of $50,000.00 represents a partial surrender on your annuity contract.

Your contract values have been adjusted due to the partial surrender. The cash value has been reduced by the amount of the withdrawal and the accumulation value has been reduced by a proportionate amount. An explanation of the values related to a partial surrender is in your contract.

Please be advised that $1,904.49 will be reported to the IRS as taxable for the current tax year. Contract owners under the age of 59½ may be subject to certain IRS premature distribution penalties. Consult your attorney or tax advisor for specific details. Federal income tax has been withheld in the amount of $0.00 and state withholding in the amount of $0.00.

Thank you for the opportunity to help you reach your financial goals. If you have any questions, feel free to call us at 800.950.1962.

Policyholder Benefits
Allianz Life Insurance Company of North America

$50K
made payable to:
Out of the Blue Processor

EXHIBIT
S-70
ADMITTED

OPERATING AGREEMENT

OF

OUT OF THE BLUE PROCESSORS, LLC

AN ARIZONA LIMITED LIABILITY COMPANY

EFFECTIVE DATE OF OPERATING AGREEMENT: JUNE 1, 2008

address
Yearly Reports for 09-10-11-12 -
(Is this a producing LLD?)
oooeky? AZ
wasky? AZ

State of Organization: Arizona

Fiscal Year End: December

(Annual Reports to members - due date)

EXHIBIT
S-71
ADMITTED

ACC005017
FILE #8302

ARTICLE ONE
THE COMPANY

1.1 Formation. The parties agree that the Company be a Limited Liability Company, pursuant to the Arizona limited Liability Company Act as amended (the "Act").

1.2 Articles of Organization. The Members shall know that Articles of Organization reflecting the formation of the Company as a limited liability company are filed in the office of the Arizona Corporation Commission, and shall execute such further documents and take such further actions as shall be appropriate to comply with the requirements of the Act for the operation of a limited liability company.

1.3 Name. The name of the Company is OUT OF THE BLUE PROCESSORS, L.L.C.

1.4 Character of Business. The initial business and purposes of the Company shall be to engage in a business relationship(s) for any lawful purpose, specifically, to provide aspects of business development services and engage in the marketing of various products, both nationally and internationally for and between companies. The Company shall be authorized to engage in such other activities as may be necessary or appropriate in furtherance of the foregoing purposes. The Company shall not engage in any other business without the approval of all Members.

1.2 Principal Place of Business; Registered Agent. The location of the principal place of business of the Company shall be at 4824 E. Baseline Rd., Mesa, AZ 85206. The initial registered agent shall be Kent Ellsworth. The Company shall have the right to change the identity and location of its registered agent and principal place of business at any time.

1.3 Term. The term of the Limited Liability Company commenced upon the filing of the Articles of Organization and will terminate or be extended as provided herein.

1.4 Title to Property. Title to all property, real or personal, acquired by the Company shall be acquired, held and conveyed in the name of the Company unless the Members otherwise agree.

ARTICLE TWO
DEFINITIONS

2.1 Code. "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time. Any reference herein to a specific section of the Code shall be deemed to include a reference to any corresponding provision of future law.

2.2 Company Interest. The Company Interests of the Members shall be as follows:

DEREK HOWARD and SANDY HOWARD	6.6667%
DAVID LUND and STEPHANIE LUND	0.6167%
SNL & ASSOCIATES, LLC	6.6667%
MICHAEL LANEY	4.6667%
BRYCE PETERSON and LAUREL PETERSON	5.0000%
JACK AND JEANNE SHELL FLT	3.3333%
SOUTHRIDGE INVESTMENTS, LLC,	5.3333%
OVERALL PLUMBING,	3.0000%
JACK MURRELL	1.6667%
VANTAGE FBO ROBERT L. KOCKS IRA	3.3333%
MITCHELL LAYTON and NATALIE LAYTON	6.6667%
MICHELLE ROCK	0.6667%
SHANE LANEY	0.3333%
LEE WEISS	6.6667%
KIM WEISS	3.3333%
DAVID ANTESTENIS	1.3333%
LUCKY DOG INVESTMENT GROUP, LLC	1.0000%
THE KINKAID GROUP, LLC	2.0000%
JAMEY VERCELLI	1.6667%
FLORIN CAPITAL SOLUTIONS, LLC	1.0000%
JOE COURTNEY	0.4333%
CACHACA HOLDINGS, LLC	10.8000%
BARBARA MOORE TRUST	3.3333%
PATRICIA RIDDLE	5.0000%

SYLVIA ANDERSON	5.0000%
WILL LAW	1.6667%
CHINGERIA, LLC	2.1500%
RAYMOND J FLORES and/or REBECCA FLOWERS	3.3333%
REBECCA FLOWERS and/or RAYMOND J FLORES	3.3333%

2.3 Majority In Interest. "Majority In Interest" shall mean Members holding interests of more than fifty percent (50%).

2.4 Manager. "Manager" shall mean Mark Steiner. — address, phones, etc. of

2.5 Profits and Losses. "Profits and Losses" means, for each calendar year, and amount equal to the Company's taxable income or loss for such calendar year, adjustments determined necessary and appropriate by the Manager.

2.6 Treasury Regulations. Regulations issued by the Department of Treasury under the Code. Any reference herein to a specific section of sections of the Treasury Regulations shall be deemed to include a reference to any corresponding provision of future regulations under the Code.

ARTICLE THREE
OPERATION OF THE COMPANY

3.1 Limited Liability. The liability of the Members shall be limited as set forth in the Act. To the extent reasonably obtainable, the Manager shall insure that all loan documents, if any, and similar instruments executed on behalf of the Company indicated that no recourse will be available against the Members under any circumstances. No such recourse shall be granted without the express consent of the Members, which consent shall be in the sole discretion of each.

3.2 General Powers of Manager. The Manager shall have full discretion, responsibility and authority for the management of the Limited Liability Company's business and shall have all rights and powers generally conferred by law or necessary, advisable or consistent in connection therewith. The Manager shall perform such reasonable acts as may be consistent with good business practices in its performance as Manager.

