ORIGINAL

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Transcript Exhibit(s)

Docket #(s): S-20932A-15-0220

Arizona Corporation Commission
DOCKETED
OCT 18 2016
DOCKETED BY

Exhibit #: A 1,2,4-6; L 1-3,5,8,10,12-15,17,21; S-1a-24,26-46

RECEIVED
AZ CORP COMMISSION
DOCKET CONTROL
2016 OCT 18 P 2:18

From: Robert Sanger <rsanger[redacted]
Subject: FW: Jeffrey Peterson
Date: January 11, 2013 5:39:34 PM MST
To: <jayers[redacted]
Cc: Jeffrey Peterson <jpjp@[redacted], RMS Team <RMSTeam[redacted]

From: Robert Sanger
Sent: Tuesday, January 08, 2013 5:31 PM
To: 'johna[redacted], 'justin@[redacted]
Cc: RMS Team
Subject: Jeffrey Peterson

Dear Messrs. Ayers and Billingsley:

Please be advised that I am representing Jeffrey Peterson and am responding to your letter to Mr. Peterson dated October 30, 2012. My understanding is that Mr. Peterson did not receive this letter until this weekend and, therefore, was not aware of its contents or the Special Meeting of the Board of Directors of LoanGo Corporation which was purportedly scheduled on November 8, 2012.

Having said that, I would like to see if we can resolve any issues that may exist between you, your corporate entities and Mr. Peterson. I would be happy to correspond directly with your attorneys and would ask that you forward this email to them so that they can contact me. If you chose not to be represented by counsel, of course, I would be pleased to discuss this matter with either of you directly.

Thank you for your attention to this and I will look forward to hearing from you or your legal representatives.

Regards,

Robert M. Sanger

Criminal Law Specialist, Certified by
The State Bar of California Board of Legal Specialization

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A-1
ADMITTED

LOANGO

Via First Class USPS Mail and Electronically

October 30,2012

Jeffrey Peterson
Chairman of the Board & Treasurer
[redacted]
[redacted]
jpjp@[redacted]

Re: Loango Corporation Accounting

Dear Mr. Peterson:

We write to you in our capacity as members of the board of directors of Loango Corporation (the "Company").

In connection with transitioning the bookkeeping and banking functions from your control, and to ensure proper accounting controls are in place, we have been reviewing the Company's books and records, including banking transactions. During the course of this review, it has come to our attention that during the period you had control over the Company's bank accounts, the Company made numerous wire transfers of funds to a Philippine bank account under the name, Infobenefit Corporation, that is not a company bank account.

Since these wire transfers were not authorized or approved by the Company's President or board of directors, please provide us with all particulars concerning these transfers, such as name, address and contact information of each ultimate payee, copies of all supporting invoices and documents (agreements, etc.), and the business purpose of each expenditure. We need this information so that such funds can be properly reflected in the Company's accounting records.

The wire transfers in question were initiated on the following dates and for the following amounts, totaling $84,013.10

10/13/2011	Jeffrey Peterson	$10,000.00
11/8/2011	Infobenefit Corporation	$12,135.07
11/16/2011	Infobenefit Corporation	$12,063.74
12/5/2011	Infobenefit Corporation	$12,129.38
12/8/2011	Unknown	$325.00
12/16/2011	Infobenefit Corporation	$4,801.08
12/19/2011	Infobenefit Corporation	$478.63
12/21/2011	Infobenefit Corporation	$4810.98
12/28/2011	Infobenefit Corporation	$6000.73
1/12/2012	Infobenefit Corporation	$861.91

A-2
ADMITTED

1/26/2012	Infobenefit Corporation	$866.32
2/15/2012	Infobenefit Corporation	$882.96
2/24/2012	Infobenefit Corporation	$968.84
2/29/2012	Infobenefit Corporation	$6128.88
3/5/2012	Infobenefit Corporation	$6118.87
3/13/2012	Infobenefit Corporation	$629.57
3/14/2012	Infobenefit Corporation	$2851.93
3/18/2012	Infobenefit Corporation	$731.95
3/19/2012	Infobenefit Corporation	$1227.28

Regarding the wire dated 10/13/2011, we understood that this was to reimburse you for a payment purportedly made by you to attorney Gary Agron for the Company's PPM. Mr. Agron has no record of being paid $10,000 by you for the PPM. Please clarify the basis for the $10,000 reimbursement payment.

It is critical that we receive a prompt response within 7 days on full details of these expenditures. Thank you for your attention to this request.

Sincerely,

John Ayers

Justin Billingsley
Members of the Loango Corporation Board

LOAN GO

June 12, 2013
LoanGO Corporation Security Holders

[Mr./Ms. Insert Name],

As you are aware, there is ongoing litigation involving Jeffrey Peterson and INTER123 Corporation, a Nevada corporation controlled by Mr. Peterson, filed a lawsuit on March 11, 2013 in Maricopa County Superior Court in Phoenix, Arizona, and Sitesearch Corporation, LoanGo Corporation, Leaplab, LLC, Flying Change, Inc. John Ayers and James Dixon (the "Defendants"). This letter is intended to inform you of the pending issues in this matter.

Mr. Peterson and Justin Billingsley have expressed their intent to take immediate control of LoanGO while refusing to provide important financial information. The Defendants believe that Mr. Peterson has taken many actions that have caused LoanGo financial distress. In an effort to protect your financial interests, a Petition for a Temporary Restraining Order and Injunctive Relief ("Petition") was filed against the plaintiffs in this matter. The Petition was filed in an effort to prevent Mr. Peterson and Mr. Billngsley from assuming control of LoanGo and to prevent irreparable harm to LoanGo. The plaintiffs have recently filed a response to the Petition and the judge will make a final decision. I will advise you of the outcome as soon as it becomes available.

Justin Billingsley has recently provided notice of a special shareholder meeting scheduled for June 17, 2013 at 4:00 pm with the intent of voting on the removal of John Ayers as a member of LoanGo's Board of Directors. It is the belief of the Defendants that this vote would be against the interest of shareholders and security holders. I have a duty to protect the financial interest of LoanGo and it's security holders and will continue to uphold that duty as I have in the past.

As security holders of LoanGo, you are entitled to accurate information with respect to this litigation and I will continue to provide you with any new information on this matter. We will continue to defend LoanGo.

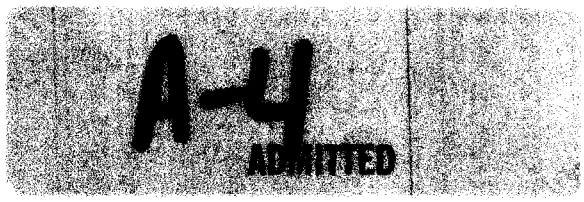
This is a complex dispute and we feel you should be informed and provided information on issues as they arise. If you have any questions or concerns, or would like to obtain a copy of the documents filed in this matter, please contact **Dominica Minroe, Esq.:**

The Law Offices of Dominica J. Minroe, P.C.
9375 E. Shea Blvd., Suite 100
Scottsdale, Arizona 85260
Direct: (480)[redacted]
Fax: (480)[redacted]
DMinore@[redacted]

We will continue to provide information to you as it becomes available. Please do not hesitate to contact us with any questions or concerns you may have.

Sincerely,

John Ayers
President



From: Jeffrey Peterson <jpjp@[redacted]>
Subject: Re: Propose
Date: July 9, 2012 1:51:16 PM MST
To: John Ayers <jayers@[redacted]>

John,

I know we had some tension between us in recent months and I'm sorry for anything I may have said that made you feel bad. There are a few -very real- time sensitive issues you need to know about that affect both of us depending on how decisions are made. The communication between us seems non-existent recently and if there is no communication, nothing productive is going to get done. I am in Chandler this afternoon and request to speak with you for a few minutes. There will be no conflict and no negativity. Again its time sensitive, the more information you have, the better. John, seriously, we need to talk. [redacted]

Jeff

From: "John Ayers" <jayers@[redacted]>
To: "Jeff Peterson" <jpjp@[redacted]>
Sent: Friday, May 18, 2012 6:12:32 PM
Subject: Propose

Justin stated today that you would have interest in acquiring my shares in LoanGo. It may be something I would be interested in for exchange for the Inter123 shares in LeapLab.

John Ayers
Founder, Barista & Chairman
direct; (480)[redacted]
free: 888-[redacted]
skype: LEAPlab
twitter: http://twitter.com[redacted]
LinkedIn:http://www.linkedin.com/in[redacted]

A-5
ADMITTED

4/17/12	10:25:06 JP	Can you please explain what is the problem with Cesar? Apparently you were explaining to him that leaplab gets no money from leadscompany.
4/17/12	10:25:46 JP	What money do you expect to get from leadscompany? I'm confused. I've invested thousands upon thousands of hours working with you, and never received a dime.
4/17/12	10:25:57 JP	Leadscompany, as you know, is currently cash flow negative, and losing money.
4/17/12	10:26:32 John	i dont know anything about leadcompany nor infobenefit which is I find out now has nothing to do with leaplab nor loango
4/17/12	10:26:42 John	so no.. i dont know anything
4/17/12	10:27:05 John	other than i thought we were working together on building things
4/17/12	10:27:12 JP	Ok. Anyway, as can be expected, I am currently looking at the entire business relationship, and what must be done to return to a scenario where John Ayers is not the only one who benefits.
4/17/12	10:33:10 John	and I still dont understand infobenefit
4/17/12	10:33:38 John	i was under the impression that it was a company you created for our mutual benefit
4/17/12	10:33:47 John	LL, LC or loango
4/17/12	10:34:01 JP	It's easy to understand. Infobenefit was a corporation that was set up in phil to facilitate payment of employees and ownership of equipment. 90% or more of all money that has been paid into infobenefit has come from either me personally or leadscompany, the main source of cash drain over the previous months.
4/17/12	10:34:38 John	right again.. things I dont know about. Im not involved in any aspect of LC so would have no idea
4/17/12	10:35:12 JP	Well, as you know, i've consistently kept you updated on what leadscompany was doing to avoid any perception of conflicts. Anyway, also as you know, it's been loosing money for a long time now.
4/17/12	10:35:16 John	i thought the goal was to have LL acquire LC at some point
4/17/12	10:35:46 JP	The goal, as can be expected, was to participate in a business arrangement that would eventually become profitable for all involved. So far, that hasn't happened. At some point there has to be a time limit where that is recognized and things change.
4/17/12	10:37:53 John	profitable through LC or LL?

		anyway. would like to talk this through and figure out a solution rather
4/17/12	10:46:36 John	than letting it fester
		also if you ever want to discuss what we are doing (LL or loango) im
4/17/12	10:50:31 John	available
		don't worry i will never be a problem but do want everyone to know the truth that i have never made a dime from this relationship, so i don't look bad , i was accused one time of competing with my employer and it was bullshit....in reality i had put everyone on notice about what i was doing, don't like unfair accusations, i will never be a problem in terms of causing harm to anyone , their business or anything else, i am a team player , super loyal and try to find creative ways to add value without taking away from what is already there, or expecting a handout, but its just too much at this point...the negative cash drain and all other issues, a bit too much, might go away for a while to get my head clear or back to palo alto, made some new friends there....anyway got to finish listing some more domains for sale to raise
4/17/12	10:53:11 JP	some cash and then im going out , ttyl
		as for loango just let me know what you want to do but unless
4/18/12	11:41:31 JP	someone tells me otherwise i'm going to keep working on the financing
4/18/12	11:41:35 JP	yes, me also

		financings are incredibly difficult to get done, thats why no one can
4/18/12	11:41:45 JP	ever finish them
4/18/12	11:41:52 JP	they are very delicate and lots of stuff involved
		anyway, there are already a bunch of investor notes out on loango so the logical way to proceed is to keep promoting the deal and keep
4/18/12	11:42:08 JP	pushing forward
		otherwise, investors will start suing for missing interest payments and
4/18/12	11:42:29 JP	the thing will just end up as a big mess
		well a couple issues with Loango. Jeff Johnson and that being one. And LeapLab and how it is going to get paid for leads while we are bringing
4/18/12	11:42:53 John	on direct partners to loango

4/18/12	11:43:28 JP	i have no problem moving money to leaplab as necessary but paying high salaries with no incoming cash flow to offset those salaries feels impractical with only 50k working capital in the bank
4/18/12	11:43:34 John	as of right now, i cant control any funds so cannot keep it running

Print Close

Loango payday lender setup

From: **Jeffrey Peterson** (jpjp@[redacted])
Sent: Mon 5/23/11 1:36 PM
To: gaa@[redacted]

Gary,

If you are agreeable to work on the terms we discussed today, I will be sending you a wire transfer tomorrow in the amount of $10,000 as a down payment for work on the Loango payday lender project. The balance will be due upon completion of the offering documents.

Please confirm.

Thanks,

Jeff

EXHIBIT
L-1
ADMITTED

Print Close

RE: Loango payday lender setup

From: **Gary Agron** (gaa@[redacted]
Sent: Mon 5/23/11 1:50 PM
To: 'Jeffrey Peterson' (jpjp@[redacted]

That is confirmed Jeff. Thank you, I'm looking forward to it. Can you send me the info for the Utah corp...i.e., name, number of common and preferred shares authorized, par value, etc. I'll coordinate the filing with Corp Service Company (CSC). I assume CSC will act as the registered agent.

Gary Agron

Office: [redacted]

Cell: [redacted]

Email: gaa@agronlaw.com

Fax: [redacted]

[redacted]

[redacted]

From: Jeffrey Peterson [mailto:jpjp@[redacted]
Sent: Monday, May 23, 2011 2:36 PM
To: gaa@[redacted]
Subject: Loango payday lender setup

Gary,

If you are agreeable to work on the terms we discussed today, I will be sending you a wire transfer tomorrow in the amount of $10,000 as a down payment for work on the Loango payday lender project. The balance will be due upon completion of the offering documents.

EXHIBIT
L-2
ADMITTED

Jeffrey Peterson
3708 e. mitchell drive
phoenix, az 85018
602.332.2009
fax 602.532.7460

May 11, 2012

TO: Leaplab Corporation
ATTN: Mr. John Ayers
PHONE: (480) 632-6688
FAX: (480) 632-6690

RE: Resignation

I hereby resign as interim CEO, and from the Board of Directors, of Leaplab Corporation.

Yours Truly,

Jeffrey Peterson

Print Close

Introduction to Gilford Securities Inc

From: **Noah Agron** (Noah.Agron@[redacted]
Sent: Thu 6/23/11 8:49 AM
To: jpjp@[redacted]
Cc: gaa@[redacted]
1 attachment
Introduction to Gilford Securities.ppt (2.4 MB)

Dear Jeff.

It is a pleasure to introduce myself and my firm, Gilford Securities Incorporated, to you via email. I have heard a lot about the transactions you and my father have done over the years and I am excited at the possibility for us to work together.

Attached, please find a background presentation on Gilford. As you will find after looking thru the deck, our firm is well qualified to act in the capacity of placement agent to Loango Corporation and (as has been the case for other placement/advisory business referred from my father) I will personally handle the entire engagement. Gilford has been in existence since 1979 and we have an approximate total of 150 personnel (30 shareholders of which I am one) in offices in the New York Metropolitan Area, Irvine (CA), Ft, Lauderdale, and most recently, St. Louis.

Please let me know what other questions I can answer for you about us and I look forward to hearing more about Loango Corp.

Kind Regards,

Noah

Noah S. Agron | Corporate Finance

Gilford Securities Incorporated
777 3rd Ave, 17th Floor, New York, NY 10017
T: [redacted]
noah.agron@[redacted]

Print

Close

RE: Loango PPM bio update

From: **Jeffrey Peterson** (jpjp@[redacted]
Sent: Wed 8/03/11 7:50 AM
To: gaa@[redacted]; jbp@[redacted]; jayers@[redacted]

Gary, yes we will send you a wire for the remaining balance. And yes, let's do the deal with Gilford. We will have our legal assistant get responses started for their due diligence requests.

As for Stephan, he is very interested to learn about the public company process. He does operations for us and will be involved in Loango. Sometimes, he reminds me of our good friend Michael Silberman, when he's in work mode...

As for your visit to Phoenix, please plan to spend some time with us. You should see our new office setup, and get to know our quickly growing team.

Jeff

Subject: Re: Loango PPM bio update
To: jpjp@[redacted] gaa@[redacted]; jbp@[redacted]; jayers@[redacted]
From: gaa@[redacted]
Date: Wed, 3 Aug 2011 14:11:50 +0000

Jeff. I like the new bio. I'll have it inserted today (Jan please handle) and a draft sent to you tonight. Are you able to wire us the remaining $10,000 due now on completion of the ppm? Do you want Noah's firm involved on the cover?

We'll need to get SEC electronic ID numbers from the SEC so we can electronically (edgar) file the Form D for the PPM. That's necessary under fed and state law now. I can teach Stephan how to handle that with the printers. I can also show him how to fill out the Form D.

PS--I enjoy working with Stephan, he's very interested in doing things himself so that he can learn. And he's got energy and curiosity.

I might be in phx late next week if you wanted to meet. Sent via BlackBerry by AT&T

From: Jeffrey Peterson <jpjp@[redacted]
Date: Tue, 2 Aug 2011 15:12:39 -0700

EXHIBIT
L-8
ADMITTED

Print Close

Re: Account info

From: **Ana Moreno** (ana@[redacted]
Sent: Tue 10/04/11 5:00 PM
To: John Ayers (jayers@[redacted] Ana Moreno (ana@[redacted]
Cc: jeff peterson (jpjp@[redacted]

HI,

Transfer has been made into Justin's account, the money will be available tomorrow

Ana Moreno
Phone: [redacted]
Email: ana@[redacted]
Skype: [redacted]

Please explore our other divisions:

DirectROi: Engineered to Lead Your Return.
GlobeWired : Premier Call Center Service.

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From: John Ayers <jayers@[redacted]
Date: Tue, 4 Oct 2011 15:43:09 -0700
To: Ana Moreno <ana@[redacted]
Cc: jeff peterson <jpjp@[redacted]
Subject: FW: Account info

Ana,

Please wire $10k into Justins account from LoanGo.

John

------ Forwarded Message

EXHIBIT
L-10
ADMITTED

From: Justin Billingsley <justin@[redacted]>
Date: Tue, 4 Oct 2011 14:50:13 -0700
To: John Ayers <jayers@[redacted]
Subject: Account info

B of A
Account
[redacted]

Routing
[redacted](paper & electronic)
[redacted] (wires)

Thank you for your time,
Justin Billingsley

Compass Financial
O [redacted]
F [redacted]
C [redacted]
justin@[redacted].com

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------ End of Forwarded Message

FEDERAL TRADE COMMISSION
PROTECTING AMERICA'S CONSUMERS

Data Broker Defendants Settle FTC Charges They Sold Sensitive Personal Information to Scammers

Court Also Enters $4.1M Default Judgment Against Additional Defendant

FOR RELEASE

February 18, 2016

TAGS: Finance | Technology | Bureau of Consumer Protection | Consumer Protection | Credit and Finance | Credit and Loans | Debt | Consumer Privacy

A group of defendants have settled Federal Trade Commission charges that they knowingly provided scammers with hundreds of thousands of consumers' sensitive personal information – including Social Security and bank account numbers.

The proposed federal court orders prohibit John Ayers, LeapLab and Leads Company from selling or transferring sensitive personal information about consumers to third parties. The defendants will also be prohibited from misleading consumers about the terms of a loan offer or the likelihood of getting a loan. In addition, the settlements require the defendants to destroy any consumer data in their possession within 30 days.

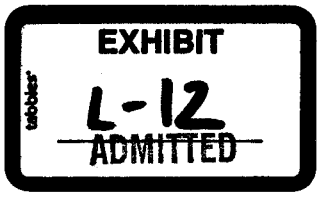
The orders include a $5.7 million monetary judgment, which is suspended based on the defendants sworn inability to pay. In addition to the settlement orders, the court entered an unsuspended $4.1 million default judgment with similar prohibitions against SiteSearch, the remaining defendant in the case.

"LeapLab purchased sensitive information, including Social Security and bank account numbers, from pay-day-loan websites, and then sold that information to entities it knew had no legitimate need for it," said Jessica Rich, Director of the FTC's Bureau of Consumer Protection. "That allowed scammers to steal millions of dollars from people's accounts."

In its complaint, the FTC alleged that the defendants collected hundreds of thousands of loan applications submitted by financially strapped consumers to payday loan sites. Each application contained the consumer's name, address, phone number, employer, Social Security number, and bank account number, including the bank routing number.

The defendants sold 95 percent of these sensitive applications for approximately $0.50 each to non-lenders that did not use the information to assist consumers in obtaining a payday loan or other extension of credit and had no legitimate need for this financial information. In fact, at least one of those marketers, Ideal Financial Solutions – a defendant in another FTC case – used the information to withdraw millions of dollars from consumers' accounts without their authorization.

The Commission vote approving the stipulated final order was 4-0. The FTC filed the proposed order in the U.S. District Court for the District of Arizona.



NOTE: Stipulated final orders have the force of law when approved and signed by the District Court judge.

The Federal Trade Commission works to promote competition, and protect and educate consumers. You can learn more about consumer topics and file a consumer complaint online or by calling 1-877-FTC-HELP (382-4357). Like the FTC on Facebook, follow us on Twitter, read our blogs and subscribe to press releases for the latest FTC news and resources.

PRESS RELEASE REFERENCE:
FTC Charges Data Broker with Facilitating the Theft of Millions of Dollars from Consumers' Accounts
FTC Action Halts Operation That Billed More Than $25 Million to Consumers' Bank and Credit Card Accounts without Their Consent

Contact Information

MEDIA CONTACT:
Jay Mayfield
Office of Public Affairs
202-326-2181

STAFF CONTACT:
R. Michael Waller
Bureau of Consumer Protection
202-326-2902

ftc.gov

LOANGO CORPORATE REVIEW MEMORANDUM

[July ___, 2011]

Proposed Private Placement of $3,000,000.00 Promissory Notes

The following is a checklist of information to be assembled in connection with our corporate review with respect to the proposed private placement of LoanGO Corporation (the "Company").

This checklist covers major categories of documents and information; not all potential areas of information are covered and not all categories listed are necessarily material or relevant to the business of the Company. The categories listed require information pertaining to the Company and its subsidiaries and its affiliates, if any. The Company should review these categories as well as other information available to determine which information it believes to be material to the business of the Company or which it believes would be otherwise relevant to a potential investor. Copies of documents, reports and correspondence relating to such information should be submitted for examination to:

Noah Agron
Gilford Securities, Inc.
[redacted]
New York, NY 10017

Each document submitted for review should be marked in the upper right hand corner with the "item request" number (i.e., roman numeral, capital letter and number) to which it is responsive. Additionally, each "item request" for which information is supplied and each "item request" for which information is either inapplicable or unavailable should be marked appropriately (supplied: X; not available: NAV; not applicable: NAP) in the spaces provided on the additional copy of this Memorandum. With respect to information that is currently unavailable, please indicate in the spaces provided the date on which such information will become available for review. To the extent information has been supplied previously, please indicate accordingly. A copy of this Memorandum, appropriately marked, should be returned to this office as provided above.

If you have any questions regarding the following requests, please call Noah Agron at [redacted].

EXHIBIT
L-13
ADMITTED

I. GENERAL CORPORATE MATERIALS

A. Minutes and Written Consents in Lieu of Meeting

NAP 1. There have not yet been any meetings

NAP 2. There have not yet been any meetings

NAP 3. There have not yet been any meetings

_X_ 4. Packet A1 attached

NAP 5. There have not yet been any meetings

B. Charter Documents

_X_ 1. Packet B1,2 attached

_X_ 2. Packet B1,2 attached

NAP 3. Recent long-form good standing and tax certificates.

NAP 4. There is no intent at this time to conduct business in a foreign jurisdiction

C. Organization

_X_ 1. Document "IC1-3, ID1, IIA" attached

_X_ 2. Document "IC1-3, ID1, IIA" attached

_X_ 3. Document "IC1-3, ID1, IIA" attached

D. Capital Stock

_X_ 1. Document "IC1-3, ID1, IIA" attached

_X_ 2. Document "D2" attached

NAP 3. Agreements relating to the purchase, sale or issuance of securities.

NAP 4. None at the time of offering

NAP 5. There are no special agreements relating to shareholders and/or the voting of securities.

_X_ 6. Document "D6" attached

II. SALES OF SECURITIES AND OTHER FINANCINGS

_X_ A. Document "IC1-3, ID1, IIA" attached

NAP B. All stock issuances were payment for services rendered and not subject to blue sky filing.

NAP C. All registration rights agreements.

NAP D. No such provisions

_x_ E. Document "II-E" attached

NAP F. No such obligations exist.

NAP G. No such certificates, calculations, or reports exist.

NAP H. Correspondence with lenders and other debt security holders and indenture trustees.

NAP I. Consents from lenders for borrowings by the Company.

NAP J. No defaults have occurred.

NAP K. UCC, lien and title searches effected in all appropriate jurisdictions.

NAP L. No letters of opinion have been drafted to date.

III. LITIGATION

NAP A. No such threats exist.

NAP B. No claims have been made to have been settled or concluded.

NAP C. No action resulting in a decree or injunction has been taken.

NAP D. No litigation is pending or threatened.

IV. COMPLIANCE WITH LAWS

NAP A. No government agency has cited or notified us.

NAP B. We are not being investigated nor proceeded upon.

NAP C. None yet. Utah License application will be filed shortly.

NAP (1) When filed it will be "LoanGo Corporation"

NAP (2) The activity will be deferred presentment lending otherwise known as payday lending.

NAP (3) The issuing governmental department will be the Utah Department of Financial Institutions

NAP (4) The license will be issued pursuant to UTA 7-23-101et seq.

NAP (5) Pursuant to UTA 7-23-201(2)(a), registration will terminate "On April 30 of each year unless on or before that date the [licensee] renews the registration."

NAP D. None at this time.

V. PERSONNEL

NAP A. There are no Employment contracts.

NAP B. There are no Consulting contracts.

NAP C. There are no Employee benefit plans.

NAP D. There are no Collective bargaining or other labor agreements.

NAP E. There are no loans or guarantees made by LoanGo.

NAP F. There are no Non-competition agreements.

NAP G. There are no Employee stock option plans and option agreements, pension plans, performance bonus plans and all other employee benefit plans.

_x_ H. Document "V-H" attached

NAV I. Officers' and directors' questionnaires prepared by Company Counsel.

NAP J. Besides executives and directors there are no key employees. See document "V-H"

NAP K. The key employees are not subject to non-competition/confidentiality agreements.

NAP L. None exist at this time.

NAP M. None exist at this time.

VI. REAL PROPERTY

NAP A. LoanGo owns no real property.

NAP B. LoanGo owns no real property.

NAP C. LoanGo leases no real property.

NAP D. LoanGo is not looking to purchase or lease any real property.

NAP E. LoanGo has no real property to insure title to.

NAP F. There is no material property to appraise.

NAP G. LoanGo owns no real property which is at this time or may in the future become mortgaged.

NAP H. No such agreements or options exist.

VII. OTHER PROPERTY

NAP A. LoanGo has no Financing leases and sale or lease-back agreements.

NAP B. There are no conditional sale agreements.

NAP C. There are no equipment leases.

NAP D. There is no Schedule of fixed assets of the Company (including valuation data with respect to each asset, if available) as the company has no fixed assets.

_X_ E. Document "VII-E" attached

VIII. OTHER AGREEMENTS

NAP A. There are no marketing agreements.

NAP B. There are no supply agreements.

_x_ C. Form "VIII-C" attached.

NAP D. There are no requirements contracts.

NAP E. There are no joint venture or partnership agreements.

NAP F. There are no license or royalty agreements.

NAP G. There are no research and/or development agreements.

NAP H. There are no franchise agreements.

NAP I. Management, service and technical assistance or support agreements.

NAP J. There are no building or construction agreements or performance guarantees.

NAP K. There are no advertising agreements.

NAP L. There are no agreements relating to the acquisition and disposition of companies, assets or operations.

NAP M. There are no existing customer contracts and lists.

NAP N. There are no secrecy, confidentiality or nondisclosure agreements.

NAP O. There are no commission, brokerage and agency agreements save those contained within the PPM.

NAP P. There are no contracts outside the ordinary course of business.

NAV Q. The company does not at this time have standard forms of agreement which it uses; it will likely have such forms by the end of the offering period.

NAP R. Save for the personal loans evidence in document "II-E" there are no significant oral contracts or commitments.

NAP S. LoanGo has defaulted on no contracts or commitments.

NAP T. No such agreements exist.

NAP U. No such agreements exist.

IX. FINANCIAL INFORMATION

NAP A. No such statements exist.

NAP B. No such statements exist.

NAP C. No such program exists.

NAP D. None exist.

NAP E. There has been no such correspondence to date.

NAP F. Save for the PPM itself no such reports have been prepared.

NAP G. None exist.

NAP H. None exist.

NAP I. LoanGo has no accounts receivable:

___ 1. A list of the 20 largest debtors as of a recent date;

___ 2. An aging schedule of the accounts receivable as of a recent date; and

___ 3. A description of the payment terms of accounts receivable.

NAP J. None exist.

NAP K. LoanGo has no accounts payable:

___ 1. A list of the 20 largest creditors as of a recent date;

___ 2. An aging schedule of the accounts payable as of a recent date; and

___ 3. A description of the payment terms of accounts payable.

X. MARKET STUDIES; MARKETING INFORMATION

NAP A. No such formal studies exist; the PPM contains all information relating to the profitability or similar aspects of the company.

NAP B. None exist save for the PPM or the website.

XI. CUSTOMERS AND SUPPLIERS

NAP A. LoanGo does not yet have customers.

NAP B. LoanGo does not yet have customers.

NAP C. LoanGo does not yet have suppliers.

NAP D. LoanGo does not yet have suppliers.

XII. COMPETITORS

_x_ Document "XII" attached.

XIII. TAX MATTERS

NAP A. LoanGo has not filed taxes.

NAP B. LoanGo has not filed taxes and has not been contacted by the IRS regarding its non-filing because that non-filing is proper.

XIV. INSURANCE

NAP LoanGo maintains no insurance policies whether for assets or for key persons.

XV. SECURITIES MATTERS

NAP Save for requesting and receiving EDGAR filing codes, LoanGo has not been in contact with the SEC.

NAP LoanGo has not been in contact with any State's securities agencies.

XVI. NASDAQ MATTERS

NAP LoanGo is not a public company and is not at this time trying to become one.

NAP see above.

XVII. FINRA INFORMATION

NAP Copies of all correspondence with the FINRA.

Regarding all officers, directors, shareholders, non-bank lenders, and consultants of the Company, please provide a statement from each such person or entity detailing the following:

_X_ A. Document "XVII A-E" attached

_X_ B. Document "XVII A-E" attached

_X_ C. Document "XVII A-E" attached

_X_ D. Document "XVII A-E" attached

_X_ E. Document "XVII A-E" attached

XVIII. OTHER MATERIAL DOCUMENTS

NAP A. LoanGo has not had any information published about it.

NAP B. LoanGo is not the kind of company about which such reports would be made.

NAP C. LoanGo is not entering into new product lines.

NAP D. There have been no press releases about LoanGo.

PACKET A1

MINUTES OF ACTION TAKEN BY CONSENT
OF THE BOARD OF DIRECTORS
OF
LOANGO CORPORATION
a Utah corporation

The undersigned, being all the members of the Board of Directors (the "Board") of **LoanGo Corporation**, a Utah corporation (the "Corporation"), acting pursuant to the authority granted by Section 16-10a-821 of the Utah Code Annotated and the Bylaws of the Corporation, does hereby adopt the following resolution by written consent in lieu of a meeting.

I. Acceptance of Personal Loans

RESOLVED, that the following directors each contribution $10,000 to the Corporation in the form of personal loans, totalling $20,000, is hereby approved, accepted, and adopted; and that a copy of such resolution be placed in the Corporation's minute book.

Name of Director	Loan Amount	Date of Loan
Jeffrey Peterson	$10,000.00	May 25, 2011
Justin Billingsley	$10,000.00	July 25, 2011

This action may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Dated: 9.7 ,2011

Jeffrey Peterson
Director

Dated: 9/7 ,2011

John Ayers
Director

Dated: 9/7 ,2011

Justin Billingsley
Director

MINUTES OF ACTION TAKEN BY CONSENT
OF THE BOARD OF DIRECTORS
OF
LOANGO CORPORATION
a Utah corporation

The undersigned, being all the members of the Board of Directors (the "Board") of **LoanGo Corporation**, a Utah corporation (the "Corporation"), acting pursuant to the authority granted by Section 16-10a-821 of the Utah Code Annotated and the Bylaws of the Corporation, does hereby adopt the following resolution by written consent in lieu of a meeting.

I. Issuance of Stock

RESOLVED, that the Corporation issue and sell stock to the following corporation and individuals for services rendered to the Corporation is hereby authorized, approved, and adopted; and that a copy of such resolution be placed in the Corporation's minute book.

Name	Number of Shares	Date Issued
Inter123 Corporation Owned and operated by: Jeffrey Peterson 50% interest in the shares: John Ayers	**666,667 shares**	**June 8, 2011**
Justin Billingsley Director: LoanGo Corporation	**333,333 shares**	**June 8, 2011**

This action may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Dated: 9-7 ,2011

Jeffrey Peterson
Director

Dated: 9-7 ,2011

John Ayers
Director

Dated: 9/7 ,2011

Justin Billingsley
Director

MINUTES OF ACTION TAKEN BY CONSENT
OF THE BOARD OF DIRECTORS
OF
LOANGO CORPORATION
a Utah corporation

The undersigned, being all the members of the Board of Directors (the "Board") of **LoanGo Corporation**, a Utah corporation (the "Corporation"), acting pursuant to the authority granted by Section 16-10a-821 of the Utah Code Annotated and the Bylaws of the Corporation, does hereby adopt the following resolution by written consent in lieu of a meeting.

I. Raising of Capital

WHERAS, the Corporation needs to acquire $3,000,000 in capital in order to establish and maintain business operations,

RESOLVED, that actions by the directors of the Corporation in taking measures to raise $3,000,000 in capital for business operations are hereby authorized, approved and adopted; and that a copy of such resolution be placed in the Corporation's minute book.

This action may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Dated: 9-7 ,2011

Jeffrey Peterson
Director

Dated: 9/7 ,2011

John Ayers
Director

Dated: 9/7 ,2011

Justin Billingsley
Director

MINUTES OF ACTION TAKEN BY CONSENT
OF THE BOARD OF DIRECTORS
OF
LOANGO CORPORATION
a Utah corporation

The undersigned, being all the members of the Board of Directors (the "Board") of **LoanGo Corporation**, a Utah corporation (the "Corporation"), acting pursuant to the authority granted by Section 16-10a-821 of the Utah Code Annotated and the Bylaws of the Corporation, does hereby adopt the following resolution by written consent in lieu of a meeting.

I. **Authorization to Obtain State License**

WHEREAS, the Corporation wishes operate and conduct business in the State of Utah,

RESOLVED, that Corporation take all necessary measures to be licensed by the State of Utah to operate and conduct business within the State of Utah is hereby authorized, approved, and adopted; and that a copy of such resolution be placed in the Corporation's minute book.

This action may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Dated: 9-7 ,2011

Jeffrey Peterson
Director

Dated: 9-7 ,2011

John Ayers
Director

Dated: 9/7 ,2011

Justin Billingsley
Director

MINUTES OF ACTION TAKEN BY CONSENT
OF THE BOARD OF DIRECTORS
OF LOANGO CORPORATION
a Utah corporation

The undersigned, being all the members of the Board of Directors (the "Board") of **LoanGo Corporation**, a Utah corporation (the "Corporation"), acting pursuant to the authority granted by Section 16-10a-821 of the Utah Code Annotated and the Bylaws of the Corporation, does hereby adopt the following resolution by written consent in lieu of a meeting.

I. **Authorization to Open Bank Account**

RESOLVED, that the decision by the Board to open and maintain a bank account on behalf of the Corporation on June 10, 2011 with Bank of America to receive and disburse funds is hereby approved and adopted; and that a copy of such resolution be placed in the Corporation's minutes book.

This action may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Dated: 9-7 ,2011

Jeffrey Peterson
Director

Dated: 9-7 ,2011

John Ayers
Director

Dated: 9/7 ,2011

Justin Billingsley
Director

PACKET B1,2

ORGANIZATIONAL CONSENT
OF DIRECTORS OF
LOANGO CORPORATION,
a Utah corporation

The undersigned, being all of the members of the Board of Directors of LoanGo Corporation, a Utah corporation (the "Corporation"), acting pursuant to the authority granted by Utah law and the Bylaws of the Corporation, does hereby adopt the following resolutions by written consent on June __, 2011.

I.
ARTICLES OF INCORPORATION

RESOLVED, that the Articles of Incorporation filed with the Utah Secretary of State on June 7, 2011, and attached hereto as **Exhibit A** and incorporated by reference herein are hereby approved and accepted.

II.
BYLAWS

RESOLVED, that the Bylaws attached to this Consent of Directors as **Exhibit B** and incorporated by reference herein be and hereby are adopted as the Bylaws of the Corporation, and that a copy of such Bylaws be placed in the Corporation's Minute Book.

III.
STOCK CERTIFICATES

RESOLVED, that any Stock Certificate issued by the Corporation shall contain the following legend:

> "The shares represented by this certificate have not been registered or qualified under federal or state securities laws. The shares may not be offered for sale, sold, pledged or otherwise disposed of unless so registered or qualified or unless an exemption exists, the availability of which is to be established by an opinion of counsel (which opinion and counsel shall both be reasonably satisfactory to the Corporation)."

IV.
ELECTION OF OFFICERS

RESOLVED, that each of the persons named below is elected to the office or offices set forth opposite his or her name, to serve until his or her successor is duly elected and shall qualify:

Name	Office
Jeffrey Peterson	Chairman of the Board of Directors (1)
John Ayers	President
Justin Billingsley	Vice President

(1) Mr. Peterson, to the extent required, may also act as the Corporation's Treasurer.

V.
FISCAL YEAR

RESOLVED, that the fiscal year of the Corporation begin on January 1 and end on December 31 of each year.

VI.
ISSUANCE OF STOCK

RESOLVED, that the offer of Inter123 Corporation to purchase 666,667 shares of the Corporation's Common Stock (the "Shares") in exchange for services rendered valued at $667 is accepted and that the consideration to be received for such Shares is determined to be fair and adequate. The Corporation's President is authorized and directed to issue and deliver the Shares to Inter123 Corporation upon receipt of the consideration for the Shares.

FURTHER RESOLVED, that the offer of Justin Billingsley to purchase 333,333 Shares in exchange for services rendered valued at $333 is accepted and that the consideration to be received for such Shares is determined to be fair and adequate. The Corporation's President is authorized and directed to issue and deliver the Shares to Justin Billingsley upon receipt of the consideration for the Shares.

VII.
AUTHORIZATION TO CONDUCT BUSINESS OUTSIDE UTAH

RESOLVED, that for the purpose of authorizing the Corporation to do business in any state, territory, or dependency of the United States or any foreign country in which it is necessary or expedient for the Corporation to transact business, the proper officers of this Corporation are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices, and to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country, and to authorize the Corporation to transact business therein and whenever it is expedient for the Corporation to cease doing business therein and withdraw therefrom, to revoke any appointment of agent or attorney for service of process, and to file such certifications, reports, revocations of appointment, or surrenders of authority as may be necessary to terminate the authority of the Corporation to do business in such state, territory, dependency or country.

VIII.
RATIFICATION OF ACTIONS AND REIMBURSEMENT

RESOLVED, that all actions of Jeffrey Peterson and John Ayers taken prior to the date of this Consent of Directors on behalf of the Corporation, are hereby ratified, approved and confirmed, and that each shall be reimbursed for any expenses he may have incurred on behalf of the Corporation prior to the date of this Consent of Directors.

IX.
LICENSES AND PERMITS

RESOLVED, that the appropriate officers of the Corporation are all authorized to apply for and secure all licenses, permits, bonds and documents necessary or advisable to carry out any of the purposes for which the Corporation is formed.

X.
BANKING AUTHORITY

RESOLVED, that the appropriate officers of the Corporation shall designate the depository of the Corporation, and that the customary form of resolution of any such bank conferring banking and borrowing authority upon certain of the Corporation's officers be, and it is hereby adopted; and that a copy of such resolution be placed in the Corporation's minute book.

XI.
INCORPORATION AND OTHER CORPORATE EXPENSES

RESOLVED, that the President be and hereby is authorized to pay all fees and expenses incident to and necessary for the organization of the Corporation and to reimburse officers of the Corporation for corporate expenses relating to the Corporation upon submittal of receipts for such expenses to the Corporation.

XII.
RATIFICATION OF CONTRACTS AND INDEMNIFICATION

RESOLVED, that all acts, contracts or other proceedings of the Corporation are hereby ratified, approved and confirmed, and the incorporator is hereby indemnified and held harmless of all such acts.

XIII.
PROMISSORY NOTES

RESOLVED, that the Corporation be and hereby is authorized to issue and sell one and two-year promissory notes ("Notes") in the face amount of up to $3,000,000 bearing interest at 18% to 24%, respectively, per annum and due and payable no longer than two years from the date of issuance.

This Consent of Directors is executed effective June __, 2011. A facsimile signature shall be considered an original signature for all purposes.

ALL MEMBERS OF THE
BOARD OF DIRECTORS OF
LOANGO CORPORATION,
a Utah corporation

Jeffrey Peterson

John Ayers

Justin Billingsley

EXHIBIT A
TO
ORGANIZATIONAL CONSENT
OF
LOANGO CORPORATION

ARTICLES OF INCORPORATION

Francine Giani
Executive Director
Department of Commerce

Gary Herbert
Governor
State of Utah

Kathy Berg
Director
Division of Corporations
& Commercial Code

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF CORPORATIONS & COMMERCIAL CODE
CERTIFICATE OF REGISTRATION

CORPORATION SERVICE COMPANY
LOANGO CORPORATION
[redacted]
SALT LAKE CITY UT 84106

Access Code
Code: 4827201

State of Utah
Department of Commerce
Division of Corporations & Commercial Code

CERTIFICATE OF REGISTRATION

Corporation - Domestic - Profit

This certifies that **LOANGO CORPORATION** has been filed and approved on **June 07, 2011** and has been issued the registration number **8019786-0142** in the office of the Division and hereby issues this Certification thereof.

Kathy Berg

KATHY BERG
Division Director

*The Access Code is used for Online Applications used by this Division only.

EXPEDITE

ARTICLES OF INCORPORATION

RECEIVED
JUN 0 7 2011
Utah Div. Of Corp. & Comm. Code

OF

LOANGO CORPORATION

The undersigned, a corporation, does hereby act as incorporator in adopting the following Articles of Incorporation for the purpose of organizing the business corporation hereinafter named (the "corporation"), pursuant to the provisions of the Utah Revised Business Corporation Act.

FIRST: The purposes for which the corporation is organized are as follows:

To engage in any lawful act or activity for which corporations may be organized under the Utah Revised Business Corporation Act.

To carry on a general mercantile, industrial, investing, and trading business in all its branches; to devise, invent, manufacture, fabricate, assemble, install, service, maintain, alter, buy, sell, import, export, license as licensor or licensee, lease as lessor or lessee, distribute, job, enter into, negotiate, execute, acquire, and assign contracts in respect of, acquire, receive, grant, and assign licensing arrangements, options, franchises, and other rights in respect of, and generally deal in and with, at wholesale and retail, as principal, and as sales, business, special, or general agent, representative, broker, factor, merchant, distributor, jobber, advisor, and in any other lawful capacity, goods, wares, merchandise, commodities, and unimproved, improved, finished, processed, and other real, personal, and mixed property of any and all kinds, together with the components, resultants, and by-products thereof; to acquire by purchase or otherwise own, hold, lease, mortgage, sell, or otherwise dispose of, erect, construct, make, alter, enlarge, improve, and to aid or subscribe toward the construction, acquisition, or improvement of any factories, shops, storehouses, buildings, and commercial and retail establishments of every character, including all equipment, fixtures, machinery, implements, and supplies necessary, or incidental to, or connected with, any of the purposes or business of the corporation; and generally to perform any and all acts connected therewith or arising therefrom or incidental thereto, and all acts proper or necessary for the purpose of the business.

06-07-11P01:51 RCVD

Date: 06/07/2011
Receipt Number: 3589241
Amount Paid: $403.70

Division of Corporations and Commercial Code
hereby certify that the foregoing has been filed
and approved on this 7th day of Jun 20 11
in the office of this Division and hereby issues
this Certificate thereof

Examiner By Date 6/8/11

Kathy Berg

8019786

To engage generally in the real estate business as principal, agent, broker, and in any lawful capacity, and generally to take, lease, purchase, or otherwise acquire, and to own, use, hold, sell, convey, exchange, lease, mortgage, work, clear, improve, develop, divide, and otherwise handle, manage, operate, deal in, and dispose of real estate, real property, lands, multiple-dwelling structures, houses, buildings, and other works and any interest or right therein; to take, lease, purchase, or otherwise acquire, and to own, use, hold, sell, convey, exchange, hire, lease, pledge, mortgage, and otherwise handle, and deal in and dispose of, as principal, agent, broker, and in any lawful capacity, such personal property, chattels, chattels real, rights, easements, privileges, choses in action, notes, bonds, mortgages, and securities as may lawfully be acquired, held, or disposed of; and to acquire, purchase, sell, assign, transfer, dispose of, and generally deal in and with, as principal, agent, broker, and in any lawful capacity, mortgages and other interests in real, personal, and mixed properties; to carry on a general construction, contracting, building, and realty management business as principal, agent, representative, contractor, subcontractor, and in any other lawful capacity.

To apply for, register, obtain, purchase, lease, take licenses in respect of, or otherwise acquire, and to hold, own, use, operate, develop, enjoy, turn to account, grant licenses and immunities in respect of, manufacture under and to introduce, sell, assign, mortgage, pledge, or otherwise dispose of, and, in any manner deal with and contract with reference to:

(a) inventions, devices, formulae, processes, and any improvements and modifications thereof;

(b) letters patent, patent rights, patented processes, copyrights, designs, and similar rights, trade-marks, trade symbols, and other indications of origin and ownership granted by or recognized under the laws of the United States of America or of any state or subdivision thereof, or of any foreign country or subdivision thereof, and all rights connected therewith or appertaining thereunto;

(c) franchises, licenses, grants, and concessions.

To have all of the general powers granted to corporations organized under the Utah Revised Business Corporation Act, whether granted by specific statutory authority or by construction of law.

SECOND: The corporate name for the corporation is LoanGo Corporation.

THIRD: The number of shares which the corporation is authorized to issue is 50,000,000 common shares and 5,000,000 preferred shares, all of which are without par value.

FOURTH: The street address of the initial registered office of the corporation in the State of Utah is [redacted]

The name of the initial registered agent of the corporation at the said registered office is Corporation Service Company.

The signature of the said registered agent is set forth in the last Article of these Articles of Incorporation.

FIFTH: The name and the address of the incorporator are:

NAME	ADDRESS
Corporation Service Company	[redacted]

SIXTH: No holder of any of the shares of any class of the corporation shall be entitled as of right to subscribe for, purchase, or otherwise acquire any shares of any class of the corporation which the corporation proposes to issue or any rights or options which the corporation proposes to grant for the purchase of shares of any class of the corporation or for the purchase of any shares, bonds, securities, or obligations of the corporation which are convertible into or exchangeable for, or which carry any rights, to subscribe for, purchase, or otherwise acquire shares of any class of the corporation; and any and all of such shares, bonds, securities, or obligations of the corporation, whether now or hereafter authorized or created, may be issued, or may be reissued if the same have been reacquired and if their reissue is not prohibited, and any and all of such rights and options may be granted by the Board of Directors to such individuals and entities, and for such lawful consideration, and on such terms, as the Board of Directors in its discretion may determine, without first offering the same, or any thereof, to any said holder.

SEVENTH: The corporation shall, to the fullest extent permitted by the provisions of the Utah Revised Business Corporation Act, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said provisions from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said provisions, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

EIGHTH: The personal liability of the directors of the corporation is hereby eliminated to the fullest extent permitted by the provisions of the Utah Revised Business Corporation Act, as the same may be amended and supplemented.

NINTH: The duration of the corporation shall be perpetual.

TENTH: The signature of the aforesaid registered agent of the corporation is as follows:

Corporation Service Company, Registered Agent

By: _____

Name: DAVID W. NICKELSEN

Title: ASST VICE PRES

Signed on

Corporation Service Company, Incorporator

By: _____

Name:

Title: Assistant Secretary

EXHIBIT B
TO
ORGANIZATIONAL CONSENT
OF
LOANGO CORPORATION

BYLAWS

BYLAWS

OF

LOANGO CORPORATION
a Utah corporation

June 27, 2011

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BYLAWS
OF
LOANGO CORPORATION

ARTICLE I
Offices

The principal office of the corporation shall be designated from time to time by the corporation and may be within or outside of Utah.

The corporation may have such other offices, either within or outside Utah, as the board of directors may designate or as the business of the corporation may require from time to time.

The registered office of the corporation required by the Utah corporate laws to be maintained in Utah may be, but need not be, identical with the principal office, and the address of the registered office may be changed from time to time by the board of directors.

ARTICLE II
Shareholders

Section 1. Annual Meeting. The annual meeting of the shareholders shall be held each year on a date and at a time fixed by the board of directors of the corporation (or by the president in the absence of action by the board of directors), beginning with the year 2012, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the election of directors is not held on the day fixed as provided herein for any annual meeting of the shareholders, or any adjournment thereof, the board of directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as it may conveniently be held.

A shareholder may apply to the district court in the county in Utah where the corporation's principal office is located or, if the corporation has no principal office in Utah, to the district court of the county in which the corporation's registered office is located to seek an order that a shareholder meeting be held (i) if an annual meeting was not held within six months after the close of the corporation's most recently ended fiscal year or fifteen months after its last annual meeting, whichever is earlier, or (ii) if the shareholder participated in a proper call of or proper demand for a special meeting and notice of the special meeting was not given within thirty days after the date of the call or the date the last of the demands necessary to require calling of the meeting was received by the corporation pursuant to Utah corporate law, or the special meeting was not held in accordance with the notice.

Section 2. Special Meetings. Unless otherwise prescribed by statute, special meetings of the shareholders may be called for any purpose by the president or by the board of directors. The president shall call a special meeting of the shareholders if the corporation receives one or more written demands for the meeting, stating the purpose or purposes for which

it is to be held, signed and dated by holders of shares representing at least ten percent of all the votes entitled to be cast on any issue proposed to be considered at the meeting.

Section 3. Place of Meeting. The board of directors may designate any place, either within or outside Utah, as the place for any annual meeting or any special meeting called by the board of directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or outside Utah, as the place for such meeting. If no designation is made, or if a special meeting is called other than by the board, the place of meeting shall be the principal office of the corporation.

Section 4. Notice of Meeting. Written notice stating the place, date, and hour of the meeting shall be given not less than ten nor more than sixty days before the date of the meeting, except that (i) if the number of authorized shares is to be increased, at least thirty days' notice shall be given, or (ii) any other longer notice period is required by the Utah corporate laws. The secretary shall be required to give such notice only to shareholders entitled to vote at the meeting except as otherwise required by the Utah corporate laws.

Notice of a special meeting shall include a description of the purpose or purposes of the meeting. Notice of an annual meeting need not include a description of the purpose or purposes of the meeting except the purpose or purposes shall be stated with respect to (i) an amendment to the articles of incorporation of the corporation, (ii) a merger or share exchange in which the corporation is a party and, with respect to a share exchange, in which the corporation's shares will be acquired, (iii) a sale, lease, exchange or other disposition, other than in the usual and regular course of business, of all or substantially all of the property of the corporation or of another entity which this corporation controls, in each case with or without the goodwill, (iv) a dissolution of the corporation, (v) restatement of the articles of incorporation, or (vi) any other purpose for which a statement of purpose is required by the Utah corporate laws. Notice shall be given personally or by mail, private carrier, telegraph, electronically transmitted facsimile or other form of wire or wireless communication by or at the direction of the president, the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed and if in a comprehensible form, such notice shall be deemed to be given and effective when deposited in the United States mail, properly addressed to the shareholder at his address as it appears in the corporation's current record of shareholders, with first class postage prepaid. If notice is given other than by mail, and provided that such notice is in a comprehensible form, the notice is given and effective on the date actually received by the shareholder.

If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at corporate expense. No notice need be sent to any shareholder if three successive notices mailed to the last known address of such shareholder have been returned as undeliverable until such time as another address for such shareholder is made known to the corporation by such shareholder. In order to be entitled to receive notice of any meeting, a shareholder shall advise the corporation in writing of any change in such shareholder's mailing address as shown on the corporation's books and records.

When a meeting is adjourned to another date, time or place, notice need not be given of the new date, time or place if the new date, time or place of such meeting is announced before adjournment at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which may have been transacted at the original meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a new notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting as of the new record date.

A shareholder may waive notice of a meeting before or after the time and date of the meeting by a writing signed by such shareholder. Such waiver shall be delivered to the corporation for filing with the corporate records, but this delivery and filing shall not be conditions to the effectiveness of the waiver. Further, by attending a meeting either in person or by proxy, a shareholder waives objection to lack of notice or defective notice of the meeting unless the shareholder objects at the beginning of the meeting to the holding of the meeting or the transaction of business at the meeting because of lack of notice or defective notice. By attending the meeting, the shareholder also waives any objection to consideration at the meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the shareholder objects to considering the matter when it is presented.

Section 5. Fixing of Record Date. For the purpose of determining shareholders entitled to (i) notice of or vote at any meeting of shareholders or any adjournment thereof, (ii) receive distributions or share dividends, (iii) demand a special meeting, or (iv) make a determination of shareholders for any other proper purpose, the board of directors may fix a future date as the record date for any such determination of shareholders, such date in any case to be not more than seventy days, and, in case of a meeting of shareholders, not less than ten days, prior to the date on which the particular action requiring such determination of shareholders is to be taken. If no record date is fixed by the directors, the record date shall be the day before the notice of the meeting is given to shareholders, or the date on which the resolution of the board of directors providing for a distribution is adopted, as the case may be. When a determination of shareholders entitled to vote at any meeting of shareholders is made as provided in this section, such determination shall apply to any adjournment thereof unless the board of directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. Unless otherwise specified when the record date is fixed, the time of day for such determination shall be as of the corporation's close of business on the record date.

Notwithstanding the above, the record date for determining the shareholders entitled to take action without a meeting or entitled to be given notice of action so taken shall be the date a writing upon which the action is taken is first received by the corporation. The record date for determining shareholders entitled to demand a special meeting shall be the date of the earliest of any of the demands pursuant to which the meeting is called.

Section 6. Voting Lists. After a record date is fixed for a shareholders' meeting, the secretary shall make, at the earlier of ten days before such meeting or two business days after notice of the meeting has been given, a complete list of the shareholders entitled to be given notice of such meeting or any adjournment thereof. The list shall be arranged by voting groups

and within each voting group by class or series of shares, shall be in alphabetical order within each class or series, and shall show the address of and the number of shares of each class or series held by each shareholder. For the period beginning the earlier of ten days prior to the meeting or two business days after notice of the meeting is given and continuing through the meeting and any adjournment thereof, this list shall be kept on file at the principal office of the corporation, or at a place (which shall be identified in the notice) in the city where the meeting will be held. Such list shall be available for inspection on written demand by any shareholder (including for the purpose of this Section 6 any holder of voting trust certificates) or his agent or attorney during regular business hours and during the period available for inspection. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books or to vote at any meeting of shareholders.

Any shareholder, his agent or attorney may copy the list during regular business hours and during the period it is available for inspection, provided (i) the shareholder has been a shareholder for at least three months immediately preceding the demand or holds at least five percent of all outstanding shares of any class of shares as of the date of the demand, (ii) the demand is made in good faith and for a purpose reasonably related to the demanding shareholder's interest as a shareholder, (iii) the shareholder describes with reasonable particularity the purpose and the records the shareholder desires to inspect, (iv) the records are directly connected with the described purpose, and (v) the shareholder pays a reasonable charge covering the costs of labor and material for such copies, not to exceed the estimated cost of production and reproduction.

Section 7. Recognition Procedure for Beneficial Owners. The board of directors may adopt by resolution a procedure whereby a shareholder of the corporation may certify in writing to the corporation that all or a portion of the shares registered in the name of such shareholder are held for the account of a specified person or persons. The resolution may set forth (i) the types of nominees to which it applies, (ii) the rights or privileges that the corporation will recognize in a beneficial owner, which may include rights and privileges other than voting, (iii) the form of certification and the information to be contained therein, (iv) if the certification is with respect to a record date, the time within which the certification must be received by the corporation, (v) the period for which the nominee's use of the procedure is effective, and (vi) such other provisions with respect to the procedure as the board deems necessary or desirable. Upon receipt by the corporation of a certificate complying with the procedure established by the board of directors, the persons specified in the certification shall be deemed, for the purpose or purposes set forth in the certification, to be the registered holders of the number of shares specified in place of the shareholder making the certification.

Section 8. Quorum and Manner of Acting. A majority of the votes entitled to be cast on a matter by a voting group represented in person or by proxy, shall constitute a quorum of that voting group for action on the matter. If less than a majority of such votes are represented at a meeting, a majority of the votes so represented may adjourn the meeting from time to time without further notice, for a period not to exceed 120 days for any one adjournment. If a quorum is present at such adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of

enough shareholders to leave less than a quorum, unless the meeting is adjourned and a new record date is set for the adjourned meeting.

If a quorum exists, action on a matter other than the election of directors by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast within the voting group opposing the action, unless the vote of a greater number or voting by classes is required by law or the articles of incorporation.

Section 9. Proxies. At all meetings of shareholders, a shareholder may vote by proxy by signing an appointment form or similar writing, either personally or by his duly authorized attorney-in-fact. A shareholder may also appoint a proxy by transmitting or authorizing the transmission of a telegram, or other electronic transmission providing a written statement of the appointment to the proxy, a proxy solicitor, proxy support service organization, or other person duly authorized by the proxy to receive appointments as agent for the proxy, or to the corporation. The transmitted appointment shall set forth or be transmitted with written evidence from which it can be determined that the shareholder transmitted or authorized the transmission of the appointment. The proxy appointment form or similar writing shall be filed with the secretary of the corporation before or at the time of the meeting. The appointment of a proxy is effective when received by the corporation and is valid for eleven months unless a different period is expressly provided in the appointment form or similar writing.

Any complete copy, including an electronically transmitted facsimile, of an appointment of a proxy may be substituted for or used in lieu of the original appointment for any purpose for which the original appointment could be used.

Revocation of a proxy does not affect the right of the corporation to accept the proxy's authority unless (i) the corporation had notice that the appointment was coupled with an interest and notice that such interest is extinguished is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises his authority under the appointment, or (ii) other notice of the revocation of the appointment is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises his authority under the appointment. Other notice of revocation may, in the discretion of the corporation, be deemed to include the appearance at a shareholders' meeting of the shareholder who granted the proxy and his voting in person on any matter subject to a vote at such meeting.

The death or incapacity of the shareholder appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises his authority under the appointment.

The corporation shall not be required to recognize an appointment made irrevocable if it has received a writing revoking the appointment signed by the shareholder (including a shareholder who is a successor to the shareholder who granted the proxy) either personally or by his attorney-in-fact, notwithstanding that the revocation may be a breach of an obligation of the shareholder to another person not to revoke the appointment.

Subject to Section 11 and any express limitation on the proxy's authority appearing on the appointment form, the corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

Section 10. Voting of Shares. Each outstanding share, regardless of class, shall be entitled to one vote, except in the election of directors, and each fractional share shall be entitled to a corresponding fractional vote on each matter submitted to a vote at a meeting of shareholders, except to the extent that the voting rights of the shares of any class or classes are limited or denied by the articles of incorporation as permitted by the Utah Business Corporation Code. Cumulative voting shall not be permitted in the election of directors or for any other purpose. Each record holder of stock shall be entitled to vote in the election of directors and shall have as many votes for each of the shares owned by him as there are directors to be elected and for whose election he has the right to vote.

At each election of directors, that number of candidates equaling the number of directors to be elected, having the highest number of votes cast in favor of their election, shall be elected to the board of directors.

Except as otherwise ordered by a court of competent jurisdiction upon a finding that the purpose of this Section would not be violated in the circumstances presented to the court, the shares of the corporation are not entitled to be voted if they are owned, directly or indirectly, by a second corporation, domestic or foreign, and the first corporation owns, directly or indirectly, a majority of the shares entitled to vote for directors of the second corporation except to the extent the second corporation holds the shares in a fiduciary capacity.

Redeemable shares are not entitled to be voted after notice of redemption is mailed to the holders and a sum sufficient to redeem the shares has been deposited with a bank, trust company or other financial institution under an irrevocable obligation to pay the holders the redemption price on surrender of the shares.

Section 11. Corporation's Acceptance of Votes. If the name signed on a vote, consent, waiver, proxy appointment, or proxy appointment revocation corresponds to the name of a shareholder, the corporation, if acting in good faith, is entitled to accept the vote, consent, waiver, proxy appointment or proxy appointment revocation and give it effect as the act of the shareholder. If the name signed on a vote, consent, waiver, proxy appointment or proxy appointment revocation does not correspond to the name of a shareholder, the corporation, if acting in good faith, is nevertheless entitled to accept the vote, consent, waiver, proxy appointment or proxy appointment revocation and to give it effect as the act of the shareholder if:

(i) The shareholder is an entity and the name signed purports to be that of an officer or agent of the entity;

(ii) The name signed purports to be that of an administrator, executor, guardian or conservator representing the shareholder and, if the corporation requests, evidence of fiduciary status acceptable to the corporation has been

presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;

(iii) The name signed purports to be that of a receiver or trustee in bankruptcy of the shareholder and, if the corporation requests, evidence of this status acceptable to the corporation has been presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;

(iv) The name signed purports to be that of a pledgee, beneficial owner or attorney-in-fact of the shareholder and, if the corporation requests, evidence acceptable to the corporation of the signatory's authority to sign for the shareholder has been presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;

(v) Two or more persons are the shareholder as co-tenants or fiduciaries and the name signed purports to be the name of at least one of the co-tenants or fiduciaries, and the person signing appears to be acting on behalf of all the co-tenants or fiduciaries; or

(vi) The acceptance of the vote, consent, waiver, proxy appointment or proxy appointment revocation is otherwise proper under rules established by the corporation that are not inconsistent with this Section 11.

The corporation is entitled to reject a vote, consent, waiver, proxy appointment or proxy appointment revocation if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the shareholder.

Neither the corporation nor its officers nor any agent who accepts or rejects a vote, consent, waiver, proxy appointment or proxy appointment revocation in good faith and in accordance with the standards of this Section is liable in damages for the consequences of the acceptance or rejection.

Section 12. Informal Action by Shareholders. Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if before or after the action, a written consent (or counterparts thereof) that sets forth the action so taken is signed by shareholders holding at least a majority of the voting power entitled to vote with respect to the subject matter thereof except if a different proportion of voting power is required for such an action at a meeting, then that proportion of written consents is required. Such consent shall have the same force and effect as a vote of the shareholders and may be stated as such in any document. Action taken under this Section 12 is effective as of the date the last writing necessary to effect the action is received by the corporation, unless all of the writings specify a different effective date, in which case such specified date shall be the effective date for such action. The record date for determining shareholders entitled to take action without a meeting is the date the corporation first receives a writing upon which the action is taken.

Any shareholder who has signed a writing describing and consenting to action taken pursuant to this Section 12 may revoke such consent by a writing signed by the shareholder describing the action and stating that the shareholder's prior consent thereto is revoked, if such writing is received by the corporation before the effectiveness of the action.

In no instance where action is authorized by written consent need a meeting of shareholders be called or notice given.

Section 13. Meetings by Telecommunication. Any or all of the shareholders may participate in an annual or special shareholders' meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A shareholder participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE III
Board of Directors

Section 1. General Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, its board of directors, except as otherwise provided in the Utah corporate laws or the articles of incorporation.

Section 2. Number, Qualifications and Tenure. The number of directors of the corporation shall be fixed from time to time by the board of directors, within a range of no less than one or more than nine, but no decrease in the number of directors shall have the effect of shortening the term of any incumbent director. A director shall be a natural person who is eighteen years of age or older. A director need not be a resident of Utah or a shareholder of the corporation.

Directors shall be elected at each annual meeting of shareholders. Each director shall hold office until the next annual meeting of shareholders following his election and thereafter until his successor shall have been elected and qualified. Directors shall be removed in the manner provided by the Utah corporate laws. Any director may be removed by the shareholders of the voting group that elected the director, with or without cause, at a meeting called for that purpose. The notice of the meeting shall state that the purpose or one of the purposes of the meeting is removal of the director. A director may be removed only if the number of votes cast in favor of removal exceeds the number of votes cast against removal.

Section 3. Vacancies. Any director may resign at any time by giving written notice to the secretary. Such resignation shall take effect at the time the notice is received by the secretary unless the notice specifies a later effective date. Unless otherwise specified in the notice of resignation, the corporation's acceptance of such resignation shall not be necessary to make it effective. Any vacancy on the board of directors may be filled by the affirmative vote of a majority of the shareholders at a special meeting called for that purpose or by the board of directors. If the directors remaining in office constitute fewer than a quorum of the board, the directors may fill the vacancy by the affirmative vote of a majority of all the directors remaining

in office. If elected by the directors, the director shall hold office until the next annual shareholders' meeting at which directors are elected. If elected by the shareholders, the director shall hold office for the unexpired term of his predecessor in office; except that, if the director's predecessor was elected by the directors to fill a vacancy, the director elected by the shareholders shall hold office for the unexpired term of the last predecessor elected by the shareholders.

Section 4. Regular Meetings. A regular meeting of the board of directors shall be held without notice immediately after and at the same place as the annual meeting of shareholders. The board of directors may provide by resolution the time and place, either within or outside Utah, for the holding of additional regular meetings without other notice.

Section 5. Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or any one (1) of the directors. The person or persons authorized to call special meetings of the board of directors may fix any place, either within or outside Utah, as the place for holding any special meeting of the board of directors called by them.

Section 6. Notice. Notice of the date, time and place of any special meeting shall be given to each director at least two days prior to the meeting by written notice either personally delivered or mailed to each director at his business address, or by notice transmitted by private courier, telegraph, electronically transmitted facsimile or other form of wire or wireless communication. If mailed, such notice shall be deemed to be given and to be effective on the earlier of (i) five days after such notice is deposited in the United States mail, properly addressed, with first class postage prepaid, or (ii) the date shown on the return receipt, if mailed by registered or certified mail return receipt requested, provided that the return receipt is signed by the director to whom the notice is addressed. If notice is given by telex, electronically transmitted facsimile or other similar form of wire or wireless communication, such notice shall be deemed to be given and to be effective when sent, and with respect to a telegram, such notice shall be deemed to be given and to be effective when the telegram is delivered to the telegraph company. If a director has designated in writing one or more reasonable addresses or facsimile numbers for delivery of notice to him, notice sent by mail, telegraph, electronically transmitted facsimile or other form of wire or wireless communication shall not be deemed to have been given or to be effective unless sent to such addresses or facsimile numbers, as the case may be.

A director may waive notice of a meeting before or after the time and date of the meeting by a writing signed by such director. Such waiver shall be delivered to the secretary for filing with the corporate records, but such delivery and filing shall not be conditions to the effectiveness of the waiver. Further, a director's attendance at or participation in a meeting waives any required notice to him of the meeting unless at the beginning of the meeting, or promptly upon his later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 7. Quorum. A majority of the number of directors fixed by the board of directors pursuant to Article III, Section 2 or, if no number is fixed, a majority of the number in office immediately before the meeting begins, shall constitute a quorum for the transaction of business at any meeting of the board of directors.

Section 8. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

Section 9. Compensation. By resolution of the board of directors, any director may be paid any one or more of the following: his expenses, if any, of attendance at meetings, a fixed sum for attendance at each meeting, a stated salary as director, or such other compensation as the corporation and the director may reasonably agree upon. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 10. Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors or committee of the board at which action on any corporate matter is taken shall be presumed to have assented to all action taken at the meeting unless (i) the director objects at the beginning of the meeting, or promptly upon his arrival, to the holding of the meeting or the transaction of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting, (ii) the director contemporaneously requests that his dissent or abstention as to any specific action taken be entered in the minutes of the meeting, or (iii) the director causes written notice of his dissent or abstention as to any specific action to be received by the presiding officer of the meeting before its adjournment or by the secretary promptly after the adjournment of the meeting. A director may dissent to a specific action at a meeting, while assenting to others. The right to dissent to a specific action taken at a meeting of the board of directors or a committee of the board shall not be available to a director who voted in favor of such action.

Section 11. Committees. By resolution adopted by a majority of all the directors in office when the action is taken, the board of directors may designate from among its members an executive committee and one or more other committees, and appoint one or more members of the board of directors to serve on them. To the extent provided in the resolution, each committee shall have all the authority of the board of directors, except that no such committee shall have the authority to (i) authorize distributions, (ii) approve or propose to shareholders actions or proposals required by the Utah corporate laws to be approved by shareholders, (iii) fill vacancies on the board of directors or any committee thereof, (iv) amend articles of incorporation, (v) adopt, amend or repeal the bylaws, (vi) approve a plan of merger not requiring shareholder approval, (vii) authorize or approve the reacquisition of shares unless pursuant to a formula or method prescribed by the board of directors, or (viii) authorize or approve the issuance or sale of shares, or contract for the sale of shares or determine the designations and relative rights, preferences and limitations of a class or series of shares, except that the board of directors may authorize a committee or officer to do so within limits specifically prescribed by the board of directors. The committee shall then have full power within the limits set by the board of directors to adopt any final resolution setting forth all preferences, limitations and relative rights of such class or series and to authorize an amendment of the articles of incorporation stating the

preferences, limitations and relative rights of a class or series for filing with the Secretary of State under the Utah corporate laws.

Sections 4, 5, 6, 7, 8 or 12 of Article III, which govern meetings, notice, waiver of notice, quorum, voting requirements and action without a meeting of the board of directors, shall apply to committees and their members appointed under this Section 11.

Neither the designation of any such committee, the delegation of authority to such committee, nor any action by such committee pursuant to its authority shall alone constitute compliance by any member of the board of directors or a member of the committee in question with his responsibility to conform to the standard of care set forth in Article III, Section 14 of these bylaws.

Section 12. Informal Action by Directors. Any action required or permitted to be taken at a meeting of the directors or any committee designated by the board of directors may be taken without a meeting if a written consent (or counterparts thereof) that sets forth the action so taken is signed by all of the directors entitled to vote with respect to the action taken. Such consent shall have the same force and effect as a unanimous vote of the directors or committee members and may be stated as such in any document. Unless the consent specifies a different effective time or date, action taken under this Section 12 is effective at the time or date the last director signs a writing describing the action taken, unless, before such time, any director has revoked his consent by a writing signed by the director and received by the president or the secretary of the corporation.

Section 13. Telephonic Meetings. The board of directors may permit any director (or any member of a committee designated by the board) to participate in a regular or special meeting of the board of directors or a committee thereof through the use of any means of communication by which all directors participating in the meeting can hear each other during the meeting. A director participating in a meeting in this manner is deemed to be present in person at the meeting.

Section 14. Standard of Care. A director shall perform his duties as a director, including without limitation his duties as a member of any committee of the board, in good faith, in a manner he reasonably believes to be in the best interests of the corporation, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In performing his duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by the persons herein designated. However, he shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A director shall not be liable to the corporation or its shareholders for any action he takes or omits to take as a director if, in connection with such action or omission, he performs his duties in compliance with this Section 14.

The designated persons on whom a director is entitled to rely are (i) one or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters presented, (ii) legal counsel, public accountant, or other person as to

matters which the director reasonably believes to be within such person's professional or expert competence, or (iii) a committee of the board of directors on which the director does not serve if the director reasonably believes the committee merits confidence.

ARTICLE IV
Officers and Agents

Section 1. General. The officers of the corporation shall be a president, a secretary and a treasurer, and may also include one or more vice presidents, each of which officer shall be appointed by the board of directors and shall be a natural person eighteen years of age or older. One person may hold more than one office. The board of directors or an officer or officers so authorized by the board may appoint such other officers, assistant officers, committees and agents, including a chairman of the board, assistant secretaries and assistant treasurers, as they may consider necessary. Except as expressly prescribed by these bylaws, the board of directors or the officer or officers authorized by the board shall from time to time determine the procedure for the appointment of officers, their authority and duties and their compensation, provided that the board of directors may change the authority, duties and compensation of any officer who is not appointed by the board.

Section 2. Appointment and Term of Office. The officers of the corporation to be appointed by the board of directors shall be appointed at each annual meeting of the board held after each annual meeting of the shareholders. If the appointment of officers is not made at such meeting or if an officer or officers are to be appointed by another officer or officers of the corporation, such appointments shall be made as determined by the board of directors or the appointing person or persons. Each officer shall hold office until the first of the following occurs: his successor shall have been duly appointed and qualified, his death, his resignation, or his removal in the manner provided in Section 3.

Section 3. Resignation and Removal. An officer may resign at any time by giving written notice of resignation to the president, secretary or other person who appoints such officer. The resignation is effective when the notice is received by the corporation unless the notice specifies a later effective date.

Any officer or agent may be removed at any time with or without cause by the board of directors or an officer or officers authorized by the board. Such removal does not affect the contract rights, if any, of the corporation or of the person so removed. The appointment of an officer or agent shall not in itself create contract rights.

Section 4. Vacancies. A vacancy in any office, however occurring, may be filled by the board of directors, or by the officer or officers authorized by the board, for the unexpired portion of the officer's term. If an officer resigns and his resignation is made effective at a later date, the board of directors, or officer or officers authorized by the board, may permit the officer to remain in office until the effective date and may fill the pending vacancy before the effective date if the board of directors or officer or officers authorized by the board provide that the successor shall not take office until the effective date. In the alternative, the board of directors, or

officer or officers authorized by the board of directors, may remove the officer at any time before the effective date and may fill the resulting vacancy.

Section 5. President. The president shall preside at all meetings of shareholders and all meetings of the board of directors unless the board of directors has appointed a chairman, vice chairman, or other officer of the board and has authorized such person to preside at meetings of the board of directors. Subject to the direction and supervision of the board of directors, the president shall be the chief executive officer of the corporation, and shall have general and active control of its affairs and business and general supervision of its officers, agents and employees. Unless otherwise directed by the board of directors, the president shall attend in person or by substitute appointed by him, or shall execute on behalf of the corporation written instruments appointing a proxy or proxies to represent the corporation, at all meetings of the stockholders of any other corporation in which the corporation holds any stock. On behalf of the corporation, the president may in person or by substitute or by proxy execute written waivers of notice and consents with respect to any such meetings. At all such meetings and otherwise, the president, in person or by substitute or proxy, may vote the stock held by the corporation, execute written consents and other instruments with respect to such stock, and exercise any and all rights and powers incident to the ownership of said stock, subject to the instructions, if any, of the board of directors. The president shall have custody of the treasurer's bond, if any. The president shall have such additional authority and duties as are appropriate and customary for the office of president and chief executive officer, except as the same may be expanded or limited by the board of directors from time to time.

Section 6. Vice Presidents. The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the board of directors. In the absence of the president, the vice president, if any (or, if more than one, the vice presidents in the order designated by the board of directors, or if the board makes no such designation, then the vice president designated by the president, or if neither the board nor the president makes any such designation, the senior vice president as determined by first election to that office), shall have the powers and perform the duties of the president.

Section 7. Secretary. The secretary shall (i) prepare and maintain as permanent records the minutes of the proceedings of the shareholders and the board of directors, a record of all actions taken by the shareholders or board of directors without a meeting, a record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the corporation, and a record of all waivers of notice of meetings of shareholders and of the board of directors or any committee thereof, (ii) see that all notices are duly given in accordance with the provisions of these bylaws and as required by law, (iii) serve as custodian of the corporate records and of the seal of the corporation and affix the seal to all documents when authorized by the board of directors, (iv) keep at the corporation's registered office or principal place of business a record containing the names and addresses of all shareholders in a form that permits preparation of a list of shareholders arranged by voting group and by class or series of shares within each voting group, that is alphabetical within each class or series and that shows the address of, and the number of shares of each class or series held by, each shareholder, unless such a record shall be kept at the office of the corporation's transfer agent or registrar, (v) maintain at the corporation's principal office the originals or copies of the

corporation's articles of incorporation, bylaws, minutes of all shareholders' meetings and records of all action taken by shareholders without a meeting for the past three years, all written communications within the past three years to shareholders as a group or to the holders of any class or series of shares as a group, a list of the names and business addresses of the current directors and officers, a copy of the corporation's most recent corporate report filed with the Secretary of State, and financial statements showing in reasonable detail the corporation's assets and liabilities and results of operations for the last three years, (vi) have general charge of the stock transfer books of the corporation, unless the corporation has a transfer agent, (vii) authenticate records of the corporation, and (viii) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the board of directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary. The directors and/or shareholders may however respectively designate a person other than the secretary or assistant secretary to keep the minutes of their respective meetings.

Any books, records, or minutes of the corporation may be in written form or in any form capable of being converted into written form within a reasonable time.

Section 8. Treasurer. The treasurer shall be the principal financial officer of the corporation, shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the corporation and shall deposit the same in accordance with the instructions of the board of directors. Subject to the limits imposed by the board of directors, he shall receive and give receipts and acquittances for money paid in on account of the corporation, and shall pay out of the corporation's funds on hand all bills, payrolls and other just debts of the corporation of whatever nature upon maturity. He shall perform all other duties incident to the office of the treasurer and, upon request of the board, shall make such reports to it as may be required at any time. He shall, if required by the board, give the corporation a bond in such sums and with such sureties as shall be satisfactory to the board, conditioned upon the faithful performance of his duties and for the restoration to the corporation of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation. He shall have such other powers and perform such other duties as may from time to time be prescribed by the board of directors or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

The treasurer shall also be the principal accounting officer of the corporation. He shall prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account as required by the Utah corporate laws, prepare and file all local, state and federal tax returns, prescribe and maintain an adequate system of internal audit and prepare and furnish to the president and the board of directors statements of account showing the financial position of the corporation and the results of its operations.

ARTICLE V
Stock

Section 1. Certificates. The board of directors shall be authorized to issue any of its classes of shares with or without certificates. The fact that the shares are not represented by certificates shall have no effect on the rights and obligations of shareholders. If the shares are-represented by certificates, such shares shall be represented by consecutively numbered certificates signed, either manually or by facsimile, in the name of the corporation by the president. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, such certificate may nonetheless be issued by the corporation with the same effect as if he were such officer at the date of its issue. All certificates shall be consecutively numbered, and the names of the owners, the number of shares, and the date of issue shall be entered on the books of the corporation. Each certificate representing shares shall state upon its face:

(i) That the corporation is organized under the laws of Utah;

(ii) The name of the person to whom issued;

(iii) The number and class of the shares and the designation of the series, if any, that the certificate represents;

(iv) The par value, if any, of each share represented by the certificate;

(v) Any restrictions imposed by the corporation upon the transfer of the shares represented by the certificate.

If shares are not represented by certificates, within a reasonable time following the issue or transfer of such shares, the corporation shall send the shareholder a complete written statement of all of the information required to be provided to holders of uncertificated shares by the Utah corporate laws.

Section 2. Consideration for Shares. Certificated or uncertificated shares shall not be issued until the shares represented thereby are fully paid. The board of directors may authorize the issuance of shares for consideration consisting of any tangible or intangible property or benefit to the corporation, including cash, promissory notes, services performed or other securities of the corporation. Future services shall not constitute payment or partial payment for shares of the corporation. The promissory note of a subscriber or an affiliate of a subscriber shall not constitute payment or partial payment for shares of the corporation unless the note is negotiable and is secured by collateral, other than the shares being purchased, having a fair market value at least equal to the principal amount of the note. For purposes of this Section 2, "promissory note" means a negotiable instrument on which there is an obligation to pay independent of collateral and does not include a non-recourse note.

Section 3. Lost Certificates. In case of the alleged loss, destruction or mutilation of a certificate of stock, the board of directors may direct the issuance of a new certificate in lieu thereof upon such terms and conditions in conformity with law as the board may prescribe. The board of directors may in its discretion require an affidavit of lost certificate and/or a bond in such form and amount and with such surety as it may determine before issuing a new certificate.

Section 4. Transfer of Shares. Upon surrender to the corporation or to a transfer agent of the corporation of a certificate of stock duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, and receipt of such documentary stamps as may be required by law and evidence of compliance with all applicable securities laws and other restrictions, the corporation shall issue a new certificate to the person entitled thereto, and cancel the old certificate. Every such transfer of stock shall be entered on the stock books of the corporation which shall be kept at its principal office or by the person and at the place designated by the board of directors.

Except as otherwise expressly provided in Article II, Sections 7 and 11, and except for the assertion of dissenters' rights to the extent provided in the Utah corporate laws, the corporation shall be entitled to treat the registered holder of any shares of the corporation as the owner thereof for all purposes, and the corporation shall not be bound to recognize any equitable or other claim to, or interest in, such shares or rights deriving from such shares on the part of any person other than the registered holder, including without limitation any purchaser, assignee or transferee of such shares or rights deriving from such shares, unless and until such other person becomes the registered holder of such shares, whether or not the corporation shall have either actual or constructive notice of the claimed interest of such other person.

Section 5. Transfer Agent, Registrars and Paying Agents. The board may at its discretion appoint one or more transfer agents, registrars and agents for making payment upon any class of stock, bond, debenture or other security of the corporation. Such agents and registrars may be located either within or outside Utah. They shall have such rights and duties and shall be entitled to such compensation as may be agreed.

ARTICLE VI
Indemnification of Certain Persons

Section 1. Indemnification. For purposes of Article VI, a "Proper Person" means any person (including the estate or personal representative of a director) who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he is or was a director, officer, employee, fiduciary or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any foreign or domestic profit or nonprofit corporation or of any partnership, joint venture, trust, profit or nonprofit unincorporated association, limited liability company, or other enterprise or employee benefit plan. The corporation shall indemnify any Proper Person against reasonably incurred expenses (including attorneys' fees), judgments, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement reasonably incurred by him in connection

with such action, suit or proceeding if it is determined by the groups set forth in Section 4 of this Article that he conducted himself in good faith and that he reasonably believed (i) in the case of conduct in his official capacity with the corporation, that his conduct was in the corporation's best interests, or (ii) in all other cases (except criminal cases), that his conduct was at least not opposed to the corporation's best interests, or (iii) in the case of any criminal proceeding, that he had no reasonable cause to believe his conduct was unlawful. Official capacity means, when used with respect to a director, the office of director and, when used with respect to any other Proper Person, the office in a corporation held by the officer or the employment, fiduciary or agency relationship undertaken by the employee, fiduciary, or agent on behalf of the corporation. Official capacity does not include service for any other domestic or foreign corporation or other person or employee benefit plan.

A director's conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirement in (ii) of this Section 1. A director's conduct with respect to an employee benefit plan for a purpose that the director did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirement of this section that he conduct himself in good faith.

No indemnification shall be made under this Article VI to a Proper Person with respect to any claim, issue or matter in connection with a proceeding by or in the right of a corporation in which the Proper Person was adjudged liable to the corporation or in connection with any proceeding charging that the Proper Person derived an improper personal benefit, whether or not involving action in an official capacity, in which he was adjudged liable on the basis that he derived an improper personal benefit. Further, indemnification under this section in connection with a proceeding brought by or in the right of the corporation shall be limited to reasonable expenses, including attorneys' fees, incurred in connection with the proceeding.

Section 2. Right to Indemnification. The corporation shall indemnify any Proper Person who was wholly successful, on the merits or otherwise, in defense of any action, suit, or proceeding as to which he was entitled to indemnification under Section 1 of this Article VI against expenses (including attorneys' fees) reasonably incurred by him in connection with the proceeding without the necessity of any action by the corporation other than the determination in good faith that the defense has been wholly successful.

Section 3. Effect of Termination of Action. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person seeking indemnification did not meet the standards of conduct described in Section 1 of this Article VI. Entry of a judgment by consent as part of a settlement shall not be deemed an adjudication of liability, as described in Section 2 of this Article VI.

Section 4. Groups Authorized to Make Indemnification Determination. Except where there is a right to indemnification as set forth in Sections 1 or 2 of this Article or where indemnification is ordered by a court in Section 5, any indemnification shall be made by the corporation only as determined in the specific case by a proper group that indemnification of the

Proper Person is permissible under the circumstances because he has met the applicable standards of conduct set forth in Section 1 of this Article. This determination shall be made by the board of directors by a majority vote of those present at a meeting at which a quorum is present, which quorum shall consist of directors not parties to the proceeding ("Quorum"). If a Quorum cannot be obtained, the determination shall be made by a majority vote of a committee of the board of directors designated by the board, which committee shall consist of two or more directors not parties to the proceeding, except that directors who are parties to the proceeding may participate in the designation of directors for the committee. If a Quorum of the board of directors cannot be obtained and the committee cannot be established, or even if a Quorum is obtained or the committee is designated and a majority of the directors constituting such Quorum or committee so directs, the determination shall be made by (i) independent legal counsel selected by a vote of the board of directors or the committee in the manner specified in this Section 4 or, if a Quorum of the full board of directors cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full board (including directors who are parties to the action) or (ii) a vote of the shareholders.

Authorization of indemnification and advance of expenses shall be made in the same manner as the determination that indemnification or advance of expenses is permissible except that, if the determination that indemnification or advance of expenses is permissible is made by independent legal counsel, authorization of indemnification and advance of expenses shall be made by the body that selected such counsel.

Section 5. Court-Ordered Indemnification. Any Proper Person may apply for indemni-fication to the court conducting the proceeding or to another court of competent jurisdiction for mandatory indemnification under Section 2 of this Article, including indemnification for reasonable expenses incurred to obtain court-ordered indemnification. If a court determines that the Proper Person is entitled to indemnification under Section 2 of this Article, the court shall order indemnification, including the Proper Person's reasonable expenses incurred to obtain court-ordered indemnification. If the court determines that such Proper Person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he met the standards of conduct set forth in Section 1 of this Article or was adjudged liable in the proceeding, the court may order such indemnification as the court deems proper except that if the Proper Person has been adjudged liable, indemnification shall be limited to reasonable expenses incurred in connection with the proceeding and reasonable expenses incurred to obtain court-ordered indemnification.

Section 6. Advance of Expenses. Reasonable expenses (including attorneys' fees) incurred in defending an action, suit or proceeding as described in Section 1 may be paid by the corporation to any Proper Person in advance of the final disposition of such action, suit or proceeding upon receipt of (i) a written affirmation of such Proper Person's good faith belief that he has met the standards of conduct prescribed by Section 1 of this Article VI, (ii) a written undertaking, executed personally or on the Proper Person's behalf, to repay such advances if it is ultimately determined that he did not meet the prescribed standards of conduct (the undertaking shall be an unlimited general obligation of the Proper Person but need not be secured and may be accepted without reference to financial ability to make repayment), and (iii) a determination is made by the proper group (as described in Section 4 of this Article VI) that the facts as then

known to the group would not preclude indemnification. Determination and authorization of payments shall be made in the same manner specified in Section 4 of this Article VI.

Section 7. Additional Indemnification to Certain Persons Other Than Directors. In addition to the indemnification provided to officers, employees, fiduciaries or agents because of their status as Proper Persons under this Article, the corporation may also indemnify and advance expenses to them if they are not directors of the corporation to a greater extent than is provided in these bylaws, if not inconsistent with public policy, and if provided for by general or specific action of its board of directors or shareholders or by contract.

Section 8. Witness Expenses. The sections of this Article VI do not limit the corporation's authority to pay or reimburse expenses incurred by a director in connection with an appearance as a witness in a proceeding at a time when he has not been made or named as a defendant or respondent in the proceeding.

Section 9. Report to Shareholders. Any indemnification of or advance of expenses to a director in accordance with this Article VI, if arising out of a proceeding by or on behalf of the corporation, shall be reported in writing to the shareholders with or before the notice of the next shareholders' meeting. If the next shareholder action is taken without a meeting at the instigation of the board of directors, such notice shall be given to the shareholders at or before the time the first shareholder signs a writing consenting to such action.

ARTICLE VII
Provisions of Insurance

Section 1. Provisions of Insurance. By action of the board of directors, notwithstanding any interest of the directors in the action, the corporation may purchase and maintain insurance, in such scope and amounts as the board of directors deems appropriate, on behalf of any person who is or was a director, officer, employee, fiduciary or agent of the corporation, or who, while a director, officer, employee, fiduciary or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic profit or nonprofit corporation or of any partnership, joint venture, trust, profit or nonprofit unincorporated association, limited liability company, other enterprise or employee benefit plan, against any liability asserted against, or incurred by, him in that capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of Article VI or applicable law. Any such insurance may be procured from any insurance company designated by the board of directors of the corporation, whether such insurance company is formed under the laws of Utah or any other jurisdiction of the United States or elsewhere, including any insurance company in which the corporation has an equity interest or any other interest, through stock ownership or otherwise.

ARTICLE VIII
Miscellaneous

Section 1. **Seal.** The board of directors may adopt a corporate seal, which shall contain the name of the corporation and the words, "Seal, Utah."

Section 2. **Fiscal Year.** The fiscal year of the corporation shall be as established by the board of directors.

Section 3. **Amendments.** The board of directors shall have power, to the maximum extent permitted by the Utah corporate laws, to make, amend and repeal the bylaws of the corporation at any regular or special meeting of the board unless the shareholders, in making, amending or repealing a particular bylaw, expressly provide that the directors may not amend or repeal such bylaw. The shareholders also shall have the power to make, amend or repeal the bylaws of the corporation at any annual meeting or at any special meeting called for that purpose.

Section 4. **Receipt of Notices by the Corporation.** Notices, shareholder writings consenting to action, and other documents or writings shall be deemed to have been received by the corporation when they are actually received: (1) at the registered office of the corporation in Utah; (2) at the principal office of the corporation (as that office is designated in the most recent document filed by the corporation with the secretary of state for Utah designating a principal office) addressed to the attention of the secretary of the corporation; (3) by the secretary of the corporation wherever the secretary may be found; or (4) by any other person authorized from time to time by the board of directors or the president to receive such writings, wherever such person is found.

Section 5. **Gender.** The masculine gender is used in these bylaws as a matter of convenience only and shall be interpreted to include the feminine and neuter genders as the circumstances indicate.

Section 6. **Conflicts.** In the event of any irreconcilable conflict between these bylaws and either the corporation's articles of incorporation or applicable law, the latter shall control.

Section 7. **Definitions.** Except as otherwise specifically provided in these bylaws, all terms used in these bylaws shall have the same definition as in the Utah corporate laws.

Bylaws Approved June 27, 2011

LOANGO CORPORATION

By: _____
Jeffrey Peterson, Chairman of the
Board of Directors

IC1-3, ID1, IIA

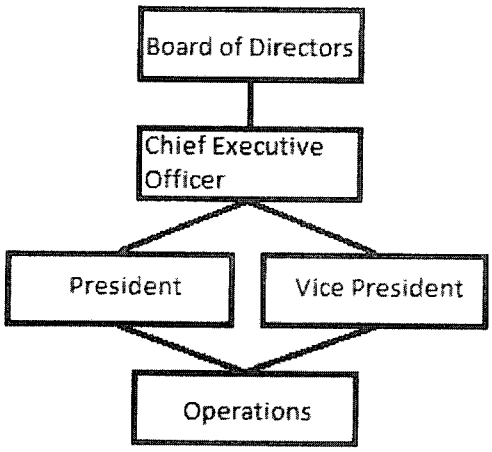
Management Structure and Shareholder Chart

Name	Age	Position	Since	Shares Held
Jeffrey Preterson	39	Chairman of the Board of Directors	2011	666,667*
John Ayers	42	President and a Director	2011	--**
Justin Billingsley	37	Vice President and a Director	2011	333,333

*Shares issued to Inter123 Corporation which is controlled by Mr. Peterson

**John Ayers has a 50% interest in the shares held by Inter123

Management Structure Flowchart



Securities Authorized, Issued and Outstanding

As of the date of this Memorandum, there are 1,000,000 shares of common stock outstanding.

