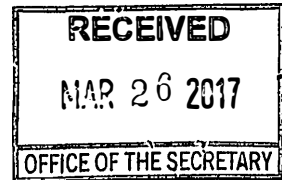


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UNITED STATES OF AMERICA
Before the
UNITED STATES SECURITIES AND EXCHANGE COMMISSION

ADMINISTRATIVE PROCEEDING
File No. 3-18271

In the Matter of

JEFFREY D. SMITH,
JOSEPH CARSWELL and
MICHAEL W. FULLARD

Respondents.

MOTION BY DIVISION OF
ENFORCEMENT FOR A FINDING
THAT RESPONDENTS ARE IN
DEFAULT AND FOR IMPOSITION
OF REMEDIAL SANCTIONS

TABLE OF CONTENTS

TABLE OF AUTHORITIESII

I. BACKGROUND1

II. THE FRAUDULENT OFFERING.....2

 A. Introduction.....2

 B. The Investment By James Sarver.....4

 C. The Investment By TALC Properties LLC.....5

 D. The Investment By Vajra Energy Limited.....7

 E. The Investment By Jose Yenny8

III. ARGUMENT9

 A. The Respondents Failed To Answer After Properly Being Served, And Are In Default.....9

 B. The Facts Alleged In The OIP Must Be Deemed True.....10

 C. The Appropriate Remedial Sanctions That Should Be Imposed Upon The Respondents In This Case.....11

 1. The Respondents’ Violations Were Egregious14

 2. The Respondents’ Violations Were Recurrent17

 3. The Respondents Acted With High Scienter17

 4. The Respondents Have Made No Assurances Against Future Violations.....17

 5. The Respondents Have Not Recognized The Wrongful Nature Of Their Conduct18

 6. There Is A Likelihood That the Respondents Will Have Opportunities For Future Violations.....18

 7. The Violations Are Sufficiently Recent.....18

 8. Investors Were Significantly Harmed.....18

 9. Administrative Sanctions Will Have A Deterrent Effect.....18

IV. CONCLUSION.....20

TABLE OF AUTHORITIES

Cases

In the Matter of Bernath,
Initial Decision Release No. 993 at 4, 2016 SEC LEXIS 1222 (April 4,
2016)..... 11

In the Matter of Bugarski,
Exchange Act Release No. 66842, 2012 SEC LEXIS 1267 (Apr. 20, 2012)... 12, 18

In the Matter of Melton,
56 S.E.C. 695, 2003 SEC LEXIS 1767 (July 25, 2003)..... 12, 18

In the Matter of Schield Mgmt Co.,
58 S.E.C. 1197, 2006 SEC LEXIS 195 (Jan. 31, 2006)..... 12

In the Matter of Siris,
Exchange Act Rel. No. 71068, 2013 SEC LEXIS 3924 (Dec. 12, 2013) 12

Jeffrey D. Smith, Admin. Proc. Rulings Release No. 5279, 2017 SEC LEXIS 3882
(Dec. 6, 2017)..... 1

Jeffrey D. Smith, Admin. Proc. Rulings Release No. 5432, 2018 SEC LEXIS 613
(Feb. 27, 2018) 1, 9, 10

Jeffrey D. Smith, Admin. Proc. Rulings Release No. 5462, 2018 SEC LEXIS 93
(Jan. 12, 2018)..... 1, 9

Jeffrey D. Smith, Admin. Proc. Rulings Release No. 5523, 2018 SEC LEXIS 225
(Jan. 24, 2018)..... 1, 10

Jeffrey D. Smith, Admin. Proc. Rulings Release No. 5569, 2018 SEC LEXIS 374
(Feb. 6, 2018) 1

Steadman v. SEC,
603 F.2d 1126 (5th Cir. 1979)..... 11, 12, 13

Federal Statues

Securities Act of 1933

Section 17(a)

[15 U.S.C. § 77q(a)]..... 1, 2, 10, 12, 18

Securities Exchange Act of 1934

Section 10(b)

[15 U.S.C. § 78j(b)] 1, 2, 10, 12, 18

Section 15(a)

[15 U.S.C. § 78o] 1, 2, 10, 12, 18

Section 15(b)

[15 U.S.C. § 78o] 1, 10

Section 15(b)(6)

[15 U.S.C. § 78o] 2, 11

Federal Regulations

Rule 10b-5

[17 C.F.R. § 240.10b-5] 1, 2, 10, 12, 18

Securities and Exchange Commission Rules of Practice

Rule 141(a)(2)(i) 9

Rule 155(a) 9, 10, 12

Rule 155(a)(2) 2

Rule 220(f) 2, 10, 12

Rule 310 10

INDEX OF EXHIBITS TO MOTION

EXHIBIT A: Complaint Securities and Exchange Commission v. Jeffrey D. Smith d/b/a Atlanta Capital LLC a/d/b/a Capital Funding LLC., Joseph Carswell d/b/a Atlanta Capital LLC a/d/b/a Capital Funding LLC., and Michael W. Fullard, Civil Action Number 1:16-CV-4171-TWT (United States District Court for the Northern District of Georgia)

EXHIBIT B: Declaration of William S. Dixon

EXHIBIT C: Declaration of James Sarver

EXHIBIT D: Declaration of Jayson Colavalla

EXHIBIT E: Investigative Testimony of Keisha Renee Perry and Exhibits Thereto

EXHIBIT F: The Perry Law Group 07/15/2013 Fund Disbursement Log

EXHIBIT G: Knox Corporation 12/31/2012 BB&T Account Statement

EXHIBIT H: Knox Corporation 01/31/2013 BB&T Account Statement

EXHIBIT I: Vajra Energy Limited Escrow Agreement

EXHIBIT J: Final Judgment Securities and Exchange Commission v. Jeffrey D. Smith d/b/a Atlanta Capital LLC a/d/b/a Capital Funding LLC., Joseph Carswell d/b/a Atlanta Capital LLC a/d/b/a Capital Funding LLC., and Michael W. Fullard, Civil Action Number 1:16-CV-4171-TWT (United States District Court for the Northern District of Georgia)

EXHIBIT K: Corrected Final Judgment Securities and Exchange Commission v. Jeffrey D. Smith d/b/a Atlanta Capital LLC a/d/b/a Capital Funding LLC., Joseph Carswell d/b/a Atlanta Capital LLC a/d/b/a Capital Funding LLC., and Michael W. Fullard, Civil Action Number 1:16-CV-4171-TWT (United States District Court for the Northern District of Georgia)

I. BACKGROUND

On October 31, 2017, this matter was instituted pursuant to Section 15(b) of the Securities Exchange Act of 1934 (“Exchange Act”). Michael W. Fullard (“Fullard”) was served with the Order Instituting Proceedings (“OIP”) on November 26, 2017; Joseph Carswell (“Carswell”) was served with the OIP on December 13, 2017; and, Jeffrey D. Smith (“Smith”) was served with the OIP on February 5, 2018. *Jeffrey D. Smith*, Admin. Proc. Rulings Release No. 5279, 2017 SEC LEXIS 3882, at *1 (Dec. 6, 2017); *Jeffrey D. Smith*, Admin. Proc. Rulings Release No. 5462, 2018 SEC LEXIS 93, at *1 & n.1 (Jan. 12, 2018); *Jeffrey D. Smith*, Admin. Proc. Rulings Release No. 5432, 2018 SEC LEXIS 613, at *3 (Feb. 27, 2018). *See also* Division of Enforcement’s Response to Order Requiring It to File Supplemental Declaration Regarding Status of Service on Jeffrey D. Smith (February 22, 2018). They each had twenty days to file an answer, but failed to do so. Carswell and Fullard also failed to contact Judge Elliot’s office by January 19, 2018, to provide their availability for a telephonic prehearing conference, as they were ordered to do. Furthermore, Carswell and Fullard failed to show cause, by February 5, 2018, and Smith failed to show cause, by March 9, 2018, why they should not be found in default and have this proceeding determined against them. *Jeffrey D. Smith*, Admin. Proc. Rulings Release No. 5523, 2018 SEC LEXIS 225, at *1 (Jan. 24, 2018); *Jeffrey D. Smith*, Admin. Proc. Rulings Release No. 5569, 2018 SEC LEXIS 374, at *3 (Feb. 6, 2018); *Jeffrey D. Smith*, Admin. Proc. Rulings Release No. 5432, 2018 SEC LEXIS 613, at *4 (Feb. 27, 2018).

These proceedings result from a District Court action that the Commission previously filed against the Respondents. Specifically, on November 8, 2016, a Complaint for Injunctive and Other Relief was filed against Smith, Carswell and Fullard, alleging that they engaged in a variation of a prime bank scheme and fraudulently obtained money from investors, in violation of Section 17(a) of the Securities Act of 1933 (“Securities Act”), Section 10b of the Securities

Exchange Act of 1934 (“Exchange Act”) and Rule 10b-5 thereunder, and Section 15(a) of the Exchange Act. *See* Exhibit A (Complaint); *see also* Exhibit B (Declaration of William S. Dixon (“Dixon Decl.”)), ¶ 18. The Complaint alleged that Smith and Carswell engaged in securities fraud, and that Smith, Carswell and Fullard acted as unregistered broker dealers. *See* Exhibit A (Complaint).

On October 11, 2017, a Final Judgment was entered by default against Smith, Carswell and Fullard, permanently enjoining Smith and Carswell from future violations of Section 17(a) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, and Smith, Carswell and Fullard from future violations of Section 15(a) of the Exchange Act. *See* Exhibit J (Final Judgment). A corrected Final Judgment was entered on December 20, 2017. *See* Exhibit K (Corrected Final Judgment); *see also* Exhibit B (Dixon Decl.), ¶ 18.

Accordingly, the Division now moves pursuant to Rules 155(a)(2) and 220(f) for a finding that the Respondents are in default, and the imposition of remedial sanctions. The Division submits that the Respondents should be barred from associating with a broker, dealer, investment advisor, transfer agent, nationally recognized statistical rating organization (NRSRO), or investment company, and be barred from participating in any offering of penny stock, including acting as a promoter, finder, consultant, agent or other person, or inducing or attempting to induce the purchase or sale of penny stock, pursuant to Section 15(b)(6) of the Exchange Act.

II. THE FRAUDULENT OFFERING

A. Introduction

In 2012 and 2013, Smith and Carswell, using two fictitious companies (Atlanta Capital LLC and Capital Funding, Inc.), defrauded at least four known investors out of approximately

\$750,000, by representing that they would use investor funds to procure various instruments (medium term notes, bank guarantees and standby letters of credit) for them worth millions of dollars. *See* Exhibit B (Dixon Decl.), ¶ 2. Fullard acted as a finder for Smith and Carswell, and referred at least one victim investor to them. *Id.*

Investors were told that those instruments would be “monetized”, and that several million dollars of the monetized proceeds would be loaned to investors in the form of non-recourse loans. *Id.*, ¶ 3. Further, investors were told that the balance of the monetized proceeds would be invested in instruments such as debentures, which would be traded in a manner that would produce returns of as much as 35% per week. *Id.* Investors were also told that those returns would be used to pay off investors’ loans, and that the transactions were risk-free. *Id.*

After money was received from investors, it was disbursed by Keisha Perry, Esq., the escrow agent, to Smith, Carswell and Fullard, and individuals or entities connected to them, often shortly after it was received. *Id.*, ¶¶ 4 & 8. *See* Exhibit E (Investigative Testimony of Keisha Perry (“Perry Testim.”)), and Exhibits 14, 18 (4/26/13 disbursement log), & 21 thereto; *see also* Exhibit F. The Commission’s staff could not find any evidence that investor funds had been used to purchase or invest in any instruments. *See* Exhibit B (Dixon Decl.), ¶ 4. None of the investors received the rates of return they were promised by Smith and Carswell. *See* Exhibit C (Sarver Decl.), ¶ 16; *see also* Exhibit D (Colavalla Decl.), ¶ 29; Exhibit B (Dixon Decl.), ¶ 5. None of the investors received standby letters of credit, other instruments or loans from Smith, Carswell or Fullard. *Id.* Moreover, none of the investors were successful in recovering more than a small portion of their investment proceeds from the Respondents. *Id.* Their transactions were not risk-free. *Id.*

As is explained in more detail below, the total amount of money that was sent by the four investors, Mr. Sarver, TALC Properties, Vajra and Mr. Yenny, to Ms. Perry was \$749,970. The total amount of money that was sent to or on behalf of Smith from these investments was \$374,500. The total amount of money that was sent to or on behalf of Carswell from these investments was \$295,820. The total amount of money that was sent to or on behalf of Fullard from these investments was \$23,000. The total amount of money that was sent to or on behalf of others from these investments was \$34,000. The total amount of money that Ms. Perry kept from these investments for her commissions and fees was \$22,650. *See* Exhibit E (Perry Testim.) and Exhibits 14, 18 (4/26/13 disbursement log) & 21 thereto; *see also* Exhibit F.

B. The Investment By James Sarver

James Sarver, who was identified as “Individual Investor 1” in the Complaint, was told by Carswell that Carswell and Smith would be able to raise the funds that Mr. Sarver was seeking. *See* Exhibit C (Sarver Decl.), ¶ 3; *see also* Exhibit B (Dixon Decl.), ¶ 6.

Carswell told Mr. Sarver that in order to proceed, he would have to wire \$200,000 to the account of Keisha Perry, Esq., the escrow agent, to obtain a standby letter of credit worth \$10 million dollars. *See* Exhibit C (Sarver Decl.), ¶ 4. Mr. Sarver was told that the instrument would be monetized for 80% of its value, or \$8 million, and that \$7.2 million of it would initially be loaned to him. *Id.* Mr. Sarver was also told that the remaining \$800,000 would be invested by Smith and Capital Funding in debentures that would be traded on a daily basis, and that the profit from those trades would be used to pay-off his \$7.2 million loan. *Id.*, ¶¶ 4 & 5. Carswell personally guaranteed that the transaction would be successful, and assured Mr. Sarver that there was “no risk.” *Id.*, ¶ 8. He also told Mr. Sarver that he would receive his \$7.2 million loan no more than 45 days after he escrowed \$200,000 with Ms. Perry. *Id.*, ¶ 9.

Mr. Sarver then spoke to Smith by telephone, who confirmed Carswell's representations to him and that his investment was a "no-risk" transaction. Exhibit C (Sarver Decl.), ¶ 11. Mr. Sarver thereafter contacted Ms. Perry, who confirmed Carswell's representation that Carswell and Smith had always "performed" their obligations. *Id.*, ¶ 12. Mr. Sarver was later told by Carswell that he would receive a \$100 million standby letter of credit for the same investment amount if he quickly sent his money to Ms. Perry. *Id.*, ¶ 13.

Although Mr. Sarver subsequently transferred \$200,000 to Ms. Perry, and was told by Smith that the funds had been released to him, he never received the standby letter of credit or loan that had been promised to him. Exhibit C (Sarver Decl.), ¶¶ 14 – 16; *see also* Exhibit B (Dixon Decl.), ¶¶ 4 -5.

After Ms. Perry received Mr. Sarver's investment, she deducted \$6,000 from it for her commission and fees. *See* Exhibit B (Dixon Decl.), ¶ 15; *see also* Exhibit F. That same day, she sent \$134,000 of Mr. Sarver's investment to Knox Corporation Unlimited, Smith's alter-ego, for Smith, and \$35,000 to Carswell. *See* Exhibit B (Dixon Decl.), ¶¶ 14, 15. Three days later, she sent the remaining \$25,000 of Mr. Sarver's investment by Cashier's Check to Capital Funding Partners, on behalf of Carswell. *Id.*, ¶ 15; *see also* Exhibit F. Ms. Perry's disbursement log reveals that Mr. Sarver's investment was not used on his behalf. *See* Exhibit F. Despite repeated inquiries, Mr. Sarver was only able to recover less than 9% of his investment. *See* Exhibit C (Sarver Decl.), ¶ 16.

C. The Investment By TALC Properties LLC

Jayson Colavalla was the managing partner of TALC Properties LLC ("TALC Properties"), one of the victims in this proceeding, which was identified as "Investor Entity 2" in the Complaint. *See* Exhibit D (Colavalla Decl.), ¶ 3; *see also* Exhibit B (Dixon Decl.), ¶ 7. At

the time, TALC Properties was attempting to acquire a coal mine in Pennsylvania. *See* Exhibit D (Colavalla Decl.), ¶ 4. Mr. Colavalla participated by telephone in a meeting that was physically attended by Smith, Carswell, Keisha Perry, Esq., and others. During it, Smith stated that Atlanta Capital would obtain a “fresh cut” or “slightly seasoned” standby letter of credit that would be monetized, with 60% of the monetization proceeds going to TALC Properties in the form of a non-recourse loan. *Id.*, ¶ 16. The remaining 40% would be traded on “private placement platforms,” which would generate 35% profit each week and be used to repay the TALC Properties’ loan. *Id.* Smith further advised that TALC Properties’ investment would be “100% safe,” and that it was impossible to lose money. *Id.*, ¶ 17. At various times during the meeting, both Carswell and Keisha Perry, Esq., made statements supporting what Smith had said. *Id.*, ¶ 18. Ms. Perry was to serve as the “Paymaster” and Escrow Agent on the transaction. *Id.*, ¶¶ 12 & 13. Thereafter, TALC Properties sent \$150,000 to Ms. Perry to obtain a standby letter of credit. *Id.*, ¶ 20.

Mr. Colavalla later received the disbursement log that Ms. Perry had prepared of the transaction, which revealed that TALC Properties’ investment had not been used on its behalf. Exhibit D (Colavalla Decl.), ¶ 26. After Ms. Perry received TALC Properties’ investment, she deducted \$8,000 from it for her commission and fees. *See* Exhibit E (Perry Testim.) and Exhibit 18 thereto (TALC Properties’ 4/26/13 disbursement log); *see also* Exhibit B (Dixon Decl.), ¶ 16. Less than two weeks later, Perry sent \$12,500 to Carswell; \$71,500 to Knox Corporation Unlimited, Smith’s alter-ego, for Smith; \$5,000 to Fullard’s wife for Fullard; and, \$5,000 to Howell Real Estate, for Brad Howell. *See* Exhibit E (Perry Testim.) and Exhibit 18 thereto (4/26/13 disbursement log); *see also* Exhibit B (Dixon Decl.), ¶ 16. Eight days later, she sent \$12,000 to Carswell; \$12,000 to Knox Corporation Unlimited, Smith’s alter-ego, for Smith;

\$6,000 to Fullard's wife for Fullard; \$12,000 to George A. Gil for Kay Sepa; \$5,000 to Brad Howell; and, \$1,000 to Trade Finance Capital, on behalf of Brad Howell. *See* Exhibit E (Perry Testim.) and Exhibit 18 thereto (4/26/13 disbursement log); *see also* Exhibit B (Dixon Decl.), ¶ 16. TALC Properties never received a standby letter of credit, the promised loan, or the proceeds of any trading which was to have been performed on its behalf by Atlanta Capital. *See* Exhibit D (Colavalla Decl.), ¶ 29; *see also* Exhibit B (Dixon Decl.), ¶¶ 4 -5.

D. The Investment By Vajra Energy Limited

Jody McConkey was acting on behalf of Vajra Energy Limited ("Vajra"), another investor, which was identified as "Investor Entity 1" in the Complaint. *See* Exhibit B (Dixon Decl.), ¶ 10. Vajra had entered into an Escrow Agreement with Atlanta Capital and Keisha Perry, Esq., which memorialized that Vajra had engaged the services of Atlanta Capital "to assist with procuring a financial instrument" for it. *Id.*, ¶ 11; *see also* Exhibit I (Vajra Escrow Agreement). On January 30, 2013, Mr. McConkey wrote an e-mail to Ms. Perry, in which he complained that, although he had previously been told by "Mike Fullard and Atlanta Capital" that a standby letter of credit would be monetized for Vajra through two different trade groups, it had not occurred. Exhibit B (Dixon Decl.), ¶ 12; *see also* Exhibit E (Perry Testim.) and Exhibit 16 thereto. He also complained that, although he previously sent money to Ms. Perry with the understanding that it would be used to purchase an "instrument" for Vajra, he had not received anything reflecting the existence of Vajra's instrument. Exhibit B (Dixon Decl.), ¶ 12; *see also* Exhibit E (Perry Testim.) and Exhibit 16 thereto. Based upon the e-mail she received from Mr. McConkey, Ms. Perry concluded that "there was a problem with the McConkey deal." *See* Exhibit E (Perry Testim.), p. 93. As a result, she contacted Smith and Caswell, advising them

that they either had to perform their obligations to Vajra or return its investment to Mr. McConkey. *Id.*

A review of Ms. Perry's disbursement log for the McConkey/Vajra transaction reveals that, approximately seven weeks *prior* to Mr. McConkey's January 30, 2013 e-mail to Ms. Perry, Mr. McConkey sent \$150,000 to Ms. Perry, at which time she deducted \$3,000 from it for her commission. *See* Exhibit E (Perry Testim.) and Exhibit 14 thereto; *see also* Exhibit B (Dixon Decl.), ¶ 13. Nine days later, Ms. Perry sent \$100,000 to Knox Corporation Unlimited, Smith's alter-ego, for Smith; \$12,000 to Fullard's wife for Fullard; \$12,000 to Raysa Carswell, for Carswell (Raysa Carswell was also known as Raysa Angelina Compres, and was living at the same address as Carswell at the time); and, \$12,000 to Clear Thinking Enterprises for Smith. *See* Exhibit E (Perry Testim.) and Exhibit 14 thereto (Vajra disbursement log). Two days after receiving Vajra's investment from Mr. McConkey, Ms. Perry sent \$11,000 to Elizabeth Radochonski. *Id.* Vajra's investment was not used to purchase an instrument on its behalf, or otherwise for it. *See* Exhibit B (Dixon Decl.), ¶¶ 4 -5.

E. The Investment By Jose Yenny

Jose Yenny, who was identified as "Individual Investor 2" in the Complaint, *see* Exhibit B (Dixon Decl.), ¶ 10, entered into an Escrow Agreement with Carswell and the Perry Law Group, dated July 25, 2012. In it, Carswell and Mr. Yenny were identified as "parties to a Purchase Agreement whereby Yenny is engaging the services of Carswell to assist with procuring a financial instrument." *See* Exhibit E (Perry Testim.) and Exhibit 20 thereto, p. 1. Prior to sending his investment to Ms. Perry, Mr. Yenny contacted her, to advise her that he was about to do so. *See* Exhibit E (Perry Testim.), p. 107. After he sent his investment to Ms. Perry,

Mr. Yenny contacted Ms. Perry again, at which point she advised him that his investment had been released by her. *Id.*, at 108.

A review of the disbursement log that Ms. Perry prepared for the Yenny transaction, *id.*, at pp. 105-106, however, reveals that Mr. Yenny's investment was not used on his behalf. *See* Exhibit E (Perry Testim.) and Exhibit 21 thereto; *see also* Exhibit B (Dixon Decl.), ¶¶ 4 -5, 17. Five days after receiving Mr. Yenny's \$249,970 investment, and deducting \$5,650 from it for her commission and fees, Ms. Perry disbursed \$15,000 to National Financial Services, for Carswell's benefit (this wire was rejected because the account was closed, and it was returned to Ms. Perry), and \$15,000 to Clear Thinking Enterprises, for Smith. *See* Exhibit E (Perry Testim.) and Exhibit 21 thereto. The next day, she sent \$100,000 to Abdou Lebrik, for Carswell, and \$15,000 to Raysa Angelina Compres, a/k/a Raysa Carswell, for Carswell. *Id.* Approximately two weeks later, Ms. Perry disbursed \$30,000 to Clear Thinking Enterprises, for Smith; \$20,000 to Raysa Angelina Compres, a/k/a Raysa Carswell, for Carswell; and, \$30,000 to H.I.L.D.A. Investments LLP for Ruben Gomez, on behalf of Carswell. *Id.* The next day, she sent \$15,000 to Raysa Angelina Compres, a/k/a Raysa Carswell, for Carswell. *Id.* A day later, she sent \$19,320 to Raysa Angelina Compres, a/k/a Raysa Carswell, for Carswell. *Id.*

III. ARGUMENT

A. The Respondents Failed To Answer After Properly Being Served, And Are In Default

Because the Respondents never responded to the OIP, they are in default. Rule 155(a) of the Commission's Rules of Practice states that:

A party to a proceeding may be deemed to be in default and the Commission or the hearing officer may determine the proceeding against the party upon consideration of the record, including the order instituting proceedings, the allegations of which may be deemed to be true, if that party fails: ...

- (2) To answer, to respond to a dispositive motion within the time provided, or otherwise to defend the proceeding

Moreover, the OIP itself provides that “[i]f Respondent fails to file the directed answer . . . the Respondent may be deemed in default and the proceedings may be determined against him upon consideration of this Order, the allegations of which may be deemed to be true” (OIP ¶ IV).

The Respondents were properly served with the OIP and are on notice of these proceedings. Rule 141(a)(2)(i) sets forth permissible methods of service of the OIP upon individuals, which include “delivering a copy of the order instituting proceedings to the individual,” and which defines “delivery” to include “handing a copy of the order to the individual; . . .”. Here, the Respondents were personally served with the OIP. See *Jeffrey D. Smith*, 2018 SEC LEXIS 93, at *1 & n.1; *Jeffrey D. Smith*, 2018 SEC LEXIS 613, at *3.

The Division requests that the Respondents be found to be in default, as they failed to timely file and serve an Answer after having been served with the OIP. See *Jeffrey D. Smith*, 2018 SEC LEXIS 225, at *1; *Jeffrey D. Smith*, 2018 SEC LEXIS 613, at *4.

B. The Facts Alleged In The OIP Must Be Deemed True

As stated in the OIP, failure to file a directed answer may result in the Respondents being deemed in default and the proceedings may be determined against them upon consideration of the OIP, the allegations of which may be deemed to be true. (OIP ¶ IV, *citing* Rules 155(a), 220(f), and 310). Those facts which may be deemed true include that:

1. In 2012 and 2013, Smith and Carswell engaged in securities fraud, and Smith, Carswell and Fullard acted as unregistered brokers or dealers. OIP ¶ II.B.4.
2. Smith and Carswell used two fictitious companies (Atlanta Capital LLC and Capital Funding, LLC) to engage in a variation of a prime bank scheme and defrauded at least four known investors out of at least \$775,000. *Id.*

3. Smith and Carswell promised investors returns of as much as 35% per week and assured them that the transactions were risk-free. Fullard acted as a finder for Smith and Carswell and referred at least one victim investor to them. OIP ¶ II.B.4.
4. After investment proceeds came in, they were disbursed to Smith, Carswell and Fullard, and individuals or entities connected to them, in some cases just hours after the investments were received. OIP ¶ II.B.4.
5. On October 11, 2017, a final judgment was entered by default against Smith, Carswell and Fullard in *Securities and Exchange Commission v. Jeffrey D. Smith d/b/a Atlanta Capital LLC a/d/b/a Capital Funding LLC., Joseph Carswell d/b/a Atlanta Capital LLC a/d/b/a Capital Funding LLC., and Michael W. Fullard*, Civil Action Number 1:16-CV-4171-TWT (United States District Court for the Northern District of Georgia). Smith and Carswell were permanently enjoined from future violations of Section 17(a) of the Securities Act and Section 10b of the Exchange Act and Rule 10b-5 thereunder, and Smith, Carswell and Fullard were permanently enjoined from future violations of Section 15(a) of the Exchange Act. OIP ¶ II.B.3.

As stated in Section III of the OIP, the purpose of this proceeding is not only to determine whether the above allegations are true, but what remedial action is appropriate in the public interest against the Respondents pursuant to Section 15(b) of the Exchange Act. As the allegations may be deemed true because the Respondents are in default, the remaining issue is the appropriate remedies to be imposed on them in the public interest.

C. The Appropriate Remedial Sanctions That Should Be Imposed Upon The Respondents In This Case

Pursuant to Section 15(b)(6) of the Exchange Act, the Respondents should be: (1) barred from association with any broker, dealer, investment adviser, municipal securities dealer, municipal advisor, transfer agent, or nationally recognized statistical rating organization (NRSRO); and (2) barred from participating in any offering of penny stock, including: acting as a promoter, finder, consultant, agent or other person who engages in activities with a broker, dealer or issuer for purposes of the issuance or trading in penny stock, or inducing or attempting to induce the purchase or sale of any penny stock. It is in the public interest to impose these

sanctions against them.

There are several well-recognized factors that are to be considered in determining the appropriate remedy in the public interest. Those factors are: (1) the egregiousness of the Respondents' actions; (2) the isolated or recurrent nature of the infractions; (3) the degree of scienter involved; (4) the sincerity of the Respondents' assurances against future violations; (5) the Respondents' recognition of the wrongful nature of their conduct; and (6) the likelihood that the Respondents' occupations will present opportunities for future violations. *Steadman v. SEC*, 603 F.2d 1126, 1140 (5th Cir. 1979); *In the Matter of Bernath*, Initial Decision Release No. 993 at 4, 2016 SEC LEXIS 1222 *10-11 (April 4, 2016) (*Steadman* factors used to determine whether a bar is in the public interest, in a case where sanctions were imposed by summary disposition). The Commission also considers the age of the violation, the degree of harm to investors and the marketplace resulting from the violation, and the deterrent effect of administrative sanctions. *Bernath*, at *4 and *11, citing *In the Matter of Schield Mgmt Co.*, 58 S.E.C. 1197, 1217 n.46, 2006 SEC LEXIS 195, at *35-36 (Jan. 31, 2006) (revoking adviser's registration and barring majority owner from association), and *In the Matter of Melton*, 56 S.E.C. 695, 698, 2003 SEC LEXIS 1767, at *4-5 (July 25, 2003). The Commission has held that "conduct that violates the antifraud provisions of the securities laws is especially serious and subject to the severest of sanctions under the securities laws." *In the Matter of Siris*, Exchange Act Rel. No. 71068, 2013 SEC LEXIS 3924 *23 (Dec. 12, 2013), quoting *In the Matter of Bugarski*, Exchange Act Release No. 66842, 2012 SEC LEXIS 1267, at *18 n.26 (Apr. 20, 2012) (imposing industry and penny stock bars), quoting *Melton*, 56 S.E.C. at 713.

All of the *Steadman* factors are present in this case, as are the additional factors considered by the Commission. First, pursuant to Rules 155(a) and 220(f), the allegations of the

OIP are deemed true when a Respondent fails to timely answer and is in default. The allegations against the Respondents include that, on October 11, 2017, a final judgment was entered by default against Smith, Carswell and Fullard in *Securities and Exchange Commission v. Jeffrey D. Smith d/b/a Atlanta Capital LLC a/d/b/a Capital Funding LLC., Joseph Carswell d/b/a Atlanta Capital LLC a/d/b/a Capital Funding LLC., and Michael W. Fullard*, Civil Action Number 1:16-CV-4171-TWT (United States District Court for the Northern District of Georgia). See OIP ¶ II.B.3; see also Exhibit J (Final Judgment). A corrected Final Judgment was entered on December 20, 2017. See Exhibit K (Corrected Final Judgment); see also Exhibit B (Dixon Decl.), ¶ 18.

As a result, Smith and Carswell were permanently enjoined from future violations of Section 17(a) of the Securities Act and Section 10b of the Exchange Act and Rule 10b-5 thereunder, and Smith, Carswell and Fullard were permanently enjoined from future violations of Section 15(a) of the Exchange Act. See OIP ¶ II.B.3.

The Complaint alleged that in 2012 and 2013, Smith and Carswell engaged in securities fraud, and Smith, Carswell and Fullard acted as unregistered brokers or dealers. See Exhibit A (Complaint). Smith and Carswell did so by using two fictitious companies (Atlanta Capital, LLC and Capital Funding, LLC) to engage in a variation of a prime bank scheme which defrauded at least four known investors out of approximately \$750,000. See Exhibit B (Dixon Decl.), ¶ 2. They promised investors returns of as much as 35% per week and assured investors that the transactions were risk-free. *Id.*, ¶ 3. Fullard acted as a finder for them and referred at least one victim investor to them. *Id.*, ¶ 2. After investment proceeds came in, they were disbursed to Smith, Carswell and Fullard, and individuals or entities connected to them, often shortly after the investments were received. *Id.*, ¶ 4.

Although no one factor is dispositive in determining the appropriate relief in the public interest, the record in the District Court action and the attached declarations and records establish the presence of each of the six *Steadman* factors, as well as each of the three additional factors considered by the Commission.

1. The Respondents' Violations Were Egregious

James Sarver, who was identified as "Individual Investor 1" in the Complaint, was told by Carswell and Smith that he would receive a standby letter of credit worth \$10 million dollars. *See Exhibit C (Sarver Decl.)*, ¶¶ 4, 11. He was told that the instrument would be "monetized" for 80% of its value, that he would receive a \$7.2 million loan, and that the remaining \$800,000 would be invested and traded, and the profits from those trades would be used to pay-off his loan. *Id.*, ¶¶ 4, 5. He was also told that his investment was a "no risk" transaction, and that he would receive his \$7.2 million loan with 45 days of sending his money to Ms. Perry. *Id.*, ¶¶ 9, 11. However, everything that he was told was false. He never received a standby letter of credit, or a loan, or profits from funds that were traded on his behalf. His investment was not risk-free. *See Exhibit B (Dixon Decl.)*, ¶¶ 4 -5. Instead, Respondents Carswell and Smith brazenly stole his money, and Mr. Sarver was only able to recover a small portion it. *Id.*, ¶ 16. Keisha Perry, Esq., the Paymaster/Escrow Agent for the Respondents' transactions, deducted \$6,000 from Mr. Sarver's \$200,000 investment for her commission and fees. *See Exhibit F; see also Exhibit B (Dixon Decl.)*, ¶ 15. \$134,000 went to Knox Corporation Unlimited, Smith's alter-ego, for Smith, and a total of \$60,000 went to or for Carswell. *Id.*

Similarly, Jason Colavalla, the managing partner of TALC Properties, which was identified as "Investor Entity 2" in the Complaint, was told by Smith, which Carswell and Keisha Perry, Esq., thereafter confirmed, that TALC Properties would receive a letter of credit that would be monetized, with 60% of the monetization proceeds going to TALC Properties in the

form of a non-recourse loan. *See* Exhibit D (Colavalla Decl.), ¶¶ 16, 18. He was further told that the remaining 40% would be traded on “private placement platforms” and would generate profits of 35% each week, which would be used to repay the TALC Properties’ loan. *Id.*, ¶ 16. He was also told that his investment would be “100% safe”, and that it was impossible to lose money. *Id.*, ¶ 17. However, TALC Properties never received a standby letter of credit, or a loan, or profits from any funds that Mr. Colavalla was told would be traded on its behalf. *Id.*, ¶ 29; *see also* Exhibit B (Dixon Decl.), ¶¶ 4 -5. Ms. Perry, the “Paymaster” on the transaction, deducted \$8,000 from TALC Properties’ \$150,000 investment for her “commission” and “fees”. *See* Exhibit E (Perry Testim.) and Exhibit 18 (4/26/13 disbursement log) thereto; *see also* Exhibit D (Colavalla Decl.), ¶¶ 12 & 13. A total of \$24,500 went to Carswell, \$83,500 to Knox Corporation Unlimited, Smith’s alter-ego, \$11,000 to Fullard’s wife for Fullard, \$11,000 to or for Brad Howell, and \$12,000 to George A. Gil. *See* Exhibit E (Perry Testim.) and Exhibit 18 (4/26/13 disbursement log) thereto.

Jody McConkey of Vajra, “Investor Entity 1” in the Complaint, was told by Fullard and Atlanta Capital that he would receive a standby letter of credit that would be monetized. *See* Exhibit E (Perry Testim.) and Exhibit 16 thereto. However, that did not happen. Vajra had previously entered into an Escrow Agreement with Atlanta Capital and Keisha Perry, Esq., which memorialized that Vajra had engaged the services of Atlanta Capital “to assist with procuring a financial instrument” for it. *See* Exhibit I (Vajra Escrow Agreement). Smith and Carswell were also involved in the McConkey/Vajra transaction, as evidenced by Ms. Perry’s investigative testimony that, after being alerted to a “problem” by Mr. McConkey, she told Smith and Carswell about it, and that they should either perform their obligations to Vajra or return its investment to Mr. McConkey. *See* Exhibit E (Perry Testim.), p. 93. However, they did not do

so. As a result of the promises that were made to him, Mr. McConkey sent \$150,000 to Ms. Perry for Vajra's standby letter of credit, and the monetization of it. After deducting \$3,000 for her "commission", she sent \$100,000 to Knox Corporation Unlimited, Smith's alter-ego, for Smith; \$12,000 to Clear Thinking Enterprises for Smith; \$12,000 to Fullard's wife for Fullard; \$12,000 to Raysa Carswell for Carswell; and, \$11,000 to Elizabeth Radochonski. *See* Exhibit E (Perry Testim.) and Exhibit 14 thereto; *see also* Exhibit B (Dixon Decl.), ¶ 13.

Jose Yenny, "Individual Investor 2" in the Complaint, was a party to an Escrow Agreement with Carswell and Ms. Perry, which confirmed that Mr. Yenny had engaged Carswell to assist him in procuring a financial instrument. *See* Exhibit E (Perry Testim.) and Exhibit 20, p. 1 thereto. Although Mr. Yenny sent \$249,970 to Ms. Perry for this purpose, a review of the disbursement log she prepared reveals that Mr. Yenny's investment was not used on his behalf. *See* Exhibit E (Perry Testim.) and Exhibit 21 thereto; *see also* Exhibit B (Dixon Decl.), ¶¶ 4 – 5. Rather, after deducting \$5,650 from Mr. Yenny's investment for her commission and fees, Ms. Perry disbursed a total of \$199,320 to or on behalf of Carswell, and a total of \$45,000 on behalf of Smith. *Id.*

In addition to the aforementioned investors, Ms. Perry served as the Paymaster for at least two other individuals, T.L. Gilliam and Gabriele Gaide, who also sent money to Smith and Carswell but were not identified in the Complaint. *See* Exhibit E (Perry Testim.), pp. 113, 115-116. On January 11, 2010, Mr. Gilliam sent \$35,000 to Ms. Perry. *See* Exhibit E (Perry Testim.) and Exhibit 24 thereto. After deducting \$700 for her commission, Ms. Perry sent \$34,300 that day to a bank account for the benefit of "Carswell & Associates". *Id.*, *see also* Exhibit B (Dixon Decl.), ¶ 10. On December 3, 2012, Mr. Gaide sent \$20,000 to Ms. Perry. *See* Exhibit E (Perry Testim.) and Exhibit 26 thereto. After deducting \$425 for her commission and fees, Ms. Perry

sent \$7,475 to Carswell and \$12,100 to Clear Thinking Enterprises for Smith the following day.
Id.

Although Smith, Carswell had numerous opportunities to cease their fraudulent behavior, they did not do so. Their misconduct was severely egregious. Fullard's actions in soliciting one of the investors materially contributed to the fraud.

2. The Respondents' Violations Were Recurrent

The misconduct in this case occurred for at least one year, from at least July 25, 2012, when Mr. Yenny sent his investment to Ms. Perry, until at least July 13, 2013, when Ms. Perry made the last disbursement from Mr. Sarver's investment. *See* Exhibit E (Perry Testim.) and Exhibit 21 thereto (Mr. Yenny's disbursement log): *see also* Exhibit F (Mr. Sarver's disbursement log). Given the length and nature of their fraudulent conduct, the number of investors defrauded, the amount of the loss, and that none of the investors were successful in recovering more than a small portion of their investment proceeds, *see* Exhibit B (Dixon Decl.), ¶ 5, the Respondents' violations were recurrent.

3. The Respondents Acted With High Scierter

As set forth above, given the number of victims, the length of Smith's, Carswell's and Fullard's misconduct, the amount of the loss, and that investors' funds were not used as they had been told, but instead, were disbursed to Smith, Carswell and Fullard, and individuals and entities connected to them, the Respondents acted with high scierter.

4. The Respondents Have Made No Assurances Against Future Violations

The Respondents have provided no assurances that they will refrain from future violations. Indeed, since they defaulted on the underlying District Court action, and failed to show cause why this proceeding should not be determined against them, there is every reason to

believe that they may engage in this sort of misconduct again.

5. The Respondents Have Not Recognized The Wrongful Nature Of Their Conduct

The Respondents have not recognized the wrongful nature of their conduct. Instead, they have repeatedly and flagrantly demonstrated their disdain for investors and, by ignoring this Court and the District Court, the judicial process as well.

6. There Is A Likelihood That the Respondents Will Have Opportunities For Future Violations

Given their misconduct and refusal to participate in any judicial proceedings related to it, and since their present occupations are unknown, the Respondents will likely have opportunities for future violations.

7. The Violations Are Sufficiently Recent

Smith, Carswell and Fullard engaged in misconduct in 2012 and 2013. *See* Exhibit E (Perry Testim.) and Exhibit 21 thereto (Mr. Yenny's disbursement log): *see also* Exhibit F (Mr. Sarver's disbursement log). A civil action was filed against them in District Court in November 2016, and a final judgment was entered against them on October 11, 2017. *See* Exhibit A (Complaint); *see also* Exhibit J (Final Judgment). A corrected Final Judgment was entered on December 20, 2017. *See* Exhibit K (Corrected Final Judgment); *see also* Exhibit B (Dixon Decl.), ¶ 18. The Commission instituted this follow-on action on October 31, 2017.

8. Investors Were Significantly Harmed

The harm to investors in this case was significant. At least four known investors were defrauded of approximately \$750,000. *See* Exhibit B (Dixon Decl.), ¶ 2.

9. Administrative Sanctions Will Have A Deterrent Effect

Previously, the Commission has rejected arguments that the imposition of remedial

sanctions in addition to those posed by a District Court simply adds to the sanctions already imposed, and is therefore not in the public interest. In particular, the Commission explained in *Bugarski* that:

While the sanctions imposed by the district court – the permanent injunction, disgorgement, and third-tier civil penalties – are severe, this simply underscores the seriousness of Respondents’ misconduct. . . . As we have previously held, an injunction against violations of the antifraud provisions of the securities laws “has especially serious implications for the public interest,” and “ordinarily, and in the absence of evidence to the contrary, it will be in the public interest to . . . suspend or bar from participation in the securities industry . . . a respondent who is enjoined from violating the antifraud provisions.

2012 SEC LEXIS *17-18, quoting *Melton*, 56 S.E.C. at 713.

Here, Smith and Carswell were enjoined from future violations of Section 17(a) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, and Smith, Carswell and Fullard were enjoined from future violations of Section 15(a) of the Exchange Act. *See* Exhibit J (Final Judgment). Accordingly, the Respondents should be permanently barred from associating with individuals and entities in the securities industry, and from participating in any offering of penny stock, as specified herein.

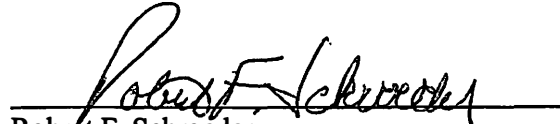
Although Fullard was only charged with violating the broker dealer registration requirements in the district court litigation, the Commission and this Court have previously found associational bars to be the appropriate remedy for such violations. *Dominic O’Dierno*, 2012 WL 6054567 (Dec. 6, 2010) (settled order); *Benjamin R. Daniels*, 2012 WL 6054565 (Dec. 6, 2010) (settled order); *Paul D. Crawford*, Initial Decision No. 1001, (Apr. 18, 2016). Associational bars are particularly appropriate where, as here, the violations contributed to a fraudulent offering that inflicted serious harm to investors.

IV. CONCLUSION

For the reasons set forth herein, Respondents should be found in default, and associational bars should be imposed against them.

Dated: March 23, 2018

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert F. Schroeder", is written over a horizontal line.

Robert F. Schroeder
Senior Trial Counsel
U.S. Securities and Exchange Commission
950 East Paces Ferry Road., N.E., Suite 900
Atlanta, Georgia 30326-1382
(404) 942-0688 (telephone)
(404) 842-7679 (facsimile)
schroederr@sec.gov
Counsel for the Division of Enforcement

CERTIFICATE OF SERVICE

I certify that on March 23, 2018, I caused the foregoing **MOTION BY DIVISION OF ENFORCEMENT FOR A FINDING THAT RESPONDENTS ARE IN IN DEFAULT AND FOR IMPOSITION OF REMEDIAL SANCTIONS** to be served on the following persons by the method of delivery indicated below:

By UPS and email:

Honorable Cameron Elliot
Administrative Law Judge
Securities and Exchange Commission
100 F Street, N.E., Mail Stop 2585
Washington, D.C. 20549-2585

By UPS and facsimile

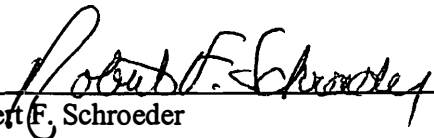
Secretary Brent J. Fields
Securities and Exchange Commission
100 F Street N.E.
Washington, DC 20549-1090

By UPS

Mr. Jeffrey D. Smith
[REDACTED]
Lithonia, Georgia [REDACTED]

Mr. Joseph Carswell
901 Roswell Street
Marietta, Georgia 30060

Mr. Michael W. Fullard
[REDACTED]
Apartment [REDACTED]
Sedona, Arizona 86351



Robert F. Schroeder

EXHIBIT

A

JS44 (Rev. 6/16 NDGA)

CIVIL COVER SHEET

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

<p>I. (a) PLAINTIFF(S) SECURITIES AND EXCHANGE COMMISSION</p> <p>(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF _____ (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS) W. Shawn Murnanan, Securities and Exchange Commission, 950 East Paces Ferry Road, Suite 900, Atlanta, GA 30326.</p>	<p>DEFENDANT(S) JEFFERY D. SMITH d/b/a ATLANTA CAPITAL LLC a/d/b/a CAPITAL FUNDING, INC., JOSEPH CARSWELL d/b/a ATLANTA CAPITAL LLC a/d/b/a CAPITAL FUNDING, INC., and MICHAEL W. FULLARD</p> <p>COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT <u>FULTON CO., GA</u> (IN U.S. PLAINTIFF CASES ONLY)</p> <p><small>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</small></p> <p>ATTORNEYS (IF KNOWN)</p>
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<p>II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)</p> <p><input checked="" type="checkbox"/> 1 U.S. GOVERNMENT PLAINTIFF <input type="checkbox"/> 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)</p> <p><input type="checkbox"/> 2 U.S. GOVERNMENT DEFENDANT <input type="checkbox"/> 4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) (FOR DIVERSITY CASES ONLY)</p> <table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><small>PLF</small></td> <td style="text-align: center;"><small>DEF</small></td> <td style="text-align: center;"><small>PLF</small></td> <td style="text-align: center;"><small>DEF</small></td> <td></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td>INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td>INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td>FOREIGN NATION</td> </tr> </table>	<small>PLF</small>	<small>DEF</small>	<small>PLF</small>	<small>DEF</small>		<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 4	<input type="checkbox"/> 4	INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 5	<input type="checkbox"/> 5	INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 6	<input type="checkbox"/> 6	FOREIGN NATION
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IV. ORIGIN (PLACE AN "X" IN ONE BOX ONLY.)

1 ORIGINAL PROCEEDING 2 REMOVED FROM STATE COURT 3 REMANDED FROM APPELLATE COURT 4 REINSTATED OR REOPENED 5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District) 6 MULTIDISTRICT LITIGATION - TRANSFER 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT

8 MULTIDISTRICT LITIGATION - DIRECT FILE

V. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

15 U.S.C. § 77q(a)(1), (2) and (3), 15 U.S.C. § 78j(b) (and 17 C.F.R. § 240.10b-5(a), (b) and (c) thereunder), and 15 U.S.C. § 78o(a)

(IF COMPLEX, CHECK REASON BELOW)

<input type="checkbox"/> 1. Unusually large number of parties.	<input type="checkbox"/> 6. Problems locating or preserving evidence.
<input type="checkbox"/> 2. Unusually large number of claims or defenses.	<input type="checkbox"/> 7. Pending parallel investigations or actions by government.
<input type="checkbox"/> 3. Factual issues are exceptionally complex.	<input type="checkbox"/> 8. Multiple use of experts.
<input type="checkbox"/> 4. Greater than normal volume of evidence.	<input type="checkbox"/> 9. Need for discovery outside United States boundaries.
<input type="checkbox"/> 5. Extended discovery period is needed.	<input type="checkbox"/> 10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY			
RECEIPT # _____	AMOUNT \$ _____	APPLYING OFF _____	MAG. JUDGE (FP) _____
JUDGE _____	MAG. JUDGE <u>1 1</u> <small>(Referral)</small>	NATURE OF SUIT _____	CAUSE OF ACTION _____

VI. NATURE OF SUIT (PLACES AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- 153 RECOVERY OF OVERPAYMENT OF VETERANS BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 151 MEDICARE ACT
- 160 STOCK/COMMODITY SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
- 220 FORECLOSURE
- 230 RENT LEASE & EJECTMENT
- 240 TORTS TO LAND
- 245 TORT PRODUCT LIABILITY
- 290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 310 AIRPLANE
- 315 AIRPLANE PRODUCT LIABILITY
- 320 ASSAULT, LIBEL & SLANDER
- 330 FEDERAL EMPLOYERS' LIABILITY
- 340 MARINE
- 345 MARINE PRODUCT LIABILITY
- 350 MOTOR VEHICLE
- 355 MOTOR VEHICLE PRODUCT LIABILITY
- 360 OTHER PERSONAL INJURY
- 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- 363 PERSONAL INJURY - PRODUCT LIABILITY
- 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- 369 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING
- 380 OTHER PERSONAL PROPERTY DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
- 423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 440 OTHER CIVIL RIGHTS
- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 444 WELFARE
- 445 AMERICANS WITH DISABILITIES - Employment
- 446 AMERICANS WITH DISABILITIES - Other
- 448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
- 465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 463 HABEAS CORPUS- Alien Detainees
- 510 MOTIONS TO VACATE SENTENCE
- 530 HABEAS CORPUS
- 535 HABEAS CORPUS DEATH PENALTY
- 540 MANDAMUS & OTHER
- 550 CIVIL RIGHTS - Filed Pro se
- 555 PRISON CONDITIONS - Filed Pro se
- 560 CIVIL DETAINER: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 530 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/AGMT. RELATIONS
- 740 RAILWAY LABOR ACT
- 751 FAMILY and MEDICAL LEAVE ACT
- 790 OTHER LABOR LITIGATION
- 791 EMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
- 840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 850 PATENT

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 863 BIA (1995E)
- 862 BLACK LUNG (923)
- 863 DMC (405(d))
- 863 DMW (405(d))
- 864 SSID TITLE XVI
- 865 RSI (405(d))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
- 871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 375 FALSE CLAIMS ACT
- 376 (Fed Tax 31 USC 3759(a))
- 400 STATE REAPPORTIONMENT
- 400 BANKS AND BANKING
- 450 COMMERCE/RATE RATES/ETC.
- 460 DEPORTATION
- 470 BACKBITEER INFLUENCED AND CORRUPT ORGANIZATIONS
- 480 CONSUMER CREDIT
- 490 CABLE/SATELLITE TV
- 500 OTHER STATUTORY ACTIONS
- 591 AGRICULTURAL ACTS
- 593 ENVIRONMENTAL MATTERS
- 595 FREEDOM OF INFORMATION ACT
- 599 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION
- 990 CONSTITUTIONALITY OF STATE STATUTES

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTI TRUST
- 850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- 896 ARBITRATION (Confidential/Voluntary/Ombuds / Modify)

*** PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

VII. REQUESTED IN COMPLAINT:

CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMANDS _____

JURY DEMAND YES NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE _____ DOCKET NO. _____

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECDED BY THE SAME BANKRUPTCY JUDGE.
- 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. _____, WHICH WAS DISMISSED. This case IS IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

J. Shaw Murtha
SIGNATURE OF ATTORNEY OF RECORD

11-8-16
DATE

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

v.

**JEFFERY D. SMITH d/b/a ATLANTA
CAPITAL LLC a/d/b/a CAPITAL
FUNDING, INC., JOSEPH CARSWELL
d/b/a ATLANTA CAPITAL LLC a/d/b/a
CAPITAL FUNDING, INC.,
and MICHAEL W. FULLARD,**

Defendants.

Civil Action No.

**JURY TRIAL
DEMANDED**

COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Plaintiff, Securities and Exchange Commission (the “Commission”), files its complaint and alleges that:

SUMMARY

1. In 2012 and 2013, Defendant Jeffery D. Smith (“Smith”) and Joseph Carswell (“Carswell”) defrauded at least four known investors out of at least a total of \$775,000 using a variation of a prime bank scheme.

2. Defendants Smith and Carswell used two fictitious companies to defraud investors: Atlantis Capital, LLC (“Atlantis Capital”) and Capital Funding, LLC (“Capital Funding”). These companies do not appear to have ever been legally formed, and thus, were nothing more than “doing business as” entities.

3. Smith and Carswell represented to victim investors orally and in documents that Smith could procure medium term notes, bank guarantees, and standby letters of credit worth millions of dollars for fees ranging between \$100,000 and \$250,000.