3.3 Specific Powers of Manager. In addition to any rights and powers which it may possess, the manager shall have all specific rights and powers required for, or appropriate to, its management of the Limited Company business, conferred by

this Agreement or otherwise, and by way of illustration but not by way of limitation, the following:

3.3.1 To employ and dismiss from employment persons, firms or corporations on behalf of the Company and at the Company's expense to aid in operation and management of the Company purposes, including but not limited to accountants, attorneys, appraisers, architects, engineers and real estate agents (any of whom may be a partner, principals of a Partner or organizations having common ownership or control with a Partner) on such reasonable terms and for such reasonable compensation as the Manager shall deem in the best interests of the Company. Any compensation received by persons or entities affiliated with the Manager, or in which the manager has financial interest, shall be on terms no less favorable to the Company than those that could be obtained from any unaffiliated party;

3.3.2 To make such elections under the tax laws of the United States, the State of Arizona and other relevant jurisdictions as to the treatment of items of Company income, gain, loss, deduction and credit and as to all other relevant matters (including without limitation elections under section 754 of the Code), as it believes necessary or advisable;

3.3.3 In the event the Company has funds available for investment, to invest the same in such manner as the Manager deems appropriate under the circumstances and consistent with the purposes of the Company;

3.3.4 To execute, on behalf of the Company without hoinder by any Member, any and all documents or instruments of any kind which the Manager deems appropriate in carrying out the purposes of the Company, including, but without limitations, powers of attorney, sale and purchase contracts, loan agreements and other documents or instruments of any kind or character or any amendments thereto;

3.3.5 To reimburse itself for expenses incurred in the conduct of the Company's business, including the cost of organizing the Company;

3.3.6 To prepare and file any registration statement, this Agreement or any document or instrument necessary or appropriate to the Company's existence or business under any federal or state statue or regulation;

3.3.7 To delegate to other persons, firms or corporations such duties and responsibilities as it, in its sole discretion, may deem appropriate or advisable in order to conduct the business and affairs of the Company efficiently and effectively; and

3.3.8 To pay all the ordinary and necessary expenses of the Company, including but not limited to the expenses for taxes, professional fees for accounting and legal services (including reasonable legal fees to defend the Company status as a limited liability company for tax purposes), and other reasonable expenses.

3.4 Indemnification of Manager. The doing of any act or the failure to do any act by the Manager which shall not constitute fraud or intentional, wrongful misconduct in pursuance of the authority granted, the effect of which may cause or result in loss or damage to the Company, if done in good faith, shall not subject the Manager, its affiliates, officers, directors, employees or their successors and assigns, to any liability and , in such event, the Company will indemnify and hold assigns, from an y claim, loss, expense, liability, action or damage resulting from or relating to any such act or omission, including without limitation reasonable fees and expenses of attorneys engaged by it in defense of such act or omission and other reasonable costs and expenses of litigation and appeal.

3.5 Accounting by Manger. Upon receipt of notice of removal (or upon the resignation of the Manager), the removed or resigning Manager shall cause an independent accounting to be prepared covering the transactions of the Limited Liability Company since the end of the previous fiscal year through the date of receipt of such notice or resignation, and after receipt of such notice or resignation, the removed or resigning Manager shall not sell or dispose of any of the limited Liability Company property unless such sale or disposition is subject to a contract entered into by, and binding upon, the Limited Liability Company prior to the date upon which such notice was received or given by the Manager. If possible, the accounting shall be completed by the effective date of removal or resignation and shall consist of a Statement of Earnings and Balance Sheet for the period and as of the date specified above, in sufficient detail to accurately and fully reflect the earnings or losses for the period and the financial condition of the Limited Liability Company. The expenses of the accounting shall be borne by the Limited Liability Company in the event of removal or resignation of the Manager. Selection of the independent accountant to perform the accounting shall be in the discretion of the party bearing the accounting expenses; provided, however, that such independent accountant shall be a CPA or VPA firm.

3.6 Compensation of Managers. Initially, there will be no compensation of the managers due to the limited managerial requirements of the Company. In the event responsibilities increase such that regular time commitments must be made to the Company to efficiently manage the Company, the Manager will receive compensation to be paid out of gross revenues, commensurate with Industry standards for the role of a Manager.

3.7 Limitation on Power. Except as may otherwise be provided herein, no Member may have or exercise any right or power, the possession or exercise of which would cause it to incur personal liability or which would cause the Company to be taxed as an association (i.e., a corporation) under the Code. If any of the foregoing provisions shall have that effect, it shall be of no force or effect. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Agreement, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

3.8 Representatives. To facilitate the necessary discussion between the Members and the giving of consent when appropriate pursuant to the provisions hereof, each Member may designate a representative and alternate representative (collectively the "representatives") to represent such Member in connection with dealings with the other Member. In all instances, each Member shall endeavor to deal with the primary representative of the other Member, but in his absences the alternate may be relied upon. Each Member may rely absolutely on the consent, approval, disapproval, or execution and delivery of any instrument by, a representative, or, where appropriate, the alternate representative, of the other Member, and no Member shall be obligated or authorized to inquire as to whether a representative or alternate of the other Member shall actually have been authorized to take any action on behalf of the Member represented.

will?

will?

3.9 Removal of Manager. The Manager may only be removed for "cause". "Cause" as used in this Section shall be limited to the occurrence of any of the following events:

3.9.1 A material breach of this Agreement which is not cured after the receipt of notice within a reasonable period;

3.9.2 The filing of a voluntary or involuntary petition in bankruptcy or insolvency or of a petition for relief or reorganization under any bankruptcy or insolvency law;

3.9.3 Death;

3.9.4 Total and permanent disability as determined by a Majority in Interest of the Members, excluding the Manager's interest in the Company.

3.9.5 Fraud or intentional wrongful misconduct, or gross negligence.

3.10 Member Voting. All Members will have equal voting rights. Except for provisions provided in this Agreement, Members shall have no voting, approval, or consent rights. Members shall have the right to approve or disapprove matters as specifically stated in this Agreement.

? contradiction

3.11 Meetings of Members. Regular meetings of the Members shall be held at such place as determined by the Manager, from time to time as needed. Written notice stating the place, day and hour of each meeting of Members, the purpose for which the meeting will be called, shall be delivered within a reasonable timeframe, either in person, by mail, or by email at the direction of the Manager or person calling the meeting to each Member of record entitled to attend the meeting.

3.12 Action by Members Without a Meeting. Any action required or permitted to be taken by the Members at a meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, and signed by each Member entitled to vote. Any action taken under this section shall be effective when all members entitled to vote have signed the consent, unless the consent specifies a different effective date.

3.13 Tax Matters Member. The Members designate Kent Ellsworth, to serve as Tax Matters Member under the Code.

address or contact cell number, phone or other [illegible]

ARTICLE FOUR
ACCOUNTS, REPORTS AND AUDITS

4.1 Books. The manager shall maintain complete and accurate books of account of the Company's affairs at the office described above, which books shall be open to inspection and copying by any Member or by its authorized representative at any time during ordinary business hours. Such books shall be kept on the method of accounting required by the tax laws and otherwise in accordance with the procedures approved by the Members holding a Majority in Interest. The Company's accounting period shall end on December 31. The Manager shall keep such other books and records as may otherwise be required by the Act.