List of Securities Issuances

Of the 1,000,000 shares outstanding, the company sold 666,667 and 333,333 shares of our common stock to Inter123 and Justin Billingsley (our Vice President and a director), respectively, for services rendered to us valued at $.001 per share on June 8, 2011. John Ayers has a 50% interest in the shares held by Inter123.

Stock Issuance/Transfer Ledger for LoanGo Corporation

Stockholder Name	Place of Residence	Certificates Issued			Transferer/Issuer	Consideration	Date	Transferee	Surrendered		Balance
		Cert. No.	No. of Shares	Date Issued					Cert. No.	No. of Shares	
Inter123 Corp.	C/o LoanGo[redacted]	1	666,667	6/8/2011	LoanGo Corp.	Services					
	Salt Lake City, Utah 85281										
Justin Billingsley	C/o LoanGo[redacted]	2	333,333	6/8/2011	LoanGo Corp.	Services					
	Salt Lake City, Utah 85281										

Document D2

D6

VERIFICATION OF AUTHORIZATION AND ISSUANCE

OF OUTSTANDING CAPITAL STOCK AND OPTIONS

LoanGo has authorized the issuance of the 1,000,000 shares outstanding stock to Inter123 and Justin Billingsley collectively as outlined in other documents co-accompanying this document. There is no other outstanding capital or other stock, nor are there any options on stock at this time.

Document II-E

LOAN AGREEMENTS MADE BY LOANGO

LoanGo currently has two loan agreements. These agreements were made with Jeffrey Peterson and Justin Billingsley; both of whom are members of the board of LoanGo. The loans made were both in the amount of $10,000 made in June, 2011. They will be repaid out of the proceeds of the offering.

Document V-H

EXECUTIVE COMPENSATION

LoanGo has agreed to pay Messrs. Peterson, Ayers and Billingsley annual salaries of $120,000, $100,000 and $100,000, respectively, at such time as our cash flow and profitability are deemed sufficient by our Board of Directors. LoanGo does not carry key man life insurance on any of our executive officers' lives.

VII-E

LOANGO'S INTELLECTUAL AND OTHER INTANGIBLE PROPERTY

LoanGo's intellectual and other intangible property are; the name LoanGo in all forms whether capitalized or lower case; the registered domain name "www.loango.com"; and all content contained within the website at the registered domain.

Document VIII-C

start something

INTRODUCING DAVINCI EMERGING BUSINESS PROGRAM

Emerging Business Program Membership Agreement

Choose your "Home Center":

☐ DAVINCI ALBUQUERQUE - [redacted]
☐ DAVINCI COTTONWOOD [redacted]
☐ DAVINCI SANDY - [redacted]
☒ DAVINCI SUGARHOUSE - [redacted]

1. Client Information

Business Name:	LOANGO CORPORATION	Telephone:	[redacted]
Member's Name:	Jeff Peterson	Cell Phone/Pager:	
Title:	CEO	Fax:	
Address:	[redacted]	E-mail:	jpjp@[redacted]
City:	Phoenix	Type of Business:	
State:	Az Zip: 85014	Referred by:	

2. Emerging Business Plans

☒ **Membership $49.95/month/per member MAIL ONLY ($50.00 one time set up fee) :**

- Professional business address at one or all 3 Wasatch front Davinci Emerging Business Campuses
- Full time "work desk" space (business hours)
- Wireless Internet access (30 meg. Shared)
- Mail & package receipt
- Mail forwarding on request (daily, weekly, or monthly)
- Use of address for business license, business cards, website, etc.
- Local presence & drop off & pick up point for clientele
- 2 Hours/Monthly Access to private day office* (to be used in thirty (30) minute increments)
- Access to Professional Conference Rooms ($20-$45 per hour)
- Complimentary access to cyber cafés, coffee/tea bar, etc.
- Lobby & directory listings available
- Complimentary membership to Utah Technology Council
- Invitation to all Davinci Connect Events

☐ **Add Lobby Listing** ($20.00 one time set up fee*)

*per location ($140 set up fee for Cottonwood)

Initial Term: Month-to-Month	Commencement Date: June 1, 2011	Initial Termination Date: June 30, 2011

Total Fixed Monthly Fee:	$49.95
Prorate (if applicable) 9 Days	($14.98)
One-Time Opening Fee:	$50.00
Total Due at Signing:	$84.97

Card Type:	[redacted]	Name on Card:	JEFFREY PETERSON
Credit Card Number:	[redacted]	Expiration Date:	[redacted]

I (We) hereby authorize Davinci, to initiate debit entries for the above monthly fees as stated and any variable fees incurred to my (our) credit card as indicated above at the depository named above, hereinafter called DEPOSITORY, to debit the same to such account. This authorization is to remain in full force and effect until Davinci has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Davinci and DEPOSITORY a reasonable opportunity to act on it. We are DAVINCI, L.L.C., of 9980 South 300 West, Ste 200, Sandy, UT 84070. This Agreement incorporates our Terms of Business attached to this Agreement which you confirm you have read and understood. We both agree to comply with those terms and our obligations as set out in them. FOR VALUE RECEIVED, the undersigned, jointly and severally, unconditionally guarantee the prompt and faithful execution and performance by Client of all of the obligations of Client set forth Client Service Agreement and any modifications, holdovers, renewals, or extensions of said Agreement.

Name JEFFREY PETERSON (printed)
Date 06/10/2011 (printed)
SIGNED BELOW on your behalf—As Officer for Client & as an individual

Name Natasha Kunzler (printed)
Date (printed)
SIGNED BELOW on our behalf—Davinci

EMERGING BUSINESS – TERMS OF BUSINESS

Emerging Business Program is a service operated by Davinci Emerging Business, LLC. ("Davinci" or "Company") of [redacted]. Th Agreement, which governs the terms and conditions of your use of the Davinci Emerging Business® Service (the "Service" or "Company"), is between you ("you" or "User or "Client"), as a authorized user of such service, and the Company. Client agrees that Davinci's services will be used only as provided in such terms and conditions for legitimate business purposes.

:EMBERSHIP DESCRIPTION. Your Monthly Payment Plan - Professional Access provides ofessional business address at one or all 3 Wasatch Front Davinci Campuses

i. Full time "work desk" space at all three Davinci Salt Lake locations during business hours
ii. Mail and package receipt
iii. Use of address for business purposes
iv. 2 hours/monthly of complementary access to a private day office (subject to availability and billed in 30 minute increments)
v. Access to private conference room at a rate of $20 to $45/hour (subject to availability and billed in 30 minute increments)
vi. Complementary access to cyber café's with wireless and wired internet access
vii. Access to Davinci "Connect" events

Additional plans, goods, or services may be purchased by Buyer from time to time by addendum to this Contract. "Contract" and "Agreement" both refer to this document.

ONTHLY PAYMENT DETAIL.

Monthly Payment Plan - Professional Access	$49.95
Subtotal =	$49.95
Total Monthly Payment:	$49.95

JP Initial

ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS OF USE.
This Service is offered to you conditioned on your acceptance without modification, of the terms, conditions, and notices contained in this Agreement. The Agreement starts on the day notified to the Client and continue for the initial term specified in his Agreement and will then automatically be extended for successive periods equal to the nitial period hereof until brought to an end by User or by Davinci. The standard fee during any extension period shall be equal to the then current standard fee for Users accommodation but in no event lower than the fee paid by User during the expiring period. A 30 day notice is required to terminate services. Notice must be given on or before the first of the month. Services will terminate on the last day of the same month. Notices to terminate the Agreement must be in writing or via email and delivered to an officer or authorized representative of the other party concerned or sent by registered mail to Davinci International, Attn: Accounting, 2825 E. Cottonwood Parkway, Suite 500, Salt Lake City, UT 84121. Upon termination of the Agreement for whatever reason, it is the Client's responsibility to notify all parties of the change of address. Subsequent mail sent to the suites location will be returned to sender if applicable. f User is using the Service on behalf of Users employer, User represents that it is authorized to accept these terms on its employer's behalf. Unless explicitly stated otherwise, the Terms will govern the use of any new features that augment or enhance the current Services, including the release of new Company resources and services. In the case of any violation of these terms, the Company reserves the right to seek all remedies available by law and in equity for such violations.

2. MODIFICATIONS TO THE SERVICE. The Company reserves the right to modify or discontinue all or part of the Service, temporarily or permanently, with or without notice to User, and is not obligated to support or update the Service. User acknowledges/agrees that the Company shall not be liable to User or any third party in event that the Company exercises its right to modify/discontinue all/part of the Service.

3. MODIFICATION OF USER RATES. The Company reserves the right, in its sole discretion, to change User pricing upon forty five (45) days notice. Notices will be served in writing (via email and/or paper memo)

4. CHARGES. By electing to purchase subscription-based services, you warrant that all information you submit is true and accurate (including without limitation your credit card number and expiration date) and you agree to pay all subscription and additional usage fees you incur plus all applicable taxes.

5. SERVICES/MAIL. The United States Postal Service (USPS) requires the following compliance from you (The Client) under the provisions of Rule 66, Federal Register 56993, November 14,2001. You agree to make the address format for your business match the following:

Client Name
XYZ Street Suite 123
City, State Zip

If you do not comply with this regulation, this may, at our sole discretion, be declared an act default. You agree to furnish us with a CMRA Form 1583. Before mail may be receive everyone for whom we handle mail, or who collects mail, must provide us with a Governme issued photo ID, plus one other form of acceptable identification, as specified in Form 1583. termination of this Agreement you agree that all mail thereafter will be marked "Return Sender" and no further mail or deliveries will be accepted. By signing below, you agree to the terms. User may use the address of Davinci and/or it's partners as specified above in th Agreement as his/her/its business address subject to exception in certain locations and not his/her registered office address, and enables calls to a telephone number designated by Davinci be answered in the company name specified by the Client and mail and faxes to be received the Client's behalf if so provided in the description of the virtual office package selected. Us must submit an accurate CMRA form as provided by Davinci and User agrees to abide by CMRA rules and regulations. Calls, faxes and mail will be handled according to instructio specified by the Client, and the Client will be responsible for all resulting forwarding a service charges. Any violation of federal postal regulations may result in termination of the service, fine or even federal punishment. In the case of Davinci & its partners forwarding mail f the client, Davinci will not be responsible for any delay or loss of mail during the forwardin process. Davinci will not accept any items exceeding 10 lbs in weight, 18" in any dimension, cubic foot in volume or if it contains any dangerous, live or perishable goods and shall entitled in its absolute discretion to returned uncollected items or refuse to accept any quanti of items it considers unreasonable or unlawful. Davinci does not guarantee or assur responsibility for any of the services hereunder. The Client warrants that it will not use any the rights granted in this Agreement for any obscene, illegal, immoral or defamatory purpos and will not in any way bring Davinci into disrepute. The Client will not in any way whatsoev use or combine the Davinci name, in whole or in part, for the purpose of trading activitie Davinci will not be liable for any loss sustained as a result of any mechanical breakdown, strik delay or failure of any staff, manager or caretaker to perform their duties. This Agreement interpreted and enforced in accordance with the laws of the state of Utah, USA.

9. DISCLAIMER OF WARRANTIES. USER EXPRESSLY AGREES THAT USE OF THE SITE AND THE SERVICE IS AT USER'S SOLE RISK

10. LIMITATION OF LIABILITY. As a condition of use of the Service, and in considerati of the services provided by the Company, User agrees that neither the Company, nor any officer affiliate, director, shareholder, agent, contractor or employee of the Company will be liable User or any third party for any direct, indirect, incidental, special, punitive, or consequential los of profits, loss of earnings, loss of business opportunities, damages, expenses, or costs resulti directly or indirectly from, or otherwise arising in connection with the Service, Site or Conten including but not limited to any of the following: Reliance, Termination, Infringement, Forc Majeure. The limitations set forth in this section apply to acts, omissions, negligence, an gross negligence of Company and its affiliates, contractors, subcontractors, officers directors, shareholders, managers, employees, and agents, which, but for this provision, woul give rise to course of action in contract, or any other legal doctrine. The company shall not b liable for any direct, indirect, incidental, punitive, special, multiple, or consequential damage resulting from the use or inability to use the company services or for cost of procurement o substitute goods and services or resulting from any products or services purchased o obtained through the site including loss of profits, use, data or intangible property, even if th company has been advised of the possibility of such damages. The entire liability of the compan and your exclusive remedy with respect to the use of the site and service are limited to the lesse of the 1. the amount actually paid by you for the service in three (3) months preceding the dat of your claim or 2. US $500.00. You hereby release the company from any all obligations liabilities and claims in excess of this limitation.

12. LAWFUL USE. User agrees that use of the site is subject to all applicable national, state, and local laws and regulations, and that User is solely responsible for the contents of its communications through the Service.

14. TERMINATION & EFFECT. The Company may terminate or suspend access to the Service or Site with or without cause at any time and effective immediately. Reasons for termination or suspension shall include, but are not limited to, the following: violation of any terms listed in this policy; or failure to pay for Services.. The Company shall not be liable to User or any third party for termination of the Service or Site. Should User object to any provision of the Terms or any subsequent modifications thereto or become dissatisfied with the Service or Site in any way, Users only recourse is to immediately: (a) terminate use of the Service and Site; and (b) notify the Company of termination. Upon termination of access to the Service and Site, Users right to use the Service and Site shall immediately cease. In the event of User default, User agrees to pay all costs, expenses and reasonable attorneys' fees expended by Davinci in enforcing this Agreement or collecting any sums due hereunder both in and out of bankruptcy and before and after judgment.

SIGNED on behalf – CLIENT

Name (printed) JEFFREY PETERSEN Date: 6-15-2011

SIGNED on behalf – DAVINCI

Name (printed) Heather Seals Date: 6.17.11

Document XII

LOANGO'S COMPETITORS

Some of LoanGo's market competitors are cashnetusa.com, thinkcash.com, paydayone.com, and spotya.com.

XVII:A-E

FINRA DISCLOSURE STATEMENT

I, John Ayers certify by my signature below that the following statements are true and accurate:

A. I have no direct or indirect FINRA affiliation, association and/or relation;
B. I have a 50% interest in the shares held by Inter123 Corporation which is controlled by Jeffrey Peterson, the Chairman and Chief Executive Officer of LoanGo.
C. I will receive none of the proceeds of the offering.
D. I have not rendered any consulting services to the Company.
E. My social security number is [redacted]

Signed:

Dated: 8/23/11

XVII:A-E

FINRA DISCLOSURE STATEMENT

I, Justin Billingsley certify by my signature below that the following statements are true and accurate:

A. I have no direct or indirect FINRA affiliation, association and/or relation;
B. On June 8, 2011 I received 333,333 shares of common stock valued at $.001 per share for services rendered. In the capacity of a Director of LoanGo Corporation, I will assist in raising capital during the offering period.
C. I will receive repayment of a $10,000 personal loan made to LoanGo on 6/ 17/ 2011 from the proceeds of this offering.
D. To date, I have rendered consulting services to the Company in my capacity as Vice President and Director of LoanGo Corporation and for those services I have been compensated as disclosed in paragraph B herein.
E. My social security number is [redacted]

Signed: _____

Dated: 8/31/11

XVII:A-E

FINRA DISCLOSURE STATEMENT

I, Jeffrey Peterson certify by my signature below that the following statements are true and accurate:

A. I have no direct or indirect FINRA affiliation, association and/or relation;

B. On June 8, 2011 Inter123, a company controlled by me, received 666,667 shares of common stock valued at $.001 per share for services rendered. John Ayers, the President and a Director of LoanGo has a 50% interest in those shares. I will not be participating in any capacity in the offering.

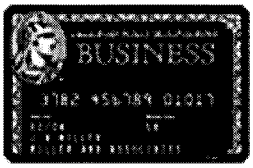
C. I will receive repayment of a $10,000 personal loan made to LoanGo on 6/2011 from the proceeds of this offering.

D. To date, Inter123, a company controlled by me, has rendered consulting services to the Company and for those services it has been compensated as disclosed in paragraph B herein.

E. My social security number is [redacted]

Signed:

Dated: 9-2-2011



The Business Centurion Card

American Express
Business Centurion Travel Service
2421 West Peoria Avenue M/S AZ38-03-01
Phoenix, AZ 85029-4708
1-800-297-3333 (Toll Free)
When Overseas Call Collect 602-537-4000

ADVISORY: You will be subject to the U.S. Transportation Security Administrations Secure Flight requirements to provide your name, date of birth and gender before your airline ticket can be issued. For more information please access www.tsa.gov keywords: Secure Flight.

Generated: May 2, 2011 01:38 PM

Agent ID : S6

Travel Arrangements for: **PETERSON/JEFFREY SCOTT**
AYERS/JOHN KEITH

Record Locator: **KDZSFE** *****Invoice*****

Ticket Information for JOHN KEITH AYERS

					Charges
Airline Name	PHILIPPINE AIR LINES	Ticket Date	5/2/2011	Ticket Base Fare	4,488.00
Ticket Number	8649086540	Invoice	4107874	Ticket Tax Fare	497.10
Check Digit	4	Electronic	Yes	Total (USD) Ticket Amount	4,985.10
				Total charged to American Express	**4,985.10**

Ticket Information for JEFFREY SCOTT PETERSON

					Charges
Airline Name	PHILIPPINE AIR LINES	Ticket Date	5/2/2011	Ticket Base Fare	4,488.00
Ticket Number	8649086539	Invoice	4107874	Ticket Tax Fare	497.10
Check Digit	3	Electronic	Yes	Total (USD) Ticket Amount	4,985.10
				Total charged to American Express	**4,985.10**

Travel Details
Friday May 6, 2011

CITIZENS OF UNITED STATES MUST CARRY A VALID PASSPORT
CITIZENS OF UNITED STATES-PASSPORT MUST BE VALID 6 MONTHS BEYOND PERIOD OF INTENDED STAY.MALARIA PROPHYLAXIS RECOMMENDED

Flight Information

Airline:	PHILIPPINE AIR LINES	Equipment:	Boeing 747-400
Flight:	103	Estimated time:	15 HR 40 MIN
Departure:	10:35 pm Los Angeles, CA	Distance:	7,304 Miles
Arrival:	6:05 am Manila, PHILIPPINES	Meal:	No Meal Service
Departure Terminal:	TOM BRADLEY INTL TERM		
Arriving on:	May 8, 2011 Stop City: Honolulu, HI		
Arrival Terminal:	CENTENNIAL 2		
Seats:	Unassigned		
Class:	Business		

Travel Details
Sunday May 8, 2011

Flight Information

Airline:	PHILIPPINE AIR LINES		Equipment:	Boeing 747-400
Flight:	811		Estimated time:	1 HR 50 MIN
Departure:	9:00 am	Manila, PHILIPPINES	Distance:	597 Miles
Arrival:	10:50 am	Davao, PHILIPPINES	Meal:	No Meal Service
Departure Terminal:	CENTENNIAL 2			
Seats:	Unassigned			
Class:	Business			

Travel Details
Saturday May 14, 2011

Flight Information

Airline:	PHILIPPINE AIR LINES		Equipment:	Boeing 747-400
Flight:	812		Estimated time:	1 HR 50 MIN
Departure:	11:50 am	Davao, PHILIPPINES	Distance:	597 Miles
Arrival:	1:40 pm	Manila, PHILIPPINES	Meal:	No Meal Service
Arrival Terminal:	CENTENNIAL 2			
Seats:	Unassigned			
Class:	Business			

Flight Information

Airline:	PHILIPPINE AIR LINES		Equipment:	Boeing 747-400
Flight:	102		Estimated time:	13 HR 5 MIN
Departure:	10:00 pm	Manila, PHILIPPINES	Distance:	7,304 Miles
Arrival:	8:05 pm	Los Angeles, CA	Meal:	No Meal Service
Departure Terminal:	CENTENNIAL 2			
Arrival Terminal:	TOM BRADLEY INTL TERM			
Seats:	Unassigned			
Class:	Business			

Loyalty Programs

Vendor	Account	Traveler
PHILIPPINE AIR LINES	207004792	AYERS/JOHN KEITH
PHILIPPINE AIR LINES	207004840	PETERSON/JEFFREY SCOTT

Airline Record Locators

Airline Reference	Carrier
B8L7CB	PHILIPPINE AIR LINES

Additional Information

Additional Messages

RECONFIRM YOUR FLIGHTS AND VERIFY BAGGAGE
ALLOWANCE/CHARGES 24 HOURS PRIOR TO DEPARTURE

ANY CHANGE OR CANCELLATION OF THIS TICKET MAY RESULT
IN AN INCREASE IN FARE OR ANY AIRLINE IMPOSED PENALTY
PLEASE RECONFIRM YOUR FLIGHTS WITH THE AIRLINE DIRECTLY
AS SCHEDULES MAY CHANGE
24 HOURS PRIOR TO DEPARTURE FOR DOMESTIC FLIGHTS
72 HOURS PRIOR TO DEPARTURE FOR INTERNATIONAL FLIGHTS
AIRPORT CHECK-IN REQUIREMENTS -

90 MINUTES PRIOR FOR DOMESTIC FLIGHTS
3 HOURS PRIOR FOR INTERNATIONAL FLIGHTS
PLEASE CHECK WITH CARRIER DIRECTLY FOR SPECIFIC
AIRPORT CHECK IN TIMES

Cruise Privileges Program
Receive up to $400 in valuable benefits when you book your next cruise vacation through Business Centurion Travel Service with one of our world-class cruise line partners. Contact Business Centurion Travel Service at 1-800-297-3333 for details. Terms and Conditions may apply and are located at the bottom of this itinerary.

Thank you for choosing American Express Business Centurion Travel Service and have a pleasant trip.

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Cruise Privileges Program valid for new bookings of voyages of five nights/six days or longer made through American Express Travel by 12/31/10 for sailings completed by 12/31/11. May not be combined with group promotions or offers, including American Express Mariner Club, unless otherwise indicated. Blackout dates, category and fare restrictions may apply. U.S. Business Centurion member must travel on itinerary booked. Shipboard credit and provider amenity based on double occupancy. Shipboard credit cannot be used in the casino or for payment of gratuities, is non-transferable, cannot be redeemed for cash or credit and cannot be combined with other shipboard credit offers. Limit one shipboard credit and provider amenity per stateroom. Three-stateroom limit per Card member, per sailing. Payment must be made with an American Express Card in the Business Centurion member's name. To receive Cruise Privileges Program benefits, travel agencies must call American Express Agency Services Desk: 800-428-0250, option #2. Participating program providers and benefits are subject to change without notice.

All services covered by this itinerary are subject to the terms and conditions specified by the suppliers. Customer agrees to the terms and conditions set forth on any brochures or advertisements describing any tour, cruise, accommodations, transportation or other services, and to any and all conditions contained in documents for any such services including, without limitation, all cancellation and change fees. No employee of American Express and its affiliates, subsidiary companies or representatives has authority to vary the terms and conditions.

Liability Statement. American Express Travel Related Services Company, Inc. and its parent, subsidiaries, affiliates and representatives (collectively, "Amex") act as an agent for travel suppliers and you understand and agree that Amex shall not be liable for any loss, injury, expense or damage to persons or property resulting, directly or indirectly, from (1) the acts of omissions of travel suppliers, including but not limited to delays, overbooking's, cancellation of services, cessation of operations, accidents or failures of equipment, or changes in fares, itineraries or schedules; or (2) acts of God, fires, earthquakes, floods, climatic aberrations, acts of governmental authorities, civil unrest, strikes, riots, theft, disease, accidents or failures related to the public internet, telecommunications lines or facilities, or third party technology systems, or any other cause beyond the control of Amex.

Intermediary Disclosure. Amex assists you in finding travel suppliers and making arrangements that meet your individual needs. We consider various factors in identifying travel suppliers to you and recommending specific itineraries. In this role, we are acting as an independent third party and not as a fiduciary. We want you to be aware that certain suppliers pay us commissions as well as incentives for reaching sales targets or other goals, and from time to time may also provide incentives to our travel counselors. Certain suppliers may also provide compensation to us for various marketing and administrative services that we perform for them, such as granting them access to our marketing channels, participating in marketing programs and supporting technology initiatives. In addition, we receive compensation from suppliers when customers use the American Express Card or other American Express products to pay for supplier products and services. From time to time we may enter into other business relationships with suppliers and these arrangements, including levels and types of compensation and incentives we receive, are subject to change. In identifying suppliers and recommending itineraries, we may consider a number of factors, including supplier availability and your preferences. The relationships we have with suppliers may also influence the suppliers we identify and the itineraries we recommend.

CALIFORNIA: This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) if the seller of travel was registered and participating in the TCRF at the time of sale and the passenger is located in California at the time of payment. Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than $50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed $15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a $35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation; P.O. Box 6001; Larkspur, CA 94977-6001; or by visiting TCRC's website at: www.tcrcinfo.org.

WASHINGTON: If transportation or other services are canceled by the seller of travel, all sums paid to the seller of travel for services not performed in accordance with the contract between the seller of travel and the purchaser will be refunded within thirty (30) days of receiving the funds from the vendor with whom the services were arranged, or if the funds were not sent to the vendor, the funds shall be returned within fourteen (14) days after cancellation by the seller of travel to the purchaser unless the purchaser requests the seller of travel to apply the money to another travel product and/or date.

NEVADA:

RECOVERY FUND FOR CONSUMERS DAMAGED BY SELLERS OF TRAVEL

You may be eligible for payment from the Recovery Fund if you have paid money to a seller of travel registered in Nevada for the purchase of travel services or a vacation certificate and you have suffered certain financial damages as a result of the transaction. To obtain information relating to your rights under the Recovery Fund and the filing of a claim for recovery from the Recovery Fund, you may contact the Consumer Affairs Division of the Department of Business and Industry at the following locations:

SOUTHERN NEVADA: 1850 East Sahara Avenue, Suite 101, Las Vegas, Nevada 89104, Phone: 702.486.7355, Fax: 702.486.7371, e-mail: ncad@fyiconsumer.org

NORTHERN NEVADA: 4600 Kietzke Lane, Building B, Suite 113, Reno, Nevada 89502, Phone: 775.688.1800, Fax: 775.688.1803, e-mail: ncad@fyiconsumer.org

Rhode Island Registration Number: ML#1192; Nevada Seller of Travel Registration No.: NV#2001-0126; Iowa: TA# 002 Registered Iowa Travel Agency

H

Bank of America

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

Combined Statement
Page 1 of 12 [redacted]
Statement Period
04-28-11 through 05-26-11
B 18 E I E PI 18 0067731

Platinum Privileges

27333 E01 SCM999 0

JEFFREY S PETERSON
[redacted]

Our Online Banking service allows you to check balances, track account activity and more.
With Online Banking you can also view up to 18 months of this statement online and even turn off delivery of your paper statement.
Enroll at www.bankofamerica.com.

Customer Service Information
www.bankofamerica.com

For additional information or service, you may call:
1.800.432.1000 Wealth Management Banking Support
1.800.288.4408 TDD/TTY Users Only
1.800.688.6086 En Español

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

Your Platinum Privileges Statement Summary

Account Name	Account Number	Statement Date	Balance ($)
Bank Deposit Accounts **			
Interest Checking	[redacted]	05-26	40,805.04
Regular Checking	[redacted]	05-26	8.30
Regular Checking	[redacted]	05-26	2,130.44
Regular Savings	[redacted]	05-26	2,807.28

Total Deposit Account Balance $45,751.06

** Banking products such as checking and savings accounts are offered by Bank of America, N.A., member FDIC. Bank of America credit cards are issued and administered by FIA Card Services, N.A.

EXHIBIT
L-15
ADMITTED

JEFFREY S PETERSON

Deposit Accounts

Tiered Interest Checking 1.800.432.1000 - Customer Service
Interest Checking
Platinum Privileges Relationship Account

JEFFREY S PETERSON

Your Account at a Glance

Account Number		[redacted]
Beginning Balance on 04-28-11	$	75,473.49
Deposits and Other Additions	+	139.75
Checks Posted	-	250.00
ATM and Debit Card Subtractions	-	8,389.39
Service Charges and Other Fees	-	68.81
Other Subtractions	-	26,100.00
Ending Balance on 05-26-11	**$**	**40,805.04**

Annual Percentage Yield Earned this Statement Period: 0.08%
Interest Paid Year to Date: $7.97

Interest Checking Additions

Deposits and Other Additions	Date Posted	Amount($)
CheckCard 0503 Co Bagn Baggage Scottsdale AZ 74493981124206391700147	05-04	54.48
CheckCard 0524 1-800-Flowers.Com,Inc. 800-468-1141 NY 74692161144000092447148	05-24	81.53
Interest Earned	05-26	3.74

Total Deposits and Other Additions $139.75

Interest Checking Subtractions

Check #	Posting Date	Amount($)
125	05-02	250.00

Total Checks Posted $250.00

ATM and Debit Card Subtractions	Date Posted	Amount($)
BkofAmerica ATM 04/28 #000008396 Withdrwl 16Th & Osborn Phoenix AZ	04-28	500.00
BkofAmerica ATM 04/28 #000008395 Withdrwl 16Th & Osborn Phoenix AZ	04-28	500.00
CheckCard 0426 U-Haul 26Th & Ind Phoenix AZ 24445001117200118573390	04-28	208.02
CheckCard 0426 Subway 00135418 Phoenix AZ 24164071117255111621036	04-28	7.09
CheckCard 0428 The Ups Store #0033 Phoenix AZ 24323011118573917010243	04-29	108.24
CheckCard 0427 True Food Kitchen Phoenix AZ 24801651118700044290521	04-29	77.77

JEFFREY S PETERSON

Interest Checking Subtractions

ATM and Debit Card Subtractions - Continued	Date Posted	Amount($)
CheckCard 0427 Floyds 250 Chandler AZ 24559301118400005930019	04-29	31.00
CheckCard 0427 Starbucks Corp00119842 Chandler AZ 24164071118355321222929	04-29	21.25
CheckCard 0427 Rubio's Indian Sch #99 Phoenix AZ 24427331118710006119553	04-29	15.71
CheckCard 0427 Starbucks Corp00058107 Phoenix AZ 24164071118355320327448	04-29	4.81
CheckCard 0430 Off Fifth #0308 Tempe AZ 24445001121000256253936	05-02	360.64
CheckCard 0430 Tommy Hilfiger #045 Tempe AZ 24246511121833045412176	05-02	160.70
Gap Outlet USA 04/30 #000177651 Purchase Gap Outlet USA Tempe AZ	05-02	108.04
CheckCard 0430 Vonage *price+taxes 866-243-4357 NJ 24692161120000203705254	05-02	100.09
Qt 400 04/30 #000576519 Purchase Qt 400 Tempe AZ	05-02	75.87
CheckCard 0430 Nq Fashion Nails And Sp Tempe AZ 24275391121900019900212	05-02	72.00
CheckCard 0429 The Ups Store #0033 Phoenix AZ 24323011119573918010092	05-02	69.11
American Eagle 04/30 #000823322 Purchase American Eagle Tempe AZ	05-02	59.02
CheckCard 0501 Sonic Dj Academy London 74547061122050869484183	05-02	48.10
Park Avenue Cl 05/02 #000321022 Purchase Park Avenue Clean Phoenix AZ	05-02	47.75
CheckCard 0428 U-Haul 26Th & Ind Phoenix AZ 24445001119200111420050	05-02	44.69
CheckCard 0430 Qdoba 456 10104560 Chandler AZ 24164071121717242700140	05-02	20.45
CheckCard 0429 Rubio's Chandler #50 Chandler AZ 24427331120710007008918	05-02	17.52
CheckCard 0429 Amazon Mktplace Pmts Amzn.Com/Billwa 24692161119000023281877	05-02	17.25
CheckCard 0430 J2 *efax Plus Service 323-817-3205 CA 24692161120000203961774 Recurring	05-02	16.95
CheckCard 0429 Schlotzsky's 1007 Tempe AZ 24231681120200088401145	05-02	15.96
CheckCard 0429 Domino's Pizza 7601 Phoenix AZ 24445001119300223424378	05-02	10.96
CheckCard 0501 Quizno's Subs Phoenix AZ 24493981122286656800029	05-02	9.91
CheckCard 0501 Alertra Inc Stillwater OK 24755421121151216182303	05-02	8.75
CheckCard 0428 LA Grande Orange Phoenix AZ 24013391119010680163982	05-02	6.83
CheckCard 0430 Gloria Jean's #AZ4255 Tempe AZ 24231681121207588500341	05-02	4.53
CheckCard 0429 Schlotzsky's 1007 Tempe AZ 24231681120200088401210	05-02	2.18
CheckCard 0502 Ctc*constantcontact.Com 866-2892101 MA 24351781122540039307663	05-03	30.00

JEFFREY S PETERSON

Interest Checking Subtractions

ATM and Debit Card Subtractions - Continued	Date Posted	Amount($)
Qt 400 05/03 #000738017 Purchase Qt 400 Tempe AZ	05-03	16.12
CheckCard 0502 Icontact Corporation 650-6222200 NC 24332391123002889909669	05-03	9.95
CheckCard 0501 Yogurtology II Phoenix AZ 24071051122158178107039	05-03	8.72
CheckCard 0503 Co Bagn Baggage Scottsdale AZ 24493981124206391700126	05-04	544.74
CheckCard 0502 Z Tejas Tempe #108 Tempe AZ 24493981123286599901339	05-04	50.28
Park Avenue Cl 05/04 #000440408 Purchase Park Avenue Clean Phoenix AZ	05-04	16.25
Stanford Ind 05/05 #000192127 Withdrwl Stanford Ind Palo Alto CA	05-05	403.00
CheckCard 0503 Pf Changs #2800 Tempe AZ 24341291124251670010209	05-05	77.33
CheckCard 0504 Phoenix City Grille Phoenix AZ 24071051124158171010303	05-05	60.56
BkofAmerica ATM 05/06 #000005655 Withdrwl Lax-Terminal 1 A Los Angeles CA	05-06	500.00
Arizona Federa 05/06 #000714793 Withdrwl 333 N 44Th Street Phoenix AZ	05-06	403.00
Arizona Federa 05/06 #000816004 Withdrwl 333 N 44Th Street Phoenix AZ	05-06	403.00
CheckCard 0505 Amazon.com Amzn.Com/Billwa 24692161125000293272103	05-06	27.06
CheckCard 0505 Amazon Mktplace Pmts Amzn.Com/Billwa 24692161125000300112367	05-06	7.98
CheckCard 0504 Phxpress Newsstand Phoenix AZ 24425131125138015817990	05-06	4.22
CheckCard 0506 The Ups Store 0033 Phoenix AZ 24692161127000592237003	05-09	52.64
CheckCard 0505 Www.Linkedin.Com 650-6873555 CA 24121571126536162408450	05-09	49.95
CheckCard 0505 Sky Harbor Airport T4 Phoenix AZ 24761971126275125012060	05-09	43.00
CheckCard 0506 California Pizza 055 Phoenix AZ 24323011126545191011733	05-09	32.85
CheckCard 0504 S2 Starbucks P30031538 Phoenix AZ 24164071126531811980693	05-09	11.02
CheckCard 0506 Starbucks Corp00132134 Phoenix AZ 24164071127355333487212	05-09	5.79
CheckCard 0509 Tu *truecredit 800-493-3292 CA 24692161129000182861244	05-10	11.95
CheckCard 0513 Homeowners Insur-Gwy/Fa 800-756-9100 CA 24231681133026984258973	05-16	301.40
0200 05/15 #000428218 Withdrwl Greenbelt4 Makati	05-16	236.55
CheckCard 0514 Ctc*constantcontact.Com 866-2892101 MA 24351781134622128703683 Recurring	05-16	15.00
CheckCard 0516 Hostgator.Com Ps://Signup.Htx 24431051136026989723790	05-17	9.95
CheckCard 0518 Chevron 002070 Scottsdale AZ 68435640460311381568257	05-18	75.56

JEFFREY S PETERSON

Interest Checking Subtractions

ATM and Debit Card Subtractions - Continued	Date Posted	Amount($)
Chase 05/18 #000869293 Withdrwl 2827 N 44Th St Phoenix AZ	05-19	403.00
Chase 05/18 #000768761 Withdrwl 2827 N 44Th St Phoenix AZ	05-19	403.00
CheckCard 0518 Sky Harbor Airport Ee Phoenix AZ 24761971138275137011601	05-19	132.00
Circle K 01621 05/19 #000772044 Purchase Circle K 01621 Tempe AZ	05-19	6.60
Safeway Store 05/20 #000438979 Purchase Safeway Store 2 Phoenix AZ	05-20	115.79
Qt 400 05/19 #000623064 Purchase Qt 400 Tempe AZ	05-20	72.23
CheckCard 0519 Starbucks Corp00028373 Tempe AZ 24164071139355922198929	05-20	6.01
Safeway Store 05/20 #000455625 Purchase Safeway Store 2 Phoenix AZ	05-20	2.68
Sports Authori 05/23 #000342989 Purchase Sports Authori Phoenix AZ	05-23	163.87
Walgreens 4134 05/21 #000456479 Purchase Walgreens 4134 N Phoenix AZ	05-23	89.12
CheckCard 0521 1-800-Flowers.Com,Inc. 800-468-1141 NY 24692161141000494739611	05-23	81.53
CheckCard 0520 Qdoba 456 10104560 Chandler AZ 24164071141717243768415	05-23	21.89
CheckCard 0520 Nfi*www.Netflix.Com/Cc Netflix.Com CA 24692161140000369876812 Recurring	05-23	10.88
CheckCard 0520 Apl*itunes 866-712-7753 CA 24692161140000367622002	05-23	1.07
CheckCard 0524 Amazon Mktplace Pmts Amzn.Com/Billwa 24692161144000056243488	05-24	43.98
CheckCard 0524 Amazon Mktplace Pmts Amzn.Com/Billwa 24692161144000048960298	05-24	23.98
CheckCard 0524 Amazon Mktplace Pmts Amzn.Com/Billwa 24692161144000075405829	05-24	19.32
CheckCard 0523 Hostgator.Com Ps://Signup.Htx 24431051143026003107708	05-24	9.95
CheckCard 0522 Subway 12354 Q16 Tempe AZ 24055231143207588700413	05-24	6.89
CheckCard 0523 Baja Fresh 81 00000950 Tempe AZ 24164071144074290108799	05-25	25.74
CheckCard 0524 Smashburger #1067 Phoenix AZ 24224431145103026328430	05-25	11.44
Staples, Inc. 05/26 #000996455 Purchase Staples, Inc. Phoenix AZ	05-26	285.50
CheckCard 0526 Amazon Mktplace Pmts Amzn.Com/Billwa 24692161146000464874815	05-26	134.85
CheckCard 0526 Amazon.com Amzn.Com/Billwa 24692161146000469977860	05-26	106.62
CheckCard 0525 Hostgator.Com Ps://Signup.Htx 24431051145026006658481	05-26	24.95
CheckCard 0525 Chartbeat 6468398575 NY 24492151145849905884039	05-26	9.95
CheckCard 0525 Quizno's Subs Phoenix AZ 24493981146286656500126	05-26	9.38

JEFFREY S PETERSON

Interest Checking Subtractions

ATM and Debit Card Subtractions - Continued	Date Posted	Amount($)
CheckCard 0525 Starbucks Corp00054809 Phoenix AZ 24164071145355923328717	05-26	5.32
Frys Food & Dr 05/26 #000742686 Purchase Frys Food & Drug Phoenix AZ	05-26	2.79

Total ATM and Debit Card Subtractions $8,389.39

Service Charges and Other Fees	Date Posted	Amount($)
Wire Transfer Fee	04-28	25.00
CheckCard 0501 Sonic Dj Academy London 74547061122050869484183 International Transaction Fee	05-02	1.44
Stanford Ind 05/05 #000192127 Withdrwl Stanford Ind Palo Alto CA Fee	05-05	2.00
Arizona Federa 05/06 #000714793 Withdrwl 333 N 44Th Street Phoenix AZ Fee	05-06	2.00
Arizona Federa 05/06 #000816004 Withdrwl 333 N 44Th Street Phoenix AZ Fee	05-06	2.00
0200 05/15 #000428218 Withdrwl Greenbelt4 Makati Fee	05-16	5.00
0200 05/15 #000428218 Withdrwl Greenbelt4 Makati International Transaction Fee	05-16	2.37
Chase 05/18 #000869293 Withdrwl 2827 N 44Th St Phoenix AZ Fee	05-19	2.00
Chase 05/18 #000768761 Withdrwl 2827 N 44Th St Phoenix AZ Fee	05-19	2.00
Wire Transfer Fee	05-25	25.00

Total Service Charges and Other Fees $68.81

Other Subtractions	Date Posted	Amount($)
Wire Type:Wire Out Date:110428 Time:0551 Et Trn:2011042800000612 Service Ref:002225 Bnf:Jennifer Holland ID:6019970166 Bnf Bk:Wells Fa Rgo Bank, N.A. ID:121000248 Pmt Det:60221948	04-28	600.00
Online Banking transfer to Chk 8863 Conf# 1512415147; Moreno, Jeffrey	04-29	1,500.00
Counter Debit	05-06	1,000.00
Online Banking payment to Crd 6177 Confirmation# 6173719869	05-06	3,000.00
Online Banking transfer to Chk 3417 Confirmation# 5073731897	05-09	5,000.00
Online Banking payment to Crd 6177 Confirmation# 2851972528	05-16	5,000.00
Wire Type:Wire Out Date:110525 Time:1524 Et Trn:2011052500254031 Service Ref:009346 Bnf:Gary Agron ID:4120015632 Bnf Bk:Vectra Bk Colo Rado Natl ID:102003154 Pmt Det:61420954	05-25	10,000.00

Total Other Subtractions $26,100.00

JEFFREY S PETERSON

Daily Balance Summary

Date	Balance($)	Date	Balance($)	Date	Balance($)
Beginning	75,473.49	05-06	63,832.13	05-20	51,833.79
04-28	73,633.38	05-09	58,636.88	05-23	51,465.43
04-29	71,874.60	05-10	58,624.93	05-24	51,442.84
05-02	70,345.86	05-16	53,064.61	05-25	41,380.66
05-03	70,281.07	05-17	53,054.66	05-26	40,805.04
05-04	69,724.28	05-18	52,979.10		
05-05	69,181.39	05-19	52,030.50		

Regular Checking
Platinum Privileges Relationship Account

JEFFREY S PETERSON

Your Account at a Glance

Account Number	[redacted]	
Beginning Balance on 04-28-11	$	20.30
Service Charges and Other Fees	-	12.00
Ending Balance on 05-26-11	**$**	**8.30**

Regular Checking Subtractions

Service Charges and Other Fees	Date Posted	Amount($)
Monthly Maintenance Fee	05-26	12.00

Total Service Charges and Other Fees $12.00

Daily Balance Summary

Date	Balance($)	Date	Balance($)
Beginning	20.30	05-26	8.30

JEFFREY S PETERSON

Regular Checking
Platinum Privileges Relationship Account

JEFFREY S PETERSON 2ND BILL PAY ACCT

Your Account at a Glance

Account Number		[redacted]
Beginning Balance on 04-28-11	$	5,082.20
Deposits and Other Additions	+	5,000.00
Checks Posted	-	370.00
Other Subtractions	-	7,581.76
Ending Balance on 05-26-11	**$**	**2,130.44**

Help avoid occasional Overdraft & NSF: Returned Item fees. Set up Alerts to get messages by email or text when your balance is low. Use Overdraft Protection to transfer available funds from linked savings, credit card, or credit line to your checking account to help cover items that would overdraw your account. Call us for details.

Regular Checking Additions

Deposits and Other Additions	Date Posted	Amount($)
Online Banking transfer from Chk 3307 Confirmation# 5073731897	05-09	5,000.00

Total Deposits and Other Additions $5,000.00

Regular Checking Subtractions

Check #	Posting Date	Amount($)
9000	05-02	370.00

Total Checks Posted $370.00

Other Subtractions	Date Posted	Amount($)
Qwest 8004238994 Des:Auto Pay ID:15202876011828 Indn:Jeffrey S Peterson Co ID:Atpphx6005 Ppd	04-28	133.85
Allstate Self Storage Bill Payment	04-29	153.90
Southwest Gas Corporation Bill Payment	05-02	34.71
L A Fitness Des:9492558100 ID:4397207 Indn:I76225511 Co ID:1330774939 Ppd	05-02	24.99
Paytrust Bill Ce Des:P7201818 ID: 2340779 Indn:Peterson Jeffrey Co ID:Mxxxxxxxxx Ppd	05-03	9.95
Anthony Bullard Bill Payment	05-04	2,000.00
Bcbs Of Arizona Des:Bc-Bs Prem ID:Xxxxxxxxx Indn:* * Co ID:1860004538 Ppd	05-04	608.00
Qwest Communications Bill Payment	05-04	146.59
Discover Des:E-Payment ID:6102 Indn:Peterson Jeffrey Co ID:2510020270 Web	05-05	250.00
T-Mobile Des:Pcs Svc ID:5070281 Indn:Jeffrey Peterson Co ID:0000450304 Web	05-06	155.62

JEFFREY S PETERSON

Regular Checking Subtractions

Other Subtractions - Continued	Date Posted	Amount($)
Wells Fargo Card Des:Ccpymt ID:90497090020639 Indn:Peterson Jeffrey Co ID:2411650794 Web	05-09	882.00
Cox Comm Phx Des:Bank Draft ID:436011929608001 Indn:Jeffrey Peterson Co ID:1860198371 Ppd	05-10	0.93
Bank Of America Credit Card Bill Payment	05-12	295.00
American Express Bill Payment	05-13	306.79
Discover Card Bill Payment	05-13	240.00
Esurance Des:Insurance ID:3507340 Indn:Jeffrey S *peterson Co ID:0000973172 Web	05-19	215.50
Wachovia Des:Webmortpmt ID:0043490044 Indn:Jeffrey Peterson Co ID:OlblnslTM0 Web	05-25	1,363.91
mbfs.com Des:Web Pay ID:0007002750921 Indn:Peterson, Jeffrey Co ID:3208653034 Web	05-25	760.02

Total Other Subtractions $7,581.76

Total Overdraft Fees and NSF: Returned Item Fees

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	$0.00	$35.00
Total NSF: Returned Item Fees	$0.00	$0.00

Daily Balance Summary

Date	Balance($)	Date	Balance($)	Date	Balance($)
Beginning	5,082.20	05-04	1,600.21	05-12	5,016.66
04-28	4,948.35	05-05	1,350.21	05-13	4,469.87
04-29	4,794.45	05-06	1,194.59	05-19	4,254.37
05-02	4,364.75	05-09	5,312.59	05-25	2,130.44
05-03	4,354.80	05-10	5,311.66		

JEFFREY S PETERSON

Regular Savings
Platinum Privileges Relationship Account

JEFFREY S PETERSON

Your Account at a Glance

Account Number		[redacted]
Beginning Balance on 04-28-11	$	2,807.17
Deposits and Other Additions	+	0.11
Ending Balance on 05-26-11	**$**	**2,807.28**

Annual Percentage Yield Earned this Statement Period: 0.05%
Interest Paid Year to Date: $0.25

For a Regular Savings account, you can make 3 withdrawals/transfers each monthly statement cycle with no excess withdrawal fee. If you do not maintain the required balance in your account, each additional withdrawal/transfer is subject to an excess withdrawal fee. The balance requirement and the amount of the excess withdrawal fee are not changing. Beginning with statement cycles on or after June 8, 2011, each Online Banking bill payment and online transfer counts towards these withdrawal/transfer limits. 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.

Regular Savings Additions

Deposits and Other Additions	Date Posted	Amount($)
Interest Earned	05-26	0.11

Total Deposits and Other Additions $0.11

Daily Balance Summary

Date	Balance($)	Date	Balance($)
Beginning	2,807.17	05-26	2,807.28

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.

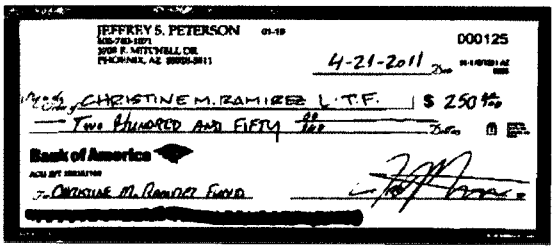
Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in 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

Check Image

Account Number: [redacted]


JEFFREY S. PETERSON
000125
4-21-2011
Pay to the Order of CHRISTINE M. RAMIREZ L.T.F. $ 250
Two Hundred and Fifty
Bank of America
For CHRISTINE M. RAMIREZ FUND
[redacted]

Ref. No.: 813006592532530 Amount: 250.00

END OF CHECK IMAGE

Print Close

Re: Disclosure statement

From: **Jeffrey Peterson** (jpjp@[redacted])
Sent: Tue 8/16/11 11:42 PM
To: Elijah Rosov (elijah@[redacted]

answers below.

From: "Elijah Rosov" <elijah@[redacted]
To: "John Ayers" <jayers@[redacted], "Justin Billingsley" <justin@[redacted] "Jeffrey Peterson" <jpjp@[redacted]>
Sent: Tuesday, August 16, 2011 5:34:18 PM
Subject: Disclosure statement

As part of the due diligence form LoanGo must submit to Gilford a statement from each of you regarding the following: If you could please answer these questions I will draft the documents.

Do you have any affiliation, association or relation to FINRA, whether direct or indirect?

NO

Will you participate in any capacity in the offering and if so, what capacity will that be?

NO

Will you receive any proceeds of this offering?

YES, REPAYMENT OF $10,000 PERSONAL LOAN MADE TO LOANGO ON 6/2011

Have you rendered any consulting services to LoanGo? Please include dates and any consideration received

JUNE 8, 2011, 666,667 SHARES OF COMMON STOCK RECEIVED BY INTER123 CORP., FOR SERVICES RENDERED VALUED AT $.001 PER SHARE.

EXHIBIT
L-17
ADMITTED

Print Close

RE: LOANGO PPM (Cover Edit)

From: **Jeffrey Peterson** (jpjp@[redacted]
Sent: Tue 10/11/11 12:00 PM
To: noah.agron@[redacted]; elijah.rosov@[redacted]
Cc: gaa@[redacted] jbp@[redacted] darilie.vega@[redacted]

Looks good. I approve.

Jeffrey Peterson (as) CEO, LoanGo Corp.

Subject: LOANGO PPM (Cover Edit)
Date: Tue, 11 Oct 2011 14:44:48 -0400
From: Noah.Agron@[redacted]
To: jpjp@[redacted] elijah.rosov@[redacted]
CC: gaa@[redacted] jbp@[redacted] Darilie.Vega@[redacted]

Jeff/Elijah,

Please review the edited PPM cover (attached). This is the document I would like to distribute to a few contacts this week.

Regards,

Noah S. Agron | Corporate Finance

Gilford Securities Incorporated
777 3rd Ave, 17th Floor, New York, NY 10017
T: [redacted]
noah.agron@[redacted]

EXHIBIT
L-21
ADMITTED

STATE OF ARIZONA

Corporation Commission

CERTIFICATION

I, Mark Dinell, certify that I am the Assistant Director of the Arizona Corporation Commission's Securities Division and that I have legal custody of the records of the Securities Division. I certify that I have directed a diligent search of the Securities Division records and the records reflect that during the period of **September 1, 2011** to **April 30, 2012**, **LoanGo Corporation** has not filed with the Arizona Corporation Commission a notice pursuant to A.R.S. § 44-1850 of the Securities Act of Arizona or Article 12 of the Arizona Investment Management Act (A.R.S. § 44-3321 *et seq.*); has not registered securities with the Arizona Corporation Commission by description pursuant to Article 6 of the Securities Act of Arizona (A.R.S. § 44-1871 *et seq.*) or by qualification pursuant to Article 7 of the Securities Act of Arizona (A.R.S. § 44-1891 *et seq.*); has not registered with the Arizona Corporation Commission as a dealer pursuant to Article 9 of the Securities Act of Arizona (A.R.S. § 44-1941 *et seq.*); and has not made a notice filing or licensed with the Arizona Corporation Commission as an investment adviser pursuant to Article 4 of the Arizona Investment Management Act (A.R.S. § 44-3151 *et seq.*)

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX, THIS **8th DAY OF February, 2016.**

BY _____

Mark Dinell
Assistant Director
Securities Division

EXHIBIT
S-1a
ADMITTED

STATE OF ARIZONA

Corporation Commission

CERTIFICATION

I, Mark Dinell, certify that I am the Assistant Director of the Arizona Corporation Commission's Securities Division and that I have legal custody of the records of the Securities Division. I certify that I have directed a diligent search of the Securities Division records and the records reflect that during the period of **September 1, 2011** to **April 30, 2012, Justin C. Billingsley** has not registered with the Arizona Corporation Commission as a securities salesman or dealer pursuant to Article 9 of the Securities Act of Arizona (A.R.S. § 44-1941 *et seq.*); and has not made a notice filing or licensed with the Arizona Corporation Commission as an investment adviser or investment adviser representative pursuant to Article 4 of the Arizona Investment Management Act (A.R.S. § 44-3151 *et seq.*)

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX, THIS **8th DAY OF February, 2016.**

BY _____
Mark Dinell
Assistant Director
Securities Division

EXHIBIT
S-16
ADMITTED

STATE OF ARIZONA

Corporation Commission

CERTIFICATION

I, Mark Dinell, certify that I am the Assistant Director of the Arizona Corporation Commission's Securities Division and that I have legal custody of the records of the Securities Division. I certify that I have directed a diligent search of the Securities Division records and the records reflect that during the period of **September 1, 2011** to **April 30, 2012, Jeffrey Scott Peterson** has not registered with the Arizona Corporation Commission as a securities salesman or dealer pursuant to Article 9 of the Securities Act of Arizona (A.R.S. § 44-1941 *et seq.*); and has not made a notice filing or licensed with the Arizona Corporation Commission as an investment adviser or investment adviser representative pursuant to Article 4 of the Arizona Investment Management Act (A.R.S. § 44-3151 *et seq.*)

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX, THIS **8th DAY OF February, 2016.**

BY _____
Mark Dinell
Assistant Director
Securities Division

EXHIBIT
S-1e
ADMITTED

ARIZONA INSURANCE LICENSE RECORD

as of
February 4, 2016

BILLINGSLEY, JUSTIN C

Current Status: EXPIRED Feb 28, 2015
AZ License #: 152763
Residency: Resident
Business Address: [redacted]
City, State, ZIP: [redacted] AZ [redacted]
Business Phone: [redacted]

Authority	First Issued	Renewal Effective	Expires
LIFE PRODUCER	May 13, 2003	Mar 31, 2011	Feb 28, 2015

APPOINTMENT DATA IS NOT COLLECTED, TRACKED OR MAINTAINED IN ARIZONA.

Arizona Department of Insurance
2910 N 44th Street, Suite 210, Phoenix, AZ 85018-7269
www.azinsurance.gov | (602) 364-4457

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ACC003328
FILE #8480

LOANGO

Confidential
Private Placement Memorandum
LOANGO CORPORATION

October 2011

Up to
$3,000,000 of Unsecured Promissory Notes

Placement Agent

Gilford Securities Incorporated
777 3rd Avenue, 17th Floor
New York, NY 10017

GILFORD SECURITIES
INCORPORATED

EXHIBIT
S-3
ADMITTED

ACC000999
File #8480

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

LOANGO CORPORATION

Up to $3,000,000 of Unsecured Promissory Notes

LoanGo Corporation (the "Company", "LoanGo", "us" or "we") is offering (the "Offering") up to $3,000,000 of unsecured promissory notes ("Notes") including $1,000,000 of Notes which may be issued to cover overallotments. Investors may elect to purchase one-year promissory notes bearing interest at 18% per annum or two-year promissory notes bearing interest at 24% per annum. Interest will be paid monthly. The Offering is being conducted on a no-minimum "best efforts" basis to accredited investors only. The proceeds of the Offering will be deposited into our bank account and will be available immediately to us upon our acceptance of the Subscription Agreements. No investor funds will be placed in an escrow account. The Notes are being offered until February 1, 2012, unless such date is extended by us for up to 90 days (the "Offering Period"). See "Terms of the Offering."

THESE ARE SPECULATIVE SECURITIES AND INVOLVE A HIGH DEGREE OF RISK. SEE "RISK FACTORS" FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE CONSIDERED PRIOR TO PURCHASING THE SECURITIES OFFERED BY THIS MEMORANDUM.

THE SECURITIES OFFERED BY THIS MEMORANDUM HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND ARE OFFERED FOR SALE IN RELIANCE UPON EXEMPTIONS PROVIDED BY SECTION 4(2) OF THE SECURITIES ACT AND THE SECURITIES LAWS OF CERTAIN STATES RELATING TO TRANSACTIONS NOT INVOLVING A PUBLIC OFFERING. BECAUSE THE SECURITIES OFFERED BY THIS MEMORANDUM ARE NOT REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE, PURCHASERS MAY NOT SELL, TRANSFER OR DISPOSE OF SUCH SECURITIES UNLESS THEY ARE REGISTERED, OR REGISTRATION IS NOT REQUIRED, UNDER THE SECURITIES ACT AND APPLICABLE STATE LAWS.

THE NOTES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. THESE AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE NOTES ARE BEING OFFERED ONLY TO PERSONS WHOM THE COMPANY BELIEVES HAVE THE QUALIFICATIONS NECESSARY TO PERMIT THE NOTES TO BE OFFERED AND SOLD IN RELIANCE UPON EXEMPTIONS PROVIDED BY THE SECURITIES ACT, STATE SECURITIES LAWS AND RULES AND REGULATIONS THEREUNDER.

	Offering Price to Investors[1]	Commissions[2]	Net Proceeds to Company[3]
Assuming all Notes Sold	$3,000,000	$300,000	$2,700,000

(Footnotes on following page)

(1) Investors must purchase a minimum of $25,000 face amount of Notes, unless we permit the purchase of lower face amounts.

(2) The Company has engaged Gilford Securities, Incorporated, a licensed member of the Financial Industry Regulatory Authority ("FINRA"), as its exclusive placement agent ("Placement Agent") on a best efforts basis. The Company will indemnify the Placement Agent against certain civil liabilities, including liabilities under the Securities Act and will pay the Placement Agent a cash fee equal to 10% of the aggregate gross Note Offering proceeds raised by the Placement Agent (the "Placement Agent Fee"). The Offering may also be conducted by executive officers of the Company who will not receive any remuneration in connection therewith. There can be no assurance that any Notes will be sold in the Offering. See "Terms of the Offering."

(3) Does not include other Offering expenses estimated at $35,000.

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Exhibit A – Subscription Documents and Instructions
Exhibit B – Forms of One and Two-Year Notes
Exhibit C—Company Financial Information

ACC001002
File #8480

IMPORTANT INVESTOR NOTICES

NO OFFERING LITERATURE OR ADVERTISEMENT IN ANY FORM MAY BE RELIED UPON IN THE OFFERING OF THESE SECURITIES, EXCEPT FOR THIS MEMORANDUM AND NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS, EXCEPT THOSE CONTAINED HEREIN.

THIS MEMORANDUM IS CONFIDENTIAL AND THE CONTENTS HEREOF MAY NOT BE REPRODUCED, DISTRIBUTED OR DIVULGED BY OR TO ANY PERSONS OTHER THAN THE RECIPIENT OR HIS REPRESENTATIVE, ACCOUNTANT OR LEGAL COUNSEL, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY. EACH PERSON WHO ACCEPTS DELIVERY OF THIS MEMORANDUM ACKNOWLEDGES AND AGREES TO THE FOREGOING RESTRICTIONS.

THIS MEMORANDUM CONTAINS A SUMMARY OF CERTAIN PROVISIONS OF VARIOUS DOCUMENTS RELATING TO THE OPERATIONS OF THE COMPANY. SUCH SUMMARIES DO NOT PURPORT TO BE COMPLETE AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE TEXTS OF THE ORIGINAL DOCUMENTS.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION OF AN OFFER IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED. EACH PERSON WHO RECEIVES THIS MEMORANDUM, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREES TO RETURN IT AND ALL RELATED DOCUMENTS IF SUCH PERSON DOES NOT PURCHASE ANY OF THE SECURITIES DESCRIBED HEREIN.

NEITHER THE DELIVERY OF THIS MEMORANDUM AT ANY TIME, NOR ANY SALE OF SECURITIES HEREUNDER, SHALL IMPLY THAT INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE. THE COMPANY HEREBY EXTENDS TO EACH PROSPECTIVE INVESTOR (AND TO HIS REPRESENTATIVE, ACCOUNTANT OR LEGAL COUNSEL, IF ANY), THE OPPORTUNITY, PRIOR TO THE CONSUMMATION OF THE PURCHASE OF THE SECURITIES BY SUCH INVESTOR, TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, THE COMPANY BY ITS DULY DESIGNATED REPRESENTATIVES CONCERNING THIS OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION TO THE EXTENT THE COMPANY POSSESSES THE SAME OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE, IN ORDER TO VERIFY THE ACCURACY OF THE INFORMATION SET FORTH HEREIN. HOWEVER, ALL SUCH ADDITIONAL INFORMATION MUST BE IN WRITING AND IDENTIFIED AS SUCH BY THE COMPANY.

NO REPRESENTATIONS, WARRANTIES OR ASSURANCES OF ANY KIND ARE MADE OR SHOULD BE INFERRED WITH RESPECT TO THE ECONOMIC RETURN, IF ANY, WHICH MAY ACCRUE TO AN INVESTOR OR THE COMPANY.

INTERNAL REVENUE SERVICE ("IRS") CIRCULAR 230 DISCLOSURE: TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE IRS, THE IRS REQUIRES THAT WE INFORM YOU THAT ANY TAX ADVICE CONTAINED IN THIS DOCUMENT (INCLUDING ANY APPENDICES) WAS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES UNDER THE INTERNAL REVENUE CODE OR PROMOTING, MARKETING OR RECOMMENDING TO ANOTHER PARTY ANY TRANSACTION OR MATTER ADDRESSED HEREIN.

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File #8480

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain of the statements contained in this Memorandum discuss future expectations, contain projections of results of operations or financial condition or state other "forward-looking" information. The words "believe," "expect," "anticipate," "intend," "estimate," "may," "should," "could," "will," "plan," "future," "continue," and other expressions that are predictions of or indicate future events and trends and that do not relate to historical matters identify forward-looking statements. These forward-looking statements are based largely on the expectations or forecasts of future events, can be affected by inaccurate assumptions, and are subject to various business risks and known and unknown uncertainties, a number of which are beyond the control of management. Therefore, the actual results could differ materially from the forward-looking statements contained in this Memorandum.

Important factors that may cause the actual results to differ from the forward-looking statements, projections or other expectations include those set forth under "Risk Factors" and "Business" in the Memorandum.

We do not intend to update forward-looking information to reflect actual results or changes in assumptions or other factors that could affect statements made in this Memorandum.

ACC001004
File #8480

OVERVIEW

The following summary is qualified in its entirety by the more detailed information appearing elsewhere in this Memorandum. Except for the historical information contained herein, the matters set forth in this Memorandum include forward-looking statements, which are subject to risks and uncertainties that may cause actual results to differ materially. These risks and uncertainties are detailed throughout the Memorandum including the "Risk Factors" section. The forward-looking statements included in the Memorandum speak only as of the date of this Memorandum. This summary only highlights selected information from this Private Placement Memorandum and does not contain all of the information that is important to you. You should carefully read the entire Memorandum, and attached exhibits before you decide whether to invest.

Introduction

We were organized to make short-term loans, also known as payday advances, typically for a term of thirty days or less. A payday loan is a small, single-payment loan that is repayable on the borrower's next payday. The customer completes an application for the loan and, if approved, the loan proceeds are sent to the customer. Generally, payday loans are between $100 and $500 and have a term to maturity of about 14 days. Fees range between $15 and $25 dollars per $100 borrowed. Because of the small loan amount and short term to maturity, annual percentage rates for payday loans are commonly between 390 and 650 percent.

We intend to operate as an online payday lender at such time as we are licensed to make payday loans. We have initially applied for a payday loan license in Utah and expect to be granted such license during the fourth quarter of this year but there can be no guarantees as to when, if at all, the license will be granted. All references to our operations as a payday lender are subject to our obtaining our payday loan license. There can be no assurance the license will be granted. Applications, qualification and underwriting, as well as the distribution and receipt of funds from customers will be facilitated over the Internet. In addition to the Internet components of the business, we will employ call centers in our underwriting and collections process, but our business does not require that the customer be located in the same geography as the lender. Customers may feel less comfortable borrowing from a lender they cannot see. However, it is our experience that payday lending has some stigma associated with it and that the online format offers the competitive advantage of increased privacy for customers when compared with its brick and mortar counterparts.

Start-Up Enterprise

We were founded in June 2011 and have not commenced advancing payday loans and will be unable to do so until we have secured a payday loan license in Utah. The description of our payday loan operations in this Memorandum, when expressed in the present tense, assumes that our license has been granted and that we have raised sufficient funds to advance payday loans.

Corporate Information

We were incorporated in Utah in June 2011. Our website address is www.loango.com. Information on our website is not a part of this Memorandum. Our corporate address is: 2150 S. 1300 East, Suite 500, Salt Lake City, Utah 84106; Tel: (385) 232-3022. We also have an office at 1615 South 52nd Street, Tempe, Arizona 85281.

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SUMMARY OF THE OFFERING

Securities Offered	We are offering up to $3,000,000 of one-year and two-year Notes. The Offering is being made only to "accredited investors," as defined in Regulation D under the Securities Act of 1933, as amended.
Minimum Investment	$25,000 per investor. We may reduce the minimum investment in our sole discretion.
Offering Period	Until February 1, 2012, unless extended by us for up to 90 days.
Securities of the Company Outstanding	1,000,000 shares of $.001 par value common stock
Use of Proceeds	$100,000 of the net proceeds of this Offering will be used for working capital, and the balance will be applied to fund payday loans. See "Use of Proceeds."
Restriction on Shares	The Notes have not been registered for sale with the Securities and Exchange Commission and are restricted from resale.
The Notes	The Notes are unsecured, bear simple (non-compounded) interest of 18% or 24% per annum for one-year and two-year Notes, respectively, and have no conversion rights or voting rights. Interest on the Notes will be paid monthly commencing 60 days from the date an investor purchases a Note.
Risk Factors	This Offering involves a high degree of risk and the Notes should only be purchased by those capable of losing their entire investment. See "Risk Factors."
The Placement Agent	The Company has engaged the Placement Agent as its exclusive placement agent on a best efforts basis.

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RISK FACTORS

An investment in the Notes is speculative and involves a high degree of risk. You should carefully consider the risks described below and the other information in this Memorandum before purchasing any shares of our common stock. The risks and uncertainties described below are not the only ones facing us. Additional risks and uncertainties may also adversely affect our business operations. If any of the events described in the risk factors below actually occurs, our business, financial condition or results of operations could suffer significantly. In such case, our ability to repay Notes will be adversely affected.

Risks Related to the Company

We are an early stage company and are subject to all the risks of a start up business, which reduces the likelihood of our success.

We are an early stage company and have generated no revenue from operations. We are subject to all of the risks inherent in a start up business. The likelihood of our success must be considered in light of the problems, expenses, complications, and delays frequently encountered in connection with an early stage business.

We may require additional funding, the absence of which may limit our operations.

We will require additional funds to continue funding payday loans. No assurance can be given that additional financing will be available or that, if available, it will be available on terms favorable to us. If adequate funds are not available to satisfy working capital requirements, we may be required to limit our payday loans.

We cannot commence operations unless and until we are licensed to advance payday loans.

We have applied for a payday loan license in Utah and will be unable to advance payday loans until the license is approved, of which there can be no assurance.

We have had no revenue, have incurred operating losses and have a negligible net worth.

We have had no revenue and have been operating at a loss due to start up and marketing costs associated with developing our payday loan products. We will incur additional operating losses in the future as we continue to execute our business plan. We have a negligible net worth.

We depend upon key personnel and additional staff, the loss of which would adversely affect our operations.

We are dependent upon our management, including Messrs. Peterson, Ayers and Billingsley. The loss of services of any of these executive officers or any other key employee could have a material adverse effect on us. Our success will also depend on our ability to attract and retain additional qualified personnel who will be necessary to provide marketing and operational support. We do not have key man life insurance on any of our executive officers.

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Risks Related to Payday Loans

Short-term consumer loan products have come under increased regulation and scrutiny. If changes in regulations affecting our short-term loan business creates increased restrictions or has the effect of prohibiting loans in states where we offer these products, such regulations could materially impair or reduce our short-term loan business and limit our expansion into new markets.

Our products and services are subject to extensive regulation and supervision under various federal, state and local laws, ordinances and regulations in the United States. We face the risk that restrictions or limitations on loan products, loan amounts, loan yields and customer acceptance of loan products resulting from the enactment, change or interpretation of laws and regulations in the United States could have a negative effect on our business activities. Short-term consumer loans, including payday advances, have come under increased scrutiny and increasingly restrictive regulation in recent years. For example, federal legislation to cap interest rates at a 36% APR for all of our consumer credit products has been repeatedly introduced in the U.S. Congress. Other enacted or recently proposed regulatory activity may limit the number of loans that customers may receive or have outstanding and regulations adopted by some states require that all borrowers of certain loan products be listed on a database, limit the yield on short-term loans and limit the number of such loans borrowers may have outstanding. Certain consumer advocacy groups and federal and state legislators have also asserted that laws and regulations should be tightened so as to severely limit, if not eliminate, the availability of the short-term loan and credit services products to consumers, despite the significant demand for such products. Adoption of such federal, state and local regulation or legislation in the United States could restrict, or even eliminate, the availability of specialty consumer finance products at some or all of our locations, which would adversely affect our operations and financial condition.

Increases in lead acquisition and/or advertising costs could disrupt our operations or result in a loss of revenue.

We rely upon third party vendors for sourcing customer leads. Increased demand for leads from competitors in the online payday loan industry has the potential to drive up our lead costs to the point that they are unaffordable. Lead generation vendors may raise their prices or change the terms of our purchase increasing our costs. In addition, significant change in the online advertising costs could upset our financial model. Increases in lead generation and advertising costs could greatly impact our profitability and growth, which could have a negative impact on investors' ability to realize a return.

Media reports and public perception of short-term consumer loans, such as payday advances, as being predatory or abusive could materially adversely affect our short-term loan and credit services. In recent years, consumer advocacy groups and some media reports in the United States have advocated governmental action to prohibit or place severe restrictions on short-term consumer loans.

The consumer advocacy groups and media reports generally focus on the cost to a consumer for this type of loan, which is higher than the interest typically charged by banks to consumers with better credit histories. Though the consumer advocacy groups and media reports do not discuss the lack of viable alternatives for our customers' borrowing needs, they do typically characterize these short-term consumer loans as predatory or abusive despite the large customer demand for these loans. If the negative characterization of these types of loans becomes increasingly accepted by consumers, demand for the short-term loan products could significantly decrease, which could materially affect our results of operations and financial condition. Additionally, if the negative characterization of these types of loans becomes increasingly accepted by legislators and regulators, we could become subject to more restrictive

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laws and regulations that could have a material adverse effect on our financial condition and results of operations.

Increased competition from banks, savings and loans, Internet-based lenders, other short-term consumer lenders, and other entities offering similar financial services, as well as retail businesses that offer products and services offered by us, could adversely affect our results of operations. We have many competitors to our core lending and merchandise sales operations, most of whom have greater resources than we.

Our principal competitors are other short-term loan companies, Internet-based lenders, consumer finance companies and other financial institutions that serve our primary customer base. Many other financial institutions or other businesses that do not now offer products or services directed toward our traditional customer base, many of whom may be much larger than we, could begin doing so. Significant increases in the number and size of competitors for our business could result in a decrease in the number of short-term loans that we write, an increase in our marketing costs or a reduction of interest rates on the payday loans we advance, resulting in lower levels of revenue and earnings in these categories. Most of our competitors have larger net worths, more working capital and greater name recognition than we.

Risks Related to Our Securities

The Notes are unsecured and are not guaranteed by any third party.

The Notes are unsecured and are not guaranteed by any third party. Accordingly, there can be no assurance that we will generate sufficient income to repay principal or interest.

Our indemnification of officers and directors and limitations on their liability could limit our recourse against them.

Our Certificate of Incorporation and Bylaws contain broad indemnification and liability limiting provisions regarding our officers, directors and employees, including the limitation of liability for certain violations of fiduciary duties. Noteholders therefore will have only limited recourse against these individuals.

Insiders have substantial control over us, and they could delay or prevent a change in our corporate control even if our other stockholders wanted it to occur.

Our executive officer and principal stockholder owns all 1,000,000 shares of our common stock. Accordingly, these two persons are able to control all matters requiring stockholder approval, including the election of directors and approval of significant corporate transactions. This could delay or prevent an outside party from acquiring or merging with us even if our other stockholders wanted it to occur.

We have not paid dividends in the past and do not expect to pay dividends in the near future, and any return on investment may be limited to the value of our stock.

We have never paid any cash dividends on our common stock and do not anticipate paying cash dividends in the near future.

We have broad discretion in the application of proceeds, thereby limiting investors' ability to evaluate our expenditures.

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We intend to use the net proceeds of this Offering primarily to fund payday loans and for working capital. Accordingly, investors will not have the opportunity to evaluate the economic, financial and other relevant information which we will consider in determining the application of such net proceeds.

There are substantial restrictions on transfer of the Notes.

The Notes are not being registered under the federal securities laws or qualified under any state securities laws, and they are being sold in reliance upon exemptions under such laws. The exemptions used require, among other things, that the Notes be purchased for investment purposes only, and not with any current view to the distribution or resale thereof. Unless the Notes are registered with the SEC and any required state authorities, or an appropriate exemption from such registration is available, a holder of the Notes will be unable to liquidate such holder's investment in the Notes, even though the holder's personal financial condition may dictate such liquidation. The Notes will bear appropriate legends referring to restrictions on transferability imposed by the Securities Act and applicable state securities laws. The Notes may not be pledged, hypothecated, assigned or otherwise disposed of except as permitted under applicable federal and state securities laws or pursuant to registration or exemption there from. Therefore, prospective Noteholders who require liquidity in their investments should not invest in the Notes.

USE OF PROCEEDS

We are offering up to $3,000,000 face amount of Notes (including the $1,000,000 overallotment Notes) for net Offering proceeds (after payment of commissions) of up to $2,700,000. Legal and other expenses associated with the Offering will be paid out of our working capital and are not expected to exceed $35,000. After a $100,000 provision to fund our operating expenses and overhead, the remaining Offering proceeds will be used to fund payday loans.

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BUSINESS

Introduction

We were organized to make short-term loans, also known as payday advances, typically for a term of thirty days or less. A payday loan is a small, single-payment loan that is repayable on the borrower's next payday. The customer completes an application for the loan and, if approved, the loan proceeds are sent to the customer. Generally, payday loans are between $100 and $500 and have a term to maturity of about 14 days. Fees range between $15 and $25 dollars per $100 borrowed. Because of the small loan amount and short term to maturity, annual percentage rates for payday loans are commonly between 390 and 650 percent.

We intend to operate as an online payday lender at such time as we are licensed to make payday loans. We have initially applied for a payday loan license in Utah and expect to be granted such license during the fourth quarter of this year but there can be no guarantees as to when, if at all, the license will be granted. All references to our operations as a payday lender are subject to our obtaining our payday loan license. There can be no assurance the license will be granted. Applications, qualification and underwriting, as well as the distribution and receipt of funds from customers will be facilitated over the Internet. In addition to the Internet components of the business, we will employ call centers in our underwriting and collections process, but our business does not require that the customer be located in the same geography as the lender. Customers may feel less comfortable borrowing from a lender they cannot see. However, it is our experience that payday lending has some stigma associated with it and that the online format offers the competitive advantage of increased privacy for customers when compared with its brick and mortar counterparts.

Many payday loan companies operate from brick and mortar retail stores. While the proliferation of brick and mortar based lenders is maturing, online payday lending is still relatively new. Payday lending, while potentially very profitable, involves loans that are small. We currently intend to only make loans up to $500 for first-time customers. As a result, our estimated associated costs per $100 in lending is much higher than it is for a traditional lender. We believe the online model allows us to increase our potential customer pool, while reducing our overhead costs.

Customers

The typical payday loan customer is younger, has low or moderate income, little liquid assets, and uses other types of credit. These customers have limited discretionary income and have difficulty obtaining additional debt when needed.

To qualify for a short-term loan, a customer generally must have proof of steady income, a checking account with a minimum of returned items within a specified period, and valid identification. Short-term loan transactions are subject to federal truth-in-lending regulations and fair debt collection practice regulations. In addition, state and local regulations exist in certain markets, which, among other things, limit the number of consecutive short-term loans a customer can obtain, limit the total transactions over a specified time period, or limit the number of outstanding advances a consumer may have with any combination of lenders.

Industry Profile

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The payday loan industry is a $52 billion industry. We believe that revenue for payday loans continues to grow annually. There are approximately 24,000 brick and mortar locations that provide payday loans.

The modern payday loan industry developed during the 1990s. The industry originated as an innovation in the check cashing industry: The check cashing firm took the customer's post dated personal check and agreed to defer cashing the check until a few days later. The number of payday loan offices grew from under 200 offices in the early 1990s to over 22,800 offices at the end of 2005. Check cashing companies remain a major source of payday loans, but pawnbrokers and other loan companies are also important sources of payday loans.

According to the Community Financial Services Association of America (CFSA), payday loan borrowers have the following characteristics:

*70% are women
*typical income is $25,000 to $50,000
*three of five borrowers are married with children
*42% are homeowners
*76% are under age 45
*94% have high school diplomas and 56% have some college attendance

Our Intended Methodology

Our model for payday lending involves seven stages: Lead Acquisition, Application, Qualifying, Loan Agreement, Underwriting, Lending, and Collections. We believe that our systems and methodology produce several competitive advantages as described below. For instance, we have initiated our own quality control, we do not pay for third party vendor's quality control, we will purchase leads during low-demand hours and days of the week and we will generate many of our own leads. In addition, we employ an aggressive collections process, including the requirement that borrowers stipulate to proactive voluntary garnishments, where allowed by law.

Lead Acquisition. We will acquire new customers from three online sources. First, we will buy pay- per-click (PPC) advertising on search engines and social networks, driving traffic to our web site where customers can initiate an application. Second, we will purchase qualified leads from lead generation firms. Third, we will utilize analytics resources, search engine optimization (SEO), search engine marketing (SEM), and PPC management services to increase the efficiency of our campaigns and increase our capacity to generate natural or organic visits to our web site.

We will buy PPC ads from a blend of PPC vendors such as Yahoo! Search Marketing and Google Adwords. We are expanding our PPC advertising into social networking sites. We will closely monitor these campaigns with the help of a competitive third party search marketing and PPC management firm in order to determine which sources generate the greatest number of conversions for the lowest cost. We also expect this resource or another like it to strategically manage our keywords and long term lead acquisition strategy. We expect that our PPC campaigns will have the ability to significantly increase our volume at a competitive per lead cost. The social network campaigns will also allow us to utilize a more discrete targeting of our ads to customers who fit the target customer profile for payday loans.

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We will supplement our PPC lead traffic with leads which are purchased from lead generation companies. We will seek to establish a relationship with a leading supplier for delivering leads which meet our criteria. For instance, we will indicate that we are looking for x number of leads and the supplier will send fresh payday loan lead records to our automated lead management system which will use our scrubbing filters to check them against our qualifying criteria. These criteria include insufficient funds checks, SSN verification, history with other payday loans, etc. We will pay a small fee to check each record, and will only pay the supplier for those leads which meet the standard. We expect that our average price per lead will be between $20 and $30.

Leads which we generate through our PPC campaigns, which do not meet our lending criteria are effectively leads that we have generated, but which we cannot convert. There is a market for these leads with other payday lenders who use different lending criteria. We intend to sell these leads back onto the market as a method of mitigating our cost of lead acquisition. In some cases the buyers for these leads can be the same sources we use for purchasing leads.

Finally, we have a strategy in place to build our organic search results over the long term. We believe organic leads will arrive at our web site without our having to reach them via our paid advertising campaigns. This would significantly lower our cost to obtain these customers, however, the strategy will take time to develop and does not currently produce any significant number of leads. In this same spirit, we have detailed a strategy to market to existing and previous customers as our customer base grows. Customer loyalty provides us with a chance to leverage our business relationship without the associated costs of acquiring a new customer.

Application. Customers will fill out an online loan application form to initiate the loan approval process. This application form requests information typical of loan applications and provides us the essential information to move ahead with the underwriting and approval process. Customers brought to our web site as a result of our PPC campaigns will fill out an application form found on our web site. Those who come to us as paid leads will have already filled out similar forms on other lead generation web sites. The data from these application sites will be passed through to our system with the lead itself.

Qualifying. We intend to establish relationships with vendors who provide automated electronic validation of new leads against our business rules and qualifying criteria. Paid leads will be run through the automated scrubbing system before we even purchase them. PPC leads will be taken through the scrubbing system manually by our call center associates after applicants have signed the loan agreement, but before they go through additional underwriting. The scrubbing process service yields a qualifying score for potential borrowers whose records have been run through it. This score functions much like a FICO credit score, and we have established minimum scores for applicants in order to be approved. By establishing a minimum qualifying score as our criteria for purchasing leads, we only need to pay for those leads that meet the minimum qualifying score. The automated qualifying system is comprised of three parts. 1. Risk and Compliance, 2. DDA Plus, and 3. Identity Verification.

i. Risk and Compliance. This includes the business rules that we have established as minimum lending criteria as well as the qualifying empirical scorecard, a search for bankruptcies, liens, judgments, government claims, the borrower's loan history, dealings with other short term lenders, Patriot Act compliance, and OFAC SDN records.

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ii. DDA Plus. This verifies that they have direct deposit capability (DDA) at their financial institution. DDA is a system in use at most U.S. banks. This part of the check also looks at account status codes, the borrower's history of NSF transactions (we require no more than three NSF transactions in any calendar month), and searches several databases for flags.

iii. Identity Verification. Identity theft creates a risk for lenders as well as borrowers. The identity verification system makes a detailed and thorough check for consistency across multiple registries and databases including consumer authentication, name verification, date of birth verification, address verification, work and home address cross-references, social security number cross-reference, high-risk verification, driver license verification, property data, IP address verification, IP address location verification, work and home phone data verification, phone data cross-reference, etc.

Some samples of what will be considered during the qualification process include the following:

- Application information missing
- Bankruptcy, lien or judgment
- Insufficient income
- Insufficient months at address
- Paycheck not direct deposit
- No SSN
- SSN found in death records
- SSN name mismatch
- Age under 21
- Too many open loans
- Too many payday applications
- IP address from wrong state
- IP address not allowed
- IP address too far from ZIP
- Account not old enough
- Account does not allow ACH
- Current payroll garnishment
- Phone number missing
- Missing employer information
- E-mail address is free e-mail
- Residency-state mismatch
- Non-deliverable address
- Address not current
- Risk score too high
- Invalid bank ABA
- Bank account on suppression list
- Driver license from bad state
- Driver license-name mismatch
- Too many names on bank account
- Too many checking accounts
- Loans currently past due

Loan Agreement. All borrowers will be required to electronically sign our proprietary loan agreement. For PPC leads, the loan agreement is the page on our web site immediately following their loan application. For paid leads, the customer experiences a seamless transition from the third-party application site to our loan agreement page. In either case, customers are not passed through to our call center underwriters without first having electronically signed our loan agreement.

Underwriting. All of our loans will pass through both the qualification scrubbing round and a live interview and verification underwriting process. The underwriting process will be conducted by our call center according to our proprietary underwriting criteria. Our PPC leads do not pass through the automated qualification scoring system, so they will be qualified by our call center associates before they advance to the underwriting stage.

Underwriting involves a verification of employment and bank accounts (typically done in a three-way call with the borrower), as well as personal references. We will also use a reverse lookup service to verify the borrowers home and work phone numbers this prevents borrowers from simply giving the number of a friend for their employer, because we can see the physical location of the telephone number. If the number and the employer's address do not match up, we will not lend.

The call centers will also function to keep us in compliance with truth in lending requirements by explaining and reviewing all of the financing terms, including principal and interest repayment amounts. The final step in our underwriting process will involve a senior employee auditing the results of the associate underwriters. Once a borrower has successfully passed each of these steps, the loan approval will be given.

Lending. Once a borrower is approved, we will submit a request to our third-party automatic clearing house (ACH) processing service. The third-party supplier handles the transfer of funds from our bank by ACH to the customer. Loans will be repaid the same way, we will submit a direct debit to the customer's bank account, funds are withdrawn through the ACH and then deposited in our account. Lending requests submitted before 5:00 P.M. will be funded the following business day by direct deposit into the borrower's bank account.

Collections. Payday lending is high-risk lending. We will take every reasonable precaution to attempt to keep lending defaults to a minimum, but defaults are part of payday lending. Our collection procedures will be one more way we attempt to mitigate defaults.

Intended Pre-Due Date Communications.

Three days prior to the due date. Borrowers receive a reminder call from one of our call center associates. They also receive a reminder e-mail explaining that the interest payment will be drafted from their account, and the loan extended unless they call in to pay the principal (in whole or in part).

Two days prior to the due date. Borrowers receive an automated SMS (text message) reminder of the pending loan due date.

One day prior to the due date. Borrowers receive a second e-mail reminder of the pending loan due date.

Post-Due Date Communications.

Due date. Borrowers receive a due date reminder e-mail explaining that the interest payment will be drafted from their account, and the loan extended unless they call in to pay the principal (in whole or in part). If they fail to pay or the automatic draft is returned for non-sufficient funds (NSF), we immediately send an automated e-mail requesting a correction of the default.

One day past due date. We direct phone call, email, and SMS to the borrowers notifying them that the loan is due.

Over two days past due date. We commence our in-house collection process, including demand and garnishment letters. We also submit their information to Shared Check Authorization Network, a third party check-verification system. The SCAN system is like a credit watch list and prohibits individuals listed on it from opening checking accounts at most banks in the U.S., or cashing checks at over 70,000 retail locations. This process creates significant financial pressure on borrowers to repay their loans.

Outside Collections. Borrowers who go through the above process and remain uncollectible after 60 days will be turned over to a third-party collection agency. Even with the relatively high fees charged by outside collectors, the fees and interest charges accrued by borrowers that become this delinquent will be enough to cover the principal. Another option at this point is to sell our uncollected accounts to others. Selling the debt gives us another method to recover our principal.

Competition

We encounter significant competition in connection with all aspects of our business operations. These competitive conditions may adversely affect our revenue, profitability, and ability to expand.

There is significant competition in the short-term loan and credit services industries from internet-based providers of such products, many of which have significantly larger operations than ours. These competitors include EZ Corp., QC Holding, Advance America, First Cash, Cash America, and Cash Net USA, among others. We also compete primarily with other short-term loan operators many of whom own and operate multiple physical store locations. We believe that the primary elements of competition are marketing and the ability to lend competitive amounts on short-term loans. In addition, we compete with financial institutions, such as banks and consumer finance companies, which generally lend on an unsecured as well as a secured basis. Other lenders may and do lend money on terms more favorable than those offered by us. Many of these competitors have greater financial resources than us.

Governmental Regulation

General

We are subject to extensive regulation of our short-term loan and credit services operations in most jurisdictions in which we operate. These regulations are provided through numerous laws, ordinances and regulatory pronouncements from various federal, state and local governmental entities in the United States which have broad discretionary authority. Many statutes and regulations prescribe, among other things, the general terms of our loan agreements and the maximum service fees and/or interest rates that may be charged and, in many jurisdictions we must obtain and maintain regulatory

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operating licenses. These regulatory agencies have broad discretionary authority. We are also subject to U.S. and state regulations relating to the reporting and recording of certain currency transactions.

U.S. governmental action to further restrict or even prohibit, in particular, payday advances and credit services products has been advocated over the past few years by elected officials, regulators, consumer advocacy groups and by media reports and stories. The consumer groups and media stories typically focus on the cost to a consumer for short-term loans, which is higher than the interest generally charged by credit card issuers to a more creditworthy consumer. The consumer groups and media stories often characterize short-term loan activities as abusive toward consumers. During the last few years, legislation has been introduced and/or enacted in the United States congress and in certain state legislatures and in various local jurisdictions to prohibit or restrict short- term loans, credit services and the related service charges. There are several instances of this type of legislation currently pending at federal, state and local levels in the U.S. In addition, regulatory authorities in various levels of government have proposed or publicly addressed, from time to time, the possibility of proposing new or expanded regulations that would prohibit or further restrict short- term loans.

There can be no assurance that additional local, state or federal statutes or regulations in the United States will not be enacted or that existing laws and regulations will not be amended at some future date that could inhibit our ability to offer short-term loans and credit services, significantly decrease the service fees for lending money, or prohibit or more stringently regulate the sale of certain goods, any of which could cause a significant, adverse effect on our future results. If legislative or regulatory actions that have negative effects on short-term loan or credit services industries are taken at a federal level in the United States or U.S. states or municipalities where we intend to seek loans, those actions could have a material adverse effect on our lending, credit services and revenue. There can be no assurance that additional federal, state or local legislation in the U.S. will not be enacted, or that existing laws and regulations will not be amended, which would have a material adverse impact on our operations and financial condition.

U.S Federal Regulations

Historically, direct federal regulation of the short-term loan industry has been somewhat limited. However, in recent years, certain federal legislation has been enacted and continues to be proposed which increases federal restrictions or regulations. In addition, the federal government regulates, and generally prohibits, the ability of state and nationally chartered banks to participate in the short-term loan industry through regulations established by both the U.S. Office of the Comptroller of the Currency and the Federal Deposit Insurance Corporation.

During 2006, the United States Congress enacted legislation that caps the annual percentage rate charged on short-term advance/payday loans made to active military personnel at 36%; this legislation became effective in October 2007. We do not have, nor do we intend to develop, any short-term/payday loan or credit services products bearing an effective interest and fee rate of 36% per annum or less, as we believe the losses and servicing costs associated with lending to our traditional customer base would exceed the revenue produced at that rate. As a result, we no longer provide loan products to active military personnel.

U.S. Senator Richard Durbin (Illinois) has introduced several bills in the past several years to implement a national 36% rate cap on all consumer credit products. The most recent Durbin bill specifically addresses payday loans and from the verbiage of the bill, it can be assumed that credit services products would be subject to the rate cap as well. Another bill, HR-1214, sponsored by U.S. Representative Luis Gutierrez, of Illinois, called for a maximum rate of $15 per $100 on payday

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loans in addition to a mandatory extended payment plan, no rollovers and limits consumers to one loan at a time. If a customer is in a payment plan, he is prevented from taking out a new loan. We cannot currently assess the likelihood of this or similar federal or state legislation or regulations being proposed and/or enacted. If such legislation, especially legislation similar to the Durbin bill, were enacted, it would have a material adverse effect on our financial condition and results of operations, as almost all of our short-term loan and credit services products bear interest and fees of more than 36% per annum. There can be no assurance that additional restrictive legislative and regulatory activity at the federal level affecting all short-term loan and credit services products will not be introduced or enacted.

The Money Laundering Suppression Act of 1994 added a section to the Bank Secrecy Act requiring the registration of "money services businesses," like we, that engage in check cashing, currency exchange, money transmission, or the issuance or redemption of money orders, traveler's checks, and similar instruments. The purpose of the registration is to enable governmental authorities to better enforce laws prohibiting money laundering and other illegal activities. The regulations require money services businesses to register with the Treasury Department by filing a form, adopted by the Financial Crimes Enforcement Network of the Treasury Department ("FinCEN"), and to re- register at least every two years thereafter. The regulations also require that a money services business maintain a list of names and addresses of, and other information about, our agents and that the list be made available to any requesting law enforcement agency (through FinCEN). The agent list must be updated annually.

In March 2000, FinCEN adopted additional regulations, implementing the Bank Secrecy Act that also addresses money services businesses. These regulations require money services businesses, such as us, to report suspicious transactions involving at least $2,000 to FinCEN. The regulations generally describe three classes of reportable suspicious transactions - one or more related transactions that the money services business knows, suspects, or has reason to suspect (1) involve funds derived from illegal activity or are intended to hide or disguise such funds; (2) are designed to evade the requirements of the Bank Secrecy Act; or (3) appear to serve no business or lawful purpose.