4. Investors were told that those instruments would then be “monetized,” that several million dollars of the monetized proceeds would be loaned to the investors in the form of non-recourse loans, and that Smith would invest the balance of the monetized proceeds in instruments such as debentures that would be traded in a manner that would produce returns of as much as 35% per week. Those returns would be used to pay off the investors’ loans.

5. Investors were also assured by Smith and Carswell that the transactions were risk-free.

6. Defendant Michael W. Fullard acted as a finder for Smith and Carswell.

7. Fullard referred at least one victim investor to Smith and Carswell, recommended their services, and assisted with that victim's investment by forwarding executed documents from the victim to the escrow agent. Bank documents show that, after investment proceeds came in, they were disbursed to Smith, Carswell, and Fullard (collectively, the "Defendants"), in some cases just hours after the investments were received.

8. None of the investors received the rates of return promised by Smith and Carswell, and none has been successful in recovering more than a small portion of their investment proceeds from Smith or Carswell.

VIOLATIONS

9. Smith and Carswell engaged in, and, unless restrained and enjoined by this Court, will continue to engage in, acts, practices, schemes, and courses of business that constituted and will constitute violations of Sections 17(a)(1), (2) and (3) of the Securities Act of 1933 ("Securities Act") [15 U.S.C. § 77q(a)(1), (2) and (3)], as well as Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5(a), (b) and (c) thereunder [17 C.F.R. § 240.10b-5(a), (b) and (c)].

10. Smith, Carswell and Fullard engaged in, and, unless restrained and enjoined by this Court, will continue to engage in, acts, practices, schemes, and

courses of business that constituted and will constitute violations of Section 15(a) of the Exchange Act [15 U.S.C. § 78o(a)].

JURISDICTION AND VENUE

11. The Commission brings this action pursuant to Sections 20 and 22 of the Securities Act [15 U.S.C. §§ 77t and 77v] and Sections 21(d) and 21(e) of the Exchange Act [15 U.S.C. §§ 78u(d) and 78u(e)], to enjoin Defendants from engaging in the transactions, acts, practices, and courses of business alleged in this Complaint, and transactions, acts, practices, and courses of business of similar purport and object, and for civil penalties and other equitable relief.

12. The Court has jurisdiction over this action pursuant to Section 22 of the Securities Act [15 U.S.C. § 77v] and Sections 21(d), 21(e) and 27(a) of the Exchange Act [15 U.S.C. §§ 78u(d), 78u(e) and 78aa(a)].

13. Defendants Smith, Carswell and Fullard, directly and indirectly, made use of the mails, the means and instruments of transportation or communication in interstate commerce, and the means and instrumentalities of interstate commerce in connection with the transactions, acts, practices, and courses of business alleged in this Complaint, and made use of the mails and means of instrumentality of interstate commerce to effect transactions, or to induce or to attempt to induce the purchase or sale of securities alleged in this Complaint.

14. Certain of the transactions, acts, practices, and courses of business constituting violations of the Securities Act and the Exchange Act occurred in the Northern District of Georgia. The known investors were solicited in this district. In addition, some of the defrauded investors and Defendants Smith and Carswell reside in the Northern District of Georgia.

15. As such, venue is proper under Section 22 of the Securities Act [15 U.S.C. § 77v] and under Section 27 of the Exchange Act [15 U.S.C. § 78aa].

16. Defendants Smith, Carswell and Fullard, unless restrained and enjoined by this Court, will continue to engage in the transactions, acts, practices, and courses of business alleged in this Complaint, and in transactions, acts, practices and courses of business of similar purport and object.

THE DEFENDANTS

17. **Jeffrey D. Smith**, age 35, resides in Lithonia, Georgia. Smith does not appear to have ever held any professional licenses or been associated with a registered broker-dealer or investment adviser.

18. **Joseph Carswell**, age 47, resides in Marietta, Georgia. Carswell does not appear to have ever held any professional licenses or been associated with a registered broker-dealer or investment adviser.

19. **Michael W. Fullard**, age 47, resides in Myrtle Beach, South Carolina. Fullard does not appear to have ever held any professional licenses or to ever have been associated with a registered broker-dealer or investment adviser.

RELATED ENTITIES

20. **Atlanta Capital LLC** is the name that appears in many of the agreements signed by investors and related correspondence. The Commission has found no other evidence of its legal existence. As such, it appears to be an unregistered and unlicensed d/b/a of Smith and Carswell.

21. **Capital Funding, Inc.**, also appears to be an unregistered and unlicensed d/b/a of Smith and Carswell. Capital Funding, along with Atlanta Capital, appears in many of the documents and related correspondence utilized by Carswell and Smith with investors. The Commission has found no other evidence of its legal existence, and thus, it also appears to be an unregistered and unlicensed d/b/a of Smith and Carswell.

DEFENDANTS' PRIME BANK SCHEME

A. Investor Entity 1

22. In 2012, a Managing Director of a Hong Kong-based energy company (“Investor Entity 1”) was seeking capital for energy-related investments. An

acquaintance referred the Managing Director to Fullard, who informed him that Fullard regularly used bank guarantees to raise capital.

23. Fullard introduced the Managing Director of Investor Entity 1 to Smith, who represented that Smith and Atlanta Capital could arrange for Investor Entity 1 to “lease” a \$10 million bank guarantee for \$150,000. Smith further represented that once the leased bank guarantee was “monetized,” \$3.5 million would be given to Investor Entity 1 in the form of a non-recourse loan.

24. Smith represented that he would then, after deducting his 1% – 2 % fee, invest and trade the remaining approximately \$6.3 million on private trading platforms – generating enough profit to pay off Investor Entity 1’s non-recourse loan.

25. Smith also told the Managing Director that such deals were “rock solid” and that nothing could go wrong, in part, because the loan was non-recourse and, in part, because Investor Entity 1 would have the bank guarantee that was worth \$10 million in its possession as soon as it paid the leasing fee.

26. Among the documents involved in the transaction was a “Letter of Commitment” on Atlanta Capital letterhead stating that Investor Entity 1 had submitted an application “for the purpose of securing an SBLC [standby letter of credit] in the amount of \$10,000,000.00 (“Instrument”) from the National

Westminster Bank in the UK (NatWest), or other bank mutually agreed upon by the parties, for business related activities.”

27. The terms of the “Letter of Commitment” document required Investor Entity 1 to escrow funds with Atlanta Capital in order to secure the investment. The document also represented that Atlanta Capital had the ability to arrange such an “instrument.” When Investor Entity 1 agreed to proceed, emails written by Fullard indicate that he prepared a document entitled “escrow agreement.”

28. On December 10, 2012, the Managing Director of Investor Entity 1 wired \$150,000 to an escrow account designated by Smith and waited for the bank guarantee to be deposited in Investor Entity 1’s account. Approximately one week later, Smith informed the Managing Director that Smith had obtained the bank guarantee and had confirmed that it was legitimate.

29. Smith subsequently sent the Managing Director of Investor Entity 1 a document purportedly showing that a bank guarantee issued by National Westminster Bank for \$10 million would be transferred to Investor Entity 1’s account as soon as Investor Entity 1 instructed the escrow agent to release the funds necessary to lease it.

30. On December 19, 2012, Fullard emailed an executed authorization to release Investor Entity 1’s funds from escrow to Carswell. Fullard then served as

the contact person for Investor Entity 1 during the purported “monetization” process.

31. Investor Entity 1, however, never received the promised funds.

32. In an effort to uncover why Investor Entity 1 had not received the promised funds, the Managing Director contacted Carswell because Carswell had been copied on an email regarding the escrowed funds. Carswell assured the Managing Director that although he knew nothing about this particular transaction, he had dealt with Smith for years and knew that Smith had a good track record of successfully completing such transactions.

33. Carswell, who promised to help the Managing Director of Investor Entity 1 recover its principal, convinced the Managing Director that Investor Entity 1 could do so by leasing a \$2 million certificate of deposit (“CD”) from a “top American bank.” Carswell represented that the leased CD would generate a non-recourse loan sufficient to cover Investor Entity 1’s losses, and that the loan would be paid off by the trading of the CD in a market similar to the one described by Smith.

34. Carswell told the Managing Director, however, that in order to participate in this transaction, Investor Entity 1 would have to escrow another \$32,000. Carswell arranged for the Managing Director of Investor Entity 1 to

receive the appropriate documents. Investor Entity 1 then escrowed the additional \$32,000, but never received the non-recourse loan and, to date, has only received \$10,000 of its principal from Carswell despite repeated efforts to collect.

35. The escrow agent's records indicate that on December 19, 2012, \$12,000 of Investor Entity 1's escrowed funds were disbursed to Fullard, \$112,000 were disbursed to Smith and \$12,000 were disbursed to Carswell.

B. Investor Entity 2

36. In 2013, the CEO and the two managing partners of a Florida-based real property company ("Investor Entity 2") were seeking financing for the acquisition of a coal mine in Pennsylvania.

37. The CEO was told by a business associate that the acquisition could be financed using standby letters of credit. When one of the managing partners expressed an interest in learning more about the process that had been described to him by the CEO, the CEO's business associate arranged for representatives of Investor Entity 2 to meet Smith and Carswell.

38. On or around April 3, 2013, the CEO and one of the managing partners attended a meeting with Smith in Atlanta, Georgia. The other managing partner participated in the meeting by telephone. During that meeting, Smith stated that, following the investment by Investor Entity 2, Atlanta Capital would

obtain a “fresh cut” or “slightly seasoned” standby letter of credit that would be monetized for \$10 million, that 60% of the proceeds of the monetization would go to Investor Entity 2 in the form of a non-recourse loan, and that the remainder of the proceeds would be traded on “private placement platforms.”

39. Smith represented that trading the monetized proceeds that were not loaned to Investor Entity 2 would generate 35% profit each week and would be used to repay Investor Entity 2’s non-recourse loan. Documents given to Investor Entity 2 describing the process state that either a medium term note or a standby letter of credit could be used to generate that capital. At various times, Smith stated that the principal was “100% safe” and could not be lost because it was “impossible to lose” any money.

40. The documents involved in the transaction included one entitled “Letter of Commitment” on Atlanta Capital letterhead that stated Investor Entity 2 had submitted an application “for the purpose of securing an MTN [medium term note] or SBLC/BG [standby letter of credit/bank guarantee] in the amount of \$10,000,000.00 (“Instrument”) from the top World European Banks for business related activities.” That document also stated that Atlanta Capital had the ability to arrange such an instrument.

41. On April 5, 2013, Investor Entity 2, having received and executed the required documents from Smith and Carswell, deposited \$150,000 to obtain the financing described by Smith with the escrow agent designated by Smith.

42. After Investor Entity 2 authorized the release of funds from escrow so that they could be used to acquire the standby letter of credit, the escrow agent's records indicate that on April 18, 2013, \$5,000 was disbursed to Fullard, \$12,500 was disbursed to Carswell, and \$71,500 was disbursed to Smith. On April 26, 2013, an additional \$12,000 was disbursed to Carswell, \$12,000 was disbursed to Smith, and \$6,000 was disbursed to Fullard.

43. Investor Entity 2 has never received the non-recourse loan and has only managed to recover approximately \$52,000 of its principal.

C. Individual Investor 1

44. In 2013, a man residing in Buford, Georgia ("Individual Investor 1), who was raising capital to fund religious and other non-profit activities, was introduced to Carswell by an associate. Carswell told Individual Investor 1 that Carswell was an ordained minister and that he and Smith could help Individual Investor raise capital.

45. Carswell represented that, if Individual Investor 1 escrowed \$200,000, the funds would be used to lease a standby letter of credit or bank guarantee valued

at \$10 million. The leased instrument would then be “monetized” for \$8 million, of which \$7.2 million would be loaned to Individual Investor 1 within 45 days in the form of a non-recourse loan. The remaining \$800,000 would be traded by Smith.

46. Carswell also explained that Smith would invest that \$800,000 in debentures that would be traded on a daily basis, and that the profit from those trades would be used to repay the \$7.2 million loaned to Individual Investor 1. Carswell, who was at this point plainly aware of Smith’s nonperformance with respect to Investor Entity 1, assured Individual Investor 1 that he knew Smith, had worked with him on similar transactions before, and that Smith always “performed” and always “pays.”

47. Carswell also personally guaranteed that the transaction would work as he had described, and repeatedly said that there was “no risk.” During their initial meeting, which took place in Buford, Georgia, Carswell called Smith and let Individual Investor 1 talk to him. Smith repeated much of Carswell’s description of the capital raising process and stated repeatedly that there was “no risk” associated with it.

48. Among the documents involved in the transaction was one entitled “Capital Funding Letter of Commitment,” on the letterhead of Capital Funding,

stating that Individual Investor would submit an application “for the purpose of securing an MTN or SBLC/BG in the amount of \$10,000,000.00 (“Instrument”) from the top World European Banks for business related activities. This document states that “Capital Funding has the ability to arrange such INSTRUMENT”

49. Carswell subsequently informed Individual Investor 1 that Smith had leased a standby letter of credit for someone else with a face value of \$100 million – ten times the value of the instrument that Individual Investor 1 was considering leasing. Carswell told Individual Investor 1 that if he quickly escrowed \$200,000, it could be used to lease a portion of that instrument. Moreover, because of the size of that instrument, the \$7.2 million to be loaned to Individual Investor 1 would be available in less than 45 days.

50. Individual Investor 1 escrowed \$200,000 on July 12, 2013, and simultaneously authorized its release so that the “instrument,” (i.e., the medium term note, standby letter of credit, or bank guarantee) could be obtained. Smith then informed Individual Investor 1 that the funds had been released to Smith and that everything was proceeding as planned.

51. Individual Investor 1 never received the funding that he was promised. Despite persistent inquiries, Individual Investor 1 only managed to recover \$17,500 of the \$200,000 that he invested.

52. The escrow agent's records indicate that on July 12, 2013, \$134,000 of the funds escrowed by Individual Investor 1 was disbursed to Smith and \$25,000 was disbursed to Carswell. Another \$35,000 was disbursed to Carswell on July 15, 2013.

D. Individual Investor 2

53. In 2012, a Mexican national ("Individual Investor 2") invested approximately \$250,000 with Atlanta Capital.

54. The documents involved in the transaction included a "Letter of Commitment" on Atlanta Capital letterhead that stated Individual Investor 2 had submitted an application "for the purpose of securing an MTN or SBLC in the amount of \$20,000,000.00 ("Instrument") from the top World European Banks for business related activities."

55. The document also stated that Atlanta Capital had the ability to arrange such an instrument.

56. On July 25, 2012, Individual Investor 2 deposited \$249,970 in escrow with an escrow agent known to work with Smith and Carswell.

57. The escrow agent's records indicate that, after the funds were deposited into escrow, \$115,000 was disbursed to Carswell between July 30, 2012

and August 15, and another \$45,000 was disbursed to Smith in the same time frame.

COUNT I – FRAUD

**Violations of Section 17(a)(1) of the Securities Act
[15 U.S.C. § 77q(a)(1)]**

(Defendants Smith and Carswell)

58. Paragraphs 1 through 56 are hereby re-alleged and incorporated herein by reference.

59. During 2013 and 2014, Defendants Smith and Carswell, in the offer and sale of the securities described herein, by the use of means and instruments of transportation and communication in interstate commerce and by use of the mails, directly and indirectly, employed devices, schemes and artifices to defraud purchasers of such securities, all as more particularly described above.

60. Defendants Smith and Carswell knowingly, intentionally, and/or recklessly engaged in the aforementioned devices, schemes and artifices to defraud.

61. While engaging in the course of conduct described above, Defendants Smith and Carswell acted with scienter, that is, with an intent to deceive, manipulate, or defraud, or with a severely reckless disregard for the truth.

62. By reason of the foregoing, Defendants Smith and Carswell, directly and indirectly, have violated and, unless enjoined, will continue to violate Section 17(a)(1) of the Securities Act [15 U.S.C. § 77q(a)(1)].

COUNT II – FRAUD

**Violations of Sections 17(a)(2) and 17(a)(3) of the Securities Act
[15 U.S.C. §§ 77q(a)(2) and 77q(a)(3)]**

(Defendants Smith and Carswell)

63. Paragraphs 1 through 56 are hereby re-alleged and incorporated herein by reference.

64. From at least March 2013 through September 2015, Defendants Smith and Carswell, in the offer and sale of the securities described herein, by the use of means and instruments of transportation and communication in interstate commerce and by use of the mails, directly and indirectly:

- a. obtained money and property by means of untrue statements of material fact and omissions to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and

b.e engaged in transactions, practices and courses of business whiche would and did operate as a fraud and deceit upon the purchasers of e such securities, all as more particularly described above.e

65.e By reason of the foregoing, Defendants Smith and Carswell, directlye and indirectly, have violated and, unless enjoined, will continue to violate Sections 17(a)(2) and 17(a)(3) of the Securities Act [15 U.S.C. §§ 77q(a)(2) and 77q(a)(3)].

COUNT III – FRAUD

Violations of Section 10(b) of the Exchange Act and Rule 10b-5(a), (b), and (c) Thereunder

[15 U.S.C. § 78j(b); 17 C.F.R. § 240.10b-5(a), (b) and (c)]

(Defendants Smith and Carswell)

66.e Paragraphs 1 through 56 are hereby re-alleged and incorporated herein by reference.

67.e During 2013 and 2014, Defendants Smith and Carswellęin connectione with the purchase or sale of securities described herein, by the use of the means and instrumentalities of interstate commerce and by the use of the mails, directly and indirectly:

a.e employed devices, schemes, and artifices to defraud;e

- b. made untrue statements of material facts and omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and
- c. engaged in acts, practices, and courses of business which would and did operate as a fraud and deceit upon the purchasers of such securities, all as more particularly described above.

68. Defendants Smith and Carswell knowingly, intentionally, and/or recklessly engaged in the aforementioned devices, schemes, and artifices to defraud, made untrue statements of material facts and omitted to state material facts, and engaged in fraudulent acts, practices, and courses of business. In engaging in such conduct, Defendants Smith and Carswell acted with scienter; that is, with an intent to deceive, manipulate, or defraud or with a severely reckless disregard for the truth.

69. By reason of the foregoing, Defendants Smith and Carswell, directly and indirectly, have violated and, unless enjoined, will continue to violate, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

COUNT IV – FAILURE TO REGISTER AS SECURITIES BROKER

**Violations of Section 15(a) of the Exchange Act
[15 U.S.C. § 78o(a)]**

(All Defendants)

70. Paragraphs 1 through 56 are hereby re-alleged and incorporated herein by reference.

71. By their conduct as alleged above, during 2013 and 2014, Defendants violated Section 15(a)(1) of the Exchange Act, which makes it unlawful for a broker “to effect any transactions in, or to induce or attempt to induce the purchase or sale of, any security . . . unless such broker . . . is registered” with the Commission pursuant to Section 15(b) of the Exchange Act or, in the case of a natural person, is associated with a registered broker-dealer.

72. During 2013 and 2014, as alleged above, Defendants Smith, Carswell and Fullard participated in the sale of over \$750,000 of securities to multiple investors.

73. Defendants, during that time, actively solicited investors, handled customer funds and securities, and gave advice as to the merits of the investments they offered.

74. During 2013 and 2014, none of the Defendants were registered with the Commission as a broker pursuant to Section 15(b) of the Exchange Act, nor were any of them associated with a registered broker-dealer.

75. By reason of the foregoing, Defendants have violated and, unless enjoined, will continue to violate Section 15(a) of the Exchange Act [15 U.S.C. § 78o(a)] by acting as unregistered brokers.

WHEREFORE, Plaintiff Commission respectfully prays for:

I.

Findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, finding that Defendants committed the violations alleged herein.

II.

Permanent injunctions enjoining Defendants Smith and Carswell, their officers, directors, agents, servants, employees, and attorneys from violating, directly or indirectly, Section 17(a)(1), (2) and (3) of the Securities Act [15 U.S.C. § 77q(a)(1), (2) and (3)] and Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5(a), (b) and (c) thereunder [17 C.F.R. § 240.10b-5(a), (b) and (c)].

III.

Permanent injunctions enjoining Defendants, their officers, directors, agents, servants, employees, and attorneys from violating, directly or indirectly, Section 15(a) of the Exchange Act [15 U.S.C. § 78o(a)].

IV.

An order requiring the disgorgement by Defendants of all ill-gotten gains or unjust enrichment with prejudgment interest, to effect the remedial purposes of the federal securities laws.

V.

An order pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. §78u(d)(3)] imposing civil penalties against all Defendants.

VII.

Such other and further relief as this Court may deem just, equitable, and appropriate in connection with the enforcement of the federal securities laws and for the protection of investors.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, the Commission demands trial by jury in this action of all issues so triable.

Dated this 8th day of November, 2016.

Respectfully submitted,

/s/ W. Shawn Murnahan
W. Shawn Murnahan
Senior Trial Counsel
Georgia Bar No. 529940
Tel: (404) 842-7669
Email: murnahanw@sec.gov

M. Graham Loomis
Regional Trial Counsel
Georgia Bar No. 457868
Tel: (404) 842-7622
Email: loomism@sec.gov

COUNSEL FOR PLAINTIFF
Securities and Exchange Commission
Atlanta Regional Office
950 East Paces Ferry Road, N.E., Suite 900
Atlanta, GA 30326-1382
Fax: (703) 813-9364

EXHIBIT

B

UNITED STATES OF AMERICA
Before the
UNITED STATES SECURITIES AND EXCHANGE COMMISSION

ADMINISTRATIVE PROCEEDING
File No. 3-18271

In the Matter of

**JEFFREY D. SMITH,
JOSEPH CARSWELL and
MICHAEL W. FULLARD**

Respondents.

**MOTION BY DIVISION OF
ENFORCEMENT FOR A FINDING
THAT RESPONDENTS ARE IN
DEFAULT AND FOR IMPOSITION
OF REMEDIAL SANCTIONS**

DECLARATION OF WILLIAM S. DIXON (EXHIBIT B)

I, William S. Dixon, declare pursuant to 28 U.S.C. § 1746 as follows:

1. I am a Senior Counsel in the Division of Enforcement of the U.S. Securities and Exchange Commission ("Commission"). I conducted the Commission's investigation of Jeffrey D. Smith d/b/a Atlanta Capital LLC a/d/b/a Capital Funding, Inc. ("Smith"), Joseph Carswell d/b/a Atlanta Capital LLC a/d/b/a Capital Funding, Inc. ("Carswell"), and Michael W. Fullard (Fullard") (collectively, "the Respondents"), which led to the filing of a complaint against them in the United States District Court for the Northern District of Georgia, and, thereafter, the institution of this proceeding. The following information is based upon my personal knowledge of facts obtained during the investigation and from a review of the Commission's files in this matter.

2. In 2012 and 2013, Smith and Carswell, using two fictitious companies (Atlanta Capital LLC and Capital Funding, Inc.), raised approximately \$750,000 from at least four known investors, representing that the Respondents would use investor funds to procure various

instruments (medium term notes, bank guarantees, and standby letters of credit) for them worth millions of dollars. Fullard acted as a finder for Smith and Carswell, and referred at least one victim investor to them.

3.e Investors were told that those instruments would be “monetized,” and that several million dollars of monetized proceeds would be loaned to investors in the form of non-recourse loans. Further, investors were told that the balance of the monetized proceeds would be invested in instruments such as debentures, which would be traded in a manner that would produce returns of as much as 35% per week. Investors were also told that those returns would be used to pay off the investors’ loans, and that the transactions were risk-free.

4.e As part of the investigation that led to filing the District Court action against the Respondents, I reviewed bank and escrow records that reflected the receipt of investor funds from the scheme alleged in the District Court action. After money was received from investors by Keisha Perry, Esq., the escrow agent, it was disbursed by her to the Respondents, and individuals or entities connected to them, often shortly after it was received. I could not find any evidence that investor funds were used to purchase or invest in any instruments.

5.e None of the investors received the rates of return that were promised to them. None of the investors received standby letters of credit, other instruments or loans from the Respondents. Moreover, none of the investors were successful in recovering more than a small portion of their investment proceeds from the Respondents. Their transactions were not risk-free.

6.e Exhibit C to the Division’s Motion for Default Disposition is the Declaration of James Sarver, which was provided to me during the course of the Commission’s investigation. Mr. Sarver was one of the victim investors in this case, and was identified in the Complaint as

“Individual Investor 1”. Mr. Sarver’s Declaration sets forth some of his dealings with Respondents Smith and Carswell, as well as Keisha Perry, Esq., of the Perry Law Group. It also includes some of the fraudulent misrepresentations that were made to him which led Mr. Sarver to invest \$200,000 with the Respondents.

7.o Exhibit D to the Division’s Motion for Default Disposition is the Declaration of Jayson Colavalla. Included with Mr. Colavalla’s Declaration are the exhibits he referenced therein. Mr. Colavalla was the managing partner of one of the investors in this case, TALC Properties LLC (“TALC Properties”), which was identified in the Complaint as “Investor Entity 2”. Mr. Colavalla’s Declaration sets forth some of his dealings on behalf of TALC Properties with Respondents Smith and Carswell, Keisha Perry, Esq., of the Perry Law Group, and others. It also includes some of the fraudulent misrepresentations that were made to him, which led Mr. Colavalla to invest \$150,000 with the Respondents on behalf of TALC Properties.

8.o Exhibit E to the Division’s Motion for Default Disposition is the investigative testimony of Keisha Perry, Esq., of the Perry Law Group, which I obtained from her on August 25, 2015, on behalf of the Commission. Attached to Ms. Perry’s investigative testimony are the exhibits referenced therein (Exhibits 1 – 34). Ms. Perry served as the “paymaster/escrow agent” for the Respondents. Victim investors would send their investments to Ms. Perry based upon their interactions with the Respondents and others. After Ms. Perry deducted her commission and fees for her services, she distributed the remainder to the Respondents, and individuals or entities connected to them. Ms. Perry also prepared a “disbursement log” for each transaction, reflecting the amount of money that she received from each investor and the date she received it, the amounts she deducted for her commissions and fees, and the individuals or entities to whom

she disbursed the remaining funds, including the amount and date of each disbursement. *See* Exhibit E (Perry Testim.), pp. 86 - 89, 99 - 101, 105 - 106.

9.e Ms. Perry served as the “paymaster/escrow agent” for victim investors James Sarver and TALC Properties, referenced in paragraphs six and seven, above, and prepared disbursement logs for their transactions. *See* Exhibit E (Perry Testim.), p. 89 - 90, 120-121 (testimony regarding Mr. Sarver’s disbursement log) and Exhibit 18 attached thereto (Colavalla/TALC Properties’ 4/26/13 disbursement log). Exhibit F to the Division’s Motion for Default Disposition is the disbursement log that Ms. Perry prepared for Mr. Sarver’s investment.

10.e Ms. Perry also served as the “paymaster/escrow agent” for investor Jodye McConkey, acting on behalf of Vajra Energy Limited (“Vajra”), and investor Jose Yenny, who were identified in the Complaint as “Investor Entity 1” and “Individual Investor 2”, respectively. She also prepared disbursement logs for their transactions. *See* Exhibit E (Perry Testim.), Exhibits 14 (McConkey/Vajra disbursement log) and 21 (Mr. Yenny’s disbursement log). In addition, Ms. Perry served as the “paymaster/escrow agent” for T.L Gilliam and Gabriel Gaide, who also sent money to the Respondents but were not identified in the Complaint. *See* Exhibit E (Perry Testim.), Exhibits 24 (Mr. Gilliam’s disbursement log) & 26 (Mr. Gaide’s disbursement log).

11. Exhibit I to the Division’s Motion for Default Disposition is the Escrow Agreement for Vajra’s investment, which memorialized that Vajra had engaged the services of Atlanta Capital “to assist with procuring a financial instrument.”

12.e One of the attachments to Exhibit E, Ms. Perry’s investigative testimony, is Exhibit 16, a January 30, 2013, e-mail from Mr. McConkey to Ms. Perry. *See* Exhibit E (Perry Testim.), Exhibit 16. In it, Mr. McConkey expressed his dissatisfaction with his dealings with

“Mike Fullard and Atlanta Capital.” *Id.* Specifically, Mr. McConkey complained that, despite being told by “Mike Fullard and Atlanta Capital” that a standby letter of credit for Vajra would be monetized through two different trade groups, it had not occurred. Mr. McConkey also complained that, although he had previously sent money to Ms. Perry with the understanding that it would be used to purchase an “instrument” for Vajra, he had not received anything reflecting the existence of such an instrument. *Id.* Mr. McConkey’s e-mail further referenced a previous e-mail exchange that he had with Ms. Perry, in which she copied Respondent Carswell. Mr. McConkey also requested information pertaining to Respondent Carswell’s involvement in the Vajra investment in his e-mail. *Id.*

13.e A review of the disbursement log that Ms. Perry prepared for the McConkey/Vajra transaction reveals that, on December 10, 2012, approximately seven weeks *prior* to Mr. McConkey’s e-mail, referenced in paragraph 12, above, Ms. Perry received \$150,000 from him. *See* Exhibit E (Perry Testim.), Exhibit 14. Ms. Perry deducted \$3,000 from it for her commission. *Id.* She distributed the remainder of Vajra’s investment as follows: (1) on December 19, 2012, \$100,000 to Knox Corporation Unlimited, on behalf of (“o/b/o”) client Jeffrey Smith; (2) on December 19, 2012, \$12,000 to Carol Fullard, Respondent Fullard’s wife, for client Mike Fullard; (3) on December 19, 2012, \$12,000 to Raysa Carswell, for client Joseph Carswell (Raysa Carswell is also known as Raysa Angelina Compres. She was listed as living at the same address as Carswell at the time); (4) on December 19, 2012, \$12,000 to Clear Thinking Enterprises, for client Jeffrey Smith; and, (5) on December 12, 2012, \$11,000 to Elizabeth Radochonski, for client Elizabeth Radochonski. *Id.*

14.e Exhibits G and H to the Division’s Motion for Default Disposition, respectively, are the December 2012 and January 2013 bank account statements for Knox Corporation

Unlimited, which I obtained from BB&T during the course of my investigation. *See* Exhibits G (December 31, 2012 account statement) and H (January 31, 2013 account statement). Exhibit G reflects that, on December 19, 2012, \$100,000 was wire-transferred to the account of Knox Corporation Unlimited, as set forth in the Vajra disbursement log referenced in paragraph 13, above. I obtained account documentation from BB&T for Knox Corporation Unlimited, which revealed that Respondent Smith had established the account for it, and that his home address at the time was the same address he used with BB&T for Knox Corporation Unlimited. Knox Corporation Unlimited is an alter-ego for Respondent Smith.

15.e A review of the disbursement log that Ms. Perry prepared for the Sarvere transaction reveals that, on July 12, 2013, Ms. Perry received \$200,000 from Mr. Sarver. *See* Exhibit F. Ms. Perry deducted \$6,000 from this amount for her commission and fees. *Id.* She distributed the remainder of Mr. Sarver's investment as follows: (1) on July 12, 2013, \$134,000 to Knox Corporation Unlimited, for client Jeffrey Smith; (2) on July 12, 2013, \$35,000 to Joseph Carswell, for client Joseph Carswell; and, (3) on July 15, 2013, a \$25,000 Cashier's Check to Capital Funding Partners, on behalf of client Joseph Carswell. *Id.*

16.e A review of the disbursement log that Ms. Perry prepared for the Colavalla/TALC Properties' transaction reveals that, on April 5, 2013, Ms. Perry received \$150,000 from Mr. Colavalla on behalf of TALC Properties. *See* Exhibit E (Perry Testim.), Exhibit 18 (4/26/13 disbursement log). Ms. Perry deducted \$8,000 from this amount for her commission and fees. *Id.* She distributed the remainder of TALC Properties' investment as follows: (1) on April 18, 2013, \$12,500 to Joseph Carswell, for client Joseph Carswell; (2) on April 18, 2013, \$71,500 to Knox Corporation Unlimited, on behalf of client Jeffrey Smith; (3) on April 18, 2013, \$5,000 to Howell Real Estate, on behalf of client Brad Howell; (4) on April 18, 2013, \$5,000 to Carol

Fullard, Respondent Fullard's wife, for client Mike Fullard; (5) on April 26, 2013, \$12,000 to Joseph Carswell, for client Joseph Carswell; (6) on April 26, 2013, \$12,000 to Knox Corporation Unlimited, on behalf of client Jeffrey Smith; (7) on April 26, 2013, \$12,000 to George A. Gil, for client Kay Sepa; (8) on April 26, 2013, \$6,000 to Carol Fullard, Respondent Fullard's wife, for client Mike Fullard; (9) on April 26, 2013, \$5,000 to Bradley Howell, for client Brad Howell; and (10) on April 26, 2013, \$1,000 to Trade Finance Capital, for client Ira Brody, on behalf of Brad Howell. *Id.*

17.e In Mr. Yenny's Escrow Agreement with Carswell and the Perry Law Group, Carswell and Mr. Yenny were identified as "parties to a Purchase Agreement whereby Yenny is engaging the services of Carswell to assist with procuring a financial instrument." See Exhibit E (Perry Testim.), Exhibit 20, p. 1. A review of the disbursement log that Ms. Perry prepared for the Yenny transaction reveals that Mr. Yenny's investment was not used on his behalf. On July 25, 2012, Ms. Perry received \$249,970 from Mr. Yenny, and deducted \$5,650 from it for her commission and fees. See Exhibit E (Perry Testim.), Exhibit 21. Ms. Perry distributed the remainder of Mr. Yenny's investment as follows: (1) on July 30, 2012, \$15,000 to National Financial Services, for the benefit of ("f/b/o") Joseph Carswell, for client Joseph Carswell (this wire was rejected because the account was closed, and was returned to Ms. Perry); (2) on July 30, 2012, \$15,000 to Clear Thinking Enterprises, for client Jeffrey Smith; (3) on July 31, 2012, \$100,000 to Abdou Lebrik, for client Joseph Carswell; (4) on July 31, 2012, \$15,000 to Raysa Angelina Compres (a/k/a Raysa Carswell), on behalf of client Joseph Carswell; (5) on August 13, 2012, \$30,000 to Clear Thinking Enterprises, for client Jeffrey Smith; (6) on August 13, 2012, \$20,000 to Raysa Angelina Compres (a/k/a Raysa Carswell), on behalf of client Joseph Carswell; (7) on August 13, 2012, \$30,000 to H.I.L.D.A. Investments LLP, for client Ruben

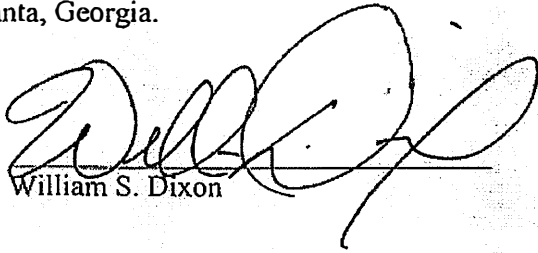
Gomez, on behalf of Joseph Carswell; (8) on August 14, 2012, \$15,000 to Raysa Angelina Compres (a/k/a Raysa Carswell), on behalf of client Joseph Carswell; and, (9) on August 15, 2012, \$19,320 to Raysa Angelina Compres (a/k/a Raysa Carswell), on behalf of client Joseph Carswell. *Id.*

18. On November 8, 2016, a Complaint for Injunctive and Other Relief was filed against Smith, Carswell and Fullard, and, on October 11, 2017, a Final Judgment was entered by default against them. A corrected Final Judgment was entered on December 20, 2017. See Exhibits A (Complaint), J (Final Judgment) and K (Corrected Final Judgment) to the Division's Motion for Default Disposition.

[REMAINDER INTENTIONALLY LEFT BLANK]

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on March 22, 2018, at Atlanta, Georgia.



William S. Dixon

EXHIBIT

C

DECLARATION OF JAMES SARVER

1. I am over the age of 18 and am not laboring under any disabilities;
2. I have personal knowledge of the facts alleged herein;
3. In 2013 I was seeking funding to use as venture capital. During that process I was introduced to Joseph Carswell ("Carswell") who informed me that he and Jeffrey Smith ("Smith") of Capital Funding would be able to raise the funds that I was seeking;
4. On or about 15 April 2013 I met Carswell at a Starbucks close to the Mall of Georgia in Buford, Georgia. During that meeting Carswell explained that in order for the capital-raising process to proceed, I would have to wire \$200,000 to the escrow account of Keisha Perry Esq. ("Perry") of The Perry Law Group that would be used to lease a standby letter of credit or bank guarantee with a value of \$10 million. The leased instrument would then be "monetized" for 80% of its value or \$8 million. Of that \$8 million, \$7.2 million would initially be loaned to me. The remaining \$800,000 would be traded by Smith of Capital Funding;
5. Carswell explained that Smith and Capital Funding would invest that \$800,000 in debentures that would be traded on a daily basis and that the profit from those trades would be sufficient to, and would be used to, pay off the \$7.2 million loaned to me;
6. Carswell also told me during that conversation that a portion of the \$7.2 million could be used to lease another standby letter of credit and that that instrument would, in turn, result in another loan to me and additional proceeds that Smith would use to trade debentures. The profits from trading those debenture would be sufficient to pay off that second loan and would be used to do so;
7. Carswell told me during that conversation at Starbucks that he knew Smith, had worked with him on similar transactions before, and that Smith always "performed" and "pays";

8. Carswell said that he personally guaranteed that the transaction would work as he had described it and repeatedly told me that there was "no risk";
9. Carswell told me that I would have the \$7.2 million within 30 to 45 days after I escrowed the \$200,000. He said that it would not take more than the maximum of 45 days.
10. During that meeting at Starbucks, Carswell informed me that he would call Smith so that I could talk to him directly. I insisted that he place the call on my cell phone so that I would also have Smith's phone number.
11. Carswell called Smith using my phone and during the ensuing conversation with him Smith described to me how the capital-raising process would work. Although the actual words he used differed somewhat from Carswell's, his description was, in all important aspects, identical to the process described by Carswell that is summarized in Paragraphs 2 – 9 above. Smith also repeatedly informed me that there was "no risk" associated with the capital-raising process;
12. I also called Perry of The Perry Law Group on or about 17 April 2013. During that call Perry told me that she couldn't guarantee anything after the money was released from her account. However, she also said that she had done business with Smith and Carswell before and that they were "performers." According to Perry, the rules of confidentiality prevented her from disclosing the identity of those involved in those other transactions;
13. On or about April 18, 2013, Carswell informed me that Smith had leased a standby letter of credit for someone else with a face value of \$100,000,000 which was ten times the value of the instrument that I was considering leasing. He told me that if I quickly sent \$200,000 to the escrow account of The Perry Law Group, it would be used to lease a portion of that instrument. Moreover, he informed me that because of the size of that instrument, it would generate the \$7.2 million to be loaned to me sooner than the 30 – 45 days that it would take the smaller instrument to do so;

14. On or about April 18, 2013, I transferred \$200,000 to the escrow account of The Perry Law Group and signed the document that I was told was required for those funds to be released from escrow;
15. Later that day, Smith informed me that the funds had been released to him and that everything was proceeding as planned;
16. To date, I have not received the \$7.2 million promised. Although I have, through persistent inquiries, recovered \$17,500 of the \$200,000 that I invested, that is all that I have managed to recover;
17. I swear under penalty of perjury that the foregoing is true and accurate to the best of my knowledge.

Sworn and subscribed before me this 20th day of May, 2015

A handwritten signature in black ink, appearing to read "James Sarver", written in a cursive style.

James Sarver

EXHIBIT

D

DECLARATION OF JAYSON COLAVALLA

1. I am over the age of 18 and am not laboring under any disabilities;
2. I have personal knowledge of the facts alleged herein;
3. In 2013 I was a managing partner of TALC Properties FL LLC ("TALC Properties"). At that time Tony Scott was the CEO of TALC Properties and Sam Watkins was the other managing partner;
4. TALC Properties is a Florida Limited Liability Company headquartered in Miami, Florida. The primary focus of the business in 2013 was its attempt to acquire a coal mine in Pennsylvania;
5. In early 2013 TALC Properties was exploring its options with respect to traditional bank financing to facilitate the acquisition of that coal mine;
6. In 2013 Tony Scott introduced me to Kay Saptureuta who informed Tony Scott, Sam Watkins, and me that he knew people who could assist us with raising the capital that we needed to purchase the coal mine;
7. Kay Saptureuta and I spoke at least three (3) times before April 4, 2013. During the first of those conversations he laughed when I told him TALC Properties was pursuing traditional bank financing for the purchase of the coal mine and told me that he knew of a better way to finance its purchase;
8. Kay Saptureuta, who portrayed himself as being familiar with and having some experience with the transactions that he was describing, informed me that TALC could purchase a "fresh-cut" or "slightly seasoned" standby letter of credit that could then be "monetized" within days of TALC Properties paying the purchase price of 10% of the value of the standby letter of credit. The monetization would generate 85% of the value of the instrument, of which, 60% would be given to TALC in the form of a non-recourse loan which TALC Properties could use to purchase the coal mine. He stated that that part of the process could be completed in ten or fewer days. The remainder of the proceeds generated by monetization would be loaned to a group of people

who would invest part of it in instruments that generated enough profit when traded on “private placement platforms” to repay TALC Properties’ non-recourse loan and the loan to the group responsible for the trading.

9. During one of our follow-up conversations, Kay Saptureuta also told me that Keisha Perry of the Perry Law Group would represent all parties involved in the capital-raising process. He represented that she would be responsible for escrowing the purchase price, disbursing any proceeds, verifying the CUSIP #, ISIP #, and validity of the instruments involved, and ensuring that every aspect of the transaction was conducted properly;
10. Kay Saptureuta suggested that we meet with Jeffrey Smith and Joseph Carswell, both of Atlantis Capital LLC, and Keisha Perry of The Perry Law Group in order to discuss the method of raising capital that he had described and with which they were familiar;
11. On April 3, 2013, Tony Scott and Sam Watkins attended a meeting at the offices of The Perry Law Group in Atlanta, GA. Although I did not attend that meeting, I listened and participated via telephone. The other attendees at that meeting were Kay Saptureuta, Jeffrey Smith and Joseph Carswell of Atlantis Capital LLC and Keisha Perry of the Perry Law Group;
12. During the April 3, 2013 meeting at the offices of The Perry Law Group, Ms. Perry informed my partners and me that her law firm would act as the “Paymaster” in this transaction. She informed us that her duties and responsibilities as Paymaster included, among other things, overseeing the entire transaction and ensuring that all parties were properly paid;
13. During the meeting at the offices of The Perry Law Group on April 3, 2013, Ms. Perry also informed Tony Scott, Sam Watkins, and me that her law firm would act as the Escrow Agent during the capital-raising process, would represent all parties to the transaction, would take care of all of the legal aspects of the transaction, and would verify the legitimacy of all instruments involved in the transaction. Keisha Perry never discussed potential conflicts of

interest associated with her representation of all parties to the transaction and Tony Scott, Sam Watkins, and I never agreed to waive potential or actual conflicts of interest;

14. An executed copy of the Escrow Agreement is attached as Exhibit 1;
15. Keisha Perry stated that she would validate the instrument's CUSIP number to ensure that we would not incur a loss;
16. During that meeting at The Perry Law firm on April 3, 2013, Jeffrey Smith stated that Atlanta Capital LLC would obtain a "fresh cut" or "slightly seasoned" standby letter of credit through Tariq Nasrawi of Rosnal Capital. He stated that that instrument would be monetized and 60% of the proceeds of the monetization would go to TALC Properties in the form of a non-recourse loan and that the remainder would be loaned to Atlantis Capital LLC which would invest a portion of that loan in instruments traded on "private placement platforms." He stated that the proceeds of trading those instruments would generate 35% in profit each week and would be used to repay the non recourse loan to TALC Properties and Atlantis Capital LLC. Some of the remaining principal would then be used to invest in even larger standby letters of credit on behalf of TALC Properties;
17. At various times during these preliminary discussions, Jeffrey Smith informed us that our money was "100% safe" and that we would not lose any money because it was impossible to lose any money. Keisha Perry, Kay Saptareuta and Jeffrey Smith all stated that the money would only leave the escrow account to pay for the standby letter of credit after each of them had validated the instrument.
18. At various times as Jeffrey Smith described the capital-raising process, both Joseph Carswell and Keisha Perry made statements supporting things that he had just said. At no time did either of them dispute, alter or call into question anything that Jeffrey Smith said;


19. During the meeting at the offices of The Perry Law Group on April 3, 2013, Ms. Perry told Tony Scott, Sam Watkins, and me that her law firm would conduct due diligence on all of the individuals and entities involved in the proposed capital-raising process in exchange for a fee of \$1200. Ms. Perry was given a certified check for \$1200 by TALC Properties on or about April 3, 2013.;
20. On or about April 4, 2015, TALC Properties wired \$150,000 for the purchase of the standby letter of credit to the escrow account designated by Keisha Perry as instructed by Jeffrey Smith and Keisha Perry;
21. Ms. Perry informed Tony Scott, Sam Watkins and me in a phone call on or about Monday, April 8, 2015, that she had completed her due diligence on the participants in the capital-raising process. She stated in that conversation that the only negative information that she had discovered about any of them in her due diligence was that Jeffery Smith had some minor traffic violations that were being addressed;
22. After that I signed a document authorizing the release of TALC Properties' \$150,000 from that escrow account after Jeffrey Smith, Keisha Perry and Kay Saptureuta each informed me that the standby letter of credit had been identified and was ready to be purchased, that its CUSIP #s had been verified, and that it would be transferred to the appropriate account once the escrowed \$150,000 were released;
23. Approximately 10 or more days after the funds were released from escrow for the purchase of the standby letter of credit, I began to inquire when we could expect to receive the proceeds of the monetization process. At that point each person I questioned, Jeffery Smith, Joseph Carswell, and Keisha Perry, began to blame other participants in the process for the delay;
24. I then began to conduct my own investigation. Attached as Exhibit 2 are records relating to Tariq Nasrawi and Jeffrey Smith that I located in July or August of 2013 simply by searching for

their names in Google. Tony Scott and Sam Watkins who met Jeffrey Smith at the office of the Perry Law Group confirmed that the person that they met is the person pictured in the photograph. Those documents, among other things, indicate that Jeffrey Smith was charged with theft in 2009 and that Tariq Nasrawi was convicted of offenses such as racketeering and grand theft in 1986 and 1988. The Perry Law Group never informed Tony Scott, Sam Watkins or me of any of those facts that I believe were readily available from public sources;

25. When I subsequently confronted Ms. Perry with the records that I had discovered relating to the convictions of Jeffrey Smith and Tariq Nasrawi, she responded that her firm did not conduct a Google search as part of its due diligence.
26. Ms. Perry also sent me the disbursement log attached as Exhibit 3 during my investigation that documented how the \$150,000 that TALC Properties deposited in her escrow account was disbursed by her. There is no indication in that log that any of it was used to purchase a standby letter of credit. Neither Tony Scott, Scott Watkins or I was ever told that Brad Howell, Mike Fullard and/or Carol Fullard were involved in the capital-raising processing in any way or that any portion of the \$150,000 in the escrow account would be disbursed to any of them. We also do not know who they are, why money went to them, and/or what their involvement was;
27. When I asked Keisha Perry why funds were disbursed as they were and not used to purchase a standby letter of credit, she informed me that Jeffrey Smith owed her and/or The Perry Law Group money and that she was entitled to satisfy those loans from the \$150,000 escrowed by TALC Properties once those funds had been released. She also stated that it was not uncommon for firms like Atlantis Capital to initially purchase instruments with their own funds rather than those escrowed and to recoup the expense later. That was the first time that I had been informed of that debt and that the funds escrowed by TALC Properties could and would be used to satisfy that debt;

28. During my investigation I also contacted Tariq Nasrawi of Rosnal Capital. He informed me that the \$150,000 should have been wired directly to him and that that was why TALC Properties had not received the standby letter of credit. He also informed me that he could get a standby letter of credit of the same value as the one that Atlantis Capital LLC had allegedly purchased for TALC Properties for \$25,000 that could be used just as Jeffrey Smith had described at the April 4, 2013 meeting held at the office of The Perry Law Group. After TALC Properties transferred \$25,000 to Rosnal Capital Tariq Nasrawi informed me that he was having trouble finding someone to monetize the instrument. At Tariq Nasrawi's instruction, TALC Properties wired Rosnal Capital an additional \$23,840 to pay for the monetization of the standby letter of credit on May 21, 2013 (See bank statement attached as Exhibit 4);
29. To date, TALC Properties has not received a standby letter of credit from any of the participants in the capital-raising transaction, the promised loan, or any of the promised proceeds of trading by Atlantis Capital LLC. I, through my own efforts, did recoup \$27,000 that had been paid to Kay Saptureuta and \$25,000 that had been paid to Joseph Carswell; and
30. I swear under penalty of perjury that the foregoing is true and accurate to the best of my knowledge.

Sworn and subscribed before me this 20th day of March, 2018



Jaysen Colavalla

The Perry Law Group
Escrow Agreement

THIS ESCROW AGREEMENT dated as of this 17th day of April, 2013, by and between Atlanta Capital, LLC 3040 Peachtree Street, Atlanta, GA 30305 ("AC"), TALC Properties, LLC 14611 Stromley Drive, Charlotte, NC 28262 ("TALC") and The Perry Law Group, LLC having address at 600 West Peachtree Street, Suite 1560 Atlanta, GA 30308 (the "Escrow Agent") (collectively the "Parties").

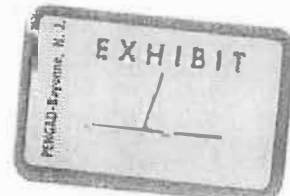
WITNESSETH:

- (A) Whereas, AC and TALC are parties to a Letter of Commitment ("LOC") dated as of April 17, 2013 whereby TALC is engaging the services of AC to secure a MTN or SBLC/BG in the amount of Five Million Dollars (\$5,000,000.00 USD) ("Instrument") from a top World European Bank for business related activities.
- (B) Whereas, pursuant to the terms of the LOC, TALC has agreed to deliver the sum of One Hundred Fifty Thousand Dollars (\$150,000.00 USD) to the Escrow Agent to be held in accordance with the terms of the Escrow Agreement; and
- (C) Whereas, AC and TALC each appoint the Escrow Agent to serve as an escrow agent hereunder; and
- (D) Whereas, the Escrow Agent has agreed to act as escrow agent pursuant to the terms and conditions of this Agreement; and

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

- 1. **Definitions:** For the purposes of this Agreement, capitalized terms used in this Agreement and not otherwise defined have the meanings specified in the LOC.
- 2. **Term:** This Agreement shall commence on the date first above written and shall continue thereafter until all escrow funds (as defined below) have been disbursed by the Escrow Agent in accordance with the terms and conditions hereof (the "Term").
- 3. **Escrow Funds:** The Escrow Agent hereby acknowledges receipt of One Hundred Fifty Thousand Dollars (\$150,000.00) (hereinafter "Escrow Funds") from TALC. TALC and AC hereby appoint the Escrow Agent to hold the Escrow Funds and disburse in accordance with the provisions of this Escrow Agreement.
- 4. **Escrow Instructions:** AC and TALC have provided to the Escrow Agent, escrow instructions, attached hereto as Exhibit A, which outlines in detail the terms under which the Escrow Funds shall be released according to the instructions provided by AC.

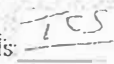
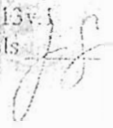
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5. **Ownership of Funds.** It is acknowledged by the parties that until all instructions of Exhibit A are complied with, the Escrow Funds minus Escrow Agent's fee and any related service fees as outlined herein as stated below shall remain the property of TALC.

6. **Distribution of Escrow Fund; Disputes.**

- a. The Termination Date shall be defined as the date upon which the compliance of all instructions of Exhibit A is completed and the disbursement of the Escrow Funds as stated therein.
- b. Either party (the "Requesting Party") may deliver signed instructions to the Escrow Agent (the "Release Instructions") instructing the Escrow Agent to release funds from the Escrow Fund, provided that AC may not deliver such Release Instructions to the Escrow Agent prior to the compliance of all terms on Exhibit A and Escrow Agent may not accept or act on such Release Instructions prior to the compliance of all terms on Exhibit A without the express written consent of TALC. The Requesting Party shall deliver to the other party (the "Non-Requesting Party") a copy of the Release Instructions concurrently with its delivery to the Escrow Agent. If the Non-Requesting Party objects to the release of any funds from the Escrow Fund as set forth in the Release Instructions, it shall deliver written notice (a "Notice of Dispute") to the Requesting Party and the Escrow Agent within a period of 2 business days after receipt of the Release Instructions and communication from the Escrow Agent setting forth in reasonable detail the reasons why the Non-Requesting Party is disputing the Release Instructions. The Non-Requesting Party shall deliver to the Requesting Party a copy of the Notice of Dispute concurrently with its delivery to the Escrow Agent. If the Non-Requesting Party fails to deliver a Notice of Dispute to the Requesting Party and the Escrow Agent within said period of 2 business days, or if the Notice of Dispute does not dispute the payment of a portion of the amount set forth in the Release Instructions (the "Undisputed Portion"), then the Escrow Agent shall immediately pay to the Requesting Party the amount of the payment set forth in the Release Instructions on the Undisputed Portion, as applicable. If the Escrow Agent receives a Notice of Dispute, the Escrow Agent shall not pay any amounts which are being disputed unless, until and only to the extent that the Escrow Agent (i) receives joint written instructions signed by TALC and AC regarding the payment of funds, or (ii) is directed to make such payment by a court or arbitrator adjudicating such dispute. Notwithstanding the foregoing, TALC shall sign the Release Authorization as evidence in Exhibit B hereon prior to Escrow Agent releasing any funds (excluding any fees due to Escrow Agent).