[illegible]

4.2 Reports. The books of account of the Company shall be closed after the end of each calendar year. Within forty-five (45) days thereafter, the manager shall prepare of cause to be prepared at the expense of the Company a written report to the other Members which shall include a statement of profits and losses of the year, a balance sheet, a cash flow statement, and such additional statements with respect to the status of the Company and the distribution of Company funds as are reasonably necessary to advise the Members properly concerning its investment in the Company.

4.3 Tax Elections and Reporting.

4.3.1 Generally. The Company shall make the following elections and take the following positions under the Code and Treasury Regulations and any similar state statutes:

4.3.1.1 Adopt the calendar year as the annual accounting period (unless otherwise required by the Code and Treasury Regulations).

4.3.1.2 Adopt the cash method of accounting (unless otherwise required by the Code and Treasury Regulations); and

4.3.1.3 Insofar as permissible, report the Company's tax attributes and results using principles consistent with those assumed in connection with entering into this Agreement.

4.3.2 Code Section 754 Election. The Company shall after the written request of any Member and upon approval of the Manager, file an election under Code Section 754 and the Treasury Regulations thereunder to adjust the basis of the Company's assets under Code Section 734(b) or 743(c) and a corresponding election under the applicable sections of state and local law.

Federal?

4.4 Company Tax Returns. The manager shall retain an accountant to prepare or review the necessary federal income tax returns and information returns for the Company. Other tax returns shall be prepared in a manner directed by the Manager.

"with the manager"

Reports to individual members for IRS purposes?

ARTICLE FIVE
RIGHTS AND OBLIGATIONS OF MEMBERS

5.1 Original Members. The original Members of the Company any shall be those persons who have signed this Operating Agreement.

5.2 List of Members. Upon the written request of any Members, the Manager shall provide a list showing the names, address and interests of all Members of the Company.

5.3 Limitation of Liability. Each Member's liability for the debts and obligations of the Company shall be limited as set forth in this Agreement, the Act and other applicable law.

5.4 Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Profits, Losses or Distributions; provided, however, that this Section shall not apply to loans (as distinguished from Capital Contributions) a Member has made to the Company.

5.5 Representation of Members.

5.5.1 Each Member represents and warrants to the other Members and to the Company that such Member:

5.5.1.1 Understands and agrees that it's Membership interest in the Company has not been registered under the Securities Act of 1933 or any similar state law regulating the offer or sale of securities and, therefore, such Membership Interest may not be transferred except in accordance with an effective registration under such Act and state law, or pursuant to an available exemption therefrom;

5.5.1.2 Takes his Membership Interest for his own account and not with any intent towards the resale or distribution thereof;

5.5.1.3 Has read and fully understands and agrees to be bound by all of the terms and provisions of this Agreement;

5.5.1.4 To the extent that such Member has had any questions with respect to the Company, this Agreement, or any other matter bearing upon such Member's decision to enter into the Company, has had a full an complete opportunity to make inquiry of the Manager and has had all of its questions answered to it's full and complete satisfaction;

5.5.1.5 Is capable of evaluating the relative merits and risks presented by an investment in the Company, and to the extent the Member has desired to do so, the Member has consulted with his own independent legal, tax and investment advisers, and terms of its investment objectives, and in terms of its financial situation;

5.5.1.6 Understands that the investment in the Company is a HIGH RISK INVESTMENT, that transfer of the Membership Interest is restricted pursuant to the Agreement, and that there presently exists no market for the Membership Interest and it is unlikely that one will develop; that transfers, offers, or sales of the Membership Interest are subject to the restrictions and conditions of the Securities Act of 1933 and applicable state securities laws be filed covering Membership Interests in the Company, or an exemption from registration under such act and under such state securities laws is available;

5.5.1.7 The Company has reasonable grounds to believe that the Member has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective participation, or the Member and his purchaser representatives (as defined in Rule 501 under the Securities Act of 1933) together have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the prospective participation and that such Member is able to bear the economic risk of the participation, and

5.5.1.8 Any other provision of this Agreement to the contrary notwithstanding, each Member agrees that such Member will not sell, assign, or otherwise transfer all or any portion of its Membership Interest in the Company to any Person who does not similarly represent and warrant and similarly agree not to sell, assign, or transfer such interest, or portion thereof, to any Person who does not similarly represent, warrant, and agree.

ARTICLE SIX
SHARING OF PROFITS AND LOSSES

6.1 Profits and Losses. "Profits" and "Losses" means, for each calendar year, an amount equal to the Company's taxable income or loss for such calendar year, determined in accordance with Code Section 703(a)(for this purpose, all items of income, gain, loss, or deduction required to be state separately pursuant to Code Section 703(b) (1) shall be included in taxable income or loss), subject to adjustments determined necessary and appropriate by the Manager.

6.2 Division of Profits and Losses. Per the "Private Placement Agreement" between Lunsford Consulting, Ltd. and the Company, the Company agreed to raised one million five hundred thousand dollars ($1,500,000.00) for operating capital for Lunsford Consulting, Ltd, in exchange for ten percent (10%) of Lunsford Consulting Ltd.'s gross revenue until investment is returned, then five percent (5%) of gross revenues in perpetuity. In the event the Company raises less than $1,500,000.00, the percentage of Lunsford Consulting, Ltd,'s revenue will be prorated in accordance with the percentage of monies raised. Members' percentage interest will be proportionate to the total investment dollars invested in the Company, and therefore will not be diluted.

6.3 Expenses. The Company intentionally has not allocated a specific percentage of revenues toward expenses. It is the intention of the Company to keep expenses at a minimum. However, any expenses of the Company will be paid and deducted from gross revenues. Once expenses have been paid, the remaining monies will be distributed according to the percentages stated in ARTICLE TWO, Section 2.2 of this Agreement.

ARTICLE SEVEN
TERMINATION

7.1 Death of a Member, Assignee Status. The death of a Member shall not cause the dissolution of the Company. The deceased Member's interest shall pass according the estate plan of the deceased Member. The person or persons who inherits the deceased Member's interest shall assume all rights of ownership of the deceased Member, so long as the new Member or Members sign and accept the current Operating Agreement. Failure to sing and accept the Operating Agreement will cause this new Member or Members to be the status of an assignee, entitled to the distributions otherwise attending his Company interest but having no vote or other prerogative of a Member.