Under the USA PATRIOT Act passed by Congress in 2001 and revised in 2006, we are required to maintain an anti-money laundering compliance program. The program must include (1) the development of internal policies, procedures and controls; (2) the designation of a compliance officer; (3) an ongoing employee-training program; and (4) an independent audit function to test the program.

The Gramm-Leach-Bliley Act requires we to generally protect the confidentiality of our customers' nonpublic personal information and to disclose to our customers our privacy policy and practices, including those regarding sharing the customers' nonpublic personal information with third parties. Such disclosure must be made to customers at the time the customer relationship is established, at least annually thereafter, and if there is a change in our privacy policy. In addition, we adhere to strict document retention and destruction policies.

The federal Equal Credit Opportunity Act ("ECOA") prohibits discrimination against any credit applicant on the basis of any protected category, such as race, color, religion, national origin, sex, marital status, or age, and requires us to notify credit applicants of any action taken on the individual's credit application. We must provide a loan applicant a Notice of Adverse Action ("NOAA") when we deny an application for credit. The NOAA must inform the applicant of (1) the action taken regarding the credit application; (2) a statement of the ECOA's prohibition on discrimination; (3) the name and address of both the creditor and the federal agency that monitors compliance with the ECOA; and (4)

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the applicant's right to learn the specific reasons for the denial of credit and the contact information for the parties the applicant can contact to obtain those reasons. We provide NOAA letters and maintain records of all such letters as required by the ECOA and our regulations.

The Fair Credit Reporting Act requires us to provide certain information to customers whose credit applications are not approved on the basis of a report obtained from a consumer reporting agency and to respond to consumers who inquire regarding any adverse reporting submitted by us to the consumer reporting agencies.

The federal Fair and Accurate Credit Transactions Act ("FACTA") requires us to adopt written guidance and procedures for detecting, preventing, and responding appropriately to mitigate identity theft, to adopt various coworker policies and procedures, and provide coworker training and materials that address the importance of protecting non-public personal information and aid us in detecting and responding to suspicious activity, including suspicious activity which may suggest a possible identity theft red flag, as appropriate.

In addition, we must comply with the Federal Trade Commission Rule and Fair Debt Collection Practices Act and similar state regulations in connection with our collection efforts.

State and Local Regulations

We are applying for a payday loan license in the state of Utah. Until that license is granted, we cannot advance payday loans. If the license is granted, we will advance payday loans in Utah and all States in which a Utah license will qualify us to operate. We intend to apply for payday loan licenses in other states as well. We do not intend to lend in states that prohibit such loans. At this time there are 32 states besides Utah into which we can eventually expand.

Many U.S. states have licensing and/or fee and operating regulations related to payday advance operations. Moreover, regulations in certain states limit the maximum number of consecutive payday advances that may be provided to a customer and/or limit the total advances a customer may have outstanding at any point in time. In some jurisdictions, check cashing companies or money transmission agents are required to meet minimum bonding or capital requirements and are subject to record-keeping requirements.

Legislation relating to short-term loans and credit services products has been either enacted, proposed, or is still pending in several state legislatures. In general, such proposed legislation significantly lowers the maximum allowable interest rates on short-term loans and/or significantly restricts the ability of customers to obtain such loans. These types of legislation, if enacted, could effectively eliminate our ability to offer short-term loan products, as the proposed legislation would make these products financially unviable. Adoption of any federal or state legislation as described above could restrict, or even eliminate the availability of short-term loan and credit services products in some or all of the states in which we offers such products. We cannot currently assess the likelihood of this or similar federal or state legislation or regulations being enacted; however, if such legislation or regulations were enacted, it would have a material adverse impact on our revenue and our profitability.

Offices

We have offices in Salt Lake City, Utah and Tempe, Arizona. We have adequate leased space to accommodate our operations.

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MANAGEMENT

Directors and Executive Officers

Name	Age	Position	Officer/Director Since
Jeffrey Peterson	39	Chairman of the Board of Directors and Chief Executive Officer	2011
John Ayers	42	President and a Director	2011
Justin Billingsley	37	Vice President and a Director	2011

Jeffrey Peterson. Mr. Peterson has been the Chairman of our Board of Directors since June of 2011. Mr. Peterson founded Quepasa Corporation, a NYSE AMEX listed bilingual Internet property widely regarded in history as the first online community focused specifically on U.S. Hispanic Internet users, and served as Chairman and Chief Executive Officer of Quepasa during two terms, from April 2002 to March 2006 and from May 1998 to June 1999. He also served as Chief Technology Officer of Quepasa during certain periods from March 2006 to November 2006 and from July 1997 until May 1998. Mr. Peterson is an experienced technology entrepreneur and software engineer, who has been involved in the programming and operations of computers and digital communications since the late 1970's. Mr. Peterson has received national and international recognition for his accomplishments in the technology sector and has served on the boards of directors or advisory boards of several technology related companies in both the United States and Latin America, including Limelight Networks (Nasdaq: LLNW) and Vator.TV. Mr. Peterson is the Chairman and CEO of inter123 Corporation, a Nevada Corporation focused on making venture capital investments in technology companies.

John Ayers. Mr. Ayers received his Bachelor of Arts degree from the University of Illinois at Urbana-Champaign, where he studied Industrial Design and Computer Science. After graduation in 1992, he worked as an industrial design consultant designing a variety of products ranging from aquatic sunglass to athletic braces. In 1998, Mr. Ayers leveraged his skills as a experienced marketer and technology entrepreneur in founding LEAPLab Group, a web design and marketing agency. Mr. Ayers remains President and Chairman of the Board of LEAPLab Group, which operates as a technology and customer acquisition company, marketing to the payday loan and sub-prime banking markets . Currently, LEAPLab provides customer acquisition solutions in three countries and is aggressively expanding into new markets. LEAPLab is headquartered in Tempe Arizona where Mr. Ayers is also an active member of the Entrepreneur Organization (EO). Mr. Ayers is former President of the Arizona Chapter of the EO Accelerator program and plays an active role in participating in global entrepreneurship.

Justin Billingsley. Mr. Billingsley brings over 15 years of senior sales, marketing and general management experience to Loan Go. As a strategic thought leader he has a consistent entrepreneurial record of excellence in establishing and growing enterprises focused on both products and services. Mr. Billingsley has been the Chief Executive Officer of Compass Financial since 2001. In such capacity, he has managed all Compass operations. Mr. Billingsley has grown annual revenues of Compass to $20M. Since 2007, Mr. Billingsley has consulted for Fortune 1000 companies in risk management and financial planning. He has offered advice in connection with complex financial planning, life insurance planning, property insurance planning, captive insurance planning, fronted and reinsurance programs, alternative risk management and associated tax issues. He has taught financial and tax planning at the University of Phoenix and hosted a financial talk radio show for 1510 KFNN financial news talk radio station. Mr. Billingsley regularly donates his time for charitable work and is married to his first love and best friend, Heather. They have three children. His family is the focus of his life.

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Term of Office

Directors are elected to hold office until the next annual meeting of shareholders and until their successors are elected and qualified. Annual meetings of the shareholders, for the selection of directors to succeed those whose terms expire, are held at such time each year as designated by the Board of Directors. Officers of the Company are elected by the Board of Directors, which is required to consider that subject at its first meeting after every annual meeting of stockholders. Each officer holds office until their successor is elected and qualified or until their earlier resignation or removal.

Executive Compensation

We have agreed to pay Messrs. Peterson, Ayers and Billingsley annual salaries of $120,000, $100,000 and $100,000, respectively, at such time as our cash flow and profitability are deemed sufficient by our Board of Directors. We do not carry key man life insurance on any of our executive officers' lives.

Liability and Indemnification of Officers and Directors

Our Articles of Incorporation provide that liability of directors to us for monetary damages is eliminated to the full extent provided by Utah law. The effect of this provision in our Articles of Incorporation is to eliminate our rights and our stockholders' rights (through stockholders' derivative suits) to recover monetary damages from a director for breach of the fiduciary duty of care as a director (including any breach resulting from negligent or grossly negligent behavior) except in certain limited situations. Insofar as indemnification for liabilities arising under the Act may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable.

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SECURITY OWNERSHIP OF EXECUTIVE OFFICERS, DIRECTORS AND BENEFICIAL OWNERS OF GREATER THAN 5% OF OUR COMMON STOCK

As of the date of this Memorandum, there are 1,000,000 shares of common stock outstanding, of which 666,667 shares are held by Inter123 Corporation ("Inter123") (which is controlled by Mr. Peterson) and 333,333 shares are held by Justin Billingsley.

RELATED PARTY TRANSACTIONS

On June 8, 2011, we sold 666,667 and 333,333 shares of our common stock to Inter123 and Justin Billingsley (our Vice President and a director), respectively, for services rendered to us valued at $.001 per share. John Ayers (President and a director) has a 50% interest in the shares held by Inter123.

TERMS OF THE OFFERING

Plan of Distribution

We are offering up to $3,000,000 face amount of one and two-year Notes on a "best efforts" basis through our Placement Agent. We will pay to the Placement Agent a cash commission equal to 10% of the dollar amount of Notes sold by it. We may also pay Finders a Finder's fee equal to the Placement Agent commission. Our executive officers may also offer Notes but will receive no remuneration for any such sale of Notes. The proceeds of this Offering will be immediately deposited into a bank account of the Company and will be available to us for our working capital needs upon our acceptance of the Subscription Agreements. No escrow for funds invested hereunder has been established. No minimum number of Notes is required to be sold.

The Notes are being offered hereby solely to accredited investors until February 1, 2012 unless the Offering period is extended by us for up to 90 days. The Company may reject any subscription. If this Offering is over-subscribed, the Company will determine which subscriptions will be accepted. If a subscription is not accepted by the Company for whatever reason, the amount paid will be returned promptly without deduction or interest. Investors may make arrangements to deliver subscription funds by bank wire transfer to the Company at the time of subscription. The minimum investment per investor is $25,000, although subscriptions for lesser amounts may be accepted in the discretion of the Company. Subject to certain limited exceptions applicable in some states, all subscriptions are binding on the subscriber and may not be revoked or canceled after receipt by the Company.

Subscription Procedures

Any person or entity who meets the suitability standards set forth herein and who desires to purchase Notes offered hereby should follow the instructions set forth below:

1. Sign two original duplicate copies of the Subscription Documents, attached hereto as **Exhibit A.** The Subscription Agreement contains certain representations and warranties which an investor will be required to make relating to, among other things, his current net worth and his intention to purchase the Notes for investment only and not with any intention to sell, distribute or in any way transfer or dispose of such securities. On each signature page, the subscriber must sign, print his, her or its name, address, social security or tax identification number where indicated, and print the face amount of Notes subscribed for and the date of execution.

2. Sign the original of the Investor Questionnaire, a part of Exhibit A attached hereto, which will be used by the Company to determine whether the prospective investor is an accredited investor. The

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last page of the Investor Questionnaire must contain the printed name of the subscriber, the required signature and the date of execution.

3. Wire or mail funds to the Company equal to the total purchase price of the Notes. See the Subscription Agreement for wiring instructions.

The Company reserves the right to accept or reject any subscription for Notes for any reason whatsoever. If a subscription is rejected by the Company, all funds tendered for investment will be returned to the subscriber, without interest or deduction, promptly after such rejection.

Restrictions on Transfer

The Notes have not been registered under the Securities Act or the securities laws of any state, and such securities are being offered and sold in reliance on exemptions from the registration requirements of such laws, which depend, in part, on the intent of the purchasers in the Offering not to make a distribution of such securities. As a result, there are restrictions imposed by applicable federal and state securities laws upon the distribution or transfer of such shares. The Notes, which are "restricted securities" as defined in Rule 144 promulgated by the SEC, must be held indefinitely unless they are subsequently registered under the Securities Act and any applicable state securities acts or unless an exemption from such registration is available.

INVESTOR SUITABILITY STANDARDS

An investment in the Notes offered involves a high degree of financial risk and is therefore suitable only for persons who have substantial income or net worth and are capable of evaluating the merits and risks of investing in the Notes. Moreover, there will be no market for the Notes subsequent to this Offering. Accordingly, only prospective investors who are able to bear indefinitely the economic risk of their investment and who otherwise satisfy the suitability standards described herein will be permitted to purchase any of the Notes offered.

The Notes have not been registered or qualified with, nor has the adequacy or accuracy of this Memorandum been reviewed or passed upon by, the SEC or by any state securities administrator. This Offering is being made in reliance on certain exemptions from such registration and qualification requirements. The availability of these exemptions is dependent upon, among other things, the investment intent and qualifications of each prospective investor. In no event will the Notes be sold to purchasers who are not "accredited investors," as such term is defined in Rule 501(a) of Regulation D under the Securities Act. An "accredited investor" includes any person or entity who the Company reasonably believes comes within any one of the following categories:

- An individual having a net worth with spouse (excluding the value of the investor's primary residence) at the time of purchase, individually or jointly, in excess of $1,000,000;

- An individual whose individual income was in excess of $200,000 in each of the two most recent years, or whose joint income with spouse was in excess of $300,000 in each of those years, and who reasonably expects his individual or joint income with such investor's spouse to reach such level(s) in the current year;

- A corporation, partnership, Massachusetts or similar business trust, or organization described in Section 501(c)(3) of the Internal Revenue Code (tax exempt organization), not formed for the specific purpose of acquiring the Notes, having total assets in excess of $5,000,000;

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- A bank, savings and loan association or other similar institution (as defined in Sections 3(a)(2) and 3(a)(5)(A) of the Securities Act);
- An insurance company (as defined in Section 2(13) of the Securities Act);
- An investment company registered under the Investment Company Act of 1940;
- A business development company (as defined in Section 2(a)(48) of the Investment Company Act of 1940) or a private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);
- A Small Business Investment Company licensed by the U.S. Small Business Administration under Sections 301(c) or (d) of the Small Business Investment Act of 1958;
- A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended;
- A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, which plan has total assets in excess of $5,000,000;
- An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a "Plan Fiduciary," as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser;
- An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 having total assets in excess of $5,000,000;
- A self-directed employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, with investment decisions made solely by persons who are accredited investors as defined in Rule 501(a) of Regulation D;
- A trust with total assets in excess of $5,000,000 not formed for the specific purpose of acquiring the Notes, whose purchase is directed by a sophisticated person (i.e., a person who has such knowledge and experience in financial and business matters that he, she or it is capable of evaluating the merits and risks of an investment in the Notes); or
- An entity in which all of the equity owners are accredited investors.
- An individual who is a director, executive officer or general partner of the issuer.

Investors will be required to represent in writing that they meet the requirements outlined above by completing and returning to the Company the Subscription Agreement and Investor Questionnaire. In addition, each investor will be required to represent that he, she or it is acquiring the Notes for investment purposes only, with no intention of reselling or further distributing such shares, and that the Notes will not be transferred or otherwise resold except in compliance with the Securities Act, and any applicable state acts. The Company reserves the right to modify or extend the suitability requirements for potential investors in order for the Offering to comply with the requirements of all applicable state securities acts.

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Due to the risks inherent in an investment in the Notes offered, and in order to comply with the provisions of the exemption from the registration and qualification requirements of the Securities Act and applicable state securities laws, the Company has determined that the Notes will be offered and sold only to prospective investors who, prior to purchase, (a) represent that they are acquiring the Notes for their own account, for investment purposes only and not with a view to or in connection with a further resale or distribution of the Notes; (b) represent that they are aware that the Notes have not been registered or qualified under the Securities Act and applicable state securities laws and therefore such shares, cannot be resold unless they are registered and qualified under the Securities Act and applicable state securities laws or an exemption therefrom is available; (c) represent that they are accredited investors; (d) have, in the opinion of the Company, such knowledge and experience in business and financial matters that they are capable of evaluating the merits and risks of, and protecting their interests in connection with, this investment, and (e) the Company believes are able to bear the economic risk of a complete loss of their investment.

The suitability standards referred to above represent minimum suitability requirements for prospective investors. Accordingly, the satisfaction of such standards by a prospective investor does not necessarily mean that the Notes are a suitable investment for him or her or that his or her subscription for such shares will be accepted.

The Company may reject the subscription of any prospective purchaser who does not represent that he, she or it meets such standards. In addition, the Company, at its sole discretion, or to the extent required by the laws of any applicable state, may require that transferees of any investor comply with these standards as a condition to substitution as a shareholder in the Company. In the event any Notes are purchased by a person or entity in a fiduciary capacity for any other person (or for an entity in which each such person is deemed to be a "purchaser" of the Notes), the suitability standards set forth above will be applicable to such other person.

If any information furnished or representations made by a prospective investor or others acting their behalf mislead the Company as to the financial or other circumstances of such investor or, if, because of any error or misunderstanding as to such circumstances, a copy of this Memorandum is delivered to a prospective investor who does not meet the suitability standards set forth above, the delivery of this Memorandum to the prospective investor will not be deemed to be an offer, and this Memorandum must be returned to the Company immediately.

POTENTIAL INVESTORS ARE URGED TO CONSULT WITH THEIR OWN LEGAL, TAX AND FINANCIAL ADVISORS REGARDING THEIR INDIVIDUAL CIRCUMSTANCES AND THE SUITABILITY OF AN INVESTMENT IN THE COMPANY.

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DESCRIPTION OF NOTES

The Notes are unsecured, bear simple (non-compounded) interest of 18% or 24% per annum, respectively, for one-year and two-year Notes, respectively, and have no conversion rights or voting rights. Interest on the Notes will be paid monthly, commencing 60 days from the date an investor purchases a note.

ADDITIONAL INVESTOR INFORMATION

Prospective investors will be given the opportunity to ask questions of and obtain information about us and the terms and conditions of the Offering, as set forth in this Memorandum, and may arrange for such opportunity by contacting Noah Agron of the Placement Agent at (212) 940-9203. Furthermore, upon receipt of a written request, we will provide any prospective investor with copies of documents referred to in this Memorandum to the extent such documents are in our possession or can be acquired from us without unreasonable effort or expense. Noah Agron's father, Gary Agron, has provided legal services to the Company.

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EXHIBIT A

LOANGO CORPORATION

SUBSCRIPTION DOCUMENTS AND INSTRUCTIONS

INSTRUCTIONS

The following documents must be completed in accordance with the instructions set forth below and must be executed in order to determine whether you are an accredited investor and, if accredited, in order to subscribe for the purchase of promissory notes (the "Notes") of LoanGo Corporation (the "Company").

PLEASE PRINT THE ANSWERS TO ALL QUESTIONS.

1. Enclosed are the Following Documents:

(a) **Subscription Agreement.** Be sure to carefully and fully read the Subscription Agreement, and execute the signature page which is applicable to you. On the appropriate signature page of the Subscription Agreement, the Subscriber must sign, print his, her or its name, address and social security or tax identification number where indicated, and indicate the number of Notes subscribed for, the date of execution and the manner in which title to the Notes will be held.

(b) **Investor Questionnaire.** Be sure to carefully and fully read the Investor Questionnaire, which can be found after the Subscription Agreement. On the signature page of the Investor Questionnaire, the Subscriber must sign and print his, her or its name where indicated.

(c) **Verification of Investment Advisor/Broker.** The investment advisor or broker must complete this item and sign to verify that this is a suitable investment, as well as for recordkeeping purposes.

A PROSPECTIVE SUBSCRIBER MUST BE SURE TO CAREFULLY AND FULLY READ THE ACCOMPANYING CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM PRIOR TO RETURNING THE SIGNED SUBSCRIPTION DOCUMENTS.

2. Payment. Payment of the purchase price may be made by bank wire transfer to the Company, as indicated below, or by check payable to the Company and mailed to the Company at 2150 S. 1300 East, Suite 500, Salt Lake City, Utah 84106.

3. Return of Documents. Copies of the signed Subscription Agreement, Investor Questionnaire and other subscription-related documents should be delivered to the Placement Agent at:

LoanGo Corporation
2150 S. 1300 East, Suite 500
Salt Lake City, Utah 84106

NAME OF SUBSCRIBER:_____ **SUBSCRIPTION AMOUNT: $**_____

To: LoanGo Corporation
2150 S. 1300 East, Suite 500
Salt Lake City, Utah 84106

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is being delivered to you in connection with your investment in the Notes of LoanGo Corporation (the "Company"). No funds received in the Offering will be escrowed.

1. Subscription and Purchase Price

(a) Subscription. Subject to the conditions set forth in Section 2 hereof, the undersigned hereby subscribes for and agrees to purchase $_____ face amount of one-year/two-year (circle one) Notes.

(b) Purchase of Notes. The undersigned understands and acknowledges that the purchase price shall be remitted in exchange for the Notes, simultaneous with the delivery of this Subscription Agreement, as set forth below (the "Aggregate Purchase Price"). The undersigned understands and agrees that, subject to Section 2 and applicable laws, by executing this Agreement, he, she or it is entering into a binding agreement.

2. Acceptance, Offering Term and Closing Procedures

Acceptance or Rejection. The obligation of the undersigned to purchase the Notes shall be irrevocable, and the undersigned shall be legally bound to purchase the Notes subject to the terms set forth in this Agreement. The undersigned understands and agrees that the Company reserves the right to reject this subscription for the Notes in whole or part in any order at any time prior to the closing (the "Closing") of the purchase and sale of the Notes. If, in the event of rejection of this subscription by the Company in accordance with this Section 2, or the sale of the Notes is not consummated for any reason, this Agreement and any other agreement entered into between the undersigned and the Company relating to this subscription shall thereafter have no force or effect, and the Company shall promptly return the purchase price without interest thereon or deduction therefrom.

3. Investor's Representations and Warranties

The undersigned hereby acknowledges, agrees with and represents and warrants to the Company and its affiliates, as follows:

(a) The undersigned has full power and authority to enter into this Agreement, the execution and delivery of which has been duly authorized, if applicable, and this Agreement constitutes a valid and legally binding obligation of the undersigned.

(b) The undersigned acknowledges his, her or its understanding that the Offering and sale of the Notes is intended to be exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), by virtue of Section 4(2) of the Securities Act and the provisions of Regulation D promulgated thereunder ("Regulation D"). In furtherance thereof, the undersigned represents and warrants to the Company and its affiliates as follows:

(i) The undersigned realizes that the basis for the exemption from registration may not be available if, notwithstanding the undersigned's representations

contained herein, the undersigned is merely acquiring the Notes for resale rather than investment;

(ii) The undersigned is acquiring the Notes solely for the undersigned's own beneficial account, for investment purposes, and not with view to, or resale in connection with, any distribution of the Notes;

(iii) The undersigned;

(a) Has the financial ability to bear the economic risk of his, her or its investment, and has adequate means for providing for current needs and contingencies;

(b) Has no need for liquidity with respect to the investment in the company; and

(c) Understands that interest will not be paid on the Note for 60 days from the date of purchase;

(iv) The undersigned and the undersigned's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, "Advisors"), have received the Memorandum, together with all appendices thereto (as such documents may be amended or supplemented, the "Memorandum"), relating to the private placement by the Company of the Notes, and all other documents requested by the undersigned or Advisors, if any, have carefully reviewed them and understand the information contained therein, prior to the execution of this Agreement; and

(v) The undersigned (together with his, her or its Advisors, if any) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the prospective investment in the Notes. If other than an individual, the undersigned also represents it has not been organized solely for the purpose of acquiring the Notes.

(c) The information in the Investor Questionnaire (attached) completed and executed by the undersigned (the "Investor Questionnaire") is true and accurate in all respects, and the undersigned is an "accredited investor," as that term is defined in Rule 501(a) of Regulation D.

(d) The undersigned (and his, her or its Advisors, if any) has been furnished with a copy of the Memorandum.

(e) The undersigned has relied on the advice of, or has consulted with, only his, her or its Advisors. Each Advisor, if any, is capable of evaluating the merits and risks of an investment in the Notes as such are described in the Memorandum, and each Advisor, if any, has disclosed to the undersigned in writing (a copy of which is annexed to this Agreement) the specific details of any and all past, present or future relationships, actual or contemplated, between the Advisor and the Company or any affiliate thereof.

(f) The undersigned represents, warrants and agrees that he, she or it will not sell or otherwise transfer the Notes without registration under the Securities Act or an exemption therefrom, and fully understands and agrees that the undersigned must bear the economic risk of his, her or its purchase because, among other reasons, the Notes have not been registered under the Securities Act or under the securities laws of any state and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws

of such states, or an exemption from such registration is available. In particular, the undersigned is aware that the Notes are "restricted securities," as such term is defined in Rule 144 promulgated under the Securities Act ("Rule 144"), and they may not be sold pursuant to Rule 144 unless all of the conditions of Rule 144 are met. The undersigned also understands that, except as otherwise provided in Section 5 hereof, the Company is under no obligation to register the Notes on his, her or its behalf or to assist them in complying with any exemption from registration under the Securities Act or applicable state securities laws. The undersigned understands that any sales or transfers of the Notes are further restricted by state securities laws.

(g) No representations or warranties have been made to the undersigned by the Company, other than any representations of the Company contained herein and in the Memorandum, and in subscribing for the Notes the undersigned is not relying upon any representations other than those contained herein or in the Memorandum.

(h) The undersigned understands and acknowledges that his, her or its purchase of the Notes is a speculative investment that involves a high degree of risk and the potential loss of their entire investment and has carefully read and considered the matters set forth in the Memorandum and in particular the matters under the caption "Special Note Regarding Forward-Looking Statements" and "Risk Factors" therein.

(i) The undersigned's overall commitment to investments that are not readily marketable is not disproportionate to the undersigned's net worth, and an investment in the Notes will not cause such overall commitment to become excessive.

(j) The undersigned understands and agrees that the certificates for the Notes shall bear substantially the following legend until (i) such Notes shall have been registered under the Securities Act and effectively disposed of in accordance with a registration statement that has been declared effective or (ii) in the opinion of counsel for the Company such Notes may be sold without registration under the Securities Act, as well as any applicable "blue sky" or state securities laws:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS. SUCH SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES AND MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FILED BY THE ISSUER WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION COVERING SUCH SECURITIES UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED.

(k) Neither the U.S. Securities and Exchange Commission (the "SEC") nor any state securities commission has approved the Notes or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the Memorandum. The Memorandum has not been reviewed by any Federal, state or other regulatory authority.

(l) The undersigned and his, her or its Advisors, if any, have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Company concerning the Offering of the Notes and the business, financial condition, results of operations and prospects of the Company, and all such questions have been answered to the full satisfaction of the undersigned and his, her or its Advisors, if any.

(m) The undersigned is unaware of, is in no way relying on, and did not become aware of the Offering of the Notes through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the Internet, in connection with the Offering and sale of the Notes and is not subscribing for Notes and did not become aware of the Offering of the Notes through or as a result of any seminar or meeting to which the undersigned was invited by, or any solicitation of a subscription by, a person not previously known to the undersigned in connection with investments in securities generally.

(n) The undersigned has taken no action which would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Agreement or the transactions contemplated hereby (other than commissions to be paid by the Company or as otherwise described in the Memorandum).

(o) The undersigned is not relying on the Company with respect to the legal, tax, economic and related considerations of an investment in the Notes, and the undersigned has relied on the advice of, or has consulted with, only his, her or its own Advisors.

(p) The undersigned acknowledges that any estimates or forward-looking statements or projections provided to the undersigned were prepared by the management of the Company in good faith, but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed by the Company or its management and should not be relied upon.

(q) No oral or written representations have been made, or oral or written information furnished, to the undersigned or his, her or its Advisors, if any, in connection with the Offering of the Notes which are in any way inconsistent with the information contained in the Memorandum.

(r) (For ERISA plans only) The fiduciary of the ERISA plan (the "Plan") represents that such fiduciary has been informed of and understands the Company's investment objectives, policies and strategies, and that the decision to invest "plan assets" (as such term is defined in ERISA) in the Company is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities. The Subscriber or Plan fiduciary (a) is responsible for the decision to invest in the Company; (b) is independent of the Company and any of its affiliates; (c) is qualified to make such investment decision; and (d) in making such decision, the Subscriber or Plan fiduciary has not relied primarily on any advice or recommendation of the Company or any of its affiliates.

(s) The foregoing representations, warranties and agreements shall survive the Closing.

4. The Company's Representations and Warranties

The Company hereby acknowledges, agrees with and represents and warrants to each of the undersigned, as follows:

(a) The Company has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Company and is valid, binding and enforceable against the Company in accordance with its terms.

(b) The Notes to be issued to the undersigned pursuant to this Agreement, when issued and delivered in accordance with the terms of this Agreement, will be duly and validly issued.

ACC001031
File #8480

(c) Neither the execution and delivery nor the performance of this Agreement by the Company will conflict with the Company's Articles of Incorporation or By-laws, as amended to date, or result in a breach of any terms or provisions of, or constitute a default under, any material contract, agreement or instrument to which the Company is a party or by which the Company is bound.

5. Conditions to Acceptance of Subscription

The Company's right to accept the subscription of the undersigned is conditioned upon satisfaction of the following conditions precedent on or before the date the Company accepts such subscription (any or all of which may be waived by the undersigned in his, her or its sole discretion):

(a) No legal action, suit or proceeding shall be pending which seeks to restrain or prohibit the transactions contemplated by this Agreement.

(b) The representations and warranties of the Company contained in this Agreement shall have been true and correct on the date of this Agreement.

6. Notices to Subscribers

(a) THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

(b) THE NOTES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. SUBSCRIBERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

7. Miscellaneous Provisions

(a) Modification. Neither this Agreement, nor any provisions hereof, shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, modification, discharge or termination is sought.

(b) Survival. The undersigned's representations and warranties made in this Subscription Agreement shall survive the execution and delivery of this Agreement and the delivery of the Notes.

(c) Notices. Any party may send any notice, request, demand, claim or other communication hereunder to the undersigned at the address set forth on the signature page of this Agreement or to the Company at the address set forth above using any means (including personal delivery, expedited courier, messenger service, fax, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties written notice in the manner herein set forth.

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File #8480

(d) Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their heirs, executors, administrators, successors, legal representatives and assigns. If the undersigned is more than one person or entity, the obligation of the undersigned shall be joint and several and the agreements, representations, warranties and acknowledgments contained herein shall be deemed to be made by, and be binding upon, each such person or entity and his or its heirs, executors, administrators, successors, legal representatives and assigns. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter thereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature among them.

(e) Arbitration. In the case of any dispute or breach concerning or arising from any part of the Private Placement Memorandum, its enforcement or its effect; or any part of this subscriber agreement, its enforcement or effect; the parties agree to mandatory binding arbitration administered by the American Arbitration Association (AAA) pursuant to its rules. The venue for the arbitration shall be Phoenix, Arizona. The costs of arbitration shall be borne by the losing party. Attorney costs shall be borne by the respective parties. The final decision of the arbitrator shall be rendered in writing and is to be final and binding upon the Parties, without appeal; provided that a party may seek enforcement of the award in an appropriate court in the State of Arizona.

(e) Assignability. This Agreement is not transferable or assignable by the undersigned. This Agreement shall be transferable or assignable by the Company to a proposed publicly-traded successor company.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to conflicts of law principles.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ALL SUBSCRIBERS MUST COMPLETE THIS PAGE

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the ____ day of _____ 20___.

Face amount of Notes subscribed for: _____

Check Box: One-Year Notes: ☐ Two-Year Notes: ☐

Manner in which Title is to be held (Please Check One):

1. ☐ Individual
2. ☐ Joint Tenants with Right of Survivorship
3. ☐ Community Property
4. ☐ Tenants in Common
5. ☐ Corporation/Partnership/ Limited Liability Company
6. ☐ IRA
7. ☐ Trust/Estate/Pension or Profit sharing Plan Date Opened:_____
8. ☐ As a Custodian for _____ Under the Uniform Gift to Minors Act of the State of _____
9. ☐ Married with Separate Property
10. ☐ Keogh
11. ☐ Tenants by the Entirety

ALTERNATIVE DISTRIBUTION INFORMATION

To direct distribution to a party other than the registered owner, complete the information below. YOU MUST COMPLETE THIS SECTION IF THIS IS AN IRA INVESTMENT.

Name of Firm (Bank, Brokerage, Custodian): _____

Account Name: _____

Account Number: _____

Representative Name: _____

Representative Phone Number: _____

Address: _____

City, State, Zip: _____

IF MORE THAN ONE SUBSCRIBER, EACH SUBSCRIBER MUST SIGN.
INDIVIDUAL SUBSCRIBERS MUST COMPLETE THE NEXT PAGE.
SUBSCRIBERS WHICH ARE ENTITIES MUST COMPLETE THE PAGE THEREAFTER.

EXECUTION BY NATURAL PERSONS

_____
Exact Name in Which Title is to be Held

Name (Please Print)	Name of Additional Purchaser
Residence: Number and Street	Address of Additional Purchaser
City, State and Zip Code	City, State and Zip Code
Social Security Number	Social Security Number
Telephone Number	Telephone Number
Fax Number (if available)	Fax Number (if available)
E-Mail (if available)	E-Mail (if available)
(Signature)	(Signature of Additional Purchaser)

ACCEPTED this _____ day of _____ 20___, on behalf of the Company.

By: _____
Jeffrey Peterson
Chairman

EXECUTION BY SUBSCRIBER WHICH IS AN ENTITY
(Corporation, Partnership, LLC, Trust, Etc.)

_____
Name of Entity (Please Print)

Date of Incorporation or Organization: _____

State of Principal Office: _____

Federal Taxpayer Identification Number: _____

_____
Office Address

_____
City, State and Zip Code

_____
Telephone Number

_____
Fax Number (if available)

_____
E-Mail (if available)

By: _____
Name:
Title:

[seal]

Attest: _____ _____
(If Entity is a Corporation)

_____
Address

ACCEPTED this _____ day of _____ 20___, on behalf of the Company.

By: _____
Jeffrey Peterson, Chairman

INVESTOR QUESTIONNAIRE

Instructions: Check all boxes below which correctly describe you.

☐ You are (i) a bank, as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), (ii) a savings and loan association or other institution, as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in an individual or fiduciary capacity, (iii) a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (iv) an insurance company as defined in Section 2(13) of the Securities Act, (v) an investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act"), (vi) a business development company as defined in Section 2(a)(48) of the Investment Company Act, (vii) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the Small Business Investment Act of 1958, as amended, (viii) a plan established and maintained by a state, its political subdivisions, or an agency or instrumentality of a state or its political subdivisions, for the benefit of its employees and you have total assets in excess of $5,000,000, or (ix) an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and (1) the decision that you shall subscribe for and purchase the Notes, is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, (2) you have total assets in excess of $5,000,000 and the decision that you shall subscribe for and purchase the Notes is made solely by persons or entities that are accredited investors, as defined in Rule 501 of Regulation D promulgated under the Securities Act ("Regulation D") or (3) you are a self-directed plan and the decision that you shall subscribe for and purchase the Notes is made solely by persons or entities that are accredited investors.

☐ You are a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended.

☐ You are an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), a corporation, Massachusetts or similar business trust or a partnership, in each case not formed for the specific purpose of making an investment in the Notes and with total assets in excess of $5,000,000.

☐ You are a director or executive officer of the Company.

☐ You are a natural person whose individual net worth, or joint net worth with your spouse, exceeds $1,000,000 (excluding the value of your primary residence) at the time of your subscription for and purchase of the Notes.

☐ You are a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with your spouse in excess of $300,000 in each of the two most recent years, and who has a reasonable expectation of reaching the same income level in the current year.

☐ You are a trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Notes, whose subscription for and purchase of the Notes is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D.

☐ You are an entity in which all of the equity owners are persons or entities described in one of the preceding paragraphs.

The undersigned hereby represents and warrants that all of its answers to this Investor Questionnaire are true as of the date of its execution of the Subscription Agreement pursuant to which it purchased Notes of the Company.

Name of Purchaser [please print]	Name of Co-Purchaser [please print]
Signature of Purchaser (Entities please provide signature of Purchaser's duly authorized signatory.)	Signature of Co-Purchaser
Name of Signatory (Entities only)	
Title of Signatory (Entities only)	

VERIFICATION OF INVESTMENT ADVISOR/BROKER

I state that I am familiar with the financial affairs and investment objectives of the investor named above and reasonably believe that a purchase of the Securities is a suitable investment for this investor and that the investor, either individually or together with his or her purchaser representative, understands the terms of an is able to evaluate the merits of this Offering. I acknowledge:

(a) that I have reviewed the Memorandum, Subscription Agreement and forms of securities presented to me, and attachments (if any) thereto;

(b) that the Subscription Agreement and attachments thereto have been fully completed and executed by the appropriate party; and

(c) that the subscription will be deemed received by the Company upon acceptance of the Subscription Agreement.

Broker/Dealer

_____
(Name of Broker/Dealer)

_____
(Street Address of Broker/Dealer Office)

_____
(City of Broker/Dealer Office) (State) (Zip)

(___) _____-_____
(Telephone Number of Broker/Dealer Office)

(___) _____-_____
(Fax Number of Broker/Dealer Office)

Account Executive

_____
(Signature)

_____
(Print Name)

_____
(Representative I.D. Number)

_____
(Date)

_____
(E-mail Address of Account Executive)

THIS NOTE HAS NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED OR DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER ANY APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO COUNSEL TO THE COMPANY THAT AN EXEMPTION FROM REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS AVAILABLE.

THIS NOTE IS ONE OF A SERIES OF NOTES OF THE SAME TERMS AND TENOR THAT MAY BE ISSUED BY MAKER UP TO AN AGGREGATE OF $3,000,000.

LOANGO CORPORATION

18% ONE-YEAR PROMISSORY NOTE (the "Note")

$_____ _____, 20__

FOR VALUE RECEIVED, the undersigned maker, **LoanGo Corporation**, a Utah corporation (the "Maker"), promises to pay to the order of _____ (the "Holder"), the principal sum of _____ Dollars and Zero Cents ($_____) in payments of simple, non-compounded interest only of 18% per annum of the principal balance payable in arrears commencing 60 days from the date hereof, with all interest only payments paid on a monthly basis thereafter and with all principal and accrued but unpaid interest due one year from the date hereof. The Maker will pay all payments due pursuant to this Note to Holder at _____ or at such other place as Holder may designate in writing.

Maker will be in default if any of the following happens: (a) Maker fails to make any payment within ten (10) days of when due or (b) Maker fails to perform at the time and in the manner provided in this Note or any agreement related to this Note.

Upon default, Holder may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Maker will pay that amount. Upon default, including failure to pay any payment within twenty (20) days of when due or upon the final maturity, whichever occurs first, Holder, at its option, may also if permitted under applicable law, do one or both of the following: (a) increase the interest rate on this Note to 24%, and (b) add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). If Maker is in default, Maker also will pay reasonable costs and expenses of collection including, subject to any limits under applicable law, Holder's reasonable attorney's fees and legal expenses whether or not there is a lawsuit. If not prohibited by applicable law, Maker also will pay any court costs, in addition to all other sums provided by law. This Note shall be senior to the Maker's common and preferred stock.

No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right and/or remedy as to any future occasion. Maker and all persons now or hereafter becoming obligated or liable for the payment hereof do jointly and severally waive demand, notice of non-payment, protest, notice of dishonor and presentment. No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment or other indulgences granted from time to time, shall be construed as a novation of this Note or as a waiver of such right of acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this Note or to prevent the exercise of such right of acceleration or any other right granted hereunder or by applicable law.

No Maker intends or expects to pay, nor does Holder intend or expect to charge, collect or accept, any interest greater than the highest legal rate of interest which may be charged under any applicable law. Should the acceleration hereof or any charges made hereunder result in the computation or earning of interest in excess of such legal rate, any and all such excess shall be and the same is hereby waived by Holder, and any such excess shall be credited by Holder to the principal balance hereof.

This Note shall be construed and enforced according to the laws of the State of Arizona excluding all principles of choice of laws, conflict of laws or comity. Each person now or hereafter becoming obligated for the payment of the indebtedness evidenced hereby consents to personal jurisdiction and venue in Maricopa County, Arizona, in the event of any litigation in any way arising out of this Note, or any property given as security for the amounts evidenced by this Note.

This Note shall be binding on the successors and assigns of Maker. Maker may not assign this Note without the written consent of Holder. This Note shall inure to the benefit of the Holder's successors, assigns, heirs or personal representatives. The term "Holder" used herein shall include any future holder of this Note. The terms of this Note may not be changed orally.

In the case of any dispute or breach concerning or arising from any part of this Note its enforcement or its effect, the parties agree to mandatory binding arbitration administered by the American Arbitration Association (AAA) pursuant to its rules. The venue for the arbitration shall be Phoenix, Arizona. The costs of arbitration shall be borne by the losing party. Attorney costs shall be borne by the respective parties. The final decision of the arbitrator shall be rendered in writing and is to be final and binding upon the Parties, without appeal; provided that a party may seek enforcement of the award in an appropriate court in the State of Arizona.

Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

MAKER:

LOANGO CORPORATION,
a Utah corporation

By: _____
Jeffrey Peterson, Chairman

THIS NOTE HAS NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED OR DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER ANY APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO COUNSEL TO THE COMPANY THAT AN EXEMPTION FROM REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS AVAILABLE.

THIS NOTE IS ONE OF A SERIES OF NOTES OF THE SAME TERMS AND TENOR THAT MAY BE ISSUED BY MAKER UP TO AN AGGREGATE OF $3,000,000.

LOANGO CORPORATION

24% TWO-YEAR PROMISSORY NOTE (the "Note")

$_____ _____, 20__

FOR VALUE RECEIVED, the undersigned maker, **LoanGo Corporation**, a Utah corporation (the "Maker"), promises to pay to the order of _____ (the "Holder"), the principal sum of _____ Dollars and Zero Cents ($_____) in payments of simple, non-compounded interest only of 24% per annum of the principal balance payable in arrears commencing 60 days from the date hereof, with all interest only payments paid on a monthly basis thereafter and with all principal and accrued but unpaid interest due two years from the date hereof. The Maker will pay all payments due pursuant to this Note to Holder at _____ or at such other place as Holder may designate in writing.

Maker will be in default if any of the following happens: (a) Maker fails to make any payment within ten (10) days of when due or (b) Maker fails to perform at the time and in the manner provided in this Note or any agreement related to this Note.

Upon default, Holder may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Maker will pay that amount. Upon default, including failure to pay any payment within twenty (20) days of when due or upon the final maturity, whichever occurs first, Holder, at its option, may also if permitted under applicable law, add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note. If Maker is in default, Maker also will pay reasonable costs and expenses of collection including, subject to any limits under applicable law, Holder's reasonable attorney's fees and legal expenses whether or not there is a lawsuit. If not prohibited by applicable law, Maker also will pay any court costs, in addition to all other sums provided by law. This Note shall be senior to the Maker's common and preferred stock.

No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right and/or remedy as to any future occasion. Maker and all persons now or hereafter becoming obligated or liable for the payment hereof do jointly and severally waive demand, notice of non-payment, protest, notice of dishonor and presentment. No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment or other indulgences granted from time to time, shall be construed as a novation of this Note or as a waiver of such right of acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this Note or to prevent the exercise of such right of acceleration or any other right granted hereunder or by applicable law.

No Maker intends or expects to pay, nor does Holder intend or expect to charge, collect or accept, any interest greater than the highest legal rate of interest which may be charged under any applicable law. Should the acceleration hereof or any charges made hereunder result in the computation or earning of interest in excess of such legal rate, any and all such excess shall be and the same is hereby waived by Holder, and any such excess shall be credited by Holder to the principal balance hereof.

This Note shall be construed and enforced according to the laws of the State of Arizona excluding all principles of choice of laws, conflict of laws or comity. Each person now or hereafter becoming obligated for the payment of the indebtedness evidenced hereby consents to personal jurisdiction and venue in Maricopa County, Arizona, in the event of any litigation in any way arising out of this Note, or any property given as security for the amounts evidenced by this Note.

This Note shall be binding on the successors and assigns of Maker. Maker may not assign this Note without the written consent of Holder. This Note shall inure to the benefit of the Holder's successors, assigns, heirs or personal representatives. The term "Holder" used herein shall include any future holder of this Note. The terms of this Note may not be changed orally.

In the case of any dispute or breach concerning or arising from any part of this Note its enforcement or its effect, the parties agree to mandatory binding arbitration administered by the American Arbitration Association (AAA) pursuant to its rules. The venue for the arbitration shall be Phoenix, Arizona. The costs of arbitration shall be borne by the losing party. Attorney costs shall be borne by the respective parties. The final decision of the arbitrator shall be rendered in writing and is to be final and binding upon the Parties, without appeal; provided that a party may seek enforcement of the award in an appropriate court in the State of Arizona.

Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

MAKER:

LOANGO CORPORATION,
a Utah corporation

By: _____
Jeffrey Peterson, Chairman

NAME OF SUBSCRIBER: Robin Erickson SUBSCRIPTION AMOUNT: $ 30,000

To: LoanGo Corporation
[redacted]
Utah [redacted]

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is being delivered to you in connection with your investment in the Notes of LoanGo Corporation (the "Company"). No funds received in the Offering will be escrowed.

1. Subscription and Purchase Price

(a) Subscription. Subject to the conditions set forth in Section 2 hereof, the undersigned hereby subscribes for and agrees to purchase $ 30,000 face amount of one-year/two-year (circle one) Notes.

(b) Purchase of Notes. The undersigned understands and acknowledges that the purchase price shall be remitted in exchange for the Notes, simultaneous with the delivery of this Subscription Agreement, as set forth below (the "Aggregate Purchase Price"). The undersigned understands and agrees that, subject to Section 2 and applicable laws, by executing this Agreement, he, she or it is entering into a binding agreement.

2. Acceptance, Offering Term and Closing Procedures

Acceptance or Rejection. The obligation of the undersigned to purchase the Notes shall be irrevocable, and the undersigned shall be legally bound to purchase the Notes subject to the terms set forth in this Agreement. The undersigned understands and agrees that the Company reserves the right to reject this subscription for the Notes in whole or part in any order at any time prior to the closing (the "Closing") of the purchase and sale of the Notes. If, in the event of rejection of this subscription by the Company in accordance with this Section 2, or the sale of the Notes is not consummated for any reason, this Agreement and any other agreement entered into between the undersigned and the Company relating to this subscription shall thereafter have no force or effect, and the Company shall promptly return the purchase price without interest thereon or deduction therefrom.

3. Investor's Representations and Warranties

The undersigned hereby acknowledges, agrees with and represents and warrants to the Company and its affiliates, as follows:

(a) The undersigned has full power and authority to enter into this Agreement, the execution and delivery of which has been duly authorized, if applicable, and this Agreement constitutes a valid and legally binding obligation of the undersigned.

(b) The undersigned acknowledges his, her or its understanding that the Offering and sale of the Notes is intended to be exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), by virtue of Section 4(2) of the Securities Act and the provisions of Regulation D promulgated thereunder ("Regulation D"). In furtherance thereof, the undersigned represents and warrants to the Company and its affiliates as follows:

(i) The undersigned realizes that the basis for the exemption from registration may not be available if, notwithstanding the undersigned's representations

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contained herein, the undersigned is merely acquiring the Notes for resale rather than investment;

(ii) The undersigned is acquiring the Notes solely for the undersigned's own beneficial account, for investment purposes, and not with view to, or resale in connection with, any distribution of the Notes;

(iii) The undersigned;

(a) Has the financial ability to bear the economic risk of his, her or its investment, and has adequate means for providing for current needs and contingencies;

(b) Has no need for liquidity with respect to the investment in the company; and

(c) Understands that interest will not be paid on the Note for 60 days from the date of purchase;

(iv) The undersigned and the undersigned's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, "Advisors"), have received the Memorandum, together with all appendices thereto (as such documents may be amended or supplemented, the "Memorandum"), relating to the private placement by the Company of the Notes, and all other documents requested by the undersigned or Advisors, if any, have carefully reviewed them and understand the information contained therein, prior to the execution of this Agreement; and

(v) The undersigned (together with his, her or its Advisors, if any) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the prospective investment in the Notes. If other than an individual, the undersigned also represents it has not been organized solely for the purpose of acquiring the Notes.

(c) The information in the Investor Questionnaire (attached) completed and executed by the undersigned (the "Investor Questionnaire") is true and accurate in all respects, and the undersigned is an "accredited investor," as that term is defined in Rule 501(a) of Regulation D.

(d) The undersigned (and his, her or its Advisors, if any) has been furnished with a copy of the Memorandum.

(e) The undersigned has relied on the advice of, or has consulted with, only his, her or its Advisors. Each Advisor, if any, is capable of evaluating the merits and risks of an investment in the Notes as such are described in the Memorandum, and each Advisor, if any, has disclosed to the undersigned in writing (a copy of which is annexed to this Agreement) the specific details of any and all past, present or future relationships, actual or contemplated, between the Advisor and the Company or any affiliate thereof.

(f) The undersigned represents, warrants and agrees that he, she or it will not sell or otherwise transfer the Notes without registration under the Securities Act or an exemption therefrom, and fully understands and agrees that the undersigned must bear the economic risk of his, her or its purchase because, among other reasons, the Notes have not been registered under the Securities Act or under the securities laws of any state and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws

of such states, or an exemption from such registration is available. In particular, the undersigned is aware that the Notes are "restricted securities," as such term is defined in Rule 144 promulgated under the Securities Act ("Rule 144"), and they may not be sold pursuant to Rule 144 unless all of the conditions of Rule 144 are met. The undersigned also understands that, except as otherwise provided in Section 5 hereof, the Company is under no obligation to register the Notes on his, her or its behalf or to assist them in complying with any exemption from registration under the Securities Act or applicable state securities laws. The undersigned understands that any sales or transfers of the Notes are further restricted by state securities laws.

(g) No representations or warranties have been made to the undersigned by the Company, other than any representations of the Company contained herein and in the Memorandum, and in subscribing for the Notes the undersigned is not relying upon any representations other than those contained herein or in the Memorandum.

(h) The undersigned understands and acknowledges that his, her or its purchase of the Notes is a speculative investment that involves a high degree of risk and the potential loss of their entire investment and has carefully read and considered the matters set forth in the Memorandum and in particular the matters under the caption "Special Note Regarding Forward-Looking Statements" and "Risk Factors" therein.

(i) The undersigned's overall commitment to investments that are not readily marketable is not disproportionate to the undersigned's net worth, and an investment in the Notes will not cause such overall commitment to become excessive.

(j) The undersigned understands and agrees that the certificates for the Notes shall bear substantially the following legend until (i) such Notes shall have been registered under the Securities Act and effectively disposed of in accordance with a registration statement that has been declared effective or (ii) in the opinion of counsel for the Company such Notes may be sold without registration under the Securities Act, as well as any applicable "blue sky" or state securities laws:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS. SUCH SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES AND MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FILED BY THE ISSUER WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION COVERING SUCH SECURITIES UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED.

(k) Neither the U.S. Securities and Exchange Commission (the "SEC") nor any state securities commission has approved the Notes or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the Memorandum. The Memorandum has not been reviewed by any Federal, state or other regulatory authority.

(l) The undersigned and his, her or its Advisors, if any, have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Company concerning the Offering of the Notes and the business, financial condition, results of operations and prospects of the Company, and all such questions have been answered to the full satisfaction of the undersigned and his, her or its Advisors, if any.

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(m) The undersigned is unaware of, is in no way relying on, and did not become aware of the Offering of the Notes through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the Internet, in connection with the Offering and sale of the Notes and is not subscribing for Notes and did not become aware of the Offering of the Notes through or as a result of any seminar or meeting to which the undersigned was invited by, or any solicitation of a subscription by, a person not previously known to the undersigned in connection with investments in securities generally.

(n) The undersigned has taken no action which would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Agreement or the transactions contemplated hereby (other than commissions to be paid by the Company or as otherwise described in the Memorandum).

(o) The undersigned is not relying on the Company with respect to the legal, tax, economic and related considerations of an investment in the Notes, and the undersigned has relied on the advice of, or has consulted with, only his, her or its own Advisors.

(p) The undersigned acknowledges that any estimates or forward-looking statements or projections provided to the undersigned were prepared by the management of the Company in good faith, but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed by the Company or its management and should not be relied upon.

(q) No oral or written representations have been made, or oral or written information furnished, to the undersigned or his, her or its Advisors, if any, in connection with the Offering of the Notes which are in any way inconsistent with the information contained in the Memorandum.

(r) (For ERISA plans only) The fiduciary of the ERISA plan (the "Plan") represents that such fiduciary has been informed of and understands the Company's investment objectives, policies and strategies, and that the decision to invest "plan assets" (as such term is defined in ERISA) in the Company is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities. The Subscriber or Plan fiduciary (a) is responsible for the decision to invest in the Company; (b) is independent of the Company and any of its affiliates; (c) is qualified to make such investment decision; and (d) in making such decision, the Subscriber or Plan fiduciary has not relied primarily on any advice or recommendation of the Company or any of its affiliates.

(s) The foregoing representations, warranties and agreements shall survive the Closing.

4. The Company's Representations and Warranties

The Company hereby acknowledges, agrees with and represents and warrants to each of the undersigned, as follows:

(a) The Company has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Company and is valid, binding and enforceable against the Company in accordance with its terms.

(b) The Notes to be issued to the undersigned pursuant to this Agreement, when issued and delivered in accordance with the terms of this Agreement, will be duly and validly issued.

(c) Neither the execution and delivery nor the performance of this Agreement by the Company will conflict with the Company's Articles of Incorporation or By-laws, as amended to date, or result in a breach of any terms or provisions of, or constitute a default under, any material contract, agreement or instrument to which the Company is a party or by which the Company is bound.

5. Conditions to Acceptance of Subscription

The Company's right to accept the subscription of the undersigned is conditioned upon satisfaction of the following conditions precedent on or before the date the Company accepts such subscription (any or all of which may be waived by the undersigned in his, her or its sole discretion):

(a) No legal action, suit or proceeding shall be pending which seeks to restrain or prohibit the transactions contemplated by this Agreement.

(b) The representations and warranties of the Company contained in this Agreement shall have been true and correct on the date of this Agreement.

6. Notices to Subscribers

(a) THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

(b) THE NOTES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. SUBSCRIBERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

7. Miscellaneous Provisions

(a) Modification. Neither this Agreement, nor any provisions hereof, shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, modification, discharge or termination is sought.

(b) Survival. The undersigned's representations and warranties made in this Subscription Agreement shall survive the execution and delivery of this Agreement and the delivery of the Notes.

(c) Notices. Any party may send any notice, request, demand, claim or other communication hereunder to the undersigned at the address set forth on the signature page of this Agreement or to the Company at the address set forth above using any means (including personal delivery, expedited courier, messenger service, fax, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties written notice in the manner herein set forth.

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(d) Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their heirs, executors, administrators, successors, legal representatives and assigns. If the undersigned is more than one person or entity, the obligation of the undersigned shall be joint and several and the agreements, representations, warranties and acknowledgments contained herein shall be deemed to be made by, and be binding upon, each such person or entity and his or its heirs, executors, administrators, successors, legal representatives and assigns. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter thereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature among them.

(e) Arbitration. In the case of any dispute or breach concerning or arising from any part of the Private Placement Memorandum, its enforcement or its effect; or any part of this subscriber agreement, its enforcement or effect; the parties agree to mandatory binding arbitration administered by the American Arbitration Association (AAA) pursuant to its rules. The venue for the arbitration shall be Phoenix, Arizona. The costs of arbitration shall be borne by the losing party. Attorney costs shall be borne by the respective parties. The final decision of the arbitrator shall be rendered in writing and is to be final and binding upon the Parties, without appeal; provided that a party may seek enforcement of the award in an appropriate court in the State of Arizona.

(e) Assignability. This Agreement is not transferable or assignable by the undersigned. This Agreement shall be transferable or assignable by the Company to a proposed publicly-traded successor company.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to conflicts of law principles.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ALL SUBSCRIBERS MUST COMPLETE THIS PAGE

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the ____ day of _____ 20___.

Face amount of Notes subscribed for: _____

Check Box: One-Year Notes: ☒ Two-Year Notes: ☐

Manner in which Title is to be held (Please Check One):

1.	☒	Individual	7.	☐	Trust/Estate/Pension or Profit sharing Plan Date Opened:_____
2.	☐	Joint Tenants with Right of Survivorship	8.	☐	As a Custodian for _____ Under the Uniform Gift to Minors Act of the State of _____
3.	☐	Community Property	9.	☐	Married with Separate Property
4.	☐	Tenants in Common	10.	☐	Keogh
5.	☐	Corporation/Partnership/ Limited Liability Company	11.	☐	Tenants by the Entirety
6.	☐	IRA			

ALTERNATIVE DISTRIBUTION INFORMATION

To direct distribution to a party other than the registered owner, complete the information below. YOU MUST COMPLETE THIS SECTION IF THIS IS AN IRA INVESTMENT.

Name of Firm (Bank, Brokerage, Custodian): _____

Account Name: _____

Account Number: _____

Representative Name: _____

Representative Phone Number: _____

Address: _____

City, State, Zip: _____

IF MORE THAN ONE SUBSCRIBER, EACH SUBSCRIBER MUST SIGN.
INDIVIDUAL SUBSCRIBERS MUST COMPLETE THE NEXT PAGE.
SUBSCRIBERS WHICH ARE ENTITIES MUST COMPLETE THE PAGE THEREAFTER.

EXECUTION BY NATURAL PERSONS

Exact Name in Which Title is to be Held

Robin Erickson
Name (Please Print)

[redacted]
Residence: Number and Street

[redacted] WA [redacted]
City, State and Zip Code

[redacted]
Social Security Number

[redacted]
Telephone Number

Fax Number (if available)

E-Mail (if available)

(X) Robin Erickson
(Signature)

Name of Additional Purchaser

Address of Additional Purchaser

City, State and Zip Code

Social Security Number

Telephone Number

Fax Number (if available)

E-Mail (if available)

(Signature of Additional Purchaser)

ACCEPTED this 9 day of December 2011, on behalf of the Company.

By: _____
Jeffrey Peterson
Chairman

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EXECUTION BY SUBSCRIBER WHICH IS AN ENTITY
(Corporation, Partnership, LLC, Trust, Etc.)

_____
Name of Entity (Please Print)

Date of Incorporation or Organization: _____

State of Principal Office: _____

Federal Taxpayer Identification Number: _____

_____
Office Address

_____
City, State and Zip Code

_____
Telephone Number

_____
Fax Number (if available)

_____
E-Mail (if available)

By: _____
Name:
Title:

[seal]

Attest: _____ _____
(If Entity is a Corporation)

_____
Address

ACCEPTED this _____ day of _____ 20___, on behalf of the Company.

By: _____
Jeffrey Peterson, Chairman

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INVESTOR QUESTIONNAIRE

Instructions: Check all boxes below which correctly describe you.

☐ You are (i) a bank, as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), (ii) a savings and loan association or other institution, as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in an individual or fiduciary capacity, (iii) a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (iv) an insurance company as defined in Section 2(13) of the Securities Act, (v) an investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act"), (vi) a business development company as defined in Section 2(a)(48) of the Investment Company Act, (vii) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the Small Business Investment Act of 1958, as amended, (viii) a plan established and maintained by a state, its political subdivisions, or an agency or instrumentality of a state or its political subdivisions, for the benefit of its employees and you have total assets in excess of $5,000,000, or (ix) an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and (1) the decision that you shall subscribe for and purchase the Notes, is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, (2) you have total assets in excess of $5,000,000 and the decision that you shall subscribe for and purchase the Notes is made solely by persons or entities that are accredited investors, as defined in Rule 501 of Regulation D promulgated under the Securities Act ("Regulation D") or (3) you are a self-directed plan and the decision that you shall subscribe for and purchase the Notes is made solely by persons or entities that are accredited investors.

☐ You are a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended.

☐ You are an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), a corporation, Massachusetts or similar business trust or a partnership, in each case not formed for the specific purpose of making an investment in the Notes and with total assets in excess of $5,000,000.

☐ You are a director or executive officer of the Company.

☒ You are a natural person whose individual net worth, or joint net worth with your spouse, exceeds $1,000,000 (excluding the value of your primary residence) at the time of your subscription for and purchase of the Notes.

☐ You are a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with your spouse in excess of $300,000 in each of the two most recent years, and who has a reasonable expectation of reaching the same income level in the current year.

☐ You are a trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Notes, whose subscription for and purchase of the Notes is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D.

☐ You are an entity in which all of the equity owners are persons or entities described in one of the preceding paragraphs.

The undersigned hereby represents and warrants that all of its answers to this Investor Questionnaire are true as of the date of its execution of the Subscription Agreement pursuant to which it purchased Notes of the Company.

Robin Erickson
Name of Purchaser [please print]

Name of Co-Purchaser [please print]

(X) Robin Erickson
Signature of Purchaser (Entities please provide signature of Purchaser's duly authorized signatory.)

Signature of Co-Purchaser

Name of Signatory (Entities only)

Title of Signatory (Entities only)

VERIFICATION OF INVESTMENT ADVISOR/BROKER

I state that I am familiar with the financial affairs and investment objectives of the investor named above and reasonably believe that a purchase of the Securities is a suitable investment for this investor and that the investor, either individually or together with his or her purchaser representative, understands the terms of an is able to evaluate the merits of this Offering. I acknowledge:

(a) that I have reviewed the Memorandum, Subscription Agreement and forms of securities presented to me, and attachments (if any) thereto;

(b) that the Subscription Agreement and attachments thereto have been fully completed and executed by the appropriate party; and

(c) that the subscription will be deemed received by the Company upon acceptance of the Subscription Agreement.

Broker/Dealer	Account Executive
_____ (Name of Broker/Dealer)	_____ (Signature)
_____ (Street Address of Broker/Dealer Office)	_____ (Print Name)
_____ (City of Broker/Dealer Office) (State) (Zip)	_____ (Representative I.D. Number)
(___) _____-_____ (Telephone Number of Broker/Dealer Office)	_____ (Date)
(___) _____-_____ (Fax Number of Broker/Dealer Office)	_____ (E-mail Address of Account Executive)

THIS NOTE HAS NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED OR DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER ANY APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO COUNSEL TO THE COMPANY THAT AN EXEMPTION FROM REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS AVAILABLE.

THIS NOTE IS ONE OF A SERIES OF NOTES OF THE SAME TERMS AND TENOR THAT MAY BE ISSUED BY MAKER UP TO AN AGGREGATE OF $3,000,000.

LOANGO CORPORATION

18% ONE-YEAR PROMISSORY NOTE (the "Note")

$30,000 Dec. 9th, 2011

FOR VALUE RECEIVED, the undersigned maker, **LoanGo Corporation**, a Utah corporation (the "Maker"), promises to pay to the order of Robin Erickson (the "Holder"), the principal sum of Thirty Thousand Dollars and Zero Cents ($30,000) in payments of simple, non-compounded interest only of 18% per annum of the principal balance payable in arrears commencing 60 days from the date hereof, with all interest only payments paid on a monthly basis thereafter and with all principal and accrued but unpaid interest due one year from the date hereof. The Maker will pay all payments due pursuant to this Note to Holder at [redacted], WA [redacted] or at such other place as Holder may designate in writing.

Maker will be in default if any of the following happens: (a) Maker fails to make any payment within ten (10) days of when due or (b) Maker fails to perform at the time and in the manner provided in this Note or any agreement related to this Note.

Upon default, Holder may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Maker will pay that amount. Upon default, including failure to pay any payment within twenty (20) days of when due or upon the final maturity, whichever occurs first, Holder, at its option, may also if permitted under applicable law, do one or both of the following: (a) increase the interest rate on this Note to 24%, and (b) add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). If Maker is in default, Maker also will pay reasonable costs and expenses of collection including, subject to any limits under applicable law, Holder's reasonable attorney's fees and legal expenses whether or not there is a lawsuit. If not prohibited by applicable law, Maker also will pay any court costs, in addition to all other sums provided by law. This Note shall be senior to the Maker's common and preferred stock.

No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right and/or remedy as to any future occasion. Maker and all persons now or hereafter becoming obligated or liable for the payment hereof do jointly and severally waive demand, notice of non-payment, protest, notice of dishonor and presentment. No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment or other indulgences granted from time to time, shall be construed as a novation of this Note or as a waiver of such right of acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this Note or to prevent the exercise of such right of acceleration or any other right granted hereunder or by applicable law.

No Maker intends or expects to pay, nor does Holder intend or expect to charge, collect or accept, any interest greater than the highest legal rate of interest which may be charged under any applicable law. Should the acceleration hereof or any charges made hereunder result in the computation or earning of interest in excess of such legal rate, any and all such excess shall be and the same is hereby waived by Holder, and any such excess shall be credited by Holder to the principal balance hereof.

This Note shall be construed and enforced according to the laws of the State of Arizona excluding all principles of choice of laws, conflict of laws or comity. Each person now or hereafter becoming obligated for the payment of the indebtedness evidenced hereby consents to personal jurisdiction and venue in Maricopa County, Arizona, in the event of any litigation in any way arising out of this Note, or any property given as security for the amounts evidenced by this Note.

This Note shall be binding on the successors and assigns of Maker. Maker may not assign this Note without the written consent of Holder. This Note shall inure to the benefit of the Holder's successors, assigns, heirs or personal representatives. The term "Holder" used herein shall include any future holder of this Note. The terms of this Note may not be changed orally.

In the case of any dispute or breach concerning or arising from any part of this Note its enforcement or its effect, the parties agree to mandatory binding arbitration administered by the American Arbitration Association (AAA) pursuant to its rules. The venue for the arbitration shall be Phoenix, Arizona. The costs of arbitration shall be borne by the losing party. Attorney costs shall be borne by the respective parties. The final decision of the arbitrator shall be rendered in writing and is to be final and binding upon the Parties, without appeal; provided that a party may seek enforcement of the award in an appropriate court in the State of Arizona.

Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

MAKER:

LOANGO CORPORATION,
a Utah corporation

By: _____
Jeffrey Peterson, Chairman

THIS NOTE HAS NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED OR DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER ANY APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO COUNSEL TO THE COMPANY THAT AN EXEMPTION FROM REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS AVAILABLE.

THIS NOTE IS ONE OF A SERIES OF NOTES OF THE SAME TERMS AND TENOR THAT MAY BE ISSUED BY MAKER UP TO AN AGGREGATE OF $3,000,000.

LOANGO CORPORATION

18% ONE-YEAR PROMISSORY NOTE (the "Note")

$30,000 _____, 20__

FOR VALUE RECEIVED, the undersigned maker, **LoanGo Corporation**, a Utah corporation (the "Maker"), promises to pay to the order of _____ (the "Holder"), the principal sum of Thirty Thousand Dollars and Zero Cents ($30,000) in payments of simple, non-compounded interest only of 18% per annum of the principal balance payable in arrears commencing 60 days from the date hereof, with all interest only payments paid on a monthly basis thereafter and with all principal and accrued but unpaid interest due one year from the date hereof. The Maker will pay all payments due pursuant to this Note to Holder at _____ or at such other place as Holder may designate in writing.

Maker will be in default if any of the following happens: (a) Maker fails to make any payment within ten (10) days of when due or (b) Maker fails to perform at the time and in the manner provided in this Note or any agreement related to this Note.

Upon default, Holder may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Maker will pay that amount. Upon default, including failure to pay any payment within twenty (20) days of when due or upon the final maturity, whichever occurs first, Holder, at its option, may also if permitted under applicable law, do one or both of the following: (a) increase the interest rate on this Note to 24%, and (b) add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). If Maker is in default, Maker also will pay reasonable costs and expenses of collection including, subject to any limits under applicable law, Holder's reasonable attorney's fees and legal expenses whether or not there is a lawsuit. If not prohibited by applicable law, Maker also will pay any court costs, in addition to all other sums provided by law. This Note shall be senior to the Maker's common and preferred stock.

No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right and/or remedy as to any future occasion. Maker and all persons now or hereafter becoming obligated or liable for the payment hereof do jointly and severally waive demand, notice of non-payment, protest, notice of dishonor and presentment. No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment or other indulgences granted from time to time, shall be construed as a novation of this Note or as a waiver of such right of acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this Note or to prevent the exercise of such right of acceleration or any other right granted hereunder or by applicable law.

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ADMITTED

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FILE #8480

No Maker intends or expects to pay, nor does Holder intend or expect to charge, collect or accept, any interest greater than the highest legal rate of interest which may be charged under any applicable law. Should the acceleration hereof or any charges made hereunder result in the computation or earning of interest in excess of such legal rate, any and all such excess shall be and the same is hereby waived by Holder, and any such excess shall be credited by Holder to the principal balance hereof.

This Note shall be construed and enforced according to the laws of the State of Arizona excluding all principles of choice of laws, conflict of laws or comity. Each person now or hereafter becoming obligated for the payment of the indebtedness evidenced hereby consents to personal jurisdiction and venue in Maricopa County, Arizona, in the event of any litigation in any way arising out of this Note, or any property given as security for the amounts evidenced by this Note.

This Note shall be binding on the successors and assigns of Maker. Maker may not assign this Note without the written consent of Holder. This Note shall inure to the benefit of the Holder's successors, assigns, heirs or personal representatives. The term "Holder" used herein shall include any future holder of this Note. The terms of this Note may not be changed orally.

In the case of any dispute or breach concerning or arising from any part of this Note its enforcement or its effect, the parties agree to mandatory binding arbitration administered by the American Arbitration Association (AAA) pursuant to its rules. The venue for the arbitration shall be Phoenix, Arizona. The costs of arbitration shall be borne by the losing party. Attorney costs shall be borne by the respective parties. The final decision of the arbitrator shall be rendered in writing and is to be final and binding upon the Parties, without appeal; provided that a party may seek enforcement of the award in an appropriate court in the State of Arizona.

Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

MAKER:

LOANGO CORPORATION,
a Utah corporation

By: _____
Jeffrey Peterson, Chairman

C BR	D BR	Run	Batch	Src Batch	Sequence	App	C/D	Serial	Transit	Account	Trancode
0	0	15	104	0	61650	1	D	11817	125106631	[redacted]4445	0

Amount	Pkt	Date
30,000.00	0	09/29/2011

MAURICE OR ROBIN ERICKSON 09-76 11817

[redacted] OR [redacted]

[redacted] WA [redacted]

98-563/1251

Sept. 27, 2011
DATE

PAY TO THE ORDER OF Loan Go $ 30,000.00

Thirty thousand and no/100 DOLLARS

Since 1958
PO Box 1048 Phone (360) 845-1100
Mount Vernon, WA 98273

Skagit State Bank

FOR

Robin Erickson

⑆125105631⑆ [redacted]4445⑈ 11817 ⑈0003000000⑈

SEP 28 2011

BANK OF AMERICA,NA TPE
1220006614 E3129 94 P05
09/28/11
3250151639

Deposited To The Account Of
Virginia Named Pr...
Bank of America, N.A.

FOR DEPOSIT ONLY

EXHIBIT
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ADMITTED

ACC000618
FILE #8480

NAME OF SUBSCRIBER: Patricia Rowley SUBSCRIPTION AMOUNT: $ 45,000

To: LoanGo Corporation
[redacted]
[redacted], Utah [redacted]

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is being delivered to you in connection with your investment in the Notes of LoanGo Corporation (the "Company"). No funds received in the Offering will be escrowed.

1. Subscription and Purchase Price

(a) Subscription. Subject to the conditions set forth in Section 2 hereof, the undersigned hereby subscribes for and agrees to purchase $45,000 face amount of one-year/two-year (circle one) Notes.

(b) Purchase of Notes. The undersigned understands and acknowledges that the purchase price shall be remitted in exchange for the Notes, simultaneous with the delivery of this Subscription Agreement, as set forth below (the "Aggregate Purchase Price"). The undersigned understands and agrees that, subject to Section 2 and applicable laws, by executing this Agreement, he, she or it is entering into a binding agreement.

2. Acceptance, Offering Term and Closing Procedures

Acceptance or Rejection. The obligation of the undersigned to purchase the Notes shall be irrevocable, and the undersigned shall be legally bound to purchase the Notes subject to the terms set forth in this Agreement. The undersigned understands and agrees that the Company reserves the right to reject this subscription for the Notes in whole or part in any order at any time prior to the closing (the "Closing") of the purchase and sale of the Notes. If, in the event of rejection of this subscription by the Company in accordance with this Section 2, or the sale of the Notes is not consummated for any reason, this Agreement and any other agreement entered into between the undersigned and the Company relating to this subscription shall thereafter have no force or effect, and the Company shall promptly return the purchase price without interest thereon or deduction therefrom.

3. Investor's Representations and Warranties

The undersigned hereby acknowledges, agrees with and represents and warrants to the Company and its affiliates, as follows:

(a) The undersigned has full power and authority to enter into this Agreement, the execution and delivery of which has been duly authorized, if applicable, and this Agreement constitutes a valid and legally binding obligation of the undersigned.

(b) The undersigned acknowledges his, her or its understanding that the Offering and sale of the Notes is intended to be exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), by virtue of Section 4(2) of the Securities Act and the provisions of Regulation D promulgated thereunder ("Regulation D"). In furtherance thereof, the undersigned represents and warrants to the Company and its affiliates as follows:

(i) The undersigned realizes that the basis for the exemption from registration may not be available if, notwithstanding the undersigned's representations

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contained herein, the undersigned is merely acquiring the Notes for resale rather than investment;

(ii) The undersigned is acquiring the Notes solely for the undersigned's own beneficial account, for investment purposes, and not with view to, or resale in connection with, any distribution of the Notes;

(iii) The undersigned;

(a) Has the financial ability to bear the economic risk of his, her or its investment, and has adequate means for providing for current needs and contingencies;

(b) Has no need for liquidity with respect to the investment in the company; and

(c) Understands that interest will not be paid on the Note for 60 days from the date of purchase;

(iv) The undersigned and the undersigned's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, "Advisors"), have received the Memorandum, together with all appendices thereto (as such documents may be amended or supplemented, the "Memorandum"), relating to the private placement by the Company of the Notes, and all other documents requested by the undersigned or Advisors, if any, have carefully reviewed them and understand the information contained therein, prior to the execution of this Agreement; and

(v) The undersigned (together with his, her or its Advisors, if any) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the prospective investment in the Notes. If other than an individual, the undersigned also represents it has not been organized solely for the purpose of acquiring the Notes.

(c) The information in the Investor Questionnaire (attached) completed and executed by the undersigned (the "Investor Questionnaire") is true and accurate in all respects, and the undersigned is an "accredited investor," as that term is defined in Rule 501(a) of Regulation D.

(d) The undersigned (and his, her or its Advisors, if any) has been furnished with a copy of the Memorandum.

(e) The undersigned has relied on the advice of, or has consulted with, only his, her or its Advisors. Each Advisor, if any, is capable of evaluating the merits and risks of an investment in the Notes as such are described in the Memorandum, and each Advisor, if any, has disclosed to the undersigned in writing (a copy of which is annexed to this Agreement) the specific details of any and all past, present or future relationships, actual or contemplated, between the Advisor and the Company or any affiliate thereof.

(f) The undersigned represents, warrants and agrees that he, she or it will not sell or otherwise transfer the Notes without registration under the Securities Act or an exemption therefrom, and fully understands and agrees that the undersigned must bear the economic risk of his, her or its purchase because, among other reasons, the Notes have not been registered under the Securities Act or under the securities laws of any state and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws

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of such states, or an exemption from such registration is available. In particular, the undersigned is aware that the Notes are "restricted securities," as such term is defined in Rule 144 promulgated under the Securities Act ("Rule 144"), and they may not be sold pursuant to Rule 144 unless all of the conditions of Rule 144 are met. The undersigned also understands that, except as otherwise provided in Section 5 hereof, the Company is under no obligation to register the Notes on his, her or its behalf or to assist them in complying with any exemption from registration under the Securities Act or applicable state securities laws. The undersigned understands that any sales or transfers of the Notes are further restricted by state securities laws.

(g) No representations or warranties have been made to the undersigned by the Company, other than any representations of the Company contained herein and in the Memorandum, and in subscribing for the Notes the undersigned is not relying upon any representations other than those contained herein or in the Memorandum.

(h) The undersigned understands and acknowledges that his, her or its purchase of the Notes is a speculative investment that involves a high degree of risk and the potential loss of their entire investment and has carefully read and considered the matters set forth in the Memorandum and in particular the matters under the caption "Special Note Regarding Forward-Looking Statements" and "Risk Factors" therein.

(i) The undersigned's overall commitment to investments that are not readily marketable is not disproportionate to the undersigned's net worth, and an investment in the Notes will not cause such overall commitment to become excessive.

(j) The undersigned understands and agrees that the certificates for the Notes shall bear substantially the following legend until (i) such Notes shall have been registered under the Securities Act and effectively disposed of in accordance with a registration statement that has been declared effective or (ii) in the opinion of counsel for the Company such Notes may be sold without registration under the Securities Act, as well as any applicable "blue sky" or state securities laws:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS. SUCH SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES AND MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FILED BY THE ISSUER WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION COVERING SUCH SECURITIES UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED.

(k) Neither the U.S. Securities and Exchange Commission (the "SEC") nor any state securities commission has approved the Notes or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the Memorandum. The Memorandum has not been reviewed by any Federal, state or other regulatory authority.

(l) The undersigned and his, her or its Advisors, if any, have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Company concerning the Offering of the Notes and the business, financial condition, results of operations and prospects of the Company, and all such questions have been answered to the full satisfaction of the undersigned and his, her or its Advisors, if any.

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(m) The undersigned is unaware of, is in no way relying on, and did not become aware of the Offering of the Notes through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the Internet, in connection with the Offering and sale of the Notes and is not subscribing for Notes and did not become aware of the Offering of the Notes through or as a result of any seminar or meeting to which the undersigned was invited by, or any solicitation of a subscription by, a person not previously known to the undersigned in connection with investments in securities generally.

(n) The undersigned has taken no action which would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Agreement or the transactions contemplated hereby (other than commissions to be paid by the Company or as otherwise described in the Memorandum).

(o) The undersigned is not relying on the Company with respect to the legal, tax, economic and related considerations of an investment in the Notes, and the undersigned has relied on the advice of, or has consulted with, only his, her or its own Advisors.

(p) The undersigned acknowledges that any estimates or forward-looking statements or projections provided to the undersigned were prepared by the management of the Company in good faith, but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed by the Company or its management and should not be relied upon.

(q) No oral or written representations have been made, or oral or written information furnished, to the undersigned or his, her or its Advisors, if any, in connection with the Offering of the Notes which are in any way inconsistent with the information contained in the Memorandum.

(r) (For ERISA plans only) The fiduciary of the ERISA plan (the "Plan") represents that such fiduciary has been informed of and understands the Company's investment objectives, policies and strategies, and that the decision to invest "plan assets" (as such term is defined in ERISA) in the Company is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities. The Subscriber or Plan fiduciary (a) is responsible for the decision to invest in the Company; (b) is independent of the Company and any of its affiliates; (c) is qualified to make such investment decision; and (d) in making such decision, the Subscriber or Plan fiduciary has not relied primarily on any advice or recommendation of the Company or any of its affiliates.

(s) The foregoing representations, warranties and agreements shall survive the Closing.

4. The Company's Representations and Warranties

The Company hereby acknowledges, agrees with and represents and warrants to each of the undersigned, as follows:

(a) The Company has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Company and is valid, binding and enforceable against the Company in accordance with its terms.

(b) The Notes to be issued to the undersigned pursuant to this Agreement, when issued and delivered in accordance with the terms of this Agreement, will be duly and validly issued.

(c) Neither the execution and delivery nor the performance of this Agreement by the Company will conflict with the Company's Articles of Incorporation or By-laws, as amended to date, or result in a breach of any terms or provisions of, or constitute a default under, any material contract, agreement or instrument to which the Company is a party or by which the Company is bound.

5. Conditions to Acceptance of Subscription

The Company's right to accept the subscription of the undersigned is conditioned upon satisfaction of the following conditions precedent on or before the date the Company accepts such subscription (any or all of which may be waived by the undersigned in his, her or its sole discretion):

(a) No legal action, suit or proceeding shall be pending which seeks to restrain or prohibit the transactions contemplated by this Agreement.

(b) The representations and warranties of the Company contained in this Agreement shall have been true and correct on the date of this Agreement.

6. Notices to Subscribers

(a) THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

(b) THE NOTES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. SUBSCRIBERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

7. Miscellaneous Provisions

(a) Modification. Neither this Agreement, nor any provisions hereof, shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, modification, discharge or termination is sought.

(b) Survival. The undersigned's representations and warranties made in this Subscription Agreement shall survive the execution and delivery of this Agreement and the delivery of the Notes.

(c) Notices. Any party may send any notice, request, demand, claim or other communication hereunder to the undersigned at the address set forth on the signature page of this Agreement or to the Company at the address set forth above using any means (including personal delivery, expedited courier, messenger service, fax, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties written notice in the manner herein set forth.

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(d) Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their heirs, executors, administrators, successors, legal representatives and assigns. If the undersigned is more than one person or entity, the obligation of the undersigned shall be joint and several and the agreements, representations, warranties and acknowledgments contained herein shall be deemed to be made by, and be binding upon, each such person or entity and his or its heirs, executors, administrators, successors, legal representatives and assigns. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter thereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature among them.

(e) Arbitration. In the case of any dispute or breach concerning or arising from any part of the Private Placement Memorandum, its enforcement or its effect; or any part of this subscriber agreement, its enforcement or effect; the parties agree to mandatory binding arbitration administered by the American Arbitration Association (AAA) pursuant to its rules. The venue for the arbitration shall be Phoenix, Arizona. The costs of arbitration shall be borne by the losing party. Attorney costs shall be borne by the respective parties. The final decision of the arbitrator shall be rendered in writing and is to be final and binding upon the Parties, without appeal; provided that a party may seek enforcement of the award in an appropriate court in the State of Arizona.

(e) Assignability. This Agreement is not transferable or assignable by the undersigned. This Agreement shall be transferable or assignable by the Company to a proposed publicly-traded successor company.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to conflicts of law principles.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ALL SUBSCRIBERS MUST COMPLETE THIS PAGE

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the ____ day of _____ 20___.

Face amount of Notes subscribed for: $45,000

Check Box: One-Year Notes: ☑ Two-Year Notes: ☐

Manner in which Title is to be held (Please Check One):

1.	☒	Individual	7.	☐	Trust/Estate/Pension or Profit sharing Plan Date Opened:_____
2.	☐	Joint Tenants with Right of Survivorship	8.	☐	As a Custodian for _____ Under the Uniform Gift to Minors Act of the State of _____
3.	☐	Community Property	9.	☐	Married with Separate Property
4.	☐	Tenants in Common	10.	☐	Keogh
5.	☐	Corporation/Partnership/ Limited Liability Company	11.	☐	Tenants by the Entirety
6.	☐	IRA			

ALTERNATIVE DISTRIBUTION INFORMATION

To direct distribution to a party other than the registered owner, complete the information below. YOU MUST COMPLETE THIS SECTION IF THIS IS AN IRA INVESTMENT.

Name of Firm (Bank, Brokerage, Custodian): _____

Account Name: _____

Account Number: _____

Representative Name: _____

Representative Phone Number: _____

Address: _____

City, State, Zip: _____

IF MORE THAN ONE SUBSCRIBER, EACH SUBSCRIBER MUST SIGN.
INDIVIDUAL SUBSCRIBERS MUST COMPLETE THE NEXT PAGE.
SUBSCRIBERS WHICH ARE ENTITIES MUST COMPLETE THE PAGE THEREAFTER.

EXECUTION BY NATURAL PERSONS

Patricia Ann Rowley

Exact Name in Which Title is to be Held

Patricia Ann Rowley

Name (Please Print) mail [redacted]

Name of Additional Purchaser

[redacted]

Residence: Number and Street

Address of Additional Purchaser

[redacted] Michigan [redacted]

City, State and Zip Code

City, State and Zip Code

[redacted]

Social Secu[redacted]

Social Security Number

cell

Till Nov. 11 [redacted]

Telephone Number

Telephone Number

n/a

Fax Number (if available)

Fax Number (if available)

E-Mail (if available)

E-Mail (if available)

(X) Patricia Ann Rowley

(Signature)

(Signature of Additional Purchaser)

ACCEPTED this 9 day of December 2011, on behalf of the Company.

By: [signature]

Jeffrey Peterson
Chairman

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EXECUTION BY SUBSCRIBER WHICH IS AN ENTITY
(Corporation, Partnership, LLC, Trust, Etc.)

_____
Name of Entity (Please Print)

Date of Incorporation or Organization: _____

State of Principal Office: _____

Federal Taxpayer Identification Number: _____

_____
Office Address

_____
City, State and Zip Code

_____
Telephone Number

_____
Fax Number (if available)

_____
E-Mail (if available)

By: _____
Name:
Title:

[seal]

Attest: _____ _____
(If Entity is a Corporation)

_____
Address

ACCEPTED this _____ day of _____ 20___, on behalf of the Company.

By: _____
Jeffrey Peterson, Chairman

INVESTOR QUESTIONNAIRE

Instructions: Check all boxes below which correctly describe you.

☐ You are (i) a bank, as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), (ii) a savings and loan association or other institution, as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in an individual or fiduciary capacity, (iii) a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (iv) an insurance company as defined in Section 2(13) of the Securities Act, (v) an investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act"), (vi) a business development company as defined in Section 2(a)(48) of the Investment Company Act, (vii) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the Small Business Investment Act of 1958, as amended, (viii) a plan established and maintained by a state, its political subdivisions, or an agency or instrumentality of a state or its political subdivisions, for the benefit of its employees and you have total assets in excess of $5,000,000, or (ix) an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and (1) the decision that you shall subscribe for and purchase the Notes, is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, (2) you have total assets in excess of $5,000,000 and the decision that you shall subscribe for and purchase the Notes is made solely by persons or entities that are accredited investors, as defined in Rule 501 of Regulation D promulgated under the Securities Act ("Regulation D") or (3) you are a self-directed plan and the decision that you shall subscribe for and purchase the Notes is made solely by persons or entities that are accredited investors.

☐ You are a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended.

☐ You are an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), a corporation, Massachusetts or similar business trust or a partnership, in each case not formed for the specific purpose of making an investment in the Notes and with total assets in excess of $5,000,000.

☐ You are a director or executive officer of the Company.

☒ You are a natural person whose individual net worth, or joint net worth with your spouse, exceeds $1,000,000 (excluding the value of your primary residence) at the time of your subscription for and purchase of the Notes.

☐ You are a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with your spouse in excess of $300,000 in each of the two most recent years, and who has a reasonable expectation of reaching the same income level in the current year.

☐ You are a trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Notes, whose subscription for and purchase of the Notes is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D.

☐ You are an entity in which all of the equity owners are persons or entities described in one of the preceding paragraphs.

The undersigned hereby represents and warrants that all of its answers to this Investor Questionnaire are true as of the date of its execution of the Subscription Agreement pursuant to which it purchased Notes of the Company.

Patricia Ann Rowley
Name of Purchaser [please print]

Name of Co-Purchaser [please print]

(X) Patricia Ann Rowley
Signature of Purchaser (Entities please provide signature of Purchaser's duly authorized signatory.)

Signature of Co-Purchaser

Name of Signatory (Entities only)

Title of Signatory (Entities only)

VERIFICATION OF INVESTMENT ADVISOR/BROKER

I state that I am familiar with the financial affairs and investment objectives of the investor named above and reasonably believe that a purchase of the Securities is a suitable investment for this investor and that the investor, either individually or together with his or her purchaser representative, understands the terms of an is able to evaluate the merits of this Offering. I acknowledge:

(a) that I have reviewed the Memorandum, Subscription Agreement and forms of securities presented to me, and attachments (if any) thereto;

(b) that the Subscription Agreement and attachments thereto have been fully completed and executed by the appropriate party; and

(c) that the subscription will be deemed received by the Company upon acceptance of the Subscription Agreement.

Broker/Dealer	Account Executive
_____	_____
(Name of Broker/Dealer)	(Signature)
_____	_____
(Street Address of Broker/Dealer Office)	(Print Name)
_____	_____
(City of Broker/Dealer Office) (State) (Zip)	(Representative I.D. Number)
(___) _____-_____	_____
(Telephone Number of Broker/Dealer Office)	(Date)
(___) _____-_____	_____
(Fax Number of Broker/Dealer Office)	(E-mail Address of Account Executive)

THIS NOTE HAS NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED OR DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER ANY APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO COUNSEL TO THE COMPANY THAT AN EXEMPTION FROM REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS AVAILABLE.

THIS NOTE IS ONE OF A SERIES OF NOTES OF THE SAME TERMS AND TENOR THAT MAY BE ISSUED BY MAKER UP TO AN AGGREGATE OF $3,000,000.

LOANGO CORPORATION

18% ONE-YEAR PROMISSORY NOTE (the "Note")

$45,000 _____, 20__

FOR VALUE RECEIVED, the undersigned maker, **LoanGo Corporation**, a Utah corporation (the "Maker"), promises to pay to the order of Patricia Ann Rowley (the "Holder"), the principal sum of Fourty Five Thousand Dollars and Zero Cents ($45,000) in payments of simple, non-compounded interest only of 18% per annum of the principal balance payable in arrears commencing 60 days from the date hereof, with all interest only payments paid on a monthly basis thereafter and with all principal and accrued but unpaid interest due one year from the date hereof. The Maker will pay all payments due pursuant to this Note to Holder at _____ or at such other place as Holder may designate in writing.

Maker will be in default if any of the following happens: (a) Maker fails to make any payment within ten (10) days of when due or (b) Maker fails to perform at the time and in the manner provided in this Note or any agreement related to this Note.

Upon default, Holder may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Maker will pay that amount. Upon default, including failure to pay any payment within twenty (20) days of when due or upon the final maturity, whichever occurs first, Holder, at its option, may also if permitted under applicable law, do one or both of the following: (a) increase the interest rate on this Note to 24%, and (b) add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). If Maker is in default, Maker also will pay reasonable costs and expenses of collection including, subject to any limits under applicable law, Holder's reasonable attorney's fees and legal expenses whether or not there is a lawsuit. If not prohibited by applicable law, Maker also will pay any court costs, in addition to all other sums provided by law. This Note shall be senior to the Maker's common and preferred stock.

No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right and/or remedy as to any future occasion. Maker and all persons now or hereafter becoming obligated or liable for the payment hereof do jointly and severally waive demand, notice of non-payment, protest, notice of dishonor and presentment. No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment or other indulgences granted from time to time, shall be construed as a novation of this Note or as a waiver of such right of acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this Note or to prevent the exercise of such right of acceleration or any other right granted hereunder or by applicable law.

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ADMITTED

No Maker intends or expects to pay, nor does Holder intend or expect to charge, collect or accept, any interest greater than the highest legal rate of interest which may be charged under any applicable law. Should the acceleration hereof or any charges made hereunder result in the computation or earning of interest in excess of such legal rate, any and all such excess shall be and the same is hereby waived by Holder, and any such excess shall be credited by Holder to the principal balance hereof.

This Note shall be construed and enforced according to the laws of the State of Arizona excluding all principles of choice of laws, conflict of laws or comity. Each person now or hereafter becoming obligated for the payment of the indebtedness evidenced hereby consents to personal jurisdiction and venue in Maricopa County, Arizona, in the event of any litigation in any way arising out of this Note, or any property given as security for the amounts evidenced by this Note.

This Note shall be binding on the successors and assigns of Maker. Maker may not assign this Note without the written consent of Holder. This Note shall inure to the benefit of the Holder's successors, assigns, heirs or personal representatives. The term "Holder" used herein shall include any future holder of this Note. The terms of this Note may not be changed orally.

In the case of any dispute or breach concerning or arising from any part of this Note its enforcement or its effect, the parties agree to mandatory binding arbitration administered by the American Arbitration Association (AAA) pursuant to its rules. The venue for the arbitration shall be Phoenix, Arizona. The costs of arbitration shall be borne by the losing party. Attorney costs shall be borne by the respective parties. The final decision of the arbitrator shall be rendered in writing and is to be final and binding upon the Parties, without appeal; provided that a party may seek enforcement of the award in an appropriate court in the State of Arizona.

Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

MAKER:

LOANGO CORPORATION,
a Utah corporation

By: _____
Jeffrey Peterson, Chairman

NAME OF SUBSCRIBER: Richard Goble SUBSCRIPTION AMOUNT: $ 25,000

To: LoanGo Corporation
[redacted]
[redacted] Utah [redacted]

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is being delivered to you in connection with your investment in the Notes of LoanGo Corporation (the "Company"). No funds received in the Offering will be escrowed.