- c.a On the Termination Date, all Escrow Funds shall be disbursed. Any taxes or fees incurred on Escrow Funds or as a result thereof shall be the responsibility of party ultimately receiving the funds.
- d. On the first anniversary of the execution date hereof (the "Anniversary Date"), all amounts in the Escrow Fund, to the extent not paid to AC, Escrow Agent or subject to a Notice of Dispute in accordance with Section 6(b) above, shall be released by the Escrow Agent back to TALC. Any amounts remaining in the Escrow Fund that are subject to a Notice of Dispute shall be released in accordance with Section 6(b) above.

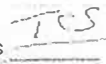
7. Escrow Agent's Disclaimers. The obligations of the Escrow Agent under this Agreement are subject to the following terms and conditions:

- a. Except for this Agreement, the Escrow Agent is not a party to and is not bound by any other agreement between AC and TALC. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and the Escrow Agent shall only be liable for the performance of such duties and obligations as are specifically set forth in this Agreement.
- b. The Parties hereby agree that the Escrow Agent is not serving in the capacity of legal counsel to either party in this transaction. Each party warrants that they have engaged independent legal counsel to provide advice regarding any agreements entered into or has willingly waived his/her right to do so.
- c. The Escrow Agent is not making any representations or warranties regarding the validity of any other agreements entered into by the parties nor is Escrow Agent guaranteeing the performance of any party to this Agreement except as stated herein.
- d. The Escrow Agent acts hereunder as a depository only and is not responsible for or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instruments, documents, agreements, or other materials deposited with it. The Escrow Agent shall not be required to defend any legal proceeding which may be instituted against it with respect to the subject matter of this Agreement unless it is requested to do so by one of the parties and is indemnified by such requesting party to the Escrow Agent's satisfaction against the cost and expenses including attorneys' fees of such defense, unless arising from the Escrow Agent's bad faith or willful misconduct. The Escrow Agent shall not be required to institute legal proceedings of any kind. The Escrow Agent shall not be required to perform any acts which will violate any law or applicable rules of any governmental agency.

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AC's Initials



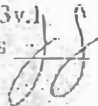
TALC's Initials



- e. The Escrow Agent shall not in any way be bound or affected by any notice of modification or cancellation of this Agreement unless in writing signed by AC and TALC, nor shall the Escrow Agent be bound by any modification hereof unless the same shall be reasonably satisfactory to it. The Escrow Agent shall be entitled to rely upon any notice, certification, demand or other writing delivered to it hereunder by TALC or AC without being required to determine the authenticity or the correctness or any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment.
- f. The Escrow Agent may consult counsel, including its in-house counsel, and act in reliance upon any signature reasonably believed by it to be genuine, and may assume that any person purporting to give any notice or receipt, or make any statements, in connection with the provisions hereof has been duly authorized to do so.
- g. The Escrow Agent may consult counsel, including its in-house counsel, and act relative hereto in reliance upon advice of counsel in reference to any matter connected herewith, and neither it, its directors, officers or employees shall be liable for any mistake of fact or error of judgment, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.
- h. AC and TALC, jointly and severally, covenant and agree to indemnify the Escrow Agent and hold it harmless without limitation from and against any loss, liability or expense of any nature incurred by the Escrow Agent arising out of or in connection with this Agreement or with the administration of its duties hereunder, including but not limited to legal fees and other costs and expenses of defending or preparing to defend against any claim or liability in the premises, unless such loss, liability or expense shall be caused by the Escrow Agent's gross negligence, bad faith, or willful misconduct. In no event shall the Escrow Agent be liable for indirect, punitive, special or consequential damages.
- i. The Escrow Agent shall have no responsibility to invest or reinvest any monies in the Escrow funds.
- j. The Parties understand, agree, and acknowledge that the Escrow Funds are being held in an account under which no interest is paid to the account holder. Accordingly, the Parties acknowledge that the Escrow Funds are being held in an account which interest shall not be paid to any Party to this Agreement.

8. Resignation of Escrow Agent: The Escrow Agent may resign and be discharged of its

131704-1013v.1
AC's Initials



TALC's Initials



duties as Escrow Agent hereunder upon thirty (30) days written notice to AC and TALC. Such resignation shall take effect thirty (30) days after the giving of such notice and the return of all Escrow Funds deposited with Escrow Agent.

9.1 Appointment of Successor Escrow Agent. In the event of the resignation of the Escrow Agent or its removal from office, AC and TALC shall jointly and in good faith appoint a successor upon mutual agreement of the parties.

10.1 Escrow Agent's Fee. Escrow Agent's fee shall be equal to two percent (2%) of the Escrow Fund amount and shall be deemed earned upon the deposit of the Escrow Funds by TALC. It is hereby acknowledged by the parties that in the event of non-compliance or non-performance with Exhibit A by AC and the Escrow Funds are required to be returned to TALC, the Escrow Agent's Fee shall be deducted prior to the return of any sums to TALC. The Escrow Agent shall be entitled to reimbursement on demand for all expenses incurred in connection with the administration of this Agreement or the escrow created hereby which are in excess of its compensation for normal services hereunder, including without limitation, payment of any legal fees and expenses incurred by the Escrow Agent in connection with resolution of any claim by any party hereunder. The Escrow Agent is hereby granted a lien on the Escrow Funds to protect, indemnify and reimburse itself for all fees, costs, expenses and liabilities arising out of this Agreement and the performance of its duties hereunder.

Escrow Agreement Preparation Fee: \$1,000.00
Other Fees/Attorney: Billed at Cost (if applicable)

AC shall be responsible for the payment of the Escrow Fee and all related expenses upon execution of this Escrow Agreement. In the event that the Escrow Account is not funded, the Escrow Fee, and all related expenses, remain due and payable, and if paid, will not be refunded. The fees quoted in this schedule apply to services ordinarily rendered in the: (1) preparation and review of the Escrow Agreement and negotiations and discussions with the Parties to the Escrow Agreement (2) administration of the Escrow Account and wiring of funds. Services in addition to and not contemplated in this Agreement, including but not limited to, document amendments and revisions, notices and reports, and legal fees, will be billed as additional expenses at the rate of Three Hundred Dollars (\$300.00 U.S.D.) per hour. Unless otherwise indicated, the above fees relate to the administration of the initial One Hundred and Fifty Thousand Dollars (\$150,000.00) deposited with the Escrow Agent. Additional deposits in conjunction with the same transaction and Escrow Agreement will incur an additional charge.

11. Expenses: All reasonable costs, expenses and fees of the Escrow Agent incurred in connection with the performance of its duties and obligations hereunder, including any

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outside counsel fees reasonably incurred by it after prior notice to the parties, shall be borne equally by the parties hereto. The Escrow Agent shall have the right to withhold from the Escrow Funds prior to distribution, its costs, fees and expenses due hereunder. The Parties hereby acknowledge and agree to pay a fee in the amount of One Thousand Dollars (\$1,000.00) for the drafting of this Escrow Agreement as outlined in Clause 10 above. Such amount shall be deducted upon receipt of the Escrow Funds.

12. **Limitation of Liability.** The Escrow Agent is hereby required only to retain and disburse the Escrow Funds as herein provided. The Escrow Agent's duties are only such as are specifically provided herein and are administrative, not discretionary. The Escrow Agent shall not be required to determine whether or not the terms and conditions of the LOC have been complied with by the parties. The Escrow Agent shall have no responsibility hereunder other than to follow faithfully the instructions attached as Exhibit A herein or such further supplemental instructions as TALC and AC may mutually provide and shall incur no liability whatsoever to TALC or AC except for gross negligence or willful misconduct. The Escrow Agent shall not be subject to liability with respect to losses suffered from the LOC. The Escrow Agent may consult with counsel and shall be fully protected in any action taken in good faith in accordance with such advice. The Escrow Agent shall be fully protected in acting in accordance with any written instructions of TALC and/or AC given to it hereunder and reasonably believed by it to have been executed by the proper parties.

13. **Option to Interplead.** If any two parties to this Escrow Agreement shall be in disagreement over the interpretation of this Escrow Agreement, or over their respective rights and obligations, or if any other dispute shall arise hereunder, or if the Escrow Agent otherwise has any doubts as to the proper disposition of the funds or the execution of any of its duties hereunder, the Escrow Agent may, at its sole discretion, file an action in interpleader to resolve such disagreement in any Georgia State or Federal court sitting in the City of Atlanta. The Escrow Agent shall be indemnified for all costs, including reasonable attorney's fees and expenses, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in the interpleader action is resolved.

14. **Reporting.** The Escrow Agent shall, from time to time, at the request of the AC of the TALC, advise the requesting party as to the balance of the Escrow Funds then being held by the Escrow Agent. Upon the close of escrow, the Escrow Agent shall prepare an accounting or settlement setting forth, among other things, the disbursement of the Escrow Funds and the payment of the Escrow Agent's fees and costs.

15. **Notices.** All notices and other communications required or permitted under this Escrow Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other messenger), when sent by electronic facsimile or four

days following the day when deposited in the United States mail, registered or certified air mail, postage prepaid, return receipt requested, addressed as set forth below:

If to TALC: Tony Curtis
TALC Properties
14611 Stonley Drive
Charlotte, NC 28262

If to AC: Atlanta Capital, LLC
3040 NE Peachtree RD.
Atlanta Georgia 30305

If to Escrow Agent: The Perry Law Group, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section for the giving of notice.

16. **Successors and Assigns.** This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but in no event shall any person not a party hereto have any rights to the monies or investments in the Escrow Fund as a third party beneficiary or otherwise. No party hereto may assign or transfer its rights or obligations hereunder without the prior written consent of the other parties hereto.
18. **Governing Law.** This Escrow Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by the laws of the State of Georgia, without regard to its conflicts of law doctrine. All disputes under this Agreement shall be governed by a court of competent jurisdiction located in the city of Atlanta in the State of Georgia.
19. **Waivers.** Waiver of any term or condition of this Escrow Agreement by any party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Escrow Agreement.
20. **Headings.** The section headings contained in this Escrow Agreement are convenient references only and shall not in any way affect the meaning or interpretation of this Escrow Agreement.

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21.. Counterparts. This Escrow Agreement may be executed in one or more counterparts. (including by facsimile), each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which taken together shall constitute one and the same instrument. This Escrow Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

22.. Entire Agreement. This Escrow Agreement, embody the entire understanding of the parties hereto which pertain to the subject matter hereof and supersede all prior or contemporaneous agreements, representations, conditions or undertakings not included herein and therein which pertain to the subject matter hereof. This Escrow Agreement may be amended only in writing, signed by all parties hereto, and no purported oral waiver or amendment of any provision hereof shall be effective.


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

Atlanta Capital, LLC


By Its Authorized Signatory

4-17-13
Date

TALC Properties, LLC


By Its Authorized Signatory

Date

The Perry Law Group
By: Keisha R. Perry

Date

21.o Counterparts. This Escrow Agreement may be executed in one or more counterparts (including by facsimile), each of which shall be deemed to be an original aso against any party whose signature appears thereon, and all of which taken together shall constitute one and the same instrument. This Escrow Agreement shallo become binding when one or more counterparts hereof, individually or takeno together, shall bear the signatures of all of the parties reflected hereon as theo signatories.o

22.o Entire Agreement. This Escrow Agreement, embody the entire understanding of theo parties hereto which pertain to the subject matter hereof and supersede all prior oro contemporaneous agreements, representations, conditions or undertakings noto included herein and therein which pertain to the subject matter hereof. This Escrowo Agreement may be amended only in writing, signed by all parties hereto, and noo purported oral waiver or unenmdment of any provision hereof shall be effective.o

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

Atlanta Capital, LLC


By Its Authorized Signatory

4-17-13
Date

TALC Properties, LLC


By Its Authorized Signatory

Date


The Perry Law Group
By: Keisha R. Perry

4.18.13
Date

131704-1013v.1
AC's Initials _____

TALC's Initials TCS

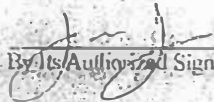
EXHIBIT A
TRANSFER AGENT INSTRUCTIONS

TALC and AC hereby agree that the procedures and terms set forth below shall be an accurate statement of the instructions to be complied with by Escrow Agent:

1. AC and TALC shall review and execute this Escrow Agreement.
2. Within four (4) banking days from the execution of this Agreement, TALC shall provide written authorization to Escrow Agent to release from the Escrow Funds the amount of \$100,000 ("Initial Payment") to AC via wire transfer.
3. AC will procure the instrument from its provider within three (3) banking days from the Initial Payment. It is hereby acknowledged by the parties that if AC fails to procure the instrument from its provider within seven (7) banking days, then TALC has the right to request that Escrow Agent return the remaining Escrow Funds less the Escrow Agent's fee and expenses as outlined herein.
4. Within 72 banking hours of receipt of the instrument from AC's provider, TALC shall authenticate the instrument.
5. After TALC's verification of the instrument, TALC shall execute and provide written authorization to Escrow Agent to release the remaining balance to AC within twenty-four (24) banking hours from the satisfactory verification of the instrument.
6. The Escrow Agent shall disburse any and all amounts held with the Escrow Agent only upon the written authorization of TALC. TALC and AC shall deliver such authorizations on a timely basis and in conformity with the LOC.

The foregoing escrow disbursement instructions are ACCEPTED AND AGREED by:

Atlanta Capital, LLC


By Its Authorized Signatory

TALC Properties, LLC

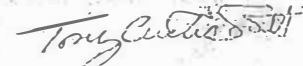

By Its Authorized Signatory

Exhibit "B"
RELEASE AUTHORIZATION

The Perry Law Group, LLC
Attn: Keisha Perry, Esq.
600 West Peachtree Street Suite
1560 Atlanta, GA 30308

REQUEST AND AUTHORIZATION TO RELEASE FUNDS

I, Tony Curtis Scott o/b/o TALC Properties ("Sender"), hereby authorize The Perry Law Group ("Firm") to immediately release the funds that were transferred to the Firm's IOLTA Account in the amount of One Hundred Thousand Dollars (\$100,000.00) on April 5, 2013 for further credit to Atlanta Capital ("Recipient"), and his/her/its designees.

The aforementioned sum is NOT intended to be held in escrow, but is due for immediate release to Recipient. By signing below, I certify that I am the Sender and owner of the funds and have full authority to grant this release.




Tony Curtis Scott o/b/o TALC Properties, LLC

Date _____

Svallkms80@att.net
Email Address

Phone Number _____

Page 10 of 12

131704-1013v.1
AC's Initials 

TALC's Initials TCS

ATTACH A CLEAR, COLOR COPY OF YOUR ID TO THIS PAGE.

Tony Curtis Scott

Page 11 of 12.

131704/1013/1
AC's Initials

JS

TALC's Initials

TCS

Exhibit "B"
RELEASE AUTHORIZATION

The Perry Law Group, LLC
Attn: Keisha Perry, Esq.
600 West Peachtree Street Suite
1560 Atlanta, GA 30308

REQUEST AND AUTHORIZATION TO RELEASE FUNDS

I, Tony Curtis Scott o/b/o TALC Properties ("Sender"), hereby authorize The Perry Law Group ("Firm") to immediately release the funds that were transferred to the Firm's IOLTA Account on April 5, 2013 in the amount of Fifty Thousand Dollars (\$50,000.00) less Escrow Agent's fees on for further credit to Atlanta Capital ("Recipient") and his/her/its designees.

The aforementioned sum is NOT intended to be held in escrow, but is due for immediate release to Recipient. By signing below, I certify that I am the Sender and owner of the funds and have full authority to grant this release.

Tony Curtis Scott o/b/o TALC Properties, LLC

Date

Swinkins80@aol.net
Email Address

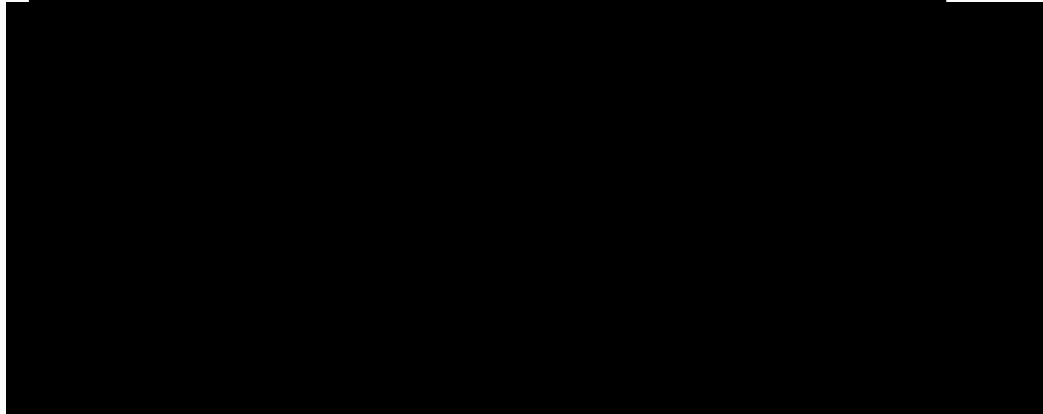
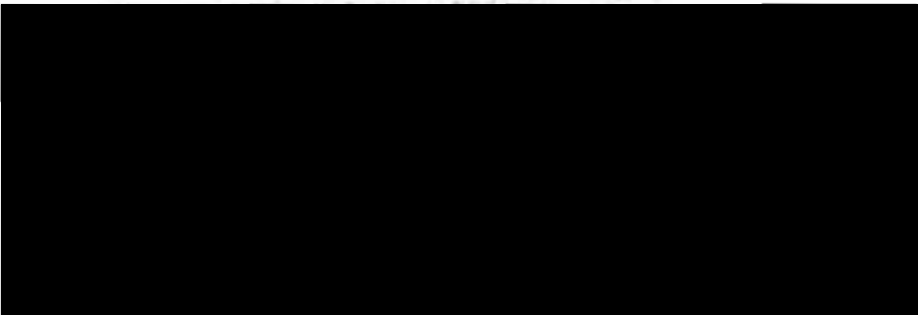
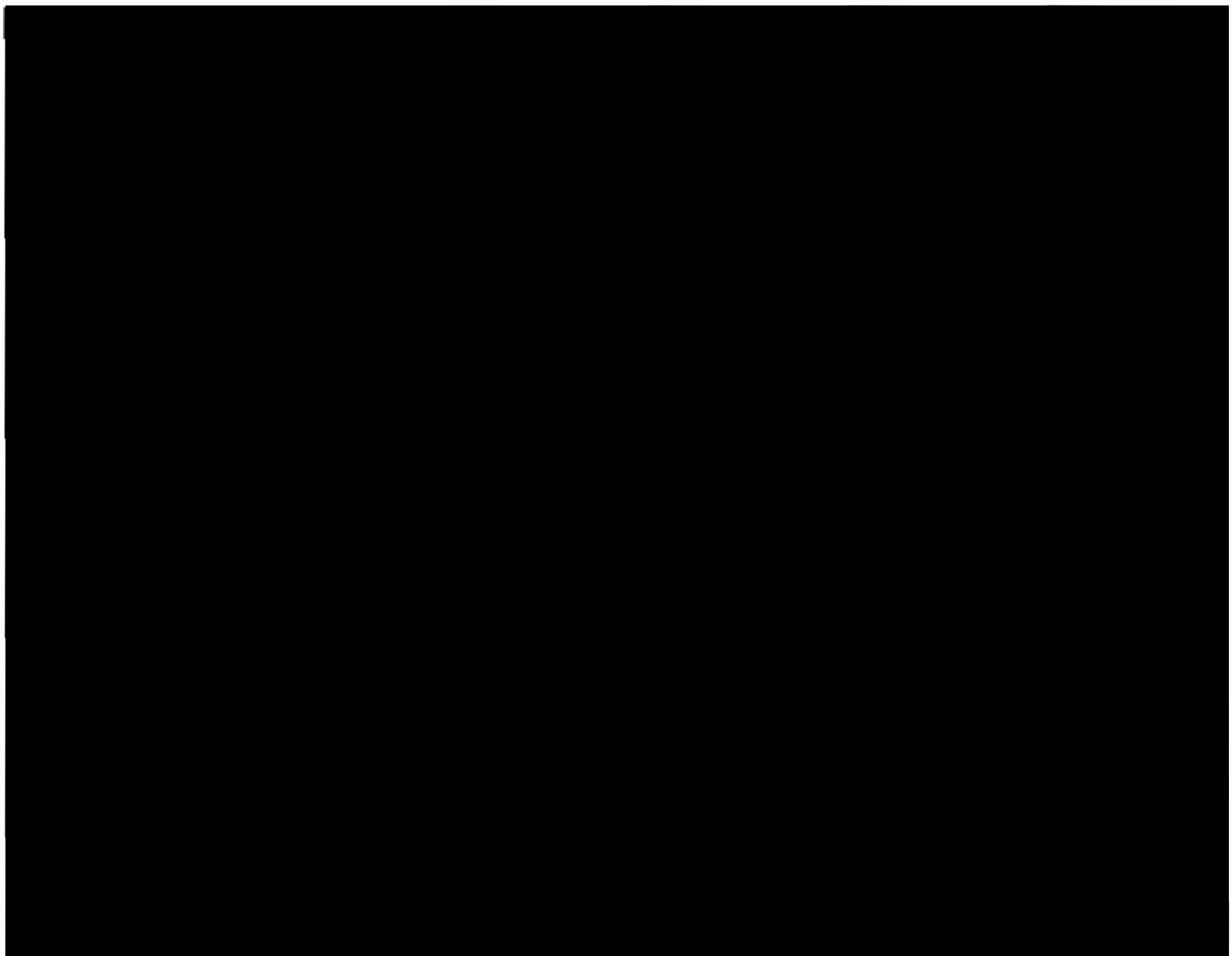
Phone Number

To Unpublish This Mugshot

Jeffery Demetrius Smith

EXHIBIT
[Signature]

Warrant #	Issuing Auth	Offense Date	Bond Amount	Fine/Crt Costs	Disposition	Charge
-----------	--------------	--------------	-------------	----------------	-------------	--------



THE PERRY LAW GROUP, LLC

600 West Peachtree Street, Suite 1560

Atlanta, GA 30308

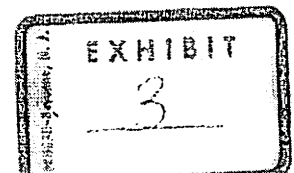
www.perrylawgroup.com

Telephone: 404-733-0201

Facsimile: 404-733-0109

FUND DISBURSEMENT LOG

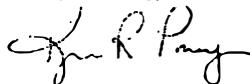
DATE OF RECEIPT OF FUNDS	4/5/13
TOTAL AMOUNT RECEIVED	\$150,000.00
COMMISSION AMOUNT TO PLG (2%)	(\$3,000.00)
ADDITIONAL FEES DUE TO PLG	(\$4,900.00)
TOTAL PAID TO PLG	(\$8,000.00)
TOTAL DUE TO PLG	\$0.00
TOTAL TO BE DISBURSED TO CLIENT	\$144,000.00
AMOUNT REMAINING IN ESCROW AFTER THIS DISBURSEMENT	\$ 0.00
DISBURSEMENT 1	
CLIENT NAME	Joseph Carswell
DISBURSEMENT DATE	04/18/13
AMOUNT	12,500.00
BANK NAME AND ADDRESS	Navy Federal Credit Union
ACCOUNT NUMBER	*****9718
ROUTING NUMBER	256074974
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Joseph Carswell
TRANSACTION CODE/ADVICE NUMBER	130418-055971
FED WIRE ID CONFIRMATION	0418I1B7031R-017531
DISBURSEMENT NUMBER	10051A
DISBURSEMENT 2	
CLIENT NAME	o/b/o Jeffrey Smith
DISBURSEMENT DATE	4/18/13
AMOUNT	\$71,500.00
BANK NAME AND ADDRESS	BBT Bank
ACCOUNT NUMBER	*****4215
ROUTING NUMBER	061113415
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Knox Corporation Unlimited
FED WIRE ID CONFIRMATION	0418I1B7031R-017698
TRANSACTION CODE/ADVICE NUMBER	130418-056567
DISBURSEMENT NUMBER	10051B
DISBURSEMENT 3	
CLIENT NAME	Brad Howell
DISBURSEMENT DATE	04/18/13
AMOUNT	\$5,000.00
BANK NAME AND ADDRESS	BB&T Bank
ACCOUNT NUMBER	*****1775
ROUTING NUMBER	083900680
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Howell Real Estate
TRANSACTION CODE/ADVICE NUMBER	130418-056932/088853



FED WIRE ID CONFIRMATION	041811B7031R-017882/028465
DISBURSEMENT NUMBER	10051C
DISBURSEMENT 4	
CLIENT NAME	Mike Fullard
DISBURSEMENT DATE	04/18/13
AMOUNT	\$5,000.00
BANK NAME AND ADDRESS	BBT
ACCOUNT NUMBER	*****9359
ROUTING NUMBER	053101121
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Carol Fullard
TRANSACTION CODE/ADVICE NUMBER	130418-065108
FED WIRE ID CONFIRMATION	041811B7031R-020554
DISBURSEMENT NUMBER	10051D
NOTES:	Fund received on behalf of TALC Properties/Tony Curtis Scott
DISBURSEMENT 5	
CLIENT NAME	Joseph Carswell
DISBURSEMENT DATE	04/26/13
AMOUNT	12,000.00
BANK NAME AND ADDRESS	Navy Federal Credit Union
ACCOUNT NUMBER	*****9718
ROUTING NUMBER	256074974
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Joseph Carswell
TRANSACTION CODE/ADVICE NUMBER	130426-076074
FED WIRE ID CONFIRMATION	042611B7031R-025179
DISBURSEMENT NUMBER	10051E
DISBURSEMENT 6	
CLIENT NAME	o/b/o Jeffrey Smith
DISBURSEMENT DATE	4/26/13
AMOUNT	\$12,000.00
BANK NAME AND ADDRESS	BBT Bank
ACCOUNT NUMBER	*****4215
ROUTING NUMBER	061113415
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Knox Corporation Unlimited
FED WIRE ID CONFIRMATION	042611B7031R-025468
TRANSACTION CODE/ADVICE NUMBER	130426-076833
DISBURSEMENT NUMBER	10051F
DISBURSEMENT 7	
CLIENT NAME	Kay Saptureuta
DISBURSEMENT DATE	04/26/13
AMOUNT	\$12,000.00
BANK NAME AND ADDRESS	Wells Fargo Bank
ACCOUNT NUMBER	*****6246
ROUTING NUMBER	063107513
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	George A. Gil
TRANSACTION CODE/ADVICE NUMBER	130426-077334
FED WIRE ID CONFIRMATION	N/A -Confirmed0
DISBURSEMENT NUMBER	10051G

DISBURSEMENT 8	
CLIENT NAME	Mike Fullard
DISBURSEMENT DATE	04/26/13
AMOUNT	\$6,000.00
BANK NAME AND ADDRESS	BBT
ACCOUNT NUMBER	*****9359
ROUTING NUMBER	053101121
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Carol Fullard
TRANSACTION CODE/ADVICE NUMBER	130426-077902
FED WIRE ID CONFIRMATION	042611B7031R-025827
DISBURSEMENT NUMBER	10051H
DISBURSEMENT 9	
CLIENT NAME	Brad Howell
DISBURSEMENT DATE	04/26/13
AMOUNT	\$5,000.00
BANK NAME AND ADDRESS	Fifth Third Bank
ACCOUNT NUMBER	*****2051
ROUTING NUMBER	083002342
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Brad Howell
TRANSACTION CODE/ADVICE NUMBER	130426-078476
FED WIRE ID CONFIRMATION	042611B7031R-026064
DISBURSEMENT NUMBER	10051I
DISBURSEMENT 10	
CLIENT NAME	Ira Brody o/b/o Brad Howell
DISBURSEMENT DATE	04/26/13
AMOUNT	\$1,000.00
BANK NAME AND ADDRESS	HSBC
ACCOUNT NUMBER	*****9953
ROUTING NUMBER	021-001-0880
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Trade Finance Capital
TRANSACTION CODE/ADVICE NUMBER	130426-079101
FED WIRE ID CONFIRMATION	042611B7031R-
DISBURSEMENT NUMBER	10051J
NOTES:	Fund received on behalf of TALC Properties/Tony Curtis Scott

I hereby acknowledge that the funds above have been disbursed according to the client's instructions provided to The Perry Law Group, LLC. Client hereby acknowledges receipt of the above funds.



Keisha R. Perry, Esq.
Date: 4-26-13

EXHIBIT

E

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

In the Matter of:)
ATLANTIS CAPITAL, LLC) FILE NO. A-03649-A

WITNESS: KEISHA RENEE PERRY

PAGES: 1 through 129

PLACE: U.S. Securities and Exchange Commission
950 E. Paces Ferry Road, Suite 900
Atlanta, Georgia 30326

DATE: Tuesday, aug 25, 2015

The above-entitled matter came on for
investigative interview pursuant to subpoena at 10:05 a.m.

DIVERSIFIED REPORTING SERVICES, INC.

(202) 467-9200

EXHIBIT

E

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

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ATLANTIS CAPITAL, LLC) FILE NO. A-03649-A

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(202) 467-9200

Page 2		Page 4	
1	APPEARANCES	1	EXHIBITS: DESCRIPTION IDENTIFIED
2	On behalf of the Securities and Exchange Commission:	2	21 Yenny Disbursement Log 105
3	WILLIAM S. DIXON, Senior Attorney	3	22 Yenny Wire Instructions 109
4	Atlanta Regional Office	4	23 email 110
5	950 E. Paces Ferry Road, Suite 900	5	24 Gilliam Disbursement Log 112
6	Atlanta, GA 30326	6	25 Bye Letter of Commitment 114
7	Also present:	7	26 Gaide Disbursement Log 115
8	KYLE CUNNION, SEC Intern	8	27 Diana Letter of Commitment 116
9	For the witness:	9	28 Ferme Escrow Agreement 117
10	KEISHA RENEE PERRY, Attorney appearing pro se	10	29 Pizzarelli Ltr. of Commitment 118
11		11	30 Yi Shen Escrow Agreement 119
12		12	31 Sarver Escrow Agreement 120
13		13	32 Sarver Letter of Commitment 120
14		14	33 Federal Reserve Alert 127
15		15	34 SEC Alert 127
16		16	
17		17	
18		18	
19		19	
		20	
		21	
		22	
		23	
		24	
		25	
Page 3		Page 5	
1	C O N T E N T S	1	P R O C E E D I N G S
2	WITNESS EXAMINATION	2	MR. DIXON: We are on the record at 10:05 on
3	Keisha Renee Perry 5	3	Tuesday, August 25th -- I'm asking a question -- August 25th,
4		4	2015 at 10:00.
5	EXHIBITS: DESCRIPTION IDENTIFIED	5	Could I get you to raise your right hand, please?
6	1 Form 1662 7	6	Do you swear that the testimony you're about to
7	2 Subpoena 9	7	give will be the truth, the whole truth, and nothing but the
8	3 Privilege Log 10	8	truth?
9	4 Second Production 11	9	MS. PERRY: I do.
10	5 10/19/09 Paymaster Records 19	10	Whereupon,
11	6 11/18/09 Paymaster Records 30	11	KEISHA RENEE PERRY
12	7 5/26/11 Paymaster Records 39	12	appeared as a witness herein and, having been first duly
13	8 6/21/11 Paymaster Records 42	13	sworn, was examined and testified as follows:
14	9 Atlantis Letter of Commitment 53	14	EXAMINATION
15	10 TALC Escrow Agreement 54	15	BY MR. DIXON:
16	11 Release 81	16	Q And can I get you to state your name, please?
17	12 Information Sheet 82	17	A Keisha Perry.
18	13 Valid Release 82	18	Q And you're going to have to spell that.
19	14 Funds Disbursement Log 85	19	A K-e-i-s-h-a. Last name, P-e-r-r-y.
20	15 email 85	20	Q Middle name?
21	16 email 92	21	A Renee, R-e-n-e-e.
22	17 email (same as #15) 95	22	Q Thanks.
23	18 TALC Disbursement Log 99	23	Ms. Perry, my name is Bill Dixon and for the
24	19 Letter of Commitment 104	24	purposes of these proceedings, I'm an officer of the
25	20 Escrow Agreement 105	25	Commission.

Page 6

1 I'm accompanied today by an intern from the
 2 University of North Carolina, Kyle Cunnion, who is
 3 accompanying me today and assisting with this investigation.
 4 This is an investigation by the United States
 5 Securities and Exchange Commission to determine whether any
 6 of the federal securities laws have been violated. However,
 7 the facts that are developed in this investigation may lead
 8 to the conclusion that other laws -- other state laws, other
 9 federal laws, other criminal laws, other civil laws -- may
 10 have also been violated.
 11 I want to emphasize that it's an investigation to
 12 determine whether any of those laws have been violated. You
 13 should not conclude, by the fact that you received a subpoena
 14 or that I'm asking you questions today pursuant to that
 15 subpoena or that I've subpoenaed documents, that you or any
 16 entity with which you're associated, any individual or any
 17 entity about whom we speak today has indeed broken the
 18 securities laws. The mere fact that I have subpoenaed you,
 19 ask questions, and refer to entities should not be taken as
 20 an indication that the Securities and Exchange Commission has
 21 concluded that those entities or those individuals have
 22 indeed broken any laws.
 23 Do you understand that?
 24 A Yes.
 25 Q For administrative purposes, this case is entitled

Page 7

1 In the Matter of Atlantis Capital LLC and it is denominated
 2 case A-3649.
 3 Are you represented by counsel today?
 4 A Not today, no.
 5 Q Okay. Before we started today, I showed you --
 6 and I think you've put it in there --
 7 A Uh-huh.
 8 Q -- and I'm going to have to keep this one. Thank
 9 you.
 10 I showed you what is called the Formal Order of
 11 Investigation. Have you had the opportunity to read that?
 12 A I have.
 13 Q Okay, do you have any questions about it?
 14 A No.
 15 Q Okay, I will leave that there in front of you. I
 16 indeed will have to keep that copy.
 17 A Okay.
 18 Q There's a procedure for requesting a copy if you
 19 would like a copy, and I can give you the letter that you
 20 need to request and then we can send you a copy.
 21 A Okay.
 22 MR. DIXON: Also, I'm going to mark this as
 23 Exhibit 1.
 24 (SEC Exhibit Number 1 was
 25 marked for identification.)

Page 8

1 BY MR. DIXON:
 2 Q I'm showing you what's been marked as Exhibit 1,
 3 which is our Form 1662. Did you receive a copy of that with
 4 the subpoena I sent you?
 5 A Yes, I did.
 6 Q And have you had the opportunity to read it?
 7 A Yes, I have.
 8 Q All right. You are an attorney; right?
 9 A I am.
 10 Q Okay. Because you are not accompanied by an
 11 attorney today, I'm just going to point out several things
 12 that we point out when people aren't accompanied by an
 13 attorney.
 14 One, you are talking to a representative of the
 15 federal government and whenever you do that, you maintain
 16 your Fifth -- you have a Fifth Amendment privilege against
 17 self-incrimination. So at any point, if there's any question
 18 that you would prefer not to answer on the grounds of the
 19 Fifth Amendment, please find some way of communicating to me
 20 that you do not want to -- that you do want to assert that
 21 privilege.
 22 A Okay.
 23 Q And we will go forward accordingly.
 24 I should point out that this document makes it
 25 clear that there could be criminal, federal, state, or civil

Page 9

1 penalties -- criminal, civil, state or federal penalties --
 2 for knowingly and intentionally providing false evidence
 3 under oath.
 4 You do have the right, as is pointed out in this
 5 document, to be represented by counsel, and if at any time
 6 today, you decide you want to be represented by counsel, we
 7 can suspend the proceedings at that point and give you an
 8 opportunity to return with counsel, as is also pointed out in
 9 here.
 10 And I think that is it.
 11 A Okay.
 12 MR. DIXON: All right. Let me mark this as
 13 Exhibit 2.
 14 (SEC Exhibit Number 2 was
 15 marked for identification.)
 16 BY MR. DIXON:
 17 Q I'm going to show you what's been marked as
 18 Exhibit 2. Is that indeed the subpoena pursuant to which you
 19 are testifying today?
 20 A Yes.
 21 Q And you received that document?
 22 A Yes.
 23 Q And that's a subpoena for both document production
 24 -- for the production of documents and for testimony.
 25 A Yes.

Page 10

1 Q And you and I have talked several times -- there
 2 were one or two times when I had to reschedule testimony and
 3 there was one where you asked me, so the dates in there may
 4 not be -- I don't think the dates in there reflect today, but
 5 you and I have agreed on the dates that we would testify and
 6 documents would be produced.
 7 A Correct.
 8 MR. DIXON: And I'm going to show you what will be
 9 marked as Exhibit 3.
 10 (SEC Exhibit Number 3 was
 11 marked for identification.)
 12 BY MR. DIXON:
 13 Q And do you recognize that document?
 14 A Yes.
 15 Q And can you tell me what it is?
 16 A It is the log that I presented with the evidence
 17 that was provided.
 18 Q And I think, if I'm -- correct me if I'm wrong,
 19 when you provided the documents, or maybe I'm
 20 misunderstanding you -- when you provided the documents, this
 21 is a document in which you asserted privilege with respect to
 22 some of the documents.
 23 A Correct.
 24 MR. DIXON: And let me show you what I'm going to
 25 mark as Exhibit 4.

Page 11

1 (SEC Exhibit Number 4 was
 2 marked for identification.)
 3 BY MR. DIXON:
 4 Q And do you recognize that?
 5 A Oh, yes, I do.
 6 Q And can you tell me what this is?
 7 A This is the second set of document production that
 8 I provided, subsequently after the date for the first
 9 documents.
 10 Q And do I understand correctly that Exhibit 4 -- I
 11 think it might actually be the cover letter for another set
 12 of documents that were produced on or about August 10th.
 13 A Yes.
 14 Q And it also -- part of it is also a privilege log
 15 specifically saying -- identifying more clearly than in
 16 Exhibit 2 which documents were being held for privilege.
 17 A Correct.
 18 Q Okay. And we talked about this a moment
 19 beforehand, but I just do want to say it on the record --
 20 I'm sorry?
 21 A I think you gave me two copies, do you need to
 22 keep one?
 23 Q Thank you.
 24 As you can see, everything that's being said in
 25 the room is being recorded today by the court reporter.

Page 12

1 Therefore, it's important that no more than one of us is
 2 talking at one time. So if you will always allow me the
 3 opportunity to complete the question, even though you may
 4 know or think you know what I'm going to ask you, I will
 5 always try to allow you to complete your answer before asking
 6 another question.
 7 It's also important and I think you've already
 8 picked up on this, to give a verbal answer. Nodding of the
 9 head, shaking of the head, uh-huh, huh-uh, phrases like that
 10 are difficult for the court reporter to record.
 11 If you need a break for any reason at any time --
 12 I tend to take a break once every hour, hour and a quarter or
 13 something like that -- if you need a break at any time, let
 14 me know.
 15 Lastly, it's important to understand that if you
 16 want to go off the record for any reason, please let me know
 17 and wait until I've instructed the court reporter that we're
 18 off the record. Until I actually instruct her that we are
 19 off the record, everything that's said in the room is being
 20 recorded. So you just need to make sure that we are indeed
 21 off the record and I have given her that instruction before
 22 you follow up.
 23 A Okay.
 24 Q Can I get your birthdate, please?
 25 A [REDACTED]

Page 13

1 Q And are you on any medications that would affect
 2 your memory or ability to testify today?
 3 A No.
 4 Q Marital status?
 5 A Married.
 6 Q How long?
 7 A Since May 15th, so roughly three months.
 8 Q Okay, husband's name?
 9 A Carl Tye Walker.
 10 Q And your address -- current home address.
 11 A [REDACTED], Atlanta [REDACTED]
 12 Q How long have you lived at that address?
 13 A A year and two, three months.
 14 Q And tell me your previous addresses. Let's go
 15 back six years -- let's go back five years.
 16 A The last address was [REDACTED] Atlanta,
 17 Georgia [REDACTED].
 18 Q How long were you at that address?
 19 A Five years.
 20 Q Okay. Phone numbers, current.
 21 A Whichever?
 22 Q Home.
 23 A Okay, home, [REDACTED]
 24 Q Cell.
 25 A [REDACTED]

Page 14

1 Q Work.
 2 A 404-733-0201.
 3 Q Any other phone numbers?
 4 A I mean I have several other lines for the office.
 5 Q Go ahead and tell me what they are. And I'm just
 6 going to point out for the record that you're just getting
 7 them from your cell phone.
 8 A Okay. 404-733-0109 is the fax line. 404-733-0071
 9 is an alternate line; and 404-589-3581.
 10 Q Okay. Personal email addresses that you've used
 11 for the past five years.
 12 A Personal?
 13 Q Uh-huh.
 14 A [REDACTED]@aol.com.
 15 Q Any others?
 16 A Not personal, no.
 17 Q Okay, work email?
 18 A Well, I'm sorry --
 19 Q I'm sorry, go ahead.
 20 A I have several others, I don't use them.
 21 Q Fair enough.
 22 A Okay, so I wanted to be clear.
 23 Q Thank you.
 24 A Work email, perrylawgroup@aol.com and
 25 krperry@theperrylawgroup.com.

Page 15

1 Q Tell me about your educational background,
 2 basically when you graduated from high school and degrees
 3 obtained after that, where, what year.
 4 A Okay. In 1997, I graduated from the Hutchison
 5 School in Memphis, Tennessee; in 2001, I graduated from the
 6 University of Tennessee with a bachelor's degree and in 2004,
 7 I graduated from the University of Tennessee College of Law
 8 with my juris doctorate degree.
 9 Q Okay, employment history since then. Where have
 10 you worked?
 11 A I worked for Stewart & Associates and then I began
 12 my own firm, The Perry Law Group in 2005.
 13 Q And Stewart & Associates was a law firm?
 14 A Yes.
 15 Q And how long did you work for them?
 16 A About a year or -- roughly about a year.
 17 Q Okay. And where are they located?
 18 A Suwannee.
 19 Q And what type of law?
 20 A They did debt collection.
 21 Q Ever testified -- and you went straight from
 22 Stewart & Associates to your own firm?
 23 A Correct.
 24 Q And tell me about your firm. What type of law
 25 does it specialize in or is there a type of law?

Page 16

1 A Yes, we do transactional law, we do entertainment.
 2 corporate, real estate law and effective as of 2015, we also
 3 did an immigration arm.
 4 Q How many attorneys?
 5 A It is myself and one attorney that is waiting for
 6 bar results.
 7 Q And roughly how many employees?
 8 A Total of myself, Tiana -- so about three.
 9 Q And organized how? As what type of entity.
 10 A It's a limited liability company.
 11 Q When was it organized in Georgia?
 12 A 2005.
 13 Q Ever testified before the Securities and Exchange
 14 Commission before?
 15 A No.
 16 Q Ever testified before FINRA, the Financial
 17 Industry Regulatory Authority?
 18 A No.
 19 Q Ever been a defendant in a securities-related
 20 matter?
 21 A No.
 22 Q When did you meet Jeffrey Smith?
 23 A Exact date I do not recall. I met him through
 24 Joseph Carswell, but to be honest, an exact date I don't
 25 remember.

Page 17

1 Q Do you remember a year?
 2 A To be honest, let me look at my calendar, but -- I
 3 do not recall the year but I can tell you the situation, if
 4 that is helpful.
 5 Q Uh-huh.
 6 A It was around the time that Jay Colo--
 7 Q Colovalla?
 8 A Yes. Colovalla, K. Septereuta --
 9 Q Septereuta?
 10 A Yes. I'm having a hard time pronouncing their
 11 names.
 12 Q Just for the court reporter's purposes, I believe
 13 it is -- Colovalla is C-o-l-v- --
 14 A -- a-l-l-a.
 15 Q Yeah.
 16 A I think that's what it is.
 17 Q And I'll check that from the records. And
 18 Septereuta is S-e-p-t-e-r-e-u-t-a, but I will also check
 19 that. And his first name is -- we'll refer to him as K. and
 20 in the record it can just be the letter K.
 21 A Yes. But he was introduced to me by Joseph
 22 Carswell who I had worked with for awhile even before. And
 23 so they came into my office and there was a gentleman by the
 24 name of Tony --
 25 Q Curtis?

Page 18

1 A Was it Tony?
 2 Q Was it Tony Curtis? Was he a principal at TALC
 3 Properties?
 4 A Yes.
 5 Q Then it's Tony Curtis.
 6 A Okay. That is when I recall -- like I said, I am
 7 not sure of the year, I just know that that was my first time
 8 meeting Mr. Smith face-to-face.
 9 Q Uh-huh.
 10 A But like I said, I honestly do not recall what
 11 year that was.
 12 Q Had you heard of him before then?
 13 A Yes.
 14 Q Okay. And in what circumstance had you heard of
 15 him?
 16 A Through Joseph Carswell. Joseph Carswell
 17 introduced him to the firm for paymaster and escrow services
 18 and he came in -- they came in to meet on this specific deal
 19 and situation on that day with the principals of TALC.
 20 Q Had you provided paymaster services for Mr. Smith
 21 or for deals involving Mr. Smith prior to the time you
 22 actually met him?
 23 A It's possible, because normally when we have
 24 clients that are registered with us for paymaster services,
 25 there may be -- so Joseph Carswell was the primary point of

Page 19

1 contact for us when we began the relationship. So if Mr.
 2 Carswell instructs us to make a payment to Mr. Smith, then we
 3 would have provided those services under the guidance and the
 4 direction of Joseph Carswell, who was the point of contact.
 5 To be able to answer that question to say
 6 definitively yes or no, I would, you know, have to look at
 7 the records to be able to see, you know, from my logs that I
 8 provided to you guys what dates that it was actually paid
 9 out. I'm pretty sure that you have them and if I can take a
 10 look, to be able to see, my paymaster logs will then be able
 11 to allow me to answer that question, to say yes, on this date
 12 I did make this payment to Mr. Smith. And that would have
 13 taken place before TALC came in.
 14 MR. DIXON: Okay, let me ask you this -- let me
 15 mark this as Exhibit 5.
 16 (SEC Exhibit Number 5 was
 17 marked for identification.)
 18 BY MR. DIXON:
 19 Q I'm going to show you what's been marked as
 20 Exhibit 5. Do you recognize that?
 21 A I do.
 22 Q And can you tell me what that is?
 23 A Yes. This is our standard paymaster registration
 24 packet and this serves for what we sent out to clients once
 25 they are actually registered with us for paymaster services.

Page 20

1 Q Okay, and this is the paymaster services
 2 registration form for who?
 3 A Jeffrey Smith.
 4 Q Okay. And based on this, can you give me a sense
 5 of when Mr. Smith registered with you for paymaster services?
 6 A Yes, October 19, 2009.
 7 Q And do you know how that came about, that he came
 8 to be registered with you and you became -- I'll get it out -
 9 - can you tell me how it came about that he registered with
 10 you for paymaster services?
 11 A He was referred by Joseph Carswell.
 12 Q Okay. And when he was referred by Mr. Carswell,
 13 did you instruct them that in order to provide those
 14 services, he had to go through certain registration steps?
 15 A That is correct.
 16 Q And do I understand correctly that in spite of the
 17 fact that he registered for those services in 2009, you did
 18 not actually meet him face-to-face until the meeting with Mr.
 19 Colovalla and others -- I'm not sure if Mr. Colovalla was
 20 there, but Tony Curtis and others, in your office in spring
 21 of 2013 or whenever that transaction was when they met in
 22 your office?
 23 A I believe that would be accurate.
 24 Q Okay.
 25 A Well, let me say this, that's the first time that

Page 21

1 I recall meeting him. Before then, I don't recall meeting
 2 him.
 3 Q And had you served as paymaster for others before
 4 October 19th, 2009?
 5 A Yes.
 6 Q And can you tell me who?
 7 A To be honest, I've served several clients. I
 8 don't have, you know, all of the names, et cetera.
 9 Just to kind of give a little bit of background
 10 about paymaster/escrow services, at one point we probably had
 11 in excess of 2000 people that registered with us for
 12 paymaster services. Probably less than, honestly, one
 13 percent of those people actually closed deals that actually
 14 needed our services. We have worked on and served in the
 15 capacity of paymaster for real estate deals, we have worked
 16 on -- for the purchase of companies, we have -- you know, we
 17 serve in that capacity for multiple parties.
 18 But yeah, it's been several clients that we've
 19 served as paymaster for, but I can't tell you that I can give
 20 you an extensive list. I can give you some of the names that
 21 I have jotted here -- I'm sorry, go ahead.
 22 Q Go ahead. You go ahead, please.
 23 A Jerry Bell, Harold Anthony, Paul Vangamper, Joseph
 24 Carswell, Ramona Merritt, Nicholas Perez, Ezekiel Johnson,
 25 Norbert Gincobb, Lisa Peters, Lorraine Tulley, Jeffrey

Page 22

1 Smith, Reuben Gomez, Carol and Mike Fullard, Dionne Woods,
 2 David Barchini, Angelo Kirby, Calvin Williams, A.J. Verones
 3 and Benjamin Penfeld.
 4 Q And at some point, the court reporter is going to
 5 ask you for those spellings just to make sure she's got the
 6 spelling correct on those.
 7 When did you begin providing paymaster services
 8 for clients?
 9 A Probably about 2007, 2008.
 10 Q Tell me how you got into that aspect of the
 11 business.
 12 A Because when I first started practicing, I did
 13 real estate law, so I would hold escrow pursuant to closings,
 14 residential real estate closings. Some of my clients were
 15 real estate investors, so they were working on different
 16 things and asked for us to serve as escrow agent/paymaster
 17 for some of those deals.
 18 Q And can you just approximate how many deals were
 19 there where you acted as paymaster in which Jeffrey Smith was
 20 involved? I don't know if we're talking 50, 100, 15, 20.
 21 A No. I feel like I need my laptop.
 22 Q I'm really just looking for an estimate.
 23 A I would probably say -- and I don't want to give
 24 an incorrect answer because like I said, I worked with Joseph
 25 Carswell before I did Jeffrey, and I know that with regard to

Page 23

1 Joseph Carswell, there may have been about 10 of those and of
 2 the ones that we actually -- well, I'm sorry, can I clarify
 3 the question?
 4 Q Uh-huh.
 5 A Because, they sent me several deals that never
 6 closed; if that makes sense.
 7 Q Uh-huh.
 8 A So they would engage our services, we would
 9 prepare escrow agreements, et cetera, but for whatever reason
 10 on their side, the deal may not have closed. So are you just
 11 talking about the ones that we actually served or are you
 12 wanting me to include the ones that we may have prepared
 13 escrow agreements but nothing transpired?
 14 Q Let's do both.
 15 A Okay.
 16 Q And let's start with the ones, which I presume
 17 will be the larger number, where you actually prepared escrow
 18 agreements. And I presume that when you say the deal didn't
 19 close, ultimately that means money was never transferred to
 20 the escrow account.
 21 A Correct, correct. So what happened outside of me,
 22 I couldn't explain it, but for whatever reason, either we
 23 prepared the escrow agreements, one side or both may have
 24 signed off on it, but did not fund, or one side may not have
 25 signed off on it.