7.2 Withdrawal or Resignation of Member. Except as otherwise specifically permitted in this Agreement, each member agrees not to voluntarily withdraw or resign (the "Resigning Member") from this Company. A Resigning Member shall not be entitled to a distribution of the fair value of his interest upon resignation, but rather shall have the status of an assignee, entitled to the distributions otherwise attending his Company Interest but having no vote or other prerogative of a Member. In addition, a Resigning Member shall be deemed in default of this Agreement and Liable for any resulting damages.

7.3 Involuntary Withdrawal Resulting from Creditors' Proceedings, Levies or Bankruptcy. If the interest of a Member is substantially affected by creditors' proceedings, levies on that Member's interest, or bankruptcy or other insolvency proceedings of that Member, then, in such event, this paragraph shall be applicable. In this event, the remaining members shall have the right to immediately purchase the share of the Member affected by these creditors' proceedings for the fair market value of such share. However, the purchase price shall be discounted from fair market value fifty percent (50%) in order to compensate the Company for the additional risks and problems resulting from the creditors' proceedings.

7.4 Termination of Company. The Company shall terminate and begin the winding up procedures upon the completion of the Agreement with its existing and future business relationships.

ARTICLE EIGHT
WINDING UP

8.1 Final Accounting. In the case of the dissolution and termination of the Company as provided herein, a proper accounting shall be made from the date of the last previous accounting to the date of termination.

8.2 Liquidation. Upon the termination of the Company, the Manager shall act as liquidator to wind up the Company, so long as the Manager is not then in default, If the Manager is in default, then a new liquidator shall be appointed by a Majority in Interest of the Members, other than the Manager. The liquidator shall have full power and authority to sell, assign or encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and businesslike manner.

8.3 Liquidating distributions. All proceeds from liquidation shall be distributed in the following order of priority:

8.3.1 To the payment of debts and liabilities of the Company and the expense of liquidation;

8.3.2 To the setting up of such reserves as the liquidator reasonably deems necessary for any contingent liabilities of the Company;

8.3.3 To each Member to the extent of, and in proportion to, their respective positive Capital Account balances; and

8.3.4 To each Member in accordance with their respective Company Interest.

8.4 Articles of Termination. Upon the completion of the distribution of Company assets, the Company shall be terminated and the persons acting as liquidators shall file Articles of Termination with the Arizona Corporation Commission and shall take such other actions as may be necessary to terminate the Company pursuant to the Act.

ARTICLE NINE
TRANSFERS

9.1 No Transfer. Except with the prior written consent of a majority of Members, no Member shall sell, transfer, assign, hypothecate, pledge or otherwise encumber, voluntarily or involuntarily, any portion of such Member's Company Interest or the right of such Member to profits of the Company or any other asset of the Company. Any sale, transfer, assignment or pledge by a Member or the encumbrance of a Member's Company Interest shall be void as against the Company and the other Members. In the event of any transfer of a Company Interest notwithstanding the provisions of this Section, an assignee shall not be a substituted member in this Company without the written consent of all remaining Members.

9.2 Right of First Refusal. In the event a Member desires to sell its interest in the Company and such Member shall have received a bona fide written offer to purchase its interest in the Company, such Member shall first offer in writing to sell its interest in the Company to the Company or the remaining Members on the same terms and conditions as set forth in said bona fide offer. The remaining Members shall have thirty (30) days after receipt of such offer to accept such offer in writing. If the Company or a Member does not purchase the interest, the Member may sell or otherwise transfer its interest in the Company to the third-party purchaser with in forty-five (45) days thereafter, provided, however, that any third-party purchaser shall first agree in writing to become bound by the terms and provisions of this Agreement and the remaining Member(s) consents to the sale, which transfers by a Member of such Member's interest will be exempt from the provisions of this Section:

written

9.2.1 Any transfer or gift, directly or in trust, by a Member of all or any part of its Company interest to the Member's grantor's trust, spouse, ancestor or lineal descendent; and

" 9.2.2 Any transfer by operation of law in the event of the death or incompetency of any Member. How establish incompetency?

The provisions of this Section, however, shall apply to any subsequent nonexempt transfer by any transferee which acquired such Company interest pursuant to an exempt transfer.

Who notifies Manager?
" " IRS?

ARTICLE TEN
NOTICES

10.1 Method of Notices. All notices herein shall be sent by certified or registered mail addressed as set forth below the Member's signature (except that any Member may from time to time give notice changing his address for that purpose). Any such notice shall be effective on the date set forth on the receipt of registered or certified mail or on the second day after mail, whichever is earlier.

10.2 Computation of Time. In computing any period of time under this Agreement, the date of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday ro legal holiday.

ARTICLE ELEVEN
GENERAL PROVISIONS

11.1 General. This Agreement, and referenced documents herein, contain the entire agreement of the parities, and may not be amended nor may nay rights hereunder be waived except by an instrument in writing signed by the party sought to be changed with such amendment or waiver. This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona, and shall be binding upon and shall inure to the benefit of the parties and their respective personal representatives and assignees, except as set forth above. Each party shall bear the expenses it may incur in connection with the transaction anticipated hereby without the right to be reimbursed therefore by the other party, and may be executed in any number of counterparts of the signature page, each of which shall be considered an original.

11.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be deemed an original.

11.3 Resolution of Disputes. The Members recognize that in all human endeavors disputes arise. It is important for maintaining long, mutually profitable and satisfying relationships to have these disputes settled for a minimum loss of time, money and aggravation. The parties agree to attempt to settle their disputes in the following order:

1st: Informal discussion and negotiation;
2nd: Informal mediation;
3rd: Formal mediation;
4th: Arbitration in the City of Phoenix before the American Arbitration Association in accordance with its rules and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

Legibility: Each signature to be printed below

IN WITNESS WHEREOF, the parties have entered into this Agreement of Limited Liability Company effective as of the date first above set forth.