1. Subscription and Purchase Price

(a) Subscription. Subject to the conditions set forth in Section 2 hereof, the undersigned hereby subscribes for and agrees to purchase $25,000 face amount of one-year/two-year (circle one) Notes.

(b) Purchase of Notes. The undersigned understands and acknowledges that the purchase price shall be remitted in exchange for the Notes, simultaneous with the delivery of this Subscription Agreement, as set forth below (the "Aggregate Purchase Price"). The undersigned understands and agrees that, subject to Section 2 and applicable laws, by executing this Agreement, he, she or it is entering into a binding agreement.

2. Acceptance, Offering Term and Closing Procedures

Acceptance or Rejection. The obligation of the undersigned to purchase the Notes shall be irrevocable, and the undersigned shall be legally bound to purchase the Notes subject to the terms set forth in this Agreement. The undersigned understands and agrees that the Company reserves the right to reject this subscription for the Notes in whole or part in any order at any time prior to the closing (the "Closing") of the purchase and sale of the Notes. If, in the event of rejection of this subscription by the Company in accordance with this Section 2, or the sale of the Notes is not consummated for any reason, this Agreement and any other agreement entered into between the undersigned and the Company relating to this subscription shall thereafter have no force or effect, and the Company shall promptly return the purchase price without interest thereon or deduction therefrom.

3. Investor's Representations and Warranties

The undersigned hereby acknowledges, agrees with and represents and warrants to the Company and its affiliates, as follows:

(a) The undersigned has full power and authority to enter into this Agreement, the execution and delivery of which has been duly authorized, if applicable, and this Agreement constitutes a valid and legally binding obligation of the undersigned.

(b) The undersigned acknowledges his, her or its understanding that the Offering and sale of the Notes is intended to be exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), by virtue of Section 4(2) of the Securities Act and the provisions of Regulation D promulgated thereunder ("Regulation D"). In furtherance thereof, the undersigned represents and warrants to the Company and its affiliates as follows:

(i) The undersigned realizes that the basis for the exemption from registration may not be available if, notwithstanding the undersigned's representations

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contained herein, the undersigned is merely acquiring the Notes for resale rather than investment;

(ii) The undersigned is acquiring the Notes solely for the undersigned's own beneficial account, for investment purposes, and not with view to, or resale in connection with, any distribution of the Notes;

(iii) The undersigned;

(a) Has the financial ability to bear the economic risk of his, her or its investment, and has adequate means for providing for current needs and contingencies;

(b) Has no need for liquidity with respect to the investment in the company; and

(c) Understands that interest will not be paid on the Note for 60 days from the date of purchase;

(iv) The undersigned and the undersigned's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, "Advisors"), have received the Memorandum, together with all appendices thereto (as such documents may be amended or supplemented, the "Memorandum"), relating to the private placement by the Company of the Notes, and all other documents requested by the undersigned or Advisors, if any, have carefully reviewed them and understand the information contained therein, prior to the execution of this Agreement; and

(v) The undersigned (together with his, her or its Advisors, if any) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the prospective investment in the Notes. If other than an individual, the undersigned also represents it has not been organized solely for the purpose of acquiring the Notes.

(c) The information in the Investor Questionnaire (attached) completed and executed by the undersigned (the "Investor Questionnaire") is true and accurate in all respects, and the undersigned is an "accredited investor," as that term is defined in Rule 501(a) of Regulation D.

(d) The undersigned (and his, her or its Advisors, if any) has been furnished with a copy of the Memorandum.

(e) The undersigned has relied on the advice of, or has consulted with, only his, her or its Advisors. Each Advisor, if any, is capable of evaluating the merits and risks of an investment in the Notes as such are described in the Memorandum, and each Advisor, if any, has disclosed to the undersigned in writing (a copy of which is annexed to this Agreement) the specific details of any and all past, present or future relationships, actual or contemplated, between the Advisor and the Company or any affiliate thereof.

(f) The undersigned represents, warrants and agrees that he, she or it will not sell or otherwise transfer the Notes without registration under the Securities Act or an exemption therefrom, and fully understands and agrees that the undersigned must bear the economic risk of his, her or its purchase because, among other reasons, the Notes have not been registered under the Securities Act or under the securities laws of any state and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws

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of such states, or an exemption from such registration is available. In particular, the undersigned is aware that the Notes are "restricted securities," as such term is defined in Rule 144 promulgated under the Securities Act ("Rule 144"), and they may not be sold pursuant to Rule 144 unless all of the conditions of Rule 144 are met. The undersigned also understands that, except as otherwise provided in Section 5 hereof, the Company is under no obligation to register the Notes on his, her or its behalf or to assist them in complying with any exemption from registration under the Securities Act or applicable state securities laws. The undersigned understands that any sales or transfers of the Notes are further restricted by state securities laws.

(g) No representations or warranties have been made to the undersigned by the Company, other than any representations of the Company contained herein and in the Memorandum, and in subscribing for the Notes the undersigned is not relying upon any representations other than those contained herein or in the Memorandum.

(h) The undersigned understands and acknowledges that his, her or its purchase of the Notes is a speculative investment that involves a high degree of risk and the potential loss of their entire investment and has carefully read and considered the matters set forth in the Memorandum and in particular the matters under the caption "Special Note Regarding Forward-Looking Statements" and "Risk Factors" therein.

(i) The undersigned's overall commitment to investments that are not readily marketable is not disproportionate to the undersigned's net worth, and an investment in the Notes will not cause such overall commitment to become excessive.

(j) The undersigned understands and agrees that the certificates for the Notes shall bear substantially the following legend until (i) such Notes shall have been registered under the Securities Act and effectively disposed of in accordance with a registration statement that has been declared effective or (ii) in the opinion of counsel for the Company such Notes may be sold without registration under the Securities Act, as well as any applicable "blue sky" or state securities laws:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS. SUCH SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES AND MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FILED BY THE ISSUER WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION COVERING SUCH SECURITIES UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED.

(k) Neither the U.S. Securities and Exchange Commission (the "SEC") nor any state securities commission has approved the Notes or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the Memorandum. The Memorandum has not been reviewed by any Federal, state or other regulatory authority.

(l) The undersigned and his, her or its Advisors, if any, have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Company concerning the Offering of the Notes and the business, financial condition, results of operations and prospects of the Company, and all such questions have been answered to the full satisfaction of the undersigned and his, her or its Advisors, if any.

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(m) The undersigned is unaware of, is in no way relying on, and did not become aware of the Offering of the Notes through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the Internet, in connection with the Offering and sale of the Notes and is not subscribing for Notes and did not become aware of the Offering of the Notes through or as a result of any seminar or meeting to which the undersigned was invited by, or any solicitation of a subscription by, a person not previously known to the undersigned in connection with investments in securities generally.

(n) The undersigned has taken no action which would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Agreement or the transactions contemplated hereby (other than commissions to be paid by the Company or as otherwise described in the Memorandum).

(o) The undersigned is not relying on the Company with respect to the legal, tax, economic and related considerations of an investment in the Notes, and the undersigned has relied on the advice of, or has consulted with, only his, her or its own Advisors.

(p) The undersigned acknowledges that any estimates or forward-looking statements or projections provided to the undersigned were prepared by the management of the Company in good faith, but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed by the Company or its management and should not be relied upon.

(q) No oral or written representations have been made, or oral or written information furnished, to the undersigned or his, her or its Advisors, if any, in connection with the Offering of the Notes which are in any way inconsistent with the information contained in the Memorandum.

(r) (For ERISA plans only) The fiduciary of the ERISA plan (the "Plan") represents that such fiduciary has been informed of and understands the Company's investment objectives, policies and strategies, and that the decision to invest "plan assets" (as such term is defined in ERISA) in the Company is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities. The Subscriber or Plan fiduciary (a) is responsible for the decision to invest in the Company; (b) is independent of the Company and any of its affiliates; (c) is qualified to make such investment decision; and (d) in making such decision, the Subscriber or Plan fiduciary has not relied primarily on any advice or recommendation of the Company or any of its affiliates.

(s) The foregoing representations, warranties and agreements shall survive the Closing.

4. The Company's Representations and Warranties

The Company hereby acknowledges, agrees with and represents and warrants to each of the undersigned, as follows:

(a) The Company has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Company and is valid, binding and enforceable against the Company in accordance with its terms.

(b) The Notes to be issued to the undersigned pursuant to this Agreement, when issued and delivered in accordance with the terms of this Agreement, will be duly and validly issued.

(c) Neither the execution and delivery nor the performance of this Agreement by the Company will conflict with the Company's Articles of Incorporation or By-laws, as amended to date, or result in a breach of any terms or provisions of, or constitute a default under, any material contract, agreement or instrument to which the Company is a party or by which the Company is bound.

5. Conditions to Acceptance of Subscription

The Company's right to accept the subscription of the undersigned is conditioned upon satisfaction of the following conditions precedent on or before the date the Company accepts such subscription (any or all of which may be waived by the undersigned in his, her or its sole discretion):

(a) No legal action, suit or proceeding shall be pending which seeks to restrain or prohibit the transactions contemplated by this Agreement.

(b) The representations and warranties of the Company contained in this Agreement shall have been true and correct on the date of this Agreement.

6. Notices to Subscribers

(a) THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

(b) THE NOTES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. SUBSCRIBERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

7. Miscellaneous Provisions

(a) Modification. Neither this Agreement, nor any provisions hereof, shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, modification, discharge or termination is sought.

(b) Survival. The undersigned's representations and warranties made in this Subscription Agreement shall survive the execution and delivery of this Agreement and the delivery of the Notes.

(c) Notices. Any party may send any notice, request, demand, claim or other communication hereunder to the undersigned at the address set forth on the signature page of this Agreement or to the Company at the address set forth above using any means (including personal delivery, expedited courier, messenger service, fax, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties written notice in the manner herein set forth.

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(d) Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their heirs, executors, administrators, successors, legal representatives and assigns. If the undersigned is more than one person or entity, the obligation of the undersigned shall be joint and several and the agreements, representations, warranties and acknowledgments contained herein shall be deemed to be made by, and be binding upon, each such person or entity and his or its heirs, executors, administrators, successors, legal representatives and assigns. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter thereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature among them.

(e) Arbitration. In the case of any dispute or breach concerning or arising from any part of the Private Placement Memorandum, its enforcement or its effect; or any part of this subscriber agreement, its enforcement or effect; the parties agree to mandatory binding arbitration administered by the American Arbitration Association (AAA) pursuant to its rules. The venue for the arbitration shall be Phoenix, Arizona. The costs of arbitration shall be borne by the losing party. Attorney costs shall be borne by the respective parties. The final decision of the arbitrator shall be rendered in writing and is to be final and binding upon the Parties, without appeal; provided that a party may seek enforcement of the award in an appropriate court in the State of Arizona.

(e) Assignability. This Agreement is not transferable or assignable by the undersigned. This Agreement shall be transferable or assignable by the Company to a proposed publicly-traded successor company.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to conflicts of law principles.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ALL SUBSCRIBERS MUST COMPLETE THIS PAGE

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the ____ day of _____ 20___.

Face amount of Notes subscribed for: $25,000.00

Check Box: One-Year Notes: ☑ Two-Year Notes: ☐

Manner in which Title is to be held (Please Check One):

1.	☒	Individual	7.	☐	Trust/Estate/Pension or Profit sharing Plan Date Opened:_____
2.	☐	Joint Tenants with Right of Survivorship	8.	☐	As a Custodian for _____ Under the Uniform Gift to Minors Act of the State of _____
3.	☐	Community Property	9.	☐	Married with Separate Property
4.	☐	Tenants in Common	10.	☐	Keogh
5.	☐	Corporation/Partnership/ Limited Liability Company	11.	☐	Tenants by the Entirety
6.	☐	IRA			

ALTERNATIVE DISTRIBUTION INFORMATION

To direct distribution to a party other than the registered owner, complete the information below. YOU MUST COMPLETE THIS SECTION IF THIS IS AN IRA INVESTMENT.

Name of Firm (Bank, Brokerage, Custodian): _____

Account Name: _____

Account Number: _____

Representative Name: _____

Representative Phone Number: _____

Address: _____

City, State, Zip: _____

IF MORE THAN ONE SUBSCRIBER, EACH SUBSCRIBER MUST SIGN.
INDIVIDUAL SUBSCRIBERS MUST COMPLETE THE NEXT PAGE.
SUBSCRIBERS WHICH ARE ENTITIES MUST COMPLETE THE PAGE THEREAFTER.

EXECUTION BY NATURAL PERSONS

Richard Goble

Exact Name in Which Title is to be Held

Richard Goble

Name (Please Print)

[redacted]

Residence: Number and Street

[redacted] TX [redacted]

City, State and Zip Code

[redacted]

Social Security Number

[redacted]

Telephone Number

Fax Number (if available)

E-Mail (if available)

(Signature)

Name of Additional Purchaser

Address of Additional Purchaser

City, State and Zip Code

Social Security Number

Telephone Number

Fax Number (if available)

E-Mail (if available)

(Signature of Additional Purchaser)

ACCEPTED this 9 day of December 2011, on behalf of the Company.

By: _____

Jeffrey Peterson
Chairman

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EXECUTION BY SUBSCRIBER WHICH IS AN ENTITY
(Corporation, Partnership, LLC, Trust, Etc.)

_____
Name of Entity (Please Print)

Date of Incorporation or Organization: _____

State of Principal Office: _____

Federal Taxpayer Identification Number: _____

_____
Office Address

_____
City, State and Zip Code

_____
Telephone Number

_____
Fax Number (if available)

_____
E-Mail (if available)

By: _____
Name:
Title:

[seal]

Attest: _____ _____
(If Entity is a Corporation)

_____
Address

ACCEPTED this 9 day of December 2011, on behalf of the Company.

By: _____
Jeffrey Peterson, Chairman

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FILE #8480

INVESTOR QUESTIONNAIRE

Instructions: Check all boxes below which correctly describe you.

☐ You are (i) a bank, as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), (ii) a savings and loan association or other institution, as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in an individual or fiduciary capacity, (iii) a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (iv) an insurance company as defined in Section 2(13) of the Securities Act, (v) an investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act"), (vi) a business development company as defined in Section 2(a)(48) of the Investment Company Act, (vii) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the Small Business Investment Act of 1958, as amended, (viii) a plan established and maintained by a state, its political subdivisions, or an agency or instrumentality of a state or its political subdivisions, for the benefit of its employees and you have total assets in excess of $5,000,000, or (ix) an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and (1) the decision that you shall subscribe for and purchase the Notes, is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, (2) you have total assets in excess of $5,000,000 and the decision that you shall subscribe for and purchase the Notes is made solely by persons or entities that are accredited investors, as defined in Rule 501 of Regulation D promulgated under the Securities Act ("Regulation D") or (3) you are a self-directed plan and the decision that you shall subscribe for and purchase the Notes is made solely by persons or entities that are accredited investors.

☐ You are a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended.

☐ You are an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), a corporation, Massachusetts or similar business trust or a partnership, in each case not formed for the specific purpose of making an investment in the Notes and with total assets in excess of $5,000,000.

☐ You are a director or executive officer of the Company.

☒ You are a natural person whose individual net worth, or joint net worth with your spouse, exceeds $1,000,000 (excluding the value of your primary residence) at the time of your subscription for and purchase of the Notes.

☐ You are a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with your spouse in excess of $300,000 in each of the two most recent years, and who has a reasonable expectation of reaching the same income level in the current year.

☐ You are a trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Notes, whose subscription for and purchase of the Notes is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D.

☐ You are an entity in which all of the equity owners are persons or entities described in one of the preceding paragraphs.

The undersigned hereby represents and warrants that all of its answers to this Investor Questionnaire are true as of the date of its execution of the Subscription Agreement pursuant to which it purchased Notes of the Company.

Richard Goble

Name of Purchaser [please print]

Name of Co-Purchaser [please print]

Signature of Purchaser (Entities please provide signature of Purchaser's duly authorized signatory.)

Signature of Co-Purchaser

Name of Signatory (Entities only)

Title of Signatory (Entities only)

VERIFICATION OF INVESTMENT ADVISOR/BROKER

I state that I am familiar with the financial affairs and investment objectives of the investor named above and reasonably believe that a purchase of the Securities is a suitable investment for this investor and that the investor, either individually or together with his or her purchaser representative, understands the terms of an is able to evaluate the merits of this Offering. I acknowledge:

(a) that I have reviewed the Memorandum, Subscription Agreement and forms of securities presented to me, and attachments (if any) thereto;

(b) that the Subscription Agreement and attachments thereto have been fully completed and executed by the appropriate party; and

(c) that the subscription will be deemed received by the Company upon acceptance of the Subscription Agreement.

Broker/Dealer	Account Executive
_____	_____
(Name of Broker/Dealer)	(Signature)
_____	_____
(Street Address of Broker/Dealer Office)	(Print Name)
_____	_____
(City of Broker/Dealer Office) (State) (Zip)	(Representative I.D. Number)
(___) _____-_____	_____
(Telephone Number of Broker/Dealer Office)	(Date)
(___) _____-_____	_____
(Fax Number of Broker/Dealer Office)	(E-mail Address of Account Executive)

THIS NOTE HAS NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED OR DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER ANY APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO COUNSEL TO THE COMPANY THAT AN EXEMPTION FROM REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS AVAILABLE.

THIS NOTE IS ONE OF A SERIES OF NOTES OF THE SAME TERMS AND TENOR THAT MAY BE ISSUED BY MAKER UP TO AN AGGREGATE OF $3,000,000.

LOANGO CORPORATION

18% ONE-YEAR PROMISSORY NOTE (the "Note")

$25,000 _____, 20__

FOR VALUE RECEIVED, the undersigned maker, **LoanGo Corporation**, a Utah corporation (the "Maker"), promises to pay to the order of Richard Gotie (the "Holder"), the principal sum of Twenty Five Thousand Dollars and Zero Cents ($25,000) in payments of simple, non-compounded interest only of 18% per annum of the principal balance payable in arrears commencing 60 days from the date hereof, with all interest only payments paid on a monthly basis thereafter and with all principal and accrued but unpaid interest due one year from the date hereof. The Maker will pay all payments due pursuant to this Note to Holder at _____ or at such other place as Holder may designate in writing.

Maker will be in default if any of the following happens: (a) Maker fails to make any payment within ten (10) days of when due or (b) Maker fails to perform at the time and in the manner provided in this Note or any agreement related to this Note.

Upon default, Holder may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Maker will pay that amount. Upon default, including failure to pay any payment within twenty (20) days of when due or upon the final maturity, whichever occurs first, Holder, at its option, may also if permitted under applicable law, do one or both of the following: (a) increase the interest rate on this Note to 24%, and (b) add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). If Maker is in default, Maker also will pay reasonable costs and expenses of collection including, subject to any limits under applicable law, Holder's reasonable attorney's fees and legal expenses whether or not there is a lawsuit. If not prohibited by applicable law, Maker also will pay any court costs, in addition to all other sums provided by law. This Note shall be senior to the Maker's common and preferred stock.

No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right and/or remedy as to any future occasion. Maker and all persons now or hereafter becoming obligated or liable for the payment hereof do jointly and severally waive demand, notice of non-payment, protest, notice of dishonor and presentment. No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment or other indulgences granted from time to time, shall be construed as a novation of this Note or as a waiver of such right of acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this Note or to prevent the exercise of such right of acceleration or any other right granted hereunder or by applicable law.

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ADMITTED

No Maker intends or expects to pay, nor does Holder intend or expect to charge, collect or accept, any interest greater than the highest legal rate of interest which may be charged under any applicable law. Should the acceleration hereof or any charges made hereunder result in the computation or earning of interest in excess of such legal rate, any and all such excess shall be and the same is hereby waived by Holder, and any such excess shall be credited by Holder to the principal balance hereof.

This Note shall be construed and enforced according to the laws of the State of Arizona excluding all principles of choice of laws, conflict of laws or comity. Each person now or hereafter becoming obligated for the payment of the indebtedness evidenced hereby consents to personal jurisdiction and venue in Maricopa County, Arizona, in the event of any litigation in any way arising out of this Note, or any property given as security for the amounts evidenced by this Note.

This Note shall be binding on the successors and assigns of Maker. Maker may not assign this Note without the written consent of Holder. This Note shall inure to the benefit of the Holder's successors, assigns, heirs or personal representatives. The term "Holder" used herein shall include any future holder of this Note. The terms of this Note may not be changed orally.

In the case of any dispute or breach concerning or arising from any part of this Note its enforcement or its effect, the parties agree to mandatory binding arbitration administered by the American Arbitration Association (AAA) pursuant to its rules. The venue for the arbitration shall be Phoenix, Arizona. The costs of arbitration shall be borne by the losing party. Attorney costs shall be borne by the respective parties. The final decision of the arbitrator shall be rendered in writing and is to be final and binding upon the Parties, without appeal; provided that a party may seek enforcement of the award in an appropriate court in the State of Arizona.

Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

MAKER:

LOANGO CORPORATION,
a Utah corporation

By: _____
Jeffrey Peterson, Chairman

NAME OF SUBSCRIBER: Donald Smeltzer SUBSCRIPTION AMOUNT: $ 50,000

To: LoanGo Corporation
[redacted]
[redacted] Utah [redacted]

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is being delivered to you in connection with your investment in the Notes of LoanGo Corporation (the "Company"). No funds received in the Offering will be escrowed.

1. **Subscription and Purchase Price**

(a) Subscription. Subject to the conditions set forth in Section 2 hereof, the undersigned hereby subscribes for and agrees to purchase $ 50,000 face amount of one-year/two-year (circle one) Notes.

(b) Purchase of Notes. The undersigned understands and acknowledges that the purchase price shall be remitted in exchange for the Notes, simultaneous with the delivery of this Subscription Agreement, as set forth below (the "Aggregate Purchase Price"). The undersigned understands and agrees that, subject to Section 2 and applicable laws, by executing this Agreement, he, she or it is entering into a binding agreement.

2. **Acceptance, Offering Term and Closing Procedures**

Acceptance or Rejection. The obligation of the undersigned to purchase the Notes shall be irrevocable, and the undersigned shall be legally bound to purchase the Notes subject to the terms set forth in this Agreement. The undersigned understands and agrees that the Company reserves the right to reject this subscription for the Notes in whole or part in any order at any time prior to the closing (the "Closing") of the purchase and sale of the Notes. If, in the event of rejection of this subscription by the Company in accordance with this Section 2, or the sale of the Notes is not consummated for any reason, this Agreement and any other agreement entered into between the undersigned and the Company relating to this subscription shall thereafter have no force or effect, and the Company shall promptly return the purchase price without interest thereon or deduction therefrom.

3. **Investor's Representations and Warranties**

The undersigned hereby acknowledges, agrees with and represents and warrants to the Company and its affiliates, as follows:

(a) The undersigned has full power and authority to enter into this Agreement, the execution and delivery of which has been duly authorized, if applicable, and this Agreement constitutes a valid and legally binding obligation of the undersigned.

(b) The undersigned acknowledges his, her or its understanding that the Offering and sale of the Notes is intended to be exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), by virtue of Section 4(2) of the Securities Act and the provisions of Regulation D promulgated thereunder ("Regulation D"). In furtherance thereof, the undersigned represents and warrants to the Company and its affiliates as follows:

(i) The undersigned realizes that the basis for the exemption from registration may not be available if, notwithstanding the undersigned's representations

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ADMITTED

contained herein, the undersigned is merely acquiring the Notes for resale rather than investment;

(ii) The undersigned is acquiring the Notes solely for the undersigned's own beneficial account, for investment purposes, and not with view to, or resale in connection with, any distribution of the Notes;

(iii) The undersigned;

(a) Has the financial ability to bear the economic risk of his, her or its investment, and has adequate means for providing for current needs and contingencies;

(b) Has no need for liquidity with respect to the investment in the company; and

(c) Understands that interest will not be paid on the Note for 60 days from the date of purchase;

(iv) The undersigned and the undersigned's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, "Advisors"), have received the Memorandum, together with all appendices thereto (as such documents may be amended or supplemented, the "Memorandum"), relating to the private placement by the Company of the Notes, and all other documents requested by the undersigned or Advisors, if any, have carefully reviewed them and understand the information contained therein, prior to the execution of this Agreement; and

(v) The undersigned (together with his, her or its Advisors, if any) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the prospective investment in the Notes. If other than an individual, the undersigned also represents it has not been organized solely for the purpose of acquiring the Notes.

(c) The information in the Investor Questionnaire (attached) completed and executed by the undersigned (the "Investor Questionnaire") is true and accurate in all respects, and the undersigned is an "accredited investor," as that term is defined in Rule 501(a) of Regulation D.

(d) The undersigned (and his, her or its Advisors, if any) has been furnished with a copy of the Memorandum.

(e) The undersigned has relied on the advice of, or has consulted with, only his, her or its Advisors. Each Advisor, if any, is capable of evaluating the merits and risks of an investment in the Notes as such are described in the Memorandum, and each Advisor, if any, has disclosed to the undersigned in writing (a copy of which is annexed to this Agreement) the specific details of any and all past, present or future relationships, actual or contemplated, between the Advisor and the Company or any affiliate thereof.

(f) The undersigned represents, warrants and agrees that he, she or it will not sell or otherwise transfer the Notes without registration under the Securities Act or an exemption therefrom, and fully understands and agrees that the undersigned must bear the economic risk of his, her or its purchase because, among other reasons, the Notes have not been registered under the Securities Act or under the securities laws of any state and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws

of such states, or an exemption from such registration is available. In particular, the undersigned is aware that the Notes are "restricted securities," as such term is defined in Rule 144 promulgated under the Securities Act ("Rule 144"), and they may not be sold pursuant to Rule 144 unless all of the conditions of Rule 144 are met. The undersigned also understands that, except as otherwise provided in Section 5 hereof, the Company is under no obligation to register the Notes on his, her or its behalf or to assist them in complying with any exemption from registration under the Securities Act or applicable state securities laws. The undersigned understands that any sales or transfers of the Notes are further restricted by state securities laws.

(g) No representations or warranties have been made to the undersigned by the Company, other than any representations of the Company contained herein and in the Memorandum, and in subscribing for the Notes the undersigned is not relying upon any representations other than those contained herein or in the Memorandum.

(h) The undersigned understands and acknowledges that his, her or its purchase of the Notes is a speculative investment that involves a high degree of risk and the potential loss of their entire investment and has carefully read and considered the matters set forth in the Memorandum and in particular the matters under the caption "Special Note Regarding Forward-Looking Statements" and "Risk Factors" therein.

(i) The undersigned's overall commitment to investments that are not readily marketable is not disproportionate to the undersigned's net worth, and an investment in the Notes will not cause such overall commitment to become excessive.

(j) The undersigned understands and agrees that the certificates for the Notes shall bear substantially the following legend until (i) such Notes shall have been registered under the Securities Act and effectively disposed of in accordance with a registration statement that has been declared effective or (ii) in the opinion of counsel for the Company such Notes may be sold without registration under the Securities Act, as well as any applicable "blue sky" or state securities laws:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS. SUCH SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES AND MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FILED BY THE ISSUER WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION COVERING SUCH SECURITIES UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED.

(k) Neither the U.S. Securities and Exchange Commission (the "SEC") nor any state securities commission has approved the Notes or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the Memorandum. The Memorandum has not been reviewed by any Federal, state or other regulatory authority.

(l) The undersigned and his, her or its Advisors, if any, have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Company concerning the Offering of the Notes and the business, financial condition, results of operations and prospects of the Company, and all such questions have been answered to the full satisfaction of the undersigned and his, her or its Advisors, if any.

(m) The undersigned is unaware of, is in no way relying on, and did not become aware of the Offering of the Notes through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the Internet, in connection with the Offering and sale of the Notes and is not subscribing for Notes and did not become aware of the Offering of the Notes through or as a result of any seminar or meeting to which the undersigned was invited by, or any solicitation of a subscription by, a person not previously known to the undersigned in connection with investments in securities generally.

(n) The undersigned has taken no action which would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Agreement or the transactions contemplated hereby (other than commissions to be paid by the Company or as otherwise described in the Memorandum).

(o) The undersigned is not relying on the Company with respect to the legal, tax, economic and related considerations of an investment in the Notes, and the undersigned has relied on the advice of, or has consulted with, only his, her or its own Advisors.

(p) The undersigned acknowledges that any estimates or forward-looking statements or projections provided to the undersigned were prepared by the management of the Company in good faith, but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed by the Company or its management and should not be relied upon.

(q) No oral or written representations have been made, or oral or written information furnished, to the undersigned or his, her or its Advisors, if any, in connection with the Offering of the Notes which are in any way inconsistent with the information contained in the Memorandum.

(r) (For ERISA plans only) The fiduciary of the ERISA plan (the "Plan") represents that such fiduciary has been informed of and understands the Company's investment objectives, policies and strategies, and that the decision to invest "plan assets" (as such term is defined in ERISA) in the Company is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities. The Subscriber or Plan fiduciary (a) is responsible for the decision to invest in the Company; (b) is independent of the Company and any of its affiliates; (c) is qualified to make such investment decision; and (d) in making such decision, the Subscriber or Plan fiduciary has not relied primarily on any advice or recommendation of the Company or any of its affiliates.

(s) The foregoing representations, warranties and agreements shall survive the Closing.

4. The Company's Representations and Warranties

The Company hereby acknowledges, agrees with and represents and warrants to each of the undersigned, as follows:

(a) The Company has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Company and is valid, binding and enforceable against the Company in accordance with its terms.

(b) The Notes to be issued to the undersigned pursuant to this Agreement, when issued and delivered in accordance with the terms of this Agreement, will be duly and validly issued.

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(c) Neither the execution and delivery nor the performance of this Agreement by the Company will conflict with the Company's Articles of Incorporation or By-laws, as amended to date, or result in a breach of any terms or provisions of, or constitute a default under, any material contract, agreement or instrument to which the Company is a party or by which the Company is bound.

5. Conditions to Acceptance of Subscription

The Company's right to accept the subscription of the undersigned is conditioned upon satisfaction of the following conditions precedent on or before the date the Company accepts such subscription (any or all of which may be waived by the undersigned in his, her or its sole discretion):

(a) No legal action, suit or proceeding shall be pending which seeks to restrain or prohibit the transactions contemplated by this Agreement.

(b) The representations and warranties of the Company contained in this Agreement shall have been true and correct on the date of this Agreement.

6. Notices to Subscribers

(a) THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

(b) THE NOTES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. SUBSCRIBERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

7. Miscellaneous Provisions

(a) Modification. Neither this Agreement, nor any provisions hereof, shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, modification, discharge or termination is sought.

(b) Survival. The undersigned's representations and warranties made in this Subscription Agreement shall survive the execution and delivery of this Agreement and the delivery of the Notes.

(c) Notices. Any party may send any notice, request, demand, claim or other communication hereunder to the undersigned at the address set forth on the signature page of this Agreement or to the Company at the address set forth above using any means (including personal delivery, expedited courier, messenger service, fax, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties written notice in the manner herein set forth.

(d) Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their heirs, executors, administrators, successors, legal representatives and assigns. If the undersigned is more than one person or entity, the obligation of the undersigned shall be joint and several and the agreements, representations, warranties and acknowledgments contained herein shall be deemed to be made by, and be binding upon, each such person or entity and his or its heirs, executors, administrators, successors, legal representatives and assigns. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter thereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature among them.

(e) Arbitration. In the case of any dispute or breach concerning or arising from any part of the Private Placement Memorandum, its enforcement or its effect; or any part of this subscriber agreement, its enforcement or effect; the parties agree to mandatory binding arbitration administered by the American Arbitration Association (AAA) pursuant to its rules. The venue for the arbitration shall be Phoenix, Arizona. The costs of arbitration shall be borne by the losing party. Attorney costs shall be borne by the respective parties. The final decision of the arbitrator shall be rendered in writing and is to be final and binding upon the Parties, without appeal; provided that a party may seek enforcement of the award in an appropriate court in the State of Arizona.

(e) Assignability. This Agreement is not transferable or assignable by the undersigned. This Agreement shall be transferable or assignable by the Company to a proposed publicly-traded successor company.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to conflicts of law principles.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ALL SUBSCRIBERS MUST COMPLETE THIS PAGE

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the ____ day of _____ 20___.

Face amount of Notes subscribed for: $50,000

Check Box: One-Year Notes: ☑ Two-Year Notes: ☐

Manner in which Title is to be held (Please Check One):

1.	☒	Individual	7.	☐	Trust/Estate/Pension or Profit sharing Plan Date Opened:_____
2.	☐	Joint Tenants with Right of Survivorship	8.	☐	As a Custodian for _____ Under the Uniform Gift to Minors Act of the State of _____
3.	☐	Community Property	9.	☐	Married with Separate Property
4.	☐	Tenants in Common	10.	☐	Keogh
5.	☐	Corporation/Partnership/ Limited Liability Company	11.	☐	Tenants by the Entirety
6.	☐	IRA			

ALTERNATIVE DISTRIBUTION INFORMATION

To direct distribution to a party other than the registered owner, complete the information below. YOU MUST COMPLETE THIS SECTION IF THIS IS AN IRA INVESTMENT.

Name of Firm (Bank, Brokerage, Custodian): _____

Account Name: _____

Account Number: _____

Representative Name: _____

Representative Phone Number: _____

Address: _____

City, State, Zip: _____

IF MORE THAN ONE SUBSCRIBER, EACH SUBSCRIBER MUST SIGN.
INDIVIDUAL SUBSCRIBERS MUST COMPLETE THE NEXT PAGE.
SUBSCRIBERS WHICH ARE ENTITIES MUST COMPLETE THE PAGE THEREAFTER.

EXECUTION BY NATURAL PERSONS

Exact Name in Which Title is to be Held

Donald L. Smeltzer	Roberta L. Smeltzer
Name (Please Print)	Name of Additional Purchaser
[redacted]	[redacted]
Residence: Number and Street	Address of Additional Purchaser
[redacted], OR [redacted]	[redacted], OR [redacted]
City, State and Zip Code	City, State and Zip Code
[redacted]	[redacted]
Social Security Number	Social Security Number
[redacted]	[redacted]
Telephone Number	Telephone Number
Fax Number (if available)	Fax Number (if available)
E-Mail (if available)	E-Mail (if available)
X Donald L. Smeltzer	Roberta L. Smeltzer
(Signature)	(Signature of Additional Purchaser)

ACCEPTED this _____ day of _____ 20___, on behalf of the Company.

By: _____
Jeffrey Petersen
Chairman

EXECUTION BY SUBSCRIBER WHICH IS AN ENTITY
(Corporation, Partnership, LLC, Trust, Etc.)

_____
Name of Entity (Please Print)

Date of Incorporation or Organization: _____

State of Principal Office: _____

Federal Taxpayer Identification Number: _____

_____
Office Address

_____
City, State and Zip Code

_____
Telephone Number

_____
Fax Number (if available)

_____
E-Mail (if available)

By: _____
Name:
Title:

[seal]

Attest: _____ _____
(If Entity is a Corporation)

_____
Address

ACCEPTED this 9 day of DECEMBER 2011, on behalf of the Company.

By: _____
Jeffrey Peterson, Chairman

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FILE #8480

INVESTOR QUESTIONNAIRE

Instructions: Check all boxes below which correctly describe you.

☐ You are (i) a bank, as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), (ii) a savings and loan association or other institution, as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in an individual or fiduciary capacity, (iii) a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (iv) an insurance company as defined in Section 2(13) of the Securities Act, (v) an investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act"), (vi) a business development company as defined in Section 2(a)(48) of the Investment Company Act, (vii) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the Small Business Investment Act of 1958, as amended, (viii) a plan established and maintained by a state, its political subdivisions, or an agency or instrumentality of a state or its political subdivisions, for the benefit of its employees and you have total assets in excess of $5,000,000, or (ix) an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and (1) the decision that you shall subscribe for and purchase the Notes, is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, (2) you have total assets in excess of $5,000,000 and the decision that you shall subscribe for and purchase the Notes is made solely by persons or entities that are accredited investors, as defined in Rule 501 of Regulation D promulgated under the Securities Act ("Regulation D") or (3) you are a self-directed plan and the decision that you shall subscribe for and purchase the Notes is made solely by persons or entities that are accredited investors.

☐ You are a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended.

☐ You are an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), a corporation, Massachusetts or similar business trust or a partnership, in each case not formed for the specific purpose of making an investment in the Notes and with total assets in excess of $5,000,000.

☐ You are a director or executive officer of the Company.

☒ You are a natural person whose individual net worth, or joint net worth with your spouse, exceeds $1,000,000 (excluding the value of your primary residence) at the time of your subscription for and purchase of the Notes.

☐ You are a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with your spouse in excess of $300,000 in each of the two most recent years, and who has a reasonable expectation of reaching the same income level in the current year.

☐ You are a trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Notes, whose subscription for and purchase of the Notes is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D.

☐ You are an entity in which all of the equity owners are persons or entities described in one of the preceding paragraphs.

The undersigned hereby represents and warrants that all of its answers to this Investor Questionnaire are true as of the date of its execution of the Subscription Agreement pursuant to which it purchased Notes of the Company.

DONALD L. SMELTZER
Name of Purchaser [please print]

Roberta L. Smeltzer
Name of Co-Purchaser [please print]

(X) Donald L Smeltzer
Signature of Purchaser (Entities please provide signature of Purchaser's duly authorized signatory.)

Roberta L Smeltzer
Signature of Co-Purchaser

Name of Signatory (Entities only)

Title of Signatory (Entities only)

VERIFICATION OF INVESTMENT ADVISOR/BROKER

I state that I am familiar with the financial affairs and investment objectives of the investor named above and reasonably believe that a purchase of the Securities is a suitable investment for this investor and that the investor, either individually or together with his or her purchaser representative, understands the terms of an is able to evaluate the merits of this Offering. I acknowledge:

(a) that I have reviewed the Memorandum, Subscription Agreement and forms of securities presented to me, and attachments (if any) thereto;

(b) that the Subscription Agreement and attachments thereto have been fully completed and executed by the appropriate party; and

(c) that the subscription will be deemed received by the Company upon acceptance of the Subscription Agreement.

Broker/Dealer	Account Executive
_____	_____
(Name of Broker/Dealer)	(Signature)
_____	_____
(Street Address of Broker/Dealer Office)	(Print Name)
_____	_____
(City of Broker/Dealer Office) (State) (Zip)	(Representative I.D. Number)
(___) _____-_____	_____
(Telephone Number of Broker/Dealer Office)	(Date)
(___) _____-_____	_____
(Fax Number of Broker/Dealer Office)	(E-mail Address of Account Executive)

THIS NOTE HAS NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED OR DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER ANY APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO COUNSEL TO THE COMPANY THAT AN EXEMPTION FROM REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS AVAILABLE.

THIS NOTE IS ONE OF A SERIES OF NOTES OF THE SAME TERMS AND TENOR THAT MAY BE ISSUED BY MAKER UP TO AN AGGREGATE OF $2,000,000.

LOANGO CORPORATION

18% ONE-YEAR PROMISSORY NOTE (the "Note")

$50,000 Dec. 9th, 2011

FOR VALUE RECEIVED, the undersigned maker, LoanGo Corporation, a Utah corporation (the "Maker"), promises to pay to the order of Donald Smeltzer (the "Holder"), the principal sum of Fifty Thousand Dollars and Zero Cents ($50,000) in payments of simple, non-compounded interest only of 18% per annum of the principal balance payable in arrears commencing 60 days from the date hereof, with all interest only payments paid on a monthly basis thereafter and with all principal and accrued but unpaid interest due one year from the date hereof. The Maker will pay all payments due pursuant to this Note to Holder at [redacted], OR [redacted] or at such other place as Holder may designate in writing.

Maker will be in default if any of the following happens: (a) Maker fails to make any payment within ten (10) days of when due or (b) Maker fails to perform at the time and in the manner provided in this Note or any agreement related to this Note.

Upon default, Holder may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Maker will pay that amount. Upon default, including failure to pay any payment within twenty (20) days of when due or upon the final maturity, whichever occurs first, Holder, at its option, may also if permitted under applicable law, do one or both of the following: (a) increase the interest rate on this Note to 24%, and (b) add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). If Maker is in default, Maker also will pay reasonable costs and expenses of collection including, subject to any limits under applicable law, Holder's reasonable attorney's fees and legal expenses whether or not there is a lawsuit. If not prohibited by applicable law, Maker also will pay any court costs, in addition to all other sums provided by law. This Note shall be senior to the Maker's common and preferred stock.

No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right and/or remedy as to any future occasion. Maker and all persons now or hereafter becoming obligated or liable for the payment hereof do jointly and severally waive demand, notice of non-payment, protest, notice of dishonor and presentment. No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment or other indulgences granted from time to time, shall be construed as a novation of this Note or as a waiver of such right of acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this Note or to prevent the exercise of such right of acceleration or any other right granted hereunder or by applicable law.

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ADMITTED

No Maker intends or expects to pay, nor does Holder intend or expect to charge, collect or accept, any interest greater than the highest legal rate of interest which may be charged under any applicable law. Should the acceleration hereof or any charges made hereunder result in the computation or earning of interest in excess of such legal rate, any and all such excess shall be and the same is hereby waived by Holder, and any such excess shall be credited by Holder to the principal balance hereof.

This Note shall be construed and enforced according to the laws of the State of Arizona excluding all principles of choice of laws, conflict of laws or comity. Each person now or hereafter becoming obligated for the payment of the indebtedness evidenced hereby consents to personal jurisdiction and venue in Maricopa County, Arizona, in the event of any litigation in any way arising out of this Note, or any property given as security for the amounts evidenced by this Note.

This Note shall be binding on the successors and assigns of Maker. Maker may not assign this Note without the written consent of Holder. This Note shall inure to the benefit of the Holder's successors, assigns, heirs or personal representatives. The term "Holder" used herein shall include any future holder of this Note. The terms of this Note may not be changed orally.

In the case of any dispute or breach concerning or arising from any part of this Note its enforcement or its effect, the parties agree to mandatory binding arbitration administered by the American Arbitration Association (AAA) pursuant to its rules. The venue for the arbitration shall be Phoenix, Arizona. The costs of arbitration shall be borne by the losing party. Attorney costs shall be borne by the respective parties. The final decision of the arbitrator shall be rendered in writing and is to be final and binding upon the Parties, without appeal; provided that a party may seek enforcement of the award in an appropriate court in the State of Arizona.

Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

MAKER:

LOANGO CORPORATION,
a Utah corporation

By: _____
Jeffrey Peterson, Chairman

ACC000441
FILE #8480

THIS NOTE HAS NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED OR DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER ANY APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO COUNSEL TO THE COMPANY THAT AN EXEMPTION FROM REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS AVAILABLE.

THIS NOTE IS ONE OF A SERIES OF NOTES OF THE SAME TERMS AND TENOR THAT MAY BE ISSUED BY MAKER UP TO AN AGGREGATE OF $3,000,000.

LOANGO CORPORATION

18% ONE-YEAR PROMISSORY NOTE (the "Note")

$50,000 _____, 20__

FOR VALUE RECEIVED, the undersigned maker, **LoanGo Corporation**, a Utah corporation (the "Maker"), promises to pay to the order of _____ (the "Holder"), the principal sum of Fifty Thousand Dollars and Zero Cents ($50,000) in payments of simple, non-compounded interest only of 18% per annum of the principal balance payable in arrears commencing 60 days from the date hereof, with all interest only payments paid on a monthly basis thereafter and with all principal and accrued but unpaid interest due one year from the date hereof. The Maker will pay all payments due pursuant to this Note to Holder at _____ or at such other place as Holder may designate in writing.

Maker will be in default if any of the following happens: (a) Maker fails to make any payment within ten (10) days of when due or (b) Maker fails to perform at the time and in the manner provided in this Note or any agreement related to this Note.

Upon default, Holder may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Maker will pay that amount. Upon default, including failure to pay any payment within twenty (20) days of when due or upon the final maturity, whichever occurs first, Holder, at its option, may also if permitted under applicable law, do one or both of the following: (a) increase the interest rate on this Note to 24%, and (b) add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). If Maker is in default, Maker also will pay reasonable costs and expenses of collection including, subject to any limits under applicable law, Holder's reasonable attorney's fees and legal expenses whether or not there is a lawsuit. If not prohibited by applicable law, Maker also will pay any court costs, in addition to all other sums provided by law. This Note shall be senior to the Maker's common and preferred stock.

No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right and/or remedy as to any future occasion. Maker and all persons now or hereafter becoming obligated or liable for the payment hereof do jointly and severally waive demand, notice of non-payment, protest, notice of dishonor and presentment. No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment or other indulgences granted from time to time, shall be construed as a novation of this Note or as a waiver of such right of acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this Note or to prevent the exercise of such right of acceleration or any other right granted hereunder or by applicable law.

EXHIBIT
S-14
ADMITTED

No Maker intends or expects to pay, nor does Holder intend or expect to charge, collect or accept, any interest greater than the highest legal rate of interest which may be charged under any applicable law. Should the acceleration hereof or any charges made hereunder result in the computation or earning of interest in excess of such legal rate, any and all such excess shall be and the same is hereby waived by Holder, and any such excess shall be credited by Holder to the principal balance hereof.

This Note shall be construed and enforced according to the laws of the State of Arizona excluding all principles of choice of laws, conflict of laws or comity. Each person now or hereafter becoming obligated for the payment of the indebtedness evidenced hereby consents to personal jurisdiction and venue in Maricopa County, Arizona, in the event of any litigation in any way arising out of this Note, or any property given as security for the amounts evidenced by this Note.

This Note shall be binding on the successors and assigns of Maker. Maker may not assign this Note without the written consent of Holder. This Note shall inure to the benefit of the Holder's successors, assigns, heirs or personal representatives. The term "Holder" used herein shall include any future holder of this Note. The terms of this Note may not be changed orally.

In the case of any dispute or breach concerning or arising from any part of this Note its enforcement or its effect, the parties agree to mandatory binding arbitration administered by the American Arbitration Association (AAA) pursuant to its rules. The venue for the arbitration shall be Phoenix, Arizona. The costs of arbitration shall be borne by the losing party. Attorney costs shall be borne by the respective parties. The final decision of the arbitrator shall be rendered in writing and is to be final and binding upon the Parties, without appeal; provided that a party may seek enforcement of the award in an appropriate court in the State of Arizona.

Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

MAKER:

LOANGO CORPORATION,
a Utah corporation

By: _____
Jeffrey Peterson, Chairman

The undersigned hereby represents and warrants that all of its answers to this Investor Questionnaire are true as of the date of its execution of the Subscription Agreement pursuant to which it purchased Notes of the Company.

John C. Jordan III
Name of Purchaser [please print]

Name of Co-Purchaser [please print]

X John C. Jordan III
Signature of Purchaser (Entities please provide signature of Purchaser's duly authorized signatory.)

Signature of Co-Purchaser

Name of Signatory (Entities only)

Title of Signatory (Entities only)

ACC000542
FILE #8480

EXHIBIT
S-15
ADMITTED

EXECUTION BY NATURAL PERSONS

_____
Exact Name in Which Title is to be Held

Name (Please Print)	Name of Additional Purchaser
Residence: Number and Street	Address of Additional Purchaser
City, State and Zip Code	City, State and Zip Code
Social Security Number	Social Security Number
Telephone Number	Telephone Number
Fax Number (if available)	Fax Number (if available)
E-Mail (if available)	E-Mail (if available)
(Signature)	(Signature of Additional Purchaser)

ACCEPTED this _____ day of _____ 20___, on behalf of the Company.

By: _____
Jeffrey Peterson
Chairman

ACC000543
FILE #8480

THIS NOTE HAS NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED OR DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER ANY APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO COUNSEL TO THE COMPANY THAT AN EXEMPTION FROM REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS AVAILABLE.

THIS NOTE IS ONE OF A SERIES OF NOTES OF THE SAME TERMS AND TENOR THAT MAY BE ISSUED BY MAKER UP TO AN AGGREGATE OF $3,000,000.

LOANGO CORPORATION

18% ONE-YEAR PROMISSORY NOTE (the "Note")

$ 90,000 March 1, 2012

FOR VALUE RECEIVED, the undersigned maker, LoanGo Corporation, a Utah corporation (the "Maker"), promises to pay to the order of JOHN JORDAN (the "Holder"), the principal sum of NINETY THOUSAND Dollars and Zero Cents ($ 90,000) in payments of simple, non-compounded interest only of 18% per annum of the principal balance payable in arrears commencing 60 days from the date hereof, with all interest only payments paid on a monthly basis thereafter and with all principal and accrued but unpaid interest due one year from the date hereof. The Maker will pay all payments due pursuant to this Note to Holder at [redacted] UTAH or at such other place as Holder may designate in writing.

Maker will be in default if any of the following happens: (a) Maker fails to make any payment within ten (10) days of when due or (b) Maker fails to perform at the time and in the manner provided in this Note or any agreement related to this Note.

Upon default, Holder may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Maker will pay that amount. Upon default, including failure to pay any payment within twenty (20) days of when due or upon the final maturity, whichever occurs first, Holder, at its option, may also if permitted under applicable law, do one or both of the following: (a) increase the interest rate on this Note to 24%, and (b) add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). If Maker is in default, Maker also will pay reasonable costs and expenses of collection including, subject to any limits under applicable law, Holder's reasonable attorney's fees and legal expenses whether or not there is a lawsuit. If not prohibited by applicable law, Maker also will pay any court costs, in addition to all other sums provided by law. This Note shall be senior to the Maker's common and preferred stock.

No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right and/or remedy as to any future occasion. Maker and all persons now or hereafter becoming obligated or liable for the payment hereof do jointly and severally waive demand, notice of non-payment, protest, notice of dishonor and presentment. No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment or other indulgences granted from time to time, shall be construed as a novation of this Note or as a waiver of such right of acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this Note or to prevent the exercise of such right of acceleration or any other right granted hereunder or by applicable law.

EXHIBIT
S-16
ADMITTED

No Maker intends or expects to pay, nor does Holder intend or expect to charge, collect or accept, any interest greater than the highest legal rate of interest which may be charged under any applicable law. Should the acceleration hereof or any charges made hereunder result in the computation or earning of interest in excess of such legal rate, any and all such excess shall be and the same is hereby waived by Holder, and any such excess shall be credited by Holder to the principal balance hereof.

This Note shall be construed and enforced according to the laws of the State of Arizona excluding all principles of choice of laws, conflict of laws or comity. Each person now or hereafter becoming obligated for the payment of the indebtedness evidenced hereby consents to personal jurisdiction and venue in Maricopa County, Arizona, in the event of any litigation in any way arising out of this Note, or any property given as security for the amounts evidenced by this Note.

This Note shall be binding on the successors and assigns of Maker. Maker may not assign this Note without the written consent of Holder. This Note shall inure to the benefit of the Holder's successors, assigns, heirs or personal representatives. The term "Holder" used herein shall include any future holder of this Note. The terms of this Note may not be changed orally.

In the case of any dispute or breach concerning or arising from any part of this Note its enforcement or its effect, the parties agree to mandatory binding arbitration administered by the American Arbitration Association (AAA) pursuant to its rules. The venue for the arbitration shall be Phoenix, Arizona. The costs of arbitration shall be borne by the losing party. Attorney costs shall be borne by the respective parties. The final decision of the arbitrator shall be rendered in writing and is to be final and binding upon the Parties, without appeal; provided that a party may seek enforcement of the award in an appropriate court in the State of Arizona.

Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

MAKER:

LOANGO CORPORATION,
a Utah corporation

By: _____
Jeffrey Peterson, Chairman

Print Close

Re: Disclosure statement

From: **Jeffrey Peterson** (jpjp@[redacted]
Sent: Tue 8/16/11 11:42 PM
To: Elijah Rosov (elijah@[redacted]

answers below.

From: "Elijah Rosov" <elijah@[redacted]
To: "John Ayers" <jayers@[redacted] "Justin Billingsley" <justin@[redacted] "Jeffrey Peterson" <jpjp@[redacted]
Sent: Tuesday, August 16, 2011 5:34:18 PM
Subject: Disclosure statement

As part of the due diligence form LoanGo must submit to Gilford a statement from each of you regarding the following: If you could please answer these questions I will draft the documents.

Do you have any affiliation, association or relation to FINRA, whether direct or indirect?

NO

Will you participate in any capacity in the offering and if so, what capacity will that be?

NO

Will you receive any proceeds of this offering?

YES, REPAYMENT OF $10,000 PERSONAL LOAN MADE TO LOANGO ON 6/2011

Have you rendered any consulting services to LoanGo? Please include dates and any consideration received

JUNE 8, 2011, 666,667 SHARES OF COMMON STOCK RECEIVED BY INTER123 CORP., FOR SERVICES RENDERED VALUED AT $.001 PER SHARE.

Confidential
Wendy Coy
wcoy@azcc.gov
inter123 - 1/18/2014 6:40 AM

EXHIBIT
tabbies
S-17
ADMITTED

What is your social security number?

[redacted]

Confidential
Wendy Coy
wcoy@azcc.gov
inter123 - 11/18/2014 06:40 AM

MINUTES OF ACTION TAKEN BY CONSENT
OF THE BOARD OF DIRECTORS
OF
LOANGO CORPORATION
a Utah corporation

The undersigned, being all the members of the Board of Directors (the "Board") of **LoanGo Corporation**, a Utah corporation (the "Corporation"), acting pursuant to the authority granted by Section 16-10a-821 of the Utah Code Annotated and the Bylaws of the Corporation, does hereby adopt the following resolution by written consent in lieu of a meeting.

I. **Raising of Capital**

WHERAS, the Corporation needs to acquire $3,000,000 in capital in order to establish and maintain business operations,

RESOLVED, that actions by the directors of the Corporation in taking measures to raise $3,000,000 in capital for business operations are hereby authorized, approved and adopted; and that a copy of such resolution be placed in the Corporation's minute book.

This action may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Dated: 9-7 ,2011

Jeffrey Peterson
Director

Dated: 9/7 ,2011

John Ayers
Director

Dated: 9/7 ,2011

Justin Billingsley
Director

EXHIBIT
S-18
ADMITTED

Print Close

RE: LOANGO PPM (Cover Edit)

From: **Jeffrey Peterson** (jpjp@[redacted]
Sent: Tue 10/11/11 12:00 PM
To: noah.agron@[redacted] elijah.rosov@[redacted]
Cc: gaa@[redacted] jbp@[redacted] darilie.vega@[redacted]

Looks good. I approve.

Jeffrey Peterson (as) CEO, LoanGo Corp.

Subject: LOANGO PPM (Cover Edit)
Date: Tue, 11 Oct 2011 14:44:48 -0400
From: Noah.Agron@[redacted]
To: jpjp@[redacted] elijah.rosov@[redacted]
CC: gaa@a[redacted] jbp@[redacted] Darilie.Vega@[redacted]

Jeff/Elijah,

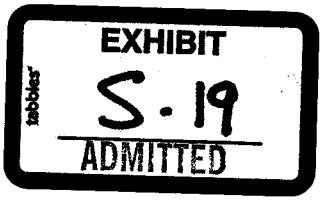
Please review the edited PPM cover (attached). This is the document I would like to distribute to a few contacts this week.

Regards,

Noah S. Agron | Corporate Finance

Gilford Securities Incorporated
777 3rd Ave, 17th Floor, New York, NY 10017
T: 212.940.9203 | F: 212.223.1683 | M: 917.991.8860
noah.agron@[redacted]

Confidential
wendy.coy@azcc.gov
wcoy@azcc.gov
inter123 - 11/19/2014 6:40 AM



ACC001908
FILE #8480

GILFORD SECURITIES
INCORPORATED

April 12, 2012

PRIVATE AND CONFIDENTIAL

LoanGo Corporation
[redacted]
[redacted] Utah [redacted]
Attention: Mr.Jeffrey Petterson, Chairman

Dear Jeff:

This letter confirms the mutual intentions of LoanGo Corporation, a Utah corporation (the "Company" or the "Issuer") and Gilford Securities Incorporated, a New York corporation ("Gilford" or "Agent") to undertake a private offering of securities of the Issuer.

Subject to the satisfactory completion of our normal due diligence and subject to market conditions at the time of the Offering (as defined herein), it is our intention to act as the exclusive placement agent for an offering of promissory notes (collectively, the "Securities") of the Company on a "best efforts" basis in a private placement offering (the "Offering") pursuant to an exemption under the Securities Act of 1933, as amended (the "Securities Act"). The terms of the Securities will be contained in definitive documents acceptable to Gilford.

Our proposal is based on information regarding the Company provided to us by the Company and current market conditions as of the date of this letter, and is subject to change in the event any such information shall change. Prior to completion of the Offering, the Issuer will have a capitalization reasonably acceptable to Gilford. The Company expressly acknowledges and agrees that Gilford's obligations hereunder are on a "reasonable best efforts" basis only and that the execution of this Agreement does not constitute a commitment by Gilford to purchase or arrange for others to purchase any Securities and does not ensure the successful placement of the Securities or any portion thereof or the success of Gilford with respect to securing any other financing on behalf of the Company.

Our acting as placement agent shall be subject to the following general terms, conditions and qualifications:

1. Services. In performing its services hereunder, Gilford will assist the Company with the following in connection with the Offering: (a) reviewing materials prepared by the Company that describe the Company; (b) qualifying and contacting potential investors; (c) making presentations to potential investors; and (d) reviewing proposals from potential investors.

591153v3

EXHIBIT
S-20
ADMITTED

2. Placement Agent Fee.

(a) At each closing of the Offering (the "Closing"), the Company shall pay Gilford a non-refundable fee (the "Placement Agent Fee") equal to: (x) ten percent (10%) of the gross amount of funds received by the Company from any investors introduced by Gilford, or from any investors introduced by another FINRA Member (as defined herein), if that FINRA Member was introduced to the Company by Gilford, and (y) five percent (5%) of the gross amount of funds received by the Company from all other investors; provided, however, if the aggregate amount money raised in the Offering is greater than or equal to one million five hundred thousand dollars ($1,500,000)(the "Threshold Amount"), then the Placement Agent Fee will be ten percent (10%) of the aggregate amount raised, regardless of the source of the funds. The Company acknowledges that once the Threshold Amount is raised, the Company will owe additional compensation to Gilford to cover the Placement Agent Fee for the Closings that occurred prior to the Closing when the Threshold Amount was raised.

(b) The Placement Agent Fee shall be paid by wire transfer to Gilford's bank account no later two (2) Business Days after each Closing of the Offering.

(c) The Company shall notify Gilford in advance of any Closing and Gilford shall have the right to attend any such closing. The Company shall provide Gilford with access to all closing documents and shall provide Gilford with all materials deemed necessary by Gilford to ascertain and timely collect its fees hereunder.

(d) In the event that this Agreement is terminated for any reason then, notwithstanding any such termination, Gilford shall be entitled to the Placement Agent Fee for any transaction which closes within twelve (12) months after such termination between the Company and an investor introduced to the Company by Gilford.

3. No Material Changes. At the Closing, there shall be no material change in the capital structure, capitalization or outstanding shares of any class of capital stock of the Company.

4. No Registration; Subscription Documents. The Offering will be conducted pursuant to an exemption from registration under the Securities Act. Offering materials covering the proposed Offering, including, but not limited to a Term Sheet, Promissory Note, Subscription Agreement, and Private Placement Memorandum (such materials, as may be supplemented or amended, shall hereinafter be referred to as the "Subscription Documents"), will be promptly prepared by the Company and its legal counsel in cooperation with the Agent and its counsel. All appropriate filings (and fees) at the state and federal level will be completed and paid at the Company's expense. In this regard, all documents to be filed shall be submitted to the Agent and its counsel for prior approval and no amendment will be made to the Subscription Documents without the prior consent of the Agent and its counsel, which consent shall not be unreasonably withheld or delayed. The Subscription Documents shall provide that each of the Company and the Agent shall have the right, in its sole discretion, to accept or reject any subscriptions in the Offering.

5. No Material Misstatements. The Company represents, warrants and covenants that the Subscription Documents will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. All statements in the Subscription Documents will be true and correct as of the date of the Subscription Documents and will be true and correct in all material respects on the Closing date(s) of the Offering.

6. Information. The Issuer's financial and operational history, its present condition, financial and otherwise, and its prospects shall be substantially as represented to us. The Company shall furnish Gilford with all financial and other information and data as Gilford believes appropriate and necessary in order to fulfill its obligations under this Agreement, and shall provide Gilford access to the officers, directors, employees and professional advisors of the Company. During the Term, the Company agrees to forward the names of potential interested parties to Gilford that are or become known to the Company. The Company acknowledges and agrees that Gilford: (i) shall be entitled to rely without investigation upon all information that is available from public sources and/or supplied to it by the Company or any advisor of the Company; (ii) shall not be responsible for, and need not verify, the accuracy, completeness or sufficiency of the information described in clause (i) above; and (iii) shall be entitled to assume that all projections made available to Gilford will have been prepared in good faith based upon reasonable assumptions. The Company agrees to promptly notify Gilford if it learns of any material inaccuracy or misstatement in, or material omission from, any information previously delivered to Gilford. In addition, Gilford shall be fully informed of any events, which might have a material effect on the business, operations, financial condition or prospects of the Company.

7. Blue Sky. The Offering will be qualified for sale under the "Blue Sky" or securities laws of such states as the Company and the Agent may reasonably request. The necessary legal work for such qualifications will be carried on at the Company's expense by counsel for the Company, or in the Agent's discretion, by counsel for the Agent.

8. Finder's Fees. The Company and the Agent each represents and acknowledges that there are no claims for services in the nature of a finder's fee nor are there any royalties, commissions or other payments (each, a "Finder's Fee") due to any other person or entity with respect to the proposed offering contemplated hereby, and that they shall conduct the Offering in compliance with applicable law, including appropriate exemptions from registration under securities laws. We shall compensate any of our personnel, who may have acted in such capacities, as we shall determine.

9. Expenses. Regardless of whether the Offering is consummated, the Company shall reimburse Gilford within ten (10) business days of receipt of invoices from Gilford, for all reasonable out-of-pocket expenses incurred by Gilford in connection with this Agreement, including but not limited to expenses related to communications, printing, copying, delivery, meals and travel. If the Offering is consummated, the Company will pay all expenses related to the Offering, including, but not limited to, the fees and expenses of its counsel, Gilford's legal fees, all printing and duplication costs related to the Subscription Documents and any exhibits

thereto, in such quantities as the Agent reasonably deems necessary and all postage, mailing and express charges and other expenses in connection with the delivery of copies of the Subscription Documents. The Company shall also bear all expenses in connection with Blue-Sky registrations (including legal fees of the Company's counsel and filing and legal expenses), registrar and transfer agent fees, accounting fees, and issue and transfer taxes, if any.

10. Material Adverse Change. If Gilford does not or fails to complete the proposed Offering and the reasons therefore are reasonably related to a material adverse change in the business or financial results, prospects or condition of the Company, or a material adverse change in market conditions or if the proposed Offering is not completed because of the Company's actions or failure to take such actions as are reasonably required hereunder and Gilford is prepared to perform in accordance with the terms herein, then, in any such case, subject to Section 9, the Company agrees to promptly pay Gilford its actual out of pocket expenses.

11. Other Agreements. It is understood that Gilford may enter into other agreements with members of the Financial Industry Regulatory Authority, Inc. (each, a "FINRA Member") who may act as sub-placement agents and/or dealers in connection with the proposed Offering contemplated herein, but the Company shall have no liability to such entities for fees and expenses incurred in connection with their participation in the Offering, and Gilford shall be responsible for their compensation.

12. Opinion of Counsel. On the date of each Closing, the Agent shall receive the opinion of counsel to the Company dated the date of the Closing and addressed to the Agent and to each purchaser of Securities in the Offering, which opinion shall include customary opinions for private placements and shall be in form and substance reasonably satisfactory to the Agent's counsel.

13. No Liability for Expenses. Gilford shall not be responsible for any expense of the Company for any charges or claims related to the proposed financing or otherwise if the sale of securities to be offered contemplated by this letter is not consummated.

14. Indemnification Agreement. The Company and Gilford hereby agree to the terms and conditions of the Indemnification Agreement attached hereto as Appendix A with the same force and effect as if such terms and conditions were set forth herein.

15. Term; Survival; Severability. The term (the "Term") of Gilford's engagement under this Agreement will begin on the date hereof and end on the earlier of: (i) the consummation of the Offering, or (ii) five (5) days after receipt by either party of written notice of termination given by the other party, provided, however, the Company may not give notice of termination prior to June 1, 2012. The agreements and statements contained in this Section 15 and in Sections 2, 9, 13, 14, 17, 18 and 19, and Appendix A to, this Agreement shall remain operative and in full force and shall survive the termination of the Agreement. If any provision hereof is unenforceable or invalid, it shall be given effect to the maximum extent it may be enforceable or valid, and such

unenforceability or invalidity shall not affect the enforceability or validity of any other provision of this Agreement.

16. Conflicts. The Company acknowledges that Gilford and its affiliates may have and may continue to have investment banking and/or other relationships with parties other than the Company pursuant to which Gilford may acquire information of interest to the Company. Gilford shall have no obligation to disclose such information to the Company, or to use such information in connection with this Agreement.

17. Notices. All notices and other communications hereunder shall be in writing, mailed by registered or certified mail, with return receipt requested, or delivered by a nationally recognized overnight courier, or hand delivery. Notices and other communications shall be effective: (i) if given by mail, three (3) days after deposit in the U.S. mails, postage prepaid, addressed to such party at the address set forth above (or such other address as such party may specify in writing to the other party) (each, an "Address"), or (ii) if given by courier or by hand delivery, when delivered to the Address of such party.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be fully performed therein. Any disputes which arise under this Agreement, even after the termination of this Agreement, will be heard only in the state or federal courts located in New York, New York. The parties expressly agree to submit themselves to the jurisdiction of the foregoing courts in New York, New York. The parties expressly waive any rights they may have to contest the jurisdiction, venue or authority of any court sitting in New York, New York. In the event of the bringing of any action or suit by a party against the other party hereto arising out of or relating to this Agreement, the party in whose favor the final judgment or award shall be entered shall be entitled to have and recover from the other party its costs and expenses incurred in connection therewith, including its reasonable attorneys' fees. ANY RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY SUCH ACTION, PROCEEDING OR SUIT ARE HEREBY WAIVED BY GILFORD AND THE COMPANY.

19. Miscellaneous. This Agreement may not be modified or amended except in writing signed by Gilford and the Company. This Agreement shall be binding upon and inure to the benefit of both Gilford and the Company and their respective assigns, successors and legal representatives. This Agreement (together with Appendix A) constitutes the entire agreement of Gilford and the Company with respect to the subject matter hereof and supersedes any prior agreements. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect, and the remainder of this Agreement shall remain in full force and effect. This Agreement may be executed in counterparts (including facsimile or electronic counterparts), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

We look forward to working with you on the Offering. If the foregoing accurately sets forth our understanding and agreement, kindly sign this Agreement and the enclosed executed copies and return two (2) copies to us.

Very truly yours,

GILFORD SECURITIES INCORPORATED

By: _____
Robert A. Maley
President

ACCEPTED AND AGREED TO THIS

___ day of April 2012

LOANGO CORPORATION

By: _____
Jeffrey Petterson
Chairman

Loango Corporation
General Ledger
All Dates

Date	Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
Bofa Checking 2955								
06/17/2011	Deposit			Deposit		Capital Contribution	10,000.00	10,000.00
09/28/2011	Deposit			Deposit		Capital Contribution	30,000.00	40,000.00
10/06/2011	Cash Expense			Bank of America-vendor	Wire transfer fee	Bank Charges	-25.00	39,975.00
10/06/2011	Deposit			Deposit		Capital Contribution	45,000.00	84,975.00
10/11/2011	Cash Expense			undefined outgoing transfer	WIRE TYPE:WIRE OUT DATE:111011 TIME:0617 ET TRN:2011101100071143 SERVICE REF:003310 BNF:GARY AGRON ID:4120015632 BNF BK:VECTRA BK COLO RADO NATL ID:102003154 PMT DET:67380500	Uncategorized expense	-10,000.00	74,975.00
10/11/2011	Cash Expense			Bank of America-vendor	Wire transfer fee	Bank Charges	-25.00	74,950.00
10/13/2011	Cash Expense			Bank of America-vendor	Wire transfer fee	Bank Charges	-25.00	74,925.00
10/13/2011	Cash Expense			undefined outgoing transfer	WIRE TYPE:BOOK OUT DATE:111013 TIME:1209 ET TRN:2011101300164454 RELATED REF:67570508 BNF:JEFFREY S PETERSON ID:457018843307	Uncategorized expense	-10,000.00	64,925.00
10/13/2011	Deposit			Deposit		Capital Contribution	25,000.00	89,925.00
10/13/2011	Cash Expense			undefined outgoing transfer	WIRE TYPE:WIRE OUT DATE:111011 TIME:0617 ET TRN:2011101100071143 SERVICE REF:003310 BNF:GARY AGRON ID:4120015632 BNF BK:VECTRA BK COLO RADO NATL ID:102003154 PMT DET:67380500	Uncategorized expense	-10,000.00	79,925.00
10/13/2011	Transfer				Online Banking transfer to Sav 2939 Confirmation# 1654420740	BoFa Savings 2939	-1,000.00	78,925.00
10/18/2011	Cash Expense			undefined outgoing transfer	TRANSFER LOANGO CORPORATION:Corporation Service Confirmation# 4098181182	Uncategorized expense	-773.80	78,151.20
10/19/2011	Deposit			Deposit	counter credit	Capital Contribution	50,000.00	128,151.20
10/19/2011	Cash Expense			Bank of America-vendor	Wire transfer fee	Bank Charges	-10.00	128,141.20
10/24/2011	Cash Expense			undefined outgoing transfer	TRANSFER LOANGO CORPORATION:Corporation Service Confirmation# 4098181182	Uncategorized expense	-2,501.86	125,639.34
10/25/2011	Cash Expense			Advance Loan Technologies	WIRE TYPE:WIRE OUT DATE:111027 TIME:0541 ET TRN:2011102600261660 SERVICE REF:001860 BNF:ADVANCE LOAN TECHNOLOGIES, ID:1000104110944 BNF BK:SUNTRUST BANK ATLANTA ID:061000104 PMT DET. 68139522	Uncategorized expense	-9,000.00	116,639.34
10/25/2011	Transfer				WIRE TYPE:FX OUT DATE:111026 TIME:1645 ET TRN:2011102500253592 FX:PHP 316280.68 41.0808 BNF:ALDRIN BALDONADO ID:9835-0042-25 BNF BK:BANK O F THE	Investment in Philippines	-7,698.99	108,940.35

ACC000873

EXHIBIT
S-21
ADMITTED

Date	Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
					PHILIPPINE ID:BOPIPHMM PMT DET:68078246 /FXR EF/TE-3-29-97158164			
10/27/2011	Cash Expense			Bank of America-vendor	Wire transfer fee	Bank Charges	-25.00	108,915.35
11/07/2011	Cash Expense			Bank of America-vendor	ONLINE BUSINESS SUITE ACCT MGMT SERVICES	Bank Charges	-15.00	108,900.35
11/07/2011	Transfer				WIRE TYPE:FX OUT DATE:111109 TIME:1443 ET TRN:2011110800190009 FX:PHP 500000.00 41.2029 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BANCO DE ORO UNIBANK, I ID:BNORPHMM PMT DET:68752442 /FXREF/TE-3-3-100128805	Investment in Philippines	-12,135.07	96,765.28
11/08/2011	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-35.00	96,730.28
11/08/2011	Transfer				WIRE TYPE:FX OUT DATE:111117 TIME:1545 ET TRN:2011111600231198 FX:PHP 500000.00 41.4465 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BANCO DE ORO UNIBANK, I ID:BNORPHMM PMT DET:69108232 /FXREF/TE-3-34-101755562	Investment in Philippines	-12,063.74	84,666.54
12/05/2011	Transfer				WIRE TYPE:FX OUT DATE:111206 TIME:0926 ET TRN:2011120500139359 FX:PHP 500000.00 41.2223 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BANCO DE ORO UNIBANK, I ID:BNORPHMM PMT DET:69911828 /FXREF/TE-3-33-105241678	Investment in Philippines	-12,129.36	72,537.18
12/05/2011	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-35.00	72,502.18
12/07/2011	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-15.00	72,487.18
12/07/2011	Cash Expense			Purl Communication LLC PHOENIX	CHECKCARD 1206 PURL COMMUNICATIONS LLC PHOENIX AZ 24493981340187000001007 CKCD 7338 4635880004556601	Office Expenses	-153.02	72,334.16
12/08/2011	Cash Expense			undefined outgoing transfer	Counter Debit	Uncategorized expense	-325.00	72,009.16
12/14/2011	Transfer				BillingTree DES:8772439724 ID:626282 INDN:LOANGO CORPORATION CO ID:42-1578037 CCD	Investment in Philippines	-250.00	71,759.16
12/15/2011	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-25.00	71,734.16
12/15/2011	Transfer				WIRE TYPE:BOOK OUT DATE:111215 TIME:1310 ET TRN:2011121500215072 RELATED REF:70406964 BNF:COMPASS ESTATE PLANNING, L ID:004371853296	Compass Estate Planning	-15,000.00	56,734.16
12/16/2011	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-35.00	56,699.16
12/16/2011	Transfer				WIRE TYPE:FX OUT DATE:111219 TIME:1456 ET TRN:2011121600233436 FX:PHP 200000.00 41.6573 BNF:INFOBENEFIT CORPORATION	Investment in Philippines	-4,801.08	51,898.08

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Date	Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
					ID:004858013633 BNF BK:BANCO DE ORO UNIBANK, I ID:BNORPHMM PMT DET:70477490 /FXREF/TE-3-2-107741900			
12/19/2011	Transfer				WIRE TYPE:FX OUT DATE:111220 TIME:1630 ET TRN:2011121900276916 FX:PHP 20000.00 41.7855 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BANCO DE ORO UNIBANK, I ID:BNORPHMM PMT DET:70567090 /FXREF/TE-3-33-108248604	Investment in Philippines	-478.63	51,419.45
12/19/2011	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-35.00	51,384.45
12/21/2011	Transfer				WIRE TYPE:FX OUT DATE:111223 TIME:1711 ET TRN:2011122100286588 FX:PHP 200000.00 41.5716 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BANCO DE ORO UNIBANK, I ID:BNORPHMM PMT DET:70678468 /FXREF/TE-3-28-108752755	Investment in Philippines	-4,810.98	46,573.47
12/21/2011	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-35.00	46,538.47
12/28/2011	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-35.00	46,503.47
12/28/2011	Transfer				WIRE TYPE:FX OUT DATE:111229 TIME:0603 ET TRN:2011122800092303 FX:PHP 250000.00 41.6616 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BANCO DE ORO UNIBANK, I ID:BNORPHMM PMT DET:70906306 /FXREF/TE-3-32-109919230	Investment in Philippines	-6,000.73	40,502.74
01/03/2012	Transfer				Online Banking transfer to Sav 2939 Confirmation# 2863291232	BoFa Savings 2939	-40,297.74	205.00
01/09/2012	Cash Expense			Bank of America-vendor	Wire Transfer feeShow additional information for activity type bank charge - 15.00 ONLINE BUSINESS SUITE ACCT MGMT SERVICES	Bank Charges	-15.00	190.00
01/12/2012	Transfer				Online Banking transfer from SAV 2939 Confirmation# 1440621082	BoFa Savings 2939	1,000.00	1,190.00
01/12/2012	Transfer				WIRE TYPE:FX OUT DATE:120117 TIME:1713 ET TRN:2012011200262338 FX:PHP 36064.55 41.8425 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BANCO DE ORO UNIBANK, I ID:BNORPHMM PMT DET:71631314 /FXREF/TE-3-25-113077216	Investment in Philippines	-861.91	328.09
01/26/2012	Transfer				BillingTreeSettl DES:8772439724 ID:0-Upfront Reser INDN:LoanGo Corporation CO ID:42-1578037 CCD	Investment in Philippines	-36,000.00	-35,671.91
01/26/2012	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-35.00	-35,706.91

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Date	Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
02/06/2012	Cash Expense			Amazon Web Services	CHECKCARD 0204 Amazon Web Services aws.amazon.coWA 24692162035000894717297 CKCD 7399 4635880004556601	Office Expenses	-156.79	-35,863.70
02/06/2012	Transfer				RETURN OF POSTED CHECK / ITEM (RECEIVED ON 01-26) ELECTRONIC TRANSACTION	Investment in Philippines	36,000.00	136.30
02/07/2012	Cash Expense			Bank of America-vendor	Show additional information for activity type bank charge -15.00 ONLINE BUSINESS SUITE ACCT MGMT SERVICES	Bank Charges	-15.00	121.30
02/15/2012	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-35.00	86.30
02/15/2012	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-35.00	51.30
02/21/2012	Journal Entry	15				-SPLIT-	-36,000.00	-35,948.70
02/21/2012	Transfer				BillingTreeSettl DES:8772439724 ID:0-Upfront Reser INDN:LoanGo Corporation CO ID 42-1578037 CCD	Investment in Philippines	36,000.00	51.30
02/23/2012	Transfer				Online Banking transfer from SAV 2939 Confirmation# 4202012508	BoFa Savings 2939	40,000.00	40,051.30
02/24/2012	Transfer				BillingTreeSettl DES:8772439724 ID:0-Upfront Reser INDN:LoanGo Corporation CO ID:42-1578037 CCD	Investment in Philippines	-36,000.00	4,051.30
02/29/2012	Transfer				WIRE TYPE:FX OUT DATE:120301 TIME:0604 ET TRN:2012022900046912 FX:PHP 250000.00 40.7905 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BDO UNIBANK, INC. ID:BNORPHMM PMT DET:73746 966 /FXREF/TE-3-72-125125771	Investment in Philippines	-6,128.88	-2,077.58
02/29/2012	Transfer				Online Banking transfer to CHK 2955 Confirmation# 0249131812	BoFa Savings 2939	5,000.00	2,922.42
02/29/2012	Cash Expense			Bank of America-vendor	Wire Transfer Fee	Bank Charges	-15.00	2,907.42
02/29/2012	Cash Expense			Bank of America-vendor	Wire Transfer Fee	Bank Charges	-35.00	2,872.42
02/29/2012	Transfer				WIRE TYPE:FX OUT DATE:120301 TIME:0604 ET TRN:2012022900046912 FX:PHP 250000.00 40.7905 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BDO UNIBANK, INC ID:BNORPHMM PMT DET:73746 966 /FXREF/TE-3-72-125125771	Investment in Philippines	-6,128.88	-3,256.46
03/05/2012	Transfer				Online Banking transfer from SAV 2939 Confirmation# 3898111581	BoFa Savings 2939	5,000.00	1,743.54
03/05/2012	Cash Expense			Amazon Web Services	CHECKCARD 0303 Amazon Web Services aws.amazon coWA 24692162063000560844859 CKCD 7399 4635880004556601	Office Expenses	-554.76	1,188.78
03/05/2012	Transfer				WIRE TYPE:FX OUT DATE:120306 TIME:1609 ET TRN:2012030500264437 FX:PHP 250000.00 40.8572 BNF:INFOBENEFIT CORPORATION	Investment in Philippines	-6,118.87	-4,930.09

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Date	Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
					ID 004858013633 BNF BK:BDO UNIBANK, INC ID:BNORPHMM PMT DET:74067 006 /FXREF/TE-3-36-126326564			
03/05/2012	Cash Expense			Bank of America-vendor	Wire Transfer Fee	Bank Charges	-35.00	-4,965.09
03/05/2012	Cash Expense			Bank of America-vendor	Hide additional information for activity type bank charge -15.00 ONLINE BUSINESS SUITE ACCT MGMT SERVICES Edit description	Bank Charges	-15.00	-4,980.09
03/08/2012	Cash Expense			USGLOBALMAILCOM HOUSTON	CHECKCARD 0306 USGLOBALMAILCOM HOUSTON TX 24472682067952382441299 CKCD 5111 4635880004556601	Stationery & Printing	-335.43	-5,315.52
03/13/2012	Transfer				Online Banking transfer to CHK 2955 Confirmation# 4167497753	BoFa Savings 2939	5,000.00	-315.52
03/14/2012	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-25.00	-340.52
03/14/2012	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-35.00	-375.52
03/14/2012	Transfer				WIRE TYPE:FX OUT DATE:120315 TIME:0539 ET TRN:2012031400066835 FX:PHP 115870.00 40.6286 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BDO UNIBANK, INC ID:BNORPHMM PMT DET:74459 304 /FXREF/TE-3-58-128487098	Investment in Philippines	-2,851.93	-3,227.45
03/14/2012	Cash Expense			ELIJAH ROSOV (sCHOOLS FEDERAL)	WIRE TYPE:WIRE OUT DATE:120314 TIME:0538 ET TRN 2012031300253695 SERVICE REF:001566 BNF:ELIJAH ROSOV ID:4326438207 BNF BK:DESERT SCHOO LS FEDERAL ID:122187238 PMT DET:74451262	Uncategorized expense	-1,500.00	-4,727.45
03/19/2012	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-35.00	-4,762.45
03/19/2012	Transfer				WIRE TYPE:FX OUT DATE:120321 TIME:1719 ET TRN:2012031900267567 FX:PHP 50000.00 40.7405 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BDO UNIBANK, INC ID:BNORPHMM PMT DET:74704 184 /FXREF/TE-3-49-129824145	Investment in Philippines	-1,227.28	-5,989.73
03/19/2012	Transfer				Online Banking transfer to CHK 2955 Confirmation# 3719184309	BoFa Savings 2939	5,000.00	-989.73
03/21/2012	Transfer				BillingTree Sett DES:8772439724 ID:803060 INDN:LoanGo Corporation CO ID:42-1578037 CCD	Investment in Philippines	-300.00	-1,289.73
03/22/2012	Cash Expense			USGLOBALMAILCOM HOUSTON	CHECKCARD 0320 USGLOBALMAILCOM HOUSTON TX 24472682081952308676053 CKCD 5111 4635880004556601	Stationery & Printing	-15.00	-1,304.73
03/28/2012	Cash Expense			Bank of America-vendor	Voided - Wire Transfer fee	Bank Charges	0.00	-1,304.73
03/28/2012	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-35.00	-1,339.73
04/06/2012	Transfer				Online Banking transfer to CHK 2955 Confirmation# 2773735171	BoFa Savings 2939	10,000.00	8,660.27

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Date	Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
04/11/2012	Transfer				Online Banking transfer to CHK 2955 Confirmation# 0417624360	BoFa Savings 2939	10,000.00	18,660.27
Total for Bofa Checking 2955							**$18,660.27**	
BoFa Savings 2939								
07/29/2011	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-15.00	-15.00
08/31/2011	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-15.00	-30.00
09/30/2011	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-15.00	-45.00
10/13/2011	Transfer				Online Banking transfer to Sav 2939 Confirmation# 1654420740	Bofa Checking 2955	1,000.00	955.00
10/25/2011	Cash Expense			Bank of America-vendor	Wire transfer fee	Bank Charges	-35.00	920.00
10/31/2011	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-15.00	905.00
10/31/2011	Journal Entry	4				-SPLIT-	0.04	905.04
11/16/2011	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-35.00	870.04
11/30/2011	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-15.00	855.04
11/30/2011	Journal Entry	6				-SPLIT-	0.05	855.09
12/30/2011	Journal Entry	8				-SPLIT-	0.04	855.13
12/30/2011	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-15.00	840.13
01/03/2012	Transfer				Online Banking transfer to Sav 2939 Confirmation# 2863291232	Bofa Checking 2955	40,297.74	41,137.87
01/12/2012	Transfer				Online Banking transfer from SAV 2939 Confirmation# 1440621082	Bofa Checking 2955	-1,000.00	40,137.87
01/26/2012	Journal Entry	10				-SPLIT-	2.56	40,140.43
01/26/2012	Transfer				WIRE TYPE:FX OUT DATE:120130 TIME:1825 ET TRN:2012012600248242 FX:PHP 35257.06 40.6977 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BANCO DE ORO UNIBANK, I ID:BNORPHMM PMT DET:72216472 /FXREF/TE-3-29-116868883	Investment in Philippines	-866.32	39,274.11
02/15/2012	Transfer				TRN:2012021500289561 FX:PHP 35758.34 40.4982 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BDO UNIBANK, INC ID BNORPHMM PMT DET:73174 920 /FXREF/TE-3-29-121481084	Investment in Philippines	-882.96	38,391.15
02/21/2012	Journal Entry	11				-SPLIT-	70,000.00	108,391.15
02/23/2012	Transfer				Online Banking transfer from SAV 2939 Confirmation# 4202012508	Bofa Checking 2955	-40,000.00	68,391.15
02/24/2012	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-35.00	68,356.15
02/24/2012	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-35.00	68,321.15
02/24/2012	Transfer				WIRE TYPE:FX OUT DATE:120227 TIME:1455 ET TRN:2012022400222986 FX:PHP 39425.17 40.693 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF	Investment in Philippines	-968.84	67,352.31

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Date	Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
					BK:BDO UNIBANK, INC ID:BNORPHMM PMT DET:73566 148 /FXREF/TE-3-64-124182290			
02/29/2012	Transfer				Online Banking transfer to CHK 2955 Confirmation# 0249131812	Bofa Checking 2955	-5,000 00	62,352 31
02/29/2012	Journal Entry	12				-SPLIT-	2.93	62,355 24
03/05/2012	Transfer				Online Banking transfer from SAV 2939 Confirmation# 3898111581	Bofa Checking 2955	-5,000.00	57,355.24
03/13/2012	Cash Expense			Bank of America-vendor	Wire Transfer fee	Bank Charges	-35 00	57,320.24
03/13/2012	Transfer				Online Banking transfer to CHK 2955 Confirmation# 4167497753	Bofa Checking 2955	-5,000.00	52,320.24
03/13/2012	Transfer				WIRE TYPE:FX OUT DATE:120314 TIME:1625 ET TRN:2012031300233575 FX:PHP 25511 36 40.522 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BDO UNIBANK, INC ID:BNORPHMM PMT DET:74446 128 /FXREF/TE-3-20-128348898	Investment in Philippines	-629.57	51,690.67
03/19/2012	Transfer				Online Banking transfer to CHK 2955 Confirmation# 3719184309	Bofa Checking 2955	-5,000.00	46,690.67
03/28/2012	Transfer				WIRE TYPE:FX OUT DATE:120329 TIME:1426 ET TRN:2012032800212649 FX:PHP 29854.78 40.788 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BDO UNIBANK, INC ID:BNORPHMM PMT DET:75122 852 /FXREF/TE-3-21-131905195	Investment in Philippines	-731.95	45,958 72
04/06/2012	Transfer				Online Banking transfer to CHK 2955 Confirmation# 2773735171	Bofa Checking 2955	-10,000 00	35,958 72
04/07/2012	Journal Entry	13				-SPLIT-	3.55	35,962.27
04/11/2012	Transfer				Online Banking transfer to CHK 2955 Confirmation# 0417624360	Bofa Checking 2955	-10,000.00	25,962.27
Total for BoFa Savings 2939							**$25,962.27**	
Compass Estate Planning								
12/15/2011	Transfer				WIRE TYPE:BOOK OUT DATE:111215 TIME:1310 ET TRN:2011121500215072 RELATED REF 70406964 BNF:COMPASS ESTATE PLANNING, L ID:004371853296	Bofa Checking 2955	-15,000 00	-15,000.00
Total for Compass Estate Planning							**$ -15,000.00**	
Investment in Philippines								
10/25/2011	Transfer				WIRE TYPE:FX OUT DATE:111026 TIME:1645 ET TRN:2011102500253592 FX:PHP 316280.68 41.0808 BNF:ALDRIN BALDONADO ID:9835-0042-25 BNF BK:BANK O F THE PHILIPPINE ID:BOPIPHMM PMT DET:68078246 /FXREF/TE-3-29-97158164	Bofa Checking 2955	-7,698.99	-7,698.99
11/07/2011	Transfer				WIRE TYPE:FX OUT DATE:111109 TIME:1443 ET TRN:2011110800190009 FX:PHP 500000.00 41 2029 BNF:INFOBENEFIT	Bofa Checking 2955	-12,135.07	-19,834.06

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Date	Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
					CORPORATION ID:004858013633 BNF BK:BANCO DE ORO UNIBANK, I ID:BNORPHMM PMT DET:68752442 /FXREF/TE-3-3-100128805			
11/08/2011	Transfer				WIRE TYPE:FX OUT DATE:111117 TIME:1545 ET TRN:2011111600231198 FX:PHP 500000.00 41.4465 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BANCO DE ORO UNIBANK, I ID:BNORPHMM PMT DET:69108232 /FXREF/TE-3-34-101755562	Bofa Checking 2955	-12,063.74	-31,897.80
12/05/2011	Transfer				WIRE TYPE:FX OUT DATE:111206 TIME:0926 ET TRN:2011120500139359 FX:PHP 500000.00 41.2223 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BANCO DE ORO UNIBANK, I ID:BNORPHMM PMT DET 69911328 /FXREF/TE-3-33-105241678	Bofa Checking 2955	-12,129.36	-44,027.16
12/14/2011	Transfer				BillingTree DES:8772439724 ID:626282 INDN:LOANGO CORPORATION CO ID 42-1578037 CCD	Bofa Checking 2955	-250.00	-44,277.16
12/16/2011	Transfer				WIRE TYPE:FX OUT DATE:111219 TIME:1456 ET TRN:2011121600233436 FX:PHP 200000.00 41.6573 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BANCO DE ORO UNIBANK, I ID:BNORPHMM PMT DET:70477490 /FXREF/TE-3-2-107741900	Bofa Checking 2955	-4,801.08	-49,078.24
12/19/2011	Transfer				WIRE TYPE:FX OUT DATE:111220 TIME:1630 ET TRN:2011121900276916 FX:PHP 20000.00 41.1855 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BANCO DE ORO UNIBANK, I ID:BNORPHMM PMT DET:70567090 /FXREF/TE-3-33-108248604	Bofa Checking 2955	-478.63	-49,556.87
12/21/2011	Transfer				WIRE TYPE:FX OUT DATE:111223 TIME:1711 ET TRN:2011122100286588 FX:PHP 200000.00 41.5716 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BANCO DE ORO UNIBANK, I ID:BNORPHMM PMT DET:70678468 /FXREF/TE-3-28-108752755	Bofa Checking 2955	-4,810.98	-54,367.85
12/28/2011	Transfer				WIRE TYPE:FX OUT DATE:111229 TIME:0603 ET TRN:2011122300092303 FX:PHP 250000.00 41.6616 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BANCO DE ORO UNIBANK, I ID:BNORPHMM	Bofa Checking 2955	-6,000.73	-60,368.58

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Date	Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
					PMT DET:70906306 /FXREF/TE-3-32-109919230			
01/12/2012	Transfer				WIRE TYPE:FX OUT DATE:120117 TIME:1713 ET TRN:2012011200262338 FX:PHP 36064.55 41.8425 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BANCO DE ORO UNIBANK, I ID:BNORPHMM PMT DET:71631314 /FXREF/TE-3-25-113077216	Bofa Checking 2955	-861.91	-61,230.49
01/26/2012	Transfer				WIRE TYPE:FX OUT DATE:120130 TIME:1825 ET TRN:2012012600248242 FX:PHP 35257.06 40.6977 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BANCO DE ORO UNIBANK, I ID:BNORPHMM PMT DET:72216472 /FXREF/TE-3-29-116868883	BoFa Savings 2939	-866.32	-62,096.81
01/26/2012	Transfer				BillingTreeSettl DES:8772439724 ID:0-Upfront Reser INDN:LoanGo Corporation CO ID:42-1578037 CCD	Bofa Checking 2955	-36,000.00	-98,096.81
02/06/2012	Transfer				RETURN OF POSTED CHECK / ITEM (RECEIVED ON 01-26) ELECTRONIC TRANSACTION	Bofa Checking 2955	36,000.00	-62,096.81
02/15/2012	Transfer				TRN:2012021500289661 FX:PHP 35758.34 40.4982 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BDO UNIBANK, INC. ID:BNORPHMM PMT DET:73174 920 /FXREF/TE-3-29-121481084	BoFa Savings 2939	-882.96	-62,979.77
02/21/2012	Journal Entry	15				-SPLIT-	-36,000.00	-98,979.77
02/21/2012	Transfer				BillingTreeSettl DES:8772439724 ID:0-Upfront Reser INDN:LoanGo Corporation CO ID:42-1578037 CCD	Bofa Checking 2955	36,000.00	-62,979.77
02/24/2012	Transfer				BillingTreeSettl DES:8772439724 ID:0-Upfront Reser INDN:LoanGo Corporation CO ID:42-1578037 CCD	Bofa Checking 2955	-36,000.00	-98,979.77
02/24/2012	Transfer				WIRE TYPE:FX OUT DATE:120227 TIME:1455 ET TRN:2012022400222986 FX:PHP 39425.17 40.693 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BDO UNIBANK, INC. ID:BNORPHMM PMT DET:73566 148 /FXREF/TE-3-64-124182290	BoFa Savings 2939	-968.84	-99,948.61
02/29/2012	Transfer				WIRE TYPE:FX OUT DATE:120301 TIME:0604 ET TRN:2012022900046912 FX:PHP 250000.00 40.7905 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BDO UNIBANK, INC ID:BNORPHMM PMT DET:73746 966 /FXREF/TE-3-72-125125771	Bofa Checking 2955	-6,128.88	-106,077.49

ACC000881

Date	Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
02/29/2012	Transfer				WIRE TYPE:FX OUT DATE:120301 TIME:0604 ET TRN:2012022900046912 FX:PHP 250000.00 40.7905 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BDO UNIBANK, INC. ID:BNORPHMM PMT DET:73746 966 /FXREF/TE-3-72-125125771	Bofa Checking 2955	-6,128.88	-112,206.37
03/05/2012	Transfer				WIRE TYPE:FX OUT DATE:120306 TIME:1603 ET TRN:2012030500264437 FX:PHP 250000.00 40.8572 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BDO UNIBANK, INC. ID:BNORPHMM PMT DET:74067 006 /FXREF/TE-3-36-126326564	Bofa Checking 2955	-6,118.87	-118,325.24
03/13/2012	Transfer				WIRE TYPE:FX OUT DATE:120314 TIME:1625 ET TRN:2012031300233575 FX:PHP 25511.36 40.522 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BDO UNIBANK, INC. ID:BNORPHMM PMT DET:74446 128 /FXREF/TE-3-20-128348598	BoFa Savings 2939	-629.57	-118,954.81
03/14/2012	Transfer				WIRE TYPE:FX OUT DATE:120315 TIME:0539 ET TRN:2012031400066835 FX:PHP 115870.00 40.6286 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BDO UNIBANK, INC. ID:BNORPHMM PMT DET:74459 304 /FXREF/TE-3-58-128487098	Bofa Checking 2955	-2,851.93	-121,806.74
03/19/2012	Transfer				WIRE TYPE:FX OUT DATE:120321 TIME:1719 ET TRN:2012031900267567 FX:PHP 50000.00 40.7405 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BDO UNIBANK, INC. ID:BNORPHMM PMT DET:74704 184 /FXREF/TE-3-49-129824145	Bofa Checking 2955	-1,227.28	-123,034.02
03/21/2012	Transfer				BillingTree Sett DES:8772439724 ID:803060 INDN:LoanGo Corporation CO ID:42-1578037 CCD	Bofa Checking 2955	-300.00	-123,334.02
03/28/2012	Transfer				WIRE TYPE:FX OUT DATE:120329 TIME:1426 ET TRN:2012032800212649 FX:PHP 29854.78 40.788 BNF:INFOBENEFIT CORPORATION ID:004858013633 BNF BK:BDO UNIBANK, INC. ID:BNORPHMM PMT DET:75122 852 /FXREF/TE-3-21-131905195	BoFa Savings 2939	-731.95	-124,065.97
Total for Investment in Philippines							**$ -124,065.97**	
Capital Contribution								
06/17/2011	Deposit			Deposit		Bofa Checking 2955	10,000.00	10,000.00
09/28/2011	Deposit			Deposit		Bofa Checking 2955	30,000.00	40,000.00
10/06/2011	Deposit			Deposit		Bofa	45,000.00	85,000.00

ACC000882

Date	Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
						Checking 2955		
10/13/2011	Deposit			Deposit		Bofa Checking 2955	25,000.00	110,000.00
10/19/2011	Deposit			Deposit		Bofa Checking 2955	50,000.00	160,000.00
Total for Capital Contribution							**$160,000.00**	
John Jordan								
02/21/2012	Journal Entry	11				-SPLIT-	70,000.00	70,000.00
Total for John Jordan							**$70,000.00**	
Bank Charges								
07/29/2011	Cash Expense			Bank of America-vendor		BoFa Savings 2939	15.00	15.00
08/31/2011	Cash Expense			Bank of America-vendor		BoFa Savings 2939	15.00	30.00
09/30/2011	Cash Expense			Bank of America-vendor		BoFa Savings 2939	15.00	45.00
10/06/2011	Cash Expense			Bank of America-vendor		Bofa Checking 2955	25.00	70.00
10/11/2011	Cash Expense			Bank of America-vendor		Bofa Checking 2955	25.00	95.00
10/13/2011	Cash Expense			Bank of America-vendor		Bofa Checking 2955	25.00	120.00
10/19/2011	Cash Expense			Bank of America-vendor		Bofa Checking 2955	10.00	130.00
10/25/2011	Cash Expense			Bank of America-vendor		BoFa Savings 2939	35.00	165.00
10/27/2011	Cash Expense			Bank of America-vendor		Bofa Checking 2955	25.00	190.00
10/31/2011	Cash Expense			Bank of America-vendor		BoFa Savings 2939	15.00	205.00
11/07/2011	Cash Expense			Bank of America-vendor		Bofa Checking 2955	15.00	220.00
11/08/2011	Cash Expense			Bank of America-vendor		Bofa Checking 2955	35.00	255.00
11/16/2011	Cash Expense			Bank of America-vendor		BoFa Savings 2939	35.00	290.00
11/30/2011	Cash Expense			Bank of America-vendor		BoFa Savings 2939	15.00	305.00
12/05/2011	Cash Expense			Bank of America-vendor		Bofa Checking 2955	35.00	340.00
12/07/2011	Cash Expense			Bank of America-vendor		Bofa Checking 2955	15.00	355.00
12/15/2011	Cash Expense			Bank of America-vendor		Bofa Checking 2955	25.00	380.00
12/16/2011	Cash Expense			Bank of America-vendor		Bofa Checking 2955	35.00	415.00
12/19/2011	Cash Expense			Bank of America-vendor		Bofa Checking 2955	35.00	450.00
12/21/2011	Cash Expense			Bank of America-vendor		Bofa Checking 2955	35.00	485.00
12/28/2011	Cash Expense			Bank of America-vendor		Bofa Checking 2955	35.00	520.00
12/30/2011	Cash Expense			Bank of America-vendor		BoFa Savings 2939	15.00	535.00
01/09/2012	Cash			Bank of America-		Bofa	15.00	550.00

ACC000883

Date	Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
	Expense			vendor		Checking 2955		
01/26/2012	Cash Expense			Bank of America-vendor		Bofa Checking 2955	35.00	585.00
02/07/2012	Cash Expense			Bank of America-vendor		Bofa Checking 2955	15.00	600.00
02/15/2012	Cash Expense			Bank of America-vendor		Bofa Checking 2955	35.00	635.00
02/15/2012	Cash Expense			Bank of America-vendor		Bofa Checking 2955	35.00	670.00
02/24/2012	Cash Expense			Bank of America-vendor		BoFa Savings 2939	35.00	705.00
02/24/2012	Cash Expense			Bank of America-vendor		BoFa Savings 2939	35.00	740.00
02/29/2012	Cash Expense			Bank of America-vendor		Bofa Checking 2955	35.00	775.00
02/29/2012	Cash Expense			Bank of America-vendor	monthly maintenace fee	Bofa Checking 2955	15.00	790.00
03/05/2012	Cash Expense			Bank of America-vendor		Bofa Checking 2955	15.00	805.00
03/05/2012	Cash Expense			Bank of America-vendor		Bofa Checking 2955	35.00	840.00
03/13/2012	Cash Expense			Bank of America-vendor		BoFa Savings 2939	35.00	875.00
03/14/2012	Cash Expense			Bank of America-vendor		Bofa Checking 2955	35.00	910.00
03/14/2012	Cash Expense			Bank of America-vendor		Bofa Checking 2955	25.00	935.00
03/19/2012	Cash Expense			Bank of America-vendor		Bofa Checking 2955	35.00	970.00
03/28/2012	Cash Expense			Bank of America-vendor		Bofa Checking 2955	35.00	1,005.00
03/28/2012	Cash Expense			Bank of America-vendor		Bofa Checking 2955	0.00	1,005.00
Total for Bank Charges							**$1,005.00**	
Office Expenses								
12/07/2011	Cash Expense			Purl Communication LLC PHOENIX		Bofa Checking 2955	153.02	153.02
02/06/2012	Cash Expense			Amazon Web Services	Business Services	Bofa Checking 2955	156.79	309.81
03/05/2012	Cash Expense			Amazon Web Services	Business Services	Bofa Checking 2955	554.76	864.57
Total for Office Expenses							**$864.57**	
Stationery & Printing								
03/08/2012	Cash Expense			USGLOBALMAILCOM HOUSTON	Wholesale Distributors & Manufacturers	Bofa Checking 2955	335.43	335.43
03/22/2012	Cash Expense			USGLOBALMAILCOM HOUSTON	Wholesale Distributors & Manufacturers	Bofa Checking 2955	15.00	350.43
Total for Stationery & Printing							**$350.43**	
Uncategorized expense								
10/11/2011	Cash Expense			undefined outgoing transfer		Bofa Checking 2955	10,000.00	10,000.00
10/13/2011	Cash			undefined outgoing		Bofa	10,000.00	20,000.00

ACC000884

Date	Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
	Expense			transfer		Checking 2955		
10/13/2011	Cash Expense			undefined outgoing transfer		Bofa Checking 2955	10,000.00	30,000.00
10/18/2011	Cash Expense			undefined outgoing transfer		Bofa Checking 2955	773.80	30,773.80
10/24/2011	Cash Expense			undefined outgoing transfer		Bofa Checking 2955	2,501.86	33,275.66
10/25/2011	Cash Expense			Advance Loan Technologies		Bofa Checking 2955	9,000.00	42,275.66
12/08/2011	Cash Expense			undefined outgoing transfer		Bofa Checking 2955	325.00	42,600.66
03/14/2012	Cash Expense			ELIJAH ROSOV (sCHOOLS FEDERAL)		Bofa Checking 2955	1,500.00	44,100.66
Total for Uncategorized expense							**$44,100.66**	
Interest Earned								
10/31/2011	Journal Entry	4				-SPLIT-	0.04	0.04
11/30/2011	Journal Entry	6				-SPLIT-	0.05	0.09
12/30/2011	Journal Entry	8				-SPLIT-	0.04	0.13
01/26/2012	Journal Entry	10				-SPLIT-	2.56	2.69
02/29/2012	Journal Entry	12				-SPLIT-	2.93	5.62
04/07/2012	Journal Entry	13				-SPLIT-	3.55	9.17
Total for Interest Earned							**$9.17**	

Tuesday, Apr 24, 2012 10:29:18 AM GMT-7 - Accrual Basis

ACC000885

GILFORD SECURITIES

INCORPORATED · MEMBER FINRA/SIPC

June 8, 2012

VIA EMAIL AND FIRST CLASS MAIL
LoanGo Corporation
[redacted], Utah [redacted]
Attention: Mr. Jeffrey Petterson, Chairman

Dear Jeff:

This letter confirms your prior conversation with Noah Agron, that Gilford Securities Incorporated, a New York corporation ("Gilford") has not been engaged by LoanGo Corporation, a Utah corporation (the "Company") to undertake a private offering of securities, or to engage in any other transaction. As you know, Gilford was negotiating in good faith the terms of an Engagement Letter with the Company, regarding a proposed transaction, however, the Company stated that is was not prepared to execute an Engagement Letter on the proposed terms. Therefore, we are terminating all further discussions at this time.