Page 24

1 I am going to say those deals probably were
 2 about -- I'm going to say that probably was about seven or
 3 eight where we prepared escrow agreements.
 4 The deals that we actually -- well, no, now that
 5 you say that, the deals that we actually were involved in
 6 were probably about three or four.
 7 Q Uh-huh.
 8 A So the very first deal that I recall Mr. Smith
 9 being in the forefront versus just a payee was with Jody
 10 McConkey.
 11 Q Uh-huh.
 12 A The second deal was with TALC and the last one was
 13 Olga Babicheva, which, because of the fact that, you know, we
 14 always take our instructions from the senders of the funds,
 15 so if they don't give us permission to release their money,
 16 we don't. With Olga, she did not authorize for the money to
 17 be released so we actually ended up sending the money back to
 18 her. With Jody McConkey and TALC, they actually authorized
 19 us to send the money out to them, and those are the deals
 20 that I really recall Mr. Smith kind of being at the forefront
 21 and guiding them.
 22 Like I said, there may have been others that
 23 because he was working with Mr. Carswell behind the scenes,
 24 we made a payment, but those are the ones that I recall that
 25 he was out front, he was the one that was giving the

Page 25

1 instructions on where things were supposed to go.
 2 With Jody McConkey, based on -- with Jody
 3 McConkey, he had -- up until that time, like I said, I had
 4 worked with Joseph Carswell kind of extensively before that
 5 time, providing paymaster services to him, et cetera.
 6 Before that time, I had never received any
 7 complaint whatsoever about their services, anything that they
 8 were doing or had any upset or unhappy clients. I know that
 9 they were -- they being Mr. Carswell and Mr. Smith and Mr.
 10 McConkey were supposed to be working through whatever had
 11 gone wrong with their deal. I know that I followed up with
 12 Mr. McConkey on several occasions to verify whether or not
 13 his funds had been returned. I was also -- I also felt like
 14 I was put in an awkward situation there. The reason that I
 15 say that is because Mr. McConkey would call me to tell me
 16 hey, I haven't received this money back, but don't call them
 17 and tell them. Right? And he was like -- I guess he was
 18 trying to work through it, whatever.
 19 So when TALC came in and, you know, they met with
 20 me and they asked me about -- well, specifically I talked to
 21 K., who was put in the forefront as the representative for
 22 TALC, et cetera. And I told him -- he asked me had I ever
 23 had any complaints on them and I disclosed to them, yes,
 24 there has been one prior complaint. To my knowledge at that
 25 time, it was, you know, in the process or they were trying to

Page 26

1 resolve it, whatever the case may be.
 2 When I found out that the same thing happened with
 3 TALC and multiple versions of the story, but when Jay
 4 Colovalla called me to say, hey, we have not received what
 5 was promised by these guys, that is when I issued a letter to
 6 Mr. Carswell and Mr. Smith stating that my firm could no
 7 longer serve as paymaster and escrow agent because clearly
 8 there was something that was going on in the background that
 9 I was not privy to and I was not knowledgeable of, but my
 10 firm would not be used if they were doing something that was
 11 not right.
 12 Q Okay, and I'm going to step back. We'll come to
 13 some of that later.
 14 A Okay.
 15 Q But generally in the transactions in which Mr.
 16 Smith I think you said took an upfront role --
 17 A Uh-huh.
 18 Q -- what was his -- can you describe his role in
 19 those transactions?
 20 A I can only describe what he was doing for my firm.
 21 I don't know what was happening behind the scenes. So to the
 22 extent of my firm, he would be the party or his company,
 23 Atlantis Capital, or whichever company would be designated in
 24 the contract, he was the party who was making the decisions
 25 on how the funds were to be disbursed, who was to receive

Page 27

1 what amount. That's the aspect of what his involvement was
 2 with us. So normally when we do deals, there is always a
 3 point person, right? That is the person who has the
 4 authority to tell us, once this money is released, this is
 5 the person that gives us the directives on how the money is
 6 to go out the door. In those transactions, those directives
 7 came from Mr. Smith versus Mr. Carswell.
 8 Q And in 2013, he was properly registered with you
 9 as a paymaster, meaning Mr. Smith.
 10 A Yes.
 11 Q And just to make sure I have it, the transactions
 12 in which you remember Mr. Smith taking the lead were the
 13 transaction involving TALC Properties, the transaction
 14 involving Jody McConkey, and the transaction involving --
 15 A Olga Babicheva.
 16 Q And Mr. Smith was affiliated with what company or
 17 companies, to your knowledge?
 18 A I know Atlantis Capital. And I think there
 19 honestly may have been one other company, if I'm not
 20 mistaken, but I do not recall the name right now. But
 21 definitely Atlantis Capital.
 22 Q Was that a company that might have been called
 23 Confirmed Capital? Does that sound familiar?
 24 A Off the top of my head, it does not, but if you
 25 will allow me to just search, do a search really quickly.

Page 28

1 (Brief pause.)
 2 A And if you don't mind, when we take a break, I'm
 3 going to go and grab my computer because it will allow me
 4 to --
 5 Q Would you like to take a break now? I'm fine, if
 6 you want to go -- if that will help you answer any of the
 7 questions, why don't we go off the record now and I'll let
 8 you get it.
 9 A Okay, that's fine.
 10 MR. DIXON: We are off the record at 10:37.
 11 (A short recess was taken.)
 12 MR. DIXON: Let's go back on the record. And we
 13 are back on the record at 11:51, same day, same place -- I'm
 14 sorry 10:51, thanks -- on August 25th.
 15 BY MR. DIXON:
 16 Q And I believe that the question that you were
 17 answering was other companies that Mr. Smith was affiliated
 18 with. But before we do that, let me ask you one other
 19 question.
 20 While we were off the record, did you and I have
 21 any substantive discussions regarding this matter?
 22 A No.
 23 Q Okay.
 24 A Okay, so the companies that we have, whether that
 25 is through payee account information, is Clear Thinking

Page 29

1 Enterprises.
 2 Q Uh-huh.
 3 A And Knox Corporation Unlimited.
 4 Q All right.
 5 A And Atlantis Capital. Those are all companies that
 6 we were provided banking information for.
 7 Q Okay, thank you.
 8 A Uh-huh.
 9 Q Let's talk about Joseph Carswell.
 10 A And --
 11 Q Go ahead, I'm sorry.
 12 A Before we go there, I want to be able to clearly
 13 answer your questions now that I have my log in front of me,
 14 as far as the number of transactions that involved Mr. Smith.
 15 (Brief pause.)
 16 A Yes, as I stated, it was three.
 17 Q Great. And it is the three that you identified.
 18 A Correct.
 19 Q When did you meet Mr. Carswell, roughly?
 20 A Honestly I do not remember when I met him. I can
 21 tell you when he was registered with us for paymaster
 22 services.
 23 Q That would be fine.
 24 A Let's see.
 25 MR. DIXON: While you're looking for that, why

Page 30

1 don't we mark this as Exhibit 6.
 2 (SEC Exhibit Number 6 was
 3 marked for identification.)
 4 BY MR. DIXON:
 5 Q And let me show you Exhibit 6. This might be the
 6 document you're looking for.
 7 A I know that is when we did the confirmation letter
 8 to him, but his confirmation letter was sent out later
 9 because when we first started, we did not do the confirmation
 10 letters to all clients.
 11 And let me tell you the earliest date -- okay,
 12 well, maybe it was. Okay, well, I know that I met him before
 13 he registered for services. I thought that I had a record,
 14 but this is when he became confirmed, November 18, 2009 is
 15 when he became confirmed for paymaster services.
 16 Q And how did you meet him?
 17 A Honestly, I don't remember. I'm pretty sure that
 18 he was referred from a client or, you know, from a third
 19 party. But like I said, because we have served in this
 20 capacity as paymaster and escrow agent for so many people, we
 21 get a lot of referrals. So I don't really recall how I met
 22 him.
 23 Q Prior to the date on Exhibit 6, November 18, 2009,
 24 when he was -- the letter of confirmation I think you called
 25 it wassent.

Page 31

1 A Uh-huh.
 2 Q Had he used your paymaster services?
 3 A I do not -- no, I am looking at my records going
 4 back to 2008 roughly when we started, and the first year that
 5 I have on record that we actually made a payment out to Mr.
 6 Carswell was 2010.
 7 Q Okay, and I just want to clarify for the record,
 8 the question was -- I think you've answered it -- the
 9 question was did Mr. Carswell use your firm as a paymaster
 10 prior to November 18, 2009.
 11 A No.
 12 Q Because I think your answer was I don't -- and
 13 then you said the word "no." And none of us know if that was
 14 "n-o" or "k-n-o-w."
 15 A Oh. Well, what I was saying is prior to that
 16 date, I do not have a record of anything that he used our
 17 services for prior to January 11, 2010.
 18 Q And in the transactions where Mr. Carswell was
 19 using you as a paymaster, generally what was his role?
 20 A As far as we were concerned, when we did the
 21 transaction for him in 2010, it was just a payment that he
 22 was receiving. Yeah, it was just a payment that he was
 23 receiving, he and one other gentleman. I do not know the
 24 nature of that, but I do know that Mr. Carswell was the
 25 person that told us, hey, this money is going to be paid out

Page 32

1 as follows.
 2 Q Tell me the transactions, the names of the
 3 investors or the people providing the funds in the deals in
 4 which Mr. Carswell, in your opinion, took the lead or was the
 5 point person, and in any other transactions that you're aware
 6 of that he was involved in. So first, tell me the names of
 7 whoever provided the funds in transactions where Mr. Carswell
 8 was the point person that you dealt with.
 9 A Uh-huh.
 10 Q And if you don't mind telling me the name of the
 11 person, and you might as well go ahead at this point and tell
 12 me roughly the date and the amount.
 13 A Yeah, T.L. Gilliam was the name of the sender and
 14 that was, like I said, January 11, 2010. And I don't know
 15 who the person was. Like I said, a lot of times, our only
 16 interaction with the parties is to receive the funds and get
 17 a release from them. But I don't have the individuals' names.
 18 And on that transaction with Mr. Carswell was Harold Anthony.
 19 Q And how much?
 20 A The total was 55,000.
 21 Q And when you say "I don't know the person," you
 22 mean you don't anything about Mr. Gilliam?
 23 A Correct. That's a company, T.L. Gilliam LLC.
 24 Q And so you had no dealings with them.
 25 A No.

Page 33

1 Q Tell me -- any other transactions in which Mr.
 2 Carswell was the point person?
 3 A Yes, in November of 2010, there was \$10,000 that
 4 was received and that was Clear Title and Escrow Exchange,
 5 that was on a real estate matter.
 6 Q Any others?
 7 A Hold on, I'm going through year-by-year, because
 8 everything gets broken down by year.
 9 (Brief pause.)
 10 A Okay, in July of 2012 -- now these are the deals
 11 that Mr. Smith came into as well, so do you still want me to
 12 go --
 13 Q Right. There are two questions out there. The
 14 ones in which, in your opinion, Mr. Carswell was the lead,
 15 and then the other question is the ones in which Mr. Carswell
 16 was involved.
 17 A Okay. So the ones that I just gave you, those
 18 were the ones that Mr. Carswell was the lead.
 19 Q Okay.
 20 Q He was the lead, Mr. Smith was not involved, he
 21 was the point of contact. Now everything else that I'm about
 22 to tell you, he was involved in, but that's when Mr. Smith
 23 came into play in 2012.
 24 Q All right.
 25 A So this first one, July 25th, 2012, this was for

Page 34

1 \$249,970. This one, Joseph Carswell was involved, Jeffrey
 2 Smith was more of the point of contact, and this one was
 3 for -- hold on, because I think this is Varja Capital, and I
 4 think that that's Jody McConkey's company.
 5 MR. DIXON: And for the record, that's V-a-r-j-a.
 6 THE WITNESS: Correct.
 7 And on that transaction, there were a total of --
 8 so Joseph Carswell, Jeffrey Smith, Reuben Gomez. Those are
 9 the parties that were -- that we sent wires out on that
 10 transaction.
 11 BY MR. DIXON:
 12 Q Okay. And other transactions in which Mr.
 13 Carswell was involved.
 14 A Okay, there was one on December 3rd, 2012. This
 15 one was for 20,000 and this was a gentleman that I omitted
 16 earlier, Gabriel Gaide, G-a-i-d-e.
 17 Q Okay.
 18 A It was in the amount of 20,000 and Joseph Carswell
 19 and Jeffrey Smith were both paid on that one. On this one, I
 20 really am unsure who was the point of contact on that one.
 21 Q Fair enough.
 22 A I just know that they were both involved.
 23 And then 1048, this was Varja.
 24 Q Did you say 1048?
 25 A I'm sorry, I'm looking at disbursement logs --

Page 35

1 Q Okay.
 2 A -- that we have. So this was on 12/10/2012.
 3 Q All right.
 4 A And this was 150 from Varja Capital. And Jeffrey
 5 Smith, Mike Fullard, Joseph Carswell, Elizabeth Radochski.
 6 Those were the parties that were paid on that one.
 7 Q Others Carswell was involved with?
 8 A Huh?
 9 Q Others in which Carswell was involved?
 10 A Yeah. I'm sorry, I'm having to go through year-
 11 by-year because all of the records are by year.
 12 Q That's fine.
 13 A So if you'll just give me a second.
 14 And then July 12th, 2013, that was 200,000 and
 15 this is the one with -- I have James Sarver, S-a-r-v-e-r.
 16 Q Uh-huh.
 17 A And that was just Carswell and Smith.
 18 Q Okay.
 19 A And I do see that on this one, Capital Funding
 20 Partners, Knox Corporation Unlimited, affiliated with Jeffrey
 21 Smith.
 22 Q And those are two different entities affiliated
 23 with Smith?
 24 A Correct.
 25 Q Knox and what was the other one?

Page 36

1 A Capital Funding Partners, yes.
 2 Q Okay.
 3 A And that's the last one.
 4 Q Okay.
 5 A And I think the one where I have in my notes that
 6 it was from James Sarver, I think that that was the one
 7 affiliated with TALC and that was the last one that we did
 8 and had, because with Olga Babicheva, because we did not
 9 actually send funds out, we just did a refund, we didn't
 10 count that; if you understand what I'm saying. Since there
 11 was no disbursement.
 12 Q I do follow you, and you've told me the name of
 13 Mr. Smith's companies. What were the names, if any, of Mr.
 14 Carswell's companies?
 15 A And I'm just looking.
 16 Q Uh-huh.
 17 A I have one under Embassy Kingdom Ministries, I
 18 have accounts under his personal name, just Joseph Carswell,
 19 and Carswell & Associates was a company name. And I believe
 20 that those are the main ones. Yes.
 21 Q And you mentioned that the deal involving money
 22 from Clear Title and Exchange was a real estate deal. How do
 23 you know that?
 24 A One, by the name, normally the title companies are
 25 real estate related. And -- yeah, that's just by the name

Page 37

1 and most of the time when there are other types of
 2 transactions, et cetera, the company names are normally not
 3 affiliated in that way.
 4 Q Is there a distinction in the industry between
 5 being a paymaster and an escrow agent?
 6 A Not really -- not really. You will hear the name,
 7 I'm not even sure where the name originated but essentially
 8 when you are serving as a paymaster, you're providing escrow
 9 and disbursement services.
 10 Q Okay.
 11 A So it's really not a distinction.
 12 Q And tell me generally about what -- go ahead.
 13 A Okay, and one other thing that I did want to
 14 clarify, I have the actual -- for T.L. Gilliam, that one I
 15 have an agreement that's signed off on by a rep of the
 16 company that stated that that's for consulting and marketing
 17 services. So like I said, I know that that one was separate,
 18 but yeah.
 19 Q Meaning that the money came in and went to them
 20 for -- went to whoever it was disbursed to for consulting and
 21 marketing services?
 22 A Correct.
 23 Q And is that on the disbursement log or you have a
 24 note somewhere, an independent record of that?
 25 A I have a note.

Page 38

1 Q Okay. In general, what did registration -- and I'm
 2 referring to the registration that we referred to in Exhibits
 3 5 and 6 -- what did registration with you as paymaster
 4 entail?
 5 A It is -- they have to complete five documents.
 6 One being the paymaster service agreement, whereby they
 7 understand how we provide services and what our fee is for
 8 the services that we provide. Two is a picture or photo
 9 identification. Normally if they don't have a passport, then
 10 it is their driver's license. The other is the payee account
 11 information, which is where we send money for them. Third is
 12 their W-9 or if they are not a U.S. citizen, they may have to
 13 provide a W-8 for tax purposes.
 14 When they submit everything to us for
 15 registration, then we run a check against the specially
 16 designated nationals list, making sure that they are not a
 17 part of any terrorist watch groups, et cetera, just to make
 18 sure that there are no issues or red flags there.
 19 Once we complete that check, we don't see any red
 20 flags with them, then we will proceed to issuing the
 21 paymaster registration confirmation letter. That process,
 22 depending on, you know, whether or not we were in high peak
 23 season of registration, could be turned around in a couple of
 24 days.
 25 Q And tell me again the name of the list against

Page 39

1 which you check for any affiliation with terrorists or --
 2 A The SDN, the specially designated nationals list.
 3 Q Any other kind of background check?
 4 A We normally do a cursory check through Google,
 5 through -- I'm drawing a blank on what the site is that we
 6 use -- just to make sure that there are no glaring red flags
 7 when it comes to a lot of the clients. But normally it's
 8 more of, you know, just a cursory check. But primarily the
 9 SDN list is where we kind of set our focus.
 10 Q Okay, and anything else entailed with
 11 registration?
 12 A No.
 13 Q Mike Fullard, how did you meet him?
 14 A Have never met Mike Fullard face-to-face. Mike
 15 Fullard came as a party with Joseph Carswell -- yeah, so --
 16 Q And when did you begin serving as paymaster for
 17 transactions in which he was involved?
 18 A May 26, 2011 is when he was confirmed.
 19 MR. DIXON: And we'll mark this as Exhibit 7.
 20 (SEC Exhibit Number 7 was
 21 marked for identification.)
 22 BY MR. DIXON:
 23 Q And I'm showing you what's been marked as Exhibit
 24 7 and can you tell me -- do you recognize that?
 25 A Yes.

Page 40

1 Q And can you tell me what it is?
 2 A It is the paymaster confirmation -- the paymaster
 3 registration confirmation letter for Mike Fullard.
 4 Q And do you recall doing any transactions with Mike
 5 Fullard for which you served as paymaster prior to this date?
 6 A No.
 7 Q And so he was properly registered with you as
 8 paymaster?
 9 A Yes.
 10 Q And can you tell me the names of the transactions
 11 in which he was involved?
 12 A Uh-huh.
 13 Q And again, I would be looking for the date of the
 14 transaction, name of the person providing the money, the
 15 amount of money and whether Mr. Fullard was sort of the
 16 contact person or lead or whether he was working with someone
 17 else.
 18 A Okay. December 10, 2012, he was -- the amount was
 19 150.
 20 Q Provided by?
 21 A On this deal was Jeffrey Smith, Joseph Carswell,
 22 Elizabeth Radochoski and Mike Fullard. It was not evenly
 23 divided. Of this amount, he received \$12,000 and that was
 24 from Varja Energy Limited.
 25 Q And any other deals in which Mr. Fullard was

Page 41

1 involved?
 2 A Honestly, I think that that was the only one that
 3 he actually received payment on, according to my notes. I
 4 know that when that money was paid out, it was paid to his
 5 wife Carol.
 6 Q Uh-huh.
 7 A Or the account name was in Carol's name.
 8 (Brief pause.)
 9 Q And I presume as I'm waiting that you're checking
 10 for other deals involving Mike Fullard.
 11 A Correct.
 12 Q Okay.
 13 A Okay, there was one on -- oh, this is TALC
 14 Properties, he received payment from the deal on TALC
 15 Properties, \$5000 is the amount that he received and the
 16 total that was paid was 150,000 and this was on April 5th,
 17 2013.
 18 Q And do you know of any companies with which he's
 19 affiliated, the names of the companies with which he's
 20 affiliated?
 21 A Bartlett Associates.
 22 Q And you're getting that from Exhibit 7?
 23 A Correct.
 24 Q Any others that you're familiar with?
 25 A No. Most of the time, he was using an account

Page 42

1 that belonged to either him as an individual or his wife.
 2 Q All right. Brad Howell, how did you meet him, when
 3 did you meet him?
 4 A Brad Howell was another party that was a part of
 5 this group with Jeffrey Smith, Joseph Carswell and that whole
 6 group.
 7 Q And did he register with you as a paymaster? And
 8 I'll show you Exhibit 8, if that helps.
 9 A Okay.
 10 (SEC Exhibit Number 8 was
 11 marked for identification.)
 12 A Okay, June 21st, 2011.
 13 Q And did you begin serving as paymaster in
 14 transactions in which he was involved before or after that
 15 June 21st, 2011 date?
 16 A It was after.
 17 Q And which transaction was Mr. Howell involved in?
 18 A I don't have a record of where we made a payment
 19 out to him. And let me just go back through everything --
 20 oh, no, I take that back. Howell Real Estate. This was
 21 \$5000 that was made 4/18/13 and that was from TALC
 22 Properties.
 23 Q Have you ever met Mr. Howell?
 24 A No.
 25 Q Any others for Mr. Howell, any other transactions

Page 43

1 in which he was involved?
 2 A Let me verify, I don't believe so.
 3 (Brief pause.)
 4 A No.
 5 Q For Mr. Smith, do you have any knowledge of what
 6 jobs he's held in the past?
 7 A No, I do not.
 8 Q What about for Mr. Carswell?
 9 A Based on conversations -- I don't know this
 10 independently -- I understand he was a minister, but that was
 11 just based on conversations that he and I had. I don't have
 12 independent knowledge of it.
 13 Q What about Mike Fullard?
 14 A No.
 15 Q And any idea -- any jobs that Mr. Howell had that
 16 you're aware of prior --
 17 A No.
 18 Q I was going to say prior to what he's doing now.
 19 Ever inquire or ask them about that, any of those that you
 20 don't know, meaning Jeff Smith, Joseph Carswell or Brad
 21 Howell?
 22 A No.
 23 Q Actually that was wrong, because you have talked
 24 with Joseph Carswell about it. So it would be for Jeff
 25 Smith, Mike Fullard or Brad Howell.

Page 44

1 A Correct.
 2 Q Okay. Do you know if any of them -- meaning
 3 Jeffrey Smith, Joseph Carswell, Mike Fullard or Bradley
 4 Howell -- have ever held a securities license?
 5 A I don't know.
 6 Q Okay, did you ever ask them about that?
 7 A No.
 8 Q Mike -- do you ever recall Mike Fullard, Jeffrey
 9 Smith, Brad Howell or Joseph Carswell saying anything to you
 10 or in your presence about how safe the transactions that they
 11 were involved in were? And when I'm talking about
 12 transactions, if I'm reading the documents correctly, lots of
 13 the transactions involved obtaining a standby letter of
 14 credit or a bank guarantee and somehow using that to raise
 15 capital for people. Do you ever recall them saying anything
 16 about how safe those transactions were?
 17 A When TALC Properties and all of them came in to
 18 meet, I know that I was a part of that meeting where, you
 19 know, they were kind of going through what the processes
 20 were, I guess on the other side. I can't say that I recall
 21 anything about the safety of the transaction as much as them
 22 explaining what the process was.
 23 Now I will be honest, because I am not involved in
 24 that, I was not representing them as counsel through that
 25 portion, I kind of glossed over that, because like I said, I

Page 45

1 didn't facilitate it, I had nothing to do with that portion
 2 of the transaction.
 3 So to answer your question, safe, I don't recall.
 4 I just remember them explaining the process.
 5 Q Tell me what you remember about the explanation of
 6 the process.
 7 A To be honest, I do not. I just remember them
 8 saying the money had to come into escrow so that they could
 9 show that whatever fees for their services -- their services
 10 being Mr. Smith and Mr. Carswell -- it had to be escrowed in
 11 order for them to begin work with whatever was being done on
 12 the backend. To be honest with you, I don't recall what that
 13 process or that procedure was.
 14 Q Anything else you remember about what was said
 15 that day about standby letters of credit or bank guarantees
 16 or how that process worked?
 17 A To be honest with you, I don't recall.
 18 Q What do you recall -- do you recall them ever
 19 saying anything to you about what the investors' money would
 20 be used for?
 21 A They did not tell me what the -- other than they
 22 were being paid for their services, their consulting
 23 services. that was my understanding of what was being -- why
 24 the fees were being paid. From my understanding, they were
 25 supposed to be introducing them or working with them in order

Page 46

1 to obtain I guess the standby letter of credit or whatever
 2 the case may be. Who the parties were that were on the other
 3 side of Mr. Smith or Mr. Carswell, I do not know. But from
 4 my understanding, when this money -- when the initial monies
 5 came in, it was for consulting services to assist them with
 6 getting whatever was supposed to happen on the other side.
 7 Q And so your understanding was that the, however
 8 much it was, 150,000, sometimes 250,000, were the fees that
 9 either Mr. Carswell, Mr. Smith, Howell, whoever, were paid
 10 for the consulting fees they were being paid?
 11 A Yes.
 12 Q Okay. Did you have any understanding as to
 13 whether that money was actually to be used to purchase the
 14 instruments, the standby letters of credit or the bank
 15 guarantees?
 16 A That is what was conveyed to me after the fact; if
 17 that makes sense. So --
 18 Q Before you go -- I want to make sure you do
 19 clarify. What is what was conveyed to you after the fact?
 20 A Right, yes, I'm going to clarify that. So when I
 21 say -- what was told to me when that money came in was that
 22 it was for their consulting services and in order for them to
 23 bring in whoever they were working with on the other side. I
 24 don't know if those were brokers, I don't know if they were,
 25 you know, broker-dealers from the Securities and Exchange

Page 47

1 Commission perspective -- I don't know, because that's not a
 2 portion that I would handle or be involved in.
 3 I know that when I had the complaints that came
 4 after the money was paid, I was told we paid them in order to
 5 procure whatever it was. Does that make sense?
 6 Q Uh-huh.
 7 A So if they said we paid them to procure it, once
 8 again, that's abstract to me because I don't know if that was
 9 consulting to bring the people to the table or if that was
 10 supposed to pay a fee in order to obtain the instrument. I'm
 11 not sure on that.
 12 Once again, like I said, the whole purpose that I
 13 came to the table was essentially we're showing you that we
 14 have the money to pay your consulting fees. A lot of times
 15 there was a start of work or something that would happen and
 16 then the monies would be released to them. Sometimes, it was
 17 incrementally, sometimes it was on a 50/50 basis. I just
 18 followed the instructions of the parties who wired the monies
 19 to our firm as far as release. And once they released it, a
 20 whatever the instructions that I received from Mr. Smith or
 21 Mr. Carswell, depending on who was in charge of the
 22 transaction.
 23 Q And with respect to Mr. Carswell, Mr. Smith, Mr.
 24 Howell or Mr. Fullard, did they ever tell you anything about
 25 the value of the instruments? Do you recall them telling you

Page 48

1 anything about the value of the instruments that they were
 2 procuring? And the instruments being standby letters of
 3 credit or the bank guarantees?
 4 A I think that in some of the contracts that you
 5 guys were provided, there may have been values that were
 6 obtained in those agreements. If you're asking me about
 7 specific conversations that we had; no, because like I said,
 8 I really did not -- I did not get involved on that side. I
 9 did not assist them with that. That was outside of my
 10 wheelhouse.
 11 Q Okay. And I'm going to ask you a couple more
 12 questions about that.
 13 A No problem.
 14 Q Did you recall having any discussions, you
 15 personally, with Mr. Smith, Carswell, Fullard or Howell,
 16 about what could be done with these instruments? Could they
 17 be traded, could they be sold, could they be used as
 18 collateral? Did you have any discussions about them? And
 19 the instruments again being standby letters of credit or bank
 20 guarantees.
 21 A With them, I do not recall, but I am aware from
 22 working in this industry long enough how people use them. So
 23 I am aware that people will use them as collateral for
 24 lending purposes. There are banks that will lend against it.
 25 There are some people that do enter them into trade. I am

Page 49

1 aware of that, but to be honest, we're talking about anywhere
 2 from a four to six year time lapse between me having these
 3 conversations with them 'til now. So I can't, you know, say
 4 with 100 percent definitiveness, oh, yeah, you know, I did or
 5 didn't have these conversations with them, because I am aware
 6 of how they are used. But I can't tell you that I recall
 7 having a specific conversation with them about it.
 8 Q Ever do any investigation on your own of such
 9 transactions, meaning standby letters of credit, bank
 10 guarantees, people turning over a relatively small sum of
 11 money in order to get access to -- relatively small being
 12 hundreds of thousands of dollars -- in order to get access to
 13 tens of millions of dollars?
 14 A Regarding them, or period?
 15 Q Have you ever done any investigation on your own
 16 regarding such transactions?
 17 A That's what I'm saying, I'm asking are you
 18 referring specifically to them, or are you saying in general
 19 have I done it?
 20 Q Who is "them"? Carswell --
 21 A Yes. Are you talking about specifically related
 22 to their transactions or are you talking about have I done it
 23 in general?
 24 Q Have you done any investigation in general? Thank
 25 you.

Page 50

1 A Yes, I have -- yes.

2 Q And what did you learn, generally?

3 A Really, I've learned that this is a high scam

4 area. I have had some clients that have been a victim on the

5 other side of it. You know, I do understand that there are -

6 - there are real transactions in this industry that occur,

7 right? From your NTNs, bank guarantees, SBLCs -- they really

8 are used in the banking systems as collateral. So I

9 understand how they are done, I understand that there is

10 legitimacy to them. But I also understand that it can be used

11 as a scam for people who don't know any better and they are

12 on the hope, the wish, and the prayer of how can I turn this

13 amount of money into something astronomical. Yeah. So I'm

14 very aware of how it really works and I'm aware of how people

15 have used the market as a scam as well.

16 Q And how long have you known that -- I mean, I'm

17 not sure, when was this research done?

18 A Honestly, a lot of the delving into what was

19 really going on came when I began to hear these complaints

20 about the Carswells -- Joseph and Jeffrey. Those were the

21 people who were mainly at the forefront. That's when I kind

22 of began to learn, okay, hey, something's going on here.

23 But before then, you know, I really -- yeah,

24 before then, for most of the clients that I deal with and

25 have dealt with, there were no issues. So, you know, for me

Page 51

1 It was pretty seamless, there were no issues. A lot of times

2 it was for consulting services, so it was around that time

3 that, you know, I had people -- and let me say this as well,

4 I often as paymaster had people who would come to me and ask

5 a question, oh, well, do you know anyone who has X, Y, and Z.

6 And I took the position I don't get involved in the middle

7 of, you know, doing the referring of clients and all of that.

8 We simply serve as an escrow agent.

9 But yes, a lot of the research as far as what was

10 going on in the industry came when I was hearing the

11 complaints. The first complaint was with Jody McConkey and

12 Varja Capital. But as stated, when everything was happening

13 with Varja Capital, originally it was presented to me by Mr.

14 McConkey as evidenced in emails and everything else, that

15 they were still working through it. It wasn't until that was

16 prolonged over a period of time and Mr. McConkey informed me

17 that he never received his money back, that's when I was like

18 okay, then what's really going on.

19 Q Okay. Let's talk a little bit about the Colovalla

20 transaction.

21 A Okay.

22 Q Was there a face-to-face meeting with

23 representatives of TALC in your office before the funds were

24 escrowed?

25 A Yes.

Page 52

1 Q Who was there?

2 A Tony Curtis Scott.

3 Q I think it's Tony Scott Curtis.

4 A Okay. Jeffrey Smith, Joseph Carswell, K.

5 Septereuta and there was one other gentleman that was there

6 and I do not recall his name.

7 Q Was he a representative of TALC?

8 A Yes.

9 Q Sam Watkins?

10 A Yes, Sam Watkins.

11 Q Okay. So Jay Colovalla was not there?

12 A No, he was not.

13 Q Do you remember when that meeting was?

14 A I do not.

15 Q Was it unusual to actually -- for you to attend a

16 meeting involving one of these transactions?

17 A Absolutely, it was definitely abnormal. Normally,

18 we do not -- you know, those meetings, we normally don't have

19 because a lot of our clients may or may not even be in the

20 same city. However, we always welcome the opportunities for

21 clients to come and meet with us because if we're handling or

22 escrowing their money, they have the right to see who we are.

23 But yes, that was not the norm.

24 Q How did that come about?

25 A Joseph Carswell called and stated that the

Page 53

1 representatives from TALC wanted to meet me, the person that

2 would be receiving their funds. And I told him I didn't have

3 a problem with it.

4 Q Okay. And was Mr. Colovalla participating byt

5 phone?

6 A No.

7 Q I've asked you this before, anything else you

8 remember about the terms of the deal or the process of the

9 deal that were discussed at that meeting?

10 A Other than what I stated before, I really do not

11 recall specifics of the meeting, of the deal during that

12 meeting. Primarily when they came in to meet with me, my

13 focus was on how the transaction worked from the perspective

14 of my firm.

15 Q Uh-huh.

16 A I know that they were asking me questions about

17 how long I had, you know, served in the capacity of a

18 paymaster, how long had I been an attorney. So I think that

19 it was more of a meeting so that they could get a comfort

20 level with my level of knowledge and expertise and who I was.

21 That's really, for me, what the focus of the meeting was.

22 MR. DIXON: And I'm going to mark this as Exhibit

23 9.

24 (SEC Exhibit Number 9 was

25 marked for identification.)

Page 54

1 BY MR. DIXON:
 2 Q I'm going to show you what's been marked as
 3 Exhibit 9 --
 4 A Okay.
 5 Q -- and I'll show you Exhibit 10 also.
 6 (SEC Exhibit Number 10 was
 7 marked for identification.)
 8 Q Let's start with Exhibit 9. Can you tell me what
 9 that is?
 10 A It is a letter of commitment between Atlantis
 11 Capital and Tony Curtis Scott.
 12 Q And did you draft that?
 13 A No.
 14 Q Where did you -- why is it in your file, where did
 15 you get it?
 16 A It was sent to me by either Carswell or Smith.
 17 Q Okay. And so I found this -- a similar document
 18 multiple times in those documents that you provided. You
 19 never drafted any of them?
 20 A No, they did not come from my office. The only
 21 thing that we would have drafted in relation to these
 22 documents are either the escrow agreement or our paymaster
 23 registration documents.
 24 Q And if you look at Exhibit 10, can you tell me
 25 what that is?

Page 55

1 A This is the Perry Law Group's escrow agreement
 2 related to the TALC transaction.
 3 Q Okay. And if you look at paragraphs A and --
 4 A B?
 5 Q -- A and B -- actually just look at paragraph A
 6 under Witnesseth. I'm sorry, did you prepare the escrow
 7 agreement?
 8 A Yes.
 9 Q Okay. Look at paragraph A under Witnesseth.
 10 A Uh-huh.
 11 Q Where did that information come from?
 12 A It came from this agreement that was provided.
 13 This agreement being the letter of commitment.
 14 Q So you pulled the language out of the letter of
 15 commitment that's found in paragraph A.
 16 A Correct.
 17 Q And basically your understanding of this
 18 transaction is simply based on the document that was provided
 19 to you by Mr. Smith and Mr. Carswell, meaning in this case
 20 Exhibit 9.
 21 A Correct.
 22 Q So to the extent the deal is described in the
 23 escrow agreement, that doesn't represent your understanding
 24 of the deal. That represents simply what you were told about
 25 the deal in Exhibit 9.

Page 56

1 A Correct.
 2 Q During the meeting at your office -- do you
 3 remember when that was?
 4 A I do not.
 5 Q Okay. Spring of 2013? Do you know if it was in
 6 the spring of 2013?
 7 A I'm sure that it was around the time that this
 8 escrow agreement was drafted, but as far as an exact date, I
 9 do not know, and I don't know if the escrow agreement was
 10 drafted before or after the meeting, but I'm going to say
 11 that all of it probably occurred within a week or two of each
 12 other.
 13 Q And I see one signature on here, it looks like
 14 Jeffrey Smith, is dated April 17th, 2013.
 15 A Uh-huh.
 16 Q And so the meeting you would presume from that was
 17 sometime March or April of 2013, the meeting in your office?
 18 A Correct. And now that I'm seeing my signature on
 19 here, this is probably -- because that's my hard signature,
 20 not my electronic signature --
 21 Q Uh-huh.
 22 A -- so it looks like this was signed by me on the
 23 18th, so maybe the meeting occurred around -- like I said --
 24 yeah, probably around that time is when the meeting occurred,
 25 around the time that I signed off on this. But like I said,

Page 57

1 I know it was no more than like a week.
 2 Q Okay. Do you recall any questions being asked of
 3 you in your capacity of paymaster about Smith and Carswell or
 4 Howell or Fullard, anyone else, about their past performance?
 5 A Yes, I had that -- well, I'm sorry, I don't recall
 6 if that was a question that was asked directly in the
 7 meeting, but I know that that question was asked of me by K.
 8 Septereuta. And he and I had that conversation. I think
 9 that that conversation actually was even before the meeting
 10 with TALC. K. Septereuta was the representative of TALC,
 11 that was the way that it was presented to me by Mr. Scott as
 12 well as by K. And they did ask me about whether or not there
 13 were any past issues, et cetera, with Smith and Carswell.
 14 And not by name, but I did involve them -- I did inform them
 15 that I did have one complaint that was on the record as of
 16 that date, and that was Jody McConkey. I did not name Mr.
 17 McConkey, but I did tell them that there was a complaint.
 18 Q So when you say not by name, you mean you didn't -
 19 - you told them -- I'm sorry -- you told Mr. Septereuta that
 20 there were complaints involving Smith and Carswell?
 21 A Yes, that I had a complaint involving Smith and
 22 Carswell from a transaction that had been completed prior to
 23 theirs; yes.
 24 Q And it was Mr. McConkey's name that you did not
 25 inform them of.

Page 58

1 A That is correct.
 2 Q Okay. And anything else you recall telling Mr.
 3 Septereuta about that?
 4 A I know that he asked me how long had I worked with
 5 them and I told them, you know, my dealings with Jeffrey --
 6 and when I say my dealings with Jeffrey, I mean the number of
 7 transactions that he had closed, predated Mr. Smith. Even
 8 though Mr. Smith registered with our firm before Joseph did,
 9 Joseph closed deals with our firm before Mr. Smith; if that
 10 makes sense.
 11 Q Well, the problem I think -- I'm going to ask you
 12 the question again.
 13 A Yes. Oh, I haven't finished answering the
 14 question.
 15 Q But before you confuse it even more, I think you
 16 said my dealings with Mr. Smith -- my dealings with Jeffrey
 17 predated my dealings with Mr. Smith, which is going to make
 18 it all -- I think you need to start again.
 19 A Okay.
 20 Q So the question -- the question once again being
 21 anything else that you remember telling Mr. Septereuta about
 22 your prior dealings with Mr. Smith and Mr. Carswell, or any
 23 of the other gentlemen involved in the deal.
 24 A Yes, I was asked by him how long I had worked with
 25 Smith and Carswell. I informed him that Carswell was a

Page 59

1 client longer than Smith from a closing perspective, that I
 2 had done prior deals with Carswell. I did not have any
 3 complaints of Carswell before the Jody McConkey. And I did
 4 tell him that Mr. Smith, Mr. Carswell pretty -- I mean from
 5 my perspective, yes, Fullard, Howell, all of them were a part
 6 of the team, but the core was Carswell and Smith. So most of
 7 the information that I gave to Mr. Septereuta as well as part
 8 of that conversation about how long that I had worked with
 9 Carswell and Smith did occur in that meeting. I told them
 10 the same thing, this is how long that I have worked with Mr. o
 11 Carswell, this is how long that I have worked with Mr. Smith, o
 12 and I did inform them of that.
 13 So really, the short answer is I gave them the
 14 length of time as well as my experience in working with them
 15 to date.
 16 Q And what do you mean you gave them your experience
 17 in working -- I understand the length of time, I'm not sure
 18 what you mean about your experience. Did you say at the
 19 meeting, not in your discussion with Mr. Septereuta, but at
 20 the meeting at which Mr. Curtis and Mr. Watkins were present,
 21 did you tell them about the McConkey complaint?
 22 A No, that did not take place at the meeting. Like
 23 I said, that was a conversation that happened with Mr.
 24 Septereuta.
 25 Q Uh-huh.

Page 60

1 A But that did not come up at the meeting.
 2 Q Okay.
 3 A And I think because before the meeting even
 4 occurred, there were multiple conversations with K. because
 5 as their representative, I guess it was his job to handle
 6 kind of the due diligence.
 7 Q Uh-huh.
 8 A So that information was given to K. However, they
 9 did not bring it up at the meeting, they just said okay, so
 10 we understand that you have been working with these guys for
 11 awhile, et cetera, and I did confirm for them, yes, this is
 12 the period that I began working with Mr. Carswell, this is
 13 the period I began working with Mr. Smith.
 14 Q Okay.
 15 A Because they were the only two that were present
 16 at the meeting.
 17 Q And talk to me about due diligence. There seems
 18 to be some indication in the records that Mr. Colovalla had
 19 paid you to do due diligence.
 20 A No.
 21 Q Were you paid a fee to do due diligence on the
 22 parties involved in the transaction?
 23 A No. Now what we were paid for was, one, the
 24 escrow. I know that K. actually did come to us and -- okay,
 25 you know what, now I know what you're talking about. But no,

Page 61

1 this was not about Joseph Carswell, Jeffrey Smith. There was
 2 a third party company that they introduced into and I think
 3 that was Black and White something, and they asked me to run
 4 due diligence on that company. That is the company that I
 5 did due diligence on. Not Mr. Smith, not Mr. Carswell. It
 6 was a third party company that was based I believe in --
 7 somewhere overseas, that they asked me to do due diligence
 8 on. That was the due diligence that I completed, but it had
 9 nothing to do with Smith, Carswell, or any of their
 10 companies.
 11 Q Who were you paid -- who paid you for the due
 12 diligence?
 13 A I want to say that it may have been -- it was
 14 either -- it was either Jason or someone from TALC
 15 Properties, I cannot remember at this point if it came from a
 16 corporate account or if it came from Jason. Now the original
 17 wire, it came from Jason. That's why he was the person who
 18 signed off on the release.
 19 But yes, to be clear, now I do recall that. That
 20 had nothing to do -- I was not engaged to do due diligence on
 21 behalf of Jeffrey Smith, Joseph Carswell, it was some company
 22 that TALC was looking to do business with that they asked me,
 23 hey, what can you find on this company. I did the due
 24 diligence on that and that was the -- but that was something
 25 that I was engaged to do on the legal side, not paymaster.

Page 62

1 Q Do you know how much -- do you remember how much
 2 you were paid?
 3 A I do not.
 4 Q During that meeting, -- and just so it's clear, I
 5 think in that last response, you said that "I was not paid or
 6 engaged to do due diligence on behalf of Carswell and Smith,"
 7 and my question was actually were you paid to do due
 8 diligence on Carswell, Smith and the others involved. In
 9 other words, were you paid to investigate Carswell, Smith and
 10 everyone else involved?
 11 A No. No, it was a specific company and I do
 12 believe that that company -- hold on -- Black and White
 13 Aviation.
 14 Q Did you do due diligence on that company?
 15 A Yes.
 16 Q And do you keep records of the due diligence
 17 either in the form of billing records or actually what you
 18 found, screen shots of what you found or the documents,
 19 printouts, of what you found?
 20 A It would have been an email that we sent to them
 21 with the information that we found as well as a discussion,
 22 but without being able to get on the internet right now, I
 23 cannot. I remember that -- oh, go ahead.
 24 Q Can you find that email for me? Would it be
 25 something you would save and preserve?

Page 63

1 A Quite possibly, yes.
 2 Q And that's something you can just provide to me
 3 later instead of obviously looking for it -- I don't need you
 4 to be looking for it now.
 5 A Yeah, that's fine. I definitely can look and see
 6 what information, but yes, it was Black and White, was the
 7 company.
 8 Q Did you say anything to the effect, during that
 9 meeting, that you would do due diligence on all the parties
 10 involved in the transaction?
 11 A No.
 12 Q Did you say anything during that meeting to the
 13 effect that you would verify the CUSIPs and the legitimacy of
 14 the instruments involved?
 15 A No.
 16 Q Would you have billing records that would reflect
 17 the due diligence you did -- five hours due diligence on?
 18 And that's another something you can check on.
 19 A Yes, I'm pretty sure that I have what they paid
 20 because I probably charged them a flat rate in order to do
 21 it. But like I said, that's something that I'll have to get
 22 into my email to verify.
 23 Q Okay. Do you remember -- did you report that to
 24 the representatives of TALC, what you had found about Black
 25 and White Corporation?

Page 64

1 A Yes.
 2 Q Do you remember what it was?
 3 A No.
 4 Q Would it have been a written report?
 5 A Probably email correspondence that -- I'm sure
 6 there was email correspondence after that was completed.
 7 Q When did you first learn that TALC had not
 8 received the instruments or whatever they were promised from
 9 Mr. -- from Smith, Carswell, Fullard and whoever was involved
 10 in the deal?
 11 A To be honest, I don't recall a date. Yeah, I
 12 really don't recall a date that I learned of it.
 13 Q What did you do in response when you did learn?
 14 Were there any changes in the way you handled your procedures
 15 or -- I'm talking about specifically when you learned TALC
 16 hadn't been paid.
 17 A I know that I called Joseph Carswell and asked him
 18 what was going on, that I was concerned because of the fact
 19 that, you know, hey, now I can't just look at this as an
 20 isolated incident as with Mr. McConkey. What is going on.
 21 You know, I know that he told me that there were some
 22 hiccups, changes, whatever it was. And I remember telling
 23 him, you guys need to get this resolved and you need to get
 24 it fixed.
 25 Then it came back to me that -- and this came

Page 65

1 back, I had subsequent conversations with K. as well as --
 2 you know, I just had subsequent conversations where they told
 3 me they were working it out, like there were some changes in
 4 what was being done and delivered, et cetera. And, you know,
 5 periodically I would reach out to K. and say, hey, have they
 6 performed. And subsequently, every time, it was no, no, no,
 7 no, no.
 8 And I don't recall the date but it's somewhere in
 9 the files, after it got to a point that I felt like they no
 10 longer had the intent to repay, but that there was something
 11 very wrong going on on the other side, that's when I issued
 12 the email to them and told them that I would no longer serve
 13 and be a part.
 14 So the question about changes in my procedures or
 15 whatever the case may be, from a registration and how we have
 16 handled it, no, it's just more so if we -- if there are any
 17 problems, then we are always in tune with that and we no
 18 longer will work with those clients.
 19 Q Okay. At any point in your discussions with
 20 investors or the people providing the money -- well, was the
 21 TALC transaction the only transaction in which you were
 22 present in a meeting with the people providing the money and
 23 Mr. Smith, Mr. Carswell, Mr. Fullard or Mr. Howell?
 24 A Correct.
 25 Q Okay. Any phone calls involving Mr. Smith,

Page 66

1 Carswell, Fullard or Howell, and someone providing money?
 2 A Okay, are you asking me if it was a conference
 3 call or if I spoke to them?
 4 Q I'm asking you if you recall any conference calls
 5 in which Mr. Smith or Carswell or Fullard or Howell were on
 6 the phone with someone who was going to provide money and you
 7 were also on the phone.
 8 A Yes.
 9 Q Okay, so we had a meeting in your office, and now
 10 tell me about the phone call or calls. Who was providing the
 11 money?
 12 A I mean I did conference calls with them and Jody
 13 McConkey, I did conference calls with another client that --
 14 where only Mr. Carswell was involved. A lot of times, those
 15 conversations were introductory calls to say, hey, this is
 16 Keisha Perry, she serves as the paymaster/escrow agent. You
 17 know, they would ask, once again, questions about my firm,
 18 did I have a website, things like that. So it was -- most of
 19 those calls were more so for them to become familiar with who
 20 I was.
 21 Q Okay. During conversations where you were present
 22 and either Smith, Howell, Fullard or Carswell were present --
 23 it could be a face-to-face meeting, it could be a phone call.
 24 A Uh-huh.
 25 Q Anything you remember them saying about how safe

Page 67

1 the deal was? Previous I asked you these questions do you
 2 remember them telling you. Now my question is if you
 3 remember them telling the provider of the funds anything
 4 about how safe the deal was -- meeting in your office or any
 5 of these conference calls -- how safe the transaction was,
 6 involving standby letters of credit or bank guarantees.
 7 A Honestly I don't remember. I don't remember --
 8 and something that I do want to go back to, you asked me a
 9 question about whether or not I agreed to verify CUSIP, ISN
 10 numbers and all of that. I never would agree to do any of
 11 those things beyond -- first of all, I don't have the
 12 capability to, I don't have the systems, et cetera.
 13 Oftentimes, I have people that will ask me to receive
 14 instruments, and I don't have that capability either.
 15 I tell you all of this in answering your questions
 16 about the safety of the transactions, et cetera.
 17 Q Uh-huh.
 18 A Because those are conversations that I would not
 19 have been a part of and I don't recall them saying oh, this
 20 is a safe transaction or any of those things, because a lot
 21 of those conversations I would not have been privy to.
 22 Because when they talked about the specifics of their deal,
 23 that's normally when I would say, okay, is there anything
 24 else that you guys need from me, because I handle the front
 25 end, nothing to do with the back end.

Page 68

1 Q Okay. I'm going to keep asking the questions,
 2 just to see if you remember hearing anything about, for
 3 instance, what the investors' money would be used for, in any
 4 of the conversations where you were present. Either Smith,
 5 Carswell, Fullard or Howell telling an investor or the
 6 provider of the funds what the money would be used for.
 7 A I mean, other than what they would send to me like
 8 in a letter of commitment or anything like that. Again, most
 9 of those conversations took place either before me or they
 10 took place after me. I can't -- I was not a part of those
 11 conversations.
 12 Q I'm going to interpret that as that means you have
 13 no memory of hearing them say anything about what the money
 14 would be used for.
 15 A Correct. As far as I knew, it was the consulting
 16 services in order for them to work with them to provide
 17 whatever was a part of the letter of commitment. But if
 18 you're asking me if I heard them say, oh, \$200,000 is being
 19 paid for the acquiring of an instrument or whatever the case
 20 may be. Let me be clear on something too, a lot of times
 21 they don't want me on that phone call because of the fact
 22 that, let's just be honest, even if they were telling the
 23 investor that oh, yeah, you have to pay X amount to party A
 24 in order to obtain whatever. As you can see, five people got
 25 paid off of that money before it ever goes to whoever the end

Page 69

1 person is. I tell you that because they don't have those
 2 conversations in my presence because at the end of the day
 3 it's like no, if this is the way the money goes out, this is
 4 the way that the money goes out.
 5 So to answer your question, no, they didn't have
 6 those conversations in my presence because if the investor
 7 asked -- well, I couldn't speak on it before I got the
 8 instructions, but if it came after the fact, okay, this is
 9 what it is.
 10 Q Okay. What about the value of the instruments,
 11 any discussion -- anything you remember them telling anyone
 12 who had provided funds about the value of the instruments?
 13 A Once again, other than what was listed in the
 14 letter of commitment, no. I was not a party to, you know --
 15 I don't recall being a -- I was not a part of those
 16 conversations and I don't recall any conversations whereby
 17 they said, oh, you know, this is the value of X, Y, and Z.
 18 And depending on the deal, as you can see in the letter of
 19 commitment, that would change, what the actual instrument
 20 that was being procured, et cetera. But none of that was I a
 21 party to.
 22 Q Do you recall ever hearing them say anything about
 23 what could be done with the instrument, whether they could be
 24 used as collateral or sold?
 25 A I know that they -- I know -- well, let me answer

<p style="text-align: right;">Page 70</p> <p>1 that question directly. As far as that being conveyed to an 2 investor, that was not something that I was a part of. 3 Once again, I know what the instruments can be 4 used from -- or for, because of my own knowledge of the 5 industry. But that part of the transaction I was not a party 6 to. 7 Q Have you ever told anyone who was involved in one 8 of the transactions involving Mr. Fullard, Mr. Carswell, Mr. 9 Howell, or Mr. Smith -- have you ever made comments about how 10 safe the deal was? 11 A No. 12 Q Have you ever made comments or references to what 13 the investors money would be used for? 14 A No. I mean -- no, other than the fact -- 15 Q With the escrow. 16 A Exactly. I would be taking instructions from 17 whoever, whatever party that they listed in the release, the 18 request and authorization to release funds. That's who I 19 took instructions from on how the funds were to be disbursed, 20 but I couldn't make representations and warranties about the 21 safety of the deal or what was going on because I wasn't a 22 party to it. I didn't know. 23 Q Have you ever made any comments to any source of 24 the funds that we've discussed about the value of the 25 instruments?</p>	<p style="text-align: right;">Page 72</p> <p>1 Q For the Colovalla transaction, and then I'll ask 2 for the transactions in general, who actually pays for the 3 drafting of the escrow agreement? 4 A It comes out -- well, I guess it would be the 5 investor because it comes out of the monies that are 6 received. Now from a consulting or whatever fee-earning 7 perspective, I mean, it is deducted, so our fees are not paid 8 on top of; if that makes sense. 9 Q Uh-huh. 10 A So if they say that you have to pay 150, then that 11 150 is inclusive of our fees and any doc prep fees that there 12 are. So I don't know how you would categorize that. 13 Q You got -- typically it seemed like you got a two 14 percent fee? 15 A If it was under a certain amount; correct. 16 Q Okay. And was there -- did that two percent cover 17 the document preparation or was there a separate fee for 18 document preparation? 19 A There was a separate fee for the escrow agreement. 20 Q And any other -- was the escrow agreement really 21 the only document you prepared generally? 22 A Yes. 23 Q Okay. 24 A And the reason that we began to charge for the 25 escrow preparation fees is because we had so many of these</p>
<p style="text-align: right;">Page 71</p> <p>1 A Other than what was in the letter of credit, no. 2 Q And have you ever made any representation in any 3 of these transactions about what could be done with the 4 instruments? 5 A No, I had nothing to do with that. 6 Q With respect to the -- let's take the Colovalla 7 deal. 8 A Uh-huh. 9 Q You prepare an escrow agent -- I'm sorry, you 10 prepare an escrow agreement. Do you have a client in this 11 transaction? 12 A Really, I consider all of them to be my client, 13 and the reason that I say that is because I'm taking 14 instructions from multiple parties when it comes to monies 15 that are coming in and monies that go out. So from my 16 perspective, in an escrow transaction, both sides are your 17 client. Because, like I said, when the money comes in, we 18 can't release it until the sender of the funds says yes, 19 no. -- and just like in this transaction, I think that -- 20 yeah, they sent 150. Originally, they only released a 21 portion of that money. Once they released that money, then 22 that is when it kind of kicks into second gear where whoever 23 they release it to, we take instructions from them on how to 24 pay it out. So in this scenario, really both sides are our 25 client.</p>	<p style="text-align: right;">Page 73</p> <p>1 deals that they came to us, we would take the time -- and for 2 the TALC deal, we did -- I think that there were three or 3 four different versions of the escrow agreement, with changes 4 that were requested by the client. But yes, we do charge that 5 separate and apart, it is normally a fee of 650 that we 6 charge for the escrow agreement because if we prepare the 7 escrow agreement but the money -- or they never fund, or they 8 never actually use us, then a portion of our time is 9 compensated. 10 Q Okay. I'm going to ask you just some real 11 general, quick -- hopefully quick -- questions about work as 12 a paymaster and then let's take a break for lunch and I'll 13 regroup and see where I am. All right? 14 A Okay. 15 Q Let's go through this pretty quickly. Why did you 16 require people to register with you before you would serve as 17 paymaster? 18 A One, because it allowed us to keep a record. Two, 19 while we are not an MSB or a money service business, in doing 20 research, I know that money service businesses are required 21 to have very basic information and we also did it just to 22 make sure that, you know, we were not being engaged for any 23 terrorist activities or any people that, you know, we 24 shouldn't be serving for. So it was really a way for us to 25 protect ourselves, but also a way for us to have on record</p>

Page 74

1 who we work with, and I think a lot of that really came from
 2 my background in doing real estate closings, just having the
 3 KYC – know who your client is.
 4 Q Okay. And what do you consider just in general
 5 your duties as paymaster?
 6 A From a basic level, we are there to receive and
 7 disburse funds on a transaction. A lot of times because we
 8 are an attorney, clients will ask us questions about trusts
 9 being set up, about banking questions. You know, it was
 10 really more -- what our duties were, like I said, is to
 11 receive and disburse funds, that's the basics. But a lot of
 12 times we end up being a resource for clients answering a lot
 13 of general questions that they have as well.
 14 Q And remind me, -- I'm sorry, tell me about your
 15 training with respect to escrow -- being an escrow agent or
 16 paymaster. On the job primarily?
 17 A Uh-huh.
 18 Q And if so, remind me what job or did you just
 19 start doing it at the Perry Law Group?
 20 A Yes, I began doing it at the Perry Law Group
 21 because of the fact that we did serve as escrow agent for
 22 real estate -- residential real estate transactions. And
 23 that background would be as an attorney and how we are
 24 governed by the state bar with regard to receiving and
 25 escrowing clients' funds.