MANAGER

Mark Steiner

Derek and Sandy Howard
Members

Signature / Print Name

SNL & ASSOCIATES, LLC
An Arizona Limited Liability Company,
Member

Signature / Print Name

Mitchell S and Natalie Layton
Members

Signature / Print Name

Michael Laney
Member

Signature / Print Name

Bryce and Laurel Peterson
Members

Signature / Print Name

Jack and Jeanne Shell FLT
Member

Signature / Print Name

Michelle Rock
Member

Signature / Print Name

MANAGER

Mark Steiner

Shane Laney
Members

_____ / _____
Signature Print Name

Jack Murrell
Member

_____ / _____
Signature Print Name

David and Stephanie Lund
Members

_____ / _____
Signature Print Name

Southridge Investments, LLC
An Idaho Limited Liability Company
Member

_____ / _____
Signature Print Name

Overall Plumbing
An Idaho Corporation
Member

_____ / _____
Signature Print Name

Lee and Kim Weiss
Members

_____ / _____
Signature Print Name

Vantage FOB Robert L. Kocks IRA
20860 N. Tatum Blvd. Suite 240
Phoenix, AZ 85050
Member

_____ / _____
Signature Print Name

MANAGER

Mark Steiner

David Antestenis
Member

Signature / Print Name

Lucky Dog Investment Group, LLC
An Arizona Limited Liability Company
Member

Signature / Print Name

The Kinkaid Group, LLC
An Arizona Limited Liability Company
Member

Signature / Print Name

Jamey Vercelli
Member

Signature / Print Name

Florin Capital Solutions, LLC
An Arizona Limited Liability Company
Member

Signature / Print Name

Joe Courtney
Member

Signature / Print Name

a "Cachaca" female cop?

Cachaca Holdings, LLC
An Arizona Limited Liability Company
Member

Signature / Print Name

MANAGER

Mark Steiner

could be chingueria
play on chingar
to "destroy" something
or someone

Barbara Moore Trust
Member

Signature / Print Name

Patricia Riddle
Member

Signature / Print Name

Sylvia Anderson
Member

Signature / Print Name

Will Law
Member

Signature / Print Name

Chingeria, LLC
An Arizona Limited Liability Company
Member

Signature / Print Name

Raymond J Flores and/or Rebecca Flowers
Member

Signature / Print Name

Rebecca Flowers and/or Raymond J Flores
Member

Signature / Print Name

OPERATING AGREEMENT

OF

OUT OF THE BLUE PROCESSORS II, LLC

AN ARIZONA LIMITED LIABILITY COMPANY

EFFECTIVE DATE OF OPERATING AGREEMENT: MAY 1, 2011

State of Organization: Arizona

Fiscal Year End: December

EXHIBIT
S-72
ADMITTED

OPERATING AGREEMENT
OF
OUT OF THE BLUE PROCESSORS II, LLC

THIS OPERATING AGREEMENT OF OUT OF THE BLUE PROCESSORS II, LLC, an Arizona limited liability company, ("Company") has been modified to meet the requirements of its business ventures this 1st day of June, 2008, and is made by , DAVID STEINER and MARY STEINER, husband and wife, SECOND OPINION SOLUTIONS, LLC a limited liability company, CACHACA HOLDINGS, LLC, a limited liability company, SUE PAINTER, individual herein after collectively referred to as the "Members".

RECITALS

A. The Members have determined that it best suits their business objectives to form a limited liability company pursuant to the laws of the State of Arizona so as to provide the Members with the protection afforded them by the Arizona Limited Liability Company Act.

B. In all other respects, however, it is the intention of the Members that this entity (hereinafter referred to as the "Company") shall be treated as a partnership for income tax and other purposes.

C. The initial purpose of the Company is set forth hereinafter.

NOW, THEREFORE, in consideration of the premises and mutual promises contained in this Agreement, the parties do hereby acknowledge membership in a Limited Liability Company as follows:

ARTICLE ONE
THE COMPANY

1.1 Formation. The parties agree that the Company be a Limited Liability Company, pursuant to the Arizona limited Liability Company Act as amended (the "Act").

1.2 Articles of Organization. The Members shall know that Articles of Organization reflecting the formation of the Company as a limited liability company are filed in the office of the Arizona Corporation Commission, and shall execute such further documents and take such further actions as shall be appropriate to comply with the requirements of the Act for the operation of a limited liability company.

1.3 Name. The name of the Company is OUT OF THE BLUE PROCESSORS II, L.L.C.

1.4 Character of Business. The initial business and purposes of the Company shall be to engage in a business relationship(s) for any lawful purpose, specifically, to provide aspects of business development services and engage in the marketing of various products, both nationally and internationally for and between companies. The Company shall be authorized to engage in such other activities as may be necessary or appropriate in furtherance of the foregoing purposes. The Company shall not engage in any other business without the approval of all Members.

1.2 Principal Place of Business; Registered Agent. The location of the principal place of business of the Company shall be at 4824 E. Baseline Rd., Mesa, AZ 85206. The initial registered agent shall be Kent Ellsworth. The Company shall have the right to change the identity and location of its registered agent and principal place of business at any time.

1.3 Term. The term of the Limited Liability Company commenced upon the filing of the Articles of Organization and will terminate or be extended as provided herein.

1.4 Title to Property. Title to all property, real or personal, acquired by the Company shall be acquired, held and conveyed in the name of the Company unless the Members otherwise agree.

ARTICLE TWO
DEFINITIONS

2.1 Code. "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time. Any reference herein to a specific section of the Code shall be deemed to include a reference to any corresponding provision of future law.

2.2 Company Interest. The Company Interests of the Members shall be as follows:

DAVID STEINER and MARY STEINER	13.3333%
SECOND OPINION SOLUTIONS, LLC	60.2667%
CACHACA HOLDINGS, LLC	11.7333%
SUE PAINTER	14.6667%

2.3 Majority In Interest. "Majority In Interest" shall mean Members holding interests of more than fifty percent (50%).

2.4 Manager. "Manager" shall mean Mark Steiner.

2.5 Profits and Losses. "Profits and Losses" means, for each calendar year, and amount equal to the Company's taxable income or loss for such calendar year, adjustments determined necessary and appropriate by the Manager.

2.6 Treasury Regulations. Regulations issued by the Department of Treasury under the Code. Any reference herein to a specific section of sections of the Treasury Regulations shall be deemed to include a reference to any corresponding provision of future regulations under the Code.

ARTICLE THREE
OPERATION OF THE COMPANY

3.1 Limited Liability. The liability of the Members shall be limited as set forth in the Act. To the extent reasonably obtainable, the Manager shall insure that all loan documents, if any, and similar instruments executed on behalf of the Company indicated that no recourse will be available against the Members under any circumstances. No such recourse shall be granted without the express consent of the Members, which consent shall be in the sole discretion of each.

3.2 General Powers of Manager. The Manager shall have full discretion, responsibility and authority for the management of the Limited Liability Company's business and shall have all rights and powers generally conferred by law or necessary, advisable or consistent in connection therewith. The Manager shall perform such reasonable acts as may be consistent with good business practices in its performance as Manager.