Since we have not entered into any Agreement regarding Gilford's engagement, Gilford is not authorized to act on behalf of the Company, and the Company is not authorized to use Gilford's name in connection with any financing activities.

We wish you the best of luck in your future endeavors.

Very truly yours,

GILFORD SECURITIES INCORPORATED

By: Robert A. Maley
Robert A. Maley
President and CEO

777 THIRD AVENUE, NEW YORK, NEW YORK 10017
Phone 212.888.6400 800.GILFORD Fax 212.826.9738
www.GilfordSecurities.com

610622v1

EXHIBIT
S-22
ADMITTED

Board of Directors Meeting
LoanGo Corporation

Minutes of Special Meeting of the Board of Directors

November 8, 2012

A Special Meeting of the Board of Directors of **LoanGo Corporation,** a Utah corporation (the "Company"), was held on November 8, 2012 at approximately 1:00 PM EST via conference telephone. Notice was duly given by electronic mail and first class mail on October 30, 2012. Present and acting throughout by telephone conference connection were John Ayers and Justin Billingsley, representing two of the three Directors of the Company and constituting a quorum of the Board of Directors. Also present and acting throughout by telephone conference connection was John G. Nossiff, Jr., of The Nossiff Law Firm, LLP, counsel to Messrs. Ayers and Billingsley, as Directors. All parties present were able to talk to and hear every other party at all times.

Mr. Ayers called the meeting to order and presided throughout. Mr. Billingsley was appointed Secretary pro tempore and recorded the minutes of the Meeting.

The first item of business was to discuss the original issuance of the Company's common stock. Mr. Billingsley summarized the relevant background as follows:

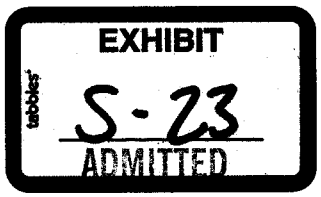
- Originally, Messrs. Ayers, Billingsley and Peterson (through Inter123 Corp.) were to be equal shareholders, each to be issued 333,367 shares of the Company's common stock

- At the suggestion of Mr. Peterson, Mr. Ayers had agreed to permit Mr. Peterson's entity (Inter123 Corp.) to hold Mr. Ayers' Company shares for Mr. Ayers' benefit

- Subsequently, at Mr. Ayers' request, the Company's board of directors by its written consent *authorized* the issuance of Mr. Ayers' 333,367 Company shares to Mr. Peterson's company (Inter123 Corp.), to be held for Mr. Ayers' benefit (though none of the company's common shares were ever actually issued)

- Mr. Ayers' company shares were never issued to Inter123 Corp.

Mr. Ayers agreed with the foregoing summary and informed the Board that he has since determined that he would like the Company to issue his 333,367 Company shares directly to him and not to Inter123 Corp. Mr. Ayers then requested that the Company issue his 333,367 company shares directly to him and not to Inter123 Corp.



The Directors noted the following:

- Originally, Mr. Ayers was to have been issued 333,367 shares of the Company's common stock
- Mr. Ayers subsequently agreed to permit Mr. Peterson's entity (Inter123 Corp.) to hold Mr. Ayers' Company shares for Mr. Ayers' benefit
- Mr. Ayers' Company shares were never issued to Inter123 Corp.
- Mr. Ayers has reconsidered and does not want his shares to be held by Inter 123 Corp.

After discussion, upon motion duly made and seconded, it was unanimously:

Voted: that the Company issue (i) Mr. Ayers the 333,367 Company common shares that he was originally to have been issued and (ii) each of Mr. Billingsley and Inter123 corp. 333,367 Company common shares, so that, following these issuances, the Company's outstanding common stock will be held by the following persons in the following amounts:

John Ayers	333,367
Justin Billingsley	333,367
Inter123 Corp.	333,367

And, that the President of the Company be and hereby is authorized and directed to issue certificates evidencing the shares issuable pursuant to this resolution.

The next item of business raised was the status of the request for financial information from Mr. Peterson. On October 30, 2012, the Company made a written request to Mr. Peterson to provide information concerning certain banking transactions. The Board noted that it had received no response from Mr. Peterson. The Board discussed the need to follow up with Mr. Peterson. Mr. Ayers undertook to draft a second request to Mr. Peterson.

The next item of business raised was the Company's prospects in light of the evolving regulatory climate and the Company's current financial condition, existing debt load and inability to raise additional capital.

The Board discussed that it was difficult to develop the business given the lack of communication with Mr. Peterson, a director and major shareholder. The Board noted that the Company's business is cash intensive and the Company currently lacks the funds

necessary to implement its business plan and fund its continuing operations. Mr. Peterson had been very active in capital raising activities, but has since ceased such activities. Mr. Billingsley indicated that it would be very difficult to raise additional capital given Mr. Peterson's apparent lack of interest and issues raised by his thus far unexplained expenditure of approximately $80,000 of Company funds. Mr. Billingsley also noted that the regulatory environment (consumer lending regulations) was having an adverse effect on profit margins and the cost of lead acquisition, with the result that many so called pay/day lenders were shutting down. The Board discussed that because the Company has licensed the use of software and systems, it has no valuable tangible or intangible assets. The Board determined that in light of the foregoing, it should explore a possible dissolution of the Company.

After the foregoing discussion, upon motion duly made and seconded, it was unanimously:

Voted: that the Company explore a possible corporate dissolution and liquidation, and that the President of the Company be and he hereby is authorized on behalf of the Company to engage and compensate outside counsel to advise the Board about dissolution of the Company.

The next item of business raised was the removal without cause of Jeffrey Peterson as Chairman of the Board of Directors of the Company.

After discussion, upon motion duly made and seconded, it was unanimously:

Voted: that Jeffrey Peterson be and he hereby is removed as Chairman of the Board of Directors of the Company, and that John Ayers be and he hereby is appointed Chairman of the Board of Directors of the Company.

There being no further business, upon motion duly made and seconded, it was unanimously:

Voted: To adjourn the Meeting.

The meeting is adjourned.

A True Record

ATTEST:

John Ayers
President

Re: LoanGo -- Peterson / Ayers

From: **Robert Sanger** (rsanger@[redacted] This sender is in your safe list.
Sent: Mon 2/11/13 1:52 PM
To: John Nossiff, Esq. (jnossiff@[redacted]
Cc: RMS Team (RMSTeam@[redacted]

John,

I am not in the office as I write. I am presenting at a conference this week and will not be able to meet your deadline.

Based on what I have seen, I suspect that your client is not being forthcoming. For instance, why does the IRS think there are payroll taxes due if there were no payroll?

You also did not explain what your client did on his trips to the Philippines or how he explains his business practices.

I will talk to my client next week and convey your observations.

Best regards,

Robert Sanger
SANGER SWYSEN & DUNKLE

rsanger@[redacted]
(805) 962-4887
(805) 963-7311
www.[redacted]

125 East De La Guerra Street, Suite 102
Santa Barbara CA 93101

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Confidential
Wendy Coy
wcoy@azcc.gov
Winter123 - 11/13/2014 06:40

EXHIBIT
S-24
ADMITTED

ACC001958
FILE #8480

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On Feb 11, 2013, at 12:27 PM, "John Nossiff, Esq." <jnossiff@[redacted] wrote:

Bob,

We have conferred with the company about the documents that you submitted on behalf of Mr. Peterson.

With respect to the possible payroll tax issue that you raised, the Company has advised me that no wages have been paid by the Company.

I will next address the $10,000 paid to Mr. Peterson by the Company as a putative reimbursement for legal fees paid by Mr. Peterson on behalf of the Company. The Company, after reviewing its records, has advised us that attorney Agron was paid $10,000 *directly* by the company; this amount was not paid by Mr. Peterson. Nor did Mr. Peterson provide the company with the money to pay this legal fee. This payment to Mr. Agron by the Company was funded by a $10,000 investment made by Justin Billingsley, who was also a shareholder and director of the Company. The Company hereby demands repayment of the $10,000 paid to Mr. Peterson, as he was not entitled to such reimbursement.

With regard to the company to which in excess of $80,000 of wire transfers were made, our understanding is that such company was known as Info-Benefit and was formed and controlled by Mr. Peterson. Based on computer records and other documentary evidence, the Company believes that this company was *competing* with Leaplab and did not provide any services to Loango.

The Company is willing to entertain an offer of settlement to resolve these claims, provided such offer of settlement is received on or before February 15, 2013. The Company has advised me that if it is unable to reach a satisfactory resolution of these civil claims, it intends to terminate its discussions with Mr. Peterson.

I look forward to hearing from you.

Thank you,

Confidential
Wendy Coy
wcoy@azcc.gov
Inter 23 - 11/13/2014 06:40 AM

ACC001959
FILE #8480

John

<image004.jpg>

JOHN G. NOSSIFF, ESQ.

THE NOSSIFF LAW FIRM, LLP

300 Brickstone Square, Suite 201

Andover, MA 01810

jnossiff@[redacted]

Dir. Dial: 978.409.2648

Fax: 978.470.1302

Web: www[redacted]

P Please consider the environment before printing this email.

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Wendy Coy
wcoy@azcc.gov
3/13/2014 06:40 AM

****

IRS Circular 230 Disclosure: To ensure compliance with U.S. Treasury Regulations governing tax practice, we inform you that:

Any U.S. tax advice contained in this communication (including attachments) was not written to be used for and cannot be used for (i) purposes of avoiding any tax related penalties that may be imposed under Federal tax laws, or (ii) the promotion, marketing or recommending to another party of any transaction or matter addressed herein.

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****

ACC001960
FILE #8480

From: Robert Sanger [mailto:rsanger@[redacted]
Sent: Wednesday, February 06, 2013 11:11 AM
To: John Nossiff
Cc: RMS Team
Subject: RE: LoanGo -- Peterson / Ayers

John,

Thanks. I will look forward to hearing from you.

Best regards,

Bob Sanger

Robert M. Sanger

<image003.jpg>

Criminal Law Specialist , Certified by

The State Bar of California Board of Legal Specialization

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Confidential
Wendy Coy
wcoy@azcc.gov
11/12/2014 06:40 AM

From: John Nossiff [mailto:jnossiff@[redacted]
Sent: Wednesday, February 06, 2013 8:04 AM
To: Robert Sanger
Subject: Re: LoanGo -- Peterson / Ayers

Bob,

I am awaiting further instructions from our client. I will get back to you as soon as I have direction from them.

Thank you,

John

John Nossiff, Esq.

The Nossiff Law Firm, LLP

300 Brickstone Square, Suite 201

Andover, Massachusetts 01810

On Feb 5, 2013, at 6:01 PM, "Robert Sanger" <rsanger@[redacted] wrote:

> John,
>
> Have you had a chance to talk to your client? I would like to discuss the approach to the IRS and to resolve any other outstanding issues.
>
> I will look forward to hearing from you.
>
> Best regards,

Confidential
Wendy Coy
wcoy@azcc.gov
Inter123 - 11/13/2014 06:40 AM

ACC001962
FILE #8480

Bob Sanger

Robert M. Sanger

<email signature.jpg>

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From: Robert Sanger
Sent: Thursday, January 24, 2013 1:16 PM
To: 'jnossiff@[redacted]
Cc: RMS Team
Subject: LoanGo -- Peterson / Ayers

John,

It was good to talk with you the other day. I have inquired of my client about the $10,000 reimbursement that your client claimed was unjustified. Mr . Peterson has forwarded the following documents to substantiate his actual payment of the retainer to attorney Agron. As I indicated, we are substantiating the legitimacy of the transactions with the call center service as well. However, before we spend to much more time on this, your client should be aware of it since he contracted with the same company for one of his other operations.

ACC001963
FILE #8480

Meanwhile, please remember to inquire about the LoanGo payroll tax issues. It would be good if we go back to the IRS with an accurate response.

Attached are:

1. Email dated 5/23/2011 - indicates the purpose of the $10k wire, "down payment for work on the Loango payday lender project."

2. Email dated 5/25/2011 - confirmation of $10,000 transfer from bank and response from Agron.

I will look forward to speaking with you further when you return to your office.

Best regards,

Bob Sanger

Robert M. Sanger

<att73e73.jpg>

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Wendy Coy
wcoy@azcc.gov
Inter 23 - 11/13/2014 06:40 AM

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Wendy Coy
wcoy@azcc.gov
inter123 - 11/13/2014 06:40 AM

8:16 AM
10/28/14
Accrual Basis

Loan Go
General Ledger
As of December 31, 2013

Type	Date	Name	Memo	Split	Debit	Credit	Balance
1000 Loan Go Checking #2939							0.00
Check	7/29/2011		Monthly Maintenan...	6320 Bank Service Charges		15.00	-15.00
Check	8/31/2011		Monthly Maintenan...	6320 Bank Service Charges		15.00	-30.00
Check	9/30/2011		Monthly Maintenan...	6320 Bank Service Charges		15.00	-45.00
Transfer	10/13/2011		Funds Transfer	1001 Loan Go Savings #2955	1,000.00		955.00
Check	10/31/2011		Monthly Maintenan...	6320 Bank Service Charges		15.00	940.00
Deposit	10/31/2011		Credits	9000 Other Income	0.04		940.04
Deposit	11/30/2011		Credits	9000 Other Income	0.05		940.09
Check	11/30/2011		Monthly Maintenan...	6320 Bank Service Charges		15.00	925.09
Deposit	12/30/2011		Credits	9000 Other Income	0.04		925.13
Check	12/30/2011		Monthly Maintenan...	6320 Bank Service Charges		15.00	910.13
Transfer	1/3/2012		Funds Transfer	1001 Loan Go Savings #2955	40,297.74		41,207.87
Transfer	1/12/2012		Funds Transfer	1001 Loan Go Savings #2955		1,000.00	40,207.87
Check	1/26/2012		Wire Transfer Fee	6320 Bank Service Charges		35.00	40,172.87
Bill Pmt -Check	1/26/2012	Infobenefit Corporation		Accounts Payable		866.32	39,306.55
Deposit	1/31/2012		Credits	9000 Other Income	2.56		39,309.11
Check	2/15/2012		Wire Transfer Fee	6320 Bank Service Charges		35.00	39,274.11
Check	2/15/2012	Infobenefit Corporation	Infobenefit Corpora...	Unknown Payables		882.96	38,391.15
Deposit	2/21/2012	Investor 6	Counter Credit	Capital Stock	70,000.00		108,391.15
Transfer	2/23/2012		Funds Transfer	1001 Loan Go Savings #2955		40,000.00	68,391.15
Check	2/24/2012		Wire Transfer Fee	6320 Bank Service Charges		35.00	68,356.15
Check	2/24/2012	Infobenefit Corporation	Infobenefit Corpora...	Unknown Payables		968.84	67,387.31
Bill Pmt -Check	2/25/2012	Infobenefit Corporation	VOID:	Accounts Payable	0.00		67,387.31
Deposit	2/29/2012		Credits	9000 Other Income	2.93		67,390.24
Transfer	2/29/2012		Funds Transfer	1001 Loan Go Savings #2955		5,000.00	62,390.24
Transfer	3/5/2012		Funds Transfer	1001 Loan Go Savings #2955		5,000.00	57,390.24
Bill Pmt -Check	3/5/2012	Infobenefit Corporation	VOID:	Accounts Payable	0.00		57,390.24
Transfer	3/13/2012		Funds Transfer	1001 Loan Go Savings #2955		5,000.00	52,390.24
Check	3/13/2012		Wire Transfer Fee	6320 Bank Service Charges		35.00	52,355.24
Check	3/13/2012	Infobenefit Corporation	Infobenefit Corpora...	Unknown Payables		629.57	51,725.67
Check	3/18/2012	Infobenefit Corporation	Infobenefit Corpora...	Unknown Payables		731.95	50,993.72
Deposit	3/18/2012		VOID: Deposit	6320 Bank Service Charges	0.00		50,993.72
Check	3/18/2012			6320 Bank Service Charges		2.03	50,991.69
Transfer	3/19/2012		Funds Transfer	1001 Loan Go Savings #2955		5,000.00	45,991.69
Bill Pmt -Check	3/23/2012	Infobenefit Corporation	VOID:	Accounts Payable	0.00		45,991.69
Check	3/28/2012		Wire Transfer Fee	6320 Bank Service Charges		35.00	45,956.69
Bill Pmt -Check	3/28/2012	Infobenefit Corporation	VOID:	Accounts Payable	0.00		45,956.69
Deposit	3/30/2012		Credit	9000 Other Income	3.55		45,960.24
Transfer	4/6/2012		Funds Transfer	1001 Loan Go Savings #2955		10,000.00	35,960.24
Transfer	4/6/2012		Funds Transfer	1001 Loan Go Savings #2955		10,000.00	25,960.24
Deposit	4/30/2012		Credits	9000 Other Income	2.03		25,962.27
Transfer	5/14/2012		Funds Transfer	1001 Loan Go Savings #2955	20,000.00		45,962.27
Transfer	6/8/2012		Funds Transfer	1005 #6085 (Main)		45,967.55	-5.28
Total 1000 Loan Go Checking #2939					131,308.94	131,314.22	-5.28

ACC000886

EXHIBIT
S-26
ADMITTED

Loan Go
General Ledger
As of December 31, 2013

Type	Date	Name	Memo	Split	Debit	Credit	Balance
1001 Loan Go Savings #2955							0.00
Deposit	6/17/2011	Justin Billingsley	Deposit	Loan to/from Justin Billingsley	10,000.00		10,000.00
Deposit	9/30/2011	Investor 1	Investor 1	Capital Stock	30,000.00		40,000.00
Deposit	10/6/2011	Investor 2	Investor 2	Capital Stock	45,000.00		85,000.00
Check	10/6/2011	Justin Billingsley	Reimburse Loan	Loan to/from Justin Billingsley		10,000.00	75,000.00
Check	10/6/2011			6320 Bank Service Charges		25.00	74,975.00
Check	10/11/2011	Gary Agron	Attorney	Attorney Fees		10,000.00	64,975.00
Check	10/11/2011			6320 Bank Service Charges		25.00	64,950.00
Transfer	10/13/2011		Funds Transfer	1000 Loan Go Checking #2939		1,000.00	63,950.00
Deposit	10/13/2011	Investor 3	Investor 3	Capital Stock	25,000.00		88,950.00
Check	10/13/2011	Jeffrey Peterson	JP	Unknown Payables		10,000.00	78,950.00
Check	10/13/2011			6320 Bank Service Charges		25.00	78,925.00
Check	10/18/2011	Corporation Service	Unknown ???????...	Advertising and Promotion		773.80	78,151.20
Deposit	10/19/2011	Investor 4	Investor 5	Capital Stock	50,000.00		128,151.20
Check	10/19/2011			6320 Bank Service Charges		10.00	128,141.20
Check	10/24/2011	Aldrin Baldonado	Philippines Cubicle...	Furniture and Equipment		2,501.86	125,639.34
Check	10/24/2011			6320 Bank Service Charges		35.00	125,604.34
Check	10/25/2011	Aldrin Baldonado	Computers and Fur...	Furniture and Equipment		7,698.99	117,905.35
Check	10/25/2011			6320 Bank Service Charges		35.00	117,870.35
Check	10/27/2011	Advanced Loan Technologies		Software		9,000.00	108,870.35
Check	10/27/2011			6320 Bank Service Charges		25.00	108,845.35
Check	11/7/2011	Online Business Mgmt Services		Office Supplies		15.00	108,830.35
Check	11/8/2011	Infobenefit Corporation	Infobenefit Corpora...	Unknown Payables		12,135.07	96,695.28
Check	11/8/2011			6320 Bank Service Charges		35.00	96,660.28
Check	11/16/2011	Infobenefit Corporation	Infobenefit Corpora...	Unknown Payables		12,063.74	84,596.54
Check	11/16/2011			6320 Bank Service Charges		35.00	84,561.54
Check	12/5/2011	Infobenefit Corporation	Infobenefit Corpora...	Unknown Payables		12,129.36	72,432.18
Check	12/5/2011			6320 Bank Service Charges		35.00	72,397.18
Check	12/7/2011	Online Business Mgmt Services		Office Supplies		15.00	72,382.18
Check	12/7/2011	Purl Communications		Office Supplies		153.02	72,229.16
Check	12/8/2011		?????????????????...	Unknown Payables		325.00	71,904.16
Check	12/14/2011	BillingTree		Merchant Services		250.00	71,654.16
Check	12/15/2011	Compass Estate Planning	Commisssion for JB	Consultant		15,000.00	56,654.16
Check	12/15/2011			6320 Bank Service Charges		25.00	56,629.16
Check	12/16/2011	Infobenefit Corporation	Infobenefit Corpora...	Unknown Payables		4,801.08	51,828.08
Check	12/16/2011			6320 Bank Service Charges		35.00	51,793.08
Check	12/19/2011	Infobenefit Corporation	Infobenefit Corpora...	Unknown Payables		478.63	51,314.45
Check	12/19/2011			6320 Bank Service Charges		35.00	51,279.45
Check	12/21/2011	Infobenefit Corporation	Infobenefit Corpora...	Unknown Payables		4,810.98	46,468.47
Check	12/21/2011			6320 Bank Service Charges		35.00	46,433.47
Check	12/28/2011	Infobenefit Corporation	Infobenefit Corpora...	Unknown Payables		6,000.73	40,432.74
Check	12/28/2011			6320 Bank Service Charges		35.00	40,397.74
Transfer	1/3/2012		Funds Transfer	1000 Loan Go Checking #2939		40,297.74	100.00
Check	1/9/2012		Monthly Maintenan...	6320 Bank Service Charges		15.00	85.00
Transfer	1/12/2012		Funds Transfer	1000 Loan Go Checking #2939	1,000.00		1,085.00
Check	1/12/2012	Infobenefit Corporation	Infobenefit Corpora...	Unknown Payables		861.91	223.09
Check	1/12/2012		Wire Transfer Fee	6320 Bank Service Charges		35.00	188.09
Check	1/26/2012	BillingTree	debits	Merchant Services		36,000.00	-35,811.91
Deposit	1/27/2012	BillingTree	Deposit	Merchant Services	36,000.00		188.09

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Loan Go
General Ledger
As of December 31, 2013

Type	Date	Name	Memo	Split	Debit	Credit	Balance
Check	2/6/2012	Amazon Services	Web Services	Office Supplies		156.79	31.30
Check	2/7/2012		Monthly Maintenan...	6320 Bank Service Charges		15.00	16.30
Check	2/21/2012	BillingTree	debits	Merchant Services		36,000.00	-35,983.70
Deposit	2/22/2012	BillingTree	Deposit	Merchant Services	36,000.00		16.30
Transfer	2/23/2012		Funds Transfer	1000 Loan Go Checking #2939	40,000.00		40,016.30
Check	2/24/2012	BillingTree	debits	Merchant Services		36,000.00	4,016.30
Transfer	2/29/2012		Funds Transfer	1000 Loan Go Checking #2939	5,000.00		9,016.30
Check	2/29/2012	Infobenefit Corporation	Infobenefit Corpora...	Unknown Payables		6,128.88	2,887.42
Check	2/29/2012		Wire Transfer Fee	6320 Bank Service Charges		35.00	2,852.42
Check	2/29/2012		Monthly Maintenan...	6320 Bank Service Charges		15.00	2,837.42
Transfer	3/5/2012		Funds Transfer	1000 Loan Go Checking #2939	5,000.00		7,837.42
Check	3/5/2012	Infobenefit Corporation	Infobenefit Corpora...	Unknown Payables		6,118.87	1,718.55
Check	3/5/2012		Wire Transfer Fee	6320 Bank Service Charges		35.00	1,683.55
Check	3/5/2012	Amazon Services	amazon	Office Supplies		554.76	1,128.79
Check	3/7/2012		Monthly Maintenan...	6320 Bank Service Charges		15.00	1,113.79
Check	3/8/2012	US Global Mail	US Global Mail	Office Supplies		335.43	778.36
Transfer	3/13/2012		Funds Transfer	1000 Loan Go Checking #2939	5,000.00		5,778.36
Check	3/14/2012	Infobenefit Corporation	Infobenefit Corpora...	Unknown Payables		2,851.93	2,926.43
Check	3/14/2012	Elijag Rosov	Elijah Rosov	Attorney Fees		1,500.00	1,426.43
Check	3/14/2012		Wire Transfer Fee	6320 Bank Service Charges		35.00	1,391.43
Check	3/14/2012		Wire Transfer Fee	6320 Bank Service Charges		25.00	1,366.43
Transfer	3/19/2012		Funds Transfer	1000 Loan Go Checking #2939	5,000.00		6,366.43
Check	3/19/2012	Infobenefit Corporation	Infobenefit Corpora...	Unknown Payables		1,227.28	5,139.15
Check	3/19/2012		Wire Transfer Fee	6320 Bank Service Charges		35.00	5,104.15
Check	3/21/2012	BillingTree	billingtree	Merchant Services		300.00	4,804.15
Check	3/22/2012	US Global Mail	US Global mail	Office Supplies		15.00	4,789.15
Check	3/26/2012	Intuit Online	QB Online	Office Supplies		21.56	4,767.59
Deposit	3/27/2012	BillingTree	billingtree	Merchant Services	300.00		5,067.59
Check	3/27/2012	BillingTree	billingtree	Merchant Services		0.45	5,067.14
Check	4/2/2012	BillingTree		Merchant Services		50.00	5,017.14
Check	4/4/2012	Amazon Services	amazon	Office Supplies		558.17	4,458.97
Transfer	4/6/2012		Funds Transfer	1000 Loan Go Checking #2939	10,000.00		14,458.97
Transfer	4/6/2012		Funds Transfer	1000 Loan Go Checking #2939	10,000.00		24,458.97
Check	4/6/2012	BillingTree	Loango Corporation	Merchant Services		500.00	23,958.97
Check	4/6/2012		Monthly Maintenan...	6320 Bank Service Charges		15.00	23,943.97
Check	4/9/2012	BillingTree	Loango Corporation	Merchant Services		900.00	23,043.97
Check	4/10/2012	BillingTree		Merchant Services		2,050.00	20,993.97
Check	4/10/2012	Nationwide Recovery Services		6020 Outside Services		241.15	20,752.82
Check	4/11/2012	LeapLab	VOID: Ayers & Hou...	6020 Outside Services	0.00		20,752.82
Check	4/11/2012	BillingTree	Loango Corporation	Merchant Services		1,800.00	18,952.82
Check	4/11/2012	CI Verify	Loango Corporation	6320 Bank Service Charges		0.62	18,952.20
Check	4/11/2012		Wire Transfer Fee	6320 Bank Service Charges		25.00	18,927.20
Bill Pmt -Check	4/11/2012	LeapLab		Accounts Payable		10,000.00	8,927.20
Check	4/12/2012	BillingTree	Loango Corporation	Merchant Services		1,500.00	7,427.20
Check	4/12/2012	BillingTree		Merchant Services		0.40	7,426.80
Deposit	4/13/2012	Investor 5	Investor 5	Capital Stock	30,000.00		37,426.80
Check	4/13/2012	BillingTree		Merchant Services		600.00	36,826.80
Check	4/13/2012	BillingTree	Loango Corporation	Merchant Services		0.60	36,826.20
Deposit	4/16/2012	BillingTree	Deposit	Merchant Services	300.00		37,126.20

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Loan Go
General Ledger
As of December 31, 2013

Type	Date	Name	Memo	Split	Debit	Credit	Balance
Check	4/16/2012	BillingTree	Loango Corporation	Merchant Services		1,750.00	35,376.20
Check	4/16/2012	BillingTree	Loango Corporation	Merchant Services		1.60	35,374.60
Check	4/17/2012	BillingTree	Loango Corporation	Merchant Services		1,500.00	33,874.60
Check	4/17/2012	BillingTree	Loango Corporation	Merchant Services		1.20	33,873.40
Check	4/18/2012	BillingTree	Loango Corporation	Merchant Services		1,200.00	32,673.40
Check	4/18/2012	BillingTree	Loango Corporation	Merchant Services		1.00	32,672.40
Deposit	4/19/2012	BillingTree	Deposit	Merchant Services	390.00		33,062.40
Check	4/19/2012	Elijag Rosov	Elijah Rosov	Attorney Fees		1,480.00	31,582.40
Check	4/19/2012	BillingTree	Loango Corporation	Merchant Services		1,300.00	30,282.40
Check	4/19/2012	BillingTree	Loango Corporation	Merchant Services		1.75	30,280.65
Check	4/20/2012	LeapLab	VOID: Ayers & Hou...	6020 Outside Services	0.00		30,280.65
Check	4/20/2012	BillingTree	Loango Corporation	Merchant Services		2,550.00	27,730.65
Check	4/20/2012	BillingTree	Loango Corporation	Merchant Services		1.20	27,729.45
Check	4/20/2012		Wire Transfer Fee	6320 Bank Service Charges		25.00	27,704.45
Check	4/20/2012		External Transfer Fee	6320 Bank Service Charges		10.00	27,694.45
Bill Pmt -Check	4/20/2012	LeapLab		Accounts Payable		7,273.43	20,421.02
Check	4/23/2012	BillingTree	Loango Corporation	Merchant Services		900.00	19,521.02
Check	4/23/2012	BillingTree	Loango Corporation	Merchant Services		1.50	19,519.52
Check	4/23/2012	US Global Mail		Office Supplies		15.00	19,504.52
Check	4/24/2012	BillingTree	Loango Corporation	Merchant Services		1,200.00	18,304.52
Check	4/24/2012	BillingTree	Loango Corporation	Merchant Services		1.25	18,303.27
Check	4/24/2012	Intuit Online		Office Supplies		21.56	18,281.71
Deposit	4/25/2012	BillingTree	Deposit	Merchant Services	637.94		18,919.65
Check	4/25/2012	BillingTree	Loango Corporation	Merchant Services		300.00	18,619.65
Check	4/25/2012	BillingTree	Loango Corporation	Merchant Services		2.70	18,616.95
Deposit	4/26/2012	BillingTree	Deposit	Merchant Services	902.94		19,519.89
Check	4/26/2012	BillingTree	Loango Corporation	Merchant Services		200.00	19,319.89
Check	4/26/2012	BillingTree	Loango Corporation	Merchant Services		5.25	19,314.64
Check	4/27/2012	BillingTree	Loango Corporation	Merchant Services		500.00	18,814.64
Check	4/27/2012	BillingTree	Loango Corporation	Merchant Services		1.30	18,813.34
Deposit	4/30/2012	BillingTree	Deposit	Merchant Services	300.00		19,113.34
Check	4/30/2012	BillingTree	Loango Corporation	Merchant Services		1.50	19,111.84
Deposit	5/1/2012	BillingTree	Deposit	Merchant Services	175.00		19,286.84
Check	5/1/2012	BillingTree	Loango.com	Merchant Services		50.00	19,236.84
Check	5/1/2012	BillingTree	Loango Corporation	Merchant Services		0.40	19,236.44
Deposit	5/2/2012	BillingTree	Deposit	Merchant Services	280.00		19,516.44
Check	5/2/2012	BillingTree	Loango Corporation	Merchant Services		1.70	19,514.74
Deposit	5/3/2012	BillingTree	Deposit	Merchant Services	625.00		20,139.74
Check	5/3/2012	BillingTree		Merchant Services		95.00	20,044.74
Check	5/3/2012	BillingTree	Loango Corporation	Merchant Services		4.50	20,040.24
Deposit	5/4/2012	BillingTree	Deposit	Merchant Services	247.50		20,287.74
Check	5/4/2012		Online Bank Transfer	1002 Loan Go Econ Checking #769		250.00	20,037.74
Check	5/4/2012	BillingTree	Loango Corporation	Merchant Services		0.60	20,037.14
Check	5/4/2012	Amazon Services		Office Supplies		540.88	19,496.26
Check	5/8/2012	BillingTree	Loango Corporation	Merchant Services		1.80	19,494.46
Deposit	5/9/2012	BillingTree	Deposit	Merchant Services	525.00		20,019.46
Check	5/9/2012	BillingTree	Loango Corporation	Merchant Services		2.30	20,017.16
Deposit	5/10/2012	BillingTree	Deposit	Merchant Services	1,175.00		21,192.16
Check	5/10/2012	BillingTree	Loango Corporation	Merchant Services		5.75	21,186.41

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Loan Go
General Ledger
As of December 31, 2013

Type	Date	Name	Memo	Split	Debit	Credit	Balance
Check	5/11/2012	CI Verify	Loango Corporation	6020 Outside Services		403.80	20,782.61
Transfer	5/14/2012		Funds Transfer	1000 Loan Go Checking #2939		20,000.00	782.61
Deposit	5/16/2012	BillingTree	Deposit	Merchant Services	200.00		982.61
Check	5/16/2012	BillingTree	Loango Corporation	Merchant Services		1.95	980.66
Deposit	5/17/2012	BillingTree	Deposit	Merchant Services	787.50		1,768.16
Check	5/17/2012	BillingTree	Loango Corporation	Merchant Services		4.95	1,763.21
Deposit	5/21/2012	BillingTree	Deposit	Merchant Services	30.00		1,793.21
Check	5/21/2012	BillingTree	Loango Corporation	Merchant Services		300.00	1,493.21
Check	5/21/2012	BillingTree	Loango Corporation	Merchant Services		95.00	1,398.21
Check	5/21/2012	BillingTree	Loango Corporation	Merchant Services		16.10	1,382.11
Check	5/21/2012	US Global Mail		Office Supplies		15.00	1,367.11
Deposit	5/23/2012	BillingTree	Deposit	Merchant Services	165.00		1,532.11
Check	5/23/2012	BillingTree	Loango Corporation	Merchant Services		16.50	1,515.61
Deposit	5/24/2012	BillingTree	Deposit	Merchant Services	995.00		2,510.61
Check	5/24/2012	BillingTree	Loango Corporation	Merchant Services		5.00	2,505.61
Check	5/24/2012	Intuit Online		Office Supplies		21.56	2,484.05
Deposit	5/25/2012	BillingTree	Deposit	Merchant Services	95.00		2,579.05
Check	5/25/2012	BillingTree	Loango Corporation	Merchant Services		0.40	2,578.65
Transfer	6/8/2012		Funds Transfer	1003 #6069		2,439.10	139.55
Total 1001 Loan Go Savings #2955					351,130.88	350,991.33	139.55
1002 Loan Go Econ Checking #769							0.00
Check	5/4/2012		Online Bank Transfer	1001 Loan Go Savings #2955	250.00		250.00
Check	5/31/2012			6320 Bank Service Charges		15.00	235.00
Transfer	6/8/2012		Funds Transfer	1004 #6072		235.00	0.00
Total 1002 Loan Go Econ Checking #769					250.00	250.00	0.00
1003 #6069							0.00
Transfer	6/8/2012		Funds Transfer	1001 Loan Go Savings #2955	2,439.10		2,439.10
Check	7/3/2012	Advanced Loan Technologies		Software		1,500.00	939.10
Check	7/5/2012			6320 Bank Service Charges		10.00	929.10
Check	7/26/2012			Merchant Services-Fees		0.20	928.90
Deposit	7/26/2012	BillingTree.		Funded Loan	75.00		1,003.90
Check	8/1/2012	BillingTree		Merchant Services		50.00	953.90
Check	8/2/2012	BillingTree	VOID:	Merchant Services	0.00		953.90
Check	8/2/2012	BillingTree		Merchant Services		300.00	653.90
Check	8/2/2012	BillingTree		Merchant Services-Fees		0.20	653.70
Deposit	8/2/2012	BillingTree.	Deposit	Funded Loan	375.00		1,028.70
Check	8/8/2012	BillingTree		Merchant Services-Fees		0.20	1,028.50
Check	8/28/2012	BillingTree		Merchant Services-Fees		0.65	1,027.85
Check	8/28/2012	BillingTree		Merchant Services-Fees		1.80	1,026.05
General Journal	8/28/2012	BillingTree	VOID: For CHK voi...	Merchant Services	0.00		1,026.05
Deposit	8/28/2012	BillingTree.		Funded Loan	180.00		1,206.05
Check	8/30/2012	BillingTree		Merchant Services-Fees		4.95	1,201.10
Check	9/5/2012	BillingTree		Merchant Services		50.00	1,151.10
General Journal	9/11/2012	BillingTree	VOID: Reverse of ...	Merchant Services	0.00		1,151.10
Check	9/30/2012		Service Charge	6320 Bank Service Charges		50.00	1,101.10
Check	10/1/2012		VOID:	6320 Bank Service Charges	0.00		1,101.10
Transfer	10/18/2012		Funds Transfer	1005 #6085 (Main)	10,000.00		11,101.10

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Loan Go
General Ledger
As of December 31, 2013

Type	Date	Name	Memo	Split	Debit	Credit	Balance
Check	10/18/2012	Justin Billingsley		Consultant		7,500.00	3,601.10
Check	10/19/2012			6320 Bank Service Charges		10.00	3,591.10
Check	11/1/2012	BillingTree		Merchant Services		50.00	3,541.10
Check	11/15/2012	Nossif Law	Attorney	Attorney Fees		2,500.00	1,041.10
Check	11/30/2012		Service Charge	6320 Bank Service Charges		29.95	1,011.15
Bill Pmt -Check	12/7/2012	LeapLab		Accounts Payable		13,980.00	-12,968.85
Deposit	12/7/2012	BillingTree	Deposit	Merchant Services	36,000.00		23,031.15
Check	12/10/2012	Compass Estate Planning		Consultant		7,500.00	15,531.15
Check	12/10/2012			6320 Bank Service Charges		20.00	15,511.15
Check	12/17/2012	Nossif Law		Attorney Fees		1,000.00	14,511.15
Check	12/18/2012	EideBaily Accounting		Accounting Fees		4,000.00	10,511.15
Check	12/31/2012			6320 Bank Service Charges		29.95	10,481.20
Check	12/31/2012		Service Charge	6320 Bank Service Charges		39.95	10,441.25
Check	1/10/2013	LeapLab		Due to Due from LeapLab		10,000.00	441.25
Check	1/31/2013		Service Charge	6320 Bank Service Charges		29.95	411.30
Transfer	2/6/2013		Funds Transfer	1005 #6085 (Main)	3,900.00		4,311.30
Bill Pmt -Check	2/7/2013	Nossif Law		Accounts Payable		4,250.00	61.30
Check	2/28/2013		Service Charge	6320 Bank Service Charges		29.95	31.35
Check	3/31/2013		Service Charge	6320 Bank Service Charges		29.95	1.40
Transfer	4/8/2013		Funds Transfer	Due to Due from LeapLab	10,000.00		10,001.40
Bill Pmt -Check	5/3/2013	Dominica J Minore ()Law office)		Accounts Payable		5,000.00	5,001.40
Transfer	5/16/2013		Funds Transfer	1005 #6085 (Main)	0.00		5,001.40
Check	6/30/2013		Service Charge	6320 Bank Service Charges		29.95	4,971.45
Total 1003 #6069					62,969.10	57,997.65	4,971.45
1004 #6072							0.00
Transfer	6/8/2012		Funds Transfer	1002 Loan Go Econ Checking #769	235.00		235.00
Check	7/31/2012			6320 Bank Service Charges		15.00	220.00
Check	8/31/2012			6320 Bank Service Charges		15.00	205.00
Check	9/28/2012			6320 Bank Service Charges		15.00	190.00
Transfer	11/20/2012		Funds Transfer	1005 #6085 (Main)		175.00	15.00
Total 1004 #6072					235.00	220.00	15.00
1005 #6085 (Main)							0.00
Transfer	6/8/2012		Funds Transfer	1000 Loan Go Checking #2939	45,967.55		45,967.55
Deposit	6/29/2012		Deposit	9000 Other Income	2.31		45,969.86
Check	7/12/2012	Advanced Loan Technologies		Software		1,500.00	44,469.86
Check	7/13/2012			6320 Bank Service Charges		10.00	44,459.86
Deposit	7/31/2012		Deposit	9000 Other Income	3.05		44,462.91
Check	8/13/2012			Intercompany Transfer		25,000.00	19,462.91
Deposit	8/17/2012		Deposit	Intercompany Transfer	25,000.00		44,462.91
Check	8/21/2012	Advanced Loan Technologies		Software		1,500.00	42,962.91
Check	8/22/2012			6320 Bank Service Charges		10.00	42,952.91
Deposit	8/31/2012		Deposit	9000 Other Income	2.76		42,955.67
Bill Pmt -Check	9/10/2012	LeapLab		Accounts Payable		7,018.20	35,937.47
Check	9/27/2012	Advanced Loan Technologies		Software		1,500.00	34,437.47
Check	9/28/2012		wire fee	6320 Bank Service Charges		10.00	34,427.47
Deposit	9/30/2012		Interest	9000 Other Income	2.48		34,429.95
Bill Pmt -Check	10/10/2012	LeapLab	Misc Costs	Accounts Payable		20,689.48	13,740.47

ACC000891

Loan Go
General Ledger
As of December 31, 2013

Type	Date	Name	Memo	Split	Debit	Credit	Balance
Transfer	10/18/2012		Funds Transfer	1003 #6069		10,000.00	3,740.47
Deposit	10/31/2012		Deposit	9000 Other Income	0.90		3,741.37
Transfer	11/20/2012		Funds Transfer	1004 #6072	175.00		3,916.37
Deposit	11/30/2012		interest	9000 Other Income	0.13		3,916.50
Deposit	12/31/2012		interest earned	9000 Other Income	0.13		3,916.63
Deposit	1/31/2013		Interest	9000 Other Income	0.15		3,916.78
Transfer	2/6/2013		Funds Transfer	1003 #6069		3,900.00	16.78
Check	3/1/2013			6320 Bank Service Charges		16.78	0.00
Transfer	5/16/2013		Funds Transfer	1003 #6069	0.00		0.00
Total 1005 #6085 (Main)					71,154.46	71,154.46	0.00
Funded Loan							0.00
Deposit	7/26/2012	BillingTree.		1003 #6069		75.00	-75.00
Deposit	8/2/2012	BillingTree.	Deposit	1003 #6069		375.00	-450.00
Deposit	8/28/2012	BillingTree.		1003 #6069		180.00	-630.00
Total Funded Loan					0.00	630.00	-630.00
Due to Due from LeapLab							0.00
Check	1/10/2013	LeapLab		1003 #6069	10,000.00		10,000.00
Transfer	4/8/2013		Funds Transfer	1003 #6069		10,000.00	0.00
Total Due to Due from LeapLab					10,000.00	10,000.00	0.00
Undeposited Funds							0.00
Total Undeposited Funds							0.00
Accumulated Depreciation							0.00
Total Accumulated Depreciation							0.00
Furniture and Equipment							0.00
Check	10/24/2011	Aldrin Baldonado	Philippines Cubicle...	1001 Loan Go Savings #2955	2,501.86		2,501.86
Check	10/25/2011	Aldrin Baldonado	Computers and Fur...	1001 Loan Go Savings #2955	7,698.99		10,200.85
Total Furniture and Equipment					10,200.85	0.00	10,200.85
1800 Deposit							0.00
Total 1800 Deposit							0.00
Loan to/from Justin Billingsley							0.00
Deposit	6/17/2011	Justin Billingsley	Deposit	1001 Loan Go Savings #2955		10,000.00	-10,000.00
Check	10/6/2011	Justin Billingsley	Reimburse Loan	1001 Loan Go Savings #2955	10,000.00		0.00
Total Loan to/from Justin Billingsley					10,000.00	10,000.00	0.00

ACC000892

Loan Go
General Ledger
As of December 31, 2013

Type	Date	Name	Memo	Split	Debit	Credit	Balance
Accounts Payable							0.00
Bill	1/1/2012	LeapLab		6020 Outside Services		5,615.98	-5,615.98
Bill	1/26/2012	Infobenefit Corporation	Infobenefit Corpora...	Unknown Payables		866.32	-6,482.30
Bill Pmt -Check	1/26/2012	Infobenefit Corporation		1000 Loan Go Checking #2939	866.32		-5,615.98
Bill	1/31/2012	LeapLab	January Rent and ...	Rent Expense		1,480.00	-7,095.98
Bill	1/31/2012	LeapLab	Labor for Katrina O...	Leased Employees from Leaplab		2,015.00	-9,110.98
Bill	1/31/2012	LeapLab		-SPLIT-		1,971.00	-11,081.98
Bill Pmt -Check	2/25/2012	Infobenefit Corporation	VOID:	1000 Loan Go Checking #2939	0.00		-11,081.98
Bill	2/29/2012	LeapLab	February Rent and ...	Rent Expense		1,480.00	-12,561.98
Bill	2/29/2012	LeapLab	Labor for Katrina O...	Leased Employees from Leaplab		2,015.00	-14,576.98
Bill Pmt -Check	3/5/2012	Infobenefit Corporation	VOID:	1000 Loan Go Checking #2939	0.00		-14,576.98
Bill Pmt -Check	3/23/2012	Infobenefit Corporation	VOID:	1000 Loan Go Checking #2939	0.00		-14,576.98
Bill Pmt -Check	3/28/2012	Infobenefit Corporation	VOID:	1000 Loan Go Checking #2939	0.00		-14,576.98
Bill	3/31/2012	LeapLab	March Rent and Ut...	Rent Expense		1,480.00	-16,056.98
Bill	3/31/2012	LeapLab	Labor for Katrina O...	Leased Employees from Leaplab		2,015.00	-18,071.98
Bill	3/31/2012	LeapLab		-SPLIT-		1,410.01	-19,481.99
Bill	3/31/2012	LeapLab		6020 Outside Services		1,086.58	-20,568.57
Bill	4/8/2012	LeapLab		Cash Advance		2,035.00	-22,603.57
Bill Pmt -Check	4/11/2012	LeapLab		1001 Loan Go Savings #2955	10,000.00		-12,603.57
Bill	4/12/2012	LeapLab		6020 Outside Services		354.86	-12,958.43
Bill	4/15/2012	LeapLab		Cash Advance		4,800.00	-17,758.43
Bill Pmt -Check	4/20/2012	LeapLab		1001 Loan Go Savings #2955	7,273.43		-10,485.00
Bill	4/22/2012	LeapLab		Cash Advance		4,020.00	-14,505.00
Bill	4/29/2012	LeapLab		Cash Advance		1,965.00	-16,470.00
Bill	4/30/2012	LeapLab	April Rent and Utiliti...	Rent Expense		1,480.00	-17,950.00
Bill	4/30/2012	LeapLab	Labor for Katrina O...	Leased Employees from Leaplab		2,015.00	-19,965.00
Bill	4/30/2012	LeapLab		Leased Employees from Leaplab		1,033.20	-20,998.20
Bill	6/30/2012	LeapLab	Misc Costs	-SPLIT-		20,689.48	-41,687.68
Bill Pmt -Check	9/10/2012	LeapLab		1005 #6085 (Main)	7,018.20		-34,669.48
Bill Pmt -Check	10/10/2012	LeapLab	Misc Costs	1005 #6085 (Main)	20,689.48		-13,980.00
Bill Pmt -Check	12/7/2012	LeapLab		1003 #6069	13,980.00		0.00
Bill	1/28/2013	Nossif Law		Attorney Fees		4,250.00	-4,250.00
Bill Pmt -Check	2/7/2013	Nossif Law		1003 #6069	4,250.00		0.00
Bill	4/28/2013	Dominica J Minore ()Law office)		Attorney Fees		5,000.00	-5,000.00
Bill Pmt -Check	5/3/2013	Dominica J Minore ()Law office)		1003 #6069	5,000.00		0.00
Bill	7/17/2013	Dominica J Minore ()Law office)		Attorney Fees		11,289.29	-11,289.29
Bill	8/12/2013	John Ayers		Due to John Ayers		2,500.00	-13,789.29
Total Accounts Payable					69,077.43	82,866.72	-13,789.29
Due to John Ayers							0.00
Bill	8/12/2013	John Ayers	for Dominica Minor...	Accounts Payable	2,500.00		2,500.00
Total Due to John Ayers					2,500.00	0.00	2,500.00
Payroll Liabilities							0.00
Total Payroll Liabilities							0.00

ACC000893

Loan Go
General Ledger
As of December 31, 2013

Type	Date	Name	Memo	Split	Debit	Credit	Balance
Capital Stock							0.00
Deposit	9/30/2011	Investor 1	Investor 1	1001 Loan Go Savings #2955		30,000.00	-30,000.00
Deposit	10/6/2011	Investor 2	Investor 2	1001 Loan Go Savings #2955		45,000.00	-75,000.00
Deposit	10/13/2011	Investor 3	Investor 3	1001 Loan Go Savings #2955		25,000.00	-100,000.00
Deposit	10/19/2011	Investor 4	Investor 5	1001 Loan Go Savings #2955		50,000.00	-150,000.00
Deposit	2/21/2012	Investor 6	Counter Credit	1000 Loan Go Checking #2939		70,000.00	-220,000.00
Deposit	4/13/2012	Investor 5	Counter Credit	1001 Loan Go Savings #2955		30,000.00	-250,000.00
Total Capital Stock					0.00	250,000.00	-250,000.00
Dividends Paid							0.00
Total Dividends Paid							0.00
Opening Balance Equity							0.00
Total Opening Balance Equity							0.00
Retained Earnings							0.00
Closing Entry	12/31/2010						0.00
Closing Entry	12/31/2011				98,491.28		98,491.28
Closing Entry	12/31/2012				127,430.72		225,922.00
Total Retained Earnings					225,922.00	0.00	225,922.00
Sales							0.00
Total Sales							0.00
Cash Advance							0.00
Total Cash Advance							0.00
6020 Outside Services							0.00
Total 6020 Outside Services							0.00
6320 Bank Service Charges							0.00
Check	1/31/2013		Service Charge	1003 #6069	29.95		29.95
Check	2/28/2013		Service Charge	1003 #6069	29.95		59.90
Check	3/1/2013			1005 #6085 (Main)	16.78		76.68
Check	3/31/2013		Service Charge	1003 #6069	29.95		106.63
Check	6/30/2013		Service Charge	1003 #6069	29.95		136.58
Total 6320 Bank Service Charges					136.58	0.00	136.58
6540 Miscellaneous							0.00
Total 6540 Miscellaneous							0.00
Accounting Fees							0.00
Total Accounting Fees							0.00
Advertising and Promotion							0.00
Total Advertising and Promotion							0.00

ACC000894

Loan Go
General Ledger
As of December 31, 2013

Type	Date	Name	Memo	Split	Debit	Credit	Balance
Attorney Fees							0.00
Bill	1/28/2013	Nossif Law		Accounts Payable	4,250.00		4,250.00
Bill	4/28/2013	Dominica J Minore ()Law office)		Accounts Payable	5,000.00		9,250.00
Bill	7/17/2013	Dominica J Minore ()Law office)		Accounts Payable	11,289.29		20,539.29
Total Attorney Fees					20,539.29	0.00	20,539.29
Automobile Expense							0.00
Total Automobile Expense							0.00
Computer and Internet Expenses							0.00
Total Computer and Internet Expenses							0.00
Consultant							0.00
Total Consultant							0.00
Depreciation Expense							0.00
Total Depreciation Expense							0.00
Insurance Expense							0.00
Total Insurance Expense							0.00
Intercompany Transfer							0.00
Total Intercompany Transfer							0.00
Interest Expense							0.00
Total Interest Expense							0.00
Leased Employees from Leaplab							0.00
Total Leased Employees from Leaplab							0.00
Meals and Entertainment							0.00
Total Meals and Entertainment							0.00
Merchant Services							0.00
Total Merchant Services							0.00
Merchant Services-Fees							0.00
Total Merchant Services-Fees							0.00
Office Supplies							0.00
Total Office Supplies							0.00
Payroll Expenses							0.00
Total Payroll Expenses							0.00
Professional Fees							0.00
Total Professional Fees							0.00

ACC000895

Loan Go
General Ledger
As of December 31, 2013

Type	Date	Name	Memo	Split	Debit	Credit	Balance
Rent Expense							0.00
Total Rent Expense							0.00
Repairs and Maintenance							0.00
Total Repairs and Maintenance							0.00
Software							0.00
Total Software							0.00
Telephone Expense							0.00
Total Telephone Expense							0.00
Travel Expense							0.00
Total Travel Expense							0.00
Unknown Payables							0.00
Total Unknown Payables							0.00
Utilities							0.00
Total Utilities							0.00
9000 Other Income							0.00
Deposit	1/31/2013		Interest	1005 #6085 (Main)		0.15	-0.15
Total 9000 Other Income					0.00	0.15	-0.15
Ask My Accountant							0.00
Total Ask My Accountant							0.00
No accnt							0.00
Total no accnt							0.00
TOTAL					**965,424.53**	**965,424.53**	**0.00**

ACC000896

Bank of America

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

Statement Period
09/01/11 through 09/30/11
E0 E PB EB 43 0029006

Account Number 2955

01333 E01 SCM999 0

LOANGO CORPORATION
[redacted] UT [redacted]

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With Online Banking you can also view up to 18 months of this statement online.
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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

Deposit Accounts

Business Economy Checking

LOANGO CORPORATION

Your Account at a Glance

Account Number	2955	Statement Beginning Balance	$10,000.00
Statement Period	09/01/11 through 09/30/11	Amount of Deposits/Credits	$30,000.00
Number of Deposits/Credits	1	Amount of Withdrawals/Debits	$0.00
Number of Withdrawals/Debits	0	Statement Ending Balance	$40,000.00
Number of Deposited Items	1		
		Average Ledger Balance	$13,000.00
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.

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Wendy Cox
WCOY@AZCC.GOV
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EXHIBIT
S-27
ADMITTED

INTER000198

ACC003062
FILE #8480

LOANGO CORPORATION

Account Number 2955

Deposits and Credits

Date Posted	Amount ($)	Description	Bank Reference
09/28	30,000.00	Counter Credit	813003250151638

Daily Ledger Balances

Date	Balance ($)	Date	Balance ($)
09/01	10,000.00	09/28	40,000.00

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wcoy@azcc.gov
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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.

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**

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INTER000200
ACC003064
FILE #8480

Bank of America

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

Statement Period
10/01/11 through 10/31/11
E0 E PB EB 43 0029338

Account Number 2955

01333 E01 SCM999 0

LOANGO CORPORATION
[redacted]
[redacted] UT [redacted]

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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

Deposit Accounts

Business Economy Checking

LOANGO CORPORATION

Your Account at a Glance

Account Number	2955	Statement Beginning Balance	$40,000.00
Statement Period	10/01/11 through 10/31/11	Amount of Deposits/Credits	$120,000.00
Number of Deposits/Credits	3	Amount of Withdrawals/Debits	$51,154.65
Number of Withdrawals/Debits	15	Statement Ending Balance	$108,845.35
Number of Deposited Items	3		
		Average Ledger Balance	$87,865.45
Number of Days in Cycle	31	Service Charge	$0.00

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

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Wendy Coy
WCOY@azco.com
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EXHIBIT
S-28
ADMITTED

INTER000201

ACC003065
FILE #8480

Deposits and Credits

Date Posted	Amount ($)	Description	Bank Reference
10/06	45,000.00	Counter Credit	813003250490125
10/13	25,000.00	Counter Credit	813003150829230
10/19	50,000.00	Counter Credit	813003150674108

Withdrawals and Debits

Other Debits

Date Posted	Amount ($)	Description	Bank Reference
10/06	10,000.00	Wire Type:Book Out Date:111006 Time:1543 Et Trn:2011100600200798 Related Ref:67288454 Bnf:Justin Billingsley	903710060200798
10/06	25.00	Wire Transfer Fee	903710060075519
10/11	10,000.00	Wire Type:Wire Out Date:111011 Time:0617 Et Trn:2011101100071143 Service Ref:003310 Bnf:Gary Agron ID:4120015632 Bnf Bk:Vectra Bk Colo Rado Natl ID:102003154 Pmt Det:67380500	903710110071143
10/11	25.00	Wire Transfer Fee	903710110126694
10/13	10,000.00	Wire Type:Book Out Date:111013 Time:1209 Et Trn:2011101300164454 Related Ref:67570508 Bnf:Jeffrey S Peterson ID:457018843307	903710130164454
10/13	1,000.00	Online Banking transfer to Sav 2939 Confirmation# 1654420740	957210137502394
10/13	25.00	Wire Transfer Fee	903710130082216
10/18	773.80	Transfer Loango Corporation:Corporation Service Confirmation# 4098181182	957110187539386
10/19	10.00	External transfer fee - Next Day - 10/18/2011 Confirmation: 67806316	943210190005809
10/24	2,501.86	Wire Type:Fx Out Date:111025 Time:1431 Et Trn:2011102400206842 Fx:Php 103100.00 41.2094 Bnf:Aldrin Baldonado ID:9835-0042-25 Bnf Bk:Bank O F The Philippine ID:Bopiphmm Pmt Det:68010344 /Fxr Ef/Te-3-22-96976510	903710240206842
10/24	35.00	Wire Transfer Fee	903710240086608
10/25	7,698.99	Wire Type:Fx Out Date:111026 Time:1645 Et Trn:2011102500253592 Fx:Php 316280.68 41.0808 Bnf:Aldrin Baldonado ID:9835-0042-25 Bnf Bk:Bank O F The Philippine ID:Bopiphmm Pmt Det:68078246 /Fxr Ef/Te-3-29-97158164	903710250253592
10/25	35.00	Wire Transfer Fee	903710250087370
10/27	9,000.00	Wire Type:Wire Out Date:111027 Time:0541 Et Trn:2011102600261660 Service Ref:001860 Bnf:Advance Loan Technologies, ID:1000104110944 Bnf Bk:Suntrust Bank Atlanta ID:061000104 Pmt Det: 68139522	903710260261660
10/27	25.00	Wire Transfer Fee	903710270089122

Confidential
Internal - SEC Copy
2014 06:40 PM

LOANGO CORPORATION

Account Number 2955

Daily Ledger Balances

Date	Balance ($)	Date	Balance ($)	Date	Balance ($)
10/01	40,000.00	10/13	78,925.00	10/24	125,604.34
10/06	74,975.00	10/18	78,151.20	10/25	117,870.35
10/11	64,950.00	10/19	128,141.20	10/27	108,845.35

Confidential
Wendy Coy
wcoy@azcc.gov
inter123 - 11/18/2014 06:40 AM

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.
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* Tell us the dollar amount of the suspected error.

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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
02/01/12 through 02/29/12
E0 E PA EA 23 041528
Enclosures 0
Account Number [redacted] 2939

01333 E01 SCM999 0

LOANGO CORPORATION
[redacted]
[redacted] UT [redacted]

Our Online Banking service allows you to check balances, track account activity and more.
Enroll at www.bankofamerica.com.

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

Deposit Accounts

Business Interest Maximizer

LOANGO CORPORATION

Your Account at a Glance

Account Number	[redacted] 2939	Statement Beginning Balance	$39,309.11
Statement Period	02/01/12 through 02/29/12	Amount of Deposits/Credits	$70,002.93
Number of Deposits/Credits	2	Amount of Withdrawals/Debits	$46,921.80
Number of Withdrawals/Debits	6	Statement Ending Balance	$62,390.24
Number of Days in Cycle	29	Average Collected Balance	$45,523.26
		Average Ledger Balance	$50,350.85
		Service Charge	$0.00

Interest Information

Amount of Interest Paid	$2.93	Interest Paid Year-to-Date	$5.49
Annual Percentage Yield Earned This Statement Period	0.08%	Withholding Year-to-Date	$0.00

ACC000387
FILE #8480

EXHIBIT
S-29
ADMITTED

LOANGO CORPORATION

Statement Period
02/01/12 through 02/29/12
E0 E PA EA 23
Enclosures 0
Account Number [redacted] 2939

Deposits and Credits

Date Posted	Amount ($)	Description	Bank Reference
02/21	70,000.00	Counter Credit	813003150003292
02/29	2.93	Interest Earned	

Withdrawals and Debits

Other Debits

Date Posted	Amount ($)	Description	Bank Reference
02/15	882.96	Wire Type:Fx Out Date:120217 Time:1917 Et Trn:2012021500289661 Fx:Php 35758.34 40.4982 Bnf:Infobenefit Corporation ID:004858013633 Bnf Bk:Bdo Unibank, Inc. ID:Bnorphmm Pmt Det:73174 920 /Fxref/Te-3-29-121481084	903702150289661
02/15	35.00	Wire Transfer Fee	903702150089471
02/23	40,000.00	Online Banking transfer to Chk 2955 Confirmation# 4202012508	957102237501302
02/24	968.84	Wire Type:Fx Out Date:120227 Time:1455 Et Trn:2012022400222986 Fx:Php 39425.17 40.693 Bnf:Infobenefit Corporation ID:004858013633 Bnf Bk:Bdo Unibank, Inc. ID:Bnorphmm Pmt Det:73566 148 /Fxref/Te-3-64-124182290	903702240222986
02/24	35.00	Wire Transfer Fee	903702240090974
02/29	5,000.00	Online Banking transfer to Chk 2955 Confirmation# 0249131812	957202297526859

Daily Ledger Balances

Date	Balance ($)	Date	Balance ($)	Date	Balance ($)
02/01	39,309.11	02/21	108,391.15	02/24	67,387.31
02/15	38,391.15	02/23	68,391.15	02/29	62,390.24

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SUBTOTAL ..... $ _____

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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

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H

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

Statement Period
04/01/12 through 04/30/12
ED E PB EB 43 002944

Account Number [redacted]2955

01333 E01 SCM999 0

LOANGO CORPORATION
[redacted]
[redacted] UT [redacted]

Our Online Banking service allows you to check balances, track account activity 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

Deposit Accounts

Business Advantage Checking

LOANGO CORPORATION

Your Account at a Glance

Account Number	[redacted]2955	Statement Beginning Balance	$5,067.14
Statement Period	04/01/12 through 04/30/12	Amount of Deposits/Credits	$52,530.88
Number of Deposits/Credits	8	Amount of Withdrawals/Debits	$38,486.18
Number of Withdrawals/Debits	42	Statement Ending Balance	$19,111.84
Number of Deposited Items	1		
		Average Ledger Balance	$18,707.14
Number of Days in Cycle	30	Service Charge	$0.00

ACC000040
FILE #8480

EXHIBIT
S.30
ADMITTED

LOANGO CORPORATION

Account Number [redacted] 2955

Your Business Advantage Pricing Relationship

Account Name	Account Number	Qualifying Balance ($)	Type of Balance	Date
Business Advantage Checking	[redacted] 2955	21,586.80	Average	04-27
Business Economy Checking	[redacted] 7697	0.00	Average	04-27
Business Interest Maximizer	[redacted] 2939	28,045.60	Average	04-27
	Total Qualifying Balance	**$49,632.40**		

Deposits and Credits

Date Posted	Amount ($)	Description	Bank Reference
04/06	10,000.00	Online Banking transfer from Sav 2939 Confirmation# 2773735171	957104067507017
04/11	10,000.00	Online Banking transfer from Sav 2939 Confirmation# 0417624360	957204117584793
04/13	30,000.00	Counter Credit	813003150544990
04/16	300.00	Billingtree Sett Des:8772439724 ID:842165 Indn:Loango Corporation Co ID:42-1578037 Ccd	902504005450385
04/19	390.00	Billingtree Sett Des:8772439724 ID:845370 Indn:Loango Corporation Co ID:42-1578037 Ccd	902509011350883
04/25	637.94	Billingtree Sett Des:8772439724 ID:853047 Indn:Loango Corporation Co ID:42-1578037 Ccd	902515011504771
04/26	902.94	Billingtree Sett Des:8772439724 ID:854448 Indn:Loango Corporation Co ID:42-1578037 Ccd	902516006260639
04/30	300.00	Billingtree Sett Des:8772439724 ID:862652 Indn:Loango Corporation Co ID:42-1578037 Ccd	902518007648485

Withdrawals and Debits

Other Debits

Date Posted	Amount ($)	Description	Bank Reference
04/02	50.00	Billingtreefees Des:8772439724 ID:821402 Indn:Loango.com Co ID:42-1578037 Ccd	902590009243484
04/06	500.00	Billingtree Sett Des:8772439724 ID:831105 Indn:Loango Corporation Co ID:42-1578037 Ccd	902597005448148
04/06	15.00	Online Business Suite Acct Mgmt Services	943204060104950
04/09	900.00	Billingtree Sett Des:8772439724 ID:831652 Indn:Loango Corporation Co ID:42-1578037 Ccd	902500009851033
04/10	2,050.00	Billingtree Sett Des:8772439724 ID:832553 Indn:Loango Corporation Co ID:42-1578037 Ccd	902501005970496
04/11	10,000.00	Wire Type:Book Out Date:120411 Time:1634 Et Trn:2012041100245958 Related Ref:75839702 Bnf:Ayers & Houg, Inc. ID:004656435300	903704110245958
04/11	1,800.00	Billingtree Sett Des:8772439724 ID:833735 Indn:Loango Corporation Co ID:42-1578037 Ccd	902502001328622
04/11	0.62	Cl Verify/Micro Des:Data Svcs ID:21833A1056839 Indn:Loan Go Corporation Co ID:0223737436 Ccd	902501010547059
04/11	25.00	Wire Transfer Fee	903704110076784
04/12	1,500.00	Billingtree Sett Des:8772439724 ID:835052 Indn:Loango Corporation Co ID:42-1578037 Ccd	902503006605340

Withdrawals and Debits - Continued
Other Debits

Date Posted	Amount ($)	Description	Bank Reference
04/12	0.40	Billingtreefees Des:8772439724 ID:833747 Indn:Loango Corporation Co ID:42-1578037 Ccd	902502003976393
04/13	600.00	Billingtree Sett Des:8772439724 ID:842159 Indn:Loango Corporation Co ID:42-1578037 Ccd	902504001546684
04/13	0.60	Billingtreefees Des:8772439724 ID:835065 Indn:Loango Corporation Co ID:42-1578037 Ccd	902503009588997
04/16	1,750.00	Billingtree Sett Des:8772439724 ID:843260 Indn:Loango Corporation Co ID:42-1578037 Ccd	902507006812271
04/16	1.60	Billingtreefees Des:8772439724 ID:842169 Indn:Loango Corporation Co ID:42-1578037 Ccd	902504005450387
04/17	1,500.00	Billingtree Sett Des:8772439724 ID:844074 Indn:Loango Corporation Co ID:42-1578037 Ccd	902508004196134
04/17	1.20	Billingtreefees Des:8772439724 ID:843294 Indn:Loango Corporation Co ID:42-1578037 Ccd	902507011366752
04/18	1,200.00	Billingtree Sett Des:8772439724 ID:845363 Indn:Loango Corporation Co ID:42-1578037 Ccd	902509008916465
04/18	1.00	Billingtreefees Des:8772439724 ID:844086 Indn:Loango Corporation Co ID:42-1578037 Ccd	902508006704344
04/19	1,480.00	Transfer Loango Corporation:Elijah Rosov Confirmation# 2887146284	957104197503139
04/19	1,300.00	Billingtree Sett Des:8772439724 ID:846478 Indn:Loango Corporation Co ID:42-1578037 Ccd	902510003956489
04/19	1.75	Billingtreefees Des:8772439724 ID:845374 Indn:Loango Corporation Co ID:42-1578037 Ccd	902509011350885
04/20	7,273.43	Wire Type:Book Out Date:120420 Time:1657 Et Trn:2012042000269226 Related Ref:76274862 Bnf:Ayers & Houg, Inc. ID:004656435300	903704200269226
04/20	2,550.00	Billingtree Sett Des:8772439724 ID:851661 Indn:Loango Corporation Co ID:42-1578037 Ccd	902511008691532
04/20	1.20	Billingtreefees Des:8772439724 ID:846491 Indn:Loango Corporation Co ID:42-1578037 Ccd	902510007528932
04/20	25.00	Wire Transfer Fee	903704200090535
04/20	10.00	External transfer fee - Next Day - 04/19/2012 Confirmation: 76216680	943204200005040
04/23	900.00	Billingtree Sett Des:8772439724 ID:852263 Indn:Loango Corporation Co ID:42-1578037 Ccd	902514003073706
04/23	1.50	Billingtreefees Des:8772439724 ID:851674 Indn:Loango Corporation Co ID:42-1578037 Ccd	902511011215370
04/24	1,200.00	Billingtree Sett Des:8772439724 ID:853038 Indn:Loango Corporation Co ID:42-1578037 Ccd	902515008714785
04/24	1.25	Billingtreefees Des:8772439724 ID:852292 Indn:Loango Corporation Co ID:42-1578037 Ccd	902514006621069
04/25	300.00	Billingtree Sett Des:8772439724 ID:854443 Indn:Loango Corporation Co ID:42-1578037 Ccd	902516003488964
04/25	2.70	Billingtreefees Des:8772439724 ID:853051 Indn:Loango Corporation Co ID:42-1578037 Ccd	902515011504773
04/26	200.00	Billingtree Sett Des:8772439724 ID:855767 Indn:Loango Corporation Co ID:42-1578037 Ccd	902516009169872
04/26	5.25	Billingtreefees Des:8772439724 ID:854452 Indn:Loango Corporation Co ID:42-1578037 Ccd	902516006260641
04/27	500.00	Billingtree Sett Des:8772439724 ID:862647 Indn:Loango Corporation Co ID:42-1578037 Ccd	902518004797899
04/27	1.30	Billingtreefees Des:8772439724 ID:855782 Indn:Loango Corporation Co ID:42-1578037 Ccd	902517012385110

LOANGO CORPORATION

Account Number [redacted]2955

Withdrawals and Debits - Continued
Other Debits

Date Posted	Amount ($)	Description	Bank Reference
04/30	1.50	Billingtreefees Des:8772439724 ID:862656 Indn:Loango Corporation Co ID:42-1578037 Ccd	902518007648487
Card Account # [redacted] **6601:**			
04/04	558.17	CheckCard 0403 Amazon Web Services	917404030120112
04/10	241.15	CheckCard 0409 Nationwide Recovery Sys	917404090406490
04/23	15.00	CheckCard 0419 Usglobalmailcom	917404190175846
04/24	21.56	CheckCard 0424 Intuit *qb Online	962404240823155
Subtotal	**835.88**		

Daily Ledger Balances

Date	Balance ($)	Date	Balance ($)	Date	Balance ($)
04/01	5,067.14	04/12	7,426.80	04/23	19,504.52
04/02	5,017.14	04/13	36,826.20	04/24	18,281.71
04/04	4,458.97	04/16	35,374.60	04/25	18,616.95
04/06	13,943.97	04/17	33,873.40	04/26	19,314.64
04/09	13,043.97	04/18	32,672.40	04/27	18,813.34
04/10	10,752.82	04/19	30,280.65	04/30	19,111.84
04/11	8,927.20	04/20	20,421.02		

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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

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Supersedes

Bank of America

BANK OF AMERICA, N.A. (THE "BANK")

Corporate Signature Card

Account Number [redacted]2955

☐ Temporary Signature Card

Account Type BUSINESS ECONOMY CHECKING

Account Title LOANGO CORPORATION

Name of Corporation LOANGO CORPORATION

Tax Identification Number [redacted]

By signing below, the above named Corporation agrees that this account is and shall be governed by the terms and conditions set forth in the following documents, as amended from time to time: (1) the Deposit Agreement and Disclosures, (2) the Business Schedule of Fees, (3) the Miscellaneous Fees for Business Accounts and the Corporation further acknowledges the receipt of these documents.

Substitute Form W-9. Certification-Under penalties of perjury, I certify that: (1) The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) The IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).

Certification Instructions
You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (See also IRS instructions for Form W-9).

☐ Exempt (check if applicable)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Name (typed or printed)	Title	Signature
1. Jeff Peterson	CEO	
2. Ana Moreno	Authorized Signer	
3.		
4.		
5.		

I, the undersigned, hereby certify (1) I am the Secretary or Assistant Secretary of the Corporation named above, (2) the above named person(s) are those person(s) currently empowered to act under the Corporate resolutions authorizing this account and the other banking services provided for therein, (3) that the title and specimen signature set forth opposite the name of each person are true and genuine, and (4) the Substitute Form W-9 certification.

This 28 day of JULY, 2011

Secretary/Assistant Secretary

ATM/Deposit/Check Card Request

Provided that the account referenced above is eligible to receive automated teller machine cards and/or Check Cards, I (as authorized by the resolutions which authorize this account) hereby request the issuance of such cards to any of the authorized signers on this account.

Signature

Title CEO

Bank Information

Date 07/28/2011

Banking Center Name TEMPE MAIN

Associate's Name CANDACE MARQUEZ

Associate's Phone Number 480-804-9481

NAZ
95-14-900634 08-2004

ACC000010
FILE #8480

EXHIBIT
S-31
ADMITTED

LL 040612VT1321

Bank of America

BANK OF AMERICA, N.A. (THE "BANK")

Corporate Signature Card

Account Number [redacted] 7697

☐ Temporary Signature Card

Account Type: Business Economy Checking

Account Title: LOANGO CORPORATION

Name of Corporation: LOANGO CORPORATION

Tax Identification Number: [redacted]

By signing below, the above named Corporation agrees that this account is and shall be governed by the terms and conditions set forth in the following documents, as amended from time to time: (1) the Deposit Agreement and Disclosures, (2) the Business Schedule of Fees, (3) the Miscellaneous Fees for Business Accounts and the Corporation further acknowledges the receipt of these documents.

Substitute Form W-9. Certification-Under penalties of perjury, I certify that: (1) The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) The IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).

Certification Instructions
You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (See also IRS instructions for Form W-9).

☐ Exempt (check if applicable)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

	Name (typed or printed)	Title	Signature
1.	Jeffrey Peterson	CEO	
2.			
3.			
4.			
5.			

I, the undersigned, hereby certify (1) I am the Secretary or Assistant Secretary of the Corporation named above, (2) the above named person(s) are those person(s) currently empowered to act under the Corporate resolutions authorizing this account and the other banking services provided for therein, (3) that the title and specimen signature set forth opposite the name of each person are true and genuine, and (4) the Substitute Form W-9 certification.

This 06 day of April 2012

Secretary/Assistant Secretary

ATM/Deposit/Check Card Request

Provided that the account referenced above is eligible to receive automated teller machine cards and/or Check Cards, I (as authorized by the resolutions which authorize this account) hereby request the issuance of such cards to any of the authorized signers on this account.

Signature

Title: CEO

Primary ID
Issued By: [redacted]
Issued Date: 02/19/2009
Exp. Date: 10/11/2037
Secondary ID
Issued By: [redacted]
Exp. Date: 11/2015
Type: Debit-Kofax
DOB: [redacted]
SS#: [redacted]
Address: [redacted]
City-ST-Zip: [redacted]

Bank Information

Date: 04/06/2012

Banking Center Name: 44TH STREET AND THOMAS

Associate's Name: MAVIS CUNNINGHAM

Associate's Phone Number: 602-522-0247

NAZ
95-14-9006M 08-2001

ACC000356
FILE #8480

EXHIBIT
S-32
ADMITTED

Bank of America

BANK OF AMERICA, N.A. (THE "BANK")

Corporate Signature Card

pg 1 of 7

Account Number [redacted] 2939

☐ Temporary Signature Card

Account Type: Business Interest Maximizer Savings

Account Title: LOANGO CORPORATION

Name of Corporation: LOANGO CORPORATION

Tax Identification Number: [redacted]

By signing below, the above named Corporation agrees that this account is and shall be governed by the terms and conditions set forth in the following documents, as amended from time to time: (1) the Deposit Agreement and Disclosures, (2) the Business Schedule of Fees, (3) the Miscellaneous Fees for Business Accounts and the Corporation further acknowledges the receipt of these documents.

Substitute Form W-9. Certification-Under penalties of perjury, I certify that: (1) The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) The IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).

Certification Instructions
You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (See also IRS instructions for Form W-9).

☐ Exempt (check if applicable)

> The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

	Name (typed or printed)	Title	Signature
1.	JEFFREY S. PETERSON	CEO	
2.			
3.			
4.			
5			

I, the undersigned, hereby certify (1) I am the Secretary or Assistant Secretary of the Corporation named above, (2) the above named person(s) are those person(s) currently empowered to act under the Corporate resolutions authorizing this account and the other banking services provided for therein, (3) that the title and specimen signature set forth opposite the name of each person are true and genuine, and (4) the Substitute Form W-9 certification.

This 10 day of JUNE, 2011

Secretary/Assistant Secretary

ATM/Deposit/Check Card Request

Provided that the account referenced above is eligible to receive automated teller machine cards and/or Check Cards, I (as authorized by the resolutions which authorize this account) hereby request the issuance of such cards to any of the authorized signers on this account.

Signature

Title: CEO

Issued B AZ DL # [redacted]
Issued D.. 02/14/2009
Exp. Date 10/11/2037
Secondary I.D.
Issued By BoA VISA 5811
Exp. Date 02/2014
Type VISA Debit
DOB [redacted]
SS# [redacted]
Addres. [redacted]
Cit [redacted] AZ [redacted]

Bank Information

Date	06/10/2011
Banking Center Name	44TH STREET AND THOMAS
Associate's Name	MAVIS CUNNINGHAM
Associate's Phone Number	602-522-0247

NAZ
95-14-9006M 08-2001

Page 3 of 3

EXHIBIT
S-33
ADMITTED

ACC000365
FILE #8480

11/22/2011	10:52:46	JP	i will get it going shortly
11/22/2011	10:55:27	JP	what has justin said about the money raise? seems like he stopped working on it
11/22/2011	10:55:37	JP	hes going to run out of time in november
11/22/2011	10:55:50	JP	about dec. 10 to dec. 15 it will shut down for about 40 days
12/8/2011	11:40:33	JP	normally money raisers are all over the place
12/8/2011	11:40:40	JP	but justin is really something else
12/10/2011	9:59:39	Justin B.	yo
12/10/2011	9:59:51	John	i have no idea on banks.. i havent logged in
12/10/2011	9:59:54	John	whats the balance?
12/10/2011	10:00:09	Justin B.	75k from 200k
12/10/2011	10:00:22	Justin B.	i am currently having a heart attack
12/10/2011	10:00:30	John	hmm.
12/10/2011	10:00:47	Justin B.	lots of wires so no track of where they went
12/10/2011	10:00:49	John	im trying to recall things i know
12/10/2011	10:00:52	John	epic
12/10/2011	10:00:53	John	PPM
12/10/2011	10:00:56	John	you
12/10/2011	10:01:10	John	and probably $15k to pay for furniture and computers
12/10/2011	10:01:18	Justin B.	i got the $10k that i loaned
12/10/2011	10:01:21	John	that cant be 125k
12/10/2011	10:01:27	Justin B.	epic was 10k
12/10/2011	10:01:37	Justin B.	lots of money out this month
12/10/2011	10:02:21	John	hmm yeah i dont know.
12/10/2011	10:02:36	John	i never logged in and im spending my own money
12/10/2011	10:02:42	Justin B.	you know even a 10k mishap is 8years in prison

tabbies
EXHIBIT
S-34
ADMITTED

12/10/2011	10:02:51	John	im paying for all the employees
12/10/2011	10:02:59	John	phone system
12/10/2011	10:03:03	Justin B.	it is critical that the money is spent according to operating agreement
12/10/2011	10:03:09	Justin B.	in the ppm
12/10/2011	10:03:11	John	who knows what else
12/10/2011	10:03:22	Justin B.	can you reach jeff?
12/10/2011	10:03:23	John	well yeah
12/10/2011	10:03:35	Justin B.	he isn't on skype
12/10/2011	10:03:42	John	im trying him now.. he was in california until monday
12/10/2011	10:03:47	Justin B.	ok
12/10/2011	10:04:01	Justin B.	ive got to be at least informed of spent money
12/10/2011	10:04:10	John	well i havent either
12/10/2011	10:04:14	John	and like i said
12/10/2011	10:04:19	John	i havent gotten anything
12/10/2011	10:04:23	Justin B.	ok
12/10/2011	10:04:25	John	but probably have more moeny into it
12/10/2011	10:04:30	John	im paying katrina
12/10/2011	10:04:30	Justin B.	i know
12/10/2011	10:04:44	John	and all of our CPAs CSRs
12/10/2011	10:04:49	John	etc
12/10/2011	10:04:49	Justin B.	the only issue is the legal issues around investor money
12/10/2011	10:05:04	Justin B.	even if you pay them back if they feds find out it is nasty
12/10/2011	10:06:32	John	yeah im sure it hasnt been misappropraited
12/10/2011	10:06:42	John	but ill have to track jeff down
12/10/2011	10:06:58	Justin B.	if we do everthing perfect and 5 years from now we have a fed fight, they will dig into these transactions first
12/10/2011	10:07:45	John	right im sure its not an issue.. but we both need to know where its going and why

12/10/2011	10:08:34	John	you should contact him too
12/10/2011	10:08:38	Justin B.	i will
12/10/2011	10:08:43	Justin B.	that really is holy money
12/10/2011	10:08:46	Justin B.	our money is nothing
12/10/2011	10:08:52	Justin B.	but that money is sacred
12/10/2011	10:09:50	John	right, well ill let you know if i hear anything from him
12/10/2011	10:10:52	John	can you see where they went or just the amounts?
12/10/2011	10:12:24	Justin B.	so far just the amounts.
12/10/2011	10:12:35	Justin B.	i will start to do research to find out where the wires went
			your 100percent certain you know this fellow well enough to trust him?
12/10/2011	10:13:19	Justin B.	with both our families?
12/10/2011	10:16:03	Justin B.	on the 5th there was a $12k wire transfer...any idea where this went?
12/10/2011	10:16:58	Justin B.	counter credit oct 19th for $50k
12/10/2011	10:17:13	Justin B.	counter credit means cash
12/10/2011	10:19:23	John	i know we sent some over to philippines for furniture, computers etc
12/10/2011	10:19:43	John	but that was no more than probably 30 or so
12/10/2011	10:19:48	John	at most
12/10/2011	10:20:03	John	did you try texting or calling him? i havent hear back
12/10/2011	10:20:10	John	and have to run right now
12/10/2011	10:22:19	Justin B.	i just reached him with text
12/10/2011	10:22:37	Justin B.	i was wrong about the counter credit...that was a deposit
12/10/2011	10:24:01	Justin B.	he said he doesn't know of that much either
12/10/2011	10:27:10	Justin B.	am i wrong in thinking that the investments were at $200k?
			Justin yesterday was saying he had an investor who wanted to put
12/13/2011	10:18:08	JP	$500k in as a debt investment, i told elijah to make the promissory note
12/13/2011	10:18:16	John	Ok

[5/21/13 5:01:49 AM] Ket: [4/16/2012 11:18:02 AM] Ket: hi

[4/16/2012 11:18:20 AM] Ket: all computers are working. nothing was broken or destroyed.