Page 75

1 Q Any course work, CLEs, or anything that -- I mean,
 2 did it come up in CLEs on real estate closings or anything
 3 like that?
 4 A Yes. And also we have under the ethics rule
 5 books, it talks about safekeeping of clients' funds, how that
 6 is supposed to be done, how that's not supposed to be
 7 commingled with our operating accounts; yes.
 8 Q Anything else you can think of you did in terms of
 9 training or getting ready for the role or preparing? You
 10 talked about just the experience of being a real estate
 11 attorney, you talked about CLEs or state bar. Anything else?
 12 A That would be it.
 13 Q Okay. Did you get sample documents from
 14 somewhere? Where did you get the escrow agreement? Did you
 15 come up with it or --
 16 A Oh, yeah. No, that's a document that -- I don't
 17 know. This is our draft, but I'm pretty sure that, you know,
 18 we didn't create the entire document. It was a draft from
 19 somewhere, but I don't know where.
 20 Q Okay. Personal business question.
 21 A Uh-huh.
 22 Q Roughly -- let's go back to the period between
 23 20 -- January 1st, 2010 and the end of 2013 -- 2010, '11,
 24 '12, '13, that four-year period. What I really am trying to
 25 get a sense of is the percent of your revenue that was

Page 76

1 generated by deals involving Smith, Carswell, Howell and
 2 Fullard.
 3 A Just in the paymaster sector or just in the firm
 4 total?
 5 Q Both.
 6 A Okay.
 7 Q Meaning what percent of the fees that you got as
 8 paymaster came from them, yes. And then what percent of just
 9 your revenue in general came from them.
 10 A Okay, so in 2010, we got paid \$1300 from Carswell.
 11 Q And et cetera. Okay.
 12 A Yes.
 13 Q Give me those numbers first. 2011.
 14 A Okay. Yeah, that was \$1300. 2010, \$1300. 2011,
 15 zero.
 16 Q Uh-huh.
 17 A 2012, okay, so 2012 from them it was \$9074. And
 18 2013, \$6000. So I'm going to say that all of that was less
 19 than 10 percent, because every year in the firm we probably
 20 do close to -- on the low end, 175; on the highest, we were
 21 probably at 350, 360. So less than 10 percent.
 22 Q Okay.
 23 A And all of that does include any fees that we
 24 would have been paid for preparing escrow agreements as well.
 25 MR. DIXON: Let's go to lunch. Let's take -- 'll

Page 77

1 need an hour and part of that is so I can shorten this,
 2 because we've covered a lot of stuff that I already wanted
 3 to.
 4 So if we could meet back at 1:15.
 5 THE WITNESS: Okay.
 6 MR. DIXON: There are a couple of options in terms
 7 of lunch. There's a cafeteria in the basement of the
 8 building, soup is very good, salad bar is good. If you walk
 9 across this bridge right behind you, which means heading
 10 towards that cafeteria, then going up the escalator to your
 11 right, there's another cafeteria, it's actually a nicer place
 12 to sit, in that building there.
 13 THE WITNESS: Okay.
 14 MR. DIXON: All right, and probably two, two and a
 15 half hours after lunch, but don't hold me to that.
 16 THE WITNESS: Oh, wow, okay.
 17 MR. DIXON: Might not be that long. Do you have
 18 an appointment?
 19 THE WITNESS: Yes.
 20 MR. DIXON: What time?
 21 THE WITNESS: I actually have a -- well, let me
 22 check on that. I may have a 1:30 and then I have a 3:30.
 23 MR. DIXON: I can finish another morning. It
 24 would actually be more efficient to finish another morning
 25 because then I can just sort of regroup. But it means you

Page 78

1 coming back.
 2 THE WITNESS: Yes, to be honest, with my travel
 3 schedule, I'd prefer to go ahead and get it knocked out, so
 4 if I need to move some things around. You said another two
 5 hours after lunch?
 6 MR. DIXON: Probably.
 7 THE WITNESS: So 1:15 -- okay, so --
 8 MR. DIXON: I don't think you're going to make
 9 either one.
 10 THE WITNESS: Even if -- well, let's just see
 11 where we are about 3:00.
 12 MR. DIXON: Okay.
 13 THE WITNESS: And then if we need to circle back,
 14 then we can look at that. Because like I said, my 1:30, I
 15 know that I can -- I have a little bit of flexibility on that
 16 one, but my 3:30, I do not.
 17 MR. DIXON: And I'll actually have a better sense
 18 when I come back from lunch.
 19 THE WITNESS: Okay.
 20 MR. DIXON: I may be able to tell you a little bit
 21 more, but let me take a look at this.
 22 THE WITNESS: Okay.
 23 MR. DIXON: All right?
 24 THE WITNESS: All right, thank you.
 25 (Luncheon recess at 12:15 p.m.)

Page 79

1 1:19 p.m.
 2 MR. DIXON: We are back on the record at 1:19 on
 3 August 25th.
 4 While we were off the record, Ms. Perry, did we
 5 have any -- did you and I have any conversations
 6 substantively about this matter?
 7 THE WITNESS: No.
 8 BY MR. DIXON:
 9 Q Prior to learning of problems with the McConkey
 10 transaction, did you ever have any indication that Jeffrey
 11 Smith, Joseph Carswell, Michael Fullard, or Brad Howell were
 12 not performing their responsibilities in a transaction in
 13 which you served as paymaster?
 14 A No.
 15 Q Okay, talk to me about the McConkey transaction.
 16 A Okay.
 17 Q How you came to be involved in it, anything unique
 18 that you remember about it, conversations that you had with
 19 Mr. McConkey or anyone before him, things like that.
 20 A Okay.
 21 Q And tell me if the documents help.
 22 A I'm sure they will. With the McConkey
 23 transaction, it was pretty much the way that it normally came
 24 about. We normally were contacted by -- in most deals, we
 25 were contacted by Mr. Carswell first just to say, hey, we

Page 80

1 have another deal that's coming in. This is the company that
 2 is sending the funds, this is the amount that we are
 3 expecting and, you know, the release, all of that information
 4 will be provided at the right time.
 5 I know that I had multiple conversations with Mr.
 6 McConkey. Now I can't recall how many of those conversations
 7 were before monies were sent versus after -- oh, no -- let me
 8 go back.
 9 So with the McConkey transaction, okay, that one
 10 was a unique one. And the reason that I say that that one
 11 was unique was because someone sent us over a release for
 12 their money. So I did have several conversations with Mr.
 13 McConkey before any funds were released. Any time that we
 14 notice or see something is amiss, we will contact the sender
 15 of the funds. In this situation, I noticed that the release
 16 was signed off on by a party that was different from prior
 17 documents that we had received information from. So that is
 18 when, you'll see in my email correspondence that I provided
 19 to you, that I contacted Mr. McConkey to say hey, we received
 20 this release, did you guys issue this release.
 21 In that transaction, they told me no, they did not
 22 issue that release, do not let the funds go out. So the
 23 funds were not moved.
 24 MR. DIXON: And let me show you this document.
 25 Sorry to interrupt you, I apologize. I show you what I'm

Page 81

1 marking as Exhibit 11.
 2 THE WITNESS: Okay.
 3 (SEC Exhibit Number 11 was
 4 marked for identification.)
 5 BY MR. DIXON:
 6 Q Is that the release that you're referring to?
 7 A I don't know.
 8 Q Because it was attached to an email and is that
 9 what cued you in?
 10 A Yes, yes. Looking at this now and not seeing --
 11 if I may see this document from Varja Capital -- like I can
 12 tell, I could tell that the signatures were off. This may
 13 actually --
 14 Q Let me ask you this, do you remember an email
 15 about this time from Mr. McConkey saying that one of the
 16 indicators that this was wrong is that the company's name was
 17 spelled V-A-L rather than V-E-L?
 18 A Yes.
 19 Q Because it's Varja Energy, the acronym would be
 20 VFL.
 21 A Yes.
 22 Q Okay, how is it spelled in Exhibit 11?
 23 A V-A-L.
 24 MR. DIXON: And you asked if you could see what's
 25 now marked as Exhibit 12.

Page 82

1 THE WITNESS: Okay.
 2 (SEC Exhibit Number 12 was
 3 marked for identification.)
 4 BY MR. DIXON:
 5 Q Tell me what that is.
 6 A This is a client information sheet. Pretty much
 7 the client information sheet just has basic information like
 8 the name, address, telephone numbers, email address, officers
 9 of Varja Energy Limited.
 10 Q Okay. And you asked to see it because I think you
 11 were indicating that that might help you determine if Exhibit
 12 11 was actually the wrong release.
 13 A Right.
 14 Q And let me show you this also -- let me just find
 15 it, because eventually you did release the money; is that
 16 correct?
 17 A Yes, I did.
 18 Q And you released it when you got what you
 19 considered a valid release; right?
 20 A Yes, and confirmed that via email with Mr.
 21 McConkey, that that had been sent.
 22 MR. DIXON: And let me show you what we're going
 23 to mark as Exhibit 13.
 24 THE WITNESS: Okay.
 25 (SEC Exhibit Number 13 was

Page 83

1 marked for identification.)
 2 BY MR. DIXON:
 3 Q Is that the valid release? And I'm referring to
 4 the third paragraph, is the reason I was --
 5 A Yes.
 6 Q So is that yes, that's the valid release?
 7 A Yes, this is.
 8 Q Okay. And we will deduce from that, that 11 was
 9 the invalid one, because there would have only been the two,
 10 the correct one and the incorrect one.
 11 A Correct.
 12 Q But I also understand that one of the things --
 13 tell me how you determined -- what made you think that the
 14 release you received on December 14th, on or about December
 15 14th -- I should say the release dated December 14th -- was
 16 invalid?
 17 A To be honest with you, Mr. Dixon, I don't know
 18 what alerted me. I just knew that there was something that
 19 was off about it. And I want to say it may have been how it
 20 came. Meaning the email address that it came from was not an
 21 address that I recognized to be affiliated with the company.
 22 So, you know, when we have the escrow agreement that's signed
 23 off on, for this reason, we obtain the telephone number, the
 24 email address of the parties. We obtain all of these things
 25 so that we can verify who we received it from and does it

Page 84

1 match to what we have been provided in the past. I honestly
 2 cannot remember what alerted me, but it was something that
 3 did alert me to send an email to Jody to say did you guys
 4 authorize for these funds to be released. And that's when he
 5 told me no, that he didn't.
 6 Q And so what -- tell me the story, how does it play
 7 out after that?
 8 A He was just grateful that I called him in order to
 9 verify versus just releasing the funds. He stated that he
 10 was going to talk to Carswell and Smith about who it
 11 originated from, the whole nine, where it came from. And I
 12 was just informed at that moment, do not release any of the
 13 funds until I heard from them and got verification that they
 14 were to be released.
 15 Q Okay, anything else that you recall about this
 16 afterwards in terms of communications, how it was handled,
 17 your role in handling it?
 18 A Most of the things that I received after -- well,
 19 I mean even before it happened, I always tried to make sures
 20 that I corresponded with the last known email address that I
 21 had, as well as telephone calls just to say, hey, this is
 22 what I've received, did this actually come from you guys, and
 23 that's kind of the way that I proceeded with that mixup.
 24 Now I know that I did ask both Joseph Carswell and
 25 Smith whether or not they had anything to do with this, you

Page 85

1 know, that fraudulent one coming over. Everybody denied
 2 knowledge, and you know, everybody was, quote-unquote, trying
 3 to get to the bottom of it.
 4 MR. DIXON: Uh-huh. And let me show you what's
 5 been marked as Exhibit 14.
 6 THE WITNESS: Okay.
 7 (SEC Exhibit Number 14 was
 8 marked for identification.)
 9 BY MR. DIXON:
 10 Q And can you tell me --
 11 MR. DIXON: Actually, let me show you first what
 12 I'm going to mark as Exhibit 15.
 13 THE WITNESS: Okay.
 14 (SEC Exhibit Number 15 was
 15 marked for identification.)
 16 BY MR. DIXON:
 17 Q Let me show you Exhibit 15.
 18 A Okay.
 19 Q Do you recognize that?
 20 A Yes.
 21 Q Do you want to take a moment to read it or -- I
 22 just have a couple of questions about it.
 23 A Yes, I recall this is the email that I was just
 24 explaining.
 25 Q Okay. All right, and so this is the email about

Page 86

1 the fake release form?
 2 A Yes.
 3 Q Okay. Let's go back to Exhibit 14.
 4 A Okay.
 5 Q Do you recognize it?
 6 A Yes.
 7 Q What is it?
 8 A It is the fund disbursement log.
 9 Q Who prepared it?
 10 A We did at the Perry Law Group.
 11 Q Okay, and does it accurately reflect the
 12 disbursement of money in this instance?
 13 A Yes, it does.
 14 Q And I should say with respect to this transaction.
 15 A Yes, it does.
 16 Q And who determined who the money went to in this
 17 case?
 18 A Jeffrey Smith.
 19 Q And how do you know that?
 20 A We received written instructions from them
 21 normally via email --
 22 Q Okay.
 23 A -- that would say pay this person this amount and
 24 so on and so forth.
 25 Q And who determined how much each individual would

Page 87

1 receive?
 2 A Jeffrey Smith -- well, let me say this, I don't
 3 know how they determined it behind the scenes. What was
 4 conveyed to me came from Jeffrey Smith.
 5 Q I appreciate that. That's exactly what I was
 6 asking, thank you.
 7 And do you have any say or anything to do with who
 8 actually receives the money?
 9 A Other than the fact that I send it out, no.
 10 Q Okay. And do you have any idea why these people
 11 are receiving money and the amounts they are receiving?
 12 A That they provided some sort of services in
 13 connection with the transaction, so they're being paid for
 14 their work.
 15 Q And is that a presumption on your part or do you
 16 actually know that?
 17 A I mean I guess to the extent of that's normally
 18 why people engage my firm, I would say that I know it. But as
 19 far as their exact roles in the transaction, I couldn't speak
 20 on that. I can just speak in general as to why people are
 21 paid or why they use our services.
 22 Q And let me speed things up today so we don't have
 23 to do this multiple times, let me ask you the same questions
 24 in a more general fashion. And if you'll forgive me, in the
 25 interest of time, I'm going to ask you leading questions.

Page 88

1 A Okay.
 2 Q With respect to the disbursements logs that you
 3 provided in response to my subpoena, did you prepare them
 4 all?
 5 A Majority of them, yes. There are times that my
 6 assistant, I would give her the information and she would
 7 drop it in, but for the most part, yes, I prepared the
 8 disbursement logs.
 9 Q And to your knowledge do they accurately reflect
 10 the way that money was actually disbursed by your firm for
 11 the transactions represented on those disbursement logs?
 12 A Yes, they do.
 13 Q Okay. And the disbursement logs that I received
 14 from you, did you ever have any say in determining who the
 15 money went to?
 16 A No.
 17 Q Okay. Did you have any say in determining who --
 18 how much the person received?
 19 A No.
 20 Q Was that information -- who it went to and how
 21 much they received -- always provided to you by somebody
 22 else?
 23 A Yes, it was.
 24 Q And you always simply followed that person's
 25 instructions.

Page 89

1 A Yes, the only amount that was determined by
 2 someone other than Mr. Smith is what I was paid and that was
 3 per the paymaster service agreement, but outside of my fee, I
 4 had nothing to do with what anyone else received or who was
 5 paid.
 6 Q Okay. So, Mr. McConkey begins a correspondence
 7 with you --
 8 A Uh-huh.
 9 Q I'm sorry, we talked about the fact that there was
 10 a problem with the release form, we talked about that and how
 11 you spotted that and corrected that and got a valid release
 12 before the funds were released. Then something else happens
 13 in this transaction. When do you recall -- oh, I'm sorry,
 14 I'm going to go back one more time. Do you recall having a
 15 conversation with Mr. McConkey before the transaction about
 16 your experience with Mr. Smith and Mr. Carswell?
 17 A Yes.
 18 Q What do you remember?
 19 A Just -- I remember him asking me how long had I
 20 dealt with them, if I had any prior complaints or reports on
 21 them. And I shared with him that at that point I had not.
 22 Q Uh-huh.
 23 A I remember having a conversation, him asking me
 24 about their ability to perform and I told him I was not
 25 involved in that aspect of their business, so that I couldn't

Page 90

1 speak on what they did on the other side of things.
 2 I would have clients that would ask me, do you
 3 know whether or not they can -- you know, do you know whether
 4 or not they are performers. And the only thing that I was
 5 able to attest to is, one, our firm does not handle that side
 6 of things; two, I can only go on whether or not we have had
 7 complaints from clients that they've worked with in the past.
 8 And up until Mr. McConkey's transaction, I had not. But per
 9 what we put on the record earlier, there had been
 10 transactions with Mr. Carswell before where there had never
 11 been any ill reports that I was aware of.
 12 Q Okay. So specifically -- at one point in your
 13 answer you shifted from the specific to generally clients
 14 would call and ask me, or sometimes clients would call --
 15 A Sometimes, yes.
 16 Q -- and you told me what you would say. What do
 17 you specifically remember telling Mr. McConkey about Mr.
 18 Smith and Mr. Carswell before he turns the money over?
 19 A Right, that's what I was saying, up until his
 20 transaction, I had not received any complaint, and I shared
 21 that with him when he asked me about their history with me
 22 and how long they had worked with me.
 23 Q Okay, the deal closes, the money is disbursed
 24 pursuant to the disbursement log. What's the next thing you
 25 hear from Mr. McConkey? Tell me the story, how it progresses

Page 91

1 after that.
 2 A I don't remember, like -- I don't remember
 3 everything that happened in the course of the story. I can
 4 just tell you that the next major event that I do recall was
 5 that he contacted me saying that they had not performed.
 6 Q Do you remember roughly when that was?
 7 A I do not.
 8 Q Okay.
 9 A I remember him saying they had not performed. I
 10 actually emailed both Jeffrey and Joseph to say hey, Mr., you
 11 know, McConkey has contacted me saying that you guys did not
 12 do what you were supposed to do. What is going on?
 13 Then it became -- and I guess -- I just remember
 14 from the correspondence at some point, Mr. McConkey contacted
 15 me asking me not to tell them that he was talking to me. So
 16 you'll see some of the email correspondence where he's like
 17 oh, you know, don't tell them this, don't tell them that.
 18 And I'm like, that was all strange to me and it put me in a
 19 position where I'm like well, if you're stating that you feel
 20 as though they have not performed or they haven't done what
 21 they're supposed to, why wouldn't you want me to, you know,
 22 ask questions and delve into it. That's when he told me, oh,
 23 they were trying to work it out. You know, you'll see
 24 correspondence in the emails that I provided where there was
 25 back and forth. And I guess ultimately they didn't perform.

Page 92

1 That is when, you know, he contacted me and they
 2 told him, listen, we have other transactions that we are
 3 working on from which we will repay you the money. Mr.
 4 McConkey, you know, being upset, contacted me and said how
 5 dare you still work with them when you know that all of this
 6 has happened with me. And I told him, look, I don't know the
 7 full story as far as what has happened in your situation. I
 8 know that there had been -- up until Mr. McConkey's
 9 transaction, I'd never received a bad report on them. So,
 10 yes, I did continue to work with them, because for me at that
 11 time, it was an isolated incident.
 12 As you see, I stayed in for a very long time
 13 trying to facilitate payment, et cetera, whatever I was
 14 allowed to do without violating confidentiality, and
 15 eventually it was not resolved.
 16 Q Okay, let me show you what's marked as Exhibit 16.
 17 Do you recognize that?
 18 A Yes.
 19 (SEC Exhibit Number 16 was
 20 marked for identification.)
 21 Q And can I, just to save us time, is it fair for me
 22 to assume that the emails that you provided to me came to you
 23 on or about the date that's indicated in the emails?
 24 A Yes.
 25 Q Okay. And if you look midway down the first page

Page 93

1 of Exhibit 16, where it says "Good morning, Ms. Perry."
 2 A Yes.
 3 Q Okay, what date did that email come to you?
 4 A January 30th, 2013.
 5 Q And do you see the first sentence?
 6 A Yes.
 7 Q Does that give you a sense of when you learned
 8 that there was a problem with the McConkey deal?
 9 A Yes.
 10 Q Okay. And would it be upon receipt of this email?
 11 A Correct.
 12 Q And so you mentioned that there was a process of
 13 working things out and I think that lasted maybe at least to
 14 the summer of 2013 and maybe beyond that. Tell me what steps
 15 you took to try to work it out.
 16 A Mostly from my perspective, it was contacting Mr.
 17 Smith, Mr. Carswell, asking them what was going on, telling
 18 them that they needed to either perform or return their
 19 money. That was really the gist of it. You know, because --
 20 contrary to how several of my clients refer to me as their
 21 attorney paymaster -- I am only their attorney to the extent
 22 of paymaster services, just the same way that attorneys are
 23 engaged for specific services.
 24 You know, really it was just more so me trying to
 25 mediate a situation that I did not want to turn bad. But

Page 94

1 that's the gist of what my involvement was.o
 2 MR. DIXON: Let me go ahead and show you - I'm
 3 sorry, I just made a quick numbering error here, I need to
 4 correct it.
 5 (Brief pause.)
 6 MR. DIXON: No, that's right.
 7 THE WITNESS: Yes, this is 16, that's the next
 8 one.
 9 BY MR. DIXON:
 10 Q Is there a clause in the escrow agreement that
 11 specifically informs everyone that Mr. Carswell or Mr. Smith
 12 or someone like that will determine who funds are disbursed
 13 to? That you will be acting on their instructions? How was
 14 that communicated to the provider of the funds?
 15 A One, it's in the release agreement.
 16 Q Okay.
 17 A When they sign off, it says -- so there is one
 18 sentence that will say, "to the further credit of Atlanta
 19 Capital and his/her/its designees."
 20 Q Uh-huh.
 21 A So that's actually in the release. And also,
 22 normally in the -- normally also it states that -- sometimes
 23 in the escrow instructions, it will state that it is released
 24 to whomever's party, according to their written instructions.
 25 So normally it's in the transfer agent instructions and also

Page 95

1 in the release.
 2 Q Okay.
 3 MR. DIXON: Let me show you what I'm going to mark
 4 as Exhibit 17.
 5 THE WITNESS: Okay.
 6 (SEC Exhibit Number 17 was
 7 marked for identification.)
 8 BY MR. DIXON:
 9 Q And can you tell me what that is?
 10 A Uh-huh.
 11 Q I'm sorry, I cannot find another copy.
 12 A Oh, I think this one --
 13 Q Have I already marked it?
 14 A Yes, that was Exhibit 15.
 15 Q That's what's confusing me. Actually we have to
 16 leave it marked as 17 with the understanding that 17 and 15
 17 are identical. That's why I've been shifting documents
 18 trying to find it.
 19 Take a look at what's now marked as Exhibit 17.
 20 A Okay.
 21 Q Do you see -- you don't have to read them out
 22 loud, but read the first two sentences of the fourth
 23 paragraph from the top.
 24 A "The only people that would have three bits of
 25 that info would be Mike, Perry Law Group, and ACF. There is

Page 96

1 no benefit to either Mike or the Perry Law Group to release
 2 those funds as it does not go to them. But ACF would indeed
 3 profit to the tune of 150K. Someone from one of these three
 4 sources mentioned has the info and it does concern me to have
 5 it floating around out there."
 6 Q And this is an email from Mr. McConkey, right?
 7 A Yes.
 8 Q And it's on December 17th?
 9 A Yes.
 10 Q And he is talking about -- his main focus is the
 11 fake release, as I interpret this. However, in discussing
 12 that, he makes the comment that Mike Fullard -- I assume
 13 that's Mike Fullard he's referring to.
 14 A Yes.
 15 Q -- is not going to get any money. He has no
 16 incentive because funds don't go to him. That -- and yet, if
 17 I look at the disbursement log, funds do go to him.
 18 A I think on this transaction, yes, that is correct.
 19 Q And from your perspective, they went to him
 20 because that's how they were instructed -- you were
 21 instructed to release them.
 22 A Uh-huh -- yes, sorry.
 23 Q But that -- it appears, unless you can tell me
 24 different, it appears that Mr. McConkey had no idea that
 25 funds were going to Mr. Fullard, even though he was involved

Page 97

1 with the deal.
 2 A That's the way the email appears, yes.
 3 Q Anything else that I need to know about the
 4 McConkey transaction? Anything else you remember that was
 5 unique, anything else that you did in terms of resolving it,
 6 that you want to tell me?
 7 A Just what I explained before, trying to be a
 8 mediator in order to get it done, or to get the funds
 9 returned. Like I said, I think that out of his frustration
 10 at one point, he, you know, lashed out at us, wanted us to do
 11 more. And it was kind of one of those things that from our
 12 perspective, we did what we were instructed by the owner of
 13 the funds.
 14 Q And when you say "he lashed out at us" and wanted
 15 you to do more, you're talking about Mr. McConkey?
 16 A Yes.
 17 Q Can you go back to Exhibits 9 and 10? Just a
 18 couple more questions about these exhibits.
 19 A Sure, okay, I'm there.
 20 Q Okay. Exhibit 9 -- well, let's start with Exhibit
 21 10 since you're more familiar with that. Actually it doesn't
 22 matter, I'm going to go with Exhibit 9 because everything's
 23 on here. Let's go with Exhibit 9.
 24 A Okay.
 25 Q Okay, see the first paragraph?

Page 98

1 A Yes.

2 Q End of the first paragraph refers to a top world

3 European bank for business-related activities. Any idea what

4 that means?

5 A I mean, yeah, it's certain -- well I don't know

6 what the business-related activities are, but I do know what

7 a top European bank is.

8 Q And just tell me in general.

9 A It's going to be your top, either -- normally it

10 refers to your top 25 or your top 50 banks that are located

11 out of Europe.

12 Q Okay, all right. And you see the reference to the

13 term being a year and a day?

14 A Yes.

15 Q Okay. And is that -- just your general

16 understanding, is that the term of the lease agreement?

17 A Yes.

18 Q And all of these terms were incorporated I believe

19 into -- by you into the escrow agreement.

20 A Not all of them, but the pertinent ones, yes.

21 Q Right, okay.

22 A And sometimes, as you can see, the terms changed

23 because if you look at that one, the amount was \$250,000 on a

24 letter of commitment. The amount that we have is 150, so,

25 you know, those things changed according to what the clients

Page 99

1 agreed upon.

2 MR. DIXON: Okay. I'll mark this as Exhibit 18.

3 (SEC Exhibit Number 18 was

4 marked for identification.)

5 BY MR. DIXON:

6 Q And I'll show you Exhibit 18.

7 A Okay.

8 Q And if you can tell me what -- do you recognize

9 it?

10 A Excuse me. Yes.

11 Q Can you tell me what it is?

12 A It is the disbursement log for TALC Properties.

13 Q And if you flip through, it actually appears to be

14 multiple disbursement logs for TALC Properties.

15 A Yes.

16 Q And it appears to me -- and you can correct me if

17 I'm wrong -- if you look at the first page of Exhibit 18,

18 there's -- not a column -- a line that says "Amount Remaining

19 in Escrow After this Disbursement." And it says \$50,000.

20 A Uh-huh.

21 Q And then if I look at the second one, it says

22 zero.

23 A Uh-huh.

24 Q So that money has been disbursed. Look at the

25 third one, it also says zero, so I am not sure that I see a

Page 100

1 distinction between the second and the third one.

2 A I think that they are the same ones, it's a

3 duplicate.

4 Q Okay, that's what I was assuming. I just wondered

5 if I was missing something.

6 A No.

7 Q And I just have some general questions real

8 quickly to move us through this.

9 A Okay.

10 Q Two percent fee, on the third line down, is that

11 standard?

12 A Yes.

13 Q And then additional fees to PLG, 4900. Do you

14 remember what those are for?

15 A Yes, remember earlier when I was telling you about

16 the multiple escrow agreements that we had prepared for deals

17 and they had not paid us? Those fees came from those

18 transactions as well as -- yes, it came from those

19 transactions as well as certain things that they were

20 engaging us to constantly change. So at that point, I did

21 tell them now you are outside of the realm of just paymaster,

22 now we are actually doing drafting which goes into legal.

23 Q So \$4900 was for drafting agreements unrelated to

24 this deal?

25 A Correct.

Page 101

1 Q Okay. Total paid to PLG, 6000. Do I interpret

2 that as that's the amount you had actually already been paid?

3 A Oh, you're looking at the first page. Okay.

4 Q First page.

5 A Yes.

6 Q And then 1900 still owing.

7 A Yes.

8 Q And were you eventually paid that at some point?

9 A Yes.

10 Q And it says Total Funds to be Disbursed to Client.

11 In this case, who was that?

12 A Jeffrey Smith.

13 Q Okay, and they were actually to be disbursed at

14 his instructions, if I'm reading that correctly -- if I

15 understand your prior testimony correctly.

16 A Yes.

17 Q Okay. May be a math mistake, if you look at the

18 first page of the second disbursement log.

19 A Uh-huh.

20 Q 8000 -- it says Total Paid to PLG 8000.

21 A Yes.

22 Q It's \$100 more than the 7900. Any idea why?

23 A Yes, because that's what the client told us to

24 take, just 8000 off of it.

25 Q Okay. All right, anything else you remember that

Page 102

1 we haven't talked about the TALC deal that you consider
 2 significant, worthy of mentioning?
 3 A Oh, yeah, this was the deal that they got mad at
 4 me because I did collect the fees on all of the past escrow.
 5 I believe that I sent an email to them, because it came back
 6 to me that -- well, I had a couple of calls from I don't know
 7 if it was a client or potential client who essentially they
 8 told -- and I don't know who the "they" was, I believe really
 9 it was Mike Fullard, because they got upset with me because I
 10 made them pay up what was outstanding to my firm.
 11 So I did send an email out to them stating that I
 12 was upset about the fact that they would disparage the firm's
 13 name and accuse the firm of taking exorbitant fees, when they
 14 knew the work that had been done and completed by the firm to
 15 earn those fees. So I believe that that email was in there.
 16 After I sent that email out, both Mr. Carswell and
 17 Mr. Smith wrote back pretty much stating, you know, hey, we
 18 don't have a problem with your firm, et cetera. You know,
 19 that's the other thing, but it was related to us essentially
 20 collecting what was owed and we had, in my opinion, been kind
 21 enough to allow them to delay payment although we were doing
 22 work.
 23 Q Uh-huh.
 24 A So that was the other thing that I felt like was
 25 outside of the ordinary in that transaction.

Page 103

1 Q Okay. And one more question on McConkey, one more
 2 question that comes to mind right now.
 3 A Okay.
 4 Q I did not see a full executed escrow agreement for
 5 the McConkey transaction. However, I was sort of pulling
 6 documents from various sources.
 7 A Okay.
 8 Q Do you know if there was one?
 9 A I am pretty sure that there was a fully executed
 10 agreement.
 11 Q If you don't mind just getting me one that would
 12 be great.
 13 A Let me see. Did you have one that was partially
 14 executed?
 15 Q I don't think so. I don't think so because I
 16 tried to segregate them by transaction and this folder, as
 17 far as -- and I could have -- there's a slight chance I could
 18 have pulled it out and put it aside somewhere, but the folder
 19 that I have did not have one in there.
 20 You know what, that has to be wrong because I
 21 remember seeing -- oh, it's already -- yeah, here it is. Did
 22 we already -- hang on, I've got it.
 23 No, no, no, no, no, I am looking at a disbursement
 24 log and we're talking about an escrow agreement.
 25 A Yeah. The one that I have -- and I can definitely

Page 104

1 provide this -- I have one that was signed off on by Varjao
 2 Capital.
 3 Q Okay. And that would be fine, if I can get one of
 4 those.
 5 A Okay.
 6 Q Because there was never an issue, the argument was
 7 never made to you that the problem was the escrow agreement
 8 wasn't executed?
 9 A No.
 10 Q Okay.
 11 A No, it was executed by Varja. Now what I do not
 12 have is the -- well, what I don't have here, it may very well
 13 be at the firm and I can email you a copy of this. This one
 14 does not have Jeffrey Smith's signature on it, but Varja did
 15 sign it.
 16 MR. DIXON: Okay. And I've just got some general
 17 questions for most of the remainder of the time.
 18 THE WITNESS: Okay.
 19 MR. DIXON: Just to figure out what happened in
 20 these transactions or if they even happened.
 21 So I'm going to show you what's been marked as
 22 Exhibit 19.
 23 THE WITNESS: Okay.
 24 (SEC Exhibit Number 19 was
 25 marked for identification.)

Page 105

1 BY MR. DIXON:
 2 Q Do you recognize that?
 3 A Yes, it's another letter of commitment.
 4 MR. DIXON: And let me show you what's been marked
 5 as Exhibit -- what I'll mark as Exhibit 20.
 6 (SEC Exhibit Number 20 was
 7 marked for identification.)
 8 BY MR. DIXON:
 9 Q And do you recognize that?
 10 A Yes.
 11 Q And with respect to Exhibit 20, can you tell me
 12 what it is?
 13 A It is an escrow agreement between Joseph Carswell
 14 and Jose Yenny.
 15 Q And did that transaction actually occur?
 16 A Yes, this did.
 17 Q Okay, and were you involved with it as paymaster?
 18 A Yes.
 19 MR. DIXON: Okay, and let me show you what we'll
 20 mark as Exhibit 21.
 21 (SEC Exhibit Number 21 was
 22 marked for identification.)
 23 BY MR. DIXON:
 24 Q And can you tell me what that is?
 25 A Twenty-one is the fund disbursement log for the

Page 106

1 Jose Yenny transaction.
 2 Q Okay, and as always, it accurately reflects how
 3 the money was disbursed?
 4 A Yes.
 5 THE REPORTER: Could you spell that person's last
 6 name?
 7 THE WITNESS: Yes, Y-e-n-n-y.
 8 BY MR. DIXON:
 9 Q And just to make sure we're clear, when you were
 10 giving me the amounts that were earned --
 11 A By PLG?
 12 Q Yes.
 13 A Yes.
 14 Q -- did it include the Yenny transaction?
 15 A Yes, 2012, yes, because the 5649.40 that I was
 16 adding, that was that transaction.
 17 Q Okay, so was that the only transaction in 2012, do
 18 I remember that correctly, that it was just -- no, it was
 19 about \$6000 I believe.
 20 A And no, that wasn't the only one from them in
 21 2012. There were two. It was that one and then there was
 22 3000 that we earned too, because for 2012, the total was
 23 about \$9000.
 24 Q Did you have any contact with Mr. Yenny?
 25 A Yes.

Page 107

1 Q Okay. Talked to him?
 2 A Yes, I did.
 3 Q He speaks English?
 4 A Not well. You know, he is -- I believe he was from
 5 -- he's Hispanic, so sometimes there would be the language
 6 barrier, but no, he does not speak English fluently. It was
 7 well enough for us to have a conversation, but he's not
 8 fluent in English.
 9 Q Did he contact you, you contact him?
 10 A He contacted me.
 11 Q Why?
 12 A At the very beginning when he contacted me, it was
 13 about the funds that were coming over, et cetera. You know,
 14 just general conversation like I said the clients would have,
 15 hey, who are you, we're about to send this money to you, et
 16 cetera.
 17 Q Did he ask you -- go ahead.
 18 A Oh.
 19 Q I was going to say did he ask you any questions
 20 about pas! performance by Mr. Carswell or Mr. Smith?
 21 A No, no. Mr. Yenny did not. We did not have those
 22 conversations, it was just more so, so you will have the
 23 money, you will keep it until I tell you. That was more of
 24 the conversation with him. He did not ask about past
 25 performance that I recall.

Page 108

1 Q Okay. Anything else you remember specifically
 2 discussing with him?
 3 A I know that he sent us over releases for the money
 4 to go out and after -- because that money was released with
 5 him in groups or tranches. If I recall correctly, all of
 6 that did not go out at one time, and I remember him coming
 7 back later saying well, how much money is left, and I told
 8 him, you know, at this point -- which I can't remember what,
 9 you know, the time frame was, but at that point he had signed
 10 off for all of the funds to be released.
 11 Q Okay, anything else you remember?
 12 A No, that was just it. And after, you know, I
 13 reported to him that all of them had been released, I don't
 14 recall there being any issues or anything else. Like I said,
 15 the one thing that to me was strange, was that, you know, all
 16 of the releases, always came from his email address, but he
 17 contacted us to say hey, how much money do I have left. I
 18 told him that nothing was left and he was like okay, and I
 19 did not hear from him after that.
 20 Q Do you know where he resides?
 21 A I'm not sure.
 22 Q If you look at -- and you are looking at --
 23 Exhibit 21.
 24 A Uh-huh.
 25 Q This is additional fees to PLG, \$625. What are o

Page 109

1 those?
 2 A That would have been the escrow agreement. And
 3 sometimes where you will see that I have given them elements
 4 of a discount on what the fee was but most of the time the
 5 fee that was being charged for the escrow preparation
 6 services is outlined in the escrow agreement.
 7 Q And with respect to this disbursement log, is it
 8 true as with the others that we've discussed so far that you,
 9 other than understanding that some of the fees are paid for
 10 consulting fees, that you don't know why the people listed
 11 received the amounts they did?
 12 A No, I don't.
 13 MR. DIXON: Okay. And one more document from this
 14 pile. This is Exhibit 22.
 15 (SEC Exhibit Number 22 was
 16 marked for identification.)
 17 BY MR. DIXON:
 18 Q If you can just tell me what this is, to the
 19 extent you know.
 20 A Okay.
 21 Q It was unique among the records that I saw. Do
 22 you know what that is?
 23 A This is probably where Mr. -- hold on -- yeah,
 24 this is probably where Mr. Yenny initiated the wire from his
 25 account to mine.

Page 110	Page 112
<p>1 Q Okay.</p> <p>2 A Yeah.</p> <p>3 MR. DIXON: I'll mark this as Exhibit 23.</p> <p>4 THE WITNESS: Okay.</p> <p>5 (SEC Exhibit Number 23 was</p> <p>6 marked for identification.)</p> <p>7 BY MR. DIXON:</p> <p>8 Q Do you recognize that?</p> <p>9 A Yes.</p> <p>10 Q And if you look at -- where did I see it? I saw a</p> <p>11 reference on here to -- there it is -- bottom of the page,</p> <p>12 beginning at the bottom of the page, it says "Subject" in</p> <p>13 bold, "Ukrainian client." Do you see that?</p> <p>14 A Yes.</p> <p>15 Q Is the Ukrainian client Olga Babicheva?</p> <p>16 A I am not 100 percent sure, I don't recall, because</p> <p>17 it's not referenced.</p> <p>18 Q And I may have just found the answer to my</p> <p>19 question, flip to the next page, do you see the attachment?</p> <p>20 A Yes -- then, yes.</p> <p>21 Q Okay. I just wasn't sure if I had this email with</p> <p>22 the right documents.</p> <p>23 A Gotcha.</p> <p>24 Q Was there a escrow agreement drawn up for this</p> <p>25 client?</p>	<p>1 A That's correct.</p> <p>2 Q And return the money to her. I'm just curious --</p> <p>3 and that's the only circumstance I saw like that. Do you</p> <p>4 maintain your fee at that point?</p> <p>5 A In this deal, I did not take my normal fee on this</p> <p>6 one. I deducted \$750.</p> <p>7 Q Okay, which would have been half your fee or less</p> <p>8 than half?</p> <p>9 A No, on this, that would have been -- I don't know.</p> <p>10 Q Okay, but it wasn't your total fee.</p> <p>11 A No, that's way less than half. Our normal fee on</p> <p>12 that amount that she sent would have been \$2400. So the \$750</p> <p>13 that I did deduct from that was because of the amount of time</p> <p>14 that we spent. We actually did two versions of an escrow</p> <p>15 agreement on that deal. So I -- and Olga agreed that -- and</p> <p>16 Olga Babicheva is the owner of the company, but that's what</p> <p>17 we agreed upon. I told her that I was not going to charge</p> <p>18 the full amount; however, I did want to be compensated at</p> <p>19 least for part of the firm's time. And we were compensated,</p> <p>20 given our hourly billing rate, for two and a half hours.</p> <p>21 MR. DIXON: And let me show you what I've marked</p> <p>22 as Exhibit 24 -- what I'll mark as Exhibit 24.</p> <p>23 (SEC Exhibit Number 24 was</p> <p>24 marked for identification.)</p> <p>25 MR. DIXON: I'm sorry, I cannot make it harder for</p>
Page 111	Page 113
<p>1 A Yes, I believe so.</p> <p>2 Q That I don't have. There is actually a discussion</p> <p>3 I think in the email where she asked you not to draw it up</p> <p>4 because she's got questions about new parties involved, if I</p> <p>5 remember correctly.</p> <p>6 A No, it was drafted.</p> <p>7 Q Okay.</p> <p>8 A I can -- no, I know that there are two that I</p> <p>9 have, and I apologize, I thought that I gave these to you.</p> <p>10 One is dated as of April 1st.</p> <p>11 Q Uh-huh.</p> <p>12 A And this one was actually signed off on by the</p> <p>13 company, her company was TVONKNET -- I don't know that that's</p> <p>14 the -- that was as of April 2nd.</p> <p>15 Q Uh-huh.</p> <p>16 A And then there was one that was done as of</p> <p>17 5/17/2013 and this was -- yeah. Now I don't have that that</p> <p>18 one was signed off on.</p> <p>19 Q And you said her company was TV --</p> <p>20 A Yes, it's TVONKNET BTS Capital Group Limited.</p> <p>21 Q And at the end of the day, this money never leaves</p> <p>22 escrow except to be returned to the client; correct?</p> <p>23 A That's correct.</p> <p>24 Q And that's because you got instructions from her</p> <p>25 to not go forward with the deal.</p>	<p>1 you to get these on here, Peggy.</p> <p>2 THE REPORTER: You're trying.</p> <p>3 MR. DIXON: I have yet to put one on a solid</p> <p>4 surface.</p> <p>5 BY MR. DIXON:</p> <p>6 Q Let me show you what I'm marking as Exhibit 24.</p> <p>7 A Okay.</p> <p>8 Q So can you tell me what that is?</p> <p>9 A This is a disbursement log.</p> <p>10 Q And it says the funds were received from T.</p> <p>11 Gilliam.</p> <p>12 A T.L. Gilliam, yes.</p> <p>13 Q Do you have any idea what -- this is the only</p> <p>14 document I could find that related to this transaction. Can</p> <p>15 you tell me anything or do you know anything about the nature</p> <p>16 of the transaction? Was it real estate?</p> <p>17 A Yes, this is the one that I told you that we had</p> <p>18 the document that said for marketing and consulting services.</p> <p>19 Q Thank you.</p> <p>20 A Uh-huh.</p> <p>21 Q Do you remember a transaction or transactions</p> <p>22 involving Don Raines? I've got a series of emails but no</p> <p>23 transactional documents.</p> <p>24 A Oh, yes, Don Raines contacted me after -- he</p> <p>25 contacted me after we stopped working with them. So that's</p>

Page 114

1 why. He was actually contacting me to do background and due
 2 diligence and I simply told him that the firm no longer
 3 worked with them any more. So that's the reason why it's
 4 just an email that you see, but we had ceased working with
 5 them and he had contacted us to say, hey, will you serve as
 6 escrow for a transaction that we are doing with them. And
 7 that's when I told him -- yeah. So the emails that you're
 8 seeing is where he contacted us asking about us serving as
 9 paymaster and I told him that we no longer served as
 10 paymaster for them.

11 Q So there was no -- with respect to the Perry Law
 12 Group, there were no dealings with Mr. Raines other than that
 13 conversation.

14 A Correct.

15 Q And the emails that went back and forth.

16 A Correct.

17 MR. DIXON: I'm going to show what I'm marking as
 18 Exhibit 25.

19 THE WITNESS: Okay.
 20 (SEC Exhibit Number 25 was
 21 marked for identification.)

22 BY MR. DIXON:

23 Q Can you tell me what that is?

24 A It is another letter of commitment.

25 Q And this one refers to Atlanta Capital and David

Page 115

1 Bye. I didn't see any transactional documents. Do you have
 2 any idea if this transaction actually ever closed or
 3 happened?

4 A It did not, but we did prepare an escrow agreement
 5 for it. This was, you know, one of the transactions where
 6 they called us to, you know, hurry up and send an agreement
 7 and it did not move forward.

8 MR. DIXON: And let me show you what I'm going to
 9 mark as Exhibit 26.

10 THE WITNESS: Okay.
 11 (SEC Exhibit Number 26 was
 12 marked for identification.)

13 BY MR. DIXON:

14 Q Can you tell me what that is?

15 A It is a fund disbursement log for Gabriel Gaide.

16 Q And that's G-a-i-d-e?

17 A Correct.

18 Q And this goes to Mr. Smith, to the company you
 19 referred to earlier, Clear Thinking Enterprises?

20 A Yes.

21 Q And do you recall what this deal -- well, there's
 22 a disbursement log, is that an indication that this deal
 23 actually did --

24 A Close and we paid?

25 Q Yes.

Page 116

1 A Yes.

2 Q And do you recall having any discussions with Mr.
 3 Gaide?

4 A No.

5 Q What about his attorney, whose name is also in
 6 here, John Lee.

7 A I don't remember.

8 Q Okay. Do you have any idea of the nature of this
 9 transaction, if it was real estate or if it involved bank
 10 guarantees?

11 A I have no idea on this, honestly.

12 MR. DIXON: And let me show you what I'm going to
 13 have marked as Exhibit 27.

14 THE WITNESS: Uh-huh.
 15 (SEC Exhibit Number 27 was
 16 marked for identification.)

17 BY MR. DIXON:

18 Q And do you recognize it?

19 A Yes, it's another letter of commitment from
 20 Atlanta Capital.

21 Q And this one refers to the client as Giovanna
 22 Diana.

23 A Yes.

24 Q Any idea if the deal closed?

25 A I did not believe so. We prepared an escrow

Page 117

1 agreement but that was -- this was one of those that we
 2 prepared escrow agreements for but nothing manifested on it.

3 Q Okay. And under the -- it says amount in the
 4 chart and then under that, it's term and then instrument
 5 SBLC/BG. Am I interpreting that correct that that would be
 6 the acronym for standby letter of credit/bank guarantee?

7 A Yes.

8 MR. DIXON: And this document -- okay.

9 THE WITNESS: I do have a question for you. Like
 10 where we prepared the escrow agreements but they were not
 11 executed, do you want me to send these to you as well?
 12 Neither side executed.

13 MR. DIXON: Meaning like for the Giovanna --

14 THE WITNESS: Yes.

15 MR. DIXON: No.

16 THE WITNESS: Okay.

17 MR. DIXON: If you've already told me that the
 18 deal didn't close --

19 THE WITNESS: Then, okay.

20 MR. DIXON: -- I'm most interested in --

21 THE WITNESS: The ones that did.

22 MR. DIXON: Correct.

23 THE WITNESS: Fair enough.

24 MR. DIXON: And I'll mark this as Exhibit 28.
 25 (SEC Exhibit Number 28 was

Page 118

1 marked for identification.)

2 BY MR. DIXON:

3 Q Let me show you what's been marked as Exhibit 28.

4 A Okay.

5 Q Can you tell me what that is?

6 A This is an escrow agreement that was completed for

7 Atlanta Capital and Ferme & Sons.

8 Q Did the deal close?

9 A No, I don't think that this one did close either.

10 Q Who would have been the lead on that one?

11 A Jeffrey Smith. No, that one did not close.

12 MR. DIXON: Exhibit 29.

13 (SEC Exhibit Number 29 was

14 marked for identification.)

15 THE WITNESS: 2013. Yeah -- no, I think the only

16 deals that they actually had to close in 2013 was the TALC

17 deal. Yeah, the TALC deal was the only one that -- well,

18 sorry.

19 BY MR. DIXON:

20 Q Can you tell me what that is?

21 A It's another letter of commitment from a Joseph

22 Pizzarelli.

23 Q It's actually spelled P-i-z-z-a-r-e-l-l-i.

24 A Okay.

25 Q -- r-e-l-l-i. Pizza and then r-e-l-l-i. Deal

Page 119

1 close?

2 A No, not through us. I don't even recognize that

3 name.

4 Q Okay.

5 A I don't have -- no, it didn't close through our

6 firm.

7 MR. DIXON: Okay, and Exhibit 30.

8 THE WITNESS: Okay.

9 (SEC Exhibit Number 30 was

10 marked for identification.)

11 THE WITNESS: Yes, this is an escrow agreement

12 between Atlanta Capital and a company by the name of Yi Shen.

13 THE REPORTER: Spell it, please.

14 THE WITNESS: Y-i S-h-e-n.

15 MR. DIXON: And that's two words, second word

16 begins after the "r".

17 BY MR. DIXON:

18 Q I'm sorry, did I ask if the deal closed?

19 A No, but no, it did not. But I think that we are

20 missing the actual exhibit on this one.

21 Q Thanks.

22 And the last transaction that I know of is on

23 James Sarver. Do you remember meeting Mr. Sarver, having any

24 discussions with Mr. Sarver?

25 A No, that one is -- I mean I have it in my record

Page 120

1 and I have the fully executed escrow agreement. I know that

2 he did pay, but I have very limited --

3 MR. DIXON: And is this the escrow agreement --

4 I'm sorry, we should probably mark it as an exhibit.

5 (SEC Exhibit Number 31 was

6 marked for identification.)

7 BY MR. DIXON:

8 Q I'll show you Exhibit 31. Can you tell me what

9 that is?

10 A The escrow agreement with Capital Funding and

11 James Sarver.

12 Q Do you have -- and let me mark this as Exhibit 32.

13 (SEC Exhibit Number 32 was

14 marked for identification.)

15 Q And if you can -- if I can get you to identify

16 Exhibit 32.

17 A It is the letter of commitment between Capital

18 Funding and James Sarver.

19 Q Okay. Do you have any recollection of having any

20 discussions with Mr. Sarver?

21 A I don't.

22 Q Okay. Did the deal close?

23 A Yes.

24 Q I am not seeing a disbursement log.

25 A There is a disbursement log, 1055.

Page 121

1 Q And if I can get a copy of that sometime, I'd

2 appreciate it.

3 A Okay. I'll send you all of these as soon as I get

4 to wifi.

5 Q Do you have any recollection of any problems,

6 anything unique about the Sarver deal?

7 A I do not.

8 Q Okay. Do you have any memory of whether Mr.

9 Sarver asked you about prior performance of Smith and

10 Carswell or anyone?

11 A Sorry, I really don't. I mean like I said, I know

12 his name now seeing it again, but I don't have -- I did not

13 have a lot of interaction with Mr. Sarver.

14 Q And you don't remember if he asked about prior

15 performance or anything like that?

16 A No.

17 MR. DIXON: Let's take a break. I think I might

18 be largely done.

19 THE WITNESS: Okay.

20 MR. DIXON: Give me about -- if you don't mind, if

21 you can give me 15 minutes, just to make sure that I've

22 covered everything that I need to cover. It's a little bit

23 of a longer break, but I think I will come back and report

24 that I don't have -- I might have just one or two more

25 questions or something like that.