3.3 Specific Powers of Manager. In addition to any rights and powers which it may possess, the manager shall have all specific rights and powers required for, or appropriate to, its management of the Limited Company business, conferred by this Agreement or otherwise, and by way of illustration but not by way of limitation, the following:

3.3.1 To employ and dismiss from employment persons, firms or corporations on behalf of the Company and at the Company's expense to aid in operation and management of the Company purposes, including but not limited to accountants, attorneys, appraisers, architects, engineers and real estate agents (any of whom may be a partner, principals of a Partner or organizations having common ownership or control with a Partner) on such reasonable terms and for such reasonable compensation as the Manager shall deem in the best interests of the Company. Any compensation received by persons or entities affiliated with the Manager, or in which the manager has financial interest, shall be on terms no less favorable to the Company than those that could be obtained from any unaffiliated party;

3.3.2 To make such elections under the tax laws of the United States, the State of Arizona and other relevant jurisdictions as to the treatment of items of Company income, gain, loss, deduction and credit and as to all other relevant matters (including without limitation elections under section 754 of the Code), as it believes necessary or advisable;

3.3.3 In the event the Company has funds available for investment, to invest the same in such manner as the Manager deems appropriate under the circumstances and consistent with the purposes of the Company;

3.3.4 To execute, on behalf of the Company without hoinder by any Member, any and all documents or instruments of any kind which the Manager deems appropriate in carrying out the purposes of the Company, including, but without limitations, powers of attorney, sale and purchase contracts, loan agreements and other documents or instruments of any kind or character or any amendments thereto;

3.3.5 To reimburse itself for expenses incurred in the conduct of the Company's business, including the cost of organizing the Company;

3.3.6 To prepare and file any registration statement, this Agreement or any document or instrument necessary or appropriate to the Company's existence or business under any federal or state statue or regulation;

3.3.7 To delegate to other persons, firms or corporations such duties and responsibilities as it, in its sole discretion, may deem appropriate or advisable in order to conduct the business and affairs of the Company efficiently and effectively; and

3.3.8 To pay all the ordinary and necessary expenses of the Company, including but not limited to the expenses for taxes, professional fees for accounting and legal services (including reasonable legal fees to defend the Company status as a limited liability company for tax purposes), and other reasonable expenses.

3.4 Indemnification of Manager. The doing of any act or the failure to do any act by the Manager which shall not constitute fraud or intentional, wrongful misconduct in pursuance of the authority granted, the effect of which may cause or result in loss or damage to the Company, if done in good faith, shall not subject the Manager, its affiliates, officers, directors, employees or their successors and assigns, to any liability and , in such event, the Company will indemnify and hold assigns, from an y claim, loss, expense, liability, action or damage resulting from or relating to any such act or omission, including without limitation reasonable fees and expenses of attorneys engaged by it in defense of such act or omission and other reasonable costs and expenses of litigation and appeal.

3.5 Accounting by Manger. Upon receipt of notice of removal (or upon the resignation of the Manager), the removed or resigning Manager shall cause an independent accounting to be prepared covering the transactions of the Limited Liability Company since the end of the previous fiscal year through the date of receipt of such notice or resignation, and after receipt of such notice or resignation, the removed or resigning Manager shall not sell or dispose of any of the limited Liability Company property unless such sale or disposition is subject to a contract entered into by, and binding upon, the Limited Liability Company prior to the date upon which such notice was received or given by the Manager. If possible, the accounting shall be completed by the effective date of removal or resignation and shall consist of a Statement of Earnings and Balance Sheet for the period and as of the date specified above, in sufficient detail to accurately and fully reflect the earnings or losses for the period and the financial condition of

the Limited Liability Company. The expenses of the accounting shall be borne by the Limited Liability Company in the event of removal or resignation of the Manager. Selection of the independent accountant to perform the accounting shall be in the discretion of the party bearing the accounting expenses; provided, however, that such independent accountant shall be a CPA or VPA firm.

3.6 Compensation of Managers. Initially, there will be no compensation of the managers due to the limited managerial requirements of the Company. In the event responsibilities increase such that regular time commitments must be made to the Company to efficiently manage the Company, the Manager will receive compensation to be paid out of gross revenues, commensurate with Industry standards for the role of a Manager.

3.7 Limitation on Power. Except as may otherwise be provided herein, no Member may have or exercise any right or power, the possession or exercise of which would cause it to incur personal liability or which would cause the Company to be taxed as an association (i.e., a corporation) under the Code. If any of the foregoing provisions shall have that effect, it shall be of no force or effect. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Agreement, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

3.8 Representatives. To facilitate the necessary discussion between the Members and the giving of consent when appropriate pursuant to the provisions hereof, each Member may designate a representative and alternate representative (collectively the "representatives") to represent such Member in connection with dealings with the other Member. In all instances, each Member shall endeavor to deal with the primary representative of the other Member, but in his absences the alternate may be relied upon. Each Member may rely absolutely on the consent, approval, disapproval, or execution and delivery of any instrument by, a representative, or, where appropriate, the alternate representative, of the other Member, and no Member shall be obligated or authorized to inquire as to whether a representative or alternate of the other Member shall actually have been authorized to take any action on behalf of the Member represented.

3.9 Removal of Manager. The Manager may only be removed for "cause". "Cause" as used in this Section shall be limited to the occurrence of any of the following events:

3.9.1 A material breach of this Agreement which is not cured after the receipt of notice within a reasonable period;

3.9.2 The filing of a voluntary or involuntary petition in bankruptcy or insolvency or of a petition for relief or reorganization under any bankruptcy or insolvency law;

3.9.3 Death;

3.9.4 Total and permanent disability as determined by a Majority in Interest of the Members, excluding the Manager's interest in the Company.

3.9.5 Fraud or intentional wrongful misconduct, or gross negligence.

3.10 Member Voting. All Members will have equal voting rights. Except for provisions provided in this Agreement, Members shall have no voting, approval, or consent

rights. Members shall have the right to approve or disapprove matters as specifically stated in this Agreement.

3.11 Meetings of Members. Regular meetings of the Members shall be held at such place as determined by the Manager, from time to time as needed. Written notice stating the place, day and hour of each meeting of Members, the purpose for which the meeting will be called, shall be delivered within a reasonable timeframe, either in person, by mail, or by email at the direction of the Manager or person calling the meeting to each Member of record entitled to attend the meeting.

3.12 Action by Members Without a Meeting. Any action required or permitted to be taken by the Members oat a meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, and signed by each Member entitled to vote. Any action taken under this section shall be effective when all members entitled to vote have signed the consent, unless the consent specifies a different effective date.