[4/16/2012 11:37:16 AM] JP: hi.

[4/16/2012 11:37:17 AM] JP: that's great.

[4/16/2012 11:37:40 AM] JP: this week i think is when our budget situation starts changing.

[4/16/2012 11:37:44 AM] JP: (for the better)

[4/16/2012 11:38:53 AM] Ket: i hope so. the office rental is due today so they will surely deposit the check and it will bounce for lack of funds. lol..

[4/16/2012 11:40:08 AM] JP: yeah. oops. anyway, this week, it will start to change.

[4/16/2012 11:40:32 AM] Ket: don't worry though. the practice is to give us 10 more days to make good the check.. as for the salaries, we were able to pay all the employees including the new ones.

[4/16/2012 11:40:37 AM] JP: so, hopefully this will be the last time we need to use excuses or deal with lack of budget.

[4/16/2012 11:41:01 AM] JP: ok, great. again thanks so much for your patience and teamwork. as for davao, i keep telling everyone there to just be patient and we will take care of them.

[4/16/2012 11:41:20 AM] JP: i do plan to take care of them.

[4/16/2012 11:41:39 AM] Ket: okidoki. in the meantime, i have advanced some of the employees salaries and will continue to advance if there is still a need this week.

[4/16/2012 11:41:47 AM] JP: even the crazy louiella group, who connects from time to time and yells at me.

[4/16/2012 11:42:02 AM] JP: oops. sorry about that. there will be a money transfer there on tuesday (AZ time)

[4/16/2012 11:42:07 AM] Ket: that is the same girl who sent vile text messages to ellen...

[4/16/2012 11:42:10 AM] JP: yeah.

[4/16/2012 11:42:29 AM] Ket: why is louella bugging you?

[4/16/2012 11:43:03 AM] JP: oh, its only sometimes. just wants money. its ok, we will do something for her.

EXHIBIT
S-35
ADMITTED

[4/16/2012 11:43:35 AM] Ket: i thought you said we won't give in.. but anyway, it is up to you if you want to give her something.

[4/16/2012 11:45:53 AM] JP: no, i'm not going to fight with her. we will take care of them.

[4/16/2012 11:47:05 AM] Ket: were you able to talk to them?

[4/16/2012 11:48:23 AM] Ket: by the way, i think john wants to talk to me to discuss the davao office. i think he needs help. i have not spoken to him online since he left the philippines.

[4/16/2012 11:50:14 AM] JP: yeah. you can offer to help him. tell him that you require advance payment, (even from me), because you need to protect yourself.

[4/16/2012 11:50:33 AM] JP: or, he can do whatever he wants, by himself.

[4/16/2012 11:51:47 AM] Ket: lol.. i was planning to talk to john but i wanted to clear it with you first. i think he just needs direction because i learned from ellen that all along, he thought leaplab is part of infobenefit.

[4/16/2012 11:53:38 AM] JP: you can tell him that Jeff decided to extend a favor of doing some leaplab stuff with infobenefit, but with the recent budget decline, everyone is being more careful about protecting themselves.

[4/16/2012 11:54:09 AM] Ket: ok. will tell him when i get the chance to talk to him online.

[4/16/2012 11:55:04 AM] Ket: update on hardy's apartment: the owner of the Cityland unit did not agree to a shorter lease term of less than one year.

[4/16/2012 11:56:50 AM] Ket: the cheaper ones available that are near the office are just rooms for rent and condo-share. the cityland unit is the cheapest one we can find at 10,000 pesos/month, fully furnished.

[4/16/2012 12:01:35 PM] JP: ok. what are the alternatives for shorter stay?

[4/16/2012 12:01:38 PM] JP: an apartelle somewhere?

[4/16/2012 12:13:44 PM] Ket: cheaper alternative: condo sharing in GA Tower. 4 people to a condo unit. shared amenities and room sharing. that is cheaper and it will come out to only 3,500 pesos/person/per month. however, there is no alternative for a shorter stay because the usual term is one year. i will continue to look and talk to condo/apartment owners if they are willing to lease for a shorter period.

[4/16/2012 12:23:28 PM] JP: what is condo sharing in GA tower?

[4/16/2012 2:42:42 PM] Ket: GA tower is the condominium building along EDSA, one ride away from Globe Telecom Tower. Condo sharing is where a group of people

rent a condo and share the lease. There isn't a lot of privacy. The concept is similar to a dorm room.

[4/16/2012 2:43:19 PM] JP: ok, how bad or good is GA tower?

[4/16/2012 2:43:38 PM] Ket: Sorry late reply. We had an employees' meeting to discuss company rules and regulations regarding tardiness, absences, and leaves.

[4/16/2012 2:44:03 PM] Ket: GA Tower is a lot like Globe Tower except that there are fewer elevators.

[4/16/2012 2:45:32 PM] JP: ok.

[4/16/2012 2:45:42 PM] JP: what about some kind of apartelle?

[4/16/2012 2:47:27 PM] Ket: The apartments available are already in Pasig. Not anymore walking distance. About two rides away.

[4/16/2012 2:49:51 PM] Ket: Oh, there is an apartment available for Php 6,000 a month near the MRT. It is bare. We are contacting the owner right now.

[4/16/2012 2:50:35 PM] JP: ok.

[4/16/2012 3:00:17 PM] Ket: hi jp. i haven't spoken with john yet. he is offline.

[4/16/2012 3:01:01 PM] JP: ok.

[4/16/2012 3:01:13 PM] JP: it's midnight here, so he probably won't be around until 7 or 9 hours from now.

[4/16/2012 3:02:31 PM] Ket: ok. is it ok if i go home early today? i don't have a car and will just commute home. will just go online tonight.

[4/16/2012 3:12:54 PM] JP: yes of course

[4/16/2012 3:15:19 PM] Ket: whee! thank you.

[4/16/2012 3:15:26 PM] JP: be safe !!

[5/21/13 5:02:36 AM] Ket: [4/18/2012 2:36:20 PM] JP: hi

[4/18/2012 2:36:23 PM] JP: thanks for your message regarding John.

[4/18/2012 2:36:49 PM] JP: for your info, today , here in Arizona, I told John he should do his own things in philippines, with his own money.

[4/18/2012 2:37:25 PM] JP: it's possible i might need to locate a few reps for loango there in manila on the overnight shift. should be easier now that we have extra computers there. anyway, loango is my business so we can control any risk there in terms of payroll. all just fyi.

[4/18/2012 2:37:39 PM] Ket: did you and john get into an argument?

[4/18/2012 2:38:33 PM] JP: no. he started raising some issues and i basically reminded him (again) that i'm his stakeholder and he's not my boss. something he tends to forget every few weeks if not reminded.

6/10/2011	11:07:23 JP	we got bank accounts open for Loango
6/10/2011	11:07:32 JP	Gary said he needs a few more days for the investor document
6/10/2011	11:07:41 JP	but the corporation has been set up in Utah and now we have bank accounts also
6/10/2011	11:08:24 John	Oh ok I'll talk to Justin about putting in 10k as I will so we can get everything ready
6/10/2011	11:08:34 JP	ok thanks
6/10/2011	11:08:39 JP	also
6/10/2011	11:08:42 JP	the money that is put in now
6/10/2011	11:08:46 JP	it will be repaid out of the offering
6/10/2011	11:08:54 JP	so as soon as the first money comes in, we will get our 10k back
6/10/2011	11:09:02 John	Ok
6/10/2011	11:09:29 JP	i hope we can get software set up and then start training people on the underwriting process asap
6/10/2011	11:09:52 John	I'm meeting Justin over near my house Tuesday
6/10/2011	11:10:02 JP	we will submit our application for lending in Utah next week and expect it to be approved very quickly
6/10/2011	11:10:09 JP	so that will give us our first 5 states
6/15/2011	10:41:07 John	wanted to talk to you about JJ and how to structure management with LoanGo and a potential call center to test some EDU transfers
6/15/2011	10:41:23 JP	ok , i am making one stop and i will be over there afterwards
6/15/2011	10:41:24 John	we can do it later today or through Skype.. just wasnt sure your schedule
6/15/2011	10:41:30 John	ok
6/15/2011	10:42:00 JP	basically anything you want to set up is fine with me, we just need to be clear about the funding sources for each team in Phils and make sure we run the accounting like a real business, as organized as possible

tabbies
EXHIBIT
S-36
ADMITTED

6/27/2011	7:57:05	John	yeah right.. how is JJ doing speaking of Davao
6/27/2011	7:57:15	John	i was tlaking to Vicky but didnt see him online
6/27/2011	7:57:40	JP	yes, he seems ok but a little overwhelemed as usual
6/27/2011	7:58:10	John	ok i hadnt heard back from him about hiring a manager for LoanGo
6/27/2011	7:59:55	JP	yes i think he was trying to prepare the budget numbers for the next few weeks
6/27/2011	8:00:06	JP	we have really been pressuring him about money that was already transferred there
6/27/2011	8:00:18	JP	because i noticed that i had sent USD $40,000 in the past 60 days
6/27/2011	8:00:31	JP	and so we were asking for reports about everything
6/27/2011	8:00:39	JP	looks like most of it was spent on the office improvements so it's ok
6/27/2011	8:01:02	John	so are they close to moving in? How is leadsco doing?
7/5/2011	14:57:25	John	do we have the banking license in utah?
7/5/2011	14:58:22	JP	no, i need to submit the application
7/5/2011	14:58:30	JP	we have it ready to go
7/5/2011	14:58:39	JP	we've been trying to figure out how to get the fingerprinting process done
8/2/2011	14:13:07	John	any idea on what i can tell Juston when the PPM will be done when i have my call with him later today?
8/2/2011	14:14:14	JP	oh crap. sorry
8/2/2011	14:14:39	JP	will get it done right now
8/2/2011	14:14:49	JP	ask me again in 15 minutes pls
8/6/2011	18:01:27	JP	ok
8/6/2011	18:17:00	JP	you're going to feel a lot more liquidity when we can start raising money from investors

8/6/2011	18:17:10	JP	you will realize why it pays off to tolerate the quirks of someone like justin b.
9/28/2011	15:18:58	JP	do you have the login to the bank account?
9/28/2011	15:19:15	John	n
9/28/2011	15:19:17	John	no
9/28/2011	15:19:23	JP	hmm let me see if i can find the password
10/3/2011	16:07:28	JP	also can you call Justin quickly and ask him when he anticipates more subscriptions to loango, because he said he would have 90k in by Friday but so far its only 30k
10/4/2011	9:28:58	JP	hi what did justin comment about his money raise?
10/4/2011	9:29:32	John	oh .. said that another $40k should be in no later than friday
10/4/2011	9:30:41	John	we went through the platform from epic yesterday
10/4/2011	9:30:54	John	looks like a good place to start with
10/4/2011	9:31:03	JP	ok. heres the deal
10/4/2011	9:31:13	JP	we should not contract epic until justin has in at least 100k
10/4/2011	9:31:22	JP	at that point we know we are going to have a business
10/4/2011	9:31:28	John	hmm ok.. can you determine what keywords are producing the sold leads?
10/4/2011	9:31:49	JP	if he gets it over 100k then we can contract epic
10/4/2011	9:31:51	John	hello
10/4/2011	9:32:17	JP	sub 100k if that was all he gets in, we still might have to rescind the investors and give them their money back
10/4/2011	9:32:29	John	so dont move on teh other licenses or anything yet?
10/4/2011	9:33:06	John	hows it going today?
10/4/2011	9:33:31	John	I had Elijah starting to look into the other states
10/4/2011	9:33:47	JP	yes we should move on licenses

10/4/2011	9:33:58 JP	however we should hold off on contracting epic until he his 100k
10/4/2011	9:34:00 JP	hits
10/4/2011	9:34:48 John	ok. i need to have Elijah document all of the state restrictions as well so we can determine which states to go into .. the guy from epic said CA is bad
10/4/2011	9:35:14 John	due to the fact you can only lend $300 max and there are restrictions on renewals and rollovers
10/4/2011	9:36:50 JP	ok
10/4/2011	9:37:05 JP	what is the minimum term of the epic contract
10/4/2011	10:04:57 JP	try to do whatever possible without obligating loango
10/4/2011	10:04:58 John	and Justin seems to be only minimally engaged.. not responsive to most of my texts or skypes
10/4/2011	10:05:02 JP	until justin hits 100k
10/4/2011	10:05:17 JP	he is engaged. hes just unfocused and stressed out
10/4/2011	10:05:23 JP	due to his situation
10/4/2011	10:05:32 JP	just keep nudging him a little, not too much or it will be counter productive
10/4/2011	10:05:43 John	right.. thats why i was thinking while we were working out epic to use these new resources to do call transfers
10/4/2011	10:05:48 JP	if he gets in that 40k this week then he will only have another 20k to go until its 100k
10/4/2011	10:06:05 JP	no, it will be too much of a distraction. we should stay focused
10/4/2011	10:06:20 John	ok, the four new people start monday
10/4/2011	10:06:32 JP	ok, we should have them start training about online lenders in general
10/4/2011	10:06:39 JP	and how to use whatever software we are giving them
10/4/2011	10:06:42 JP	err phone software

10/5/2011	9:49:31 John	i just told him we had to hit $100k before we sign the agreement with epic
10/5/2011	9:49:40 John	and havent asked about funds since.. hes been telling me
10/5/2011	9:49:44 JP	ok
10/5/2011	9:49:58 John	also hes freaking out about who has spending authority on the account
10/5/2011	9:50:12 John	i told him just you at this point
10/5/2011	9:50:24 John	anyway he wanted to make sure noone else did i guess
10/5/2011	9:50:24 JP	yeah you can remind him that not a single transaction was done since he sent in his 10k
10/5/2011	9:50:42 John	yep .. no hes good
10/5/2011	9:50:47 JP	the only transactions so far were him sending in his 10k in june, then the first money going out is returning his 10k to him
10/5/2011	9:50:56 JP	he should be able to view the account
10/5/2011	9:51:35 John	ok
10/5/2011	9:51:51 JP	also you can remind him ... in my 7 years as CEO of quepasa, more than 100 million came through the company bank accounts while i was running the co. and there was never even one complaint or problem about expenditures
10/5/2011	9:52:28 JP	people have had lots of opinions about me over the years but noone ever accused me of doing anything wrong with investor funds or money
10/5/2011	9:52:55 John	yeah i know. ill continue to deal with his 'challenges' i dont need reassurance
10/5/2011	9:53:00 JP	ok
10/5/2011	9:53:05 John	just wanted to give you the heads up
10/5/2011	9:53:17 JP	its ok, just remember its almost impossible to find a good money raiser

10/5/2011	9:53:28	JP	so if he can really do it, he deserves to be treated as our most valuable team member
10/5/2011	9:53:43	JP	most if not all of his defects can be forgiven if he actually brings in investors
10/5/2011	9:54:09	John	right.
10/5/2011	10:00:07	John	i think Ana initiated the wire but currently Jeff is the only signer
10/5/2011	10:00:25	John	the only funds that have left the account was the one to you
10/5/2011	10:00:51	John	do you want to set up access to view loango for justin?
10/5/2011	10:00:56	John	the bank account
10/5/2011	10:02:57	JP	he already has it
10/5/2011	10:03:01	John	ok. no shes doing ok.
10/5/2011	10:03:04	JP	its already set up
10/5/2011	10:03:18	JP	i can reset his password
10/5/2011	10:03:22	John	oh i wonder then why he is asking.. bizarre
10/5/2011	10:03:39	John	you have access to login right?
10/5/2011	10:03:53	JP	its been set up for months
10/5/2011	10:04:02	JP	do you still have your pw?
10/5/2011	10:04:35	John	ok. ill deal with him. i dont think i ever had one
10/5/2011	10:05:12	JP	yes i set them both up at the same tim e
10/5/2011	10:05:18	JP	in july i think
10/5/2011	10:05:27	JP	hmm the bofa website has had problems all week. trying to log in now
10/5/2011	10:05:47	John	yeah i noticed that.. but yeah if i got one i nvere tried it and must have deleted it
10/5/2011	10:05:52	Justin B.	yes
10/5/2011	10:06:05	John	justin says he has access
10/5/2011	10:06:11	John	ok great
10/5/2011	10:06:58	JP	ok your login is

10/5/2011	10:07:02	JP	http://www.bofa.com
10/5/2011	10:07:04	JP	login: loangojohn
10/5/2011	10:07:56	JP	i reset your password to tempe9arizona
10/5/2011	17:01:08	John	do we have a debit card for loango?
10/5/2011	17:01:28	Ana: LEAPlab	mm
10/5/2011	17:01:31	Ana: LEAPlab	i don't
10/5/2011	17:02:02	John	can you see if we can get one? I need to set up ringcentral account and im sure we will need other things
10/5/2011	17:02:38	John	since we dont have a credit card should i go ahead and set it up with a leaplab card for now?
10/5/2011	17:03:55	Ana: LEAPlab	sure :)
10/5/2011	18:10:11	JP	i will send you the loango card number as soon as i find it, hopefully by tomorrow morning
10/6/2011	11:17:43	JP	Justin said he would have another 2 investors in to loango this week, correct?
10/6/2011	11:18:08	John	hes depositting $45k today
10/6/2011	11:18:12	John	has the check
10/6/2011	11:18:27	JP	ok i will be watching for it
10/6/2011	11:18:39	John	said he has a commitment for $20k
10/6/2011	11:18:45	John	on top of that
10/13/2011	15:57:19	JP	i don't see the 25k deposit showing as pending yet on the bofa account

10/13/2011	15:57:23	JP	so justin still hasn't made it
			Justin Billingsley 3:24 PM
10/13/2011	15:58:13	John	yes. by end of day
10/13/2011	15:58:17	JP	ok got it
10/13/2011	15:58:24	JP	brb
10/14/2011	11:14:26	JP	looks like the 25k check was deposited shortly before the close of business yesterday to loango
10/14/2011	11:15:00	John	ok. i havent heard from Justin yet today
10/19/2011	16:04:26	John	are you working with the accountants here to set up the chart of accounts?
10/19/2011	16:06:53	JP	http://quickbooksonline.intuit.com/
10/24/2011	10:52:24	John	Can you send a wire from loango to aldrin?
10/24/2011	10:52:36	John	Did Jeff talk with you about this?
10/24/2011	10:52:40	Ana: LEAPlab	no
10/24/2011	10:52:50	Jessica Stephens	they do what finance clicks does
10/24/2011	10:52:58	Ana: LEAPlab	i mean jeff has not say anything to me yet
10/24/2011	10:53:20	John	Ok well can you send aldrin a wire today from loango
10/24/2011	10:53:32	John	For furniture
10/24/2011	10:53:38	Ana: LEAPlab	sure
10/24/2011	10:53:41	Ana: LEAPlab	how much?

10/24/2011	10:53:45	John	It has to be today so he will get it by weds
10/24/2011	10:54:00	Ana: LEAPlab	ok :)
10/24/2011	10:54:09	Ana: LEAPlab	how much will you like me to send?
10/24/2011	10:54:43	John	100,000 PHP
10/24/2011	10:54:58	John	So I think that's like $2500
10/25/2011	13:34:17	JP	lets buy the stuff on the equipment list with loango...just have them change it to 8 stations instead of 12
10/25/2011	13:34:32	JP	you can have ana send the wire out of loango. make sure it gets done soon, the wire cutoff is in 20 minutes
10/25/2011	14:41:28	JP	did the wire get sent for the loango equipment purchase?
10/25/2011	14:42:02	John	yes
10/25/2011	14:42:12	John	and are signing the contract with epic
10/25/2011	14:42:19	JP	ok what are the terms?
10/25/2011	14:43:14	John	setup is $9k, then its transactional fees plus i believe $1500/month base
10/25/2011	14:44:57	JP	ok
10/26/2011	17:15:00	JP	justin requested a wire for 9k from ana, for epic, i think she sent it already
11/3/2011	7:54:43	JP	i am shifting a bit on my attitude towards compliance. i am willing to be more aggressive, if we can just get Utah then lets start lending a few other places like Dino does but also continue pursuing the other state licenses to get them asap.

11/16/2011	15:07:17	John	we have 4 people strating monday in Davao
11/16/2011	15:07:23	John	2 CPA for Loango
11/16/2011	15:07:26	John	1 CSr
11/16/2011	15:07:28	JP	ok good
11/21/2011	9:56:42	John	for loango and quickbooks..
11/21/2011	9:56:55	John	who can set up quickbooks online for it so i can get the CPAs started
11/21/2011	9:57:17	JP	i think the completed fbi employment background check was being sent by fedex today
11/21/2011	9:57:31	JP	i will get quickbooks going
11/21/2011	9:57:34	JP	i will put it in asana
11/21/2011	9:57:39	John	ok
11/21/2011	9:58:15	John	i just reassigned it to you
11/21/2011	10:07:20	JP	i will be getting quickbooks online set up this morning
11/21/2011	10:07:32	JP	Earl and May, can you tell us about your education and work history please?
11/22/2011	10:51:23	JP	hi whats up
11/22/2011	10:51:52	John	setting up emails for the new hires
11/22/2011	10:51:56	JP	ok
11/22/2011	10:52:00	John	and talking to accountants
11/22/2011	10:52:05	JP	ok which accountants?
11/22/2011	10:52:12	John	earl and may
11/22/2011	10:52:20	John	are you workign with them?
11/22/2011	10:52:21	JP	ok whats going on with them
11/22/2011	10:52:22	JP	no
11/22/2011	10:52:32	John	oh ok just seeing how their learning is going on quickbooks
11/22/2011	10:52:42	JP	i need to get it set up

11/22/2011	10:52:46	JP	i will get it going shortly
11/22/2011	10:55:27	JP	what has justin said about the money raise? seems like he stopped working on it
11/22/2011	10:55:37	JP	hes going to run out of time in november
11/22/2011	10:55:50	JP	about dec. 10 to dec. 15 it will shut down for about 40 days
12/8/2011	11:40:33	JP	normally money raisers are all over the place
12/8/2011	11:40:40	JP	but justin is really something else
12/10/2011	9:59:39	Justin B.	yo
12/10/2011	9:59:51	John	i have no idea on banks.. i havent logged in
12/10/2011	9:59:54	John	whats the balance?
12/10/2011	10:00:09	Justin B.	75k from 200k
12/10/2011	10:00:22	Justin B.	i am currently having a heart attack
12/10/2011	10:00:30	John	hmm.
12/10/2011	10:00:47	Justin B.	lots of wires so no track of where they went
12/10/2011	10:00:49	John	im trying to recall things i know
12/10/2011	10:00:52	John	epic
12/10/2011	10:00:53	John	PPM
12/10/2011	10:00:56	John	you
12/10/2011	10:01:10	John	and probably $15k to pay for furniture and computers
12/10/2011	10:01:18	Justin B.	i got the $10k that i loaned
12/10/2011	10:01:21	John	that cant be 125k
12/10/2011	10:01:27	Justin B.	epic was 10k
12/10/2011	10:01:37	Justin B.	lots of money out this month
12/10/2011	10:02:21	John	hmm yeah i dont know.
12/10/2011	10:02:36	John	i never logged in and im spending my own money
12/10/2011	10:02:42	Justin B.	you know even a 10k mishap is 8years in prison

12/10/2011	10:02:51	John	im paying for all the employees
12/10/2011	10:02:59	John	phone system
12/10/2011	10:03:03	Justin B.	it is critical that the money is spent according to operating agreement
12/10/2011	10:03:09	Justin B.	in the ppm
12/10/2011	10:03:11	John	who knows what else
12/10/2011	10:03:22	Justin B.	can you reach jeff?
12/10/2011	10:03:23	John	well yeah
12/10/2011	10:03:35	Justin B.	he isn't on skype
12/10/2011	10:03:42	John	im trying him now.. he was in california until monday
12/10/2011	10:03:47	Justin B.	ok
12/10/2011	10:04:01	Justin B.	ive got to be at least informed of spent money
12/10/2011	10:04:10	John	well i havent either
12/10/2011	10:04:14	John	and like i said
12/10/2011	10:04:19	John	i havent gotten anything
12/10/2011	10:04:23	Justin B.	ok
12/10/2011	10:04:25	John	but probably have more moeny into it
12/10/2011	10:04:30	John	im paying katrina
12/10/2011	10:04:30	Justin B.	i know
12/10/2011	10:04:44	John	and all of our CPAs CSRs
12/10/2011	10:04:49	John	etc
12/10/2011	10:04:49	Justin B.	the only issue is the legal issues around investor money
12/10/2011	10:05:04	Justin B.	even if you pay them back if they feds find out it is nasty
12/10/2011	10:06:32	John	yeah im sure it hasnt been misappropraited
12/10/2011	10:06:42	John	but ill have to track jeff down
12/10/2011	10:06:58	Justin B.	if we do everthing perfect and 5 years from now we have a fed fight, they will dig into these transactions first
12/10/2011	10:07:45	John	right im sure its not an issue.. but we both need to know where its going and why

12/10/2011	10:08:34	John	you should contact him too
12/10/2011	10:08:38	Justin B.	i will
12/10/2011	10:08:43	Justin B.	that really is holy money
12/10/2011	10:08:46	Justin B.	our money is nothing
12/10/2011	10:08:52	Justin B.	but that money is sacred
12/10/2011	10:09:50	John	right, well ill let you know if i hear anything from him
12/10/2011	10:10:52	John	can you see where they went or just the amounts?
12/10/2011	10:12:24	Justin B.	so far just the amounts.
12/10/2011	10:12:35	Justin B.	i will start to do research to find out where the wires went
			your 100percent certain you know this fellow well enough to trust him?
12/10/2011	10:13:19	Justin B.	with both our families?
12/10/2011	10:16:03	Justin B.	on the 5th there was a $12k wire transfer...any idea where this went?
12/10/2011	10:16:58	Justin B.	counter credit oct 19th for $50k
12/10/2011	10:17:13	Justin B.	counter credit means cash
12/10/2011	10:19:23	John	i know we sent some over to philippines for furniture, computers etc
12/10/2011	10:19:43	John	but that was no more than probably 30 or so
12/10/2011	10:19:48	John	at most
12/10/2011	10:20:03	John	did you try texting or calling him? i havent hear back
12/10/2011	10:20:10	John	and have to run right now
12/10/2011	10:22:19	Justin B.	i just reached him with text
12/10/2011	10:22:37	Justin B.	i was wrong about the counter credit...that was a deposit
12/10/2011	10:24:01	Justin B.	he said he doesn't know of that much either
12/10/2011	10:27:10	Justin B.	am i wrong in thinking that the investments were at $200k?
			Justin yesterday was saying he had an investor who wanted to put
12/13/2011	10:18:08	JP	$500k in as a debt investment, i told elijah to make the promissory note
12/13/2011	10:18:16	John	Ok

12/13/2011	10:18:31	JP	also elijah should be making a promissory note for loango to 'loan' $15k to justin, as soon as he signs it we will wire him the money , remember he cant be 'paid' commission but he can be loaned money
12/13/2011	10:18:47	John	Ok
12/13/2011	10:20:49	John	Did you send the wire already?
12/13/2011	10:20:55	John	To justin
12/13/2011	10:21:19	John	If it hasn't yet please hold off
12/13/2011	10:21:47	John	Justin needs to sign something from elijah
12/13/2011	10:25:12	Ana: LEAPlab	ok
12/14/2011	15:15:01	JP	pls encorage justin on lg, he needs to keep on it and with gilford also
12/19/2011	7:25:30	JP	and justin needs to get some more money in
12/21/2011	12:31:57	JP	i was talking to justin on skype chat a while ago and he said he will have another 150k in to loango before the end of the year
1/18/2012	14:00:22	John	also for loango.. we need to tget teh CPAs to set up books
1/18/2012	14:00:50	John	currently they dont have online access to the accounts or quickbooks online
1/18/2012	14:01:05	JP	yes i know
1/18/2012	14:01:21	John	so if Ana isnt around not sure who can assist in any of the payments
1/18/2012	14:02:01	JP	do we have another low cost accountant we can bring on ?
1/20/2012	14:59:56	JP	i saw we got something for loango
1/20/2012	14:59:58	JP	what is it?
1/20/2012	15:00:05	John	oh ok cool. license
1/20/2012	15:00:10	JP	ok

1/20/2012	15:00:15	John	just had call with Epic
1/20/2012	15:00:18	JP	yeah
1/20/2012	15:00:26	John	got to get a fe more things configured there and set up
1/20/2012	15:00:34	JP	so can we start lending under the spotya 'wild west' plan now?
1/20/2012	15:00:43	John	any idea when the lead system will be done?
1/20/2012	15:00:46	John	right
1/20/2012	15:00:49	JP	lead system should be soon
1/20/2012	15:01:01	JP	please do me a favor and follow up with justin about getting his client's 90k in
1/20/2012	15:01:16	John	ok the 90 he said should be today or hit the account early next week
1/20/2012	15:01:18	JP	now that we have the license, and especially with justin's next 90k, gilford should have no excuse
1/20/2012	15:01:29	JP	gilford should step in and do at least 1MM
1/20/2012	15:02:43	John	Katrina is mailing a box to Houston for Davao
1/20/2012	15:02:50	JP	ok
1/20/2012	15:02:52	John	just put $100
1/20/2012	15:02:56	JP	it will get there in something like 2 weeks
1/26/2012	16:09:24	JP	an ACH for $35,000 hit the loango account, so it's negative that amount.
1/26/2012	16:09:59	John	? its negative $35k?
1/26/2012	16:10:24	John	i told justin about the ACH
1/26/2012	16:10:31	John	i havent looked a the account
1/26/2012	16:10:37	JP	yes because as a precautionary measure, we had moved the money out of that account, when you talked about your pending ACH debit previously
1/26/2012	16:10:46	JP	so it looks like they finally sent it through, so now the checking account is negative $35k

1/26/2012	16:11:01 John	i delayed it as long as we could before we would lose that
1/26/2012	16:11:01 JP	Ana is going to talk to the bank so the ACH is returned and it will probably just charge a fee for the overdraft
1/26/2012	16:11:10 John	and have to start the process all over
1/26/2012	16:11:32 JP	yeah
1/26/2012	16:11:36 JP	well anyway that's the update with loango
1/26/2012	16:11:54 JP	we are still waiting for the 90k wire i guess
1/31/2012	14:25:03 JP	also can you poll Justin about when his 90k is coming in
1/31/2012	14:53:29 JP	as soon as we get in the 90k we will pay the ach guy
2/6/2012	17:24:45 JP	wow...thats great
2/6/2012	17:25:03 JP	if you need to , you can tell them we are developing some of these businesses as seperate entities but plan to merge into the public company
2/6/2012	17:25:12 JP	and offer him stock of leaplab if they're looking for a long term payout
2/6/2012	17:25:30 JP	the way you do it ... is ... figure the value off of a hypothetical stock price of $1
2/6/2012	17:25:39 JP	so like 250,000 shares = $250k cash
2/6/2012	17:26:07 John	yeah im sure they be up for that
2/6/2012	17:26:21 JP	we should get their business
2/6/2012	17:26:25 JP	i will work 24/7 to make it work right
2/6/2012	17:26:29 JP	we need to get into that business
2/21/2012	11:16:21 John	oh ok well let me know if you hear anything then. we just depositted another $70k today
2/21/2012	11:16:33 JP	justin did?

2/23/2012	10:59:16	JP	hey do you want to put through the ach account charge now?
2/23/2012	10:59:34	JP	or do we get a ach processor as part of the urgent cash deal?
2/23/2012	10:59:56	John	yes we need to put it through now
2/23/2012	11:00:03	JP	ok
2/23/2012	11:00:28	JP	its 30k?
2/23/2012	11:00:53	John	something like that 34 or 35
2/23/2012	11:00:58	JP	ok
2/23/2012	11:01:16	JP	you can tell them to put it through now
2/27/2012	15:05:13	JP	what are the next major milestones to get through before we can start lending?
2/27/2012	15:07:06	John	a few more setup issues and learning with Epic
2/27/2012	15:07:18	John	people. do we want to start with people in Davao
2/27/2012	15:07:35	John	or maybe train Paul?
2/27/2012	15:07:40	JP	you should train Paul
2/27/2012	15:07:49	JP	i am going to find him online and start talking to him about moving to manila
2/27/2012	15:07:54	JP	but there is no reason to train anyone else there
2/27/2012	15:13:28	John	we also need to figure out the lead side. i assume just use our leads to start but how are we billing them?
2/27/2012	15:13:50	JP	i guess to start we should just have loango buy leads like any other lender
2/27/2012	15:14:04	JP	loango will have accountants
2/27/2012	15:14:17	JP	they can reconcile the accounts and make sure the money is moving around correctly

		then the way i view it, loango all of a sudden is way more important
3/18/2012	17:01:11 JP	than it has been in terms of priorities
3/18/2012	17:01:25 JP	we need to really get it moving fast
3/18/2012	17:01:35 John	Right
		also i'm going to head out to silicon valley to see whats happening with
3/18/2012	17:01:40 JP	the possibility of getting some cash there
		the wilson sonsini lawyer messaged me again today and it's sunday
3/18/2012	17:01:53 JP	there
3/18/2012	17:02:16 JP	so i'm going to get out there while there seems to be interest
		well we need to figure out if we have enough budget to continue
3/19/2012	20:54:51 JP	operations in davao and if so, where its coming from
3/19/2012	20:54:56 JP	maybe loango i guess
		for short term it should.. leaplab has been paying all the expenses for
3/19/2012	20:55:39 John	loango
3/19/2012	20:56:16 John	heather has it allocated on the books.
		well we will figure out the accounting...hopefully me and Justin will get
3/19/2012	20:59:35 JP	this money raise underway once and for all
3/21/2012	15:38:27 JP	regarding the people to hire for loango
3/21/2012	15:38:34 JP	do we need 2 underwriters in davao?
		we can have them anywhere. right now we have only 2 here for loango..
3/21/2012	15:40:29 John	well 2 anywhere
		ok, also they are saying we are hiring a 'writer' in davao, is that really a
3/21/2012	15:41:17 JP	writer, or are they confused and it should really be 'underwriter?'
		the plan was 2 CSRs , 2 underwriters here and one CSR and one
3/21/2012	15:41:18 John	underwriter in Manila.. and get them all cross trained
3/21/2012	15:41:31 JP	yeah but the budget is so tight
3/21/2012	15:41:42 JP	to start..maybe 1 of each in each office

3/21/2012	15:41:56	John	well right now we have 2 here
3/21/2012	15:42:04	John	so we can hire 2 in manila then
3/21/2012	15:42:06	JP	ok, what are the 2 there going to do?
3/21/2012	15:42:36	John	they are pretty knowledgable now so can do either one
3/21/2012	15:43:23	JP	so we just need a underwriter and csr in manila
3/21/2012	15:45:06	JP	i am going to use one of the accountants in manila for the books
3/23/2012	10:56:14	John	need to get loango accouting set up quickly. Jeff Johnson will need to be starting to get paid as well as loans being done
3/23/2012	10:56:37	John	who can i get to work with to do that?
3/23/2012	10:56:55	John	Ellen said Daisy but noone knows anything at this point about it
3/23/2012	10:57:04	JP	yeah. lets start the accounting in manila
3/23/2012	10:57:26	JP	the leadsco accountant on night shift in manila has almost nothing to do right now
3/23/2012	10:57:32	JP	we can train her and get her up and running quickly
3/23/2012	10:57:33	John	ok so who is that
3/23/2012	10:57:40	JP	mmm don't remember her name
3/23/2012	12:31:35	JP	John , i added the accountant in manila to this chat
3/23/2012	12:33:21	moley.s myth269	sir,,may I ask what is that special project
3/23/2012	12:33:37	JP	yes, we will have you arrange the books for our new company, Loango, and get the accounting started for that company.
3/23/2012	12:34:03	JP	john, moley is the accountant on night shift in manila
3/23/2012	12:34:25	JP	john as far as you know, was there ever a quickbooks online set up for loango? or when i set it up now, will it be the first time?
3/23/2012	12:34:28	moley smyth	Good Day sir John!

3/23/2012	12:36:02	moley smyth	sir, Is the operations of leaplab and loango just the same with leaplab
3/23/2012	12:36:19	moley smyth	am sorry Leadsco
3/23/2012	12:36:32	JP	no, leadsco and loango are separate companies
3/23/2012	12:36:41	John	no it will be a different chart of accounts
3/23/2012	12:36:51	JP	but our company there in philippines, infobenefit, will be helping to manage operations for both leadsco, loango, and leaplab
3/23/2012	12:37:11	John	i can get you the basic needed for the chart of accounts to be created
3/23/2012	12:37:12	JP	moley, i will have a new account for loango set up at quickbooks online soon, i will send you the login
3/23/2012	12:37:39	John	once you have that Moley, contact me
3/23/2012	12:37:45	JP	moley, do you have another email address, that you are not using already with quickbooks, maybe a personal email address for you?
3/23/2012	12:37:53	John	I will get you help on getting the books established
3/23/2012	12:38:02	moley smyth	copy sir,,
3/23/2012	12:38:13	moley smyth	yes sir
3/23/2012	12:38:14	John	can you also get ther the account logins?
3/23/2012	12:38:35	JP	didn't understand the question
3/23/2012	12:38:49	John	sorry logins to b of a
3/23/2012	12:38:56	JP	oh yeah
3/23/2012	12:39:58	JP	the new quickbooks will be working within about 15 minutes and i will write you here on skype
3/23/2012	12:40:05	JP	John can start explaining what needs to be done
3/23/2012	12:40:16	JP	but moley, you will work on Loango when you have free time there on night shift

		moley	
3/23/2012	12:40:29	smyth	yes sir I understand
3/23/2012	12:40:44	JP	thanks :-) we need the help to get the books started
3/23/2012	12:40:48	JP	in the future, loango will have its own accountant
3/23/2012	12:53:19	JP	ok, a new quickbooks online account has been created for loango
3/23/2012	12:54:39	JP	John, I also created a login for you for the loango account at quickbooks online
3/23/2012	12:57:55	JP	moley, i am setting up a login and password for you at Bank of America for the loango accounts
3/23/2012	13:44:14	JP	so i think the accountant should be able to start working on loango now
4/5/2012	13:53:58	John	leaplab is selling leads to loango at 5 tiers
4/5/2012	13:54:02	JP	ok
4/5/2012	13:54:07	John	$150, 110, 85, 50, 35, 10
4/5/2012	13:54:12	JP	i have no problem with anything that makes more money for leaplab
4/5/2012	13:54:21	John	we have seperate filters etc for each tier
4/5/2012	13:54:29	JP	even as some more cash comes in to loango, if you want to use the higher tiers to move cash over to leaplab, i have no problem with it
4/5/2012	13:54:38	John	and leaplab is currrently making 8%
4/5/2012	13:54:57	JP	i have no problem doing whatever is necessary to make deals and companies work
4/5/2012	13:55:17	JP	and i will make sure everyone is still happy, like justin, noah etc.
4/5/2012	13:55:45	John	ok right now its just 8% which was the min amount we allow in the vertical
4/5/2012	13:56:04	John	we are adding more tiers and will also route some to UCA
4/5/2012	13:56:05	JP	ok well whatever, just keep me in the loop and i won't say anything to anyone

4/6/2012	11:32:36	John	can you make sure we have funds in the loango operating account to get loans out today?
4/6/2012	11:32:49	John	Justin said there was only $3k and he couldnt transfer money from the savings
4/6/2012	11:32:53	JP	yeah let me see
4/6/2012	11:33:14	JP	looking now
4/6/2012	11:33:36	JP	there's $48k
4/6/2012	11:33:44	JP	$46k in savings
4/6/2012	11:33:51	JP	$4k in checking
4/6/2012	11:34:06	John	ok we need to move a chunk over to get loans out
4/6/2012	11:34:07	JP	also i have an appointment at 2pm to open the new checking account for loango
4/6/2012	11:34:12	JP	ok how much should i move over?
4/6/2012	11:34:22	John	maybe 10k
4/6/2012	11:34:40	JP	ok moving
4/6/2012	11:35:59	JP	10k has been transferred
4/6/2012	11:36:11	JP	checking account balance is now 14k
4/6/2012	11:40:56	JP	your username is: loangojohn
4/6/2012	11:41:00	JP	password: Leaplab1
4/6/2012	11:41:05	JP	http://www.bofa.com
4/12/2012	16:36:11	JP	i guess justin has another 45k coming in to loango
4/17/2012	10:07:28	JP	it would be helpful if you can have heather make an invoice for the 10,000 that was sent to leaplab from loango and call it a 'reimbursement of expenses'
4/17/2012	10:07:37	JP	so it doesnt look like an amount paid for leads (yet)
4/17/2012	10:07:47	JP	as soon as money starts coming in, we can invoice for lead sales

4/18/2012	14:46:09 John	yeah i just dont want you paying for it. so either way im good. she may take more time to get up to speed. just trying to get the books up to speed.
4/18/2012	14:46:53 JP	yeah
4/18/2012	14:47:19 JP	the books should be clean. i dont think theres any problem there except we are already in default on interest payments to investors. but i'm not going out of my way to put anyone on notice about that yet
4/18/2012	14:48:14 John	yeah i havent seen them yet. i just know heather is trying to help put them together and she recommended it based on her experience with catherine and marianne on our books
4/18/2012	14:48:33 JP	ok thats fine , whatever you want to do regarding accounting and loango is fine with me
4/18/2012	14:48:45 JP	do you have admin permission on quickbooks there? let me check
4/18/2012	14:49:30 John	not sure havent logged in since i sent her the chart of accounts
4/18/2012	14:51:19 JP	your login name at quickbooks online , for loango is johna@leaplab.com and yes you are set up as administrator
4/18/2012	14:51:31 JP	i can't see or reset the password so i think you would have to reset it

7/27/2011	23:12:47 JP	i am going to try to hire 5-10 decent programmer candidates over the short term, throw them in the proverbial oven and start molding them into what we need
7/27/2011	23:12:49 John	hmm ok yeah. wonder if we should bring him up again too or i/we go down there even for the day
7/27/2011	23:13:46 John	but yeah thats what id like to help get done is to get the documents and crm centralized and learn more about quickbase
7/27/2011	23:14:43 John	in hermosillo?
7/27/2011	23:15:16 John	or manila
7/27/2011	23:15:16 JP	no i'm going to find 5-10 new programmer candidates and start incubating them in the philippines
7/27/2011	23:15:24 JP	yes in manila
7/27/2011	23:15:36 John	how do you think Cesar will feel about that?
7/27/2011	23:15:50 JP	it is one of my strengths , apparently, to train and mold programmers in parts of the world where sane people don't do that sort of thing
7/27/2011	23:15:59 John	think there will be conflicts or think he will see it as growing
7/27/2011	23:15:59 JP	i don't think cesar will care, if we tell him they are his support team
7/27/2011	23:16:03 John	ok
7/27/2011	23:16:21 John	yeah i think youd be great in that
7/27/2011	23:16:28 JP	he will see it as growing because he's always seen our projects work
7/27/2011	23:16:41 JP	yeah i've already learned how to say ... SEGE NA (let's go!!)
7/27/2011	23:17:03 JP	so anyways i am more than willing to tolerate some shitty food for awhile to make a deal work man, i've done worse
7/27/2011	23:17:04 John	i know you want to get out and raise capital too, so let me know where i can be best utilized
7/27/2011	23:17:18 JP	there seems to be a huge opportunity over there for cheap labor
7/27/2011	23:17:29 John	how did the trip to LA go friday?
7/27/2011	23:21:16 JP	it was good, we will see if he takes the offer

tabbies
EXHIBIT
S-32
ADMITTED

		money raising and making deals work is really hard, if it was easy,
7/27/2011	23:21:46 JP	everyone would do it (successfully) but the reality is, very few work
7/27/2011	23:21:48 JP	for many reasons
		well tell me where you think i can help out. id liket to get a call center going and if thats davao city i can go there and before that maybe
7/27/2011	23:23:56 John	getting systems organized and some training and processes nailed down
7/27/2011	23:24:12 JP	yes, call center for sure, we need to do it
7/27/2011	23:24:19 JP	huge priority
7/27/2011	23:24:41 John	yeah im happy to get that started with JJ.
7/27/2011	23:24:51 JP	and they're in the new space now
7/27/2011	23:25:01 JP	yes, to be clear, please do whatever you want with the call center, i have no plans there other than to help
7/28/2011	22:22:37 John	oh ok. have you started with any of the people in manila yet?
7/28/2011	22:23:38 JP	manila is coming together slowly
7/28/2011	22:23:54 JP	we have a small office in a building and furniture but its still going through permits and setup
8/6/2011	17:58:39 John	thats true. when do you plan on going back to PH
8/6/2011	17:58:54 JP	not sure..maybe another month when the manila office is up and running...
8/9/2011	20:41:17 JP	FYI the way the manila office is going ... for the time being ... it looks like they will be doing legal, supervision, and project management of the davao office
8/22/2011	15:07:02 elenita	you will know later
8/22/2011	15:07:10 elenita	right now i have other things to do

ACC001087
File #8480

8/22/2011	15:07:47	elenita	and may i know who you are since aldrin told me that youre also from MDJM
8/22/2011	15:08:17	John	who is elienita?
8/22/2011	15:08:48	elenita	hmm wait, are you from US?
8/22/2011	15:09:22	John	Yes i am in the US
8/22/2011	15:09:57	elenita	oh sorry. i thought youre from davao also and jp doesnt want me to disclose anything about me
8/22/2011	15:42:37	elenita	the leaplab team in davao is yours?
8/22/2011	16:05:05	Ana: LEAPlab	sorry i just came back :(
8/22/2011	16:08:02	Ana: LEAPlab	she is in charge of the manilla office
9/30/2011	14:06:31	JP	i will be headed out to the philippines the third week in Oct. and staying probably for two months at least , to get the programming capabilities up to where they can start to take over from mexico
9/30/2011	14:06:37	JP	lol great
9/30/2011	14:06:41	Lucas Edwards	did you hear back from your payday debt guys?
9/30/2011	14:06:56	John	2 months? wow ok
9/30/2011	14:08:00	John	so like the 15th or 16th?
9/30/2011	14:08:14	JP	yes, right around there. 16th probably

10/20/2011	14:22:26 JP	Yes, but you can only do so many things at once. Without pointing fingers at either you or me, or anyone else for that matter, the reality is, our entire company has been disorganized for a long time, because we have tried to do too much, with too few resources. As we acknowledge these issues, it can be improved. What is important is that we can acknowledge the issues and be honest with ourselves about weak areas.
10/20/2011	14:22:59 John	right thats why i wanted to bring someone in to support me in getting things going
10/20/2011	14:23:54 John	so im fine defining the process and getting this going, i didnt want to mess up the processes you had been setting up
10/20/2011	14:25:14 JP	actually, I had not been setting up processes. I have been managing this office perhaps one half order of magnitude better than Dino's 'wild west' approach, in this case, with a poorly equipped proverbial machine gun, aimed at whatever issue arises from day to day. That is what needs to improve.
10/20/2011	14:26:14 JP	And while acknowledging the weakness, I should again point out the intent that has existed for some time now, to integrate task management throughout our organization(s) and to get the entire team communicating through a combination of group chat and quickbase. With a little more time, it will happen.
10/20/2011	14:27:44 JP	That being said, I need to get back up to Manila, go to open the bank accounts, to execute the contracts for the Globe office, and back to the immigration office to further advance my business visa. I am thinking of returning on Sunday, so I will have a few days to get those things done.
10/20/2011	14:29:44 JP	the disconnect is between the intent, and implementation.

ACC001089
File #8480

10/20/2011	14:30:04 JP	the intent is there, but the implementation has not happened, probably because the roles have not been defined.
10/20/2011	14:30:31 JP	to date, we cannot point at who, really, is responsible for task management.
10/20/2011	14:31:06 JP	we have occasional, sporadic use of task management tools, by a number of apparent chiefs, none of which seem to be accountable to managers.
10/20/2011	14:31:08 John	the rest are working on research and the questions
10/20/2011	14:32:18 John	id agree. the org chart helped me a bit but we need to fogure that out globally
10/20/2011	14:33:25 John	thats why i wanted katrina to come in to help assist in my mind, its more of an organizational issue defining roles and responsibilities.. in order to hold people accountable
10/20/2011	14:34:08 JP	yes, exactly. it is an organizational issue defining roles and responsibilities.
10/20/2011	14:34:13 John	i know you have a plan so if we can help draw it out and organize it let me know
10/20/2011	14:34:43 JP	Which leads us back to the question, 'Who is responsible for task management?' And my proposed solution, in the form of a task management team in Manila.
10/20/2011	14:35:06 John	because the issue now is ownership and you cant have accountability until there is clear ownership
10/20/2011	14:36:38 JP	Right. It is necessary. But it is not enough to simply designate new hires as 'task managers,' slap on a label, as it would be, and expect them to be effective. Task managers need to understand how the business works, if they will be effective.
10/20/2011	14:36:50 John	i guess we are saying the same thing just thinking about it differently maybe. task management in my mind, comes after we have defined a plan

ACC001090
File #8480

10/20/2011	14:37:06 JP	That is why I have been training Ellen about the operations of the business, because for the time being, she is the person I expect to set up the first team of project managers in Manila.
10/20/2011	14:37:14 John	we have the plan, set roles and ownership then create tasks to act on the plan
10/20/2011	14:37:59 JP	Well, it is the famous 'chicken and the egg' paradox you invoke with that scenario.
10/20/2011	14:41:47 JP	it is probable that the actual operations results of the company have been an impediment to this organizational process: in our case, the implications of poor task management do not prohibit operations, they make things less efficient. And because the 'shotgun' approach to task management has been enough to sustain the company, project management becomes the proverbial can that has been forever kicked down a winding road that changes direction with each of your potential new strategy or business ideas.
10/20/2011	14:49:39 JP	well, in reflecting on those bottlenecks, we are nearing some key discoveries and perhaps even breakthroughs regarding your past and current challenges and opportunities, then.
10/20/2011	14:51:05 John	anyway i look forward to designing and implementing a solution. The beginning was to find someone who could help locate, hire, and train people to help in the execution. Obvious things I havent done very well.
10/20/2011	14:52:18 John	so if we can rebuild this hiring process we can at minimum get LoanGo up and strong

ACC001091
File #8480

10/20/2011	14:52:56 JP	I believe as a team, we are closer than ever to seeing significant breakthroughs in operations and execution. We have challenges to overcome but from what I can tell--present company excluded--your core group is more sophisticated than at any point in your history.
10/23/2011	9:50:49 JP	ellen mentioned that maybe you didn't want to stay by yourself in davao. that didn't occur to me. so anyway, if you want to catch up to us, we are at the EDSA shangri la , in ortigas. it is the shangrila near the proposed office, where we will be going in the morning. right here there is also Go Hotel, even close to the office, which is supposed to be clean, decent and $39 per night. http://gohotels.ph/
10/23/2011	9:52:08 John	no im fine here. i dont have any issues
10/23/2011	9:52:20 JP	ok cool. just thought id mention it
10/23/2011	9:54:04 JP	ok well i will be around. taking care of paperwork here, the new bank account, etc.
10/25/2011	13:57:58 John	so whats the plan on the office in Manila
10/25/2011	14:00:10 JP	we have been working on it every day,
10/25/2011	14:00:26 JP	we got everything reserved for sure, so we are getting the office
10/25/2011	14:00:42 JP	we submitted the application paperwork and down payments
10/25/2011	14:00:46 John	maybe even stay there.. its about the same as the marco polo
10/25/2011	14:02:22 JP	meeting up with the lawyer again at 8am
10/25/2011	14:02:47 JP	we will go to open the corporate bank account at the bank, which appears to be sort of a cumbersome process
10/25/2011	14:03:37 JP	the globe buildings are definitely a legitimate place to have your company address...

ACC001092
File #8480

		also there is a lot of stuff we didn't hear about on the first visit, for example the entire complex is on backup generators. so even the office,
10/25/2011	14:04:05 JP	lights, everything is all behind a huge master generator
10/25/2011	14:04:08 JP	so it will not lose power
		they verified because its the globe headquarters its got priority and supposedly doesn't lose its internet connection , even in typhoons or
10/25/2011	14:04:45 JP	other bad weather
10/25/2011	14:05:00 John	yeah that is perfect
10/25/2011	14:05:13 John	so what about AC? what is that going to cost?
10/25/2011	14:05:20 JP	initial estimate $2k
10/25/2011	14:05:44 John	oh ok.. not too bad i guess
		the office looks like it will clean up nice. there is easily more than
10/25/2011	14:05:58 JP	already $2k of improvements in there
10/26/2011	17:10:53 JP	ok
10/26/2011	17:11:04 JP	we had another super long day taking care of everything here
		finally got the corporate bank account set up which took 4 hours (no
10/26/2011	17:11:20 JP	joke) at the bank
		had to generate various corporate resolutions and documents with the lawyer , there at the bank , then visit notary, execute many different
10/26/2011	17:11:45 JP	forms etc.
10/26/2011	17:11:59 JP	so anyways, finally got some sleep last night
		yeah. we have a great lawyer here, ellen's former office mate at the court of appeals, she is highly connected. drove us all around town and
10/26/2011	17:17:57 JP	was taking care of things
11/15/2011	9:21:43 JP	we signed the office lease and paid for it
11/15/2011	9:21:50 JP	she got the keys yesterday

11/15/2011	9:22:01	John	oh she did? ok so she would be there with internet service
11/15/2011	9:22:09	JP	so now they just need to clean it out, also shes ordering the air con and getting some computers in there
11/15/2011	9:22:13	John	oh
11/15/2011	9:22:15	John	ok
11/15/2011	9:22:19	JP	the internet will be working in the manila office next week
11/15/2011	9:22:31	JP	also Adam flew to Manila, he will be our first worker there
11/15/2011	9:22:49	John	ok perfect. so when do they anticipate moving in?
11/15/2011	9:22:54	JP	i paid $3,000 for his bills
11/15/2011	9:23:12	JP	there are two workers helping ellen...they were going to start cleaning the office tomorrow
11/21/2011	10:03:14	JP	i will be leaving for the philippines somewhere around dec. 15th and will be there until late feb. 2012
12/5/2011	14:09:04	JP	in the manila office now its ellen, 2 lawyers, and 1 cpa. they will be adding more people each week.
12/8/2011	11:41:37	JP	programmers are starting to show up in manila
12/8/2011	11:41:47	John	how many people are there?
12/8/2011	11:41:47	JP	we got some resumes with guys that know C++ and java
12/20/2011	14:41:13	JP	good...wow its really long day when you work both the day and night shift
12/20/2011	14:41:56	JP	anyway things are good, the initial little team here is good, the programmers are pretty good, i should have them up and running within a few weeks

		i am reorganizing everything over there, and pushing to get programmers up and running as fast as possible, there are 4 programmers in manila now working full time on fedora/apache/linux
1/5/2012	13:24:12 JP	training every day
1/5/2012	13:24:24 JP	linux/apache/mysql
1/5/2012	13:24:35 John	anything else going on that we need to talk about or should be focussing on differently than what we are ?
1/5/2012	13:24:47 JP	the manila office is up and running with i guess 8 people working there now full time
1/24/2012	12:09:44 JP	everything here is ok, chaos with the new programmers who are knee deep in php and linux stuff, they have advanced a lot since i was here a month ago
1/24/2012	12:10:05 JP	i told them to live and breathe linux and php, to take it home and work on it 24/7 and it seems like they have all been doing that
2/1/2012	14:23:16 JP	yesterday we had a young guy walk in the office and tell ellen that he's a programmer with globe telecom in the same building, doesn't like his job and wanted to know if we were hiring
2/1/2012	14:23:28 JP	so we interviewed him and he will be starting next week
2/1/2012	14:24:12 JP	the programmers are coming in at the entry level about $500 USD / month
2/1/2012	14:24:31 John	ok so let me know when we can start leveraging them for other tasks
2/1/2012	14:24:56 John	i could use a google api to pull all of our google analytics into a consolidate report with alerts
2/1/2012	14:24:56 JP	yeah another few weeks for sure they will be ready to start doing simple tasks in linux, php, amazon aws
2/1/2012	14:25:13 JP	yeah, just bear in mind they will be slow at first

			right, but there are some little projects like that they should be able to
2/1/2012	14:25:55	John	do that dont have to currently interact with our current systems
2/1/2012	14:26:02	JP	yeah
			yes the guys here in manila are working on .org as one of their test
2/3/2012	17:05:18	JP	projects at amazon AWS
2/3/2012	17:22:50	JP	i'm thinking
2/3/2012	17:23:02	JP	2012.org can publish a monthly mini-magazine
			and that can justify selling recurring subscriptions through kindle, apple
2/3/2012	17:23:17	JP	store, etc.
2/3/2012	17:23:24	JP	there's a bunch of that stuff being published
2/3/2012	17:23:26	JP	but
2/3/2012	17:23:28	JP	really the question is
2/3/2012	17:23:35	JP	how to opt-in a ton of people through premium sms
2/6/2012	16:28:02	JP	i have a question for you
			what would you rather have, our office with a lot of fixed seats that we
2/6/2012	16:28:15	JP	own, in davao,
			yeah we just wrote our own code but we deliver the mail through an
2/6/2012	16:28:17	John	ESP (like MC)
			or to use seats in existing call centers here in manila, of which there is a
			unlimited quantity available, that can expand up and down depending
2/6/2012	16:28:37	JP	on what our needs are?
2/6/2012	16:28:52	John	yeah 2nd one
2/6/2012	16:28:59	John	absolutely
2/8/2012	6:56:30	John	anything new there?

2/8/2012	6:57:31 JP	yes, aside from the same long training schedule that we did again today, i've been going over the actual budget and proposed budget for philippines.
3/23/2012	12:36:51 JP	but our company there in philippines, infobenefit, will be helping to manage operations for both leadsco, loango, and leaplab

ACC001097
File #8480

1 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

2 IN AND FOR THE COUNTY OF MARICOPA

3

In the Matter of:) File No. 8480

4)

LoanGo)

5)

6

7 EXAMINATION UNDER OATH OF JEFFREY SCOTT PETERSON

8

9 Phoenix, Arizona

10 August 28, 2014

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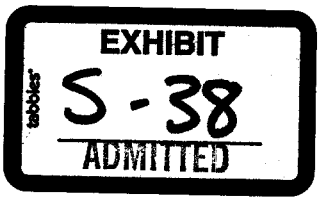

20 COASH & COASH, INC.
Court Reporting, Video & Videoconferencing
1802 N. 7th Street, Phoenix, AZ 85006

21 602-258-1440 mh@coashandcoash.com

22

23 Prepared By:
CHARLOTTE LACEY, RPR

24 Certified Reporter
Certificate No. 50859

25

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Exhibit 3	Minutes of Special Meeting of the Board of Directors, November 8, 2012	5	66
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6 Exhibit 15	Subscription agreement for Donald Smeltzer	5	56
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1 EXAMINATION UNDER OATH OF JEFFREY SCOTT PETERSON
2 was taken on August 28, 2014, commencing at 8:58 a.m. at
3 the Arizona Corporation Commission, 1300 West
4 Washington, Phoenix, Arizona, before Charlotte Lacey, a
5 Certified Reporter in the State of Arizona.
6
7
8 * * *
9 APPEARANCES:
10 Representing ACC Securities Division
By: Wendy L. Coy, Esq.
11 1300 West Washington
Phoenix, Arizona 85007
12 (602) 542-0633
13 Representing Jeffrey Peterson
SNELL & WILMER, LLP
14 By: Don Bivens, Esq.
400 East Van Buren Road
15 Phoenix, Arizona 85004
(602) 382-6549
16
Representing Inter123 Corporation
17 GRIMES LAW, PLLC
By: Ashley Catherine Grimes, Esq.
18 4140 East Baseline Road, Suite 101
Mesa, Arizona 85206
19 (602) 828-4096
20 Also Present:
Gary Clapper
21
22
23
24
25

1 (Exhibits 1 through 15 were marked for
2 identification.)
3
4 JEFFREY SCOTT PETERSON,
5 the witness herein, having been first duly sworn by the
6 Certified Reporter, was examined and testified as
7 follows:
8
9 MS. COY: Can we take appearances for the
10 record, please.
11 MR. BIVENS: Sure. Don Bivens with Snell &
12 Wilmer. I represent Jeffrey Peterson.
13 MS. GRIMES: And Ashley Grimes, in-house counsel
14 for Inter123 Corporation.
15 MS. COY: This is part of an inquiry by the
16 Securities Division of the Arizona Corporation
17 Commission in the matter of Jeffrey Peterson and LoanGo
18 Corporation in order to determine if there has been full
19 compliance with the Securities Act of the State of
20 Arizona.
21 The information obtained today may reveal
22 violations of statutes outside of the Securities Act.
23 Mr. Peterson, you have the right to refuse to answer any
24 questions if you think the answers may tend to
25 incriminate you. You have the right to refuse to

1 produce any private papers which you feel may tend to
2 incriminate you. You do not have the right to refuse to
3 produce corporate papers based on any claim of
4 self-incrimination.
5 The reporter will go off the record at my
6 direction. If you or your attorneys would like to go
7 off the record, tell me, and I will try to accommodate
8 you. The reporter will note for the record each time
9 you consult with your attorney before answering. This
10 is done to ensure an accurate record.
11 Since your testimony is being recorded by a
12 reporter, please respond verbally as opposed to nodding
13 or shaking your head. Also, let me finish asking a
14 question before you answer so there will not be two
15 people speaking at once.
16 If you don't hear a question or don't understand
17 a question, say so, and the reporter will repeat it, or
18 I will explain the question further.
19 You are under oath, so any false statements you
20 make may be criminally prosecuted as perjury.
21 Do you understand what I've explained to you?
22 THE WITNESS: Yes.
23 MR. BIVENS: Can we go off the record for just a
24 moment?
25 MS. COY: Sure.

1 (An off-the-record discussion ensued.)
2 MS. COY: Let's go back on the record.
3
4 EXAMINATION
5 BY MS. COY:
6 Q. Can you please state your full name.
7 A. Jeffrey Scott Peterson.
8 Q. Have you ever used any other name?
9 A. No.
10 Q. Are you taking any medication or do you have a
11 physical problem that would prevent you from hearing or
12 understanding my questions?
13 A. I am not taking any medication. About a year
14 ago I had been treated for about six months by a
15 psychologist for what she called posttraumatic stress
16 resulting from an incident I had with John Ayers, and
17 since that time I've had a lot of memory problems. But
18 that is the only disclosure I would make related to
19 health conditions today.
20 Q. What is your home address?
21 A. You know, I just moved a week ago, so bear with
22 me one moment while I get it for you.
23 Okay. It is here in Phoenix. 11 South Central
24 Avenue, Number 2311, in Phoenix 85004.
25 Q. And you said you just moved two weeks ago or a

1 month ago?
2 A. About two weeks ago. That's correct.
3 Q. Where did you live previous to that address?
4 A. In Cambridge, Massachusetts. I can get you the
5 address if I can have just a moment here.
6 [redacted]
7 [redacted], Massachusetts [redacted]
8 Q. And how long did you live in Cambridge?
9 A. For about a year. Maybe a little longer than a
10 year.
11 Q. Okay. I hate to do this to you, but I go back
12 about ten years.
13 Where did you live previous to the Cambridge
14 address?
15 A. Sure. In Santa Barbara, California. And the
16 address there is -- do you want the address?
17 Q. Yes, please.
18 A. Okay. It's [redacted], and the street name is
19 [redacted] That's in
20 [redacted], California [redacted].
21 Q. And how long did you live at the Santa Barbara
22 address?
23 A. About a year.
24 Q. Okay. Prior to that address, where did you
25 reside?

1 A. Sure. Here in Phoenix at [redacted]
2 [redacted]. And I think the ZIP Code is [redacted]
3 Q. Okay. And how did -- how long did you live at
4 the Osborn address?
5 A. About a year and a half.
6 Q. Okay. Where did you live prior to that?
7 A. [redacted], in
8 [redacted], Arizona [redacted]
9 Q. And how long were you at that address?
10 A. That was about five years.
11 Q. Okay. So we're probably close to about ten
12 years.
13 A. Getting there. I can give you the previous
14 address too if you'd like.
15 Q. Sure.
16 A. Sure. Here in Phoenix at [redacted]
17 [redacted] [redacted].
18 Q. And how long were you at the Mitchell Drive?
19 A. About two years.
20 Q. Thank you.
21 Do you have a home telephone number or just a
22 cell number?
23 A. The phone number I've used, which has been both
24 a home number and a cell number, for the past five years
25 is the same. So that's probably the best number.

1 Q. Okay.
2 A. It is [redacted]
3 Q. Okay. Do you have another cell number besides
4 that?
5 A. I do. It's [redacted].
6 Q. I'm going to ask you what your social security
7 number is. You're not required to provide that
8 information to me. I am required to let you know that
9 we will use it for identification or location purposes
10 only.
11 What is your social security number?
12 A. It's [redacted]
13 Q. What is your occupation?
14 A. I am a corporate executive who works with a
15 number of different corporations.
16 Q. Is it more like a -- some type of consulting?
17 A. I have served from time to time in different
18 roles, working with different business entities, and so
19 sometimes those roles have been executive officer roles.
20 Sometimes they have been board of director roles. I
21 notice that my accountant consistently writes the title
22 Corporate Executive on my personal tax returns. So when
23 someone asks me what my title is, that's the answer I
24 usually give.
25 Q. Okay. Where you are currently employed?

1 A. My primary employer is a Nevada corporation
2 called Inter123 Corporation.
3 Q. And what positions do you hold with Inter123?
4 A. I'm currently the chief executive officer and a
5 member of the board of directors.
6 Q. How long have you been with Inter123?
7 A. Since about 2006.
8 Q. And what business is Inter123 in?
9 A. Inter123 has made a number of investments for
10 its own benefit, primarily in Internet and
11 technology-related companies. From time to time it has
12 also operated Internet or technology-related companies
13 as a advocate, accelerator, or consultant to those
14 businesses.
15 Q. So if I understand correctly, Inter123 is
16 your -- essentially an investment company?
17 A. I don't think it would be an investment company
18 as that term is used under banking and securities rules.
19 However, to arrive at an informal title or description
20 of the business, we could certainly say that the
21 corporation has primarily existed to make investments in
22 other businesses.
23 Q. Is Inter1 -- what is the business address for
24 Inter123?
25 A. One moment, please.

1 Inter123's corporate business address is
2 currently [redacted]
3 [redacted], Nevada [redacted]
4 Q. And that's where its business offices are
5 located?
6 A. That is a -- a, quote, corporate headquarters
7 address that the corporation has used for the last few
8 years. That's where we receive our mail. That's where
9 we receive our bank statements.
10 We've maintained a business office here in
11 Arizona on and off throughout the years. And if you'd
12 like that address, I can give it to you too.
13 Q. Sure. Thank you.
14 A. The recent Arizona address we've used is
15 [redacted]
16 Arizona [redacted]
17 Q. Now, I think you indicated you primarily were
18 employed by Inter123. Are you employed by other
19 entities?
20 A. I am.
21 Q. And what are the names of those other entities?
22 A. Mobile Corporation -- that's M-o-b-i-l-e -- is a
23 Nevada corporation. I am currently serving as chairman
24 of the board of Mobile Corporation. In addition to that
25 role, I have been serving as a interim executive for a

1 number of other entities that are in the process of
2 winding down their business.
3 Q. Okay. What -- what business is Mobile Corp. in,
4 Mobile Corporation?
5 A. Mobile Corp. seeks to develop new technology,
6 mostly related to mobile communications and also as it
7 relates to working online -- online jobs. And this is a
8 start-up company that I have been working with for about
9 a year and a half.
10 Q. These other entities that are in the process of
11 winding up, can you give me the names?
12 A. Sure. One of those entities is a Nevada
13 company. It's called Leads Company. That's L-e-a-d-s.
14 Q. And what does Leads Company do?
15 A. Okay. Leads Company was in the business of
16 buying and selling data records. And it had
17 operations -- I hope I'm getting these dates right --
18 from 2011 to 2012, approximately. It did business for
19 about a year. And subsequent to that, it ceased to do
20 business operations. So we're in the process of winding
21 down that business.
22 Q. Any other business that you're interim executive
23 for?
24 A. I have had a number of corporate entities formed
25 over the years that, in recent months, I have been

1 taking steps to wind down. One of those entities is
2 called Infobenefit, LLC. It is a Nevada LLC that had
3 virtually no operations and absolutely no material
4 operations at any time. I just mention it to give you a
5 complete answer.
6 And there was also a Nevada corporation called
7 Sitesearch that was -- that was formed around 2007, that
8 has been the subject of a ongoing lawsuit, civil
9 litigation, that, as far as I know, has not been
10 completely winded down. Now, I am not serving in a
11 officer capacity for Sitesearch. However, it's a
12 company I had previously served in officer capacity for.
13 And so again, I mention it to give you a complete
14 answer.
15 I am not recalling any more entities at this
16 moment. However, that doesn't mean there are not any
17 more entities. I want to give you a complete answer,
18 and so if I do recall more corporate entities, either
19 through my own notes over time or through your
20 investigation or otherwise, I will be glad to discuss
21 those entities with you. I do believe I have covered
22 all material business entities I've been involved with
23 in recent history and specifically the past five years.
24 Q. Okay. What is your educational background?
25 A. I am a self-taught computer person. I did not

1 finish high school. And I studied at a few schools when
2 I was younger in California, then went direct from there
3 to work in the investment business. And so I learned
4 securities laws and investment business from having
5 worked in that industry. And then in recent years,
6 starting 2008, I enrolled in university. And so I am
7 now doing continuing adult education at my ripe old age.
8 MS. COY: Can we take a break for a second?
9 (A recess ensued from 9:14 a.m. to 9:15 a.m.)
10 MS. COY: Let's go back on the record.
11 BY MS. COY:
12 Q. Okay. Have you taken courses in investments?
13 A. To give you a complete answer, I will answer the
14 question this way. I was trained as a -- a stockbroker
15 by the investment firm of Lehman Brothers some time ago,
16 early '90s, and later received my Series 7, 63, and
17 later studied to become a General Securities
18 Principal 24 and a Financial and Operations
19 Principal 27.
20 I served in the securities industry on a trading
21 desk and worked in retail sales and investment banking.
22 So to that extent, I do have industry experience.
23 However, I never studied at a university, per se.
24 Q. Okay. So the types of classes or training
25 you've had in investments are more or less on the job or

1 seminars through your chosen profession at that time.
2 A. That's correct.
3 Q. Okay. Have you taken courses in accounting?
4 A. The accounting courses would have been related
5 to my Series 27 Financial and Operations Principal
6 training, which was quite extensive. And again, those
7 were done by virtue of having worked in the securities
8 industry. Outside of that, I have not, and again,
9 specifically have not studied accounting at a
10 university.
11 Q. Okay. We went over your different corporations.
12 Are you an officer or director of any
13 corporation that we haven't discussed currently?
14 A. I believe the -- the business entity that was
15 the subject of the subpoena, LoanGo, is a little bit of
16 a complicated corporate history. I believe there was a
17 number of corporate actions taken about a year ago as
18 they relate to LoanGo. Because I don't have a perfect
19 paper trail related to those corporate actions, I'm not
20 sure if I'm still on the board of directors of LoanGo or
21 if I was appointed to a corporate position. Therefore,
22 I would answer your question by saying it's possible I
23 am still listed as an officer or director of LoanGo.
24 I'm just not sure.
25 Q. Okay. Are -- have you ever been convicted of a

1 crime other than a minor traffic offense?
2 A. No.
3 Q. Have you ever been arrested?
4 A. No.
5 Q. Have you ever been indicted?
6 A. No.
7 Q. Have you ever been the defendant in a civil
8 lawsuit?
9 A. Yes.
10 Q. Okay. Can you tell me the circumstances of
11 being a defendant in civil lawsuit?
12 A. I previously was a corporate executive for a
13 publicly traded company, Quepasa Corporation. That
14 company traded on a number of stock exchanges, and it
15 traded a awful lot of volume. It had a lot of
16 shareholders, tens of thousands of shareholders.
17 From time to time in the course of serving as an
18 executive at Quepasa, the company was sued, and I was
19 sued, or I was named in those lawsuits. And I believe
20 there was a -- there's a few. So I would characterize
21 litigation related to Quepasa Corporation as the Quepasa
22 lawsuits.
23 Q. Okay.
24 A. Outside of the Quepasa lawsuits, I was sued
25 while I was friendly with John Ayers, who is a

1 entrepreneur here in Arizona. He and I have some
2 history. While I was friendly with John Ayers, I was
3 named as a defendant in a civil lawsuit that was filed
4 in district court in California that alleged patent
5 infringement.
6 Q. Do you recall when that was?
7 A. That was about 2011. I hope I'm giving you the
8 right dates.
9 Q. That's -- I understand if you didn't.
10 A. And that lawsuit was Essociate versus LeapLab.
11 Essociate is -- I think it's E-s-s-o-c-i-a-t-e. Versus
12 LeapLab.
13 Q. The Quepasa actions, what time frame was that --
14 were those?
15 A. Those would have been anywhere from 1999 through
16 2007. And I can't remember every lawsuit right now. I
17 would have to spend some time to identify every piece of
18 civil litigation that our group had been involved with.
19 But there were numerous civil lawsuits that were filed
20 that I responded to, and from time to time I was listed
21 as a individual defendant in addition to the company
22 being named.
23 Q. Okay. Let me ask you this. Are -- have you
24 been named the defendant in any lawsuit involving
25 LoanGo?

1 A. Not to the best of my knowledge.
2 Q. Okay. Have you ever filed bankruptcy?
3 A. No.
4 Q. Have you ever been the subject of an
5 investigation by any governmental agency?
6 A. I believe while I was registered as a
7 stockbroker -- and I'm smiling because I thought this
8 was a bit silly, and in a moment you'll understand why.
9 And I answer this way in the interest of giving you a
10 complete answer. And if someone would like to go back
11 and get the records, I'll also mention that while I was
12 registered, my registration number -- I think they call
13 it a CRD number -- was 2365060.
14 Q. 23?
15 A. 2365060.
16 Q. You're good with numbers, aren't you?
17 A. While I was a registered stockbroker, as far as
18 I can remember, I never had a customer complaint.
19 However, towards the end of my time working in that
20 business I had a roommate. His name was Jeffrey
21 Hensley. He was not happy with me, and as I moved out
22 of our apartment, he sent a report to the NASD that I
23 had stolen two of his compact disks.
24 Now, this is why I explain this, as I thought it
25 was quite silly. However, I think the NASD was required

1 to actually respond to his complaint. And I think a
2 NASD inquiry was opened. I remember receiving the
3 letter.
4 I retained a lawyer at the time, whose name I
5 can't remember, and we answered the letter by saying
6 that I swore I didn't steal the two compact disks. And
7 a few months later the NASD closed the inquiry. Now, I
8 felt that was a bit silly, but I understand there was a
9 procedure in place.
10 Other than the investigation I just mentioned,
11 to the best of my knowledge, I'm not aware of any other.
12 Q. Okay. Have you given any prior testimony in
13 connection with LoanGo?
14 A. I have not.
15 Q. Are you a registered broker/dealer?
16 A. I am not.
17 Q. Are you a registered securities salesman?
18 A. I am not.
19 Q. Are you a registered or licensed investment
20 advisor?
21 A. I am not.
22 Q. You mentioned that you were at one point a
23 registered securities salesman. Is that correct?
24 A. Correct.
25 Q. About what time frame was that? I mean, I can

1 run the CRD report, but if you remember, what time frame
2 was that?
3 A. Early '90s.
4 Q. Okay.
5 A. To late '90s. Yeah. Those records would best
6 by found through the FINRA or your system.
7 Q. Okay. Other than that, have you ever been a
8 licensed investment advisor?
9 A. I have not.
10 Q. Do you hold any state licenses other than a
11 driver's license?
12 A. I believe I'm a notary public in Arizona, if
13 that is considered a state license. Other than that, I
14 used to hold a concealed weapons permit. I don't think
15 it's active anymore.
16 Q. Okay. Do you know what time frame that was?
17 A. Gosh, maybe through -- I'm guessing now.
18 Q. You don't have to guess. That's --
19 A. Maybe through 2010.
20 Q. Okay. What is your date of birth?
21 A. [redacted]
22 Q. What's your place of birth?
23 A. [redacted], California.
24 Q. What is your marital status?
25 A. Divorced.

1 Q. How long have you been divorced?
2 A. Since November of 1999.
3 Q. Do you have any children?
4 A. No.
5 Q. Where do you hold your personal bank accounts?
6 A. Currently at Bank of America. Previously at
7 Wells Fargo.
8 Q. What's the time frames?
9 A. I had a lengthy banking relationship with Wells
10 Fargo lasting through 2012. My relationship with Bank
11 of America has been since about 2011. I also hold
12 accounts at U.S. Bank and Charles Schwab.
13 Q. Okay. Do you have any business bank accounts
14 that you're a signer on?
15 A. I do.
16 Q. Where are those held?
17 A. There is a business account for Inter123.
18 Q. What was that?
19 A. For Inter123 Corporation.
20 Q. Oh, okay.
21 A. That is held at Bank of America.
22 There is a -- you know, the business accounts
23 for Mobile Corporation, I'm not a signer on those.
24 So -- yeah. The only business account that's currently
25 active is the Inter123 account.

1 Q. Did LoanGo have any type of bank account?
2 A. It did.
3 Q. And where were those held?
4 A. It was at Bank of America.
5 Q. Were you a signer on that account?
6 A. I was.
7 Q. How many accounts were held?
8 A. I believe there was a checking and a savings
9 account.
10 Q. Who were the other signers on the LoanGo
11 account, or were there any?
12 A. There were not until such time as John Ayers
13 took over as the signer on the bank account, which I
14 believe was June of 2012.
15 Q. Who had physical custody of the bank records?
16 A. I believe all three directors had electronic
17 copies. The paper copies were sent to an office that
18 was controlled by John Ayers.
19 Q. Other than the bank -- business bank accounts
20 that we talked about, are there any other business bank
21 accounts that you're a signer on?
22 A. Currently, no. In the past, I have held bank
23 accounts for the entities that we previously discussed.
24 Q. Okay. And so those would either be at Wells
25 Fargo or Bank of America -- I'm sorry. Bank of America

1 was your business accounts.
2 A. Yes. I'm taking a moment to try to remember if
3 I've used any other banks. My primary business banking
4 relationships have been at Bank of America since 2010, I
5 would say.
6 Q. Do you hold any offshore bank accounts?
7 A. I previously held a bank account at a bank
8 called BDO in the Philippines. It held small balances.
9 This was in 2012. I think because the balances were
10 small, my personal account that I held there went
11 negative, and the account was closed. Other than that
12 bank account, I have no other international accounts.
13 Q. And when did that one close? Do you recall?
14 A. I'm not sure. Last year I contacted the manager
15 of that bank in the Philippines, and I was trying to get
16 copies of old statements just for my own accounting, and
17 he mentioned to me that the account had been closed due
18 to a negative balance. I'm not sure what month they
19 closed it.
20 Q. Okay. All right. Let's talk about LoanGo
21 Corporation. What was or is LoanGo Corporation?
22 A. LoanGo was a business concept that was invented
23 by John Ayers. John had been quite involved in the
24 payday loan industry. And he wanted to start his own
25 lender. So the business concept of LoanGo was that it

1 would be a online payday lender. John had, as I recall,
2 arrived at this concept by looking at the operations
3 of -- of another online payday lender called FloBridge.
4 But the general business concept was a online payday
5 lender.
6 Q. At what point -- explain how you know John
7 Ayers.
8 A. John Ayers contacted me through a system called
9 LinkedIn, a online business networking system, sometime
10 around 2009 or 2010. He asked me to be his mentor, that
11 he was having trouble getting his business operations to
12 the level he would like. And he asked me to be his
13 mentor. And he was doing his business out of Chandler.
14 And I was living in Phoenix, and we were a similar age.
15 He seemed like a nice guy, and so we became friends.
16 Q. At what point did Mr. Ayers approach you about
17 his concept for LoanGo?
18 A. Gosh, it would have been shortly before the
19 LoanGo business was incorporated. And so that was
20 sometime in 2011, as I recall. Maybe early 2011.
21 Q. What was your role with LoanGo?
22 A. Well, John asked me to set up the business and
23 serve as CEO. And so as the business was
24 incorporated -- and I believe the funds to incorporate
25 the business came from either myself personally or

1 Inter123 Corp. put in the first $10,000 -- I went on the
2 books as the chairman, I believe. Either just chairman
3 or chairman and CEO.
4 Q. And what was Mr. Ayers' role with LoanGo?
5 A. He said he wanted to keep his name off the books
6 for -- to avoid risk of litigation. And so he did
7 not -- he did not want to serve as chairman and CEO. I
8 believe he signed documents as a director when the
9 business was first set up.
10 Q. And we may have asked this, but when was the
11 business first set up?
12 A. I want to give you an accurate answer. What I
13 will say is that I'm sure the Utah Securities Department
14 has an exact date for you as to when LoanGo was
15 incorporated. It was a Utah corporation. But my best
16 estimation would be about May of 2011.
17 Q. Did you have -- were there other employees of
18 LoanGo Corporation?
19 A. The three people associated with LoanGo when it
20 was incorporated were myself, John Ayers, and Justin
21 Billingsley.
22 Q. And who is Justin Billingsley?
23 A. Justin is a -- or was at the time -- a friend of
24 John Ayers. I believe he was John's neighbor or lived
25 nearby him. And Justin and John had previously had some

1 business ventures together, as I understand. I did not
2 know Justin at the time. And -- I guess that's my
3 answer to that question. Sorry.
4 Q. What was Mr. Billingsley's role with LoanGo?
5 A. John had asked me to be the CEO, and he had
6 asked Justin to raise the money to start the business.
7 And so Justin, I believe, in addition to serving as a
8 director, also had some friends or business associates
9 that were personally known to him that he felt he could
10 go to and get some initial capital from on appropriate
11 terms.
12 Q. What was the plan to raise money for LoanGo
13 Corporation?
14 A. Specifically, there was a private placement of
15 promissory notes that was proposed. The private
16 placement was supposed to be $3 million. The notes were
17 supposed to have a appropriate interest rate, given all
18 the components of the business. And so I would
19 characterize the proposed offering as a $3 million
20 private placement of corporate debt securities.
21 Q. Were there offering documents drafted for the
22 private placement?
23 A. There were.
24 Q. And who drafted those documents?
25 A. A securities attorney in Denver, Colorado, named

1 Gary Agron, A-g-r-o-n.
2 Q. Do you happen to have a copy of the private
3 placement?
4 A. I think so. But I apologize. I did not have a
5 lot of time to organize my records before coming to this
6 meeting. However, it's my sincere belief that although
7 I may not have all of the documents related to LoanGo, I
8 think I will have quite a few. And if I can have the
9 courtesy of a reasonable period of time to assemble
10 those documents, I think I can deliver some to the
11 Securities Division.
12 They will be in digital format. They won't be
13 paper documents. They'll be Adobe PDF files that are --
14 I would call them left over from my relationship with
15 John Ayers, as I've probably got at least some
16 percentage, 20 percent, of the corporate documents. And
17 I believe the private placement memorandum, I will have
18 a copy of that. I remember I've got it somewhere in my
19 files. But Attorney Agron will also have a copy of
20 that.
21 Q. How much time do you need to gather the
22 documents?
23 A. I am quite busy these days, but a reasonable
24 period. Gosh, I don't know. 60 days, if that's
25 reasonable. And I will try to have them available prior

1 to that. But in terms of a specific commitment, I think
2 it won't take any longer than that.
3 Q. Okay. Well, we can talk about that through
4 Mr. Bivens. 'Cause, if possible, I'd like them a little
5 sooner. But I'll work with you on that.
6 A. Thank you.
7 Q. All right. So did you have any role in drafting
8 the perspectives or the private offering documents?
9 A. My only role was that the very first thing I did
10 when the LoanGo business was incorporated was provide
11 $10,000 of my resources. Now, I characterize those as
12 mine. But the reality is they could have come either
13 from myself personally or Inter123 Corporation. So I'll
14 have to clarify that.
15 But the very first thing I did was provide that
16 $10,000, which was used specifically to pay Attorney
17 Agron to generate a private placement memorandum. I
18 have always believed that before securities are placed,
19 the appropriate first step is to generate a private
20 placement memorandum. And so that's the first corporate
21 action -- well, aside from organizational actions, the
22 first thing I did as CEO was use my own resources to
23 generate a private placement memorandum for LoanGo.
24 Q. Did LoanGo have an Arizona address?
25 A. It did.

1 Q. Or an Arizona office?
2 A. It did.
3 Q. And where was that located?
4 A. The LoanGo office was within Mr. Ayers' office
5 in Chandler, Arizona. And I don't have that -- I'm not
6 sure of the exact address, but I can tell you more or
7 less where it was. It was right next to the -- I think
8 it's the San Marcos Hotel in downtown Chandler.
9 And again, as I can have a short time to pull
10 together your request for information, I'll get you an
11 exact address that Mr. Ayers used. But Mr. Ayers was
12 renting office space at the time. And he decided to put
13 LoanGo's office inside of that office space.
14 Q. Okay. Who ran the day-to-day operations of
15 LoanGo Corporation?
16 A. Mr. Ayers.
17 Q. Okay. And so what would you do on a day-to-day
18 basis for LoanGo, if anything?
19 A. As requested by Mr. Ayers, I would wait for his
20 instructions. And when he would instruct me to do so, I
21 would take a corporate action.
22 Q. Did Mr. Ayers have any role in drafting of the
23 private placement memorandum, to your knowledge?
24 A. I don't know.
25 Q. What about Mr. Billingsley?

1 A. I don't know the answer to that either.
2 Q. Were you present at the office on a regular
3 basis or once a week or never? When were you at the
4 LoanGo offices?
5 A. I may have seen Mr. Ayers at the office once a
6 week for a few hours.
7 Q. Did Mr. Billingsley have an office there?
8 A. I don't know.
9 Q. Did you have much interaction with
10 Mr. Billingsley?
11 A. No.
12 Q. Do you know what Mr. Billingsley's background
13 is?
14 A. Mr. Billingsley told me that he was a annuity
15 and CD, certificate of deposit, salesman.
16 Q. Do you know if he was registered as a securities
17 salesman?
18 A. I do not know the answer to that.
19 Q. Would that cause you concern if he's out raising
20 money on behalf of LoanGo?
21 A. To the extent Mr. Billingsley had relied on the
22 appropriate exemptions to registration and specifically
23 to the extent Mr. Billingsley had represented to me that
24 his investors -- and he did characterize them as his
25 investors -- were existing relationships of his and they

1 were sophisticated folks and the notes that were sold
2 were a handful, I was comfortable that he was telling me
3 the truth.
4 Q. Do you know if LoanGo ever filed any type of
5 paperwork with the Securities and Exchange Commission or
6 the Arizona Corporation Commission?
7 A. Because the responsibility for conducting the
8 securities offering had been left in the hands of
9 Mr. Billingsley and Mr. Agron, I don't know the answer
10 to your question.
11 Q. When -- do you know -- I think you've alluded to
12 it in your testimony, but do you know when LoanGo began
13 issuing promissory notes?
14 A. I believe there were a handful of notes that
15 were placed with investors. And the time period in
16 which those notes were placed, to the best of my
17 recollection, was July through December of 2011. And
18 those are not exact dates.
19 Q. What was the intent of the funds that were being
20 raised from the sale of the promissory notes? What was
21 going to be the use of the funds?
22 A. LoanGo was starting a new business. And so the
23 private placement memorandum that was generated
24 correctly listed under the use of proceeds that a
25 hundred thousand dollars of the proceeds from the notes

1 were to be allocated for start-up operations, and the
2 balance were to be used for funding payday loans. And
3 so it was my intent, and I believe the history will
4 show, that the corporation did use the proceeds in that
5 way.
6 Q. Did you receive any compensation from LoanGo?
7 A. No.
8 Q. Did Mr. Billingsley receive any compensation for
9 selling the notes?
10 A. I don't know. I don't think so.
11 Q. And do you know if Mr. Ayers was to receive any
12 compensation?
13 A. There was no agreement that Mr. Ayers was
14 supposed to receive compensation. I believe the
15 corporate history of LoanGo will show that Mr. Ayers at
16 some point did benefit from some of those proceeds.
17 Q. You were the signer on the bank account, but you
18 mentioned all -- Mr. Billingsley and Mr. Ayers also had
19 Internet access to the account. Were they able to
20 transfer funds or move money on behalf of LoanGo?
21 A. I don't remember.
22 Q. Okay.
23 MS. COY: You know what? Before we go into the
24 documents, let's take a break, and then we'll come back.
25 MR. BIVENS: Okay.

1 (A recess ensued from 9:49 a.m. to 9:57 a.m.)
2 MS. COY: Let's go back on.
3 BY MS. COY:
4 Q. Can I move your water?
5 A. Yeah. Yeah. Yeah. Sure.
6 Q. I'm going to hand you what's been marked as
7 Exhibit 1. I guess Don probably wants to see it first.
8 Can you identify Exhibit 1?
9 A. Sure. How would you like me to identify it?
10 Q. What is it?
11 A. Oh, okay. Exhibit 1 is a document that says
12 LoanGo Executive Summary on the first page.
13 Q. Have you seen this document before?
14 A. I have not.
15 Q. You have not?
16 A. No.
17 Q. Okay. Okay. On the second or third page,
18 it's -- at the bottom there's Bates numbers, or there's
19 numbers at the bottom that start out ACC. If you turn
20 to ACC000408, third paragraph down, it starts out,
21 "Third," talks about you.
22 Do you see where that is? I assume that's you.
23 A. Just a moment. I'm reading the paragraph.
24 Okay. Yes. I -- I see the paragraph.
25 Q. Does this appear accurate to you?