Page 122

1 THE WITNESS: Okay.
 2 MR. DIXON: But I would have a hard time imagining
 3 that we would be beyond three, after that. I just need to go
 4 over some stuff and make sure.
 5 THE WITNESS: Fair enough.
 6 MR. DIXON: Okay, thanks.
 7 (A short recess was taken.)
 8 MR. DIXON: We are back on the record at 2:37 same
 9 day. While we were off the record, aside from the discussion
 10 that we just had about giving you the opportunity to clarify
 11 anything or state anything on the record, did we have any
 12 substantive discussions regarding this case?
 13 THE WITNESS: No.
 14 BY MR. DIXON:
 15 Q When was the last time you had a discussion with
 16 Mr. Smith, communication with Mr. Smith?
 17 A I think it may have been when I sent out the
 18 letter to tell them that I could no longer work with them.
 19 Mr. Smith did not respond, only Mr. Carswell did.
 20 Q What about your last conversation with --
 21 communication with Mr. Carswell.
 22 A I actually spoke with Mr. Carswell, if it was not
 23 this year, it was the latter part of last year. Jason
 24 Colovalla --
 25 Q Colovalla.

Page 123

1 A -- called me because he essentially was still
 2 upset about the fact that their money had not been returned.
 3 You know, I think that he thought in some kind of way that he
 4 could guilt me into doing free legal work for him.
 5 He called me to say that they wanted to speak to
 6 me about, you know, what had transpired, et cetera. I had a
 7 conversation with him, which he told me that Mr. Smith had
 8 informed him that I was the mastermind behind everything,
 9 that Mr. Smith told him, you know, talk to Keisha, you know,
 10 she's the attorney, she's the deep pocket. Mr. Smith
 11 informed them that he and I -- well Mr. Smith had to break
 12 ties with me because our personal relationship had gone bad
 13 and that Mr. Smith and I were sleeping together. And, you
 14 know, that's the real reason that they had switched and
 15 stopped using me because I was a woman scorned.
 16 When all of this came to my attention, I told Mr.
 17 Colovalla, I said let's call Joseph Carswell, because
 18 essentially he's the one who brought Mr. Smith to the table,
 19 and he said, oh, well, Joseph said he didn't know anything
 20 about it, blah, blah, blah, blah, blah.
 21 I'm getting to a point here.
 22 Q Okay.
 23 A That is when I called Joseph and Jason were both
 24 on the line and that is when I had the conversation with
 25 Joseph, I said did you tell Jason that I was involved?

Page 124

1 Joseph denied all of it, said that he never told him any of
 2 those things. That to his knowledge, he was like, no, Keisha
 3 and Jeffrey were not personally involved or any of that
 4 stuff, that my role was that of a paymaster. And that was
 5 the last time that I spoke to Joseph.
 6 Q Okay, same questions for Mr. Fullard and Mr.
 7 Howell, last communication.
 8 A To be honest, those were even before. When I
 9 stopped working with Joseph and Jeffrey, because they were
 10 all a part of that group, I stopped working with them as
 11 well. I think my last conversations with them were well
 12 before that, and it may have just been them calling to say,
 13 hey, we may have another client that's going to come through
 14 the firm or something like that, but it never manifested, but
 15 I can't tell you, you know, an exact date. But that was the
 16 nature of those calls.
 17 Q Any discussions with any of them regarding your
 18 testimony here today?
 19 A No.
 20 Q Any discussion with anybody, investors, people who
 21 turned over money, anybody that we've talked about, have you
 22 discussed with them your testimony here today?
 23 A No.
 24 Q Anybody advise you how to testify today?
 25 A No. Don Raines, as you saw, told me that -- Don

Page 125

1 Raines and Jason both told me that they had heard that this
 2 company was being investigated, but all of that was well
 3 before you guys ever contacted me for my deposition. So I
 4 want to answer the question fully. I have not talked to them
 5 about my testimony, however, I did know that there was an
 6 investigation even before you guys contacted me.
 7 Q Anything you want to add to the record?
 8 A Yes. I think that the main things that are
 9 important for me is, one, I am very methodical in the way
 10 that I do things, which is why for most of these
 11 transactions, you see the same set of documents. At no time
 12 were we partners, at no time did we orchestrate or advise.
 13 We did none of that with regard to Atlanta Capital. The
 14 total extent of our involvement was that as escrow agent and
 15 paymaster, despite -- you know, and this is the thing, I
 16 didn't witness Mr. Smith saying that, I just know what Jason
 17 told me that he had said, which is that --
 18 Q And before you go too far. I didn't witness Mr.
 19 Smith telling me this is what you just said, and I don't know
 20 what the "this" is.
 21 A I did not witness Mr. Smith telling Jason, nor do
 22 I have anything in writing to show that he accused me of
 23 being the mastermind behind it. This is just what Jason
 24 said. But that was also in a conversation where Jason, you
 25 know, all but said you should be doing this and helping us

Page 126

1 from a legal perspective for free because of the fact that
 2 your firm served as the paymaster and escrow agent.
 3 I will say that a lot of the things that Jason
 4 stated that were made -- comments that were made by even
 5 Joseph Carswell, Jason changed his statement when I got Mr.
 6 Carswell on the phone.
 7 He asked me to do the same with Jeffrey Smith.
 8 And I told him, I said I'm more than willing to have the same
 9 conversation with Jeffrey Smith, however, I'm not going to
 10 take on the responsibility to track him down. And he said,
 11 well, why wouldn't you do it? I told him, I said, no, you
 12 need to contact your attorney and I told him, because of the
 13 fact that if in fact what Mr. Colovalla stated and Jeffrey
 14 Smith accusing or trying to blame my firm for all of this, I
 15 didn't want to have any private conversation with him where
 16 he could falsely accuse me or lie to say yeah, well, we had
 17 X, Y, Z conversation. So that's why I told him if we were to
 18 have the conversation with Jeffrey Smith, it had to be an
 19 independent third party and his threats of, you know, we're
 20 going to go and have your company investigated and shut down
 21 and all of that.
 22 I stand behind the fact that we did what we were
 23 engaged to do. We did not break any laws, we did not do
 24 anything to defraud anyone. We served in the capacity that
 25 we were engaged.

Page 128

1 you to have those. You may have come across them in your
 2 investigation, you may not have. But I'm sending two copies
 3 home with you.
 4 THE WITNESS: Okay.
 5 MR. DIXON: And with that, we are off the record
 6 at 2:45.
 7 (Whereupon, the interview was concluded at
 8 2:45 p.m.)
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Page 127

1 MR. DIXON: Okay. I'm going to mark two more
 2 exhibits and these I am actually going to mark as exhibits
 3 and then I'm going to give you copies also.
 4 THE WITNESS: Okay.
 5 MR. DIXON: I believe, Peggy, 33 is where we're
 6 starting, but I'm going to trust you.
 7 THE REPORTER: Yes, 33.
 8 (SEC Exhibits 33 and 34 were
 9 marked for identification.)
 10 MR. DIXON: I'm going to show you what are marked
 11 as Exhibits 33 and 34. Those are official exhibits, you're
 12 welcome to look at those. I'm going to give you these two
 13 copies to take with you.
 14 THE WITNESS: Okay.
 15 MR. DIXON: And let me tell you what those are
 16 since they are not documents that came from your file.
 17 Those are documents, one is issued by the Federal
 18 Reserve Bank, the other is issued by the SEC. They are
 19 alerts. There are some handwritten stars by particular
 20 paragraphs. I will represent that I put those there. They
 21 actually refer to -- the alerts refer to certain forms of
 22 fraud and certain scams. Where I put a star is an indication
 23 that I saw similar phrases or similar goings on in some of
 24 the documents in your account, in the deal that was being
 25 presented to the providers of the funds. And I just saw a red

Page 129

1 U.S. SECURITIES AND EXCHANGE COMMISSION
 2 REPORTER'S CERTIFICATE
 3
 4 I, Peggy J. Warren, reporter, hereby certify that the
 5 foregoing transcript, consisting of 127 pages is a complete,
 6 true and accurate transcript of the testimony indicated, held
 7 on August 25, 2015 at Atlanta, Georgia
 8 In the Matter of: Atlantis Capital, LLC, A-03649-A
 9 I further certify that this proceeding was recorded by
 10 me, and that the foregoing transcript has been prepared under
 11 my direction.
 12
 13 Date: September 9, 2015
 14
 15 _____
 16 Official Reporter
 17
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 20
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A	37:5 51:8 66:16 71:9 74:15,21 94:25 125:14 126:2 agent/paymaster 22:16 agree 67:10 agreed 10:5 67:9 99:1 112:15,17 agreement 3:15,25 4:9,11,12 37:15 38:6 54:22 55:1,7 55:12,13,23 56:8 56:9 71:10 72:3 72:19,20 73:3,6,7 75:14 83:22 89:3 94:10,15 98:16,19 103:4,10,24 104:7 105:13 109:2,6 110:24 112:15 115:4,6 117:1 118:6 119:11 120:1,3,10 agreements 23:9,13 23:18,23 24:3 48:6 76:24 100:16 100:23 117:2,10 ahead 14:5,19 21:21,22,22 29:11 32:11 27:12 28:23 78:3 94:2 107:17 alert 4:14,15 84:3 alerted 83:18 84:22 alerts 127:19,21 allow 12:2,5 19:11 27:25 28:3 102:21 allowed 73:18 92:14 alternate 14:9 Amendment 8:16 8:19 amiss 80:14 amount 27:1 32:12 34:18 40:15,18,23 41:15 50:13 68:23 72:15 80:2 86:23 89:1 98:23,24 99:18 101:2 112:12,13,18 117:3 amounts 87:112 106:10 109:11 Angelo 22:2 answer 8:18 12:5,8 19:5,11 22:24 28:6 29:13 31:12 45:3 59:13 69:5	69:25 90:13 110:18 125:4 answered 31:8 answering 28:17 58:13 67:15 74:12 Anthony 21:23 32:18 anybody 124:20,21 124:24 apart 73:5 apologize 80:25 111:9 APPEARANCES 2:1 appeared 5:12 appearing 2:10 appears 96:23,24 97:2 99:13,16 appointment 77:18 appreciate 87:5 121:2 approximate 22:18 April 41:16 56:14 56:17 111:10,14 area 50:4 argument 104:6 arm 16:3 aside 103:18 122:9 asked 10:3 22:16 25:20,22 53:7 57:2,6,7 58:4,24 61:3,7,22 64:17 67:1,8 69:7 81:24 82:10 90:21 113 121:9,14 126:7 asking 5:3 6:14 12:5 48:6 49:17 53:16 66:2,4 68:1 68:18 87:6 89:19 89:23 91:15 93:17 114:8 aspect 22:10 27:1 89:25 assert 8:20 asserted 10:21 assist 46:5 48:9 assistant 88:6 assisting 6:3 associated 6:16 Associates 15:11,13 15:22 36:19 41:21 assume 92:22 96:12 assuming 100:4 astronomical 50:13 Atlanta 1:11 2:4,6 13:11,16 94:18	114:25 116:20 118:7 119:12 125:13 129:7 Atlantis 1:4 3:14 7:1 26:23 27:18 27:21 29:5 54:10 129:8 attached 81:8 attachment 110:19 attend 52:15 attention 123:16 attest 90:5 attorney 2:3,10 8:8 8:11,13 16:5 53:18 74:8,23 75:11 93:21,21 116:5 123:10 126:12 attorneys 16:4 93:22 aug 1:13 August 5:3,3 11:12 28:14 79:3 129:7 authority 16:17 27:4 authorization 70:18 authorize 24:16 84:4 authorized 24:18 Aviation 62:13 aware 32:5 43:16 48:21,23 49:1,5 50:14,14 90:11 awhile 17:22 60:11 awkward 25:14 a-l-l-a 17:14 A-03649-A 1:4 129:8 A-3649 7:22 A.J 22:2 a.m 1:162	91:25 97:17 102:5 102:17 108:7 114:15 121:23 122:8 backend 45:122 background 15:1 21:9 26:8 39:3 74:2,23 114:1 bad 92:9 93:25 123:12 bank 44:14 45:15 46:14 48:3,19 49:9 50:7 67:6 98:3,7 116:9 127:18 banking 29:6 50:8 74:9 banks 48:24 98:10 bar 16:6 74:24 75:11 77:8 Barchini 22:2 barrier 107:6 Bartlett 41:21 based 20:4 25:2 43:9,11 55:18 61:6 basement 77:7 basic 73:21 74:6 82:7 basically 15:2 55:17 basics 74:11 basis 47:17 began 15:11 19:1 50:19,22 60:12,13 72:24 74:20 beginning 107:12 110:12 begins 89:6 119:16 behalf 2:2 61:21 62:6 believe 17:12 20:23 28:16 36:19 43:2 61:6 62:12 98:18 102:5,8,15 106:19 107:4 111:1 116:25 127:5 Bell 21:23 belonged 42:1 benefit 96:1 Benjamin 22:3 better 50:11 78:17 beyond 67:11 93:14 122:3 Bill 5:23 billing 62:17 63:16 112:20
		B		
		B 55:4,5 Babicheva 24:13 27:15 36:8 110:15 112:16 bachelor's 15:6 back 13:15,15 24:17 25:16 26:12 28:12,13 31:4 42:19,20 51:17 64:25 65:1 67:8 67:25 75:22 77:4 78:1,13,18 79:2 80:8 86:3 89:14		

<p>conclusion 6:8 conference 66:2,4 66:12,13 67:5 confidentiality 92:14 confirm 60:11 confirmation 30:7,8 30:9,24 38:21 40:2,3 confirmed 27:23 30:14,15 39:18 82:20 confuse 58:15 confusing 95:15 connection 87:13 consider 71:12 74:4 102:1 considered 82:19 consisting 129:5 constantly 100:20 consulting 37:16,20 45:22 46:5,10,22 47:9,14 51:2 68:15 72:6 109:10 113:18 contact 19:1,4 33:21 34:2,20 40:16 80:14 106:24 107:9,9 126:12 contacted 79:24,25 80:19 91:5,11,142 92:1,4 107:10,122 108:17 113:24,25 114:5,8 125:3,6 contacting 93:16 114:1 continue 92:10 contract 26:24 contracts 48:4 contrary 93:20 conversation 49:7 57:8,9 59:8,23 89:15,23 107:7,14 107:24 114:13 122:20 123:7,24 125:24 126:9,15 126:17,18 conversations 43:9 43:11 48:7 49:3,5 60:4 65:1,2 66:15 66:21 67:18,21 68:4,9,11 69:2,6 69:16,16 79:5,18 80:5,6,12 107:22 124:11</p>	<p>conveyed 46:16,19 70:1 87:4 copies 11:21 127:3 127:13 128:2 copy 7:16,18,19,20 8:3 95:11 104:13 121:1 core 59:6 corporate 16:2 61:16 Corporation 29:3 35:20 63:25 correct 10:7,18,23 11:17 15:23 20:15 22:6 23:21,21 29:18 32:23 34:6 35:24 37:22 41:11 41:23 44:1 55:16 55:21 56:1,18 58:1 65:24 68:15 72:15 82:16 83:10 83:11 93:11 94:4 96:18 99:16 100:25 111:22,23 112:1 114:14,16 115:17 117:5,22 corrected 89:11 correctly 11:10 20:16 44:12 101:14,15 106:18 108:5 111:5 corresponded 84:20 correspondence 64:5,6 80:18 89:6 91:14,16,24 counsel 7:3 9:5,6,8 44:24 count 36:10 couple 38:23 48:11 77:6 85:22 97:18 102:6 course 75:1 91:3 court 11:25 12:10 12:17 17:12 22:4 cover 11:11 72:16 121:22 covered 77:2 121:22 create 75:18 credit 44:14 45:15 46:1,14 48:3,19 49:9 67:6 71:1 94:18 credit/bank 117:6 criminal 6:9 8:25</p>	<p>9:1 cued 81:9 Cunnion 2:8 6:2 curious 112:2 current 13:10,20 cursory 39:4,8 Curtis 17:25 18:2,5 20:20 52:2,3 54:11 59:20 CUSIP 67:9 CUSIPs 63:13 C-o-l-v 17:132</p> <hr/> <p style="text-align: center;">D</p> <p>D 5:1 dare 92:5 date 1:13 11:8 16:23,24 19:11 30:11,23 31:16 32:12 40:5,13 42:15 56:8 57:16 59:15 64:11,12 65:8 92:23 93:3 124:15 129:13 dated 56:14 83:15 111:10 dates 10:3,4,5 19:8 David 22:2 114:25 day 18:19 28:13 45:15 69:2 98:13 111:21 122:9 days 38:24 deal 18:18 23:10,18 24:8,12 25:11 36:21,22 40:21 41:14 50:24 53:8 53:9,11 55:22,24 55:25 58:23 64:10 67:1,4,22 69:18 70:10,21 71:7 73:2 80:1 90:23 93:8 97:1 100:24 102:1,3 111:25 112:5,15 115:21 115:22 116:24 117:18 18:8,17 118:17,25 19:18 120:22 121:6 127:24 dealings 32:24 58:5 58:6,16,16,17,22 114:12 deals 18:21 21:13 21:15 22:17,18 23:5 24:1,4,5,19 27:2 32:3 33:10</p>	<p>40:25 41:10 58:9 59:2 73:1 76:1 79:24 100:16 118:16 dealt 32:8 50:25 89:20 debt 15:20 December 34:14 40:18 83:14,14,15 96:8 decide 9:6 decisions 26:24 deduce 83:8 deduct 112:13 deducted 72:7 112:62 deep 123:10 defendant 16:19 definitely 27:21 52:17 63:5 103:25 definitively 19:6 definitiveness 49:4 defraud 126:24 degree 15:6,8 degrees 15:2 delay 102:21 delivered 65:4 delve 91:22 delving 50:18 denied 85:1 124:1 denominated 7:1 depending 38:22 47:21 69:18 deposition 125:3 describe 26:18,20 described 55:22 DESCRIPTION 3:5 4:1 designated 26:23 38:16 39:2 designees 94:19 despite 125:15 determine 6:5,12 82:11 94:12 determined 83:13 86:16,25 87:3 89:1 determining 88:14 88:17 developed 6:7 Diana 4:8 116:22 different 22:15 35:22 73:3 80:16 96:24 difficult 12:10 diligence 60:6,17,19</p>	<p>60:21 61:4,5,7,8 61:12,20,24 62:6 62:8,14,16 63:9 63:17,17 114:2 Dionne 22:1 direction 19:4 129:11 directives 27:5,6 directly 57:6 70:1 disburse 74:7,11 disbursed 26:25 37:20 70:19 88:10 90:23 94:12 99:24 101:10,13 106:3 disbursement 3:19 3:23 4:2,5,7 34:25 36:11 37:9,23 86:8,12 88:8,21 88:13 90:24 96:17 99:12,14,19 101:18 103:23 105:25 109:7 113:9 115:15,22 120:24,25 disbursements 88:2 disclosed 25:23 discount 109:4 discussed 53:9 70:24 109:8 124:22 discussing 96:11 108:2 discussion 59:19 62:21 69:11 111:2 122:9,15 124:20 discussions 28:21 48:14,18 65:19 116:2 119:24 120:20 122:12 124:17 disparage 102:12 distinction 37:4,11 100:1 DIVERSIFIED 1:24 divided 40:23 Dixon 2:3 5:2,15,23 7:22 8:1 9:12,16 10:8,12,24 11:3 19:14,18 28:10,12 28:15 29:25 30:4 34:5,11 39:19,22 53:22 54:1 76:25 77:6,14,17,20,23 78:6,8,12,17,20 78:23 79:2,8</p>
---	--	--	---	--

80:24 81:5,24 82:4,22 83:2,17 85:4,9,11,16 94:2 94:6,9 95:3,8 99:2 99:5 104:16,19 105:1,4,8,19,23 106:8 109:13,17 110:3,7 112:21,25 113:3,5 114:17,22 115:8,13 116:12 116:17 117:8,13 117:15,17,20,22 117:24 118:2,12 118:19 119:7,15 119:17 120:3,7 121:17,20 122:2,6 122:8,14 127:1,5 127:10,15 128:5 doc 72:11 doctorate 15:8 document 8:24 9:5 9:21,23 10:13,21 11:7 20:6 54:17 55:18 72:17,18,21 75:16,18 80:24 81:11 109:13 113:14,18 117:8 documents 6:15 9:24 10:6,19,20 10:22 11:9,12,16 38:5 44:12 54:18 54:22,23 62:18 75:13 79:21 80:17 95:17 103:6 110:22 113:23 115:1 125:11 127:16,17,24 doing 25:8 26:10,20 40:4 43:18 51:7 73:19 74:2,19,20 100:22 102:21 114:6 123:4 125:25 dollars 49:12,13 Don 113:22,24 124:25,25 door 27:6 draft 54:12 75:17 75:18 drafted 54:19,21 56:8,10 111:6 drafting 72:3 100:22,23 draw 111:3 drawing 39:5 drawn 110:24	Drive 13:11 driver's 38:10 drop 88:7 due 60:6,17,19,21 61:4,5,7,8,11,20 61:23 62:6,7,14 62:16 63:9,17,17 114:1 duly 5:12 duplicate 100:3 duties 74:5,10 <hr/> E E 1:10 2:5 3:1 5:1,1 earlier 34:16 90:9 100:15 115:19 earliest 30:11 earn 102:15 earned 106:10,22 Edge 13:11 educational 15:1 effect 63:8,13 effective 16:2 efficient 77:24 eight 24:3 either 23:22 42:1 46:9 54:16,22 61:14,14 62:17 66:22 67:14 68:4 68:9 78:9 93:18 96:1 98:9 118:9 electronic 56:20 elements 109:3 Elizabeth 35:5 40:22 email 3:20,21,22 4:4 14:10,17,24 62:20,24 63:22 64:5,6 65:12 80:18 81:8,14 82:8,20 83:20,24 84:3,20 85:23,25 86:21 91:16 93:3 93:10 96:6 97:2 102:5,11,15,16 104:13 108:16 110:21 111:3 114:4 emailed 91:10 emails 51:14 91:24 92:22,23 113:22 114:7,15 Embassy 36:17 emphasize 6:11 employees 16:7 employment 15:9	ended 24:17 Energy 40:24 81:19 82:9 engage 23:8 87:18 engaged 61:20,25 62:6 73:22 93:23 126:23,25 engaging 100:20 English 107:3,6,8 entail 38:4 entailed 39:10 enter 48:25 Enterprises 29:1 115:19 entertainment 16:1 entire 75:18 entities 6:19,21 35:22 entitled 6:25 entity 6:16,17 16:9 error 94:3 escalator 77:10 escrow 3:15,25 4:9 4:11,12 18:17 22:13,16 23:9,13 23:17,20,23 24:3 26:7 30:20 33:4 37:5,8 45:8 51:8 54:22 55:1,6,23 56:8,9 60:24 70:15 71:9,10,16 72:3,19,20,25 73:3,6,7 74:15,15 74:21 75:14 76:24 83:22 94:10,23 98:19 99:19 100:16 102:4 103:4,24 104:7 105:13 109:2,5,6 110:24 111:22 112:14 114:6 115:4 116:25 117:2,10 118:6 119:11 120:1,3,10 125:14 126:2 escrowed 45:10 51:24 escrowing 52:22 74:25 essentially 37:7 47:13 102:7,19 123:1,18 estate 16:2 21:15 22:13,14,15 33:5 36:22,25 42:20 74:2,22,22 75:2	75:10 113:16 116:9 estimate 22:22 et 21:8 23:9 25:5,22 37:2 38:17 57:13 60:11 65:4 67:12 67:16 69:20 76:11 92:13 102:18 107:13,15 123:6 ethics 75:4 Europe 98:11 European 98:3,7 evenly 40:22 event 92:4 eventually 82:15 92:15 101:8 everybody 85:1,2 everything's 97:22 evidence 9:2 10:16 evidenced 51:14 exact 16:23,24 56:8 87:19 124:15 exactly 70:16 87:5 EXAMINATION 3:2 5:14 examined 5:13 excess 21:11 Exchange 1:1 9 2:2 6:5,20 16:13 33:4 36:22 46:25 129:1 Excuse 99:10 executed 103:4,9,14 104:8,11 117:11 117:12 120:1 exhibit 7:23,24 8:2 9:13,14,18 10:9 10:10,25 11:1,10 11:16 19:15,16,20 30:1,2,5,23 39:19 39:20,23 41:22 42:8,10 53:22,24 54:3,5,6,8,24 55:20,25 81:1,3 81:22,25 82:2,11 82:23,25 85:5,7 85:12,14,17 86:3 92:16,19 93:1 95:4,6,14,19 97:20,20,22,23 99:2,3,6,17 104:22,24 105:5,5 105:6,11,20,21 108:23 109:14,15 110:3,5 112:22,222 112:23 113:62 114:18,20 115:92	115:11 116:13,15 117:24,25 118:3 118:12,13 119:7,9 119:20 120:4,5,8 120:12,13,16 exhibits 3:5 4:1 38:2 97:17,18 127:2,2,8,11,11 exorbitant 102:13 expecting 80:3 experience 59:14,16 59:18 75:10 89:16 expertise 53:20 explain 23:22 explained 97:7 explaining 44:22 45:4 85:24 explanation 45:5 extensive 21:20 extensively 25:4 extent 26:22 55:22 87:17 93:21 109:19 125:14 Ezekiel 21:24 <hr/> F face-to-face 18:8 20:18 39:14 51:22 66:23 facilitate 45:1 92:13 fact 6:13,18 20:17 24:13 46:16,19 64:18 68:21 69:8 70:14 74:21 87:9 89:9 102:12 123:2 126:1,13,13,22 facts 6:7 fair 14:21 34:21 92:21 117:23 122:5 fake 86:1 96:11 false 9:2 falsely 126:16 familiar 27:23 41:24 66:19 97:21 far 29:14 31:20 47:19 51:9 56:8 68:15 70:1 87:19 92:7 103:17 109:8 125:18 fashion 87:24 fax 14:8 federal 4:14 6:6,9 8:15,25 9:1 127:17 fee 38:7 47:10 60:21
---	---	---	---	---

72:14,17,19 73:5 89:3 100:10 109:4 109:5 112:4,5,7 112:10,11 feel 22:21 91:19 fees 45:9,24 46:8,10 47:14 72:7,11,11 72:25 76:7,23 100:13,17 102:4 102:13,15 108:25 109:9,10 fee-earning 72:6 felt 25:13 65:9 102:24 Ferme 4:9 118:7 Ferry 1:10 2:5 Fifth 8:16,16,19 figure 104:19 file 1:4 54:14 127:16 files 65:9 Financial 16:16 find 8:19 61:23 62:24 82:14 95:11 95:18 113:14 fine 28:5,9 29:23 35:12 63:5 104:3 finish 77:23,24 finished 58:13 FINRA 16:16 firm 15:12,13,22,24 18:17 26:6,10,20 26:22 31:9 47:19 53:14 58:8,9 66:17 76:3,19 87:18 88:10 90:5 102:10,13,14,18 104:13 114:2 119:6 124:14 126:2,14 firm's 102:12 112:19 first 5:12 11:8 17:19 18:7 20:25 22:12 24:8 30:9 31:4 32:6 33:25 51:11 64:7 77:11 76:13 79:25 85:11 92:25 93:5 95:22 97:25 98:2 99:17 101:3,4,18 five 13:15,19 14:11 38:5 63:17 68:24 fixed 64:24 flags 38:18,20 39:6 flat 63:20	flexibility 78:15 flip 99:13 110:19 floating 96:5 fluent 107:8 fluently 107:6 focus 39:9 53:13,21 96:10 folder 103:16,18 follow 12:22 36:12 followed 25:11 47:18 88:24 follows 5:13 32:1 forefront 24:9,20 25:21 50:21 foregoing 129:5,10 forgive 87:24 form 3:6 8:3 20:2 62:17 86:1 89:10 Formal 7:10 forms 127:21 forth 86:24 91:25 114:15 forward 8:23 111:25 115:7 found 26:2 54:17 55:15 62:18,18,19 62:21 63:24 110:18 four 24:6 49:2 73:3 fourth 95:22 four-year 75:24 frame 108:9 fraud 127:22 fraudulent 85:1 free 123:4 126:1 front 7:15 24:25 29:13 67:24 frustration 97:9 full 92:7 103:4 112:18 Fullard 22:1 35:5 39:13,14,15 40:3 40:5,15,22,25 41:10 43:13,25 44:3,8 47:24 48:15 57:4 59:5 64:9 65:23 66:1,5 66:22 68:5 70:8 76:2 79:11 96:12 96:13,25 102:9 124:6 fully 103:9 120:1 125:4 fund 23:24 73:7 86:8 105:25 115:15	Funding 35:19 36:1 120:10,18 funds 3:19 24:14 25:13 26:25 32:3 32:7,16 36:9 51:23 53:2 67:3 68:6 69:12 70:18 70:19,24 71:18 74:7,11,25 75:5 80:2,13,15,22,23 84:4,9,13 89:12 94:12,14 96:2,16 96:17,25 97:8,13 101:10 107:13 108:10 113:10 127:25 further 94:18 129:9	127:3,12 given 12:21 60:8 109:3 112:202 gives 27:5 giving 24:25 106:10 122:10 glaring 39:6 glossed 44:25 go 8:23 12:16 13:14 13:15 14:5,19 20:14 21:21,22,22 25:1 27:6 28:3,6,7 28:12 29:11,12 32:11 33:12 35:10 37:12 42:19 46:18 62:23 67:8 71:15 73:15 75:22 76:25 78:3 80:8,22 86:3 89:14 90:6 94:2 96:2,16,17 97:17 97:22,23 107:17 108:4,6 111:25 122:3 125:18 126:20 goes 68:25 69:3,4 100:22 115:18 going 5:18 7:8,22 8:11 29:17 10:8,24 12:4 14:6 19:19 22:4 24:1,2 26:8 26:12 28:3 31:3 31:25 33:7 43:18 44:19 46:20 48:11 50:19,22 51:10,18 53:22 54:2 56:10 58:11,17 64:18,20 65:11 66:6 68:1 68:12 70:21 73:10 76:18 77:10 78:8 82:22 84:10 85:12 87:25 89:14 91:12 93:17 95:3 96:15 96:25 97:22 98:9 104:21 107:19 112:17 114:17 115:8 116:12 124:13 126:9,20 127:1,2,3,6,10,12 goings 127:23 Gomez 22:1 34:8 good 77:8,8 93:1 Google 39:4 Gotcha 110:23 governed 74:24 government 8:15 grab 28:3	graduated 15:2,4,5 15:7 grateful 84:8 great 29:17 103:12 grounds 8:18 group 15:12 42:5,6 74:19,20 86:10 95:25 96:1 111:20 114:12 124:10 groups 38:17 108:5 Group's 55:1 guarantee 44:14 117:6 guarantees 45:15 46:15 48:3,20 49:10 50:7 67:6 116:10 guess 25:17 44:20 46:1 60:5 72:4 87:17 91:13,25 guidance 19:3 guiding 24:21 guilt 123:4 guys 19:8 26:5 48:5 60:10 64:23 67:24 80:20 84:3,22 91:11 125:3,6 G-a-i-d-e 34:162 115:162
G				
G 5:1 GA 2:6 Gabriel 34:16 115:15 Gaide 4:7 34:16 115:15 116:3 gear 71:22 general 38:1 49:18 49:23,24 72:2 73:11 74:4,13 76:9 87:20,24 98:8,15 100:7 104:16 107:14 generally 26:15 31:19 37:12 50:2 72:21 90:13 generated 76:1 gentleman 17:23 31:23 34:15 52:5 gentlemen 58:23 Georgia 1:11 23:17 16:11 129:7 getting 14:6 41:22 46:6 75:9 103:11 123:21 Gilliam 4:5 32:13 32:22,23 37:14 113:11,12 Gingcobb 21:25 Giovanna 116:21 117:13 gist 93:19 94:1 give 5:7 7:19 9:7 12:8 20:4 21:9,19 21:20 22:23 24:15 35:13 76:13 88:6 93:7 121:20,21				
H				
half 77:15 112:7,8 112:11,20 hand 5:5 handle 47:2 60:5 67:24 90:5 handled 64:14 65:16 84:16 handling 52:21 84:17 handwritten 127:19 hang 103:22 happen 46:6 47:15 happened 23:21 26:2 59:23 84:19 91:3 92:6,7 104:19,20 115:3 happening 26:21 51:12 happens 89:12 hard 17:10 56:19 122:2 harder 112:25 Harold 21:23 32:18 head 12:9,9 27:24 heading 77:9				

hear 37:6 50:19 90:25 108:19 heard 18:12,14 68:18 84:13 125:2 hearing 51:10 68:2 68:13 69:22 held 11:16 23:6 44:4 129:6 help 28:6 79:21 82:11 helpful 17:4 helping 125:25 helps 42:8 hey 25:16 26:4 31:25 50:22 61:23 64:19 65:5 66:15 79:25 80:19 84:21 91:10 102:17 107:15 108:17 114:5 124:13 hiccups 64:22 high 15:2 38:22 50:3 highest 76:20 Hispanic 107:5 history 15:9 90:21 his/her/its 94:19 hold 22:13 33:7 34:3 62:12 77:15 109:23 home 13:10,22,23 128:3 honest 16:24 17:2 21:7 44:23 45:7 45:12,17 49:1 64:11 68:22 78:2 83:17 124:8 honestly 18:10 21:12 27:19 29:20 30:17 41:2 50:18 67:7 84:1 116:11 hope 50:12 hopefully 73:11 hour 12:12,12 77:1 hourly 112:20 hours 63:17 77:15 78:5 112:20 Howell 42:2,4,17,20 42:23,25 43:15,21 43:25 44:4,9 46:9 47:24 48:15 57:4 59:5 65:23 66:1,5 66:22 68:5 70:9 76:1 79:11 124:7 Huh 35:8 huh-uh 12:9	hundreds 49:12 hurry 115:6 husband's 13:8 Hutchison 15:4 <hr/> I <hr/> idea 43:15 87:10 96:24 98:3 101:22 113:13 115:2 116:8,11,24 identical 95:17 identification 7:25 9:15 10:11 11:2 19:17 30:3 38:9 39:21 22:11 53:25 54:7 81:4 82:3 83:1 85:8,15 92:20 95:7 99:4 104:25 105:7,22 109:16 110:6 112:24 114:21 115:12 116:16 118:1,14 119:10 120:6,14 127:9 identified 3:5 4:1 29:17 identify 120:15 identifying 11:15 ill 90:11 imagining 122:2 immigration 16:3 important 12:1,7 12:15 125:9 incentive 96:16 incident 64:20 92:11 include 23:12 76:23 106:14 inclusive 72:11 incorporated 98:18 incorrect 22:24 83:10 incrementally 47:17 independent 37:24 43:12 126:19 independently 43:10 indicated 92:23 129:6 indicating 82:11 indication 6:20 60:18 79:10 115:22 127:22 indicators 81:16 individual 6:16	42:1 86:25 individuals 6:21 32:17 industry 16:17 37:4 48:22 50:6 51:10 70:5 info 95:25 96:4 inform 57:14,25 59:12 information 3:17 28:25 29:6 38:11 55:11 59:7 60:8 62:21 63:6 73:21 80:3,17 82:6,7,7 88:6,20 informed 51:16 58:25 84:12 123:8 123:11 informs 94:11 initial 46:4 initiated 109:24 inquire 43:19 instance 68:3 86:12 instruct 12:18 20:13 instructed 12:17 96:20,21 97:12 instruction 12:21 instructions 4:3 24:14 25:1 47:18 47:20 69:8 70:16 70:19 71:14,23 86:20 88:25 94:13 94:23,24,25 101:14 111:24 instructs 19:2 instrument 47:10 68:19 69:19,23 117:4 instruments 46:14 47:25 48:1,2,16 48:19 63:14 64:8 67:14 69:10,12 70:3,25 71:4 intent 65:10 intentionally 9:2 interaction 32:16 121:13 interest 87:25 interested 117:20 intern 2:8 6:1 internet 62:22 interpret 68:12 96:11 101:1 interpreting 117:5 interrupt 80:25	interview 1:16 128:7 introduced 17:21 18:17 61:2 introducing 45:25 introductory 66:15 invalid 83:9,16 investigate 62:9 investigated 125:2 126:20 investigation 6:3,4 6:7,11 7:11 49:8 49:15,24 125:6 128:2 investigative 1:16 investor 68:5,23 69:6 70:2 72:5 investors 22:15 32:3 45:19 65:20 68:3 70:13 124:20 involve 57:14 involved 22:20 24:5 29:14 32:6 33:16 33:20,22 34:1,13 34:22 35:7,9 39:17 40:11 41:1 42:14,17 43:1 44:11,13,23 47:2 48:8 51:6 58:23 60:22 62:8,10 63:10,14 64:9 66:14 70:7 79:17 89:25 96:25 105:17 11:4 116:9 123:25 124:3 involvement 27:1 94:1 125:14 involving 18:21 27:13,14,14 36:21 41:10 52:16 57:20 57:21 65:25 67:6 70:8 76:1 113:22 ISN 67:9 isolated 64:20 22:11 issue 80:20,22 104:6 issued 26:5 65:11 127:17,18 issues 38:18 50:25 51:1 57:13 108:14 issuing 38:20 <hr/> J <hr/> J 129:4 James 35:15 36:6	119:23 120:11,182 January 31:17 32:14 75:23 93:4 Jason 61:14,16,17 122:23 123:23,25 125:1,16,21,23,24 126:3,5 Jay 17:6 26:3 52:11 Jeff 43:20,24 Jeffrey 16:22 20:3 21:25 22:19,25 34:1,8,19 35:4,20 40:21 42:5 44:3,8 50:20 52:4 56:14 58:5,6,16 61:1,21 79:10 86:18 87:2 87:4 91:10 101:12 104:14 118:11 124:3,9 126:7,9 126:13,18 Jerry 21:23 job 60:5 74:16,18 jobs 43:6,15 Jody 24:9,18 25:2,2 27:14 34:4 51:11 57:16 59:3 66:12 84:3 John 116:6 Johnson 21:24 Jose 105:14 106:1 Joseph 16:24 17:21 18:16,16,25 19:4 20:11 21:23 22:24 23:1 25:4 29:9 34:1,8,18 35:5 36:18 39:15 40:21 42:5 43:20,24 44:3,9 50:20 52:4 52:25 58:8,9 61:1 61:21 64:17 79:11 84:24 91:10 105:13 118:21 123:17,19,23,25 124:1,5,9 126:5 jotted 21:21 July 33:10,25 35:14 June 42:12,15 juris 15:8 <hr/> K <hr/> K 17:8,19,20 25:21 52:4 57:7,10,12 60:4,8,24 65:1,5 keep 7:8,16 11:22 62:16 68:1 73:18 107:23
--	--	---	--	---

Keisha 1:6 2:10 3:3 5:11,17 66:16 123:9 124:2 kicks 71:22 kind 21:9 24:20 25:4 39:3,9 44:19 44:25 50:21 60:6 84:23 97:11 102:20 123:3 kinds 71:22 Kingdom 36:17 Kirby 22:2 knew 68:15 83:18 102:14 knocked 78:3 know 12:4,4,14,16 18:7 19:6,7 20:7 21:8,16 22:20,25 24:13 25:8,11,19 25:25 26:21 27:18 30:7,12,18 31:13 31:23,24 32:14,21 34:22 36:23 37:17 38:22 39:8 41:4 41:18 43:9,20 44:2,5,18,19 46:3 46:24,24,25 47:1 47:3,8 49:3,4 50:5 50:11,23,25 51:3 51:5,7 52:18 53:16,17 56:5,9,9 57:1,7 58:4,5 60:24,25,25 62:1 64:17,19,21,21 65:2,4 66:17 69:14,17,25,25 70:3,22 72:12 73:20,22,23 74:3 74:9 75:17,17,19 78:15 80:3,5 81:7 83:17,22 84:24 85:1,2 86:19 87:3 87:16,18 90:3,3,3 91:11,17,21,23 92:1,4,5,6,8 93:19 93:24 97:3,10 98:5,6,25 102:6,8 102:17,18 103:8 103:20 107:4,13 108:3,8,9,12,15 108:20 109:10,19 109:22 111:8,13 112:9 113:15 115:5,6 119:22 120:1 121:11 123:3,6,9,9,14,19	124:15 125:5,15 125:16,19,25 126:19 knowingly 9:2 knowledge 25:24 27:17 43:5,12 53:20 70:4 85:2 88:9 124:2 knowledgeable 26:9 known 50:16 84:20 Knox 29:3 35:20,25 krperry@theperr... 14:25 krperry13@aol.c... 14:14 KYC 74:3 Kyle 2:8 6:2 K-e-i-s-h-a 5:191 k-n-o-w 31:14 <hr/> L language 55:14 107:5 lapse 49:2 laptop 22:21 largely 121:18 larger 23:17 lashed 97:10,14 lasted 93:13 Lastly 12:15 law 15:7,12,13,19 15:24,25 16:1,2 22:13 55:1 74:19 74:20 86:10 95:25 96:1 114:11 laws 6:6,8,8,9,9,9 6:12,18,22 126:23 lead 6:7 27:12 32:4 33:14,18,20 40:16 118:10 leading 87:25 learn 50:2,22 64:7 64:13 learned 50:3 64:12 64:15 93:7 learning 79:9 lease 98:16 leave 7:15 95:16 leaves 111:21 Lee 116:6 left 108:7,17,18 legal 61:25 100:22 123:4 126:1 legitimacy 50:10 63:13	lend 48:24 lending 48:24 length 59:14,17 letter 3:14,24 4:6,8 4:13 7:19 11:11 17:20 26:5 30:7,8 30:24 38:21 40:3 44:13 46:1 54:10 55:13,14 68:8,17 69:14,18 71:1 98:24 105:3 114:24 116:19 117:6 118:21 120:17 122:18 letters 30:10 45:15 46:14 48:2,19 49:9 67:6 let's 13:14,15 23:14 23:16 28:12 29:9 29:24 51:19 54:8 68:22 71:6 73:12 73:15 75:22 76:25 76:25 78:10 86:3 97:20,23 121:17 123:17 level 53:20,20 74:6 liability 16:10 license 38:10 44:4 lie 126:16 limited 16:10 40:24 82:9 111:20 120:2 line 14:8,9 99:18 100:10 123:24 lines 14:4 Lisa 21:25 list 21:20 38:16,25 39:2,9 listed 69:13 70:17 109:10 listen 92:2 little 21:9 51:19 78:15,20 121:22 lived 13:12 LLC 1:4 7:1 32:23 129:8 located 15:17 98:10 log 3:8,19,23 4:2,5 4:7 10:16 11:14 29:13 37:23 86:8 90:24 96:17 99:12 101:18 103:24 105:25 109:7 113:9 115:15,22 120:24,25 logs 19:7,10 34:25 88:2,8,11,13	99:14 long 13:6,12,18 15:15 48:22 50:16 53:17,18 58:4,24 59:8,10,11 77:17 89:19 90:22 92:12 longer 26:7 59:1 65:10,12,18 114:2 114:9 121:23 122:18 look 17:2 19:6,10 54:24 55:3,5,9 63:5 64:19 78:14 78:21 92:6,25 95:19 96:17 98:23 99:17,21,24 101:17 108:22 110:10 127:12 looking 22:22 29:25 30:6 31:3 34:25 36:15 40:13 61:22 63:3,4 81:10 101:3 103:23 108:22 looks 56:13,22 Lorraine 21:25 lot 30:21 32:15 39:7 47:14 50:18 51:1 51:9 52:19 66:14 67:20 68:20 74:1 74:7,11,12 77:2 121:13 126:3 lots 44:12 loud 95:22 low 76:20 Ltr 4:10 lunch 73:12 76:25 77:7,15 78:5,18 Luncheon 78:25 <hr/> M mad 102:3 main 36:20 96:10 125:8 maintain 8:15 112:4 major 91:4 Majority 88:5 making 26:24 38:16 manifested 117:2 124:14 March 56:17 Marital 13:4 mark 7:22 9:12 10:25 19:15 30:1 39:19 53:22 82:23	85:12 95:3 99:2 105:5,20 110:3 112:22 115:9 117:24 120:4,12 127:1,2 marked 7:25 8:2 9:15,17 10:9,11 11:2 19:17,19 30:3 39:21,23 42:11 53:25 54:2 54:7 81:4,25 82:3 83:1 85:5,8,15 92:16,20 95:7,13 95:16,19 99:4 104:21,25 105:4,7 105:22 109:16 110:6 112:21,24 114:21 115:12 116:13,16 118:1,3 118:14 119:10 120:6,14 127:9,10 market 50:15 marketing 37:16,21 113:18 marking 81:1 113:6 114:17 Married 13:5 mastermind 123:8 125:23 match 84:1 math 101:17 matter 1:3,15 7:1 16:20 28:21 33:5 79:6 97:22 129:8 McConkey 24:10 24:18 25:2,3,10 25:12,15 27:14 51:11,14,16 57:16 57:17 59:3,21 64:20 66:13 79:9 79:15,19,22 80:6 80:9,13,19 81:15 82:21 89:6,15 90:17,25 91:11,14 92:4 93:8 96:6,24 97:4,15 103:1,5 McConkey's 34:4 57:24 90:8 92:8 mean 14:4 32:22 50:16 57:18 58:6 59:4,16,18 66:12 68:7 70:14 72:7 75:1 84:19 87:17 98:5 119:25 121:11 meaning 27:9 37:19
---	--	---	---	--

<p>43:20 44:2 49:9 55:19 76:7 83:20 117:13 means 23:19 68:12 77:9,25 98:4 mediate 93:25 mediator 97:8 medications 13:1 meet 16:22 18:18 20:18 29:19 30:16 39:13 42:2,3 44:18 52:21 53:1 53:12 77:4 meeting 18:8 20:18 21:1,1 44:18 51:22 52:13,16 53:9,11,12,19,21 56:2,10,16,17,23 56:24 57:7,9 59:9 59:19,20,22 60:1 60:3,9,16 62:4 63:9,12 65:22 66:9,23 67:4 119:23 meetings 52:18 memory 13:2 68:13 121:8 Memphis 15:5 mentioned 36:21 93:12 96:4 mentioning 102:2, mere 6:18 Merritt 21:24 met 16:23 18:22 20:21 25:19 29:20 30:12,21 39:14 42:23 methodical 125:9 Michael 79:11 middle 5:20 51:6 midway 92:25 Mike 22:1 35:5 39:13,14,14 40:3 40:4,22 41:10 43:13,25 44:3,8,8 95:25 96:1,12,13 102:9 millions 49:13 mind 28:2 32:10 103:2,11 121:20 mine 109:25 minister 43:10 Ministries 36:17 minutes 121:21 missing 100:5 119:20</p>	<p>mistake 101:17 mistaken 27:20 misunderstanding 10:20 mixup 84:23 moment 11:18 84:12 85:21 money 23:19 24:15 24:16,17,19 25:16 27:4,5 31:25 36:21 37:19 38:11 40:14,15 41:4 45:8,19 46:4,13 46:21 47:4,14 49:11 50:13 51:17 52:22 65:20,22 66:1,6,11 68:3,6 68:13,25 69:3,4 70:13 71:17,21,21 73:7,19,20 80:12 82:15 86:12,16 87:8,11 88:10,15 90:18,23 92:3 93:19 96:15 99:24 106:3 107:15,23 108:3,4,7,17 111:21 112:2 123:2 124:21 monies 46:4 47:16 47:18 71:14,15 72:5 80:7 months 13:7,13 morning 77:23,24 93:1 move 78:4 100:8 115:7 moved 80:23 MSB 73:19 multiple 21:17 26:3 54:18 60:4 71:14 80:5 87:23 99:14 100:16</p> <hr/> <p>N</p> <p>N 3:1,1 5:1 name 5:16,19,20,23 13:8 17:19,24 27:20 32:10,13 36:12,18,19,24,25 37:6,7 38:25 40:14 41:7,7 52:6 57:14,16,18,24 81:16 82:8 102:13 106:6 116:5 119:3 119:12 121:12 names 17:11 21:8</p>	<p>21:20 22:2,6,17 36:13 37:2 40:10 41:19 nationals 38:16 39:2 nature 31:24 113:15 116:8 124:16 need 7:20 11:21 12:11,13,20 22:21 58:18 63:3 64:23 64:23 67:24 77:1 78:4,13 94:3 97:3 121:22 122:3 126:12 needed 21:14 93:18 Neither 117:12 never 23:5,19 25:6 39:14 51:17 54:19 67:10 73:7,8 90:10 92:9 104:6 104:7 111:21 124:1,14 new 111:4 nicer 77:11 Nicholas 21:24 nine 84:11 Nodding 12:8 Norbert 21:25 norm 52:23 normal 112:5,11 normally 18:23 27:2 36:24 37:2 38:9 39:4,7 52:17 52:18 67:23 73:5 79:23,24 86:21 87:17 94:22,22,25 98:9 North 6:2 note 37:24,25 notes 36:5 41:3 notice 80:14 noticed 80:15 November 30:14,23 31:10 23:3 NTNs 50:7 number 7:24 9:14 10:10 11:1 19:16 23:17 29:14 30:2 39:20 42:10 53:24 54:6 58:6 81:3 82:2,25 83:23 85:7,14 92:19 95:6 99:3 104:24 105:6,21 109:15 110:5 112:23</p>	<p>114:20 115:11 116:15 217:25 118:13 119:9 120:5,13 numbering 94:3 numbers 13:20 14:3 67:10 76:13 82:8 n-o 31:142</p> <hr/> <p>O</p> <p>O 3:1 25:1 oath 9:3 obtain 46:1 47:10 68:24 83:23,24 obtained 15:3 48:6 obtaining 44:13 obviously 63:3 occasions 25:12 occur 50:6 59:9 105:15 occurred 56:11,23 56:24 60:4 October 20:6 21:4 office 2:4 14:4 17:23 20:20,22 51:23 54:20 56:2 56:17 66:9 67:4 officer 5:24 officers 82:8 official 1127:11 129:16 Oftentimes 67:13 oh 11:5 31:15 41:13 42:20 49:4 51:5 58:13 62:23 67:19 68:18,23 69:17 75:16 77:16 80:7 89:13 91:17,22 95:12 101:3 102:3 103:21 107:18 113:24 123:19 okay 7:5,13,15,17 7:21 8:10,22 9:11 11:18 12:23 13:8 13:20,23 14:8,10 14:17,22 15:4,9 15:17 18:6,14 19:14 20:1,4,12 20:24 23:15 26:12 26:14 28:9,23,24 29:7 30:11,12 31:7 33:10,17,19 34:12,14,17 35:2 35:18 36:2,4 37:10,13 38:1 39:10 40:18 41:12</p>	<p>41:13 42:9,12 44:2,6 46:12 48:11 20:22 25:18 51:19,21 52:4,11 53:4 54:4,17 55:3 55:9 56:5 57:2 58:2,19 60:2,9,14 60:24 63:23 65:19 65:25 66:2,9,21 67:23 68:1 69:8 69:10 72:16,23 73:10,14 74:4 75:13,20 76:6,10 76:11,14,17,22 77:5,13,16 78:7 78:12,19,22 79:15 79:16,20 80:9 81:2,22 82:1,10 82:24 83:8 84:15 85:6,13,18,25 86:3,4,11,22 87:10 88:1,13,17 89:6 90:12,23 91:8 92:16,25 93:3,10 94:16 95:2,5,20 97:19 97:20,24,25 98:12 98:15,21 99:2,7 100:4,9 101:1,3 101:13,17,25 103:1,3,7 104:3,5 104:10,16,18,23 105:17,19 106:2 106:17 107:1 108:1,11,18 109:13,20 110:1,4 110:21 111:7 112:7,10 113:7 114:19 115:10 116:8 117:3,8,16 117:19 118:4,24 119:4,7,8 120:19 120:22 121:3,8,19 122:1,6 123:22 124:6 127:1,4,14 128:4 Olga 24:13,16 27:15 36:8 110:15 112:15,16 omitted 34:15 once 12:12 19:24 27:4 38:19 47:7 47:12,19 58:20 66:17 69:13 70:3 71:21 ones 23:2,11,12,16</p>
--	---	--	--	---