3.13 Tax Matters Member. The Members designate Kent Ellsworth, to serve as Tax Matters Member under the Code.

ARTICLE FOUR
ACCOUNTS, REPORTS AND AUDITS

4.1 Books. The manager shall maintain complete and accurate books of account of the Company's affairs at the office described above, which books shall be open to inspection and copying by any Member or by its authorized representative at any time during ordinary business hours. Such books shall be kept on the method of accounting required by the tax laws and otherwise in accordance with the procedures approved by the Members holding a Majority in Interest. The Company's accounting period shall end on December 31. The Manager shall keep such other books and records as may otherwise be required by the Act.

4.2 Reports. The books of account of the Company shall be closed after the end of each calendar year. Within forty-five (45) days thereafter, the manager shall prepare of cause to be prepared at the expense of the Company a written report to the other Members which shall include a statement of profits and losses of the year, a balance sheet, a cash flow statement, and such additional statements with respect to the status of the Company and the distribution of Company funds as are reasonably necessary to advise the Members properly concerning its investment in the Company.

4.3 Tax Elections and Reporting.

4.3.1 Generally. The Company shall make the following elections and take the following positions under the Code and Treasury Regulations and any similar state statutes:

4.3.1.1 Adopt the calendar year as the annual accounting period (unless otherwise required by the Code and Treasury Regulations).

4.3.1.2 Adopt the cash method of accounting (unless otherwise required by the Code and Treasury Regulations); and

4.3.1.3 Insofar as permissible, report the Company's tax attributes and results using principles consistent with those assumed in connection with entering into this Agreement.

4.3.2 Code Section 754 Election. The Company shall after the written request of any Member and upon approval of the Manager, file an election under Code Section 754 and the Treasury Regulations thereunder to adjust the basis of the Company's assets under Code Section 734(b) or 743(c) and a corresponding election under the applicable sections of state and local law.

4.4 Company Tax Returns. The manager shall retain an accountant to prepare or review the necessary federal income tax returns and information returns for the Company. Other tax returns shall be prepared in a manner directed by the Manager.

ARTICLE FIVE
RIGHTS AND OBLIGATIONS OF MEMBERS

5.1 Original Members. The original Members of the Company any shall be those persons who have signed this Operating Agreement.

5.2 List of Members. Upon the written request of any Members, the Manager shall provide a list showing the names, address and interests of all Members of the Company.

5.3 Limitation of Liability. Each Member's liability for the debts and obligations of the Company shall be limited as set forth in this Agreement, the Act and other applicable law.

5.4 Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Profits, Losses or Distributions; provided, however, that this Section shall not apply to loans (as distinguished from Capital Contributions) a Member has made to the Company.

5.5 Representation of Members.

5.5.1 Each Member represents and warrants to the other Members and to the Company that such Member:

5.5.1.1 Understands and agrees that it's Membership interest in the Company has not been registered under the Securities Act of 1933 or any similar state law regulating the offer or sale of securities and, therefore, such Membership Interest may not be transferred except in accordance with an effective registration under such Act and state law, or pursuant to an available exemption therefrom;

5.5.1.2 Takes his Membership Interest for his own account and not with any intent towards the resale or distribution thereof;

5.5.1.3 Has read and fully understands and agrees to be bound by all of the terms and provisions of this Agreement;

5.5.1.4 To the extent that such Member has had any questions with respect to the Company, this Agreement, or any other matter bearing upon such Member's decision to enter into the Company, has had a full an complete opportunity to make inquiry of the Manager and has had all of its questions answered to it's full and complete satisfaction;

5.5.1.5 Is capable of evaluating the relative merits and risks presented by an investment in the Company, and to the extent the Member has desired to do so, the Member has consulted with his own independent legal, tax and investment advisers, and terms of its investment objectives, and in terms of its financial situation;

5.5.1.6 Understands that the investment in the Company is a HIGH RISK INVESTMENT, that transfer of the Membership Interest is restricted pursuant to the Agreement, and that there presently exists no market for the Membership Interest and it is unlikely that one will develop; that transfers, offers, or sales of the Membership Interest are subject to the restrictions and conditions of the Securities Act of 1933 and applicable state securities laws be filed covering Membership Interests in the Company, or an exemption from registration under such act and under such state securities laws is available;

5.5.1.7 The Company has reasonable grounds to believe that the Member has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective participation, or the Member and his purchaser representatives (as defined in Rule 501 under the Securities Act of 1933) together have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the prospective participation and that such Member is able to bear the economic risk of the participation, and

5.5.1.8 Any other provision of this Agreement to the contrary notwithstanding, each Member agrees that such Member will not sell, assign, or otherwise transfer all or any portion of its Membership Interest in the Company to any Person who does not similarly represent and warrant and similarly agree not to sell, assign, or transfer such interest, or portion thereof, to any Person who does not similarly represent, warrant, and agree.

ARTICLE SIX
SHARING OF PROFITS AND LOSSES

6.1 Profits and Losses. "Profits" and "Losses" means, for each calendar year, an amount equal to the Company's taxable income or loss for such calendar year, determined in accordance with Code Section 703(a)(for this purpose, all items of income, gain, loss, or deduction required to be state separately pursuant to Code Section 703(b) (1) shall be included in taxable income or loss), subject to adjustments determined necessary and appropriate by the Manager.

6.2 Division of Profits and Losses. Per the "Private Placement Agreement" between Lunsford Consulting, Ltd. and the Company, the Company agreed to raised seven hundred fifty thousand dollars ($750,000.00) for operating capital for Lunsford Consulting, Ltd, in exchange for five percent (5%) of Lunsford

Consulting Ltd.'s gross revenue until investment is returned, then two and one half percent (2.5%) of gross revenues in perpetuity. In the event the Company raises less than $750,000.00, the percentage of Lunsford Consulting, Ltd,'s revenue will be prorated in accordance with the percentage of monies raised. Members' percentage interest will be proportionate to the total investment dollars invested in the Company, and therefore will not be diluted.

6.3 Expenses. The Company intentionally has not allocated a specific percentage of revenues toward expenses. It is the intention of the Company to keep expenses at a minimum. However, any expenses of the Company will be paid and deducted from gross revenues. Once expenses have been paid, the remaining monies will be distributed according to the percentages stated in ARTICLE TWO, Section 2.2 of this Agreement.