1 A. No.
2 Q. Okay. What's wrong with the paragraph, or
3 what's inaccurate?
4 A. Well, the paragraph says LoanGo uses
5 underwriting software created for LoanGo by Jeffrey
6 Peterson. I've never created software that does this.
7 And as I recall, the software that Mr. Ayers did use --
8 because there was a point where Mr. Ayers did start
9 the -- or tried to start the payday lending business --
10 the software was either licensed or bought from a
11 commercial vender.
12 Q. So you're not familiar with this paragraph at
13 all?
14 A. The -- paragraph 3?
15 Q. Yes, paragraph 3.
16 A. Yeah. I've never seen this document.
17 Q. Okay. And if you go to the last page, it -- it
18 does mention that you're chairman and CEO of Inter123
19 Corporation.
20 A. Where's that?
21 Q. It's kind of the --
22 A. Oh, the end of the first paragraph.
23 Q. Correct.
24 A. Yes. I see that.
25 Q. Okay. It mentions in the next paragraph down,

1 it talks about Justin Billingsley.
2 Do you know what Compass Financial is? It's in
3 the middle of the paragraph.
4 A. I do not.
5 Q. At the very bottom under investor profile, it
6 talks about the offering being handled by Gilford
7 Securities.
8 A. I see that.
9 Q. Do you know anything about Gilford Securities?
10 A. I do.
11 Q. What is Gilford Securities?
12 A. Based on the history with LoanGo, Gilford
13 Securities had been in discussions with LoanGo about
14 conducting a offering of securities. As I recall,
15 Gilford had started due diligence, and there were
16 negotiations between Mr. Billingsley and Gilford. And
17 Mr. Billingsley and I visited Gilford's offices in New
18 York to discuss a potential offering of securities.
19 However, Gilford did not place any of their
20 clients into LoanGo securities. And those discussions
21 were terminated, as I recall -- again, this is a best
22 guess on the date -- maybe about April or May of 2012.
23 Q. Do you know who at Gilford you spoke with?
24 A. It was the -- I spoke with the person who ran
25 investment banking at the time. I cannot recall his

1 name off the top of my head, but maybe we'll find that
2 in the documents.
3 Q. Okay. And if you think about it outside, please
4 let Mr. Bivens know.
5 Okay. But you have never seen what's
6 represented as Exhibit 1, correct?
7 A. Correct.
8 MR. CLAPPER: Wendy, before we go away from
9 Exhibit 1.
10 I know you haven't seen that. Who else with
11 LoanGo, either Mr. Billingsley or Mr. Ayers or an
12 outside group, put paperwork such as this together? Who
13 would have been responsible?
14 THE WITNESS: That's a good question.
15 MR. CLAPPER: If you know.
16 THE WITNESS: I don't know. If I -- I can
17 speculate, but there's no point. So my answer is I
18 don't know.
19 MR. CLAPPER: Okay. Was there any structure
20 between the three of you to say if a document like this
21 is created, it needs to be passed around between all of
22 you to approve before it goes out?
23 THE WITNESS: I want to give you a complete
24 answer, so I'm going to answer this way. It was the
25 understanding between myself, and at the time Mr. Ayers

1 and Mr. Billingsley, that Justin had a small group of
2 business contacts that he was going to place the initial
3 securities with. And to the extent that was my
4 understanding, I felt comfortable that Mr. Billingsley
5 was not doing anything unreasonable. And therefore, we
6 had not put in place a policy, per se, about documents
7 or use of documents.
8 If there would have been a offering, such as a
9 traditional private placement that was done through
10 Gilford the way we had been anticipating, then of course
11 we would have put in place those kinds of policies. I
12 believe there were about, if I recall correctly, five
13 investors. And so to me, that seemed like a very small
14 number of subscribers to the notes. And so to the best
15 of my knowledge, those were previously known contacts of
16 Justin. And no, there was no policy such as what you
17 mention.
18 MR. CLAPPER: Okay.
19 MS. COY: Okay. If I can get Number 1 back.
20 Thank you.
21 BY MS. COY:
22 Q. Okay. I'm going to hand you -- whoops. I'll
23 hand it through your attorney. Here is Exhibit 4. If
24 you can look at Exhibit 4.
25 Do you recognize Exhibit 4?

1 A. Yes.
2 Q. Okay. What is Exhibit 4?
3 A. Exhibit 4 is a promissory note.
4 Q. Okay. And it's for LoanGo Corporation?
5 A. Yes.
6 Q. And it's dated March 1st, 2012?
7 A. Yes.
8 Q. It indicates it's an 18 percent one-year
9 promissory note, correct?
10 A. Correct.
11 Q. Is that your understanding of what the
12 promissory notes -- the time frame of the promissory
13 notes were?
14 A. Yes.
15 Q. Do you know who John Jordon is?
16 A. I do not.
17 Q. Okay. And it looks like the promissory note is
18 for $90,000.
19 A. Correct.
20 Q. And if you read in the first paragraph, it
21 indicates that it looks like they would start making
22 interest-only payments on a monthly basis.
23 Do you know if that was ever done?
24 A. It was my understanding that the interaction
25 with investors was going to be handled by

1 Mr. Billingsley. And Mr. Ayers was operating the
2 business. So that part of the business operations, I'm
3 not familiar with.
4 Q. Okay. If you turn to the second page, is that
5 your signature?
6 A. Yes.
7 Q. So you were signing the promissory notes,
8 correct?
9 A. Mr. Ayers asked me to sign the note.
10 Q. By signing the note, did you make any inquiries
11 into who these people were?
12 A. Yes.
13 Q. And did you discuss or do you recall discussing
14 Mr. Jordon?
15 A. I do.
16 Q. And what do you know about Mr. Jordon?
17 A. Mr. Billingsley told me it was a business
18 associate of his that was previously known to him who
19 was a high-net-worth individual that had a good
20 understanding of what our business was going to be as
21 proposed with LoanGo.
22 Q. Did you ever have any conversations with
23 Mr. Jordon?
24 A. I did not.
25 Q. I'm going to hand you what's been marked as

1 Exhibit 5 and 6. Looking initially at Exhibit 5 -- take
2 your time if you need to.
3 A. Okay.
4 Q. Have you seen a document such as the one
5 represented by Exhibit 5 -- I think that's 5. Isn't it?
6 A. Have I seen a document such as this one?
7 Q. Yes. When you were with LoanGo, were you -- are
8 you familiar with this document?
9 A. I don't recognize it now, but more specifically,
10 I don't remember it. But it appears as though I signed
11 it at the time.
12 Q. Okay. And this Exhibit 5 is a subscription
13 agreement, correct?
14 A. The document is titled "Subscription Agreement."
15 Q. Okay. And does it have a name of a subscriber
16 on it? It's at the top of the first page.
17 A. At the top of the first page there is a
18 handwritten name, Richard G-o-b-l-e.
19 Q. Okay. Do you know who Mr. Goble is?
20 A. I do not.
21 Q. If that's the correct way to say it.
22 Were you familiar that Mr. Goble signed a
23 subscription agreement with LoanGo?
24 A. Again, I don't remember now. As I review the
25 document, it appears to have a signature and handwritten

1 information.
2 Q. Okay. You're looking at Bates Number ACC000491?
3 A. Mine is 484.
4 Q. Okay. Keep going back to 491.
5 A. Sorry.
6 Q. Is that your signature?
7 A. On Bates number 491, bottom of the page, is my
8 signature.
9 Q. Okay. And if you look at 492, the next page, is
10 that also your signature?
11 A. Yes, 492 is my signature.
12 Q. So you signed subscription agreements for the
13 promissory notes, correct?
14 A. Acting in my capacity as chairman of the board.
15 Q. Prior to signing the subscription agreement, did
16 you inquire of any information related to Mr. Goble?
17 A. Yes.
18 Q. And what type of information did you inquire
19 about?
20 A. I asked Mr. Billingsley who these investors
21 were. And when I say "these," I'm referring to the
22 folks who subscribed to the promissory notes. And
23 again, Mr. Billingsley represented that these were
24 business associates of his.
25 Q. Okay. If you look at the bottom of the first

1 page of Exhibit 5, paragraph 3(b), it talks about
2 they're -- the offering and sale of notes is intended to
3 be exempt from the Securities Act of 1933. Talks about
4 Reg D.
5 Does that help in any way to know if anything
6 was filed with the SEC, or the Securities and Exchange
7 Commission?
8 A. I just don't remember what filings were made.
9 Q. Or -- if any?
10 A. Correct. However, it's my belief, again, that
11 this portion of the business had been -- that is, the --
12 the corporate finance portion of the business had been
13 conducted by Mr. Billingsley. And so he would be a good
14 one to ask.
15 Q. Okay. If you look at Exhibit 6 -- here. I can
16 take 5, unless you need it.
17 What is this document?
18 A. Exhibit 6 appears to be a promissory note.
19 Q. Okay. It's undated, correct?
20 A. You're referring to Bates number 496?
21 Q. Correct.
22 A. Correct. There is a place for a date on the
23 right side towards the top of the page that is
24 ostensibly blank.
25 Q. Okay. And it looks like Mr. Goble may have

1 invested $25,000.
2 A. The number that he's written there is 25,000,
3 correct.
4 Q. And that's your signature on the second page?
5 A. Correct.
6 Q. Do you recall money going into the LoanGo bank
7 account in the amount of $25,000 for Mr. Goble or from
8 Mr. Goble?
9 A. I -- I don't recall this specific transaction.
10 We will need to review bank records to reconcile it.
11 Q. Okay. I'm going to hand Mr. Bivens Exhibit 7
12 and 8. If you -- you can keep looking if you want.
13 A. Okay.
14 Q. Okay. Exhibit 7 and -- 7 is another
15 subscription agreement for LoanGo, correct?
16 A. The title that is on the first page of Exhibit 7
17 is "Subscription Agreement."
18 Q. Okay. And the name of the subscriber is Robin
19 Erickson; is that correct?
20 A. That's the name that's written on the first
21 page.
22 Q. Do you know who that person is?
23 A. I do not.
24 Q. Okay. And if you look back on Bates
25 Number ACC00050 -- it -- it's a few pages back in

1 your -- in Exhibit 7. Is that your signature? 56 --
2 506. I'm sorry. I'm sorry --
3 A. There's no signature on 506.
4 Q. Okay. But there's a signature block there,
5 correct, that would be -- with your name?
6 A. On Bates Number 506, towards the bottom of the
7 page on the right-hand side, there is a signature block
8 that is apparently blank.
9 Q. With your name.
10 A. My name is there in some type of typeface, but
11 there is no signature.
12 Q. Correct. Okay. And if you look at the page
13 before, is that your signature?
14 A. You're referring to Bates Number 505.
15 Q. Correct.
16 A. Yes, that's my signature.
17 Q. Okay. And you recall signing subscription
18 agreements for LoanGo.
19 A. I do.
20 Q. Okay. But you don't recall specifically Ms. --
21 or Mr. Erickson?
22 A. I do not.
23 Q. Okay. Now, looking -- it appears that Robin
24 Erickson had a subscription amount of $30,000, correct?
25 That's what the document says?

1 A. You're referring to Bates Number 498.
2 Q. Correct. Exhibit 7.
3 A. Exhibit 7. The amount written at the top of
4 that page is 30,000, correct.
5 Q. Do you recall the company receiving 30,000 from
6 Robin Erickson?
7 A. I do not recall. We can, however, check the
8 bank statements to reconcile that question.
9 Q. If you look at Exhibit 8 -- which is the
10 promissory note, correct?
11 A. Yes. Uh-huh.
12 Q. Okay. And the promissory note indicates it's a
13 one-year promissory note, and it's got a dollar amount
14 written in of 30,000, correct?
15 A. Exhibit 8, Bates number 510, the amount on the
16 page is $30,000.
17 Q. But it doesn't have an individual's name listed,
18 correct?
19 A. That's correct.
20 Q. And it doesn't have a date listed, correct?
21 A. That's correct.
22 Q. And the second page, is that your signature?
23 A. Bates number 511 appears to be my signature.
24 However, I'm starting to wonder if my signature may have
25 been photocopied or affixed to other documents without

1 my permission.
2 Q. And why would you say that?
3 A. As a general rule, I don't sign incomplete
4 contracts.
5 Q. Did -- was it the practice of LoanGo to sign
6 blank promissory notes and fill them in later?
7 A. It would never be my business practice. I
8 cannot speak to the business practice of Mr. Ayers. And
9 I'm currently involved in extensive civil litigation
10 with him that raises quite a few questions about his
11 business practices.
12 Q. To clarify, if this is truly your signature
13 represented in Exhibit 8, it's your testimony you would
14 have signed -- you would have made sure it was a
15 complete document versus a blank document.
16 A. With all due respect and with emphasis on the
17 word "respect," in my history as a securities salesman
18 and as a corporate executive, I have placed well over a
19 quarter billion dollars of securities, maybe close to --
20 well, we'll use that number. In that time I have signed
21 quite a few subscription documents.
22 It is a true statement that I've never been
23 penalized by the Securities Exchange Commission or any
24 state securities department. I have been quite careful
25 and will always be quite careful about my dealings with

1 investors. And I would never sign an incomplete
2 subscription document.
3 Q. If I can have those back. And I will give you 9
4 and 10.
5 Okay. You've got in front of you Exhibit 9,
6 which is labeled "Subscription Agreement," correct?
7 A. Correct.
8 Q. And the name of the subscriber listed is
9 Patricia Rowley. Are you familiar with Patricia Rowley?
10 A. I am not.
11 Q. And it appears, at least on the document, that
12 the subscription amount was $45,000. Is that correct?
13 A. Correct.
14 Q. And if you go back to Bates number ACC000521 of
15 Exhibit 9, there's a signature there. Is that your
16 signature?
17 A. It appears to be my signature. However, I'm --
18 I'm wondering if myself and my legal counsel, as this
19 interview goes on, should start questioning all these
20 signatures.
21 I'll say this. The signature is my signature.
22 I don't remember this investor. But the signature that
23 appears on Bates number 521 does appear to be my
24 signature.
25 Q. And I guess if you look at the prior exhibits,

1 the subscription agreements, on the signature page where
2 you sign as chairman, it appears that most of them are
3 dated December 9th of 2011. And if we can pull that.
4 MR. BIVENS: Are you speaking of Exhibit 7,
5 page 505?
6 MS. COY: Yes.
7 BY MS. COY:
8 Q. Is that dated December 11th also?
9 A. Correct.
10 Q. And if you go to -- let's see --
11 Exhibit Number 5 --
12 MR. BIVENS: Wait. Wait a minute. It's not
13 December 11. It's December 9 of 2011.
14 MS. COY: Thank you. Transposed my numbers.
15 BY MS. COY:
16 Q. And I'm giving you Exhibit 5, Bates Number 492.
17 That is also December 9 of 2011.
18 Does that date have a significance for you?
19 A. I just don't remember.
20 MS. COY: Are there any other subscription
21 agreements over there? No? Okay.
22 BY MS. COY:
23 Q. Now, in your recollection, would this be a day
24 that maybe you went into the office to do paperwork, or
25 would these have been sent to you at one of your

1 locations? Do you know how you handled signing
2 documents for LoanGo?
3 A. I do remember that Mr. Billingsley was the one
4 that was coordinating the investor activity. And I
5 believe he would have had custody of the documents and
6 presented the documents to me for a signature.
7 Q. Earlier you testified that you would go into the
8 office maybe once a week. Is it possible the documents
9 were held and Mr. Billingsley, based on your testimony,
10 would hand them to you to review and sign or just sign?
11 A. I don't remember.
12 Q. Okay. As far as I can tell -- and you can go
13 through the subscription agreements yourself -- I don't
14 see any other date on the subscription agreement
15 exhibits.
16 MR. BIVENS: Are there more than two?
17 MS. COY: I think there's three. Or four.
18 He's -- no. There's three so far.
19 THE WITNESS: These three documents -- wait a
20 minute. If you look at Bates number 521 and 505, my
21 handwriting looks virtually identical.
22 BY MS. COY:
23 Q. Which one's 505 and --
24 A. 505 is...
25 Q. Which exhibit?

1 A. Exhibit 7.
2 Q. Okay. And what Bates number are you looking at?
3 MR. CLAPPER: I think 521.
4 BY MS. COY:
5 Q. There it is. Okay.
6 A. Exhibit 5 and Exhibit 9, Bates number 521. I
7 don't know what may have been done with these documents.
8 I will say, in general, I remember signing subscription
9 documents.
10 Q. Would you have written the date in on those --
11 on, say, 505 and 521 and 491? Is the date your
12 handwriting?
13 A. Well, the writing itself is my handwriting.
14 However, currently, as I mentioned, I have a extensive
15 piece of civil litigation that alleges a number of
16 corporate improprieties against Mr. Ayers. And I would
17 question the authenticity of any document delivered to
18 you by Mr. Ayers.
19 Q. Let me ask you this. Did you keep copies of the
20 subscription agreements in the records that you're going
21 to produce to us in the future?
22 A. I will give you everything I have. I -- I just
23 don't know what it is yet. But as I recall, I do have
24 certain documents in digital format. And to the extent
25 there may be subscription documents, that may be helpful

1 for your discovery.
2 Q. Let me ask you this. When you sign a document,
3 say such as the subscription agreement, would you
4 automatically scan it in so you would have an electronic
5 copy of it?
6 A. Well, I do my best to keep corporate records.
7 In the case of LoanGo, it was such a -- I guess I would
8 say limited offering that had just been starting, and
9 things had happened quite fast. I did not go out of my
10 way to keep copies of everything. I was under the
11 impression that this business was going to exist for a
12 long time.
13 And so I did keep some documents, and we'll find
14 out what those are as we move forward with our -- our
15 organization of documents. But we'll just have to see
16 what I have.
17 Q. Okay. If you can turn to Exhibit 10, which is
18 the -- the one-year promissory note, or what appears to
19 be, for Patricia Ann Rowley.
20 Do you have that in front of you?
21 A. I do.
22 Q. Okay. And again, the date is blank on this
23 document, correct?
24 A. This document appears to be a printed
25 reproduction of a digital document. And so this

1 Exhibit 10, Bates number 526, appears to be a page 1 of
2 a two-page document. On this Bates number 526, there's
3 no date.
4 Q. Okay. And the second page, Bates 527, is that
5 your signature, or appear to be your signature?
6 A. On the second page, Bates number 527, appears to
7 be my signature.
8 Q. Did anyone else at LoanGo sign the promissory
9 notes or subscription agreements, to your knowledge?
10 A. The promissory notes at LoanGo that I recall
11 were a limited amount, maybe five or so. As far as I
12 know, I signed those documents in my corporate capacity.
13 If there were other securities that were placed, I'm
14 unaware of any other securities other than this limited
15 subscription to -- I will characterize it as about five
16 promissory notes.
17 Q. Do you know about how much money those
18 approximately five promissory notes added up to?
19 A. As I recall, it was something like 300,000 or
20 less --
21 Q. Okay.
22 A. -- dollars.
23 Q. I'm going to hand you Exhibit 11 and 12.
24 Okay. Exhibit 11, can you tell me what that
25 appears to be?

1 MR. BIVENS: They're not stamped. I'm sorry.
2 Or I didn't see it.
3 THE WITNESS: Oh. Oh, Exhibit 11.
4 MS. COY: Whoops. We missed one. So...
5 THE WITNESS: Exhibit 11 appears to be a --
6 MR. BIVENS: This one's not marked.
7 MS. COY: Yeah.
8 THE WITNESS: -- $50,000 promissory note.
9 MS. COY: Let's go off, and we'll have her fix
10 it.
11 BY MS. COY:
12 Q. So right now we're looking at 11 -- whoops.
13 Here's 12 back. Wait. Yeah. 12 back. So if you look
14 at 11 and 12, one appears to be a -- 11 appears to be a
15 reproduction, possibly, of 12.
16 Would you agree with that? Except the name's
17 filled in.
18 A. Only having a few seconds to look at each one,
19 the first impression is they do have some similarities.
20 Q. Okay. Let's take 11 first. 11 is a promissory
21 note for $50,000, or appears to be a promissory note for
22 $50,000 for LoanGo Corporation.
23 And then it looks like a different pen or pencil
24 wrote in December 9th, 2011, correct? If you want to
25 describe it, that's fine. You can go ahead and describe

1 it.
2 A. I can't speculate as to what has been written
3 and how. But I will answer your question this way.
4 Exhibits 11 and 12 do appear to have some things in
5 common. And I am no expert on signatures, but at first
6 glance it appears to be the identical signature on both.
7 Q. And that's your signature, or appears to be your
8 signature?
9 A. Well, that's the way I sign my name. And if
10 this was shown to me in a different context, I would --
11 I would acknowledge it as my signature. I'm --
12 apologize if I'm getting a bit defensive as I see more
13 of these.
14 MR. CLAPPER: Let me ask one thing. There's
15 been a lot of questions about signatures. Was there
16 ever a signature stamp with your signature kept with
17 Mr. Ayers or Mr. Billingsley?
18 THE WITNESS: I would never give someone a
19 signature stamp. No.
20 BY MS. COY:
21 Q. You don't use one and didn't use one with
22 respect to LoanGo?
23 A. No.
24 MR. CLAPPER: Did you ever get a phone call from
25 Mr. Ayers or Mr. Billingsley asking you if they could

1 sign your name to any documents?
2 THE WITNESS: No.
3 BY MS. COY:
4 Q. Well, looking at 12, it appears to have been a
5 blank -- except for the dollar amount -- blank
6 promissory note that has something that appears to be
7 your signature on it. Would that be correct?
8 A. It appears that way.
9 Q. And if you look at 11, I believe it's obvious
10 it's a different pen that filled in the date and the
11 person and an address versus the dollar amount. Does
12 that appear to be a different pen to you?
13 A. As to Exhibit 11, Bates number 440, the
14 handwriting that is on the first page of this apparently
15 two-page document is not my handwriting.
16 Q. Okay. Do you know who Donald Smeltzer is?
17 A. I do not.
18 Q. Do you recognize that name as being a promissory
19 note holder for LoanGo?
20 A. I do not remember any of these promissory note
21 holder names.
22 Q. Okay. If you go to Exhibit 15, can you identify
23 what this document is?
24 A. Exhibit 15 is titled "Subscription Agreement."
25 Q. And it -- the name of the subscriber is what?

1 A. Donald -- I'll spell the last name --
2 S-m-e-l-t-z-e-r.
3 Q. And the subscription amount is 50,000?
4 A. Correct.
5 Q. But this appears to be a similar subscription
6 agreement to those we've spoken about, correct?
7 A. Correct.
8 Q. And if you look at Bates Number ACC 536, does
9 that appear to be your signature?
10 A. It does.
11 Q. And again, it indicates December 9th, 2011,
12 correct?
13 A. That is the date that appears on the page.
14 Q. Okay. Going back, I think you now have
15 approximately five or maybe -- is it four promissory
16 notes? Five promissory notes. And four -- there should
17 be five promissory notes not counting number 11. And I
18 think there's four subscription agreements, 'cause one
19 of them didn't have a subscription agreement.
20 A. To the extent there was a note that was placed
21 with a investor by Mr. Billingsley, I would have
22 requested that he have full documentation for each note.
23 So if -- if those records are not here today, I would
24 suggest that that doesn't mean that they never existed.
25 We may need to find them through -- hopefully someone

1 has the records.
2 Q. Okay. The only name you seem to recognize was
3 Mr. Jordon; is that correct?
4 A. His name did sound familiar to me.
5 Q. Okay. But the rest of the names on the
6 promissory notes did not -- or the subscription
7 agreements did not, correct?
8 A. Correct.
9 Q. Okay. I can tell you those add up to
10 approximately $240 -- I'm sorry -- $240,000 of the
11 subscription agreements and promissory notes that were
12 provided to you.
13 Does that sound like the full extent of the
14 promissory notes that were issued by LoanGo, or do you
15 think it's closer to the 300,000 that you mentioned?
16 A. You know, my memory is not great as it relates
17 to LoanGo, in general. I want to give you a full answer
18 on all of these questions. And in all honesty, the
19 number I remember is about -- as I came over here, I
20 told my attorney I thought it was about 300,000 or less.
21 And if the correct number is 240,000, that would match
22 my general recollection.
23 Q. Okay. But you can't tell, looking at the
24 documents that we've marked in front of you, the
25 promissory notes and the subscription agreements, if

1 that is a complete documentation of all the promissory
2 note investors in LoanGo.
3 A. Well, in general, the number of investors, which
4 I think you just mentioned as five, and my recollection,
5 which I think I mentioned was about five, sounds
6 correct.
7 Q. Okay. I'm just trying to figure out if we're
8 missing any potential investors here.
9 A. Yeah. I do not -- to the best of my knowledge,
10 there is nothing in terms of financing for the
11 corporation that was done materially different than --
12 in terms of size and scope than what has been discussed
13 today.
14 Q. Okay. Let me ask you this. And I know you
15 mentioned that you thought the time frame for the
16 investment was, I think you said July of 2011 to
17 December of 2011. Is that the time range that you
18 thought money was being raised for LoanGo?
19 A. Again, the money raising, if that's what we're
20 going to call that part of the process, was done by
21 Mr. Billingsley, to the best of my knowledge. And no
22 one else. And my memory is that Mr. Billingsley started
23 that process in about July of 2011. I don't remember
24 much activity in 2012. I think one of the documents you
25 just showed me had a 2012 date on it.

1 So the start of the process was probably
2 July 2011. I'm certain, as far as my involvement with
3 LoanGo or any signatures or alleged signatures that we
4 would find on a promissory note document, would not have
5 occurred, in any event, subsequent to April or -- April
6 of 2012.
7 Q. The funds were -- funds were raised by selling
8 promissory notes. And then based on your knowledge,
9 what happened, say, after December of 2011 with LoanGo?
10 Can you walk me through kind of the timeline with
11 LoanGo?
12 A. Yeah. LoanGo was a start-up company. It was
13 supposed to be a online payday lender. We had applied
14 for a license to make payday loans.
15 I say "we." It was myself, Justin Billingsley,
16 and John Ayers. We actually went over to the local law
17 enforcement office there in Chandler to have
18 fingerprints taken to send to, I believe it was the
19 State of Utah for a consumer lending permit or license
20 or whatever they call that document. And I think there
21 was a background check that was done by the FBI, which
22 is a normal part, as I understand it, of getting a
23 license to do payday lending.
24 I remember that I think all three -- myself,
25 Billingsley, and Ayers -- were cleared to get that

1 license. As we were getting the proper permits to make
2 consumer loans and organizing the business and, in my
3 mind, conducting a very limited placement of notes with
4 investors that were known to Mr. Billingsley, Mr. Ayers
5 and I were taking steps to start business operations or
6 put together the infrastructure that would allow us to
7 have business operations.
8 And at some point, as I mentioned, Mr. Ayers did
9 start making loans using the software that he had
10 licensed or bought. I remember there was a point in
11 2012, I think it was, where Mr. Ayers told me that he
12 was actually issuing X number of loans per day. And
13 these were small consumer loans, maybe 300 or $500 to
14 folks that had filled out a loan application form
15 online. And so LoanGo, at some point, actually did
16 initiate operations.
17 I think there can be some discussion about which
18 of the three executives or participants in the LoanGo
19 business did what. And clearly the business never
20 became viable. It was a -- not a successful business.
21 But at some point, it did start limited operations.
22 Q. At what point did you part company with LoanGo?
23 A. In April of 2012, I became aware that Mr. Ayers
24 was involved in some bad business practices. And so I
25 wrote him a letter, which is actually attached as a

1 exhibit to the civil complaint that my attorney
2 Mr. Bivens filed in Superior Court here in Phoenix.
3 I wrote a detailed letter that told Mr. Ayers I
4 had discovered his bad business practices. I suggested
5 that he immediately change his business practices and
6 told him that subsequently I was resigning from all
7 involvement due to our disagreements.
8 A few days later Mr. Ayers filed, through the
9 Securities Exchange Commission EDGAR system, a Form 8-K
10 that incorrectly stated I had resigned from my corporate
11 positions with his company LeapLab with no
12 disagreements. That, to me, was a patent, blatant lie,
13 based on the letter I had sent him a few days earlier.
14 Anyway, subsequent to April of 2012, we had
15 severed all ties.
16 Q. I'm going to hand you what's been marked as
17 Exhibit 2.
18 A. Okay.
19 Q. Do you recall receiving Exhibit 2, or have you
20 seen Exhibit 2 before?
21 A. Yes.
22 Q. Okay. Did you actually receive Exhibit 2?
23 A. Yes.
24 Q. And this -- what's the date of Exhibit 2?
25 A. October 30 of 2012.

1 Q. But you indicated just -- in earlier testimony
2 that you parted with LoanGo in April of 2012, correct?
3 A. I severed my relationship with Mr. Ayers.
4 Q. What about with LoanGo?
5 A. I did not conduct any business or have anything
6 to do with LoanGo subsequent to that -- that period.
7 I'll call it a separation period. And there may have
8 been some winding down of my involvement. I don't
9 remember everything I did. But clearly by this date, by
10 October 30, I had nothing to do with the operations of
11 LoanGo.
12 Q. Okay. It lists -- this letter, to summarize,
13 essentially questions some of the transactions,
14 bookkeeping and banking functions.
15 Did you respond to this letter?
16 A. I did not.
17 Q. And after receiving this letter, what did you
18 do?
19 A. I spoke with legal counsel. I will point out
20 that the civil lawsuit I filed against Mr. Ayers
21 describes that in the time period subsequent to our
22 separation on the LoanGo business, Mr. Ayers had
23 threatened me through a third party, who is also a part
24 of the civil litigation, that if I did not wire to him
25 $250,000, he was going to find a way to have me

1 criminally prosecuted for embezzlement.
2 At the time, he told us that -- he told me and
3 the third party, Mr. Ayers, that he was driving to the
4 DA's office -- we don't know which DA's office -- and
5 there was still time to send him the 250,000, but if we
6 didn't send it, he would file a report alleging
7 embezzlement.
8 Q. Do you know if a police report was ever filed?
9 A. I do not.
10 Q. Why $250,000?
11 A. I don't know. It must have been a -- the amount
12 that Mr. Ayers felt as though I needed to pay him.
13 Q. What is -- on Exhibit 2 it talks about
14 Infobenefit Corporation. Do you know what that
15 corporation is?
16 A. Yes. There's a corporation in the Philippines
17 that was incorporated by Filipino citizens that
18 Mr. Ayers and I were friendly with that conducted
19 business operations for my company Leads Company,
20 Mr. Ayers' company LeapLab, and was starting to conduct
21 operations for LoanGo as well. It's what you call a
22 BPO, a back office processer. And we had outsourced
23 most of our operations over to that -- that group of
24 workers in the Philippines.
25 Q. So all the payments that were going to

1 Infobenefit were for the benefit of LoanGo?
2 A. That's correct.
3 Q. And the $10,000 you mentioned in earlier
4 testimony you paid for the securities private placement
5 offering document to Mr. Argon -- or Agron.
6 A. Correct.
7 Q. And if you go to the second page of this letter,
8 it talks about Mr. Agron and that he has no record of
9 being paid.
10 Have you discussed this with Mr. Agron?
11 A. I have.
12 Q. And what was Mr. Agron's -- without divulging
13 attorney/client privilege, what was Mr. Agron's
14 response?
15 A. There are clear records that Mr. Agron was paid
16 $10,000. For some reason, Mr. Ayers has been so
17 insistent about getting me in trouble that although
18 we've actually even shown him the receipt in his face,
19 he keeps making this argument that I incorrectly
20 received $10,000.
21 Q. Okay.
22 A. But there is a very clear paper trail that
23 Mr. Agron was indeed paid. And what's more, the 10,000
24 that he alleges that I stole was used for the purpose of
25 creating correct documentation with investors.

1 Q. Okay. I'm going to hand you what's been marked
2 as Exhibit 3. Can you look at -- identify Exhibit 3 for
3 me?
4 A. Exhibit 3 is titled Board of Directors Meeting,
5 LoanGo Corporation.
6 Q. And what's the date?
7 A. November 8th of 2012.
8 Q. Have you seen this document before?
9 A. I have not.
10 Q. It indicates that a special meeting of the board
11 of directors was held on November 8, 2012. Do you know
12 who the board of directors in November 2012 was for
13 LoanGo Corporation?
14 A. Well, I never agreed to any changes. As far as
15 I know, it was Mr. Ayers, Mr. Billingsley, and myself.
16 Q. Do you know who John G. Nossiff, Jr., is, of the
17 Nossiff Law Firm?
18 A. I think he's -- he was one of the attorneys that
19 Mr. Ayers was trying to threaten me with criminal
20 prosecution through. But yes, I think he represented
21 Mr. Ayers at the time.
22 Q. Okay. Okay. If you'll look at the last page,
23 the second voted -- do you see where I am? There was --
24 it says "voted" in bold letters. There's three of them.
25 If you look at the second one.

1 A. You're referring to Bates Number 464.
2 Q. 465.
3 A. 465.
4 Q. The last page.
5 A. Okay.
6 Q. The second bold "voted," it indicates that you
7 were removed as chairman of the board.
8 Were you aware that occurred on November 8th,
9 2012?
10 A. No.
11 Q. So you never received a copy of this -- of
12 what's represented as Exhibit 3, I think?
13 A. I've never seen this document.
14 Q. Okay.
15 A. Can I add something regarding this date,
16 November 8th?
17 Q. Please.
18 A. On about this date -- and maybe exactly this
19 date, but within a few days -- Mr. Ayers incorporated a
20 business that is called -- I can't remember the name.
21 I'm going to check my notes in just a moment. Mr. Ayers
22 incorporated another payday lender.
23 It was my understanding and understanding of
24 counsel I had engaged at the time that Mr. Ayers took
25 the remaining funds from LoanGo, probably about $50,000,

1 transferred those funds into his business LeapLab, and
2 then moved those funds into the new payday lender. I
3 will get you the name of the new payday lender.
4 But I remember very clearly looking at the
5 records at the Corporation Commission, that the date
6 where he accused me -- he sent me one of these
7 embezzlement accusation letters. I thought it was
8 ironic that on the date -- it's a direct match -- the
9 date he accuses me of embezzling, he takes all of the
10 remaining funds and uses them to set up another payday
11 lender, breaching his obligations to all of these
12 investors.
13 Q. At what point did you relinquish control of the
14 bank account for LoanGo?
15 A. I never did. When Mr. Ayers and I parted ways,
16 I remember making a trip to the Bank of America branch
17 at the corner of Thomas and 44th Street here in Phoenix
18 and asking a bank representative for the status of the
19 bank account. This is maybe a month after Ayers and I
20 had severed our relationship. It was my plan at that
21 point to take whatever remaining funds were there and
22 perhaps through counsel or otherwise find a way to
23 properly wind down the business.
24 And upon inquiring about the bank account, the
25 representative said, the LoanGo bank account has been

1 closed, and a note has been attached in the Bank of
2 America system to not take any instructions from Jeffrey
3 Peterson.
4 I then went and checked the records at the Utah
5 Secretary of State, and I noticed that Mr. Ayers had
6 appointed himself to all the corporate positions
7 unilaterally without a shareholder vote or talking to me
8 or Mr. Billingsley.
9 And so I believe that Mr. Ayers made himself all
10 the officers and directors and went to a Bank of America
11 branch and took control of the remaining funds in about
12 June of -- May or June of 2012.
13 And then Mr. Billingsley later characterized to
14 me the action that -- that Mr. Ayers took in November of
15 2012, when Mr. Ayers took the remaining funds and
16 transferred them to a -- a business he controlled that
17 was in the same type of business. Mr. Billingsley later
18 characterized that particular move by John Ayers to me
19 in a phone call as a, quote, smash and grab. And I
20 think I would agree with that.
21 Q. Okay. Looking at the exhibit in front of you,
22 the November 8, 2012, board of directors meeting, it
23 indicates that Mr. Billingsley was at least on
24 teleconference with Mr. Ayers. Were you aware of that?
25 A. I'm not aware of it. Mr. Ayers has generated

1 other documents that do not seem authentic to me, and so
2 I would not be surprised if the things listed in
3 Exhibit 3 were not -- were not true.
4 Q. Okay. I'm going to hand you what your attorney
5 provided to me last night via e-mail, which is
6 Exhibits 13 and 14.
7 Can you identify Exhibit 13 for me?
8 A. Exhibit 13 is titled Minutes of a Special
9 Meeting of the Board of Directors of LoanGo Corporation.
10 Q. What's the date?
11 A. June 7th, 2013.
12 Q. Okay. And what's Exhibit 14?
13 A. Exhibit 14 is titled Minutes of a Special
14 Meeting of Directors of LoanGo Corporation. It's dated
15 June 17th, 2013.
16 Q. Okay. It's Minutes of a Special Meeting of
17 Shareholders, correct?
18 A. I'm sorry. A Special Meeting of Shareholders.
19 You're correct.
20 Q. Okay. And these you participated in directly?
21 A. Yes.
22 Q. On June 7th and June 17th, correct?
23 A. Yes.
24 Q. And were you present with Mr. Billingsley, at
25 least via telephone?

1 A. Via telephone, yes.
2 Q. So you know Mr. Billingsley was on the telephone
3 with you?
4 A. Yes.
5 Q. Okay. And on Exhibit 13, it talks about the
6 removal of Mr. Ayers as officer, president, and
7 secretary of the company, correct?
8 A. That's correct.
9 Q. And then on the 14th -- or I'm sorry --
10 Exhibit 14, it also talks about him being removed as a
11 director also, correct?
12 A. That's correct.
13 Q. And Mr. -- you had conversations with
14 Mr. Billingsley regarding the removal of Mr. Ayers?
15 A. Correct.
16 Q. Now, did -- at any time -- Mr. Billingsley
17 indicated that approximately six months earlier, in
18 November of 2012, they removed you.
19 A. It was never mentioned to me.
20 Q. Okay. You testified that there was an
21 application for a license to do the payday loans, and
22 you applied in Utah, correct?
23 A. The -- to the best of my recollection, the
24 license that was applied for was a Utah state consumer
25 lending license. I think that's the license that payday

1 lenders use.
2 Q. Okay. But the company was actually conducting
3 business operations in Arizona. Did you also apply to
4 the Department of Financial Institutions?
5 A. Here in Arizona, as I recall, it was against
6 state law to make payday loans. And so we had
7 contemplated making payday loans over the Internet or to
8 customers we reached through the Internet in states
9 where payday lending was allowed. And so for that
10 reason, I believe there was no application made in the
11 state of Arizona.
12 Q. Were applications made in any other state?
13 A. I don't remember making them. I do remember
14 there was a discussion as to it's a very, very complex
15 legal theory about the -- what state licenses needed to
16 be held. There was an attorney we had talked to at the
17 time who had a legal theory that if a Internet customer
18 was in a state where payday lending was legal, we would
19 be able to rely on our Utah license.
20 I also remember that I had suggested that we
21 needed to be licensed individually in every state where
22 we made loans. Mr. Ayers seemed less concerned with
23 licensing. I was always quite concerned.
24 Q. Now, you also previously testified that loans
25 were actually made.

1 A. That's right.
2 Q. Do you know approximately how many loans were
3 made?
4 A. I don't.
5 Q. Did you have any knowledge or experience with
6 those loans that were being made?
7 A. I understood that business had been started in a
8 small way. From what I understood, the initial loans
9 were five customers or ten customers. I don't think
10 they were a large number of customers.
11 As I later understood it, the primary thing that
12 happened with our corporate treasury was that Mr. Ayers
13 found ways to transfer money back to himself, and the
14 whole -- as a business proposition, the whole LoanGo
15 endeavor, to me, felt like it was not going well.
16 Q. Do you know if those five or ten customers that
17 received payday loans or the loans -- consumer loans
18 ever paid them back?
19 A. I don't know.
20 Q. Did you -- at the time you decided to part ways
21 with LoanGo and Mr. Ayers, was an audit ever completed?
22 A. Mr. Ayers was completely controlling the
23 business operations of LoanGo. I am unsure if he ever
24 conducted an audit.
25 Q. You didn't have one done before you left?

1 A. Not as I recall.
2 Q. You mentioned in previous testimony that you,
3 Mr. Billingsley, and Mr. Ayers had at least electronic
4 access to the LoanGo bank account.
5 Did you all have separate passwords, or was it
6 the same password to access the account?
7 A. I don't remember.
8 Q. What I'm trying to get at is, you were the
9 signer on the account. Could Mr. Ayers or
10 Mr. Billingsley, through electronically accessing the
11 account, could they transfer funds to different places
12 or make wire -- or pay bills or something through the
13 electronic system, even if you weren't involved?
14 A. I don't know the answer to that. I do know that
15 Mr. Ayers used to tell me what transfers to make, and I
16 would then make the transfers on his instruction. And
17 later, I think certainly when Mr. Ayers took control of
18 the accounts himself, the transfers he was making to his
19 own business entities were being made by him or someone
20 acting at his direction.
21 Q. Do you have -- do you know where Mr. Billingsley
22 is currently located?
23 A. I think he's in Connecticut.
24 Q. Have you had contact with Mr. Billingsley?
25 A. I have.

1 Q. With respect to LoanGo?
2 A. I have spoken with him regarding LoanGo.
3 Q. Have -- was that recently?
4 A. We have not had a LoanGo discussion for a long
5 time.
6 Q. Do you know -- I believe Mr. Bivens provided us
7 a cell phone number for Mr. Billingsley. Do you have an
8 address for him?
9 A. I don't. We can -- we can definitely give you
10 all the contact information we have.
11 Q. When Mr. Billingsley -- when the three of you
12 were operating LoanGo, was Mr. Billingsley located in
13 Arizona?
14 A. I think so. I'm not sure. He mentioned to me
15 that he moved to Connecticut. I believe it's his -- his
16 wife's family is in Connecticut, and that's the reason
17 he moved there.
18 Q. Okay. If -- do you know if Mr. Billingsley was
19 conducting any type of seminars to obtain investors for
20 the promissory notes for LoanGo?
21 A. I don't know.
22 Q. Would that be something that, as a CEO, you
23 would condone?
24 A. No. Again, pointing back to my previous
25 testimony, Mr. Billingsley had indicated that the five

1 note investors in the case of LoanGo were business
2 contacts that -- that he previously knew, and they were
3 sophisticated folks that he had an existing relationship
4 with.
5 Q. In the records that you plan to organize and
6 send to us, would you have a list of investors?
7 A. I hope so. Again, I'm not sure what I have.
8 I'm not trying to be difficult. I'm really not. I just
9 need a little bit of time, and I will use my best
10 efforts to pull together a package for you of the LoanGo
11 documents I do have.
12 Q. Okay. You phrase something as "the embezzlement
13 letters." Do you have copies of those, or are those
14 part of the complaint?
15 A. So Mr. Ayers has repeatedly said that he will
16 find a way to get me in trouble by accusing me of
17 embezzling $80,000 from LoanGo. At first he said it
18 would be the DA. We never understood which DA or --
19 Arizona or somewhere else. Then he said it would be his
20 friend who was a officer at the Gilbert Police
21 Department was going to arrest me. And then he said his
22 connections in the Republican Party were going to allow
23 him to have me criminally prosecuted.
24 And this craziness in the form of threats drove
25 me and my attorney Mr. Bivens, who's here with me today,

1 to file a extensive lawsuit against Mr. Ayers for more
2 than one reason. Of course, we had very specific things
3 we complained about, and we also felt it was important
4 to take some witness testimony and preserve evidence
5 about the things that had happened in my history with
6 Mr. Ayers.
7 And so our lawsuit that we filed in March of
8 2013 contains all the -- well, many of the historical
9 accounts of what happened, including the embezzlement
10 accusation threat. So far, I really haven't understood
11 exactly why he is so determined to see something -- some
12 unfair accusation made against me, but he's very, very
13 persistent.
14 I would also -- while we're discussing this
15 topic, I would also point that the $80,000 that we
16 transmitted to our BPO operation in the Philippines, our
17 partner organization, falls below the hundred thousand
18 dollars that we had indicated would be allocated to
19 start-up operations in our use of proceeds in the
20 private placement memorandum that was created for LoanGo
21 that was paid for with my $10,000. The 10,000, of
22 course, is also included in the embezzlement accusation.
23 I believe at the end of the day, if everyone
24 really does a whole bunch of discovery and we pull
25 together all the documents, the story that will be told

1 is not a particularly complex story. I think it will be
2 that Mr. Billingsley brought five investors to LoanGo;
3 some funds were spent for start-up purposes; and
4 Mr. Ayers, when he determined that LoanGo was not going
5 to be a viable business, took the balance for himself.
6 That's it.
7 Q. Just to clarify the record, you indicated you
8 did not graduate from high school, but yet you're taking
9 college classes. I'm assuming somewhere in there you
10 obtained some type of GED or high school diploma.
11 A. I am the proud holder of a high school
12 equivalency certificate. I believe I am one of the few
13 people who has been admitted to study at my current
14 school holding only that type of certificate. But yes,
15 I did indeed obtain a equivalency degree.
16 Q. Okay. And I think we were off the record when
17 your attorneys indicated you're studying at Harvard
18 currently?
19 A. That's correct.
20 Q. And what are you studying?
21 A. Well, at my ripe old age, I am a undergraduate,
22 which is quite ironic on the one hand, because I've had
23 quite a bit of business in my lifetime. My sister says
24 I'm doing things backwards, because she went to school
25 first, and now she's doing a business; I did business,

1 and now I'm in school.
2 So I've been going through a general course of
3 study, as undergraduates do. And these are things like
4 academic writing and research. However, I have
5 indicated that my area of concentration will be legal
6 studies.
7 Q. Do you plan to go to law school?
8 A. We'll see.
9 MS. COY: All right. I -- Gary do you have any
10 questions?
11 MR. CLAPPER: Nothing.
12 MS. COY: Do you have any clarifying questions
13 you want to...
14 MR. BIVENS: (Shakes head.)
15 MS. COY: Okay. Then we're done, and we're off
16 the record. Thank you.
17 (The examination under oath concluded at
18 11:17 a.m.)
19
20
21
22
23
24
25

1 STATE OF ARIZONA.)
) ss.
2 COUNTY OF MARICOPA)

3 BE IT REMEMBERED that the foregoing
4 examination under oath was taken by me, CHARLOTTE LACEY,
5 Certified Reporter No. 50859 for the State of Arizona,
6 and by virtue thereof authorized to administer an oath;
7 that the witness before testifying was duly sworn by me
8 to testify to the whole truth and nothing but the truth;
9 that the questions propounded by counsel and the answers
10 of the witness thereto were taken down by me in
11 shorthand and thereafter transcribed under my direction,
12 and that the foregoing pages of typewritten matter
13 contain a full, true, and accurate transcript of all
14 proceedings and testimony had and adduced upon the
15 taking of said examination under oath, all to the best
16 of my skill and ability.
17 I FURTHER CERTIFY that I am not related to nor
18 employed by any of the parties hereto, and have no
19 interest in the outcome.
20 DATED at Phoenix, Arizona, this 12th day of
21 September 2014.
22
23
24 CHARLOTTE LACEY, RPR
Certificate No. 50859
25

1 BEFORE THE
2 ARIZONA CORPORATION COMMISSION
3 SECURITIES DIVISION
4
5
6 IN THE MATTER OF:) FILE NO.
7 LoanGo) 8480
8
9
10
11
12 EXAMINATION UNDER OATH OF JOHN KEITH AYERS
13
14
15 Phoenix, Arizona
October 29, 2014
16
17
18
19 COASH & COASH, INC.
Court Reporting, Video & Videoconferencing
20 1802 N. 7th Street, Phoenix, AZ 85006
602-258-1440 mh@coashandcoash.com
21
22
23 Prepared by:
Karen L. Kessler, RPR
Certified Reporter
24 Certificate No. 50821
25

EXHIBIT
S-39
ADMITTED

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6

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9 Exhibit 1	LoanGo Corporation General Ledger	65	71
11 Exhibit 2	LoanGo General Ledger as of December 31, 2013	65	86
12 Exhibit 3	October 30, 2012 Letter to Jeffrey Peterson from LoanGo	65	90
14 Exhibit 4	November 8, 2012 Minutes of Special Meeting of the Board of Directors of LoanGo Corporation	65	93
17 Exhibit 5	February 26, 2013 Minutes of Special Meeting of the Board of Directors of LoanGo Corporation	65	98
19 Exhibit 6	May 22, 2013 letter to investors from LoanGo	65	99
21 Exhibit 7	June 7, 2013 Minutes of a Special Meeting of the Board of Directors of LoanGo Corporation	65	117
23 Exhibit 8	June 17, 2013 Minutes of a Special Meeting of Shareholders LoanGo Corporation	65	119

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NO.	DESCRIPTION	MARKED	IDENTIFIED
Exhibit 9	LoanGo Executive Summary	65	101
Exhibit 10	Subscription Agreement for Donald Smeltzer	65	105
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Exhibit 14	Promissory Note for Donald Smeltzer	65	107
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Exhibit 19	Promissory Note for Patricia Rowley	65	109
Exhibit 20	Promissory Note for John Jordan	65	114

1 EXAMINATION UNDER OATH OF JOHN KEITH AYERS,
2 was taken on October 29th, 2014, commencing at 8:57
3 a.m., at the Arizona Corporation Commission, Securities
4 Division, 1300 West Washington Street, Phoenix, Arizona,
5 before KAREN L. KESSLER, RPR, Certified Reporter No.
6 50821 in and for the County of Maricopa, State of
7 Arizona.
8
9 APPEARANCES:
10
For the Arizona Corporation Commission Securities
11 Division:
12 Ms. Wendy Coy, Staff Attorney
1300 West Washington Street, Third Floor
13 Phoenix, Arizona 85007-2996
14
For John Ayers:
15
MITCHELL STEIN CAREY, PC
16 By: Mr. Lee Stein
One Renaissance Square
17 2 North Central Avenue, Suite 1900
Phoenix, Arizona 85004
18
19
20 ALSO PRESENT:
21 Ms. Janet Gygax, Investigator
22
23
24
25

1 JOHN KEITH AYERS,
2 called as a witness herein, having been first duly sworn
3 by the Certified Reporter to speak the truth and nothing
4 but the truth, was examined and testified as follows:
5
6 EXAMINATION
7 BY MS. COY:
8 Q. This is part of an inquiry by the Securities
9 Division of the Arizona Corporation Commission in the
10 matter of John Ayers and LoanGo Corporation in order to
11 determine if there has been full compliance with the
12 Securities Act of the State of Arizona. The information
13 obtained today may reveal violations of statutes outside
14 the Securities Act.
15 Mr. Ayers, you have the right to refuse to
16 answer any questions if you think the answers may tend
17 to incriminate you. You have the right to refuse to
18 produce any private papers which you feel may tend to
19 incriminate you. You do not have the right to refuse to
20 produce corporate papers based on any claim of
21 self-incrimination.
22 The reporter will go off the record at my
23 direction. If you or your attorney would like to go off
24 the record, tell me and I will try to accommodate you.
25 The reporter will note for the record each time you

1 consult with your attorney before answering. This is
2 done to ensure an accurate record.
3 Since your testimony is being recorded by a
4 reporter, please respond verbally as opposed to nodding
5 or shaking your head. Also, let me finish asking a
6 question before you answer so there will not be two
7 people speaking at once.
8 If you don't hear a question or don't understand
9 a question, say so and the reporter will repeat it or I
10 will explain the question further.
11 You are under oath, so any false statements you
12 make may be criminally prosecuted as perjury.
13 Do you understand what I have explained to you?
14 A. Yes.
15 Q. State your full name, please.
16 A. John Ayers.
17 Q. Do you have a middle name?
18 A. Keith.
19 Q. Okay. Have you ever used any other name?
20 A. No.
21 Q. Okay. Are you taking any medication, or do you
22 have a physical problem that would prevent you from
23 hearing or understanding my questions?
24 A. No.
25 Q. What is your home address?

1 A. Sorry, that's a tough one. I just moved, so
2 it's [redacted], Arizona.
3 Q. Okay. And how long have you been at that
4 address?
5 A. Approximately nine months.
6 Q. And do you own or rent that home?
7 A. Own.
8 Q. Where did you live previous to that address?
9 And I'll warn you now, I go back about ten years. So if
10 you can just give us the progression backwards for about
11 ten years.
12 A. Okay. I'm bad with dates, so I'll try to do the
13 best I can.
14 Q. Okay.
15 A. Prior to that was [redacted],
16 [redacted], Arizona.
17 Q. How long were you at the [redacted] address?
18 MR. STEIN: Just approximately.
19 THE WITNESS: Maybe eight years.
20 BY MS. COY:
21 Q. Okay. And the address before that. And if you
22 can't remember the exact address, cross streets would be
23 okay.
24 A. It's [redacted]
25 Q. And how long were you at that address?

1 A. Three, four years.
2 Q. Okay. Thank you. What is your home address?
3 I'm sorry. Home telephone number. It's been a long
4 evening.
5 A. I don't have a home phone.
6 Q. Do you have a cell phone?
7 A. Yes.
8 Q. What is your cell phone number?
9 A. [redacted].
10 Q. I'm going to ask you what your social security
11 number is. You are not required to provide that
12 information to me. I am required to tell you that I
13 would use your social security number for identification
14 and location purposes only.
15 What is your social security number?
16 A. [redacted]
17 Q. What is your occupation?
18 A. I guess you would say a freelancer.
19 Q. Okay. Are you currently employed somewhere?
20 A. No.
21 Q. And how long have you been unemployed?
22 A. Approximately a year.
23 Q. Okay. Prior to becoming unemployed -- are you a
24 consultant in anyway, this last year, or an independent
25 contractor?

1 A. Sure. Independent contractor.
2 Q. Okay. And in what field are you an independent
3 contractor?
4 A. Marketing and design.
5 Q. What kind of design? Advertising design or --
6 A. Mainly Internet web design.
7 Q. And where were you employed most recently?
8 A. Most recent is -- full time employed?
9 Q. Yes.
10 A. It would have been with Leaplab, LLC.
11 Q. What was the time frame you were with Leaplab?
12 A. I believe I started it in 2001 or '2.
13 Q. Okay. And when did you end with Leaplab?
14 A. About a year ago.
15 Q. 2013?
16 A. Right.
17 Q. Do you have any business telephone number at
18 this time?
19 A. No.
20 Q. Do you have a cell phone that's strictly for
21 business?
22 A. No.
23 Q. What is your educational background?
24 A. Formal or informal or both?
25 Q. Let's try formal right now.

1 A. I went to college and high school.
2 Q. Did you graduate from college?
3 A. Yes.
4 Q. And where did you go to college?
5 A. University of Illinois, Champaign Urbana.
6 Q. And what was your area of study? What did you
7 get the degree in?
8 A. Industrial design.
9 Q. And informally -- or do you have any advanced
10 degrees?
11 A. No.
12 Q. You mentioned informally. What type of informal
13 education do you have?
14 A. I am always learning, so I guess you can say my
15 education is ongoing.
16 Q. Have you taken seminars, classes, things like
17 that, in various marketing areas, or --
18 A. Sure.
19 Q. Is that what you were talking about with
20 informal?
21 A. Yeah. I do online classes or learn from peers,
22 things like that.
23 Q. Okay. Have you taken any courses in
24 investments?
25 A. No.

1 Q. Have you taken any courses in accounting?
2 A. I believe I took one in high school.
3 Q. Okay. Nothing in college or informally?
4 A. No.
5 Q. Are you an officer or director of any
6 corporation?
7 A. I could be. I'm not sure though.
8 Q. Okay. Are you a member or manager of any
9 limited liability company?
10 A. None that have operations, if that makes sense.
11 Q. Okay. Before I make you guess too much, just
12 running a corporate check from the Corporation
13 Commission.
14 You mentioned Leaplab earlier. It looks like
15 this was an LLC; is that correct?
16 A. Correct.
17 Q. And it looks like you were a member of Leaplab,
18 LLC?
19 A. Correct.
20 Q. Do you know who the manager of Leaplab was? And
21 feel free to look at this if you want.
22 A. Not offhand, no.
23 Q. Okay. And you mentioned -- is Leaplab, LLC
24 still in existence?
25 A. I'm not sure what your definition of existence

1 is.
2 Q. Let me clarify.
3 Is it still in operation?
4 A. No.
5 Q. Are you still deriving some type of income from
6 Leaplab --
7 A. No.
8 Q. -- LLC?
9 A. I'm sorry. No.
10 Q. Okay. It looks like Leaplab, LLC had a name
11 change. It was Direct ROI, LLC; is that correct?
12 A. Correct.
13 Q. And what was Direct ROI, LLC?
14 A. The same business. It just did a name change.
15 Q. Okay.
16 MR. STEIN: So before you do that. I'm not sure
17 if he understood what you meant when you asked who was
18 the manager.
19 BY MS. COY:
20 Q. Okay. Who ran, had managerial authority over
21 Leaplab, LLC?
22 A. I mean, I'm not too familiar with, I guess, the
23 term manager, in relation to, what you'd have for the
24 Corporation Commission.
25 Q. Okay. I'm asking in general, outside of the

1 paperwork, who ran the day-to-day operations of Leaplab?
2 A. Okay. I would have.
3 Q. Okay. Were there any other people who made
4 day-to-day decisions for Leaplab?
5 A. Leaplab had a long history, so I don't really
6 know how to answer that question.
7 Q. Okay. From the start of the business, were you
8 always the one who made day-to-day decisions for
9 Leaplab?
10 A. Again, sorry, I don't really know how to -- I
11 mean, I had a lot of employees at different points who
12 made different decisions.
13 MR. STEIN: Were you the ultimate decision maker
14 for Leaplab throughout the course of the time that it
15 operated?
16 THE WITNESS: Yeah. Yes. Sorry.
17 BY MS. COY:
18 Q. Okay. Thank you. All right. Going through,
19 just doing a name search on your name. There's an
20 entity called Loan Relief Law Group, LLC.
21 Is this one of your former companies? Are you
22 familiar with this entity?
23 A. I was a member of it, yes.
24 Q. Okay. And what was the business purpose of Loan
25 Relief Law Group, LLC?

1 A. I don't think it ever did business, if I recall
2 correctly.
3 Q. Did it have a bank account?
4 A. Not that I set up. Not that I know of.
5 Q. Okay. Who is Ken Kotch?
6 A. He was an attorney who was a member of the
7 company.
8 Q. Okay. Was there a purpose for setting up Loan
9 Relief Law Group, LLC?
10 A. From what I recall, he and another person came
11 to me with, basically wanting my help doing marketing
12 and design for an entity that they wanted to form, which
13 was this.
14 Q. But, to your knowledge, this entity never
15 operated?
16 A. Correct.
17 Q. Okay. A company call Astronet, LLC.
18 Are you familiar with that entity?
19 A. Yes.
20 Q. What is this entity?
21 A. It hasn't been in existence for six or more
22 years.
23 Q. What did it do?
24 A. It was a web marketing company.
25 Q. Okay. And who is Trent Houg?

1 A. He was a former partner.
2 Q. And you indicated this company is no longer
3 doing business, correct?
4 A. Correct.
5 Q. What is Astro --
6 A. Astronomad.
7 Q. Okay. LLC, Astronomad.
8 A. I don't know. He had a lot of entities that the
9 attorney that I had at that time suggested setting up.
10 It's basically, it all revolved around web design and
11 web marketing.
12 Q. Okay. And this one was with Trent Houg also?
13 A. Correct.
14 Q. Did Astronomad actually do any business?
15 A. I believe we filed returns for that, yes.
16 Q. Now, Astromax, LLC?
17 A. Same, same thing. All of these haven't been
18 used for quite a few years.
19 Q. Okay. But was Astromax an operating company at
20 one point?
21 A. At one point, yes.
22 Q. And Trent Houg, again, was your partner?
23 A. Correct.
24 Q. Okay. Southwest Clean Pro, LLC. Is this you?
25 A. No.

1 Q. Okay. John Ayers -- do you know a Julie Ayers?
2 A. No.
3 Q. Okay. I'm going to hand you, let's see, East
4 Browning, LLC.
5 Are you familiar with that entity?
6 A. Yes.
7 Q. Okay. Is this one of your entities?
8 A. Yes. We never used it, but -- again, it was set
9 up on suggestion of an attorney that we never used.
10 Q. Is that Fred Gamble?
11 A. Yes.
12 Q. Okay. His name is on a number of these
13 documents.
14 Who is Jennifer Ayers?
15 A. My wife.
16 Q. What was the purpose of setting up East
17 Browning, LLC?
18 A. The attorney recommended it because we had a
19 rental property on east Browning.
20 Q. Okay. But, to your knowledge, it never
21 operated?
22 A. Correct.
23 Q. Okay. I'm going to hand you Dragnet Solutions,
24 LLC.
25 Are you familiar with this entity?

1 A. I'm familiar with the name, yes.
2 Q. Was this an operating entity?
3 A. Not that I believe. I don't think it ever
4 operated, no.
5 Q. Do you know what the business purpose was of
6 Dragnet Solutions, LLC?
7 A. It was IT, technology.
8 Q. I guess I should clarify. It's Dagnet, not
9 Dragnet.
10 And, again, you were a partner with Trent Houg?
11 A. Correct.
12 Q. And, to your knowledge, did this entity ever
13 operate?
14 A. No.
15 Q. Here's another entity by the name of Sandhills
16 Ranch, LLC.
17 Is that one of your former entities?
18 A. Yes.
19 Q. And what was the business purpose of Sandhills
20 Ranch, LLC?
21 A. At one point it owned real estate.
22 Q. Okay. And the members -- who was Jeff Rudek?
23 A. He was a partner in the real estate.
24 Q. Sorry. I should say Rudek. Reading upside down
25 changes the words.

1 Yourself, Mr. Houg, that we have talked about
2 before, and Frederick Gamble were members?
3 A. Okay.
4 Q. At least that's what this document shows; is
5 that correct?
6 A. Yes.
7 Q. Okay. Do you know?
8 A. Well, that's what the document shows, that's
9 correct. But, yeah, it was basically property that the
10 three of us owned, and Mr. Gamble set it up.
11 Q. Okay. Other than owning properties, did it have
12 any other business purpose?
13 A. Well, at one point it was an operating boarding
14 facility for horses.
15 Q. Okay. Is it still in existence?
16 A. I haven't been a part of it for, since 2006 or
17 '7.
18 Q. Okay.
19 A. So I'm not sure.
20 Q. Did the other partners buy you out?
21 A. Yes. I think -- it's hard to explain. Trent
22 Houg, I think, bought the other person out and then
23 bought me out, but I'm not sure. I was bought out. So
24 I'm not sure what happened, officially, to all the other
25 partners.

1 Q. Okay. I'm going to hand you Horsemark, LLC.
2 Is that another one of your entities?
3 A. Yes.
4 Q. Okay. And the members are yourself and your
5 spouse?
6 A. Correct.
7 Q. And what is the business purpose of this entity?
8 A. It's a marketing company.
9 Q. Is it actually operating?
10 A. No.
11 Q. Okay. Did it ever operate?
12 A. Yes.
13 Q. For what time period did it operate? If you
14 need the dates --
15 A. It's probably 2006 to mid year last year.
16 Q. Okay. I'm going to mess this name up too.
17 Callerado, LLC. Is that one of your entities?
18 A. Yes.
19 Q. And is this entity still in existence?
20 A. No.
21 Q. What was the business purpose of this entity?
22 A. It was a call center, marketing call center.
23 Q. How long did it actually operate?
24 A. It never operated.
25 Q. Okay. I'm going to hand you True Merchant

1 Advantage, LLC.
2 Is that one of your entities?
3 A. It was, yes, it was.
4 Q. And the members were yourself and your spouse?
5 A. Correct.
6 Q. Did this entity ever operate?
7 A. I believe so, yes.
8 Q. And what did it do?
9 A. It provided merchant services to businesses.
10 Q. Who was Michael Coy?
11 A. He was a, the president of the company.
12 Q. I can't remember.
13 Does this company still exist, or still operate?
14 A. I don't operate it, so I'm not sure if it still
15 exists.
16 Q. Let me ask it this way.
17 Are you still involved in True Merchant
18 Advantage, LLC?
19 A. No.
20 Q. Call Defense, Inc. -- or sorry, LLC.
21 Is this one of your entities?
22 A. I guess, yes.
23 Q. You don't know?
24 A. It's looks -- yeah, it sounds familiar.
25 Q. Okay. And you and a gentleman named Justin

1 Billingsley are members of this entity?
2 A. Yes.
3 Q. Does this entity still exist?
4 A. No. It never existed.
5 Q. What was the --
6 A. Oh, I mean, it existed, but it never did
7 business. Sorry.
8 Q. Okay. What was the purpose of Call Defense,
9 LLC?
10 A. I can't recall what the concept was.
11 Mr. Billingsley came to me with an idea and wanted me to
12 help market and do some design for a company.
13 Q. Okay. A company called Flying Change, Inc.
14 Is that one of your entities?
15 A. Yes.
16 Q. And is this entity still operating?
17 A. No.
18 Q. And what was the purpose of Flying Change, Inc.?
19 A. I think it was part of the corporate structure
20 that my lawyer or accountant set up. So it was all part
21 of the marketing, part of Leaplab, part of, kind of
22 marketing design companies, umbrellas.
23 Q. Okay. According to this, it was incorporated in
24 2002.
25 Was that prior to Leaplab?

1 A. I don't recall.
2 MR. STEIN: Do you mind if I?
3 MS. COY: Oh, go ahead.
4 THE WITNESS: 2006.
5 MR. STEIN: Is that an LLC or --
6 THE WITNESS: Yeah.
7 So what was the question?
8 BY MS. COY:
9 Q. The question was, you indicated that Flying
10 Change was part of Leaplab. It's appears to have been
11 started much earlier than Leaplab.
12 A. There was a lot of name changes and companies --
13 I mean, I'm not really great at the reasons why things
14 were set up the way they were. All I know is that we
15 had accountants and attorneys that helped guide us
16 through this and file the returns when we needed to.
17 Q. Okay. Is Flying Change, Inc., still operating
18 today?
19 A. No.
20 Q. Are you familiar with an entity by the name of
21 Planet One, LLC?
22 A. Yes.
23 Q. What is Planet One? This is a Nevada, this is
24 from the Nevada Secretary of State's office.
25 What is Planet One, LLC?

1 A. I'm not sure what the purpose of the name was.
2 Q. What was the purpose of the company?
3 A. I don't know if there was ever a company.
4 Q. Okay. You don't know if it ever existed or
5 operated?
6 A. Right. We may have had a name or company set
7 up, but I don't recall ever filing a return or doing
8 anything with that.
9 Q. Okay. Here's another one called Astronomad,
10 sorry, LLC. Are you familiar with that entity?
11 A. Yes. That's what we talked about earlier.
12 Q. It's --
13 A. One of these from Arizona.
14 Q. Okay. But this was a Nevada entity?
15 A. That looks like it, but I never, we always
16 operated under Arizona, from what I recall.
17 Q. Okay. Is this entity still in existence?
18 A. No.
19 Q. Did it ever operate?
20 A. Out of Nevada or Arizona?
21 Q. Either.
22 A. Yeah, out of Arizona it did.
23 Q. Okay.
24 MR. STEIN: Do you know why there's a Nevada LLC
25 that's named Astronomad?

1 THE WITNESS: I don't know why we would have.
2 BY MS. COY:
3 Q. Okay. We had Astronet, Astronomad.
4 A. I don't know why there would be two.
5 Q. Okay. All right. Just a few more.
6 Are you familiar with Woodmere Limited
7 Partnership? Is that you?
8 A. No.
9 Q. Okay. Quality Med Services, Inc.?
10 A. Yes.
11 Q. And what is Quality Med Services, Inc.?
12 A. It was an Internet, telemedicine company.
13 Q. Okay. Is this entity still operating?
14 A. No.
15 Q. Did it ever operate?
16 A. Yes.
17 Q. Okay. Done Deal Trading, Inc. Is that you?
18 A. No.
19 Q. And then Sitesearch Corporation. Is that yours?
20 A. No.
21 Q. Okay. Do you know who -- do you know what
22 Sitesearch Corporation is?
23 A. Yes.
24 Q. Okay. What is it?
25 A. That's --

1 MR. STEIN: That's a big question.
2 THE WITNESS: Yeah. What is it, what is it now
3 or -- I'm not --
4 BY MS. COY:
5 Q. Did you have any association with Sitesearch
6 Corporation?
7 A. Did I ever?
8 Q. Yes.
9 A. Yes.
10 Q. Okay. What was your relationship with
11 Sitesearch Corporation?
12 A. Yeah, I don't really know how much time you
13 have. That's a long, long story.
14 Q. Okay. Let me rephrase.
15 Were you an employee of Sitesearch Corporation?
16 A. I don't know if I was ever an employee.
17 Q. Were you in a management position at Sitesearch
18 Corporation?
19 A. Yes.
20 Q. Okay. And what was your role?
21 A. From what I understand, it was chairman of the
22 board.
23 Q. Did you ever operate as chairman of the board of
24 Sitesearch Corporation?
25 A. Yes.

1 Q. And how long were you chairman of the board of
2 Sitesearch Corporation?
3 A. Approximately ten months.
4 Q. And at what time period?
5 A. I want to say December of 2012 to October of --
6 wait, no -- December of 2011 to October of 2012.
7 Q. Okay.
8 MR. STEIN: It might be worthwhile to go off the
9 record and we can talk for a moment about why he is
10 struggling to answer that question. Why it's a bigger
11 answer.
12 MS. COY: Okay. Let's go off the record for a
13 few minutes.
14 (An off-the-record discussion ensued.)
15 MS. COY: Let's go back on the record.
16 Did you have anything else?
17 MR. STEIN: No.
18 BY MS. COY:
19 Q. LoanGo corporation was incorporated in Utah,
20 correct?
21 A. Correct.
22 Q. Why?
23 A. I don't know.
24 Q. Did you, were you part of the formation of
25 LoanGo?

1 A. What do you mean, part of the formation?
2 Q. Did you make a decision that it should be
3 incorporated or registered in Utah?
4 A. No.
5 Q. Okay. Do you know who made that decision?
6 A. Yes.
7 Q. Who?
8 A. Jeff Peterson.
9 Q. At any point did you file any corporate
10 paperwork or foreign corporation status with the Arizona
11 Corporation Commission?
12 A. I don't --
13 Q. For LoanGo. I'm sorry.
14 A. I don't know.
15 Q. Did LoanGo ever operate out of Utah?
16 A. What do you mean operate?
17 Q. Did it conduct business, or have a business
18 presence, other than the corporation, in Utah? Did it
19 have an office?
20 A. Yes.
21 Q. Okay. Who manned the office in Utah?
22 A. I never went to the office. It was an address
23 that Peterson gave me to use.
24 Q. Was it a virtual type office, or was there
25 actually some live bodies at that particular office?

1 A. Probably a virtual office.
2 Q. Did you ever have discussion as to why it was
3 formed in Utah?
4 A. No.
5 Q. Okay. Let's go back to the general questions.
6 Other than all the businesses that we've just
7 discussed, are you connected in any way to any other
8 business? And what I mean by that is are you receiving
9 compensation from any other business other than the ones
10 we've talked about? Are you a consultant, independent
11 contractor, member manager of any other business that we
12 haven't spoken about?
13 A. I have a few clients that I work for now. I'm
14 not part of their operating entity, if that's what you
15 meant, but they compensate me for services.
16 Q. Do you operate under a DBA or a business name?
17 A. No.
18 Q. Okay. So you receive compensation from a number
19 of clients for providing services?
20 A. Correct.
21 Q. Have you ever been arrested?
22 A. No.
23 Q. Have you ever been indicted?
24 A. I don't think so.
25 Q. Have you ever been the defendant in a civil

1 lawsuit?
2 A. Yes.
3 Q. And can you tell me the lawsuits?
4 A. From what I recall there's only one. Yeah.
5 What did you want to know about it? I'm sorry.
6 Q. Can you tell me who the parties are to the
7 lawsuit?
8 A. Jeff Peterson with his company, Inter123, and
9 then myself, my wife, Jim Dixon, my COO from my former
10 company, a few other entities that I had at the time.
11 Q. Okay.
12 A. LoanGo Corporation.
13 Q. I'm going to interrupt you.
14 Just doing a general search on the Superior
15 Court website. Is this the action that you're talking
16 about?
17 A. Yes.
18 Q. And this is at Maricopa County Superior Court?
19 A. Yes.
20 Q. And this, is this case still ongoing?
21 A. Yes, I guess, in a different venue though.
22 Q. And what venue is it pending in?
23 A. Well, I'm sorry, maybe it's not ongoing. I mean
24 it's --
25 MR. STEIN: It's stayed?

1 THE WITNESS: It's stayed.
2 MR. STEIN: As a result of a bankruptcy.
3 MS. COY: Okay.
4 MR. STEIN: Is that right?
5 THE WITNESS: Right.
6 BY MS. COY:
7 Q. And to your knowledge -- and I guess I'm not
8 going to make you guess -- in checking the Superior
9 Court website, this lawsuit also came up against
10 yourself and spouse.
11 Are you familiar with -- let me look at the name
12 again -- Montagnoso Development?
13 I should really print these out in larger type.
14 A. Yeah. That was the builder of our last house.
15 Q. And you were a defendant in this lawsuit?
16 A. Yes.
17 Q. And what was the date of this?
18 A. 2006, October.
19 Q. Okay. And I'm going to hand you, looks like
20 Sunrise Bank of Arizona vs. Sandhills Ranch, LLC,
21 Astronet LLC, John Ayers, Jennifer Ayers, and a number
22 of other people.
23 Are you familiar with that lawsuit?
24 A. Yes.
25 Q. Okay. And you were also a defendant in that

1 action?
2 A. We were dismissed, but I guess that's, yeah.
3 Q. Okay. The previous one with the builder, what
4 was the end result of that civil action?
5 A. It was dismissed as well.
6 Q. Okay. Was there some type of settlement
7 reached?
8 A. I can't recall. I don't -- not that I'm aware
9 of.
10 MR. STEIN: Did you pay anything?
11 THE WITNESS: I can't remember what it was --
12 there was a lot of things going on between us and the
13 builder. So, I don't recall whatever happened with
14 that.
15 BY MS. COY:
16 Q. Okay. Here's one from January. American
17 Express against yourself and Leaplab.
18 Are you familiar with that?
19 A. No.
20 Q. Okay. You were never served with that action?
21 A. No.
22 Q. And it looks like 2013, Jeffrey Peterson against
23 yourself in Chandler Municipal Court?
24 A. Yes.
25 Q. Are you familiar with that one?

1 A. Yes.
2 Q. And what's the end result of that action?
3 A. He lost. He filed an appeal and he lost.
4 Q. Okay.
5 MR. STEIN: Is that the injunction against
6 harassment?
7 THE WITNESS: Yeah.
8 BY MS. COY:
9 Q. Are any of these pending, to your knowledge?
10 Except the --
11 MR. STEIN: Civil case.
12 BY MS. COY:
13 Q. -- the civil case with Mr. Peterson that we
14 first discussed, Inter123 Corporation?
15 A. Correct.
16 Q. Any of the others still pending?
17 A. No.
18 Q. Are there any other actions that you were a
19 defendant in, to your knowledge?
20 A. Not to my knowledge, no.
21 Q. Have you ever filed bankruptcy?
22 A. Yes.
23 Q. When and what district did you file bankruptcy?
24 A. June of this year, district, Maricopa.
25 Q. Arizona?

1 A. Arizona.
2 Q. And is that currently pending bankruptcy?
3 A. Yes.
4 Q. And have you ever been the subject of an
5 investigation by any governmental agency?
6 A. Not that I'm aware of.
7 Q. Have you given any prior testimony in connection
8 with LoanGo?
9 A. No.
10 Q. Are you a registered broker/dealer?
11 A. No.
12 Q. Registered securities salesman?
13 A. No.
14 Q. Licensed investment advisor?
15 A. No.
16 Q. Have you ever been a registered broker/dealer,
17 registered securities salesman, or a licensed investment
18 advisor?
19 A. No.
20 Q. Did you have any licenses other than driver's
21 license?
22 A. I don't think so, no.
23 Q. What is your date of birth?
24 A. [redacted]
25 Q. What is your place of birth?

1 A. [redacted], North Carolina.
2 Q. What is your marital status?
3 A. Happy. Married. I don't know.
4 Q. Thank you. You're the first person to say that
5 in 25 years.
6 You're married then?
7 A. Yes.
8 Q. Okay. And how long have you been married?
9 A. 22 years.
10 Q. And what is your spouse's name?
11 A. Jennifer Ann Brinkman-Ayers.
12 Q. Brinkman was her maiden name?
13 A. Correct.
14 Q. Do you have any children?
15 A. Yes.
16 Q. And can you give me their names and ages and
17 whether they reside with you?
18 A. Dane, D-A-N-E, Ayers. He's 14, and, yes, he
19 resides with us.
20 Q. Is that your only child?
21 A. Yes.
22 Q. Where do you hold your personal bank accounts?
23 A. I believe Wells Fargo and BBVA.
24 Q. What type of accounts do you have at Wells
25 Fargo? Checking, savings?

1 A. I think checking.
2 Q. Are you a signer on that account?
3 A. Yes.
4 Q. Do you have debit cards for that account?
5 A. Yes.
6 Q. Do you have a savings account at Wells Fargo?
7 A. Probably, but I'm not sure.
8 Q. How long have you had the account at Wells
9 Fargo?
10 A. I don't know.
11 Q. Are there any other signers on the account?
12 A. My wife.
13 Q. And how many checking accounts do you have at
14 Wells Fargo?
15 A. I believe we have two accounts. I'm not sure if
16 they're checking or savings though.
17 Q. Are you a signer on both those accounts?
18 A. I should be, yes.
19 Q. Okay.
20 A. I don't know.
21 Q. Do you currently hold any business bank
22 accounts?
23 A. No.
24 Q. Oh, let me step back.
25 You mentioned BBVA. What type of account is

1 that?
2 A. I believe it's checking.
3 Q. Are you a signer on that account?
4 A. Yes.
5 Q. Is your spouse also a signer on that account?
6 A. Yes.
7 Q. Anyone else?
8 A. No.
9 Q. And how many accounts do you have at BBVA?
10 A. One or two, I'm not sure.
11 Q. Checking or savings?
12 A. Yeah. I'm not sure. I mean one of each. I'm
13 not sure.
14 Q. Okay. Where do you hold your business bank
15 accounts? Or let me rephrase.
16 Do you have any open business bank accounts
17 presently?
18 A. I believe there are some open, but I don't have
19 access to them, or -- yeah.
20 Q. Where would those be held?
21 A. The only one I know of is B of A, Bank of
22 America.
23 Q. And what business account would be at B of A?
24 A. A lot of the business from Leaplab. I'm not
25 sure if Flying Change had an account, but Leaplab had an

1 account at one point.
2 Q. Were you a signer on that account at that point?
3 A. Yes.
4 Q. And you said you don't have access to it any
5 more. Who does?
6 A. I don't know. There was a little bit of funds
7 before we filed bankruptcy, but then prior to filing
8 they kind of shut us out of the account.
9 Q. When you say, they, who are you referring to?
10 A. The bank.
11 Q. Okay. Did Leaplab file bankruptcy?
12 A. No.
13 Q. It was a personal bankruptcy, correct?
14 A. Correct.
15 Q. Okay. Why would the bank close your account, or
16 business account?
17 A. I don't think they closed it. They just shut
18 off our access to it, online access.
19 Q. Can you explain why they would change or deny
20 you access to your business account?
21 A. I can't explain what the banks do. I'm not
22 sure, probably because we owed them money. I'm just
23 guessing at this point.
24 Q. So one day you could have access and the next
25 day you didn't?

1 A. To be honest, I mean, I didn't really handle the
2 books of the account, so I don't really know how that
3 progression happened. I just know we didn't really have
4 a lot of money in the account, and I never closed the
5 account.
6 So to answer your question, the account is
7 probably in existence and open, but I really don't know
8 what transpired over the last year with the bankruptcy
9 and, you know, outstanding bills that we had to pay.
10 Q. Who had access to the Leaplab bank account?
11 A. I did.
12 Q. Anybody else?
13 A. I believe my wife did.
14 Q. When you said you didn't really handle the bank
15 account, who, other than you or your wife, would have
16 handled the bank account?
17 A. Well, when the business was operating, I had a
18 controller.
19 Q. And who was that?
20 A. Heather Holloway. And she would handle it. And
21 then --
22 Q. Did --
23 A. -- after I had to, unfortunately, terminate her
24 with a lot of other good people in Arizona, my wife kind
25 of stepped in and took that role.

1 Q. Did you ever have, well, business account for
2 LoanGo?
3 A. Yes.
4 Q. Were you a signer on that account?
5 A. That's probably multi -- I don't know if I can
6 answer that question.
7 Q. Okay. Did you have access to the account?
8 Let's put it that way.
9 A. Let me try to help you out.
10 There was, during the lifespan of LoanGo, there
11 were different accounts. Within the different accounts,
12 different people had different access.
13 MR. STEIN: So what was your access?
14 BY MS. COY:
15 Q. Okay. Let's step back a minute. Okay?
16 You said there were multiple LoanGo accounts.
17 Can you tell me what banking facility they were at, or
18 what bank LoanGo had accounts at?
19 A. Bank of America.
20 Q. Just Bank of America?
21 MR. STEIN: As far as you know.
22 THE WITNESS: As far as I know.
23 BY MS. COY:
24 Q. And how many accounts were at Bank of America?
25 A. I think there were two.

1 Q. Okay. And of those accounts, did you have
2 electronic access to those accounts at any point?
3 A. Yes. At any point, yes.
4 Q. Okay. Did you have debit cards for those
5 accounts at any point?
6 A. No.
7 Q. When you had electronic access, could you move
8 money from one account to another?
9 A. Yes.
10 MR. STEIN: She's talking about you personally.
11 THE WITNESS: Oh. Well, I mean, I assume I
12 could. I didn't, but I could.
13 BY MS. COY:
14 Q. Okay. But you don't know if you were a signer
15 on both LoanGo accounts?
16 A. I wasn't.
17 Q. Okay. You were not a signer on either account
18 at any time?
19 A. Let me try to help you out again.
20 Q. Okay.
21 A. There was two initial accounts established.
22 Q. Approximately when?
23 A. I don't know, because I didn't set them up. I
24 would guess July of 2000 -- I don't know what year it
25 was.

1 MR. STEIN: '11?
2 THE WITNESS: '11.
3 BY MS. COY:
4 Q. Okay. So there were two accounts set up in
5 2011?
6 A. Correct.
7 Q. So you knew the accounts were being set up, but
8 you weren't a signer on those accounts?
9 A. Correct.
10 Q. Were you, in any way, able to move money from
11 those accounts?
12 A. No.
13 Q. Who had access to those bank accounts?
14 A. From my understanding, Peter -- Jeff Peterson.
15 And then he gave -- he had an assistant. I don't know
16 if she had access or not to move the funds.
17 Q. Okay. So at no time over the life of the LoanGo
18 accounts, you never had access, where you could actually
19 move money or spend money?
20 A. With those initial two accounts, no.
21 Q. Okay. Did something happen where there are bank
22 accounts that you did have access to?
23 A. Yes.
24 Q. And when did that occur?
25 A. June of 2013.

1 Q. Okay. And what happened in -- did you open new
2 accounts?
3 A. I'm sorry. Was it '12?
4 MR. STEIN: 2012.
5 THE WITNESS: I think it's 2012.
6 BY MS. COY:
7 Q. Did you open new accounts at that point?
8 A. Yes.
9 Q. And then you were a signer on those two new
10 accounts?
11 A. Correct.
12 Q. And were those at B of A?
13 A. Yes.
14 Q. Was there an accountant for LoanGo, an outside
15 CPA at all?
16 A. Yes.
17 Q. And who was that?
18 A. The accountant was Victor Puchi at Eide Bailly.
19 Q. And you can you spell the last name, by chance?
20 A. I think it's P-U-C-C-H-I.
21 MR. STEIN: Was that at the beginning, at the
22 end, or the whole time?
23 THE WITNESS: That was in 2000 -- for the year
24 2012.
25 BY MS. COY:

1 Q. Okay. Do you know if there was one before, in
2 2011?
3 A. No, I do not know.
4 Q. We'll get more into LoanGo shortly.
5 Do you hold any personal offshore bank accounts?
6 A. No.
7 Q. Okay. What is LoanGo Corporation?
8 A. What was the purpose of the entity?
9 Q. What was of the purpose of LoanGo Corporation?
10 A. To facilitate small dollar financing.
11 Q. Okay. In what way?
12 A. My experience was from marketing to customers
13 that were looking to find small dollar loans. So
14 Mr. Peterson came to me and suggested that we form a
15 company that actually funds the loans.
16 So the purpose was to fund customers that were
17 looking for loans.
18 Q. So LoanGo was going to actually be funding
19 small, can we say, are they payday loans, auto license
20 loans?
21 A. I think in that initial form they were payday
22 loans.
23 Q. Okay. LoanGo was actually going to fund loans
24 for people?
25 A. Correct.

1 Q. Okay. Did LoanGo have any type of license with
2 the Department of Financial Institutions?
3 A. Yes.
4 Q. Do you remember what type of license you had
5 with them, or LoanGo had with them?
6 A. It was with the State of Utah. I don't recall
7 the name. I know we had filled out an application for
8 it. I don't recall what the segment of license it was.
9 Q. Did you have any pending license or registration
10 with the Arizona Department of Financial Institutions?
11 A. No.
12 Q. Was that loan, or was that license or
13 registration ever approved by the State of Utah?
14 A. Yes.
15 Q. And who was in charge of obtaining that
16 licensing in Utah?
17 A. In charge of it? Probably myself. I mean --
18 Q. Okay. You look confused.
19 A. There was no one, really, defined to be in
20 charge of it. I just took it upon myself to make sure
21 that we were licensed correctly.
22 Q. Okay. So you filled out the application for the
23 State of Utah to become licensed to provide loans to
24 people?
25 A. Yes. And kind of arrange with the other

1 partners to get fingerprinted and have them, have us all
2 apply to be on the license.
3 Q. What was your specific role -- did you have a
4 title at LoanGo?
5 MR. STEIN: It changed over time.
6 THE WITNESS: Right.
7 BY MS. COY:
8 Q. At least at the -- why don't you walk me through
9 what your titles were for LoanGo.
10 A. It started out with me being president.
11 Q. And let's just step back a minute.
12 LoanGo started in what year?
13 A. 2011.
14 Q. Okay. So in 2011, you were president of LoanGo?
15 A. Correct.
16 Q. All right. Then what happened? What title came
17 next?
18 A. Oh, okay. There were some board minutes that
19 we, I know we had, that changed my title. I'm not sure
20 when those were. I believe in the fall of the following
21 year.
22 Q. 2012?
23 A. Yes.
24 Q. And what did it change your title to?
25 A. I don't know specifically. I'd have to look at

1 the minutes.
2 Q. Okay. So you were president, then you were
3 something else. Were there more title changes after
4 that?
5 A. No.
6 Q. How long was the company in existence?
7 A. I mean, it could still be in existence I'm not
8 sure how to answer that.
9 Q. How long were you associated with LoanGo?
10 A. Well, I think officially I still have stock, but
11 I'm really not sure of the whole legal way that's
12 handled.
13 Q. Is the bank account still open?
14 A. I don't know.
15 MR. STEIN: When did your everyday operation,
16 association with LoanGo end?
17 THE WITNESS: June of 2013.
18 BY MS. COY:
19 Q. Who, and if it's more than one person let me
20 know, who is the custodian of records for LoanGo?
21 A. At the beginning it was Mr. Peterson. And then
22 I came in and tried to either recreate or locate
23 anything that was available, which, which we did. And
24 currently I'm not sure.
25 Q. Who has the business records for LoanGo

1 corporation? Where are they?
2 A. I have some that I was able to recreate, if
3 that's what you mean.
4 Q. Is that what you produced to us?
5 A. Yes.
6 Q. That's all you have?
7 MR. STEIN: No.
8 BY MS. COY:
9 Q. Okay. Are there other business records that are
10 in your possession and control for LoanGo Corporation?
11 A. Yes.
12 Q. Okay. What type of records do you still have in
13 your possession and control?
14 A. I'm not sure what was provided to you. I know
15 we had some board meeting minutes that I conducted while
16 I had control. There was a temporary restraining order
17 that I filed on behalf of LoanGo to try to protect it,
18 which we had documents for. I have accounting that we
19 recreated, that I paid to recreate. I had a tax return
20 that I filed for the one year I had access and control.
21 Q. Okay. Who has records of the investors?
22 A. I have copies of the, whatever you call the
23 documents they signed.
24 Q. Okay. So you have some of those copies related
25 to the investors?

1 A. Correct.
2 MR. STEIN: But who has -- who would have the
3 documents relating to the investors and, and sort of
4 kept the investment documents?
5 THE WITNESS: Yeah. I didn't have them until
6 probably a year after we started. I repeatedly asked
7 for them. But -- because we were trying to set up
8 accounting and had no idea who these people were at that
9 point.
10 BY MS. COY:
11 Q. Okay. But who would have had them?
12 A. Mr. Peterson or Justin Billingsley.
13 MR. STEIN: And so there was -- I'm sorry --
14 there was a time when you no longer had access to
15 LoanGo, right?
16 THE WITNESS: Right.
17 MR. STEIN: And so your ability to access
18 whatever corporate records ended, and what you have, you
19 have?
20 THE WITNESS: Right. Correct.
21 BY MS. COY:
22 Q. Let me ask you this.
23 Did LoanGo have a physical office location?
24 A. Well, it had the one in Utah that we talked
25 about earlier.

1 Q. Is that where the business records were kept?
2 A. I don't know anything about the address, other
3 than I know it was given to me, so...
4 Q. Okay. Did it have a physical presence, a
5 physical location in Arizona where the business records
6 were kept?
7 A. Again, that's a difficult question, because the
8 custodian of the records, initially, wasn't me. So I
9 was in charge of, at some point, trying to get the
10 company to operate.
11 Q. Let me step back a minute. I'm having a hard
12 time trying to understand why, as president of a
13 company, you can't tell me if it even had a physical
14 office location. So let me step back.
15 What was your day-to-day role with LoanGo
16 Corporation?
17 A. As president, I was to basically get the company
18 up and running on a day-to-day basis.
19 Q. Okay. Did you do this from your house, or did
20 you go to an office to do this?
21 A. No. Once the company officially launched, I had
22 an office.
23 Q. And where was that?
24 A. But it was -- the office was Leaplab offices.
25 Q. Okay.

1 A. So, basically, to get the company going on a
2 shoestring, I had it operating out of desks within the
3 Leaplab office.
4 Q. Okay. What, who -- did you have employees for
5 LoanGo Corporation?
6 A. No.
7 Q. Okay. You've mentioned yourself, you've
8 mentioned Jeff Peterson. Was there anyone else related
9 to LoanGo Corporation?
10 A. Let me just try to help you out. I mean, the
11 story is very, as you know, very, very confusing and,
12 for me personally, it's very disappointing and
13 discouraging. So I don't want to -- I'm trying to
14 answer your questions, but I need to help, maybe, direct
15 them a little bit better.
16 Q. Okay. What I want to know is where the
17 day-to-day business operations occurred, who worked
18 there, and who had access to the documents.
19 A. Okay.
20 Q. And where they were.
21 A. Okay. So let me try to help you out.
22 Q. Okay.
23 A. All right. So the company was basically a web,
24 Internet based lender that didn't provide loans in
25 Arizona; it provided loans in Utah to start with. So

1 the company had a, some sort of office in Utah, that I
2 don't know and never went to and don't know the
3 specifics of, that we talked about earlier.
4 To operate the company, we needed, I needed
5 support beyond myself to make it a viable entity. So I
6 set aside desks within my office space, which was in
7 Chandler. It never had employees, officially, because I
8 never had access to fund employees, to funds, to fund
9 employees, if that makes sense. So I had employees from
10 Leaplab and outside, one outside person, basically, come
11 in and start to launch the business.
12 Q. Who was that outside person?
13 A. It was a person who had experience in the payday
14 lending space that I found.
15 Q. Did they have a name?
16 A. Yeah. Jeff Johnson.
17 Q. Okay.
18 A. So, basically, I had two partners. We agreed to
19 do this business. They were out raising money.
20 Q. Okay. Let me stop you there.
21 Who were the two partners?
22 A. Jeff Peterson and Justin Billingsley.
23 Q. Okay. Let me kind of go off on a tangent here.
24 How did you know Jeff Peterson?
25 A. That's a long tangent. I met him, as I was

1 president of an organization called the Entrepreneurs'
2 Organization here in Arizona, trying to find people
3 locally who I thought were successful to speak within
4 our organization. And I reached out to him, and that's
5 how I met him.
6 Q. Okay. And you said Justin Billingsley was your
7 other partner.
8 How did you meet Justin Billingsley?
9 A. Our kids went to the same school, and at one
10 point he had an office in the same office building that
11 I did.
12 Q. Okay. And you all sat around and decided to
13 start LoanGo?
14 A. Jeff didn't know Justin. I had known Justin. I
15 had never raised money before. I had successful
16 companies here in Arizona, both grown organically. So I
17 knew Justin knew how to raise money and Jeff knew how to
18 raise money, and they suggested that we take what I was
19 doing, and my knowledge from the marketing side, and
20 apply it to create another company.
21 Q. Okay. What was Justin Billingsley's background?
22 How did he know to raise money? Or what was your
23 understanding?
24 A. All I know is he had some company called Compass
25 Estate Planning. Other than that, I have no idea how he

1 raised money or what the purpose of his company was.
2 Q. You don't know what kind of business he was in?
3 A. Estate planning. I don't really know a lot
4 about what that means or --
5 Q. Did you know his business background?
6 A. No.
7 Q. What made you think he knew how to raise money?
8 A. Well, like Mr. Peterson, I guess I believed them
9 on their word.
10 Q. So Mr. Billingsley said, I know how to raise
11 money?
12 A. Yes.
13 Q. And do you know Mr. Peterson's background?
14 A. Unfortunately, yes.
15 Q. Okay. What was Mr. Peterson's background?
16 A. He raised money in the public and private
17 market, supposedly.
18 Q. Did you do any due diligence on these gentlemen
19 before you became partners with them?
20 A. No. And I wish I would have met you way before
21 then.
22 Q. The, so there were three partners for LoanGo; is
23 that correct?
24 A. Correct.
25 Q. Did the partners put in any capital on their

1 own?
2 A. Yes.
3 Q. And how much did each partner put in?
4 A. 10,000.
5 Q. So you each put in 10,000?
6 A. No. They put in 10,000. I was putting -- I
7 didn't put anything in.
8 Q. Okay. So the company was started with 20,000,
9 and you didn't put any money in?
10 A. Correct.
11 MR. STEIN: You put in office space, employees.
12 THE WITNESS: Well, over time I put in a lot
13 more than 10,000. And I was -- I'm still owed a lot
14 more, but...
15 BY MS. COY:
16 Q. What was the agreement between the three
17 partners as to why they put in cash and you didn't? Was
18 there an agreement in place that you would cover the
19 overhead?
20 A. No. Mr. Peterson said it would take him $20,000
21 to do a private placement, so he suggested to Justin
22 that he put in 10 and he would put in 10. And then they
23 took, I think they got repaid.
24 Q. What was your role in that?
25 A. In putting the 10,000 in?