<p>24:24 33:14,15,17 33:18 36:20 98:20 100:2 117:21 operating 75:7 opinion 32:4 33:14 102:20 opportunities 52:20 opportunity 7:11 8:6 9:8 12:3 122:10 options 77:6 orchestrate 125:12 order 7:10 20:13 45:11,25 46:22 47:4,10 49:11,12 63:20 68:16,24 84:8 97:8 ordinary 102:25 organized 16:9,11 original 61:16 originally 51:13 71:20 originated 37:7 84:11 outlined 109:6 outside 23:21 48:9 89:3 100:21 102:25 outstanding 102:10 overseas 61:7 owed 102:202 owing 101:62 owner 97:12 112:162</p> <hr/> <p style="text-align: center;">P</p> <p>P 5:1 Paces 1:10 2:5 packet 19:24 page 92:25 99:17 101:3,4,18 110:11 110:12,19 pages 1:7 129:5 paid 19:8 31:25 34:19 35:6 41:4,4 41:16 45:22,24 46:9,10 47:4,4,7 60:19,21,23 61:11 61:11 62:2,5,7,9 63:19 64:16 68:19 68:25 72:7 76:10 76:24 87:13,21 89:2,5 100:17 101:1,2,8,20 109:9 115:24 paragraph 55:5,9 55:15 83:4 95:23</p>	<p>97:25 98:2 paragraphs 55:3 127:20 part 11:14 38:17 42:4 44:18 59:5,7 65:13 67:19 68:10 68:17 69:15 70:2 70:5 77:1 87:15 88:7 112:19 122:23 124:10 partially 103:13 participating 53:4 particular 127:19 parties 21:17 32:16 34:9 35:6 46:2 47:18 60:22 63:9 71:14 83:24 111:4 partners 35:20 36:1 125:12 party 26:22,24 30:19 39:15 42:4 61:2,6 68:23 69:14,21 70:5,17 70:22 80:16 94:24 126:19 passport 38:9 Paul 21:23 pause 28:1 29:15 33:9 41:8 43:3 94:5 pay 47:10,14 68:23 71:24 72:10 86:23 102:10 120:2 payee 24:9 28:25 38:10 paymaster 3:10,11 3:12,13 18:17,20 18:24 19:10,23,25 20:1,5,10 21:3,12 21:15,19 22:7,19 25:5 26:7 27:9 29:21 30:15,20 31:2,9,19 37:5,8 38:3,6,21 39:16 40:2,2,5,8 42:7,13 51:4 53:18 54:22 57:3 61:25 73:12 73:17 74:5,16 76:3,8 79:13 89:3 93:21,22 100:21 105:17 114:9,10 124:4 125:15 126:2 paymaster/escrow 21:10 66:16 payment 19:2,12</p>	<p>24:24 31:5,21,22 41:3,14 42:18 92:13 102:21 pays 72:2 peak 38:22 Peggy 113:1 127:5 129:4 penalties 9:1,1 Penfeld 22:3 people 8:12 21:11 21:13 30:20 32:3 44:15 47:9 48:22 48:23,25 49:10 50:11,14,21 51:3 51:4 65:20,22 67:13 68:24 73:16 73:23 87:10,18,20 95:24 109:10 124:20 percent 21:13 49:4 72:14,16 75:25 76:7,8,19,21 100:10 110:16 Perez 21:24 perform 89:24 91:25 93:18 performance 57:4 107:20,25 121:9 121:15 performed 65:6 91:5,9,20 performers 90:4 performing 79:12 period 49:14 51:16 60:12,13 75:22,24 periodically 65:5 permission 24:15 Perry 1:6 2:10 3:3 5:9,11,17,23 15:12 55:1 66:16 74:19,20 79:4 86:10 93:2 95:25 96:1 114:11 perrylawgroup@... 14:24 person 27:3,3,5 31:25 32:5,8,11 32:15,21 33:2 40:14,16 53:1 61:17 69:1 86:23 88:18 personal 14:10,12 14:16 36:18 75:20 123:12 personally 48:15 124:3</p>	<p>person's 88:24 106:5 perspective 47:1 53:13 59:1,5 71:16 72:7 93:16 96:19 97:12 126:1 pertinent 98:20 Peters 21:25 phone 13:20 14:3,7 53:5 65:25 66:6,7 66:10,23 68:21 126:6 photo 38:8 phrases 12:9 27:23 picked 12:8 picture 38:8 pile 109:14 Pizza 118:25 Pizzarelli 4:10 118:22 place 1:9 19:13 2 28:13 59:22 68:9 68:10 77:11 play 33:23 84:6 please 5:5,16 8:19 12:16,24 21:22 119:13 PLG 100:13 101:1 101:20 106:11 108:25 pocket 123:10 point 8:11,12,17,24 9:7 14:6 18:25 19:4 21:10 22:4 27:3 32:5,8,11 33:2,21 34:2,20 61:15 65:9,19 89:21 90:12 91:14 97:10 100:20 101:8 108:8,9 112:4 123:21 pointed 9:4,8 portion 44:25 45:1 47:2 71:21 73:8 position 51:6 91:19 possible 18:23 possibly 63:1 potential 102:7 practicing 22:12 prayer 50:12 predated 58:7,17 prefer 8:18 78:3 prep 72:11 preparation 72:17 72:18,25 109:5 prepare 23:9 55:6</p>	<p>71:9,10 73:6 88:3 115:4 prepared 23:12,17 23:23 24:3 72:21 86:9 88:7 100:16 116:25 117:2,10 129:10 preparing 75:9 76:24 presence 44:10 69:2 69:6 present 2:7 59:20 60:15 65:22 66:21 66:22 68:4 presented 10:16 51:13 57:11 127:25 preserve 62:25 presume 23:16,18 41:9 56:16 presumption 87:15 pretty 19:9 30:17 51:1 59:4 63:19 73:15 75:17 79:23 82:6 102:17 103:9 previous 13:14 67:1 primarily 39:8 53:12 74:16 primary 18:25 principal 18:2 principals 18:19 printouts 62:19 prior 18:21 25:24 30:23 31:10,15,17 40:5 43:16,18 57:22 58:22 59:2 79:9 80:16 89:20 101:15 121:9,14 private 126:15 privilege 3:8 8:16 8:21 10:21 11:14 11:16 privy 26:9 67:21 pro 2:10 probably 21:10,12 22:9,23 24:1,2,6 56:11,19,24 63:20 64:5 76:19,21 77:14 78:6 109:23 109:24 120:4 problem 48:13 53:3 58:11 89:10 93:8 102:18 104:7 problems 65:17 79:9 121:5 procedure 7:18</p>
--	---	--	--	--

45:13 procedures 64:14 65:14 proceed 38:20 proceeded 84:23 proceeding 129:9 proceedings 5:24 9:7 process 25:25 38:21 44:22 45:4,6,13 45:16 53:8 93:12 processes 44:19 procure 47:5,7 procured 69:20 procuring 48:2 produced 10:6 11:12 production 3:9 9:23 9:24 11:7 profit 96:3 progresses 90:25 prolonged 51:16 promised 26:5 64:8 pronouncing 17:10 properly 27:8 40:7 Properties 18:3 27:13 41:14,15 42:22 44:17 61:15 99:12,14 protect 73:25 provide 20:13 38:7 38:8,13 63:2 66:6 68:16 104:1 provided 10:17,19 10:20 11:8 18:20 19:3,8 29:6 32:7 40:20 48:5 54:18 55:12,18 69:12 80:4,18 84:1 87:12 88:3,21 91:24 92:22 provider 67:3 68:6 94:14 providers 127:25 providing 9:2 22:7 25:5 32:3 37:8 40:14 65:20,22 66:1,10 pulled 55:14 103:18 pulling 103:5 purchase 21:16 46:13 purpose 47:12 purposes 5:24 6:25 17:12 38:13 48:24 pursuant 1:16 6:14	9:18 22:13 90:24 put 7:6 25:14,21 90:9 91:18 103:18 113:3 127:20,22 P-e-r-r-y 5:191 P-i-z-z-a-r-e-l-l-i 118:231 p.m 78:25 79:11 128:81 Q quarter 12:12 question 5:3 8:17 12:3,6 19:5,11 23:3 28:16,19 31:8,9 33:15 45:3 51:5 57:6,7 58:12 58:14,20,20 62:7 65:14 67:2,9 69:5 70:1 75:20 103:1 103:2 110:19 117:9 125:4 questions 6:14,19 7:13 28:7 29:13 33:13 48:12 53:16 57:2 66:17 67:1 67:15 68:1 73:11 74:8,9,13 85:22 87:23,25 91:22 97:18 100:7 104:17 107:19 111:4 121:25 124:6 quick 73:11,11 94:3 quickly 27:25 73:15 100:8 Quite 63:1 quote-unquote 85:2 R R 5:1 Radochoski 35:5 40:22 Raines 113:22,24 114:12 124:25 125:1 raise 5:5 44:14 Ramona 21:24 rate 63:20 112:20 reach 65:5 read 7:11 8:6 85:21 95:21,22 reading 44:12 101:14 ready 75:9 real 16:2 21:15	22:13,14,15 33:5 36:22,25 42:20 50:6 73:10 74:2 74:22,22 75:2,10 100:7 113:16 116:9 123:14 really 22:22 24:20 27:25 30:21 34:20 37:6,6,11 48:8 50:3,7,14,19,23 51:18 53:10,21 59:13 64:12 71:12 71:24 72:20 73:24 74:1,10 75:24 93:19,24 102:8 121:11 realm 100:21 reason 12:11,16 23:9,22 25:14 71:13 72:24 80:10 83:4,23 114:3 123:14 recall 16:23 17:3 18:6,10 21:1,1 24:8,20,24 27:20 30:21 40:4 44:8 44:15,20 45:3,12 45:17,18,18 47:25 48:14,21 49:6 52:6 53:11 57:2,5 58:2 61:19 64:11 64:12 65:8 66:4 67:19 69:15,16,22 80:6 84:15 85:23 89:13,14 91:4 107:25 108:5,14 110:16 115:21 116:2 receipt 93:10 receive 8:3 26:25 32:16 67:13 74:6 74:11 87:1 received 6:13 9:21 25:6,16 26:4 33:4 40:23 41:3,14,15 47:20 51:17 64:8 72:6 80:17,19 83:14,25 84:18,22 86:20 88:13,18,21 89:4 90:20 92:9 109:11 113:10 receives 87:8 receiving 31:22,23 53:2 74:24 87:11 87:11 recess 28:11 78:25	122:7 recognize 10:13 11:4 19:20 39:24 85:19 86:5 92:17 99:8 105:2,9 110:8 116:18 119:2 recognized 83:21 recollection 120:19 121:5 record 5:2 11:19 12:10,16,18,19,21 14:6 17:20 28:7 28:10,12,13,20 30:13 31:5,7,16 34:5 37:24 42:18 57:15 73:18,25 79:2,4 90:9 119:25 122:8,9,11 125:7 128:5 recorded 11:25 12:20 129:9 records 3:10,11,12 3:13 17:17 19:7 31:3 35:11 60:18 62:16,17 63:16 109:21 red 38:18,19 39:6 refer 6:19 17:19 93:20 127:21,21 reference 98:12 110:11 referenced 110:17 references 70:12 referrals 30:21 referred 20:11,12 30:18 38:2 115:19 referring 38:2 49:18 51:7 81:6 83:3 96:13 refers 98:2,10 114:25 116:21 reflect 10:4 63:16 86:11 88:9 reflects 106:2 refund 36:9 regard 22:25 74:24 125:13 regarding 28:21 49:14,16 122:12 124:17 Regional 2:4 register 42:7 73:16 registered 18:24 19:25 20:5,8,9,17 21:11 27:8 29:21	30:13 40:7 58:8 registration -19:23 20:2,14 38:1,2,3 38:15,21,23 39:11 40:3 54:23 65:15 regroup 73:13 77:25 Regulatory 16:17 related 36:25 49:21 55:2 102:19 113:14 relation 54:21 relationship 19:1 123:12 relatively 49:10,11 release 3:16,18 24:15 32:17 47:19 61:18 70:17,18 71:18,23 80:3,11 80:15,20,20,22 81:6 82:12,15,19 83:3,6,14,15 84:12 86:1 89:10 89:11 94:15,21 95:1 96:1,11,21 released 24:17 27:4 47:16,19 71:20,21 80:13 82:18 84:41 84:14 89:12 94:231 108:4,10,131 releases 108:3,16 releasing 84:9 remainder 104:17 Remaining 99:18 remember 16:25 17:1 27:12 29:20 30:17 45:4,5,7,14 52:13 53:8 56:3 58:21 61:15 62:1 62:23 63:23 64:2 64:22 66:25 67:2 67:3,7,7 68:2 69:11 79:18 81:14 84:2 89:18,19,23 90:17 91:2,2,6,9 91:13 97:4 100:14 100:15 101:25 103:21 106:18 108:1,6,8,11 111:5 113:21 116:7 119:231 121:141 remind 74:14,18 Renee 1:6 2:10 B:3 5:11,21 rep 37:15
--	--	---	---	---

repay 65:10 92:3 report 63:23 64:4 92:9 121:23 reported 108:13 reporter 11:25 12:10,17 22:4 106:5 113:2 119:13 127:7 129:4,16 reporter's 17:12 129:2 REPORTING 1:24 reports 89:20 90:11 represent 55:23 127:20 representation 71:2 representations 70:20 representative 8:14 25:21 52:7 57:10 60:5 representatives 51:23 53:1 63:24 represented 7:3 9:5 9:6 88:11 representing 44:24 represents 55:24 request 7:20 70:18 requested 73:4 requesting 7:18 require 73:16 required 73:20 reschedule 10:2 research 50:17 51:9 73:20 Reserve 4:14 127:18 residential 22:14 74:22 resides 108:20 resolve 26:1 resolved 64:23 92:15 resolving 97:5 resource 74:12 respect 10:21 47:23 71:6 74:15 86:14 88:2 105:11 109:7 114:11 respond 122:19 response 62:5 64:13 88:3 responsibilities 79:12 responsibility 126:10	results 16:6 return 9:8 93:18 112:2 returned 25:13 97:9 111:22 123:2 Reuben 22:1 34:8 revenue 75:25 76:9 right 5:5 8:8, 9:4 9:12 25:17 26:11 27:3,20 29:4 33:13,24 35:3 42:2 46:20 50:7 52:22 62:22 73:13 77:9,11,14 78:23 78:24 80:4 82:13 82:19 85:25 90:19 94:6 96:6 98:12 98:21 101:25 103:2 110:22 River's 13:11 Road 1:10 2:5 role 26:16,18 31:19 75:9 84:17 124:4 roles 87:19 room 11:25 12:19 roughly 13:7 15:16 16:7 29:19 31:4 32:12 75:22 91:6 rule 75:4 run 38:15 61:3 r-e-l-f-i 118:25,252 R-e-n-e-e 5:212 <hr/> S S 2:3 3:1 5:1 safe 44:10,16 45:3 66:25 67:4,5,20 70:10 safekeeping 75:5 safety 44:21 67:16 70:21 salad 77:8 Sam 52:9,10 sample 75:13 Sarver 4:12,13 35:15 26:6 219:23 119:23,24 120:11 120:18,20 121:6,9 121:13 save 62:25 92:21 saw 109:21 110:10 112:3 124:25 127:23 saying 11:15 31:15 36:10 24:9,15 45:8,19 49:17,18	66:25 67:19 81:15 90:19 21:5,9,11 108:7 125:16 says 71:18 93:1 94:17 99:18,19,21 99:25 101:10,20 110:12 113:10 117:3 SBLCs 50:7 SBLC/BG 117:5 scam 50:3,11,15 scams 127:22 scenario 71:24 scenes 24:23 26:21 87:3 schedule 78:3 school 15:2,5 scorned 123:15 Scott 52:2,3 54:11 57:11 screen 62:18 SDN 39:2,9 se 2:10 seamless 51:1 search 27:25,25 season 38:23 SEC 2:8 4:15 7:24 9:14 10:10 11:1 19:16 30:2 39:20 42:10 53:24 54:6 81:3 82:2,25 85:7 85:14 92:19 95:6 99:3 104:24 105:6 105:21 109:15 110:5 112:23 114:20 115:11 116:15 117:252 118:13 119:92 120:5,13 127:8,18 second 3:9 11:7 24:12 35:13 71:22 99:21 100:1 101:18 119:15 sector 76:3 securities 1:1,9 2:2 6:5,6,18,20 16:13 44:4 46:25 129:1 securities-related 16:19 see 11:24 19:7,10 29:24 35:19 38:19 52:22 56:13 63:5 68:2,24 69:18 73:13 78:10 80:14 80:18 21:11,24 82:10 91:16,23	92:12 93:5 95:21 97:25 98:12,22 99:25 103:4,13 109:3 110:10,13 110:19 114:4 115:1 125:11 seeing 56:18 81:10 103:21 114:8 120:24 121:12 segregate 103:16 self-incrimination 8:17 send 7:20 24:19 36:9 38:11 68:7 84:3 87:9 102:11 107:15 115:6 117:11 121:3 sender 32:13 71:18 80:14 senders 24:14 sending 24:17 80:2 128:2 Senior 2:3 sense 20:4 23:6 46:17 47:5 58:10 72:8 75:25 78:17 93:7 sent 8:4 19:24 23:5 30:8,25 34:9 54:16 62:20 71:20 80:7,11 82:21 102:5,16 108:3 112:12 122:17 sentence 93:5 94:18 sentences 95:22 separate 37:17 72:17,19 73:5 September 129:13 Septereuta 17:8,9 17:18 52:5 57:8 57:10,19 58:3,21 59:7,19,24 series 113:22 serve 21:17 22:16 26:7 51:8 65:12 73:16 74:21 114:5 served 21:3,7,14,19 23:11 30:19 40:5 53:17 79:13 114:9 126:2,24 serves 19:24 66:16 service 38:6 73:19 73:20 89:3 services 1:24 18:17 18:20,24 19:3,25 20:1,5,10,14,17	21:10,12,14 22:7 23:8 25:5,7 29:22 30:13,15 31:2,17 37:9,17,21 38:7,8 45:9,9,22,23 46:5 46:22 51:2 68:16 87:12,21 93:22,23 109:6 113:18 serving 37:8 39:16 42:13 73:24 114:8 set 11:7,11 39:9 74:9 125:11 seven 24:2 shaking 12:9 shared 89:21 90:20 sheet 3:17 82:6,7 Shen 4:11 119:12 shifted 90:13 shifting 95:17 short 28:11 59:13 122:7 shorten 77:1 shots 62:18 show 9:17 10:8,24 19:19 30:5 42:8 45:9 54:2,5 80:24 80:25 82:14,22 85:4,11,17 92:16 94:2 95:3 99:6 104:21 105:4,19 112:21 113:6 114:17 115:8 116:12 118:3 120:8 125:22 127:10 showed 7:5,10 showing 8:2 39:23 47:13 shut 126:20 side 23:10,23,24 44:20 46:3,6,23 48:8 50:5 61:25 65:11 90:1,5 117:12 sides 71:16,24 sign 94:17 104:15 signature 56:13,18 56:19,20 104:14 signatures 81:12 signed 23:24,25 37:15 56:22,25 61:18 80:16 83:22 104:1 108:9 111:12,18 significant 102:2 similar 54:17
---	--	--	---	---

127:23,23 simply 51:8 55:18 55:24 88:24 114:2 sit 77:12 site 39:5 situation 17:3 18:19 25:14 80:15 92:7 93:25 six 13:15 49:2 sleeping 123:13 slight 103:17 small 49:10,11 Smith 16:22 18:8 18:20,21 19:2,12 20:3,5 22:1,19 24:8,20 25:9 26:6 26:16 27:7,9,12 27:16 28:17 29:14 33:11,20,22 34:2 34:8,19 35:5,17 35:21,23 40:21 42:5 43:5,20,25 44:3,9 45:10 46:3 46:9 47:20,23 48:15 52:4 54:16 55:19 56:14 57:3 57:13,20,21 58:7 58:8,9,16,17,22 58:25 59:1,4,6,9 59:11 60:13 61:1 61:5,9,21 62:6,8,9 64:9 65:23,25 66:5,22 68:4 70:9 76:1 79:11 84:10 84:25 86:18 87:2 87:4 89:2,16 90:18 93:17 94:11 101:12 102:17 107:20 115:18 118:11 121:9 122:16,16,19 123:7,9,10,11,13 123:18 125:16,19 125:21 126:7,9,14 126:18 Smith's 36:13 104:14 sold 48:17 69:24 solid 113:3 somebody 88:21 something's 50:22 Sons 118:7 soon 121:3 sorry 11:20 14:18 14:19 21:21 23:2 28:14 29:11 34:25	35:10 55:6 57:5 57:19 71:9 74:14 80:25 89:9,13 94:3 95:11 96:22 112:25 118:18 119:18 120:4 121:11 sort 40:15 77:25 87:12 103:5 sound 27:23 soup 77:8 source 70:23 sources 96:4 103:6 speak 6:17 69:7 87:19,20 90:1 107:6 123:5 speaks 107:3 specialize 15:25 specially 38:15 39:2 specific 18:18 48:7 49:7 62:11 90:13 93:23 specifically 11:15 25:20 49:18,21 64:15 90:12,17 94:11 108:1 specifics 53:11 67:22 speed 87:22 spell 5:18 106:5 119:13 spelled 81:17,22 118:23 spelling 22:6 spellings 22:5 spent 112:14 spite 20:16 spoke 66:3 122:22 124:5 spotted 89:11 spring 20:20 56:5,6 stand 126:22 standard 19:23 100:11 standby 44:13 45:15 46:1,14 48:2,19 49:9 67:6 117:6 star 127:22 stars 127:19 start 23:16 47:15 54:8 58:18 74:19 97:20 started 7:5 22:12 30:9 31:4 starting 127:6	state 5:16 6:8 8:25 9:1 74:24 75:11 94:23 122:11 stated 29:16 37:16 51:12 52:25 53:10 84:9 126:4,13 statement 126:5 states 1:1 6:4 94:22 stating 26:6 91:19 102:11,17 status 13:4 stayed 92:12 step 26:12 steps 20:14 93:14 Stewart 15:11,13 15:22 stopped 113:25 123:15 124:9,10 story 26:3 84:6 90:25 91:3 92:7 straight 15:21 strange 91:18 108:15 Street 13:16 stuff 77:2 122:4 124:4 Subject 110:12 submit 38:14 subpoena 1:16 3:7 6:13,15 8:4 9:18 9:23 88:3 subpoenaed 6:15,18 subsequent 65:1,2 subsequently 11:8 65:6 substantive 28:21 122:12 substantively 79:6 Suite 1:10 2:5 sum 49:10 summer 93:14 supposed 25:1,10 45:25 46:6 47:10 75:6,6 91:12,21 sure 12:20 18:7 19:9 20:19 22:5 27:11 30:17 37:7 38:16,18 39:6 46:18 47:11 50:17 56:7 59:17 63:19 64:5 73:22 75:17 79:22 84:19 97:19 99:25 103:9 106:9 108:21 110:16,21 121:21 122:4 surface 113:4	suspend 9:7 Suwannee 15:18 swear 5:6 switched 123:14 sworn 5:13 systems 50:8 67:12 S-a-r-v-e-r 35:15 S-e-p-t-e-r-e-u-t-a 2 17:18 S-h-e-n 119:142 T T 3:1,1 113:10 table 47:9,13 123:18 take 12:12 19:9 24:14 28:2,5 42:20 59:22 71:6 71:23 73:1,12 76:25 78:21 85:21 95:19 101:24 112:5 121:17 126:10 127:13 taken 6:19 19:13 28:11 122:7 TALC 3:15,23 18:2 18:19 19:13 24:12 24:18 25:19,22 26:3 27:13 36:7 41:13,14 42:21 44:17 51:23 52:7 53:1 55:2 57:10 57:10 61:14,22 63:24 64:7,15 65:21 73:2 79:12 99:14 102:1 118:16,17 talk 29:9 51:19 60:17 79:15 84:10 123:9 talked 10:1 11:18 25:20 43:23 67:22 75:10,11 89:9,10 102:1 107:1 124:21 125:4 talking 8:14 12:2 22:20 23:11 44:11 49:1,21,22 60:25 64:15 91:15 96:10 97:15 103:24 talks 75:5 tax 38:13 team 59:6 telephone 82:8 83:23 84:21 tell 10:15 11:6	13:14 14:5 15:1 15:24 17:3 19:22 20:9 21:6,19 22:10 25:15,17 27:4 29:21 30:11 32:2,6,11 33:1,22 37:12 38:25 39:24 40:1,10 45:5,21 47:24 49:6 54:8 54:24 57:17 59:4 59:21 66:10 67:15 69:1 74:14 78:20 79:21 81:12,12 82:5 83:13 84:6 85:10 90:25 91:4 91:15,17,17 93:14 95:9 96:23 97:6 98:8 99:8,11 100:21 105:11,24 107:23 109:18 113:8,15 114:23 115:14 118:5,20 120:8 122:18 123:25 124:15 127:15 telling 32:10 47:25 58:2,21 64:22 67:2,3 68:5,222 69:11 90:17 93:17 100:15 125:19,21 tend 12:12 Tennessee 15:5,6,7 tens 49:13 term 98:13,16 117:4 terms 53:8 75:8 77:6 84:16 97:5 98:18,22 terrorist 38:17 73:23 terrorists 39:1 testified 5:13 15:21 16:13,16 testify 10:5 13:2 124:24 testifying 9:19 testimony 5:6 9:24 10:2 101:15 124:18,22 125:5 129:6 thank 7:8 11:23 14:23 29:7 49:24 78:24 87:6 113:192 thanks 5:22 28:142 119:21 122:6 theirs 57:23
---	--	--	--	--

thing 26:2 37:13 54:21 59:10 20:4 90:24 102:19,24 108:15 125:15	112:13,19 122:2 122:15 124:5 125:11,12 times 10:1,2 32:15 47:14 51:1 54:18 66:14 68:20 74:7 74:12 87:23 88:5	90:8,20 92:9 96:18 97:4 102:25 103:5,16 105:15 106:1,14,16,17 113:14,16,21 114:6 115:2 116:9 119:22	77:14,14 78:4 83:9 90:6 95:22 100:10 106:21 111:8 112:14,20 119:15 121:24 127:1,12 128:2	unusual 52:15 upfront 26:16 upset 25:8 92:4 102:9,12 123:2 use 14:20 31:9 39:6 48:22,23 73:8 87:21 U.S 1:9 38:12 129:12
things 8:11 22:16 25:1 26:18 27:11 67:20 78:4 79:19 83:12,24 84:18 87:22 90:1,6 93:13 97:11 98:25 100:19 124:2 125:8,10 126:3	title 33:4 36:22,24 today 6:1,3,14,17 7:3,4,5 8:11 9:6 9:19 10:4 11:25 13:2 87:22 124:18 124:22,24 told 25:22 31:25 36:12 46:21 27:4 53:2 55:24 57:19 57:19 58:5 59:9 64:21 65:2,12 70:7 80:21 84:5 89:24 90:16 91:22 92:2,6 101:23 102:8 108:7,18 112:17 113:17 114:2,7,9 117:17 123:7,9,16 124:1 124:25 125:1,17 126:8,11,12,17	transactional 16:1 113:23 115:1 transactions 26:15 26:19 27:6,11 29:14 31:18 32:2 32:5,7 33:1 34:12 37:2 39:17 40:4 40:10 42:14,25 44:10,12,13,16 49:9,16,22 50:6 52:16 58:7 67:16 70:8 71:3 72:2 74:22 88:11 90:10 92:2 100:18,19 104:20 113:21 115:5 125:11	Tye 13:9 type 15:19,24,25 16:9 types 37:1 typically 72:13 T.L 32:13,23 37:142 113:12	U.S 1:9 38:12 129:12
think 7:6 9:10 10:4 10:18 11:11,21 12:4,7 17:16 26:16 27:18 30:24 31:8,12 34:3,4 36:5,6 41:2 48:4 52:3 53:18 57:8 58:11,15,18 60:3 61:2 62:5 71:19 73:2 74:1 75:8 78:8 82:10 83:13 93:13 95:12 96:18 97:9 100:2 103:15 103:15 111:3 118:9,15 119:19 121:17,23 122:17 123:3 124:11 125:8	Tony 17:24 18:1,2,5 20:20 52:2,3 54:11 top 27:24 72:8 95:23 98:2,7,9,10 98:10 total 16:8 32:20 34:7 41:16 76:4 101:1,10,20 106:22 112:10 125:14 track 126:10 trade 48:25 traded 48:17 training 74:15 75:9 tranches 108:5 transaction 20:21 27:13,13,14 31:21 32:18 34:7,10 40:14 42:17 44:21 45:2 47:22 51:20 53:13 55:2,18 57:22 60:22 63:10 65:21,21 67:5,20 70:5 71:11,16,19 72:1 74:7 79:10 79:12,15,23 80:9 80:21 86:14 87:13 87:19 89:13,15	transcript 129:5,6 129:10 transfer 94:25 transferred 23:19 transpired 23:13 123:6 travel 78:2 tried 84:19 103:16 true 109:8 129:6 trust 127:6 trusts 74:8 truth 5:7,7,8 try 12:5 93:15 trying 25:18,25 75:24 85:2 91:23 92:13 93:24 95:18 97:7 113:2 126:14	U uh-huh 7:7 12:9 14:13 17:5 18:9 23:4,7 24:7,11 26:17 29:2,8 31:1 32:9 35:16 36:16 40:12 41:6 47:6 53:15 55:10 56:15 56:21 59:25 60:7 66:24 67:17 71:8 72:9 74:17 75:21 76:16 85:4 89:8 89:22 94:20 95:10 96:22 99:20,23 101:19 102:23 108:24 111:11,15 113:20 116:14 Ukrainian 110:13 110:15 ultimately 23:19 91:25 understand 6:23 11:10 12:15 20:16 36:10 38:7 43:10 50:5,9,9,10 59:17 60:10 83:12 101:15 understanding 45:23,24 46:4,7 46:12 55:17,23 95:16 98:16 109:9	U.S 1:9 38:12 129:12
Thinking 28:25 115:19 third 30:18 38:11 61:2,6 83:4 99:25 100:1,10 126:19 thought 30:13 111:9 123:3 thousands 49:12 threats 126:19 three 13:7,13 16:8 24:6 29:16,17 73:2 95:24 96:3 122:3 Tiana 16:8 ties 123:12 time 9:5 12:2,11,13 17:6,10 18:7,21 20:25 25:3,5,6,25 37:2 41:25 49:2 51:2,16 56:7,24 56:25 59:14,17 65:6 73:1,8 77:20 80:4,13 81:15 87:25 89:14 92:11 92:12,21 104:17 108:6,9 109:42	tried 84:19 103:16 trust 127:6 truths 74:8 truth 5:7,7,8 try 12:5 93:15 trying 25:18,25 75:24 85:2 91:23 92:13 93:24 95:18 97:7 113:2 126:14	U uh-huh 7:7 12:9 14:13 17:5 18:9 23:4,7 24:7,11 26:17 29:2,8 31:1 32:9 35:16 36:16 40:12 41:6 47:6 53:15 55:10 56:15 56:21 59:25 60:7 66:24 67:17 71:8 72:9 74:17 75:21 76:16 85:4 89:8 89:22 94:20 95:10 96:22 99:20,23 101:19 102:23 108:24 111:11,15 113:20 116:14 Ukrainian 110:13 110:15 ultimately 23:19 91:25 understand 6:23 11:10 12:15 20:16 36:10 38:7 43:10 50:5,9,9,10 59:17 60:10 83:12 101:15 understanding 45:23,24 46:4,7 46:12 55:17,23 95:16 98:16 109:9	U.S 1:9 38:12 129:12	U.S 1:9 38:12 129:12
thought 30:13 111:9 123:3 thousands 49:12 threats 126:19 three 13:7,13 16:8 24:6 29:16,17 73:2 95:24 96:3 122:3 Tiana 16:8 ties 123:12 time 9:5 12:2,11,13 17:6,10 18:7,21 20:25 25:3,5,6,25 37:2 41:25 49:2 51:2,16 56:7,24 56:25 59:14,17 65:6 73:1,8 77:20 80:4,13 81:15 87:25 89:14 92:11 92:12,21 104:17 108:6,9 109:42	tried 84:19 103:16 trust 127:6 truths 74:8 truth 5:7,7,8 try 12:5 93:15 trying 25:18,25 75:24 85:2 91:23 92:13 93:24 95:18 97:7 113:2 126:14	U uh-huh 7:7 12:9 14:13 17:5 18:9 23:4,7 24:7,11 26:17 29:2,8 31:1 32:9 35:16 36:16 40:12 41:6 47:6 53:15 55:10 56:15 56:21 59:25 60:7 66:24 67:17 71:8 72:9 74:17 75:21 76:16 85:4 89:8 89:22 94:20 95:10 96:22 99:20,23 101:19 102:23 108:24 111:11,15 113:20 116:14 Ukrainian 110:13 110:15 ultimately 23:19 91:25 understand 6:23 11:10 12:15 20:16 36:10 38:7 43:10 50:5,9,9,10 59:17 60:10 83:12 101:15 understanding 45:23,24 46:4,7 46:12 55:17,23 95:16 98:16 109:9	U.S 1:9 38:12 129:12	U.S 1:9 38:12 129:12
Thinking 28:25 115:19 third 30:18 38:11 61:2,6 83:4 99:25 100:1,10 126:19 thought 30:13 111:9 123:3 thousands 49:12 threats 126:19 three 13:7,13 16:8 24:6 29:16,17 73:2 95:24 96:3 122:3 Tiana 16:8 ties 123:12 time 9:5 12:2,11,13 17:6,10 18:7,21 20:25 25:3,5,6,25 37:2 41:25 49:2 51:2,16 56:7,24 56:25 59:14,17 65:6 73:1,8 77:20 80:4,13 81:15 87:25 89:14 92:11 92:12,21 104:17 108:6,9 109:42	tried 84:19 103:16 trust 127:6 truths 74:8 truth 5:7,7,8 try 12:5 93:15 trying 25:18,25 75:24 85:2 91:23 92:13 93:24 95:18 97:7 113:2 126:14	U uh-huh 7:7 12:9 14:13 17:5 18:9 23:4,7 24:7,11 26:17 29:2,8 31:1 32:9 35:16 36:16 40:12 41:6 47:6 53:15 55:10 56:15 56:21 59:25 60:7 66:24 67:17 71:8 72:9 74:17 75:21 76:16 85:4 89:8 89:22 94:20 95:10 96:22 99:20,23 101:19 102:23 108:24 111:11,15 113:20 116:14 Ukrainian 110:13 110:15 ultimately 23:19 91:25 understand 6:23 11:10 12:15 20:16 36:10 38:7 43:10 50:5,9,9,10 59:17 60:10 83:12 101:15 understanding 45:23,24 46:4,7 46:12 55:17,23 95:16 98:16 109:9	U.S 1:9 38:12 129:12	U.S 1:9 38:12 129:12
Thinking 28:25 115:19 third 30:18 38:11 61:2,6 83:4 99:25 100:1,10 126:19 thought 30:13 111:9 123:3 thousands 49:12 threats 126:19 three 13:7,13 16:8 24:6 29:16,17 73:2 95:24 96:3 122:3 Tiana 16:8 ties 123:12 time 9:5 12:2,11,13 17:6,10 18:7,21 20:25 25:3,5,6,25 37:2 41:25 49:2 51:2,16 56:7,24 56:25 59:14,17 65:6 73:1,8 77:20 80:4,13 81:15 87:25 89:14 92:11 92:12,21 104:17 108:6,9 109:42	tried 84:19 103:16 trust 127:6 truths 74:8 truth 5:7,7,8 try 12:5 93:15 trying 25:18,25 75:24 85:2 91:23 92:13 93:24 95:18 97:7 113:2 126:14	U uh-huh 7:7 12:9 14:13 17:5 18:9 23:4,7 24:7,11 26:17 29:2,8 31:1 32:9 35:16 36:16 40:12 41:6 47:6 53:15 55:10 56:15 56:21 59:25 60:7 66:24 67:17 71:8 72:9 74:17 75:21 76:16 85:4 89:8 89:22 94:20 95:10 96:22 99:20,23 101:19 102:23 108:24 111:11,15 113:20 116:14 Ukrainian 110:13 110:15 ultimately 23:19 91:25 understand 6:23 11:10 12:15 20:16 36:10 38:7 43:10 50:5,9,9,10 59:17 60:10 83:12 101:15 understanding 45:23,24 46:4,7 46:12 55:17,23 95:16 98:16 109:9	U.S 1:9 38:12 129:12	U.S 1:9 38:12 129:12
Thinking 28:25 115:19 third 30:18 38:11 61:2,6 83:4 99:25 100:1,10 126:19 thought 30:13 111:9 123:3 thousands 49:12 threats 126:19 three 13:7,13 16:8 24:6 29:16,17 73:2 95:24 96:3 122:3 Tiana 16:8 ties 123:12 time 9:5 12:2,11,13 17:6,10 18:7,21 20:25 25:3,5,6,25 37:2 41:25 49:2 51:2,16 56:7,24 56:25 59:14,17 65:6 73:1,8 77:20 80:4,13 81:15 87:25 89:14 92:11 92:12,21 104:17 108:6,9 109:42	tried 84:19 103:16 trust 127:6 truths 74:8 truth 5:7,7,8 try 12:5 93:15 trying 25:18,25 75:24 85:2 91:23 92:13 93:24 95:18 97:7 113:2 126:14	U uh-huh 7:7 12:9 14:13 17:5 18:9 23:4,7 24:7,11 26:17 29:2,8 31:1 32:9 35:16 36:16 40:12 41:6 47:6 53:15 55:10 56:15 56:21 59:25 60:7 66:24 67:17 71:8 72:9 74:17 75:21 76:16 85:4 89:8 89:22 94:20 95:10 96:22 99:20,23 101:19 102:23 108:24 111:11,15 113:20 116:14 Ukrainian 110:13 110:15 ultimately 23:19 91:25 understand 6:23 11:10 12:15 20:16 36:10 38:7 43:10 50:5,9,9,10 59:17 60:10 83:12 101:15 understanding 45:23,24 46:4,7 46:12 55:17,23 95:16 98:16 109:9	U.S 1:9 38:12 129:12	U.S 1:9 38:12 129:12
Thinking 28:25 115:19 third 30:18 38:11 61:2,6 83:4 99:25 100:1,10 126:19 thought 30:13 111:9 123:3 thousands 49:12 threats 126:19 three 13:7,13 16:8 24:6 29:16,17 73:2 95:24 96:3 122:3 Tiana 16:8 ties 123:12 time 9:5 12:2,11,13 17:6,10 18:7,21 20:25 25:3,5,6,25 37:2 41:25 49:2 51:2,16 56:7,24 56:25 59:14,17 65:6 73:1,8 77:20 80:4,13 81:15 87:25 89:14 92:11 92:12,21 104:17 108:6,9 109:42	tried 84:19 103:16 trust 127:6 truths 74:8 truth 5:7,7,8 try 12:5 93:15 trying 25:18,25 75:24 85:2 91:23 92:13 93:24 95:18 97:7 113:2 126:14	U uh-huh 7:7 12:9 14:13 17:5 18:9 23:4,7 24:7,11 26:17 29:2,8 31:1 32:9 35:16 36:16 40:12 41:6 47:6 53:15 55:10 56:15 56:21 59:25 60:7 66:24 67:17 71:8 72:9 74:17 75:21 76:16 85:4 89:8 89:22 94:20 95:10 96:22 99:20,23 101:19 102:23 108:24 111:11,15 113:20 116:14 Ukrainian 110:13 110:15 ultimately 23:19 91:25 understand 6:23 11:10 12:15 20:16 36:10 38:7 43:10 50:5,9,9,10 59:17 60:10 83:12 101:15 understanding 45:23,24 46:4,7 46:12 55:17,23 95:16 98:16 109:9	U.S 1:9 38:12 129:12	U.S 1:9 38:12 129:12
Thinking 28:25 115:19 third 30:18 38:11 61:2,6 83:4 99:25 100:1,10 126:19 thought 30:13 111:9 123:3 thousands 49:12 threats 126:19 three 13:7,13 16:8 24:6 29:16,17 73:2 95:24 96:3 122:3 Tiana 16:8 ties 123:12 time 9:5 12:2,11,13 17:6,10 18:7,21 20:25 25:3,5,6,25 37:2 41:25 49:2 51:2,16 56:7,24 56:25 59:14,17 65:6 73:1,8 77:20 80:4,13 81:15 87:25 89:14 92:11 92:12,21 104:17 108:6,9 109:42	tried 84:19 103:16 trust 127:6 truths 74:8 truth 5:7,7,8 try 12:5 93:15 trying 25:18,25 75:24 85:2 91:23 92:13 93:24 95:18 97:7 113:2 126:14	U uh-huh 7:7 12:9 14:13 17:5 18:9 23:4,7 24:7,11 26:17 29:2,8 31:1 32:9 35:16 36:16 40:12 41:6 47:6 53:15 55:10 56:15 56:21 59:25 60:7 66:24 67:17 71:8 72:9 74:17 75:21 76:16 85:4 89:8 89:22 94:20 95:10 96:22 99:20,23 101:19 102:23 108:24 111:11,15 113:20 116:14 Ukrainian 110:13 110:15 ultimately 23:19 91:25 understand 6:23 11:10 12:15 20:16 36:10 38:7 43:10 50:5,9,9,10 59:17 60:10 83:12 101:15 understanding 45:23,24 46:4,7 46:12 55:17,23 95:16 98:16 109:9	U.S 1:9 38:12 129:12	U.S 1:9 38:12 129:12
Thinking 28:25 115:19 third 30:18 38:11 61:2,6 83:4 99:25 100:1,10 126:19 thought 30:13 111:9 123:3 thousands 49:12 threats 126:19 three 13:7,13 16:8 24:6 29:16,17 73:2 95:24 96:3 122:3 Tiana 16:8 ties 123:12 time 9:5 12:2,11,13 17:6,10 18:7,21 20:25 25:3,5,6,25 37:2 41:25 49:2 51:2,16 56:7,24 56:25 59:14,17 65:6 73:1,8 77:20 80:4,13 81:15 87:25 89:14 92:11 92:12,21 104:17 108:6,9 109:42	tried 84:19 103:16 trust 127:6 truths 74:8 truth 5:7,7,8 try 12:5 93:15 trying 25:18,25 75:24 85:2 91:23 92:13 93:24 95:18 97:7 113:2 126:14	U uh-huh 7:7 12:9 14:13 17:5 18:9 23:4,7 24:7,11 26:17 29:2,8 31:1 32:9 35:16 36:16 40:12 41:6 47:6 53:15 55:10 56:15 56:21 59:25 60:7 66:24 67:17 71:8 72:9 74:17 75:21 76:16 85:4 89:8 89:22 94:20 95:10 96:22 99:20,23 101:19 102:23 108:24 111:11,15 113:20 116:14 Ukrainian 110:13 110:15 ultimately 23:19 91:25 understand 6:23 11:10 12:15 20:16 36:10 38:7 43:10 50:5,9,9,10 59:17 60:10 83:12 101:15 understanding 45:23,24 46:4,7 46:12 55:17,23 95:16 98:16 109:9	U.S 1:9 38:12 129:12	U.S 1:9 38:12 129:12
Thinking 28:25 115:19 third 30:18 38:11 61:2,6 83:4 99:25 100:1,10 126:19 thought 30:13 111:9 123:3 thousands 49:12 threats 126:19 three 13:7,13 16:8 24:6 29:16,17 73:2 95:24				

wanting 23:12	110:4 114:19	<u>Y</u>	1 1:7 3:6 7:23,24	150K 96:3
warranties 70:20	115:10 116:14	Y 51:5 69:17 126:17	8:2	150,000 41:16 46:8
Warren 129:4	117:9,14,16,19,21	yeah 17:15 21:18	1st 75:23 111:10	16 3:21 92:16,19
wasn't 51:15 70:21	117:23 118:15	31:22 32:13 35:10	1:15 77:4 78:7	93:1 94:7
104:8 106:20	119:8,11,14	36:25 37:18 39:15	1:19 79:1,2	16th 13:16
110:21 112:10	121:19 122:1,5,13	49:4 50:13,23	1:30 77:22 78:14	1662 3:6 8:3
watch 38:17	125:16,18,21	56:24 63:5 64:11	10 3:8,15 23:120:18	17 3:22 95:4,6,16,16
Watkins 52:9,10	127:4,14 128:4	68:23 71:20 75:16	54:5,6,24 76:19	95:19
59:20	Witnesseth 55:6,9	76:14 98:5 102:3	76:21 97:17,21	17th 56:14 96:8
way 8:19 37:3 57:11	woman 123:15	103:21,25 109:23	10th 11:12	175 76:20
64:14 69:3,4	wondered 100:4	110:2 111:17	10/18/1979 12:25	18 3:23 30:14,23
73:24,25 79:23	Woods 22:1	114:7 118:15,17	10/19/09 3:10	31:10 99:2,3,6,17
84:23 88:10 93:22	word 31:13 119:15	126:16	10:00 5:4	18th 56:23
97:2 112:11 123:3	words 62:9 119:15	year 13:13 15:3,16	10:05 1:16 5:2	19 3:10,24 20:6
125:9	work 14:1,17,24	15:16 17:1,3 18:7	10:37 28:10	104:22,24
website 66:18	15:15 25:18 45:11	18:11 21:4 23:8	10:51 28:14	19th 21:42
week 56:11 57:1	47:15 65:18 68:16	35:10,11 49:2	100 22:20 49:4	1900 101:62
welcome 52:20	73:11 74:1 75:1	76:19 98:13	110:16	1997 15:42
127:12	87:14 91:23 92:5	122:23,23	104 3:24	
went 15:21 37:19	92:10 93:15	years 13:15,15,19	1048 34:23,24	<u>2</u>
37:20 86:16 88:15	102:14,22 122:18	14:11	105 3:25 4:2	2 3:7 9:13,14,18
88:20 96:19	123:4	year-by-year 33:7	1055 120:25	11:16
114:15	worked 15:10,11	Yenny 4:2,3 105:14	109 4:3	2nd 111:14
we'll 17:19 26:12	17:22 21:14,15	106:1,14,24	112 9:16 31:17	2:37 22:8
39:19 105:19	22:24 25:4 45:16	107:21 109:24	32:14 75:23 81:1	2:45 128:6,8
we're 12:17 22:20	53:13 58:4,24	Yi 4:11 119:12	81:3,22 82:12	20 3:25 22:20 75:23
47:13 49:1 52:21	59:8,10,11 90:7	Y-e-n-n-y 106:7	83:8	105:5,6,11
82:22 103:24	90:22 114:32	Y-i 119:142	Y/18/09 3:11	20,000 34:15,18
106:9 107:15	working 22:15	<u>Z</u>	11:51 28:13	200,000 35:14
126:19 127:5	24:23 25:10 40:16	Z 51:5 69:17 126:17	110 2:4	2000 21:11
we've 21:18 70:24	45:25 46:23 48:22	zero 76:15 99:22,25	112 4:5	2001 25:5
77:2 109:8 124:21	51:15 59:14,17		114 4:6	2004 15:6
whatsoever 25:7	60:10,12,13 65:3		115 2:7	2005 15:12 16:12
wheelhouse 48:102	92:3 93:13 113:25		116 2:8	2007 22:9
whichever 26:232	114:4 124:9,10		117 4:9	2008 22:9 31:4
White 61:3 62:122	works 50:14		118 2:10	2009 20:6,17 21:4
63:6,252	world 98:2		119 2:11	30:14,23 31:10
whomever's 94:242	worthy 102:2		12 3:17 75:24 81:25	2010 31:6,17,21
wife 41:5 42:12	wouldn't 91:21		82:2	32:14 33:3 75:23
wifi 121:42	126:11		12th 35:14	75:23 76:10,14
WILLIAM 2:32	wow 77:16		12/10/2012 35:2	2011 29:18 42:12,15
Williams 22:22	writing 125:22		12:15 78:25	76:13,14
willing 126:82	written 64:4 86:20		120 2:12,13	2012 33:10,23,25
wire 2:3 61:172	94:24		127 4:14,15 129:5	34:14 40:18 76:17
109:242	wrong 10:18 25:11		129 1:7	76:17 106:15,17
wired 47:182	43:23 65:11 81:16		13 3:18 75:24 82:23	106:21,22
wires 34:92	82:12 99:17		82:25	2013 20:21 27:8
wish 50:122	103:20		14 3:19 85:5,7 86:3	35:14 41:17 56:5
witness 1:6 2:9 3:22	wrote 102:17		14th 83:14,15,15	56:6,14,17 75:23
5:12 34:6 77:5,13	W-8 38:132		15 3:20 22:20 85:12	76:18 93:4,14
77:16,19,21 78:2	W-9 38:122		85:14,17 95:14,16	118:15,16
78:7,10,13,19,22			121:21	2015 1:13 5:4 16:2
78:24 79:7 81:2	<u>X</u>		15th 13:7	129:7,13
82:1,24 85:6,13	X 51:5 68:23 69:17	<u>#</u>	150 35:4 40:19	202)467-9200 1:252
94:7 95:5 104:18	126:17	#153:22	71:20 72:10,11	204 13:162
104:23 106:7		<u>1</u>	98:24	21 2:2 105:20,212

108:23	50/50 47:17		
21st 42:12,15	53 3:14		
22 4:3 109:14,15	54 3:15		
23 4:4 110:3,5	55,000 32:20		
24 4:5 112:22,22,23	5649.40 106:15		
113:6			
25 1:13 4:6 98:10	6		
114:18,20 129:7	6 3:11 30:1,2,5,23		
25th 5:3,3 28:14	38:3		
33:25 79:3	6/21/11 3:13		
250,000 46:8	6000 101:1		
26 4:7 39:18 115:9	650 73:5		
115:11			
2686 13:11	7		
27 4:8 116:13,15	7 3:6,12 39:19,20,24		
28 4:9 117:24,25	41:22		
118:3	770-798-8496 13:23		
29 4:10 118:12,13	7900 101:22		
3	8		
3 3:8 10:9,10	8 3:13 42:8,10		
3rd 34:14	8000 101:20,20,24		
3:00 78:11	81 3:16		
3:30 77:22 78:16	82 3:17,18		
30 3:11 4:11 119:7,9	85 3:19,20		
30th 93:4			
3000 106:22	9		
30324 13:11	9 3:7,14 53:23,24		
30326 1:11 2:6	54:3,8 55:20,25		
30363 13:17	97:17,20,22,23		
31 4:12 120:5,8	129:13		
32 4:13 120:12,13	900 1:10 2:5		
120:16	901-270-6335 13:25		
33 4:14 127:5,7,8,11	92 3:21		
34 4:15 127:8,11	95 3:22		
350 76:21	950 1:10 2:5		
360 76:21	99 3:23		
39 3:12			
4			
4 3:9 10:25 11:1,10			
4/18/13 42:21			
404-589-3581 14:9			
404-733-0071 14:8			
404-733-0109 14:8			
404-733-0201 14:2			
42 3:13			
4900 100:13			
5			
5 3:3,10 19:15,16,20			
38:3			
5th 41:16			
5/17/2013 111:17			
5/26/11 3:12			
50 22:20 98:10			

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Supplemental Information for Persons Requested to Supply
Information Voluntarily or Directed to Supply Information
Pursuant to a Commission Subpoena

A. False Statements and Documents

Section 1001 of Title 18 of the United States Code provides as follows:

Whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully--
(1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;
(2) makes any materially false, fictitious, or fraudulent statement or representation; or
(3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry;
shall be fined under this title, imprisoned not more than 5 years . . . or both.

B. Testimony

If your testimony is taken, you should be aware of the following:

- 1.e *Record.* Your testimony will be transcribed by a reporter. If you desire to go off the record, please indicate this to the Commission employee taking your testimony, who will determine whether to grant your request. The reporter will not go off the record at your, or your counsel's, direction.e
- 2.e *Counsel.* You have the right to be accompanied, represented and advised by counsel of your choice. Your counsel may advise you before, during and after your testimony; question you briefly at the conclusion of your testimony to clarify any of the answers you give during testimony; and make summary notes during your testimony solely for your use. If you are accompanied by counsel, you may consult privately.e

If you are not accompanied by counsel, please advise the Commission employee taking your testimony if, during the testimony, you desire to be accompanied, represented and advised by counsel. Your testimony will be adjourned once to afford you the opportunity to arrange to be so accompanied, represented or advised.

You may be represented by counsel who also represents other persons involved in the Commission's investigation. This multiple representation, however, presents a potential conflict of interest if one client's interests are or may be adverse to another's. If you are represented by counsel who also represents other persons involved in the investigation, the Commission will assume that you and counsel have discussed and resolved all issues concerning possible conflicts of interest. The choice of counsel, and the responsibility for that choice, is yours.

- 3.e *Transcript Availability.* Rule 6 of the Commission's Rules Relating to Investigations, 17 CFR 203.6, states:e

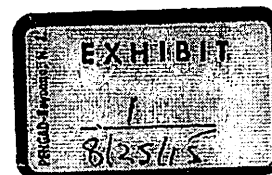
A person who has submitted documentary evidence or testimony in a formal investigative proceeding shall be entitled, upon written request, to procure a copy of his documentary evidence or a transcript of his testimony on payment of the appropriate fees: *Provided, however,* That in a nonpublic formal investigative proceeding the Commission may for good cause deny such request. In any event, any witness, upon proper identification, shall have the right to inspect the official transcript of the witness's own testimony.e

If you wish to purchase a copy of the transcript of your testimony, the reporter will provide you with a copy of the appropriate form. Persons requested to supply information voluntarily will be allowed the rights provided by this rule.

- 4.e *Perjury.* Section 1621 of Title 18 of the United States Code provides as follows:e

Whoever--

- (1) having taken an oath before a competent tribunal, officer, or person, in any case in which a law of the United States authorizes an oath to be administered, that he will testify, declare, depose, or certify truly, or that any written testimony, declaration, deposition, or certificate by him subscribed, is true,e willfully and contrary to such oath states or subscribes any material matter which he does not believe to be true; or



(2) in any declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material matter which he does not believe to be true; is guilty of perjury and shall, except as otherwise expressly provided by law, be fined under this title or imprisoned not more than five years, or both.