ARTICLE SEVEN
TERMINATION

7.1 Death of a Member, Assignee Status. The death of a Member shall not cause the dissolution of the Company. The deceased Member's interest shall pass according the estate plan of the deceased Member. The person or persons who inherits the deceased Member's interest shall assume all rights of ownership of the deceased Member, so long as the new Member or Members sign and accept the current Operating Agreement. Failure to sing and accept the Operating Agreement will cause this new Member or Members to be the status of an assignee, entitled to the distributions otherwise attending his Company interest but having no vote or other prerogative of a Member.

7.2 Withdrawal or Resignation of Member. Except as otherwise specifically permitted in this Agreement, each member agrees not to voluntarily withdraw or resign (the "Resigning Member") from this Company. A Resigning Member shall not be entitled to a distribution of the fair value of his interest upon resignation, but rather shall have the status of an assignee, entitled to the distributions otherwise attending his Company Interest but having no vote or other prerogative of a Member. In addition, a Resigning Member shall be deemed in default of this Agreement and Liable for any resulting damages.

7.3 Involuntary Withdrawal Resulting from Creditors' Proceedings, Levies or Bankruptcy. If the interest of a Member is substantially affected by creditors' proceedings, levies on that Member's interest, or bankruptcy or other insolvency proceedings of that Member, then, in such event, this paragraph shall be applicable. In this event, the remaining members shall have the right to immediately purchase the share of the Member affected by these creditors' proceedings for the fair market value of such share. However, the purchase price shall be discounted from fair market value fifty percent (50%) in order to compensate the Company for the additional risks and problems resulting from the creditors' proceedings.

7.4 Termination of Company. The Company shall terminate and begin the winding up procedures upon the completion of the Agreement with its existing and future business relationships.

ARTICLE EIGHT
WINDING UP

8.1 Final Accounting. In the case of the dissolution and termination of the Company as provided herein, a proper accounting shall be made from the date of the last previous accounting to the date of termination.

8.2 Liquidation. Upon the termination of the Company, the Manager shall act as liquidator to wind up the Company, so long as the Manager is not then in default, If the Manager is in default, then a new liquidator shall be appointed by a Majority in Interest of the Members, other than the Manager. The liquidator shall have full power and authority to sell, assign or encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and businesslike manner.

8.3 Liquidating distributions. All proceeds from liquidation shall be distributed in the following order of priority:

8.3.1 To the payment of debts and liabilities of the Company and the expense of liquidation;

8.3.2 To the setting up of such reserves as the liquidator reasonably deems necessary for any contingent liabilities of the Company;

8.3.3 To each Member to the extent of, and in proportion to, their respective positive Capital Account balances; and

8.3.4 To each Member in accordance with their respective Company Interest.

8.4 Articles of Termination. Upon the completion of the distribution of Company assets, the Company shall be terminated and the persons acting as liquidators shall file Articles of Termination with the Arizona Corporation Commission and shall take such other actions as may be necessary to terminate the Company pursuant to the Act.

ARTICLE NINE
TRANSFERS

9.1 No Transfer. Except with the prior written consent of a majority of Members, no Member shall sell, transfer, assign, hypothecate, pledge or otherwise encumber, voluntarily or involuntarily, any portion of such Member's Company Interest or the right of such Member to profits of the Company or any other asset of the Company. Any sale, transfer, assignment or pledge by a Member or the encumbrance of a Member's Company Interest shall be void as against the Company and the other Members. In the event of any transfer of a Company

Interest notwithstanding the provisions of this Section, an assignee shall not be a substituted member in this Company without the written consent of all remaining Members.

9.2 Right of First Refusal. In the event a Member desires to sell its interest in the Company and such Member shall have received a bona fide written offer to purchase its interest in the Company, such Member shall first offer in writing to sell its interest in the Company to the Company or the remaining Members on the same terms and conditions as set forth in said bona fide offer. The remaining Members shall have thirty (30) days after receipt of such offer to accept such offer in writing. If the Company or a Member does not purchase the interest, the Member may sell or otherwise transfer its interest in the Company to the third-party purchaser with in forty-five (45) days thereafter, provided, however, that any third-party purchaser shall first agree in writing to become bound by the terms and provisions of this Agreement and the remaining Member(s) consents to the sale, which transfers by a Member of such Member's interest will be exempt from the provisions of this Section:

9.2.1 Any transfer or gift, directly or in trust, by a Member of all or any part of its Company interest to the Member's grantor's trust, spouse, ancestor or lineal descendent; and

9.2.2 Any transfer by operation of law in the event of the death or incompetency of any Member.

The provisions of this Section, however, shall apply to any subsequent nonexempt transfer by any transferee which acquired such Company interest pursuant to an exempt transfer.

ARTICLE TEN
NOTICES

10.1 Method of Notices. All notices herein shall be sent by certified or registered mail addressed as set forth below the Member's signature (except that any Member may from time to time give notice changing his address for that purpose). Any such notice shall be effective on the date set forth on the receipt of registered or certified mail or on the second day after mail, whichever is earlier.

10.2 Computation of Time. In computing any period of time under this Agreement, the date of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday ro legal holiday.

ARTICLE ELEVEN
GENERAL PROVISIONS

11.1 General. This Agreement, and referenced documents herein, contain the entire agreement of the parities, and may not be amended nor may nay rights hereunder be waived except by an instrument in writing signed by the party sought to be changed with such amendment or waiver. This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona, and shall be binding upon and shall inure to the benefit of the parties and their respective personal representatives and assignees, except as set forth above. Each party shall bear the expenses it may incur in connection with the transaction anticipated hereby without the right to be reimbursed therefore by the other party, and may be executed in any number of counterparts of the signature page, each of which shall be considered an original.

11.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be deemed an original.

11.3 Resolution of Disputes. The Members recognize that in all human endeavors disputes arise. It is important for maintaining long, mutually profitable and satisfying relationships to have these disputes settled for a minimum loss of time, money and aggravation. The parties agree to attempt to settle their disputes in the following order:

1st: Informal discussion and negotiation;
2nd: Informal mediation;
3rd: Formal mediation;
4th: Arbitration in the City of Phoenix before the American Arbitration Association in accordance with its rules and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement of Limited Liability Company effective as of the date first above set forth.

MANAGER

_____
Mark Steiner

David and Mary Steiner
Members

_____ / _____
Signature Print Name

Second Opinion Solutions, LLC
An Arizona Limited Liability Company
Member

_____ / _____
Signature Print Name

MANAGER

Cachaca Holdings, LLC
An Arizona Limited Liability Company
Member

_____ / _____
Signature Print Name

_____
Mark Steiner

Sue Painter
Member

_____ / _____
Signature Print Name