1 Q. Well, if they put in the 20,000 to do the
2 private placement, what were you supposed to be doing?
3 A. Just kind of waiting for the go ahead to get the
4 operation, kind of the planning, the preplanning to
5 start the company.
6 Q. Okay. All right. We went off on a tangent when
7 you said you had two partners.
8 So this was occurring in 2011, correct?
9 A. Correct.
10 Q. And your role, if I understand correctly, at
11 least originally, was to develop the marketing for
12 LoanGo?
13 A. The website, the, kind of coordinate the
14 software that we were going to use, the structure of the
15 call center operations, you know, who was going to do
16 what, the roles, responsibilities, as far as once we
17 were able to operate.
18 Q. On a typical day, how much time did you put into
19 LoanGo at the beginning?
20 A. It would vary. My main focus was on the design
21 and the marketing, so I would work with one of my
22 designers or one of the marketers. So, personally
23 myself, maybe four to six hours a week.
24 Q. Obviously, you had an office at your location.
25 Did Mr. Peterson or Mr. Billingsley operate out

1 of Leaplab also? Did they have office space there?
2 A. Mr. Billingsley, no. Mr. Peterson was CEO of
3 Leaplab at the time.
4 Q. Okay. How often did the three partners get
5 together and discuss issues with LoanGo?
6 A. Not very often. Mr. Peterson communicates
7 differently than most people, so it was usually
8 electronically.
9 Q. How often did you communicate with
10 Mr. Billingsley?
11 A. Early on?
12 Q. Yes.
13 A. Maybe once or twice a week.
14 Q. What was your role with LoanGo raising capital?
15 A. I didn't have a role.
16 Q. Did you ever meet with any of the investors?
17 A. No.
18 Q. Did you ever speak with any of the investors?
19 A. I did in 2013, yes.
20 Q. Okay. But before they became investors, did you
21 speak with them?
22 A. No.
23 Q. Did you have any type of, was there any type of
24 offering document put together for investors?
25 A. Yes. I believe that's what the, the PPM, or

1 private placement, or whatever they said, was for.
2 Q. Did you review that document?
3 A. No.
4 Q. Did you read the document?
5 MR. STEIN: Ever?
6 BY MS. COY:
7 Q. Ever.
8 A. Probably in the last, yeah, well, when, in 2013.
9 Q. Okay. But prior to that, you weren't consulted
10 on the information that went into the PPM?
11 A. Mr. Peterson asked me for my bio so I sent him
12 that. Other than that, no.
13 Q. Do you have a copy of the PPM?
14 A. Yeah. Yes.
15 Q. Okay. Is that can something we can get?
16 MR. STEIN: I would think so.
17 BY MS. COY:
18 Q. Okay. To your knowledge, who drafted the PPM?
19 A. I believe, Mr. Peterson kind of coordinated it,
20 so I don't know who drafted it, but supposedly they were
21 paying a guy named Gary Agron.
22 Q. Who is Gary Agron?
23 A. A long time attorney friend of Mr. Peterson.
24 Q. Had you met with Mr. Agron?
25 A. I met with him after this, everything was

1 drafted. I believe it was in early 2012.
2 Q. And what was the purpose of that meeting?
3 A. He came to Phoenix, and I don't remember if it
4 was just a lunch or something, to have, Mr. Peterson
5 wanted to introduce myself to him.
6 Q. So based on what you're telling me, you didn't
7 really have a role in drafting the PPM?
8 A. Correct.
9 Q. But you were aware it was being drafted and that
10 the company was going to be raising money?
11 A. Correct.
12 Q. Now, were you aware when money started being
13 raised in LoanGo?
14 A. I think so. I mean, it was more of
15 conversations. So the way that Mr. Peterson
16 communicates was through Skype, instant message, so I
17 would hear, like money is supposed to be coming in or
18 came in. I never confirmed or had any confirmation that
19 it was there, but I heard different things throughout
20 the months of 2000, late 2011 into early 2012.
21 Q. Once the money was raised, what was supposed to
22 happen? What was the money going to be used for?
23 A. I wanted to start, you know, a business, which
24 is what I assumed the partners wanted to do. So, as
25 somebody that was in charge of starting the business, I

1 was trying to do everything I could to do that,
2 including spending my own company's money and time and
3 people to do what I could, basically, until I had money.
4 You can't really loan money until you have access to
5 money, money to loan.
6 Q. Okay. Again, what was your understanding of
7 what the money was being raised from investors for?
8 What was going to happen to the investors' money?
9 A. It was going to be used to launch the company,
10 so we'd use some of it for, to get whatever structurally
11 we needed set up for the company, and, otherwise, it was
12 going to be basically used as part of the money that
13 we'd lend to customers.
14 Q. And how much money was LoanGo attempting to
15 raise?
16 A. From what I recall, it was on the PPM, it was
17 like 2 or 3 million. I can't remember.
18 Q. Do you know how much money was raised?
19 A. I want to say it was 200 and something thousand.
20 I'm not sure.
21 Q. So your understanding was that the money was
22 going to be used for, essentially, overhead costs and to
23 start funding loans?
24 A. Correct.
25 Q. And was there a mechanism -- was the company in

1 place that had people who needed the loans? How were
2 you going to get the borrowers?
3 A. That was the marketing I was working on while
4 they were raising money.
5 Q. Did you ever have any borrowers?
6 A. Yes.
7 Q. So money actually went out to some people?
8 A. Yes.
9 Q. How much money was given in loans?
10 A. I believe it was around 40,000, maybe.
11 Q. And presumably, when the loans went out, there
12 was some type of paperwork signed that had the terms and
13 the conditions of obtaining the loan.
14 A. Correct.
15 Q. Who has that paperwork?
16 A. It was all electronic. So basically people
17 would come to the website and apply for the loan, and
18 they would be served like a DocuSign, electronic
19 signature, and that would probably be, probably would
20 have been stored in the software we used.
21 MR. STEIN: So who has access to those
22 electronic documents now? Do you?
23 THE WITNESS: I don't. I don't. I mean, the
24 software company would be the only one that I would know
25 that would potentially have them.

1 BY MS. COY:
2 Q. Who was the software company?
3 A. Let's see. We made a payment to them.
4 MR. STEIN: Here is the general ledger.
5 THE WITNESS: According to this, it says
6 Advanced Loan Technologies, but I think they go under a
7 different brand name.
8 BY MS. COY:
9 Q. Okay. Moving on. Do you know if any of those
10 payments have come back? I mean, was the 40,000 in
11 loans paid back?
12 A. Some of it was. I don't know how much.
13 Q. Who would have that knowledge?
14 A. The software vendor.
15 Q. Any of the payments that came back, did it go
16 back to the investors?
17 A. No.
18 Q. Okay. Let me ask you this.
19 How were the investors supposed to get paid
20 back?
21 A. From my understanding, they had a note they were
22 supposed to get paid back. But I'm not sure what
23 frequency or when that was supposed to happen.
24 Q. Did you ever review the notes?
25 A. After I had access to them in late, kind of mid

1 to late 2012.
2 Q. Okay. You were president of the company, the
3 company was raising money, but yet you didn't have
4 access to the money or the promissory notes. You didn't
5 have any of that information?
6 A. No. I repeatedly asked for them, because I'm
7 supposed to be running a company, and we had no
8 accounting that I could even look at, or banks that I
9 could look at.
10 Q. Who had that information?
11 A. Well, Mr. Peterson's role was to set up the
12 books and the accounting, so I would continually
13 question him.
14 Q. And what was his response?
15 A. I'm doing it, I have people. And then he hired
16 people in the Philippines to set up the books. And then
17 he contacted me a few weeks later saying they don't know
18 how to set up the books, can you have the controller at
19 Leaplab train them. So it was a long process to pull
20 anything out of him.
21 Q. Why would you go to the Philippines to have your
22 books and records maintained?
23 A. If you know Mr. Peterson's history, he's gone
24 offshore a lot. So when he started a big company called
25 Quepasa, he moved to Mexico. I think socially he feels

1 he doesn't fit in in the U.S. and likes -- this is just
2 my opinion -- to be dominant over people. And he found
3 that type of person in the Philippines where he can find
4 cheaper labor. I know he had a presence there at the
5 time, so...
6 Q. What was Mr. Billingsley's role with the three
7 partners, or with the two partners? Did he report to
8 you? Did he report to Mr. Peterson?
9 A. He reported to Mr. Peterson.
10 Q. So you had no direct communication with
11 Mr. Billingsley as to what he was doing with LoanGo?
12 A. He'd ask me occasionally about what software we
13 were going to use. I don't know if he had any other --
14 he had some ideas on marketing, kind of these random
15 offline marketing tactics that he wanted to try once we
16 were operational.
17 Q. Try for what? To get investors, or to get --
18 A. No, for customers --
19 Q. -- clients?
20 A. -- acquisition.
21 Q. Do you know where Mr. Peterson is located
22 presently?
23 A. No.
24 Q. Do you know where Mr. Billingsley is presently?
25 A. No. I mean, last I knew he was in Connecticut,

1 and Mr. Peterson has a place here and in Santa Barbara,
2 and they're raising money for a new company. But that
3 was the last I heard.
4 Q. Together?
5 A. Yes.
6 Q. Mr. Billingsley and Mr. Peterson are currently
7 raising money for another company?
8 A. Yes.
9 Q. Do you know what company?
10 A. Yes.
11 Q. What?
12 A. It's called Mobile Pro.
13 Q. What does it do, if you know?
14 A. I don't know.
15 MR. STEIN: What do you know about Mobile Pro?
16 THE WITNESS: I just know they're raising,
17 supposedly, a lot of money, because they just bought a
18 domain name for $350,000. But they basically have my
19 former CTO from Leaplab, Mr. Billingsley and
20 Mr. Peterson --
21 BY MS. COY:
22 Q. And who is that?
23 A. My CTO?
24 Q. Yes.
25 A. A person named Cesar Sanvicente. He's a Mexican

1 citizen.
2 Q. Can you spell that for her?
3 A. C-E-S-A-R, and Sanvicente is
4 S-A-N-V-I-C-E-N-T-E.
5 Q. Okay.
6 A. But they both lied at my, my and my wife's
7 restraining order hearing on the stand.
8 Q. Who's they both lied?
9 A. Mr. Sanvicente and Mr. Billingsley.
10 MS. COY: Let's take a few minute break and then
11 we'll come back.
12 (Recess taken from 10:24 a.m. to 10:33 a.m.)
13 (Exhibits 1-20 were marked for identification.)
14 MS. COY: Let's go back on the record.
15 BY MS. COY:
16 Q. Were, was LoanGo raising money from investors at
17 the very beginning of the start of the company, so
18 early, or late 2011? Do you know?
19 A. Yeah, I don't know when they started raising
20 money. I'm not sure the dates.
21 Q. Did you have regular corporate meetings?
22 A. No.
23 Q. At the start of the company, did you have
24 directors meetings or board meetings at that point?
25 A. No.

1 Q. Who -- other than the minutes that you provided
2 to the office yesterday, are there other board minutes
3 of meetings that were held?
4 MR. STEIN: I think there may be some other
5 ones.
6 BY MS. COY:
7 Q. Okay. Do you have them in your possession or
8 control?
9 A. I don't think we, we never officially had
10 meetings. Mr. Peterson had attorneys draft things that
11 we signed.
12 Q. But the three of you never sat in a room and
13 discussed the blueprint, for want of a better word, of
14 how the business was going to operate, who was going to
15 take on what role, no elections as to who was going to
16 have what position. None of that took place?
17 A. Not in an official meeting. It was more of
18 drafts of documents that he would send to myself or
19 Justin.
20 Q. Did you operate LoanGo as you did --
21 MR. STEIN: Leaplab?
22 BY MS. COY:
23 Q. -- all your other businesses?
24 A. You mean as a business that was going to produce
25 profits?

1 Q. Well, you've got a large stack of entities that
2 you have been involved with over the years.
3 A. Right.
4 Q. Was LoanGo just like those businesses, or was
5 LoanGo different?
6 A. All my businesses previously have been started
7 from the ground up. So, in my mind, you know, my role
8 was to grow LoanGo to be profitable like all my other
9 businesses.
10 Q. Okay. But did your other businesses have board
11 meetings and the manager spoke and the owners spoke and
12 there was business plans established?
13 A. If I was CEO or leading them, yes.
14 Q. You were president of LoanGo.
15 A. Right.
16 Q. But yet it sounds like there was no formal
17 structure to LoanGo.
18 A. I mean, I'm -- all I can say is, you know, I
19 kind of looked at Mr. Peterson to direct the formal
20 structure, I mean that was his role, of the company, and
21 he ran a public company. So running, you know, doing
22 board meetings and things like that -- I have only had
23 LLCs and, you know, to be honest, I was terrible at
24 having meetings because I was usually the only member,
25 typically, of my LLCs.

1 Q. It didn't cause you concern that, it seems like
2 Mr. Billingsley is out raising money, Mr. Peterson is
3 doing one thing, and you're doing something else, and
4 nobody seemed to have coordination for the business?
5 A. I think that's why I was so frustrated and would
6 push back on, like simple things like accounting, and
7 when are we going to start, and my software company is
8 lined up, you know, when can we pay them, are we hiring
9 employees. Questions like that that would never get
10 answered. That definitely scared me, yes.
11 Q. Okay. But Mr. Billingsley is out running around
12 raising money.
13 A. Right.
14 Q. But yet it didn't sound like there's a formal
15 process. Why didn't you stop the business until these
16 issues were dealt with?
17 A. The money raising wasn't my thing. I mean,
18 Justin and Mr. Peterson were working together on that.
19 I mean, I was kind of waiting to have something to start
20 the business with.
21 Q. But you knew they were out raising money?
22 A. Correct.
23 Q. But yet you weren't seeing, as president of the
24 company, you weren't seeing books and records.
25 A. Right.

1 Q. Wasn't that concerning?
2 A. Yes.
3 Q. But yet nothing really happened.
4 MR. STEIN: Well, is that so? Is it so that
5 nothing really happened?
6 THE WITNESS: No.
7 BY MS. COY:
8 Q. Okay. What did you do to stop -- I mean, at
9 some point did you come forward and say everything stop,
10 we're not raising money anymore until we figure out what
11 happened to the earlier money?
12 A. So, I guess, part of my personalty is I'm not
13 very confrontational, so I would push back on
14 Mr. Peterson on why -- he's supposed to be doing the
15 books, you know -- if we have money coming in, why
16 aren't they on the books? He would tell me he's taking
17 care of it. So, you know, I trusted him.
18 Q. Do you have your email correspondence back and
19 forth with Mr. Peterson?
20 A. He would communicate through Skype. So I have
21 Skype conversation, yes.
22 Q. Okay. Those aren't recorded in any way?
23 A. No, I have them recorded.
24 Q. Oh. Can we get access to those?
25 A. Sure. So --

1 Q. I guess --
2 A. I mean, eventually I got so frustrated that I
3 had paid my in-house person to see what his accountants,
4 that he finally supposedly had, were doing.
5 Q. Who was his accountants?
6 A. Well, they weren't accountants. They were
7 bookkeepers in the Philippines. He never had an
8 accountant.
9 So I got her, Heather, to basically contact them
10 to see what they have done. And at that point, she
11 found out they really hadn't done nothing. So she
12 showed import transactions from the banks, and then she
13 was corresponding with Mr. Peterson about trying to
14 categorize them because she couldn't categorize them.
15 Q. Who received the bank statements? Where were
16 they mailed to?
17 A. As far as I knew they were mailed to Utah. So I
18 don't know who received them.
19 Q. All right. I'm going to hand you what has been
20 marked as Exhibit 1. Exhibit 1 is a document that you,
21 or your attorney, provided to us earlier today.
22 Do you recognize Exhibit 1?
23 MR. STEIN: Yesterday.
24 MS. COY: Yesterday. Sorry. I printed them
25 this morning.

1 MR. STEIN: That was printed today.
2 MS. COY: Yes.
3 BY MS. COY:
4 Q. Do you recognize Exhibit 1?
5 A. Yes.
6 Q. What is Exhibit 1?
7 A. It looks like the general ledger from QuickBooks
8 online, which means that it was done in the Philippines.
9 Q. How do you know that?
10 A. Because we used QuickBooks Enterprise and they
11 use QuickBooks Online. You can see that on the bottom
12 here, QBO.
13 Q. Where did you get the original of Exhibit 1?
14 A. I believe my controller had it from the
15 Philippine people.
16 Q. There's a date of April 24th, 2012 on the bottom
17 of it, correct?
18 A. Correct.
19 Q. So you don't have anything past April 24th,
20 2012?
21 A. Like I said earlier, he, Mr. Peterson, was
22 supposed to be in charge of the accounting. He brought
23 in these bookkeepers in the Philippines. My controller
24 ended up training them, and when she, basically, didn't
25 get results from them, she ended up recreating the books

1 locally.
2 Q. And how did she do that?
3 A. I don't know. She's a bookkeeper. I don't know
4 how -- I mean, she got it from statements, I guess, from
5 online bank access or from the Philippines. I'm not
6 sure how she did it.
7 Q. How did she have access to the banking records?
8 A. I don't know if she did. Maybe it was just
9 through this. I don't know. I didn't ask her.
10 Q. Did you provide her access to the bank accounts?
11 A. I didn't have access to the bank accounts, so
12 no.
13 Q. Okay.
14 MR. STEIN: I'm sorry. May I?
15 MS. COY: Yes.
16 MR. STEIN: Do you know if she was communicating
17 with Mr. Peterson about information to, to help put
18 together the books?
19 THE WITNESS: Yeah. That was her role. I don't
20 know how she got the information, but from my
21 understanding, was that he was in charge of the books.
22 They had these people do the books. There was a lot of
23 things that, as you can see in here, say uncategorized.
24 So my controller freaked out and said, how do we
25 categorize all this stuff that's going on, all this

1 activity? So she was working with Mr. Peterson to
2 figure out how to categorize it, and who the money came
3 from, allocate them properly in the books.
4 BY MS. COY:
5 Q. So you didn't have a role in providing your
6 bookkeeper any of the information to recreate the books?
7 A. Correct. No.
8 Q. So you have no knowledge on how the records were
9 kept or put together, or if they're even accurate?
10 A. I guess not.
11 Q. Okay. Now, you mentioned Gary Agron. And on
12 the first page, the first larger -- right here. I can
13 point, it's easier. This transaction, it looks like
14 it's on October 11th, 2011.
15 A. Uh-huh.
16 Q. Funds, it looks like, were wired to Gary Agron,
17 Agron.
18 A. Correct.
19 Q. Is that correct?
20 A. Yes.
21 Q. And you mentioned he -- why would he be getting
22 money from LoanGo?
23 A. He was the attorney, from my understanding, that
24 was supposedly drafting the private placement.
25 Q. And I believe when we spoke about him earlier,

1 you indicated you had never met him prior to him being
2 retained to draft the private placement?
3 A. Correct.
4 Q. Now, who, at the bottom of the page, who is
5 Advanced Loan Technologies?
6 A. That's the software vendor. They provide, it's
7 called loan management software.
8 Q. And that's where you would get the leads from of
9 who wanted investments, or I'm sorry, who wanted to
10 borrow money?
11 A. No. That just managed the, the loans on the --
12 so once a client, we had a client who wanted a loan,
13 that would manage kind of repayment schedules, you know,
14 I guess there are documents that they sign
15 electronically, agreements, things like that.
16 Q. What bank account would fund the loans to, the
17 small loans, that were going out to the clients that
18 wanted the loans?
19 A. We, we had to put, I know, a deposit down to a
20 company called Billing Tree, that I think they would
21 facilitate the transfer of the loans. So I think the
22 money would come -- I think it was like a, kind of a
23 group ACH transfer, like a daily transfer from one of
24 our, one of these LoanGo accounts to them, and they
25 would distribute all the little loans.

1 Q. And then who would do the collection on the
2 small loans?
3 A. Whoever I had at LoanGo.
4 Q. Okay. I'm confused. Okay. Somebody wanted a
5 small loan, $500 loan, and I filled out the Internet
6 paperwork to get a $500 loan. What would happen next?
7 How would I get my loan?
8 A. So, okay, step back a little.
9 So I'm developing a site for LoanGo. And part
10 of what I know in my history is how to, how to get sites
11 ranked in the Internet so it shows up on search. So I'm
12 doing that for, you know, the first four to six months
13 as part of the marketing strategy of getting customers
14 once there's money to lend the customers. Secondary to
15 that is by purchasing outside leads, potential clients'
16 money loans. So we had kind of a multistepped marketing
17 approach.
18 So, initially, because it takes a long time to
19 get ranked in high competitive categories like payday
20 loans, it's called organically through search, we were
21 buying most of the leads. So when you buy a lead, you
22 can almost set the criteria you want. You know, I want
23 people in certain states with certain incomes, kind of
24 set your general underwriting characteristics of what
25 you want. So I was modeling kind of what that initially

1 would look like.
2 A lead would come to us, go into this loan
3 management platform where we do, in realtime, some
4 other, it's call realtime underwriting checks by
5 checking. I think one of companies we work with is CL
6 Verify. So they're basically a credit reporting bureau
7 for, it's called subprime, you know, customers that we
8 were dealing with, because we didn't lend on them based
9 on their credit.
10 So a lead would come in through our initial
11 scorecard underwriting, and then it would basically go
12 out to a third party to append different date elements,
13 and we would pull it all into this loan management
14 system to see if we really wanted to lend to this
15 customer. We'd have a call center rep, basically a
16 customer service rep who Leaplab paid for, named
17 Katrina, who the only really underwriting she would do
18 is making sure she can get ahold of the person on the
19 phone and verify their employment, because that is
20 really what guaranteed their loan to us.
21 So all this happened, like the underwriting
22 happened in realtime, except for the phone calls. And
23 once they, once we basically said we're going to
24 underwrite this person, they would get sent a truth in
25 lending agreement that they would electronically sign,

1 which was part of the software that was all integrated.
2 So once they did that, they were basically preapproved
3 for a loan.
4 And then once we do the final verifications at
5 the call center, it would, basically, manually set that
6 person as getting approved for a loan, and then all
7 those loans would be batched on a daily basis and
8 through this Billing Tree company, who was kind of the
9 settler of funds.
10 Q. Okay. How did Billing Tree get the money to the
11 people who were approved for the loans?
12 A. ACH.
13 Q. Okay. And where did they get the money to fund
14 those loans?
15 A. They would, when they grouped their daily
16 batches, they would either have, pull it directly from
17 the LoanGo accounts or have some sort of fluff account
18 in there. I know we gave them a deposit, as well, that
19 they held on to. We, meaning LoanGo.
20 Q. All right. And then once the loan was funded,
21 who handled the collection of those loans?
22 A. That's --
23 Q. And where did the money go that, when people
24 made payments on those loans, where did the money go?
25 A. Okay. So I brought in an expert that I knew,

1 named Jeff Johnson, who had been experienced in the
2 business to help basically run the lending and
3 collections side of the company. He would manage
4 Katrina, who, basically both of them, I think, together
5 would view, underwrite loans, and do the collections, or
6 approve the loans.
7 Q. Okay. You indicated earlier that there was
8 approximately $40,000 in loans that were done by LoanGo;
9 is that correct?
10 A. Approximately. I don't know the exact amount,
11 but yes.
12 Q. Okay. How much of that has been collected?
13 A. I don't know for sure.
14 But back to -- your original question was how
15 does that collected money get back into our, the LoanGo
16 account. So it basically gets back into the account the
17 same way that it went out, through ACH.
18 Q. Through Billing Tree?
19 A. Correct. So the loans are typically two weeks
20 in duration, and they fall on pay periods of the
21 customer. So we would lend, and then, based on their
22 next pay period, Billing Tree would ACH out of their
23 account, that we ACH'd the loan to initially, to collect
24 any interest in principal.
25 Q. Do you know if, let's call $40,000, I know it's

1 a guesstimate, has the $40,000 been paid back?
2 A. I know we've collected some money, but I don't
3 think it's anywhere near 40,000, no.
4 Q. So those people just got free gifts? Is anybody
5 collecting on them?
6 A. So about late May of 2012, Mr. Peterson cut off
7 complete access to any funds in LoanGo -- at that point,
8 we had outstanding invoices that Leaplab was paying,
9 both for personnel as well as leads for customers -- but
10 more importantly, access to continue business in
11 general. We couldn't, we couldn't lend any money.
12 The way that the business works, and how we
13 modeled it, was that, and this is based on my learning
14 from Mr. Johnson who ran 15 plus years in the payday
15 lending space, is that you get very small returns on,
16 what's called, the first attempt at collections. So
17 usually these loans are extended over time. So after I
18 didn't have access to, basically, put any more loans on
19 the street, I paid, through Leaplab, for Mr. Johnson and
20 Katrina to continue working for two to three months
21 trying collect what they could, until I couldn't really
22 afford to do that anymore.
23 Q. Okay. If Billing Tree ACHs the money in and
24 ACHs the money out, I guess I'm confused as to what
25 Katrina and Jeff did -- no John --

1 A. Johnson, Jeff Johnson.
2 Q. Yes.
3 A. Well, it's underwriting, so they're higher risk
4 loans, they're small dollar loans, their only guarantee
5 is that the person is employed and is going to get paid
6 weekly into the same account that you sent the money to.
7 Unfortunately, a lot of the loans go unpaid. That's why
8 the interest is so high. And second, a lot of the
9 people just close their bank account and move somewhere
10 else so they don't have to pay the loan back.
11 Q. Okay. I think my original question is how much
12 was actually paid back of the 40, roughly $40,000 that
13 was given in loans. And I don't think I have gotten an
14 answer to that yet.
15 A. Yeah I don't know the answer to that.
16 Q. Who would know the answer?
17 A. It was all kind of calculated in the software.
18 So I don't know if anyone would know that answer.
19 Q. How do you run a business without having that
20 information? I mean, the software is something that's
21 supposed to be used to assist in business, not run the
22 business. I mean, somebody has to input information and
23 get information out.
24 A. But all the -- I mean, all the information is
25 held in a loan management platform, I mean, how much you

1 lent and how much you were able to collect, because all
2 the transactions, both in and out, are coming through
3 that system.
4 Q. Weren't reports generated?
5 A. I don't know if any printed reports were. I
6 mean, it's a web based system.
7 Q. So how did you check to see if your business was
8 operating in the red or the black?
9 A. Well, we were only operating for six weeks.
10 Q. Okay. You're operating for six weeks with other
11 people's money. Is -- who would have the information?
12 Because, in theory, you owed, the company owed the
13 investors a large amount of money.
14 A. That's not theory, yeah, it's truth.
15 Q. And somebody had to keep track of all that
16 information.
17 A. Yeah. I mean, at the same time, I was trying
18 recreate the books so I knew -- I mean, we basically
19 started this business going and we didn't have a set of
20 books that I was trying to recreate.
21 Q. Okay. It says on the bottom of the first page
22 of Exhibit 1, investment in Philippines. What does that
23 mean? Do you see where I am?
24 MR. STEIN: Right here.
25 THE WITNESS: Yeah.

1 BY MS. COY:
2 Q. And it's throughout the document.
3 What is the investment in the Philippines?
4 A. I think most of those were expenses, that we
5 couldn't figure out what they were for, that
6 Mr. Peterson made.
7 Q. Why would it be termed investment in
8 Philippines?
9 A. Because this is, this is the, maybe the general
10 ledger that the Philippines did, and that's what
11 Mr. Peterson told him to code it as.
12 Q. Who could give me information about this
13 document?
14 A. Mr. -- well, Mr. Peterson may be able to. He
15 should. The only one that really understood the books
16 is Heather Holloway, who basically had to take whatever
17 she was given and put something together that was
18 meaningful.
19 Q. Do you have contact information for Heather
20 Holloway?
21 A. Yes.
22 Q. Can you provide that to us, please?
23 A. Sure.
24 Q. Who is Infobenefit Corp --
25 Do you have it with you?

1 A. I can look. Yeah, this would be the only place
2 I would have it.
3 Do you want me to find it now?
4 Q. Let's wait till the end.
5 A. Okay.
6 Q. What is Infobenefit Corporation? It's on the
7 top of the second page and throughout the document.
8 A. That's a company that Mr. Peterson set up in the
9 Philippines.
10 Q. To do what?
11 A. I don't know.
12 Q. Okay. I don't have the Bates numbers. If you
13 go back to about 4/11/2012 in the journal, it's about, I
14 don't know, about seven, eight -- yeah.
15 Can you read the Bates number on the side? It's
16 this number right there.
17 A. ACC000879.
18 Q. Thank you. In the middle, lower middle of the
19 page, it says, Compass Estate Planning, and there was a
20 transfer. Do you know what that's for?
21 A. I know what I was told it was for.
22 Q. What were you told it was for?
23 A. Mr. Peterson -- or I don't know who told me,
24 either Mr. Billingsley or Mr. Peterson told me, it was
25 for a commission to Mr. Billingsley.

1 Q. Was Mr. Billingsley supposed to get a commission
2 for raising money?
3 A. I guess so.
4 Q. Can you --
5 A. I don't see any -- I didn't have any
6 documentation around it, and there was never anything
7 formally mentioned that I have access to. So if there
8 was something, it was between Mr. Peterson and
9 Mr. Billingsley.
10 Q. But you were three equal partners?
11 A. Right. And that's what they, one of them or
12 both of them, told me it was for. So I just assumed
13 that it was normal in the course of raising money. But
14 we never had -- I never was able to find an agreement.
15 Q. Investment in the Philippines is kind of the
16 next category on the same page. And the first entry is
17 Aldrin Baldonado.
18 Do you know who that is?
19 A. Yeah. The only transfers that I was aware of in
20 the Philippines were to him for basically buying and
21 setting up furniture and computers.
22 So the concept was that Mr. Johnson and Katrina
23 were going to have call center reps in the Philippines
24 that they managed as we grew the business.
25 Q. Okay. On the next, I believe it's the next

1 page, it says capital contribution, and it doesn't give
2 any other information.
3 Do you know the source of these funds?
4 MR. STEIN: I'm not sure where you are.
5 MS. COY: Oh, sorry. It's the next page.
6 It's --
7 THE WITNESS: Almost the last, third to the
8 last.
9 MS. COY: Yeah. It's ACC000 -- is that 82?
10 THE WITNESS: 82, yeah. 882.
11 BY MS. COY:
12 Q. 882.
13 Do you know what the source of these funds are?
14 A. No.
15 Q. Okay. And if you flip the page, it's got a
16 total of capital contribution of 160,000. Do you know
17 what that is?
18 A. No.
19 Q. You don't know where those monies came from?
20 A. No.
21 Q. The next entry is John Jordan for 70,000.
22 Do you know who John Jordan is?
23 A. Yes. I believe he was the one I met with, and
24 his wife, sometime in 2013.
25 Q. Who is he?

1 A. He was one of the investors.
2 Q. And you met with him?
3 A. I believe that's the one I met with. There was
4 someone I met with, with his wife, and I believe that's
5 him and his name, when I was trying to file the
6 restraining order against LoanGo.
7 Q. You were trying to file a restraining order
8 against LoanGo?
9 A. On behalf of LoanGo.
10 Q. Against?
11 A. Against Mr. Peterson and Mr. Billingsley.
12 Q. What were you trying to restrain them from
13 doing?
14 A. Taking over the company and potentially spending
15 money that they had been used to spending before.
16 Q. And when did you do this?
17 A. I want to say June of 2013.
18 Q. And that was filed here in Maricopa County?
19 A. Yes.
20 Q. Okay. I'm going to hand you what's been marked
21 as Exhibit 2.
22 Can you identify Exhibit 2 for me, please?
23 A. Yeah. I believe this is our, the LoanGo general
24 ledger that my controller, we created through QuickBooks
25 Enterprise.

1 Q. Okay. And this is as of December 31, 2013?
2 A. Correct.
3 Q. Does this appear to be an accurate record of
4 the -- or does Exhibit 2 appear to be the accurate copy
5 of your original document?
6 A. Yes. It appears to be.
7 Q. Looking through -- now, do you know -- you
8 believe this was prepared by Heather Holloway?
9 A. Correct.
10 Q. Okay. Do you know what information she used to
11 prepare Exhibit 2?
12 A. Not specifically, no.
13 Q. Did you meet with her to go over Exhibit 2?
14 A. Yes. Like I said early on, she, she picked the
15 remnants up from what she was given from the Philippines
16 and tried to recreate it working with Mr. Peterson. And
17 then she didn't receive much information, so she came to
18 me asking for certain things, and we had a lot of
19 questions on what the transfers were for. And I think
20 in most cases we didn't even know who the investors were
21 or where these credits came from.
22 Q. Okay. Looking at the first page, about halfway
23 down, it looks like 2/21/2012, there's a name,
24 Investor 6, for $70,000.
25 A. Correct.

1 Q. Do you know who Investor 6 is?
2 A. No. I'm sure we could match it up if we have
3 the signed papers from each investor, but I don't know
4 specifically.
5 Q. Okay. If you turn to the next page, it's got
6 Justin Billingsley.
7 Did he provide $10,000 to the company?
8 A. Yes.
9 Q. And it looks like he also received $10,000 back,
10 correct?
11 A. Correct.
12 Q. And do you know who Investor 1 and 2 and 3 and 4
13 are?
14 A. No.
15 Q. Do you know how many investors total there were
16 in LoanGo?
17 A. I want to say five or six. I'm not sure of the
18 exact number.
19 Q. Now, here it says Gary Agron is an attorney.
20 A. Correct.
21 Q. Turning to page three, Elijag Rosov, sorry,
22 R-O-S-O-V.
23 Do you know who that is?
24 A. He was an attorney that Mr. Peterson hired.
25 Q. For what purpose, for LoanGo?

1 A. I don't know. Mr. Peterson has all kinds of
2 attorneys that he works with. I'm not sure what the
3 purpose of it is. I know he drafted some of the
4 documents that Mr. Peterson asked us to sign. Other
5 than that, I don't know what else he did.
6 Q. What documents did Mr. Peterson ask you to sign?
7 A. Some of the board, I think they were called
8 minutes or something, but I know one of them was
9 something about we authorize, to get a license in Utah
10 or to raise money or something like that. Basically,
11 it's a one page board, I think they're called board
12 minutes, board meeting minutes.
13 Q. Okay. You provided us some of those. If there
14 are others, can we get those from you?
15 A. Sure.
16 MR. STEIN: He doesn't have a complete set of
17 them, but what we have we'll give you.
18 BY MS. COY:
19 Q. Thank you. All right. I think you've answered
20 who some of these people are.
21 The last page -- I'm sorry. Page nine. It has
22 Investor, well 1 through 6 it looks like, $250,000.
23 Is that approximately what you think was raised?
24 A. Yes.
25 Q. Do you know of any investors that came in after

1 April of 2012?
2 A. Not between April or June of 2013. I don't know
3 if any have come in after that point.
4 Q. Okay. I'm going to hand you what's been marked
5 as Exhibit 3.
6 Can you identify Exhibit 3 for me, please?
7 A. It's a letter to Mr. Peterson from LoanGo.
8 Q. What's the date of the document?
9 A. October 30th, 2012.
10 Q. And who signed the document?
11 A. Myself and Justin Billingsley.
12 Q. Okay. Can you explain the circum -- the purpose
13 of this letter?
14 A. The purpose is after going through the
15 accounting there was a lot of transfers that neither
16 myself or Mr. Billingsley, at that time, knew what they
17 were for.
18 Q. Okay. And was Exhibit 3 based upon the general
19 ledger of Exhibit 2?
20 A. Well, I think it's based on transfers going out
21 to this Infobenefit company. So I'm not sure if it was
22 based on the general ledger of 2 or 1, the initial
23 general ledger that we had.
24 Q. Okay. Well, you said it was based on, the
25 letter was based on the accounting that was done, and

1 I --
2 A. It was based on us reviewing wires that were
3 going out that we couldn't categorize.
4 Q. Okay. What conversations did you have with
5 Mr. Billingsley about it?
6 A. We had some meetings about it, which I think we,
7 we documented -- I mean, our questions were we needed to
8 figure out what these were for.
9 Q. Did you ever attempt to sit down with
10 Mr. Peterson and Mr. Billingsley and hold, say, a
11 partners meeting and ask questions about it?
12 A. I think at that point Mr. Billingsley was in
13 Connecticut. So we never physically sat down. We had
14 phone conversations, and Mr. Peterson, at this point,
15 was unresponsive.
16 Q. Did you receive a response from Mr. Peterson?
17 A. In January of 2013 I received a response from an
18 attorney of Mr. Peterson saying he received this just
19 recently and that he wanted to have a conversation.
20 Q. Do you have a copy of that?
21 A. Yes.
22 Q. Okay. Can we get a copy of that?
23 MR. STEIN: Yeah.
24 THE WITNESS: Sure.
25 BY MS. COY:

1 Q. Did you have a conversation with the attorney?
2 A. My attorney at that time had a conversation with
3 his attorney, which basically didn't go anywhere.
4 Q. Okay. The second page, it talks about a wire to
5 reimburse payment made to Gary Agron for the company's
6 PPM. It says Mr. Agron has no record of being paid.
7 How do you know that information?
8 A. I heard from Mr. Agron or his secretary.
9 Q. You spoke to them?
10 A. I emailed them just to confirm that -- at this
11 point, I wasn't taking anything as truth. So when I
12 heard that there was $20,000 supposedly paid for the
13 PPM, I questioned it and asked Mr. Agron if that was
14 true.
15 Q. But you said 20,000, but here it's 10,000.
16 A. Right. Mr. Peterson initially told me it was
17 20,000, was the cost of it. So when he put in 10,000,
18 Mr. Billingsley put in 10,000, but from what I saw on
19 the accounting, there was only one outbound wire of
20 10,000 to Mr. Agron.
21 Q. Okay. I'm going to refer you to Exhibit 1.
22 You've got a $10,000 wire to Gary Agron, it
23 looks like, on October 11th, 2011. And then --
24 A. Right.
25 Q. -- on October 13th, 2011, you have Gary Agron.

1 A. Right. But if you look, the details of the wire
2 are the same, which was a little suspicious to me and
3 why they were two days apart. So I don't know if we
4 sent this after actually looking at the outbound wires
5 from the bank. This was the general ledger from the
6 Philippines.
7 Q. So you're questioning whether Mr. Agron actually
8 received 20,000?
9 A. Right. Two separate wires of 10,000.
10 MR. STEIN: And you will see this is, the time
11 is exactly it same and the ID numbers are exactly the
12 same for those two.
13 BY MS. COY:
14 Q. Okay. Who were the other board of directors for
15 LoanGo?
16 A. Just myself, Mr. Billingsley, and Mr. Peterson.
17 Q. Okay. I'm going to hand you what's been marked
18 as Exhibit 4.
19 Can you identify Exhibit 4 for me, please?
20 A. Well, it's minutes from a board meeting of
21 LoanGo, dated November 8th, 2012.
22 Q. And who drafted this document?
23 A. I believe John Nossiff, the attorney at that
24 point.
25 Q. And can you spell -- oh, there is his name.

1 Who was present at this meeting?
2 A. Myself and Mr. Billingsley.
3 Q. Did you notice the meeting to Mr. Peterson?
4 A. Yes.
5 Q. Did he choose -- do you know that he received
6 it?
7 A. I don't know.
8 Q. Mr. Peterson did not participate in this board
9 meeting?
10 A. Correct.
11 Q. Okay. The last page, it indicates that the
12 board removed Mr. Peterson as chairman of the board and
13 that you were appointed chairman of the board at that
14 point; is that correct?
15 A. Yes.
16 Q. And Mr. Billingsley agreed to this?
17 A. Correct.
18 Q. And on what basis were you removing
19 Mr. Peterson? Does it say?
20 A. It doesn't say.
21 Q. Okay.
22 A. It says:
23 Mr. Peterson had been very active in capital
24 raising activities, but has since ceased such
25 activities. Mr. Billingsley indicated that it would be

1 very difficult to raise additional capital given
2 Mr. Peterson's apparent lack of interest and issues
3 raised by his thus far unexplained expenditure of
4 approximately $80,000 of company funds.
5 Q. So, at this point, once this meeting was over
6 that's discussed in Exhibit 4, what steps did you take
7 to protect the assets of LoanGo?
8 A. I established new bank accounts and moved
9 whatever funds were remaining to those new accounts.
10 And then later, in June of the following year -- well,
11 step back. It might have been April or May of 2013,
12 there was a restraining order filed against myself,
13 against Mr. Peterson, and on the stand was
14 Mr. Billingsley, basically, testifying against me, which
15 he said on the stand that he was now working for
16 Mr. Peterson and expected to make millions.
17 So at that point I knew that I was alone in this
18 fight. And two months after that, they attempted to
19 throw me out and regain control of LoanGo. So, at that
20 point, we attempted to file a temporary restraining
21 order on the suggestion of my attorney, as well as --
22 you know, leaving out a lot of the other litigation
23 stuff that was going on. Unfortunately, they were able
24 to, as majority owners, throw me out and assume control
25 of LoanGo.

1 Q. Okay. So at some point after November 8th,
2 2012, you moved, changed bank accounts, and went
3 forward.
4 And you're saying sometime in the spring of 2013
5 Mr. Peterson filed a restraining order against you?
6 A. Personal restraining order, saying I tried to
7 harm him physically.
8 Q. Okay.
9 A. In the Chandler Municipal Court.
10 Q. Okay. What lawsuit was filed where
11 Mr. Billingsley testified against you?
12 A. It was in the restraining order.
13 Q. Which restraining order?
14 A. The personal restraining order that Mr. Peterson
15 filed against myself personally, saying that I told
16 people like Mr. Billingsley that I was going to hurt
17 Mr. Peterson. So --
18 Q. Am I confused? Is there more than one
19 restraining order?
20 A. Yes.
21 Q. Okay. I'm trying get on the other one.
22 A. I'm trying to leave out a lot of the civil stuff
23 and things that were going on separately with
24 Mr. Peterson and myself.
25 Q. Well, you had previously testified something

1 about a restraining order and Mr. Billingsley
2 testifying. And that's the one I'm trying to figure
3 out.
4 What restraining order was that?
5 A. So part of Mr. Peterson's legal tactic was to
6 file a false restraining order with the Chandler
7 Municipal Court against myself saying that I attempted
8 to harm him, or told other people that I was going to
9 harm him. So I had to defend myself. Mr. Peterson had
10 three people testify falsely on the stand, one of them
11 including Mr. Billingsley. And when questioned,
12 Mr. Billingsley said that he's now working for Mr.
13 Peterson and he expects to make millions.
14 So that's why what I'm referring to. At that
15 point, about a month or so prior, I was kind of
16 questioning Mr. Billingsley's intent and stopped
17 communicating to him. But that's when I found out that,
18 basically, they were working collaboratively on a new
19 entity.
20 Q. Okay. But in November of 2012, Mr. Billingsley
21 was supporting your position --
22 A. Correct.
23 Q. -- related to LoanGo?
24 A. Correct.
25 Q. Okay. I'm going to hand you what's been marked

1 as Exhibit 5.
2 Can you identify Exhibit 5 for me, please?
3 A. It's minutes from a meeting in February 26,
4 2013, for LoanGo.
5 Q. Okay. Who was present at this meeting?
6 A. Myself and Mr. Billingsley.
7 Q. Okay. It indicates representing two of the
8 three directors of the company, but --
9 A. Oh, and Mr. Nossiff, the attorney.
10 Q. Okay. But wasn't Mr. Peterson already removed
11 at this point?
12 A. Yes.
13 Q. So why would you be referring to three
14 directors?
15 A. It's probably just a mistake, I guess, in the
16 wording.
17 Q. Okay. So in February of 2013, and I believe
18 even in November, there was discussion on dissolution of
19 LoanGo?
20 A. Correct.
21 Q. At any point did it indicate what would happen
22 to those investors that had invested in the company?
23 A. No. At this point we were still trying to
24 obtain the money, or the answer from Mr. Peterson, which
25 is a few months after this is when I filed a lawsuit on

1 behalf of LoanGo against Mr. Peterson, which was when
2 they attempted to take the company back in order to have
3 the lawsuit go away, which they ended up doing, which we
4 filed a restraining for, on behalf of LoanGo to try to
5 keep pursuing Mr. Peterson.
6 Q. Okay. And as of February, Mr. Billingsley was
7 supportive --
8 A. Correct.
9 Q. -- of LoanGo and yourself in that position?
10 A. Yes.
11 Q. Okay. I'm going to hand you what's been marked
12 as Exhibit 6.
13 Can you identify Exhibit 6 for me, please?
14 A. This is a letter that the attorney for LoanGo
15 sent out, dated May 22nd, 2013, to investors.
16 Q. Okay. Were you aware of this letter going out?
17 A. Yes.
18 Q. What was the purpose of this letter?
19 A. To advise the investors what was going on with
20 the company and what my attempts to try to protect them
21 and the company were, basically.
22 Q. How did you know who the shareholders of the
23 company were?
24 A. We had their documents, the copies of their,
25 whatever you call them, the things they sign, the notes.

1 Q. Okay. And where did you get those?
2 A. From Mr. Billingsley.
3 Q. And how did he have them?
4 A. He met with all of them and had them sign them
5 initially. He was the only person that, between him and
6 Mr. Peterson, who were there.
7 Q. Did Mr. Billingsley keep copies of the investor
8 documents?
9 A. He gave me whatever he had, which I have scanned
10 and kept, and that's what I used to try to contact these
11 people.
12 MS. COY: Can we get copies of those?
13 MR. STEIN: You already asked for those.
14 MS. COY: Oh, did I? Just checking.
15 MR. STEIN: You can have them again.
16 MS. COY: Thank you. I like paper.
17 MR. STEIN: So just to clarify.
18 Did Mr. Billingsley give you those signed
19 documents at the time that they were signed or at some
20 later date?
21 THE WITNESS: At some later date.
22 BY MS. COY:
23 Q. Okay. All right. I'm going to give you --
24 well, since we are talking about them, let's talk about
25 the investors.

1 I'm going to hand you what's been marked as
2 Exhibit 9.
3 Can you identify Exhibit 9 for me, please? Have
4 you seen this document?
5 A. No.
6 Q. You've never seen this document?
7 A. No. I have never seen this.
8 Q. Okay. If you -- I understand that you haven't
9 seen it, but if you look at the second page of
10 Exhibit 9, Bates No. ACC000407, and the last paragraph,
11 it discusses that LoanGo, the owners of LoanGo is
12 Leaplab CEO, John Ayers, and then it kind of goes into a
13 discussion of your background. Do you see that?
14 A. Yes.
15 Q. Do you know who drafted this portion of
16 Exhibit 9? Or do you recognize the information that's
17 in Exhibit 9 that we just pointed to?
18 A. I mean, part of it looks like my bio from
19 somewhere, but otherwise, I don't know who drafted this.
20 Q. Okay. Is this information that was part of your
21 bio that you earlier told me you had provided for the
22 PPM?
23 A. I'm not sure. I don't know if this was taken
24 from my LinkedIn profile or the bio for the PPM. I'd
25 have to compare the two. Once we provide you the PPM we

1 can tell.
2 Q. Okay. But this is not the PPM for LoanGo?
3 A. No.
4 Q. Okay. If you turn over to the next page, Bates
5 No. ACC408 -- I left the zeros off -- third paragraph
6 down talks about cofounder and owner, Jeff Peterson.
7 Have you seen that information before? Or are
8 you familiar with that paragraph at all? No?
9 A. No.
10 Q. Okay. If you turn to the last page of
11 Exhibit 9, ACC409, it talks about the third partner
12 being Justin Billingsley.
13 Have you seen Mr. Billingsley's bio before?
14 A. I have never seen this bio, no.
15 Q. Okay. And if you go under investor profile, it
16 says:
17 LoanGo is seeking debt investors to fund an
18 18 percent promissory note with a 12 month term.
19 Were you familiar with that?
20 A. I know there was notes, and I know there was
21 like a 12 month and a 24 month term. I'm not sure what
22 the details were in the PPM for it though.
23 Q. Do you know what kind of interest rate the
24 promissory notes were going to pay?
25 A. That sounds about right, but I don't, I'd have

1 to review the PPM to see specifically.
2 Q. Okay. The next sentence:
3 The offering for LoanGo is being handled by the
4 wall street firm of Gilford Securities?
5 Are you familiar with Gilford Securities?
6 A. I'm familiar with the name and the connection to
7 Gilford Securities, yes.
8 Q. What was the connection with Gilford Securities?
9 A. Gary Agron's son was an -- I don't know -- he
10 had some sort of role at Gilford Securities. So
11 Mr. Peterson was trying to get Gary's son to be a part
12 of this somehow. I'm not sure how the whole -- I don't
13 know what being handled means in this context.
14 Q. Did you ever meet with Gilford Securities on
15 behalf of LoanGo?
16 A. Yeah. I met with Noah Agron, Gary's son.
17 Q. When did you meet with Noah Agron?
18 A. He came out to Arizona to do some sort of due
19 diligence checklist. I'm not sure of the date. It's
20 got to be spring of 2012, I guess.
21 Q. And what was the result of that meeting?
22 A. I don't know the exact result. He came in with
23 a checklist of things, and he was meeting with
24 Mr. Peterson most of the day. And then he came in and
25 wanted to know, like operationally, some questions. So

1 I spent time with him on that. And then he went back to
2 Mr. Peterson and left.
3 Q. Did Gilford Securities end up selling any of the
4 investments for LoanGo?
5 A. No. It was my understanding they had wanted
6 Mr. Peterson or Billingsley, Mr. Billingsley, to raise
7 money to a certain point, and then they'd review helping
8 basically.
9 Q. Did LoanGo receive any type of correspondence or
10 information, written information, on Gilford Securities?
11 Or from them, I should say.
12 A. Again, a lot of the mail went to Mr. Peterson
13 before myself or to Utah. I do have a letter from them
14 saying that they were going to withdraw doing anything
15 with LoanGo, or something along those -- I don't know
16 specifically what it said, but --
17 MS. COY: Can we get a copy of that letter?
18 (Mr. Stein nodded head.)
19 MS. COY: Thank you.
20 BY MS. COY:
21 Q. So you've never seen this and have no idea when
22 it was drafted, who drafted it --
23 A. No.
24 Q. -- or what it was purposed for?
25 A. No.

1 Q. All right. I'm going to hand you Exhibit 10.
2 Can you identify Exhibit 10 for me?
3 A. Oh, yeah. This is what I was referring to
4 earlier. This is what I was given from Mr. Billingsley,
5 I believe.
6 Q. Can you identify the name of the document,
7 please?
8 A. Subscription agreement.
9 Q. Okay. So you've seen exhibit, or at least a
10 copy of Exhibit 10 before?
11 A. Yes.
12 Q. And are you familiar --
13 MR. STEIN: Just give me one second.
14 MS. COY: Okay.
15 BY MS. COY:
16 Q. And are you familiar with Donald Smeltzer?
17 A. No.
18 Q. You've never met with Mr. Smeltzer?
19 A. No.
20 Q. Have you ever spoken with Mr. Smeltzer?
21 A. I don't think so. I spoke to a few people
22 during this restraining order thing. The attorney spoke
23 to a few. I want to say the only one I spoke to was the
24 Jordans. I want to say Mr. Smeltzer tried to contact me
25 or tried to contact the attorney, but I don't remember

1 talking to him directly.
2 Q. Okay. And if you look at the second paragraph,
3 or paragraph 1(a), of Exhibit 10. It's one-year, slash,
4 two-year, but one-year is circled. Am I correct on
5 that?
6 A. Yes.
7 Q. Okay. So it's your understanding that these
8 were going to be one-year notes, two-year notes, or
9 there was a choice?
10 MR. STEIN: Did you have an understanding?
11 THE WITNESS: I didn't see these until after --
12 I didn't have access to, basically, run, operate the
13 business anymore after Justin gave me them. So I
14 don't -- it looks, from what I see, it looks like they
15 can circle one year or two year.
16 BY MS. COY:
17 Q. Okay. Prior to that, when you and Mr. Peterson
18 and Mr. Billingsley discussed the startup of this
19 company, did you have discussions as to the type of
20 investments investors were going to be able to have?
21 Did you discuss any terms of the investors, what LoanGo
22 would offer the investors?
23 A. They told me there was some percentage that they
24 were thinking about, and to model -- if that would work
25 in the business. Other than that, I don't, I didn't

1 have a discussion. They were handling all the
2 investment pieces and legal parts of this.
3 Q. So they didn't discuss with you the term of the
4 notes, the length, or the amount of return on the notes,
5 how many investors, things like that?
6 A. If I would have had anything, it would have
7 been, maybe, the amount we anticipate paying investors,
8 we could model a financial model. But I don't ever
9 remember seeing like 18, or whatever this is, percent.
10 Q. Did you review, or have an opportunity to
11 review, a copy of Exhibit 10 before it was provided to
12 investors?
13 A. No.
14 Q. You had no role in, in drafting any of the
15 documents?
16 A. No.
17 Q. I'm going to hand you what's been marked as
18 Exhibit 14.
19 Do you recognize Exhibit 14?
20 A. No. But it says 18 percent one year promissory
21 note.
22 Q. And who is it to, or for?
23 A. Donald Smeltzer for 50,000.
24 Q. Okay. And what's the date of that document?
25 A. December 9th, 2011.

1 Q. Okay. The last page of Exhibit 14 is a copy of
2 a check, correct?
3 A. Yeah.
4 Q. Okay. And it's made out to LoanGo?
5 A. Yes.
6 Q. All right. I'm going to hand you --
7 Do you see something odd? You're making a face.
8 A. I was just looking at the date of the check, and
9 the date --
10 Q. What's the date of the check?
11 A. It says October 18th.
12 Q. And the contract is December 10th, or 9th?
13 A. Yes. Right. Yep.
14 Q. Okay. Did you -- were you aware money was being
15 raised as early as October 2011?
16 A. I don't remember the dates. I don't know.
17 Q. Okay. I'm going to hand you what's been marked
18 as Exhibit 11.
19 A. It's a subscription agreement for Patricia
20 Rowley, R-O-W-L-E-Y.
21 Q. Okay. Do you know who Ms. Rowley is?
22 A. No. I have heard the name.
23 Q. Have you ever spoken with Ms. Rowley?
24 A. Again, I don't believe so, but it could have
25 been during that restraining order time frame.

1 Q. Okay. By the way, did you sign the subscription
2 agreement at all, any of the subscription agreements?
3 A. No.
4 Q. Did you sign any of the promissory notes for
5 the, on behalf of LoanGo?
6 A. No.
7 Q. Okay. I'm going to hand you what's been marked
8 as Exhibit 19.
9 Can you identify Exhibit 19, please?
10 A. 18 percent one year promissory note to Patricia
11 Ann Rowley for 45,000.
12 Q. Okay. And you've never seen these actual
13 promissory notes prior to the investor making the
14 investment?
15 A. No.
16 Q. And were you aware that Ms. Rowley invested
17 $45,000 with LoanGo?
18 MR. STEIN: At the time she invested it?
19 BY MS. COY:
20 Q. Correct.
21 A. No. I mean, as of now I do, but no.
22 Q. Okay. I'm going hand you Exhibit 12 and 16.
23 Can you identify Exhibit 12 for me, please?
24 A. 12 is a subscription agreement for Robin
25 Erickson for 30,000.

1 Q. And do you know Robin Erickson?
2 A. No. And 16 is the 18 percent one-year
3 promissory note to Robin Erickson for 30,000.
4 Q. Okay. Looking at the second page of Exhibit 16,
5 who signed it?
6 A. Jeffrey Peterson.
7 Q. Do you recognize his signature?
8 A. Yeah. That looks like his signature.
9 Q. Okay. Have you been in a situation where you
10 would observe his signature?
11 A. I think he signed some legal stuff in our civil
12 issue.
13 Q. You've seen it before though?
14 A. Yeah. That's weird.
15 Q. Do they not look alike? You're looking at
16 Exhibit 19 and 16 and comparing signatures?
17 A. Yeah. They look similar, but...
18 MR. STEIN: So I think the question was, have
19 you, do you recognize Jeffrey Peterson's signature?
20 THE WITNESS: I mean, I think I have seen it in
21 civil, in some of the civil stuff, but I haven't, I'm
22 not a handwriting --
23 BY MS. COY:
24 Q. Okay. You couldn't -- I'm trying find out if
25 you've observed his signature enough to believe that's

1 his signature.
2 A. I mean, I'm just assuming it is his signature.
3 I'd have to look at other documents and see.
4 Q. You've never signed his name?
5 A. No.
6 Q. Okay. And you've never signed any of the
7 promissory notes?
8 A. No.
9 Q. Okay. And you never had access to these
10 documents prior to Mr. Billingsley providing them to
11 you?
12 A. Correct.
13 Q. Okay. I'm going to hand you -- I'm going to
14 hand you Exhibit 13.
15 Can you identify Exhibit 13?
16 A. Subscription agreement of Richard Goble,
17 G-O-B-L-E, for 25,000.
18 Q. Do you know Mr. Goble?
19 A. No.
20 Q. Have you ever spoken with Mr. Goble?
21 A. No.
22 Q. And you had -- you've never met Mr. Goble prior
23 to making, having him make an investment?
24 A. No.
25 Q. Okay. With the other people, other than the

1 conversations that you've indicated that you've had
2 after you, after the letter went out regarding the
3 restraining order, did you know Ms. Rowley before she
4 made an investment?
5 A. No.
6 Q. Did you know Mr. Smeltzer before he made an
7 investment?
8 A. No.
9 Q. How about Mr., Ms. Erickson? I'm not sure which
10 it is.
11 A. No.
12 Q. Okay. I'm going to hand you what's been marked
13 as Exhibit 17, however, it is not a completed promissory
14 note.
15 Do you know whose promissory note that -- oops,
16 I gave you two -- do you know whose promissory note that
17 would be?
18 A. No.
19 Q. Okay. There's no identifying information on it?
20 But it's signed by Mr. Peterson, or at least appears to
21 be signed by Mr. Peterson, correct?
22 A. Correct.
23 Q. Okay. Do you have a copy of all the promissory
24 notes in your possession?
25 MR. STEIN: How would he know?

1 BY MS. COY:
2 Q. Well, okay, let me rephrase.
3 How many promissory notes did Mr. Billingsley
4 give you, if you recall?
5 A. I don't recall. We have a -- I have copies of
6 some of these subscription agreements, and some say
7 promissory notes, but I'm not sure how many.
8 Q. Okay. Do you notice, of the ones that
9 Mr. Billingsley provided you -- and I know you're going
10 to provide them to us so we will get this answered --
11 but off the top of your head, do you remember if any of
12 those documents were not completed, such as the one in
13 Exhibit 17?
14 A. I can't recall.
15 Q. Okay. So it's not something that stuck out in
16 your mind?
17 A. No.
18 Q. Okay. I'm going to hand you what's been marked
19 as Exhibit 18, which appears to be the promissory note
20 for Mr. Goble; is that correct?
21 A. Correct. For 25,000.
22 Q. And it would be 18 percent interest?
23 A. Yes.
24 Q. And, again, you've never seen this prior to,
25 possibly, Mr. Billingsley providing it to you?

1 A. Correct.
2 Q. Okay. I'm going to hand you what's been marked
3 as Exhibit 20.
4 Can you identify Exhibit 20 for me, please?
5 A. The 18 percent, one year promissory note for
6 John Jordan for 90,000.
7 Q. Okay. And you have no preexisting knowledge of
8 Mr. Jordan?
9 A. No.
10 Q. You just met him -- at one point you indicated
11 you believe you've met he and his wife.
12 A. Yes, I have.
13 Q. Okay. Hang on to that for a second, please.
14 Now, I'm showing you what's been marked as
15 Exhibit 1, and we're going to Bates No. ACC000883. And,
16 if you recall, Exhibit 1 was LoanGo Corporation general
17 ledger.
18 A. Correct.
19 Q. Okay. And if you look at the top of their page,
20 it says total capital contribution -- I'm sorry -- it's
21 got John Jordan, and total for John Jordan is $70,000.
22 Do you see that?
23 A. Yes.
24 Q. Can you explain why the promissory note
25 indicates 90,000 and the ledger indicates 70?

1 A. No.
2 Q. Okay. And then Exhibit 2 was the ledger that
3 you indicated your bookkeeper, you believe, put
4 together?
5 A. Correct.
6 Q. Okay. And looking at Bates No. ACC894, there's
7 Investors listed 1 through 6.
8 Are any of them for $90,000?
9 A. No.
10 Q. But there is a 70,000, correct?
11 A. Correct. And if I recall, when I met him and
12 his wife, they said something about, I want to say, they
13 paid two payments of something and it came to a hundred
14 thousand, but they only actually got a note for 90,000.
15 They gave me a whole folder of like all the
16 correspondence they had been basically keeping, and I
17 copied that when I was there.
18 Q. So do you think we can get copies of
19 Mr. Jordan's documents?
20 A. Like I said, I'm, yeah, I'm trying to get
21 information. I have been trying to get information to
22 figure out what the heck has been going on.
23 But that is what came up in our conversation
24 with them, and that was one of the things that we
25 discussed at the meeting. I don't even think they

1 caught it. I saw it there. Because he was saying they
2 kept on putting 90,000 in, and I was like, well, or a
3 hundred thousand and this only said 90.
4 Q. Did you notice that with any of the other
5 investors that you have spoken to?
6 A. He was the only one I offered to meet. Because
7 he was in town with his wife, and I took them to lunch.
8 I wanted to know what their experience had been and
9 what, you know, tell them what little I could at the
10 time, what I knew.
11 Q. Okay. In your discussions with Mr. Peterson --
12 and by the way, we're not going to use 15, Exhibit 15,
13 if you wonder.
14 In your discussions at the start of, in the
15 origination of LoanGo with Mr. Peterson and
16 Mr. Billingsley, was risk on the investment ever
17 discussed?
18 A. My discussion with Mr. Peterson?
19 Q. Mr. Peterson and Mr. Billingsley, when LoanGo
20 was starting and there was a discussion of obtaining
21 investors, was there any discussion, where you were
22 present, where there was a discussion about what to tell
23 investors, what to tell investors about risk?
24 A. No.
25 Q. Okay.

1 A. Not that I was a part of.
2 Q. Do you know if Mr. Billingsley is a registered
3 securities salesman or a licensed investment advisor?
4 A. I don't know.
5 Q. Do you know if Mr. Peterson is a registered
6 securities salesman or a licensed investment advisor?
7 A. I don't know.
8 Q. All right. I'm going to hand you what's been
9 marked as Exhibit 7.
10 Have you seen Exhibit 7 before?
11 A. Yes. I believe so.
12 Q. What is Exhibit 7?
13 A. It's their meeting to remove me from the, remove
14 me as an officer, president, and secretary. That's
15 weird. They didn't say director.
16 Q. What's the date of the document?
17 A. June 7th, 2013.
18 Q. Were you invited to attend this meeting?
19 A. Yes.
20 Q. Did you attend?
21 A. No.
22 Q. But at this point -- I'm going to show you
23 Exhibit 4 and 5 -- at this point, hadn't you and
24 Mr. Billingsley, as directors, removed Mr. Peterson as
25 chairman of LoanGo?

1 A. Yes.
2 Q. Well, Exhibit 4 is November 8th of 2012, where I
3 believe it was voted to remove Mr. Peterson as chairman.
4 And he removed you in June of 2013, correct?
5 MR. STEIN: It doesn't look to me like they
6 removed him as a director.
7 MS. COY: Who?
8 MR. STEIN: That Peterson was removed as
9 chairman, but not as a director.
10 THE WITNESS: Right. It says chairman of the
11 board of directors.
12 MR. STEIN: So he was removed as the chairman of
13 the board of directors, but he was still a director.
14 And so I think what happens here is two directors. I
15 think that's right.
16 BY MS. COY:
17 Q. Okay. But if you look at the way it was signed,
18 Exhibit 7 was signed, doesn't he sign it as -- oh,
19 chairman of the meeting. Okay.
20 A. That would be Mr. Peterson.
21 Q. All right. And you were aware that meeting was
22 being held, correct?
23 A. Correct.
24 Q. And you chose not to attend?
25 A. Yeah. On the advice of my attorney. There was

1 nothing I could do.
2 Q. Okay. I don't want you telling me what your
3 attorney told you.
4 A. Okay.
5 Q. Looking at Exhibit 8. Have you seen Exhibit 8?
6 A. That's the director. Yes, I believe I saw this.
7 Q. Okay. Were you aware that this meeting was
8 taking place?
9 A. I don't know on this one.
10 Q. Okay. On Exhibit 8, can you identify what
11 Exhibit 8 is and the date of the document, please?
12 A. Sure. June 17th, 2013, a special meeting of the
13 shareholders of LoanGo Corporation, by shareholders
14 Justin Billingsley and Jeffrey Peterson.
15 Q. So you were -- this is approximately the time
16 that you are removed from control of LoanGo?
17 A. Yes.
18 Q. Okay. And, at that time, have you had any
19 further dealings with LoanGo?
20 A. No.
21 Q. Okay. So at this point you don't know the
22 status of the, of LoanGo, whether it's a current ongoing
23 business or not?
24 A. Correct.
25 Q. Okay. Do you know who Anna Moreno is?

1 A. Yes.
2 Q. Who is Anna Moreno?
3 A. It was an assistant that Mr. Peterson hired.
4 Q. Who is James Dixon?
5 A. He had no involvement with LoanGo or Leaplab.
6 He was just a member of the civil suit that Mr. Peterson
7 filed against myself and Jim Dixon. Jim Dixon was, I
8 think a founder of Sitesearch Corporation.
9 Q. Okay. And Sitesearch is listed in the lawsuit
10 with, that Mr. Peterson brought, correct?
11 A. The civil suit against myself, yes.
12 Q. Well, and yourself and a number of other
13 entities.
14 A. Yeah, correct.
15 Q. So what was Mr. Dixon's role?
16 A. Mr. Peterson never liked him, so he threw him
17 into the lawsuit. Mr. Dixon was the founder of
18 Sitesearch Corporation. I never met Mr. Dixon until we,
19 until Mr. Peterson basically resigned as CEO and
20 chairman of Leaplab Corporation.
21 Q. Okay. How did Sitesearch fit in with Leaplab?
22 A. Okay. When I met Mr. Peterson, he said that he
23 knew how to raise money through, you know, public and
24 private ways, I guess. So he's like, well, you have a
25 great business, I want to learn more, but why don't we

1 take this public entity I have, called Sitesearch, which
2 really doesn't have any money or operations left, and do
3 a share exchange agreement with your company, who is
4 profitable, to use that as a vehicle that I can go out,
5 I, meaning Mr. Peterson, can go out and raise money for
6 it.
7 Q. Wait a minute. So he would raise money for
8 Leaplab or Sitesearch?
9 A. Well, we did a share exchange agreement where
10 Sitesearch renamed itself Leaplab Corporation.
11 Q. Okay.
12 MR. STEIN: So there's Leaplab, LLC and Leaplab
13 Corporation.
14 BY MS. COY:
15 Q. Okay. And if we look -- we looked at the
16 articles of incorporation from the Secretary of State in
17 Nevada, and it was James Dixon's, appeared to be he was
18 an officer or director of Sitesearch.
19 A. Currently, as of now, as of, oh, probably a year
20 ago, yes.
21 Q. Okay. So Mr. Peterson and Mr. Dixon knew each
22 other prior through Sitesearch?
23 A. Yes.
24 Q. But Mr. Dixon had nothing to do with LoanGo?
25 A. Correct.

1 Q. And had nothing to do with Leaplab until the
2 renaming?
3 A. He had nothing to do with LoanGo. And then,
4 basically, I spent -- it's kind of a long, long story
5 leading up to things like fraud that I found
6 Mr. Peterson committing with Leaplab and -- is when -- I
7 confronted him when he resigned as CEO, and then -- as
8 CEO of Leaplab Corporation -- and then I spent the next
9 six to eight months basically working to get my company
10 back privately from the share exchange agreement that
11 occurred.
12 So this is all within like, basically, we
13 consummated a deal late 2011. He stopped showing up at
14 the office. I mean, I found out the company is loaded
15 with debt, the accounting records are nonexistent, or
16 not there.
17 Q. For which entity? Sitesearch?
18 A. For Leaplab -- for Sitesearch.
19 Q. Okay.
20 A. So I'm like left with all this stuff, and then
21 found out he's, basically had started a competing entity
22 using our developers in Mexico. I know you don't want
23 to hear this, so I'm trying keep it short. I confronted
24 him about that and some promissory notes we found out
25 that we didn't know existed before we did the deal that

1 he claimed he went to our controller and said put these
2 on the books. And then the last thing was he tried to
3 hire our CMO, that I had just hired, to work for his
4 competing entity that he was competing directly against
5 with Leaplab.
6 So anyway, I confront him with all this. He
7 turns all red, gets angry, shuts off all our servers,
8 which kills our business for about a week, until we get
9 control, we get them running again, but he still has
10 ultimate control. Then I -- all our development is in
11 Mexico, in an office that, basically, he set up with a
12 CTO that he controls. So I had to go down there and
13 figure out a way so get rid of, you know, fire all those
14 people and get control of the technology. So I spent
15 about a month, from May to mid June, doing that.
16 In combination, I was worried about LoanGo. So
17 at the time I went to Mexico, because he shut off all
18 the books of LoanGo, of all the, not the books, the
19 transfers, so we basically had to stop doing business.
20 And I was afraid he was either going to, one, continue
21 to raise money and ship it to the Philippines, or two,
22 just take whatever money is there.
23 So in June, when I went to Mexico, at the same
24 time I was trying to get back all our software systems
25 that were under control of our developers in Mexico, I

1 had the other Bank of America account set up and --
2 because I, according to the director of the operating
3 agreement, I could set up new bank accounts -- and at
4 the same time we were down there, we basically moved
5 whatever funds were left over in LoanGo to the new bank
6 accounts to protect them. So it was, I don't know,
7 sometime in June.
8 So after that, I didn't want to sue the guy
9 because he's very litigious, and he warned me numerous
10 times that he's been in over a hundred lawsuits, never
11 lost, and he is politically connected. He raised money
12 for Don Bivens. He threatened me a few times about
13 litigation. I didn't do anything with them, I just
14 wanted to protect what I could that was left, which was
15 LoanGo and my company that I started.
16 So I spent six months trying to unwind the
17 fraudulent deal with his public companies, which is when
18 I met Mr. Dixon, or reached out to him. And he wanted,
19 he was like, well, you know, Mr. Peterson threw me out
20 of Sitesearch, so if I can help you, I'd be happy to.
21 So he did that. We tried to do what we could with
22 LoanGo, and I tried to coordinate with Mr. Billingsley
23 to do that.
24 And in March of the next year, I get served 17
25 counts of a complaint from Mr. Peterson, and all my

1 entities, because at that point, I had, you know,
2 questioned him about these transfers. Since he didn't
3 respond in January of that year, I had the accountant --
4 which of course, no one thought about doing, filing
5 taxes -- had paid him and had him file a tax return.
6 But he had to issue a 1099 to Mr. Peterson, because we
7 never knew what that money was for.
8 So, you know, all these things just made him mad
9 enough to, and want to bury his corporation that he
10 raised money for that he was trying to dump on me
11 initially, and he filed this civil complaint that he
12 knew I couldn't withstand financially.
13 Q. Who is Luis Ramirez?
14 A. He was a person that Jeff Peterson brought into
15 my company who, suggested that I hire as a marketing and
16 train as a marketing guy, which I did. I ended up
17 giving him a car personally because he couldn't get to
18 work. Then I ended up financing another vehicle because
19 that car that I gave him blew up, basically.
20 And he's now working for Mr. Peterson still. He
21 stopped making payments on the note as soon as Mr.
22 Peterson filed the civil compliant, and he testified
23 against me in the restraining order saying things that I
24 wouldn't say to anybody.
25 Q. What is Del Mar Servicing?

1 A. It's an entity that never did anything, but I
2 was trying to set up, basically, another lending entity
3 after all this happened.
4 MS. COY: Okay. Do you have anything?
5
6 EXAMINATION
7 BY MS. GYGAX:
8 Q. On Heather, if that's a correct spelling, he was
9 going to get the phone -- if, her approximate age, if
10 you have an address. Katrina, I don't know her last
11 name, same information, and Jeff Johnson?
12 And when you referred to fluff accounts, are
13 you, sweep accounts is that -- you said you were
14 referring to accounts.
15 MR. STEIN: You made a deposit that they held on
16 to for the funding of loans.
17 THE WITNESS: Oh, yeah. To Billing Tree that
18 basically required, like a reserve account is what they
19 called it.
20 BY MS. GYGAX:
21 Q. Was the money passed through and then out to
22 something else, or --
23 A. Yeah. They required a deposit. So anytime
24 where you're transferring money back and forth, I guess,
25 they're at risk. So I want to say it was like a $35,000

1 reserve account that they held. It was almost like a
2 trust account.
3 Q. Okay. So it was a trust account?
4 A. I don't know what you call it, but it was a
5 reserve account. I don't know. We got that money back.
6 Q. Bank of America?
7 A. No. That was Billing Tree.
8 Q. Oh, Billing Tree.
9 A. Right.
10 Q. If you know, if you happen to know, as far as
11 Billing Tree and the advance loans as far as the
12 software --
13 A. Oh, advance loans is EPIC Loan Systems. Just
14 thought of it.
15 Q. Okay. EPIC Loan.
16 And so who set those up? And was that done
17 online?
18 A. I believe the contract was signed by
19 Mr. Billingsley. And I was trained on it a little bit,
20 but it was mainly Jeff Johnson and Katrina that were
21 trained on the software.
22 Q. And those are the ones that are listed --
23 A. Yeah. And Katrina's last name is Orendain,
24 O-R-E-N-D-A-I-N, I believe.
25 Q. And you said you had Heather's phone number?

1 MS. COY: Well, we'll --
2 MR. STEIN: Why don't you give me a list.
3
4 FURTHER EXAMINATION
5 BY MS. COY:
6 Q. Yeah. Just for the record, I'll go through --
7 you've agreed to produce the PPM; the Skype
8 conversations between you and Mr. Peterson; the contact
9 for Heather Holloway, Katrina Orendain --
10 A. Orendain.
11 Q. -- and Jeff Johnson; the board, any other board
12 meetings, minutes; correspondence in response to the
13 October 30th letter that, 2012, that you sent to
14 Mr. Peterson asking for an accounting; the file that
15 Mr. Jordan brought in; and the correspondence with
16 Gilford Securities.
17 A. Okay.
18 Q. Okay. When's the last contact you've had with
19 Mr. Billingsley?
20 A. Probably March, late February, of 2013.
21 Q. Okay. Was that when he testified against you?
22 A. I didn't talk to him when he testified against
23 me.
24 Q. Okay. You haven't spoken to him since then?
25 A. Correct.

1 Q. So you haven't confronted him about what
2 happened that changed his mind?
3 A. It was obvious on the stand what he said. I
4 mean, we have the transcript. If you want to see that
5 as well, I'd be happy to share that with you.
6 Q. Of the transcript from the temporary restraining
7 order?
8 A. Correct.
9 Q. Okay.
10 MR. STEIN: So I think it's actually the
11 transcript from the injunction against harassment. I
12 mean, I'm trying keep those things separate.
13 THE WITNESS: Yeah. I don't know the
14 terminology.
15 MR. STEIN: Can I get copies of those documents?
16 MS. COY: No.
17 MR. STEIN: No?
18 MS. COY: And we will talk about it. Let's
19 get --
20 Did you have any questions you wanted him to
21 respond to on the record?
22 MR. STEIN: No.
23 MS. COY: Okay. Then the record is done.
24 (The examination under oath concluded at
25 12:11 p.m.)

1 STATE OF ARIZONA)
COUNTY OF MARICOPA)
2
BE IT KNOWN that the foregoing proceedings were
3 taken before me; that the witness before testifying was duly sworn by me to testify to the whole truth; that the
4 foregoing pages are a full, true, and accurate record of the proceedings all done to the best of my skill and
5 ability; that the proceedings were taken down by me in shorthand and thereafter reduced to print under my
6 direction.

7 I CERTIFY that I am in no way related to any of the parties hereto nor am I in any way interested in the
8 outcome hereof.

9 I CERTIFY that I have complied with the ethical obligations set forth in ACJA 7-206(F)(3) and ACJA
10 7-206 (J)(1)(g)(1) and (2). Dated at Phoenix, Arizona, this 9th day of November, 2014.
11
12 Karen L. Kessler
13 KAREN L. KESSLER
Certified Reporter
14 Arizona CR No. 50821

15
I CERTIFY that Coash & Coash, Inc., has complied
16 with the ethical obligations set forth in ACJA 7-206 (J)(1)(g)(1) through (6).
17
18
19
20
21
22
23
24 COASH & COASH, INC.
Registered Reporting Firm
25 Arizona RRF No. R1036

Bank of America Legal Order Processing
RE: Reference # D052714000095
Court Case number: 8480
Court or Issuer: ARIZONA CORPORATION COMMISSION
Court Case Name: LOANGO

AFFIDAVIT OF BANK OF AMERICA BANK OFFICER AND/OR CUSTODIAN OF RECORDS

Before me, the undersigned authority, personally appeared,
Desiree Valentine
Who, being duly sworn by me, deposes and says as follows:

1.) **Authority.** I, Desiree Valentine, am a duly authorized bank officer and/or custodian of the records of Bank of America N.A with authority to execute this affidavit and certify to the authenticity and accuracy of the records produced with this affidavit.

2.) **Records.** The records produced herewith by Bank of America, N.A. are original documents or are true copies of records of a regularly conducted banking activity that:

a.) Were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;

b.) Were made and kept in the course of regularly conducted banking activity by Bank of America, N.A. personnel or by persons acting under their control; and

c.) Were made and kept by the regularly conducted activity of Bank of America N.A. as a regular practice, on or about the time of the act, condition, or event recorded.

Additional Comments:

- **Bank statements and signature card for account ending in 7697 in the name of Loango Corporation for the time frame of account opening April 2012 to account closure June 2012.**
- **Bank statements and signature card for account ending in 2955 in the name of Loango Corporation for the time frame of July 2011 to May 2014.**
- **Bank statements and signature card for account ending in 2939 in the name of Loango Corporation for the time frame of July 2011 to account closure June 2012.**
- **Bank statements and signature card for account ending in 2776 in the name of Compass Estate Planning, LLC for the time frame of July 2011 to account closure August 2012.**
- **Bank statements and signature card for account ending in 3296 in the name of Compass Estate Planning, LLC for the time frame of July 2011 to May 2014.**

EXHIBIT
S-40
ADMITTED

3.) **Production.** *(Select One)*

_____The records produced herewith (together with any banking records produced by Bank of America N.A. previously in response to the subject request, order, or subpoena) constitute a complete production of bank records responsive to the subject request order or subpoena (or a complete production under the terms of a subject request, order, subpoena as subsequently limited by the issuer).

OR

_____ A thorough search has been conducted and no records could be located that are responsive to the subject request, order, or subpoena.

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

Date: 6/17/2014 Signature: _____

The above named Bank of America N.A. bank officer and/or custodian of records is known to me (or satisfactorily proven) to be the person who subscribed the within document and acknowledged to me that he/she executed the same for the purposes stated there in.

__✓__ Signer is personally known to me.

_____ Signer has produced the following identification: _____

Sworn to and subscribed before me this 17th day of June 2014. In witness thereof I have set my hand and official seal.

_____
Signature of Notary Public in and for
State of DE
City/County of Newark/ New Castle
My Commission Expires _____

DESIREE EMMA ATTIX
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Dec. 30, 2015

JOHN C JORDAN
[redacted] WA [redacted]

1024
91-527/1221 2709
[redacted]

February 19, 2012
DATE

PAY TO THE ORDER OF Loango $ 70,000 -

Seventy Thousand no/100 DOLLARS

Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR

John C. Jordan

⑆122105278⑆ [redacted] 01024 ⑈0007000000⑈

Deposit to Acct #

[redacted]

2939

0033 A 0 1 7
Credited To The Account Of
The Within Named Payee
Endorsement Guaranteed
Bank of America, N.A.

FEB 21

BANK OF AMERICA, NA TRE
⑈1220004614 E3108 94 705
02/21/12

3150003293

ACC003355
FILE #8480

EXHIBIT
S-41
ADMITTED

JOHN C JORDAN
[redacted] WA [redacted]

1027
91-527/1221 2709
[redacted]

4/6/12
DATE

PAY TO THE ORDER OF Loan Co $ 30,000.00

Thirty Thousand no/100 DOLLARS

Security Features Details on Back

WELLS FARGO
Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR

John C Jordan III

⑆122105278⑆ [redacted] ⑈ 01027 ⑈0003000000⑈

Deposit to
[redacted] 2955

Credited To The Account Of
The Within Named Payee
Endorsement Guaranteed
Bank of America, N.A.

00042 425 [illegible]

BANK OF AMERICA,NA TPE
[illegible] E2921 94 PAS
04/13/12
315054499

APR 13 [illegible]

ACC003356
FILE #8480

EXHIBIT
S-42
ADMITTED

Sep. 20. 2016 11:05AM Beaver Island Rural Health Ctr No. 0362 P. 2

<< Back

John or Patricia Rowley
[redacted]
Ph [redacted]
[redacted] MI [redacted]

74-8187/2724 5604

Date 10/5/11

Pay to the order of Loango $ 45,000

Forty Five Thousand & 00/100 Dollars

EDUCATIONAL COMMUNITY CREDIT UNION
1551 S 9TH ST
KALAMAZOO, MI 49009-9459

The Lord is my rock and my fortress... Psalms 18:2

For

Pat Rowley

⑆272481871⑆ [redacted]5467⑈ 5604 ⑈0004500000⑈

R&T#: 272481871 Account#: 710730305467 Draft#: 5604 Amount$: 45,000.00 Date: 10/7/2011 Sequence: 99508707

ENDORSE HERE
FOR DEPOSIT ONLY

Credited To The Account Of
The Within Named Payee
Endorsement Guaranteed
Bank of America, N.A.
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

OCT-6 ... 11

BANK OF AMERICA,NA TPE
⑆122000661⑆ E3152 94 P05
10/06/11
3250490126

*FEDERAL RESERVE BANK REGULATION CC
THE SECURITY FEATURES LISTED BELOW, AS WELL AS THOSE NOT LISTED EXCEED INDUSTRY GUIDELINES
SECURITY FEATURES
Microfiber Signature Line
Security Screen
RESULTS OF DOCUMENT ALTERATION
• Signature is not Dependent on Account
• Account is not Dependent on Signature
• Amount of Original Document Verbiage on Back of Check

R&T#: 272481871 Account#: [redacted]5467 Draft#: 5604 Amount$: 45,000.00 Date: 10/7/2011 Sequence: 99508707

Attention: Ag Corp Comm

EXHIBIT
S-43
ADMITTED

ACC003358
FILE #8480

Print Close

Re: PPM update

From: **gaa@**[redacted]
Sent: Fri 7/15/11 4:51 AM
To: John Ayers (jayers@[redacted]); Jeff Peterson (jpjp@[redacted]); Gary Agron (gaa@[redacted])

John. I had bypass surgery on wednesday. I'm going to be in the hospital into next week. Then we'll get a final draft out to you.

Sent via BlackBerry by AT&T

From: John Ayers <jayers@[redacted]>
Date: Thu, 14 Jul 2011 13:47:25 -0700
To: Gary Agron<gaa@[redacted]>
Subject: PPM update

Any updates on the PPM ? Do you think we will have it before the weekend?

John

EXHIBIT
S-44
ADMITTED

Print Close

Re:

From: **gaa@**[redacted]
Sent: Mon 7/25/11 11:01 AM
To: John Ayers (jayers@[redacted]); Gary Agron (gaa@[redacted]); Jeff Peterson (jpjp@[redacted])

John. You can sign the version Stephan sent to me last week. Please send me a signed copy by scan or fax. The fax is 303 770 7257.

As for the Loango PPM, just let me know if there's anything else I need to do. If it's good to go, I'll hook you up with a printer here who can file the Form D with the SEC (it's electronic now) for the ppm. That is a required filing and there is a few days lead time on it.

Sent via BlackBerry by AT&T

From: John Ayers <jayers@[redacted]>
Date: Mon, 25 Jul 2011 10:40:34 -0700
To: Gary Agron<gaa@[redacted]>
Subject: Re:

Ok perfect. Do you want to send it over or can we sign the same version we have on file

On 7/25/11 10:28 AM, "Gary Agron" <gaa@[redacted]> wrote:

> Oh and by the way, the Leaplab agreement with Stephan Demuth's additions is approved by me and ready to sign too.
>
> Gary A. Agron
> [redacted], [redacted]
> [redacted], CO [redacted]
> Office: [redacted]
> Cell [redacted]
> Fax: [redacted]
>
> **From:** John Ayers [mailto:jayers@[redacted]]

EXHIBIT
S-45
ADMITTED

Sent: Monday, July 25, 2011 10:40 AM
To: Gary Agron
Subject: Re:

Great to hear Gary! Did we get the final PPM draft ?

John

On 7/25/11 9:38 AM, "Gary Agron" <gaa@[redacted]> wrote:
I'm back in the office and rarin' to go. :-)
Sent via BlackBerry by AT&T

No virus found in this message.
Checked by AVG - www.avg.com <http://www.avg.com>
Version: 10.0.1390 / Virus Database: 1518/3787 - Release Date: 07/25/11

LEAPlab

John Ayers
Founder, Barista & Chairman
direct; ([redacted]) [redacted]
free: [redacted]
skype: [redacted]

CONNECT with me:
twitter: [redacted]
LinkedIn: [redacted]

Bank of America

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

Statement Period
12/01/11 through 12/31/11
E0 E PB EB 43 0031529

Account Number 2955

31333 E01 SCM999 0

LOANGO CORPORATION
[redacted] UT [redacted]

Our Online Banking service allows you to check balances, track account activity 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

Deposit Accounts

Business Economy Checking

LOANGO CORPORATION

Your Account at a Glance

Account Number	2955	Statement Beginning Balance	$84,561.54
Statement Period	12/01/11 through 12/31/11	Amount of Deposits/Credits	$0.00
Number of Deposits/Credits	0	Amount of Withdrawals/Debits	$44,163.80
Number of Withdrawals/Debits	16	Statement Ending Balance	$40,397.74
Number of Deposited Items	0		
		Average Ledger Balance	$59,985.20
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 he monthly maintenance fee on your business checking account.

Confidential
Wendy Coy
WCOY@azcc.gov
inter123 11/18/2014 09:40 AM

EXHIBIT
S-46
ADMITTED

INTER000208

ACC003072
FILE #8480

LOANGO CORPORATION

Account Number 2955

Withdrawals and Debits

Other Debits

Date Posted	Amount ($)	Description	Bank Reference
12/05	12,129.36	Wire Type:Fx Out Date:111206 Time:0926 Et Trn:2011120500139359 Fx:Php 500000.00 41.2223 Bnf:Infobenefit Corporation ID:004858013633 Bnf Bk:Banco DE Oro Unibank, I ID:Bnorphmm Pmt Det:69911828 /Fxref/Te-3-33-105241678	903712050139359
12/05	35.00	Wire Transfer Fee	903712050094350
12/07	15.00	Online Business Suite Acct Mgmt Services	943212070107918
12/08	325.00	Counter Debit	813003150922405
12/14	250.00	Billingtree Des:8772439724 ID:626282 Indn:Loango Corporation Co ID:42-1578037 Ccd	902548009491840
12/15	15,000.00	Wire Type:Book Out Date:111215 Time:1310 Et Trn:2011121500215072 Related Ref:70406964 Bnf:Compass Estate Planning, L ID:004371853296	903712150215072
12/15	25.00	Wire Transfer Fee	903712150102028
12/16	4,801.08	Wire Type:Fx Out Date:111219 Time:1456 Et Trn:2011121600233436 Fx:Php 200000.00 41.6573 Bnf:Infobenefit Corporation ID:004858013633 Bnf Bk:Banco DE Oro Unibank, I ID:Bnorphmm Pmt Det:70477490 /Fxref/Te-3-2-107741900	903712160233436
12/16	35.00	Wire Transfer Fee	903712160098248
12/19	478.63	Wire Type:Fx Out Date:111220 Time:1630 Et Trn:2011121900276916 Fx:Php 20000.00 41.7855 Bnf:Infobenefit Corporation ID:004858013633 Bnf Bk:Banco DE Oro Unibank, I ID:Bnorphmm Pmt Det:70567090 /Fxref/Te-3-33-108248604	903712190276916
12/19	35.00	Wire Transfer Fee	903712190097280
12/21	4,810.98	Wire Type:Fx Out Date:111223 Time:1711 Et Trn:2011122100286588 Fx:Php 200000.00 41.5716 Bnf:Infobenefit Corporation ID:004858013633 Bnf Bk:Banco DE Oro Unibank, I ID:Bnorphmm Pmt Det:70678468 /Fxref/Te-3-28-108752755	903712210286588
12/21	35.00	Wire Transfer Fee	903712210095279
12/28	6,000.73	Wire Type:Fx Out Date:111229 Time:0603 Et Trn:2011122800092303 Fx:Php 250000.00 41.6616 Bnf:Infobenefit Corporation ID:004858013633 Bnf Bk:Banco DE Oro Unibank, I ID:Bnorphmm Pmt Det:70906306 /Fxref/Te-3-32-109919230	903712280092303
12/28	35.00	Wire Transfer Fee	903712280094062
Card Account #		**6601:**	
12/07	153.02	CheckCard 1206 Purl Communications Llc	917412060431715
Subtotal	**153.02**		

Daily Ledger Balances

Date	Balance ($)	Date	Balance ($)	Date	Balance ($)
12/01	84,561.54	12/14	71,654.16	12/21	46,433.47
12/05	72,397.18	12/15	56,629.16	12/28	40,397.74
12/07	72,229.16	12/16	51,793.08		
12/08	71,904.16	12/19	51,279.45		

Confidential
WCC-SEC-GOV
Inter 13 1,38714 06:40 PM

0031531

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 calendar 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

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Investor Copy
Nov 23 2014 06:40 AM