5. *e Fifth Amendment and Voluntary Testimony.* Information you give may be used against you in any federal, state, local or foreign administrative, civil or criminal proceeding brought by the Commission or any other agency.

You may refuse, in accordance with the rights guaranteed to you by the Fifth Amendment to the Constitution of the United States, to give any information that may tend to incriminate you.

If your testimony is not pursuant to subpoena, your appearance to testify is voluntary, you need not answer any question, and you may leave whenever you wish. Your cooperation is, however, appreciated.

6. *e Formal Order Availability.* If the Commission has issued a formal order of investigation, it will be shown to you during your testimony, at your request. If you desire a copy of the formal order, please make your request in writing.

C. Submissions and Settlements

Rule 5(c) of the Commission's Rules on Informal and Other Procedures, 17 CFR 202.5(c), states:

Persons who become involved in . . . investigations may, on their own initiative, submit a written statement to the Commission setting forth their interests and position in regard to the subject matter of the investigation. Upon request, the staff, in its discretion, may advise such persons of the general nature of the investigation, including the indicated violations as they pertain to them, and the amount of time that may be available for preparing and submitting a statement prior to the presentation of a staff recommendation to the Commission for the commencement of an administrative or injunction proceeding. Submissions by interested persons should be forwarded to the appropriate Division Director or Regional Director with a copy to the staff members conducting the investigation and should be clearly referenced to the specific investigation to which they relate. In the event a recommendation for the commencement of an enforcement proceeding is presented by the staff, any submissions by interested persons will be forwarded to the Commission in conjunction with the staff memorandum.

The staff of the Commission routinely seeks to introduce submissions made pursuant to Rule 5(c) as evidence in Commission enforcement proceedings, when the staff deems appropriate.

Rule 5(f) of the Commission's Rules on Informal and Other Procedures, 17 CFR 202.5(f), states:

In the course of the Commission's investigations, civil lawsuits, and administrative proceedings, the staff, with appropriate authorization, may discuss with persons involved the disposition of such matters by consent, by settlement, or in some other manner. It is the policy of the Commission, however, that the disposition of any such matter may not, expressly or impliedly, extend to any criminal charges that have been, or may be, brought against any such person or any recommendation with respect thereto. Accordingly, any person involved in an enforcement matter before the Commission who consents, or agrees to consent, to any judgment or order does so solely for the purpose of resolving the claims against him in that investigative, civil, or administrative matter and not for the purpose of resolving any criminal charges that have been, or might be, brought against him. This policy reflects the fact that neither the Commission nor its staff has the authority or responsibility for instituting, conducting, settling, or otherwise disposing of criminal proceedings. That authority and responsibility are vested in the Attorney General and representatives of the Department of Justice.

D. Freedom of Information Act

The Freedom of Information Act, 5 U.S.C. 552 (the "FOIA"), generally provides for disclosure of information to the public. Rule 83 of the Commission's Rules on Information and Requests, 17 CFR 200.83, provides a procedure by which a person can make a written request that information submitted to the Commission not be disclosed under the FOIA. That rule states that no determination as to the validity of such a request will be made until a request for disclosure of the information under the FOIA is received. Accordingly, no response to a request that information not be disclosed under the FOIA is necessary or will be given until a request for disclosure under the FOIA is received. If you desire an acknowledgment of receipt of your written request that information not be disclosed under the FOIA, please provide a duplicate request, together with a stamped, self-addressed envelope.

E. Authority for Solicitation of Information

Persons Directed to Supply Information Pursuant to Subpoena. The authority for requiring production of information is set forth in the subpoena. Disclosure of the information to the Commission is mandatory, subject to the valid assertion of any legal right or privilege you might have.

Persons Requested to Supply Information Voluntarily. One or more of the following provisions authorizes the Commission to solicit the information requested: Sections 19 and/or 20 of the Securities Act of 1933; Section 21 of the Securities Exchange Act of 1934; Section 321 of the Trust Indenture Act of 1939; Section 42 of the Investment Company Act of 1940; Section 209 of the Investment Advisers Act of 1940; and 17 CFR 202.5. Disclosure of the requested information to the Commission is voluntary on your part.

F. Effect of Not Supplying Information

Persons Directed to Supply Information Pursuant to Subpoena. If you fail to comply with the subpoena, the Commission may seek a court order requiring you to do so. If such an order is obtained and you thereafter fail to supply the information, you may be subject to civil and/or criminal sanctions for contempt of court. In addition, if the subpoena was issued pursuant to the Securities Exchange Act of 1934, the Investment Company Act of 1940, and/or the Investment Advisers Act of 1940, and if you, without just cause, fail or refuse to attend and testify, or to answer any lawful inquiry, or to produce books, papers, correspondence, memoranda, and other records in compliance with the subpoena, you may be found guilty of a misdemeanor and fined not more than \$1,000 or imprisoned for a term of not more than one year, or both.

Persons Requested to Supply Information Voluntarily. There are no direct sanctions and thus no direct effects for failing to provide all or any part of the requested information.

G. Principal Uses of Information

The Commission's principal purpose in soliciting the information is to gather facts in order to determine whether any person has violated, is violating, or is about to violate any provision of the federal securities laws or rules for which the Commission has enforcement authority, such as rules of securities exchanges and the rules of the Municipal Securities Rulemaking Board. Facts developed may, however, constitute violations of other laws or rules. Information provided may be used in Commission and other agency enforcement proceedings. Unless the Commission or its staff explicitly agrees to the contrary in writing, you should not assume that the Commission or its staff acquiesces in, accedes to, or concurs or agrees with, any position, condition, request, reservation of right, understanding, or any other statement that purports, or may be deemed, to be or to reflect a limitation upon the Commission's receipt, use, disposition, transfer, or retention, in accordance with applicable law, of information provided.

H. Routine Uses of Information

The Commission often makes its files available to other governmental agencies, particularly United States Attorneys and state prosecutors. There is a likelihood that information supplied by you will be made available to such agencies where appropriate. Whether or not the Commission makes its files available to other governmental agencies is, in general, a confidential matter between the Commission and such other governmental agencies.

Set forth below is a list of the routine uses which may be made of the information furnished.

1.eTo appropriate agencies, entities, and persons when (a) it is suspected or confirmed that the security ore confidentiality of information in the system of records has been compromised; (b) the SEC has determined that, as ae result of the suspected or confirmed compromise, there is a risk of harm to economic or property interests, identity theft or fraud, or harm to the security or integrity of this system or other systems or programs (whether maintained by the SEC or another agency or entity) that rely upon the compromised information; and (c) the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the SEC's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm.e

2.eTo other federal, state, local, or foreign law enforcement agencies; securities self-regulatory organizations; and foreign financial regulatory authorities to assist in or coordinate regulatory or law enforcement activities with the SEC.e

3.eTo national securities exchanges and national securities associations that are registered with the SEC, thee Municipal Securities Rulemaking Board; the Securities Investor Protection Corporation; the Public Companye Accounting Oversight Board; the federal banking authorities, including, but not limited to, the Board of Governorse of the Federal Reserve System, the Comptroller of the Currency, and the Federal Deposit Insurance Corporation; statee securities regulatory agencies or organizations; or regulatory authorities of a foreign government in connection with their regulatory or enforcement responsibilities.e

4.eBy SEC personnel for purposes of investigating possible violations of, or to conduct investigations authorized by, the federal securities laws.e

5.eIn any proceeding where the federal securities laws are in issue or in which the Commission, or past or present members of its staff, is a party or otherwise involved in an official capacity.e

6.eIn connection with proceedings by the Commission pursuant to Rule 102(e) of its Rules of Practice, 17 CFR 201.102(e).e

7.eTo a bar association, state accountancy board, or other federal, state, local, or foreign licensing or oversight authority; or professional association or self-regulatory authority to the extent that it performs similar functions (including the Public Company Accounting Oversight Board) for investigations or possible disciplinary action.e

8.eTo a federal, state, local, tribal, foreign, or international agency, if necessary to obtain information relevant to the SEC's decision concerning the hiring or retention of an employee; the issuance of a security clearance; the letting of a contract; or the issuance of a license, grant, or other benefit.e

9.eTo a federal, state, local, tribal, foreign, or international agency in response to its request for information concerning the hiring or retention of an employee; the issuance of a security clearance; the reporting of an investigation of an employee; the letting of a contract; or the issuance of a license, grant, or other benefit by the requesting agency, to the extent that the information is relevant and necessary to the requesting agency's decision on the matter.e

10.eTo produce summary descriptive statistics and analytical studies, as a data source for management information, in support of the function for which the records are collected and maintained or for related personnel management functions or manpower studies; may also be used to respond to general requests for statistical information (without personal identification of individuals) under the Freedom of Information Act.e

11.eTo any trustee, receiver, master, special counsel, or other individual or entity that is appointed by a court of competent jurisdiction, or as a result of an agreement between the parties in connection with litigation or administrative proceedings involving allegations of violations of the federal securities laws (as defined in section 3(a)(47) of the Securities Exchange Act of 1934, 15 U.S.C. 78c(a)(47)) or pursuant to the Commission's Rules of Practice, 17 CFR 201.100 – 900 or the Commission's Rules of Fair Fund and Disgorgement Plans, 17 CFR 201.1100-1106, or otherwise, where such trustee, receiver, master, special counsel, or other individual or entity is specifically designated to perform particular functions with respect to, or as a result of, the pending action or proceeding or in connection with the administration and enforcement by the Commission of the federal securities laws or the Commission's Rules of Practice or the Rules of Fair Fund and Disgorgement Plans.

12.eTo any persons during the course of any inquiry, examination, or investigation conducted by the SEC's staff, or in connection with civil litigation, if the staff has reason to believe that the person to whom the record is disclosed may have further information about the matters related therein, and those matters appeared to be relevant at the time to the subject matter of the inquiry.e

13.eTo interns, grantees, experts, contractors, and others who have been engaged by the Commission to assist in the performance of a service related to this system of records and who need access to the records for the purpose of assisting the Commission in the efficient administration of its programs, including by performing clerical, stenographic, or data analysis functions, or by reproduction of records by electronic or other means. Recipients of these records shall be required to comply with the requirements of the Privacy Act of 1974, as amended, 5 U.S.C. 552a.e

14.eIn reports published by the Commission pursuant to authority granted in the federal securities laws (as such term is defined in section 3(a)(47) of the Securities Exchange Act of 1934, 15 U.S.C. 78c(a)(47)), which authority shall include, but not be limited to, section 21(a) of the Securities Exchange Act of 1934, 15 U.S.C. 78u(a).e

15.eTo members of advisory committees that are created by the Commission or by Congress to render advice and recommendations to the Commission or to Congress, to be used solely in connection with their official designated functions.e

16.eTo any person who is or has agreed to be subject to the Commission's Rules of Conduct, 17 CFR 200.735-1 to 200.735-18, and who assists in the investigation by the Commission of possible violations of the federal securities laws (as such term is defined in section 3(a)(47) of the Securities Exchange Act of 1934, 15 U.S.C. 78c(a)(47)), in the preparation or conduct of enforcement actions brought by the Commission for such violations, or otherwise in connection with the Commission's enforcement or regulatory functions under the federal securities laws.e

17. To a Congressional office from the record of an individual in response to an inquiry from the Congressional office made at the request of that individual.

18. To members of Congress, the press, and the public in response to inquiries relating to particular Registrants and their activities, and other matters under the Commission's jurisdiction.

19. To prepare and publish information relating to violations of the federal securities laws as provided in 15 U.S.C. 78c(a)(47)), as amended.

20. To respond to subpoenas in any litigation or other proceeding.

21. To a trustee in bankruptcy.

22. To any governmental agency, governmental or private collection agent, consumer reporting agency or commercial reporting agency, governmental or private employer of a debtor, or any other person, for collection, including collection by administrative offset, federal salary offset, tax refund offset, or administrative wage garnishment, of amounts owed as a result of Commission civil or administrative proceedings.

* * * * *

Small Business Owners: The SEC always welcomes comments on how it can better assist small businesses. If you would like more information, or have questions or comments about federal securities regulations as they affect small businesses, please contact the Office of Small Business Policy, in the SEC's Division of Corporation Finance, at 202-551-3460. If you would prefer to comment to someone outside of the SEC, you can contact the Small Business Regulatory Enforcement Ombudsman at <http://www.sba.gov/ombudsman> or toll free at 888-REG-FAIR. The Ombudsman's office receives comments from small businesses and annually evaluates federal agency enforcement activities for their responsiveness to the special needs of small business.



U.S. SECURITIES AND EXCHANGE COMMISSION
ATLANTA REGIONAL OFFICE
950 East Paces Ferry Road, Suite 950
Atlanta, GA 30326-1382

WILLIAM S. DIXON
Staff Attorney

Direct Line (404) 842-7615
Facsimile (404) 842-5774

August 3, 2015

VIA UPS

Keisha Perry, Esq.
c/o The Perry Law Group, LLC
600 W Peachtree St., Suite 1560
Atlanta, GA 30308

Re: Atlantis Capital LLC (A-3649)

Dear Ms. Perry:

As you have been previously advised, the staff of the Securities and Exchange Commission (the "Commission") is conducting a formal, non-public investigation in the matter identified above. The enclosed subpoena has been issued as part of this investigation. The enclosed subpoena requires your testimony on Tuesday, August 18, 2015, and the completion of production of documents by Monday, August 10, 2015. Please also note the language Section I.E.2 of the Attachment to the subpoena regarding your obligations to produce a log regarding documents that were not produced because of the assertion of a privilege. Given that you have asserted a privilege with respect to the production of certain documents, please comply with the instructions to the subpoena obligating you to provide a privilege log identifying the specified information explaining the basis for the assertion. This subpoena does not require the production of any documents that have already been produced to the staff.

Please read the subpoena and this letter carefully. This letter answers some questions you may have about the subpoena. You should also read the enclosed SEC Form 1662. You must comply with the subpoena. You may be subject to a fine and/or imprisonment if you do not. The subpoena requires you to produce documents.

Unless otherwise indicated, the subpoena requires the production of original materials. For your convenience and at your expense, however, you may for now satisfy this requirement by producing copies of the documents specified. If you do produce copies, you should maintain the originals. I will notify you if and when they are required. Your production should comply with the guidelines set forth in the enclosed SEC Data Delivery Standards, including as corresponding native file production.s

The staff specifically requests that you preserve and retain all documents, as the term documents is defined in the subpoena, in your possession, custody or control, that are responsive



Keisha Perry, Esq.
August 3, 2015
Page 2 of 3

to the subpoena or that in any way refer, reflect or relate to the information or materials requested in the enclosed subpoena, specifically including, but in no way limited to, all electronic forms of communication.

Please send the documents described in the attachment to the subpoena on or before August 10, 2015, at 5:00 p.m. to:

ENF-CPU
U.S. Securities and Exchange Commission
100 F St., N.E., Mailstop 5973
Washington, DC 20549-5973

with a duplicate production to my attention at:

William S. Dixon, Staff Attorney
U.S. Securities and Exchange Commission
950 East Paces Ferry Rd., Suite 900
Atlanta, GA 30326

For smaller electronic productions under 10MB in size, the materials may be emailed to the following email address: ENF-CPU@sec.gov.

Passwords for documents, files, compressed archives, and encrypted media should be provided separately either via email addressed to ENF-CPU@sec.gov. or in a separate cover letter mailed separately from the data.

The Commission staff may use the documents produced pursuant to the subpoena in this investigation according to the List of Routine Uses of Information contained in SEC Form 1662.

Testifying

Where and when do I testify?

The subpoena requires you to come to the Commission's offices at 10 a.m. on August 18, 2015, to testify under oath in the matter identified on the subpoena. Your testimony will be recorded by audio and stenographic means.

Other Important Information

May I have a lawyer help me respond to the subpoena?

Yes. You have the right to consult with and be represented by your own lawyer in this matter. Your lawyer may also advise and accompany you when you testify. We cannot give you legal advice.

What will the Commission do with the materials I send?

Keisha Perry, Esq.
August 3, 2015
Page 3 of 3

The enclosed SEC Form 1662 includes a List of Routine Uses of information provided to the Commission. This form has other important information for you. Please read it carefully.

Has the Commission determined that anyone has done anything wrong?

This investigation is a non-public, fact-finding investigation. We are trying to determine whether there have been any violations of the federal securities laws. The investigation and the subpoena do not mean that we have concluded that you or anyone else has broken the law. Also, the investigation does not mean that we have a negative opinion of any person, entity or security.

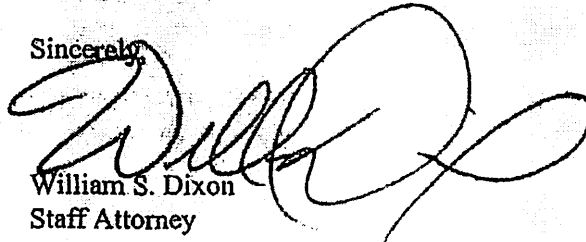
Important Policy Concerning Settlements

Please note that, in any matter in which enforcement action is ultimately deemed to be warranted, the Division of Enforcement will not recommend any settlement to the Commission unless the party wishing to settle certifies, under penalty of perjury, that all documents responsive to Commission subpoenas and formal and informal document requests in this matter have been produced.

I have read this letter, the subpoena, and the SEC Form 1662, but I still have questions. What should I do?

If you have any other questions, please call me at (404) 842-7615 or, in my absence, please call Assistant Regional Director Aaron W. Lipson at (404) 842-7694.

Sincerely,

A handwritten signature in black ink, appearing to read 'William S. Dixon', written in a cursive style.

William S. Dixon
Staff Attorney

Enclosures: Subpoena (including attachment)
SEC Form 1662
SEC Data Delivery Standards



SUBPOENA

UNITED STATES OF AMERICA
SECURITIES AND EXCHANGE COMMISSION

Atlantis Capital LLC. (A-03649)

To: Keisha Perry, Esq.
c/o The Perry Law Group, LLC
600 W Peachtree St., Suite 1560
Atlanta, GA 30308

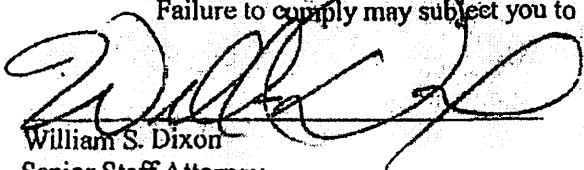
X YOU MUST PRODUCE everything specified in the Attachment to this subpoena to officers of the Securities and Exchange Commission, located at Subpoena to ENF-CPU, U.S. Securities and Exchange Commission, 100 F St., N.E., Mailstop 5973, Washington, DC 20549-5973, on or before August 10, 2015, at 5:00 p.m.

X YOU MUST TESTIFY before officers of the Securities and Exchange Commission, one Tuesday, August 18, 2015, at 10:00 a.m. at the Atlanta Regional Office of the Securities and Exchange Commission, 950 E. Paces Ferry Road, Suite 900, Atlanta, GA 30326.

FEDERAL LAW REQUIRES YOU TO COMPLY WITH THIS SUBPOENA.

Failure to comply may subject you to a fine and/or imprisonment.

By:


William S. Dixon
Senior Staff Attorney
U.S. Securities and Exchange Commission
Atlanta Regional Office
950 E. Paces Ferry Rd. Suite 950
Atlanta, GA 30326

Date: August 3, 2015

I am an officer of the Securities and Exchange Commission authorized to issue subpoenas in this matter. The Securities and Exchange Commission has issued a formal order authorizing this investigation under Section 20(a) of the Securities Act of 1933 and Section 21(a) of the Securities Exchange Act of 1934.

NOTICE TO WITNESS: If you claim a witness fee or mileage, submit this subpoena with the claim voucher.

SECURITIES AND EXCHANGE COMMISSION
SUBPOENA ATTACHMENT

Keisha Perry, Esq.

I.s INSTRUCTIONS AND DEFINITIONSs

This subpoena calls for the production of documents, in accordance with the following general requirements:

A. Preservation of Original Documentss

You, including your executives, employees, and other agents, must preserve and maintain all original documents responsive to this subpoena that you do not produce for any reason and you must keep the original documents in a safe place. You may be required to produce the original documents at a later date. You must further preserve all computers and portable hardware devices used by you and anyone in your household since January 1, 2011. This should include, but not be limited to, Subscriber Identity Module (SIM) cards, connecting cables, power connectors, batteries, cradle, adapter cards, memory cards, flash cards, and security instruments such as hardware encryption or password devices. This should also include electronic data associated with those devices on other computers such as native, synchronization, or backup files like Apple iTunes iPhone backup files or Research In Motion's BlackBerry Inter@ctive Pager Backup/Restore (IPD) files.s

B. Duplicate Documents

Unless otherwise specified, each request for documents or other materials calls for the production of the original and all copies and drafts of the same document. However, if two documents or other items are exact duplicates, you are required to produce only one of them. Documents that contain written comments, notes, corrections or to which have been attached or appended additional material are not to be construed as exact duplicates and, therefore, must be produced. Similarly, documents that are preceded by facsimile transmission cover sheets or which contain facsimile confirmations of receipt are not to be construed as exact duplicates.

C.s Possession, Custody or Controls

You are required to submit all subpoenaed items that are in your possession or in your custody, or under your control. Items under your control or in your custody, but not in your immediate possession, are required to be obtained and submitted by you.

D.s Numbering the Documentss

If you produce photocopies of documents, please put an identifying notation on each page of each document to indicate that it was produced by you, and number the pages of all the documents submitted. Please make sure the notation and number do not conceal any writing

or marking on the document. If you produce original documents, please do not add any identifying notations or page numbers.

E. a Index and Logsa

1.a Please submit an index of all documents that you produce and identify the subpoena paragraph and/or subparagraph number(s) to which the documents relate.

2.a Please submit a log of any documents responsive to this subpoena that you do not produce based on the claim of privilege. Please state in the log: (a) the name, address, and position of the creator(s) of the document; (b) the creation date; (c) a brief description of the document, including its subject matter, the document title (if any) and the number of pages in the document; (d) the name, address, and position of the person who has the document now, or the last person known to have it; (e) the name, address, and position of all persons known to have been furnished the document or a copy of the document, or informed of its substance, and the relationship of all such persons to the creator(s) of the document; (f) the particular privilege claimed and a full description of the factual grounds upon which the document is being withheld; (g) all facts which, objectively viewed, may raise an issue regarding whether the privilege has been waived; (h) if the basis for the privilege is an attorney-client privilege or attorney work product protection, the name and address of the attorney and client involved; and (i) the specific request in the subpoena to which the document relates. At this time, the staff is not requesting that any person or entity waive its attorney-client privilege. a

3. Please submit a log of any documents responsive to this subpoena that are known to you but are not presently in your possession, custody or control. Please state in the log the present or last known locations and custodians of the document, and the name and address of the persons most likely to have relevant knowledge regarding the document.

4. Please produce a log of any documents responsive to this subpoena that have been destroyed, discarded, or lost. Please state in the log: (a) the name, address, and position of the creator(s) of the document; (b) the creation date; (c) a brief description of the document, including its subject matter, the document title (if any) and the number of pages in the document; (d) the name, address, and position of the last person known to have the document; (e) the name, address, and position of all persons known to have been furnished the document or a copy of the document, or informed of its substance, and the relationship of all such persons to the creator(s) of the document; (f) the date, manner and reason the document was destroyed, lost, or discarded; (g) the names and addresses of all persons who were involved in destroying, discarding or losing the document, and all persons who authorized that the document be destroyed or discarded; (h) the names and addresses of all persons who might still have a copy of the document or any part of it; and (i) the specific request in the subpoena to which the document relates.

F. Certain Definitions

1.a As used in this subpoena, the term "documents" means all records and other tangible forms of expression in your possession, custody or control, drafts or finished versions, originals, copies or annotated copies, however created, produced or stored (manually, mechanically, electronically or otherwise), including, but not limited to, letters and other

correspondence, facsimiles, interoffice communications, books, notes, contracts and other agreements, financial records (including bank account statements, brokerage account statements, trade confirmations, front and reverse sides of bank checks, wire transfer records, and deposit and withdrawal records), front and reverse sides of stock certificates, invoices, bills, drafts for money, records of payment, accounting documents, bookkeeping documents, files, reports, memoranda, ledger sheets, slips, tickets, worksheets, logs, calendars, datebooks, diaries, schedules, itineraries, manuals, telegrams, telexes, messages of any type, telephone records, notices, instructions, summaries, notes or minutes of conversations or meetings, file folder markings, and any other organizational indicia, purchase orders, information recorded by photographic process, including microfilm and microfiche, computer printouts, spreadsheets, and other electronically stored information, including but not limited to writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations that are stored in any medium from which information can be retrieved, obtained, manipulated, or translated, including but not limited to Internet web pages, Internet chat room postings, instant message communications, tape recordings, videotapes, voice mail messages, e-mails, disks (including CDs and DVDs), computer hard drives, USB flash drives, personal data assistants, and cellular telephone text messages.

2.c Documents produced in electronic or magnetic form shall include related hardware, software, documentation, and security instruments as defined, outlined, and detailed below:

a. Hardware - Computer hardware consists of all equipment which can collect, analyze, create, display, convert, store, conceal, or transmit electronic, magnetic, optical, or similar computer impulses or data. Hardware includes (but is not limited to) any data-processing devices (such as personal computers, workstations, smartphones, central processing units, memory typewriters, and self-contained "laptop" or "notebook" computers); servers (file, application, and communication); internal and peripheral storage devices (such as fixed disks, external hard disks, floppy disk drives and diskettes, tape drives and tapes, optical storage devices, and other memory storage devices), peripheral input/output devices (such as keyboards, printers, scanners, plotters, video display monitors, and optical readers); and related communications devices (such as modems, cables and connections, recording equipment, RAM or ROM units, or parts that can be used to restrict access to computer hardware (such as physical keys and locks).o

b. Software - Computer software is digital information which can be interpreted by a computer and any of its related components to direct the way they work. Software is stored in electronic, magnetic, optical, or other digital form. It commonly includes programs to run operating systems, applications (word-processing, graphics, or spreadsheet programs), utilities, compilers, interpreters, and communications programs.

c. Documentation - Computer-related documentation consists of written, recorded, printed, or electronically stored material which explains

or illustrates how to configure or use computer hardware, software, or other related items.

d.o Security Instruments - Computer passwords and other data security devices are designed to restrict access to or hide data, information, software, or documentation. Security instruments may consist of hardware, software, or other programming code. A password is an example of a security instrument which functions as a digital key to allow or disallow access to particular data security devices. Security instruments also include hardware, which may include encryption devices, microchips, and adapter cards. Data security software or digital code may include programming code that maintains security functions when activated. Security instrument software or code may also encrypt, compress, hide, or cause for destruction any protected data to make it inaccessible or unusable, as well as reverse the process to restore it. o

3.o As used in this subpoena, a document "evidencing, relating to, or pertaining to" a given subject matter means any document or communication that constitutes, contains, embodies, comprises, reflects, identifies, states, refers to, deals with, comments on, responds to, describes, analyzes, or in any way relates to that subject, including without limitation, documents concerning the presentation of other documents. Documents concerning the presentation of other documents include, but are not limited to, cover sheets, transmittal sheets, and documents identifying the source, destination or number of pages of a document transmitted via telephone wire or received via telephone wire.

o 4. As used in this subpoena, the term "person" means any individual or any entity within or outside of the United States, including, but not limited to, any business or legal formation such as a sole proprietorship, corporation, trust, limited liability company, or partnership, any governmental entity or association, and any international business company or other offshore entity.

6.o As used in this subpoena, the terms "You," "you," "Your," or "your" mean Keisha Perry, The Perry Law Group, LLC and any affiliates or related entities, and any organization owned by you or in which you have a financial or ownership interest.

G. Rules of Construction

The following rules of construction apply to this subpoena:

- 1.o the terms "all" and "each" shall be construed as all and each;
2. the connectors "and" and "or" means both connectors collectively and should be interpreted as "and/or" if necessary to bring within the scope of the subpoena all responses that might otherwise be construed to be outside of its scope; and
3. the use of the singular form of any word includes the plural and vice versa.o

H. Compliance with Data Delivery Standards

To the extent possible, please comply with the attached Data Delivery Standards, including a corresponding production of native format files.

II. DOCUMENTS TO BE PRODUCED

For the period from January 1, 2010, through the date of your responses, produce any and all:

- A.s Documents evidencing, relating to, or pertaining to your relationships with Jeffrey D. Smith, Joseph Carswell, Brad Howell, Mike Fullard and/or Carol Fullard;s
- B.s Documents sufficient to identify all organizations or entities for which you are or have been an owner, officer, director, general partner, managing member or control person;s
- C.s Documents sufficient to identify all organizations or entities for which you are acting or have acted as a Paymaster, or as a disbursement agent or escrow agent for any investment opportunity;
- D.s All documents evidencing, relating to, or pertaining to your activities as a Paymaster, or as a disbursement agent or escrow agent for any investment opportunity, including, but not limited to disbursement logs, contracts, escrow agreements, and/or evidence of payment for services rendered as a Paymaster, or as a disbursement agent or escrow agent for any investment opportunity;
- E.s Documents sufficient to identify all entities in which you have had a financial or ownership interest;s
- F.s Documents sufficient to identify any domestic or foreign personal or corporate bank accounts, financial accounts, credit card accounts, or brokerage accounts operated or held by or on behalf of you, or any member of your household, including the account holder name, account number, and the name of the applicable financial institution or credit card issuer. In addition, for all such accounts, provide copies of the account statements for the last thirty-six (36) months and related checks (front and back), wire transfer confirmations with full detail, and documents evidencing all deposits and withdrawals;s
- G.s All documents evidencing, relating to or pertaining to any communications with Jeffrey Smith, Joseph Carswell, Brad Howell, Mike Fullard, Carol Fullard, Clifford Hardwick, Jayson Colavalla, Mike Sarver, Jody McConkey and/or any entities known by you to be associated with them including, but not limited to, emails, notes, texts, Skype, VOIP or other electronically recorded conversations, transcripts, printed documents, or other documents;s

- H.s All documents evidencing, relating to, or pertaining to any business ventures, investment programs, or profit generating businesses involving non-recourse loans, bank guarantees, medium term notes, long term notes, or standby letters of credit in any manner;
- I.s All documents evidencing, relating to, or pertaining to all moneys, good, services or anything of value received by you from or given by you to Jeffery Smith, Joseph Carswell, Brad Howell, Mike Fullard, Carol Fullard, Clifford Hardwick, Jayson Colavalla, Mike Sarver, Jody McConkey and/or any other entity in whichs you have or had a financial interest from any person including, but not limited to, financial statements, balance sheets, spread sheets, bank statements, electronics transfers of funds, electronic transfers of digital currency, deposit forms, cancelled checks, and wire transfer confirmations with full detail;
- J.s Documents sufficient to identify all computers, portable hardware devices, and telecommunications devices used by you or any person in your household. This should include make, model, serial number, provider name (e.g., carrier), Electronic Serial Number (ESN), Mobile Equipment Identity (MEID), International Mobile Subscriber Identity (IMSI), Integrated Circuit Card Identifiers (ICCID), or International Mobile Equipment Identifier (IMEI). Provide a chain of custody identifying the person(s) in physical possession of the device(s), as well as the physical location of such device(s); and
- K. Full forensic images of all computers, portable hardware devices, and telecommunications devices used by you or any person in your household and any electronic data associated with those devices on other computers.

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Supplemental Information for Persons Requested to Supply
Information Voluntarily or Directed to Supply Information
Pursuant to a Commission Subpoena

A.n False Statements and Documents

Section 1001 of Title 18 of the United States Code provides as follows:

[W]hoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully--

(1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;

(2) makes any materially false, fictitious, or fraudulent statement or representation; or

(3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry;

shall be fined under this title, imprisoned not more than 5 years . . . or both.

B.n Testimony

If your testimony is taken, you should be aware of the following:

1.n *Record.* Your testimony will be transcribed by a reporter. If you desire to go off the record, please indicate this to the Commission employee taking your testimony, who will determine whether to grant your request. The reporter will not go off the record at your, or your counsel's, direction.

2.n *Counsel.* You have the right to be accompanied, represented and advised by counsel of your choice. Your counsel may advise you before, during and after your testimony; question you briefly at the conclusion of your testimony to clarify any of the answers you give during testimony; and make summary notes during your testimony solely for your use. If you are accompanied by counsel, you may consult privately.

If you are not accompanied by counsel, please advise the Commission employee taking your testimony if, during the testimony, you desire to be accompanied, represented and advised by counsel. Your testimony will be adjourned once to afford you the opportunity to arrange to be so accompanied, represented or advised.

You may be represented by counsel who also represents other persons involved in the Commission's investigation. This multiple representation, however, presents a potential conflict of interest if one client's interests are or may be adverse to another's. If you are represented by counsel who also represents other persons involved in the investigation, the Commission will assume that you and counsel have discussed and resolved all issues concerning possible conflicts of interest. The choice of counsel, and the responsibility for that choice, is yours.

3.n *Transcript Availability.* Rule 6 of the Commission's Rules Relating to Investigations, 17 CFR 203.6, states:

A person who has submitted documentary evidence or testimony in a formal investigative proceeding shall be entitled, upon written request, to procure a copy of his documentary evidence or a transcript of his testimony on payment of the appropriate fees: *Provided, however,* That in a nonpublic formal investigative proceeding the Commission may for good cause deny such request. In any event, any witness, upon proper identification, shall have the right to inspect the official transcript of the witness' own testimony.

If you wish to purchase a copy of the transcript of your testimony, the reporter will provide you with a copy of the appropriate form. Persons requested to supply information voluntarily will be allowed the rights provided by this rule.

4 *Perjury.* Section 1621 of Title 18 of the United States Code provides as follows:

Whoever--

(1) having taken an oath before a competent tribunal, officer, or person, in any case in which a law of the United States authorizes an oath to be administered, that he will testify, declare, depose, or certify truly, or that any written testimony, declaration, deposition, or certificate by him subscribed, is true, willfully and contrary to such oath states or subscribes any material matter which he does not believe to be true; or

(2) in any declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material matter which he does not believe to be true; is guilty of perjury and shall, except as otherwise expressly provided by law, be fined under this title or imprisoned not more than five years, or both.

5. *Fifth Amendment and Voluntary Testimony.* Information you give may be used against you in any federal, state, local or foreign administrative, civil or criminal proceeding brought by the Commission or any other agency.

You may refuse, in accordance with the rights guaranteed to you by the Fifth Amendment to the Constitution of the United States, to give any information that may tend to incriminate you.

If your testimony is not pursuant to subpoena, your appearance to testify is voluntary, you need not answer any question, and you may leave whenever you wish. Your cooperation is, however, appreciated.

6. *Formal Order Availability.* If the Commission has issued a formal order of investigation, it will be shown to you during your testimony, at your request. If you desire a copy of the formal order, please make your request in writing.

C. Submissions and Settlements

Rule 5(c) of the Commission's Rules on Informal and Other Procedures, 17 CFR 202.5(c), states:

Persons who become involved in . . . investigations may, on their own initiative, submit a written statement to the Commission setting forth their interests and position in regard to the subject matter of the investigation. Upon request, the staff, in its discretion, may advise such persons of the general nature of the investigation, including the indicated violations as they pertain to them; and the amount of time that may be available for preparing and submitting a statement prior to the presentation of a staff recommendation to the Commission for the commencement of an administrative or injunction proceeding. Submissions by interested persons should be forwarded to the appropriate Division Director or Regional Director with a copy to the staff members conducting the investigation and should be clearly referenced to the specific investigation to which they relate. In the event a recommendation for the commencement of an enforcement proceeding is presented by the staff, any submissions by interested persons will be forwarded to the Commission in conjunction with the staff memorandum.

The staff of the Commission routinely seeks to introduce submissions made pursuant to Rule 5(c) as evidence in Commission enforcement proceedings when the staff deems appropriate.

Rule 5(f) of the Commission's Rules on Informal and Other Procedures, 17 CFR 202.5(f), states:

In the course of the Commission's investigations, civil lawsuits, and administrative proceedings, the staff, with appropriate authorization, may discuss with persons involved the disposition of such matters by consent, by settlement, or in some other manner. It is the policy of the Commission, however, that the disposition of any such matter may not, expressly or impliedly, extend to any criminal charges that have been, or may be, brought against any such person or any recommendation with respect thereto. Accordingly, any person involved in an enforcement matter before the Commission who consents, or agrees to consent, to any judgment or order does so solely for the purpose of resolving the claims against him in that investigative, civil, or administrative matter and not for the purpose of resolving any criminal charges that have been, or might be, brought against him. This policy reflects the fact that neither the Commission nor its staff has the authority or responsibility for instituting, conducting, settling, or otherwise disposing of criminal proceedings. That authority and responsibility are vested in the Attorney General and representatives of the Department of Justice.

D. Freedom of Information Act

The Freedom of Information Act, 5 U.S.C. 552 (the "FOIA"), generally provides for disclosure of information to the public. Rule 83 of the Commission's Rules on Information and Requests, 17 CFR 200.83, provides a procedure by which a person can make a written request that information submitted to the Commission not be disclosed under the FOIA. That rule states that no determination as to the validity of such a request will be made until a request for disclosure of the information under the FOIA is received. Accordingly, no response to a request that information not be disclosed under the FOIA is necessary or will be given until a request for disclosure under the FOIA is received. If you desire an acknowledgment of receipt of your written request that information not be disclosed under the FOIA, please provide a duplicate request, together with a stamped, self-addressed envelope.

E. Authority for Solicitation of Informations

Persons Directed to Supply Information Pursuant to Subpoena. The authority for requiring production of information is set forth in the subpoena. Disclosure of the information to the Commission is mandatory, subject to the valid assertion of any legal right or privilege you might have.

Persons Requested to Supply Information Voluntarily. One or more of the following provisions authorizes the Commission to solicit the information requested: Sections 19 and/or 20 of the Securities Act of 1933; Section 21 of the Securities Exchange Act of 1934; Section 321 of the Trust Indenture Act of 1939; Section 42 of the Investment Company Act of 1940; Section 209 of the Investment Advisers Act of 1940; and 17 CFR 202.5. Disclosure of the requested information to the Commission is voluntary on your part.

F. Effect of Not Supplying Information

Persons Directed to Supply Information Pursuant to Subpoena. If you fail to comply with the subpoena, the Commission may seek a court order requiring you to do so. If such an order is obtained and you thereafter fail to supply the information, you may be subject to civil and/or criminal sanctions for contempt of court. In addition, if the subpoena was issued pursuant to the Securities Exchange Act of 1934, the Investment Company Act of 1940, and/or the Investment Advisers Act of 1940, and if you, without just cause, fail or refuse to attend and testify, or to answer any lawful inquiry, or to produce books, papers, correspondence, memoranda, and other records in compliance with the subpoena, you may be found guilty of a misdemeanor and fined not more than \$1,000 or imprisoned for a term of not more than one year, or both.

Persons Requested to Supply Information Voluntarily. There are no direct sanctions and thus no direct effects for failing to provide all or any part of the requested information.

G. Principal Uses of Information

The Commission's principal purpose in soliciting the information is to gather facts in order to determine whether any person has violated, is violating, or is about to violate any provision of the federal securities laws or rules for which the Commission has enforcement authority, such as rules of securities exchanges and the rules of the Municipal Securities Rulemaking Board. Facts developed may, however, constitute violations of other laws or rules. Information provided may be used in Commission and other agency enforcement proceedings. Unless the Commission or its staff explicitly agrees to the contrary in writing, you should not assume that the Commission or its staff acquiesces in, accedes to, or concurs or agrees with any position, condition, request, reservation of right, understanding, or any other statement that purports, or may be deemed, to be or to reflect a limitation upon the Commission's receipt, use, disposition, transfer, or retention, in accordance with applicable law, of information provided.

H. Routine Uses of Information

The Commission often makes its files available to other governmental agencies, particularly United States Attorneys and state prosecutors. There is a likelihood that information supplied by you will be made available to such agencies where appropriate. Whether or not the Commission makes its files available to other governmental agencies is, in general, a confidential matter between the Commission and such other governmental agencies.

Set forth below is a list of the routine uses which may be made of the information furnished.

1. To appropriate agencies, entities, and persons when (a) it is suspected or confirmed that the security or confidentiality of information in the system of records has been compromised; (b) the SEC has determined that, as a result of the suspected or confirmed compromise, there is a risk of harm to economic or property interests, identity theft or fraud, or harm to the security or integrity of this system or other systems or programs (whether maintained by the SEC or another agency or entity) that rely upon the compromised information; and (c) the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the SEC's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm.

2. To other federal, state, local, or foreign law enforcement agencies; securities self-regulatory organizations; and foreign financial regulatory authorities to assist in or coordinate regulatory or law enforcement activities with the SEC.

3. To national securities exchanges and national securities associations that are registered with the SEC, the Municipal Securities Rulemaking Board; the Securities Investor Protection Corporation; the Public Company Accounting Oversight Board; the federal banking authorities, including, but not limited to, the Board of Governors of the Federal Reserve System, the Comptroller of the Currency, and the Federal Deposit Insurance Corporation; state securities regulatory agencies or organizations; or regulatory authorities of a foreign government in connection with their regulatory or enforcement responsibilities.

4. By SEC personnel for purposes of investigating possible violations of, or to conduct investigations authorized by, the federal securities laws.
5. In any proceeding where the federal securities laws are in issue or in which the Commission, or past or present members of its staff, is a party or otherwise involved in an official capacity.
6. In connection with proceedings by the Commission pursuant to Rule 102(e) of its Rules of Practice, 17 CFR 201.102(e).
7. To a bar association, state accountancy board, or other federal, state, local, or foreign licensing or oversight authority; or professional association or self-regulatory authority to the extent that it performs similar functions (including the Public Company Accounting Oversight Board) for investigations or possible disciplinary action.
8. To a federal, state, local, tribal, foreign, or international agency, if necessary to obtain information relevant to the SEC's decision concerning the hiring or retention of an employee; the issuance of a security clearance; the letting of a contract; or the issuance of a license, grant, or other benefit.
9. To a federal, state, local, tribal, foreign, or international agency in response to its request for information concerning the hiring or retention of an employee; the issuance of a security clearance; the reporting of an investigation of an employee; the letting of a contract; or the issuance of a license, grant, or other benefit by the requesting agency, to the extent that the information is relevant and necessary to the requesting agency's decision on the matter.
10. To produce summary descriptive statistics and analytical studies, as a data source for management information, in support of the function for which the records are collected and maintained or for related personnel management functions or manpower studies; may also be used to respond to general requests for statistical information (without personal identification of individuals) under the Freedom of Information Act.
11. To any trustee, receiver, master, special counsel, or other individual or entity that is appointed by a court of competent jurisdiction, or as a result of an agreement between the parties in connection with litigation or administrative proceedings involving allegations of violations of the federal securities laws (as defined in section 3(a)(47) of the Securities Exchange Act of 1934, 15 U.S.C. 78c(a)(47)), or pursuant to the Commission's Rules of Practice, 17 CFR 201.100-900 or the Commission's Rules of Fair Fund and Disgorgement Plans, 17 CFR 201.1100-1106, or otherwise, where such trustee, receiver, master, special counsel, or other individual or entity is specifically designated to perform particular functions with respect to, or as a result of, the pending action or proceeding or in connection with the administration and enforcement by the Commission of the federal securities laws or the Commission's Rules of Practice or the Rules of Fair Fund and Disgorgement Plans.
12. To any persons during the course of any inquiry, examination, or investigation conducted by the SEC's staff, or in connection with civil litigation, if the staff has reason to believe that the person to whom the record is disclosed may have further information about the matters related therein, and those matters appeared to be relevant at the time to the subject matter of the inquiry.
13. To interns, grantees, experts, contractors, and others who have been engaged by the Commission to assist in the performance of a service related to this system of records and who need access to the records for the purpose of assisting the Commission in the efficient administration of its programs, including by performing clerical, stenographic, or data analysis functions, or by reproduction of records by electronic or other means. Recipients of these records shall be required to comply with the requirements of the Privacy Act of 1974, as amended, 5 U.S.C. 552a.
14. In reports published by the Commission pursuant to authority granted in the federal securities laws (as such term is defined in section 3(a)(47) of the Securities Exchange Act of 1934, 15 U.S.C. 78c(a)(47)), which authority shall include, but not be limited to, section 21(a) of the Securities Exchange Act of 1934, 15 U.S.C. 78u(a).
15. To members of advisory committees that are created by the Commission or by Congress to render advice and recommendations to the Commission or to Congress, to be used solely in connection with their official designated functions.
16. To any person who is or has agreed to be subject to the Commission's Rules of Conduct, 17 CFR 200.735-1 to 200.735-18, and who assists in the investigation by the Commission of possible violations of the federal securities laws (as such term is defined in section 3(a)(47) of the Securities Exchange Act of 1934, 15 U.S.C. 78c(a)(47)), in the preparation or conduct of enforcement actions brought by the Commission for such violations, or otherwise in connection with the Commission's enforcement or regulatory functions under the federal securities laws.

17. To a Congressional office from the record of an individual in response to an inquiry from the Congressional office made at the request of that individual.

18.a To members of Congress, the press, and the public in response to inquiries relating to particular Registrants and their activities, and other matters under the Commission's jurisdiction.a

19. To prepare and publish information relating to violations of the federal securities laws as provided in 15 U.S.C. 78c(a)(47)), as amended.

20.a To respond to subpoenas in any litigation or other proceeding.

21.a To a trustee in bankruptcy.

22.a To any governmental agency, governmental or private collection agent, consumer reporting agency or commercial reporting agency, governmental or private employer of a debtor, or any other person, for collection, including collection by administrative offset, federal salary offset, tax refund offset, or administrative wage garnishment, of amounts owed as a result of Commission civil or administrative proceedings.

* * * * *

Small Business Owners: The SEC always welcomes comments on how it can better assist small businesses. If you would like more information, or have questions or comments about federal securities regulations as they affect small businesses, please contact the Office of Small Business Policy, in the SEC's Division of Corporation Finance, at 202-551-3460. If you would prefer to comment to someone outside of the SEC, you can contact the Small Business Regulatory Enforcement Ombudsman at <http://www.sba.gov/ombudsman> or toll free at 888-REG-FAIR. The Ombudsman's office receives comments from small businesses and annually evaluates federal agency enforcement activities for their responsiveness to the special needs of small business.



U.S. Securities and Exchange Commission

Data Delivery Standards

This document describes the technical requirements for paper and electronic document productions to the U.S. Securities and Exchange Commission (SEC). ****Any proposed file formats other than those described below must be discussed with the legal and technical staff of the SEC Division of Enforcement prior to submission.****

General Instructions	1
Delivery Formats.....	2
I. Concordance® Imaged Productions	2
1.. Images	2
2.. Concordance Image® or Opticon Cross-Reference File.....	2
3.. Concordance® Data File.....	3
4.. Text	3
5. Linked Native Files	3
II. Native File Productions without loadfiles.....	3
III. Adobe PDF File Productions.....	3
IV.. Audio Files	4
V.. Video Files.....	4
VI.. Electronic Trade and Bank Records	4
VII. Electronic Phone Records.....	4

General Instructions

Electronic files must be produced in their native format, i.e., the format in which they are ordinarily used and maintained during the normal course of business. For example, an MS Excel file must be produced as an MS Excel file rather than an image of a spreadsheet. (Note: An Adobe PDF file is not considered a native file unless the document was initially created as a PDF.)

In the event produced files require the use of proprietary software not commonly found in the workplace, the SEC will explore other format options with the producing party.

The proposed use of file de-duplication methodologies or *computer-assisted review* or *technology-assisted review* (TAR) during the processing of documents must be discussed with and approved by the legal and technical staff of the Division of Enforcement (ENF). If your production will be de-duplicated it is vital that you 1) preserve any unique metadata associated with the duplicate files, for example, custodian name, and; 2) make that unique metadata part of your production to the SEC.

General requirements for ALL document productions are:

- 1.d A cover letter should be included with each production and include the following:
 - a.d A list of each piece of media included in the production with its unique production volume number
 - b. A list of custodians, identifying the Bates range for each custodian.
 - c.d The time zone in which the emails were standardized during conversion.
- 2.d Data can be produced on CD, DVD, thumb drive, etc., using the media requiring the least number of deliverables and labeled with the following:
 - a.d Case number
 - b. Production dated
 - c. Producing party
 - d.d Bates ranged
- 3.d All submissions must be organized by custodian unless otherwise instructed.
- 4.d All document family groups, i.e. email attachments, embedded files, etc., should be produced together and children files should follow parent files sequentially in the Bates numbering.
5. All load-ready collections should include only one data load file and one image pointer file.
- 6.d All load-ready text must be produced as separate text files.
- 7.d All load-ready collections should account for custodians in the custodian field.
- 8.d Audio files should be separated from data files if both are included in the production.
- 9.d Only alphanumeric characters and the underscore character are permitted in file names and folder names. Special characters are not permitted.
10. All data productions must be produced using industry standard self-extracting encryption software.
11. Passwords for documents, files, compressed archives and encrypted media must be provided separately either via email or in a separate cover letter from the media.
- 12.d All productions should be produced free of computer viruses.
- 13.d Additional technical descriptions can be found in the addendum to this document.

Please note that productions that come via United States Postal Service are subject to Mail Irradiation, as a result electronic productions may be damaged.

Delivery Formats

1.d *Concordance*® Imaged Productions

The SEC prefers that all documents and data be produced in a structured format prepared for Concordance. All scanned paper electronic file collections should be converted to TIFF files, Bates numbered, and include fully searchable text files.

1.d Images

- a.d Black and white images must be 300 DPI Group IV single-page TIFF files.
- b.d Color images must be produced in JPEG format.
- b.d File names cannot contain embedded spaces or special characters (including the comma).
- c.d Folder names cannot contain embedded spaces or special characters (including the comma).
- d.d All TIFF image files must have a unique file name, i.e. Bates number.
- e.d Images must be endorsed with sequential Bates numbers in the lower right corner of each image.
- f.d The number of TIFF files per folder should not exceed 500 files.
- g.d Excel spreadsheets should have a placeholder image named by the Bates number of the file.
- h.d AUTOCAD/photograph files should be produced as a single page JPEG file.

2.c Concordance Image® OR Opticon Cross-Reference File

The image cross-reference file to link the images to the database should be a comma-delimited file consisting of seven fields per line with a line in the cross-reference file for every image in the database with the following format:

ImageID, VolumeLabel, ImageFilePath, DocumentBreak, FolderBreak, BoxBreak, Page

3.c Concordance® Data File

The data file (.DAT) contains all of the fielded information that will be loaded into the Concordance® database.

a.c The first line of the .DAT file must be a header row identifying the field names.c

b.c The .DAT file must use the following Concordance® default delimiters:

Comma ¶ ASCII character (020)

Quote ¢ ASCII character (254)c

c.c Date fields should be provided in the format: mm/dd/yyyy

d.c Date and time fields must be two separate fields.c

e.c If the production includes imaged emails and attachments, the attachment fields must be included to preserve the parent/child relationship between an email and its attachments. c

f.c An OCRPATH field must be included to provide the file path and name of the extracted text file on the produced storage media. The text file must be named after the FIRSTBATES. Do not include the text in the .DAT file.c

g.c For production with native files, a NATIVELINK field must be included to provide the file path and name of the native file on the produced storage media. c

h.c BEGATT and ENDATT fields must be two separate fields.

i.c A complete list of metadata fields is available in Addendum A to this document.c

4.c Text

Text must be produced as separate text files, not as fields within the .DAT file. The full path to the text file (OCRPATH)c should be included in the .DAT file. We require document level ANSI text files, named per the FIRSTBATES/Image Key.c (Please note in the cover letter if any non-ANSI text files are included in the production.) Extracted text must be in a separate folder, one text file per document. The number of files per folder should not exceed 500 files. There should be no special characters (including commas in the folder names). For redacted documents, provide the full text for the redacted version.

5.c Linked Native Files

Copies of original email and native file documents/attachments must be included for all electronic productions.c

a.c Native file documents must be named per the FIRSTBATES number. c

b. The full path of the native file must be provided in the .DAT file for the LINK field.c

c.c The number of native files per folder should not exceed 500 files.c

II. Native File Production without Loadfiles

With prior approval, native files may be produced without loadfiles. The files must be produced as they are maintained in the normal course of business and organized by custodian-named file folders. When approved, Outlook (.PST) and Lotus Notes (.NSF) email files may be produced in native file format. A separate folder should be provided for each custodian.

III. Adobe PDF File Production

With prior approval, Adobe PDF files may be produced in native file format.

1.c PDF files should be produced in separate folders named by the custodian. The folders should not contain any special characters (including commas).c

2.c All PDFs must be unitized at the document level, i.e., each PDF should represent a discrete document.c

3.c All PDF files must contain embedded text that includes all discernible words within the document, not selected text or image only. This requires all layers of the PDF to be flattened first.

4.c If PDF files are Bates endorsed, the PDF files must be named by the Bates range.c

IV.1 Audio Files

Audio files from telephone recording systems must be produced in a format that is playable using Microsoft Windows Media Player™. Additionally, the call information (metadata) related to each audio recording MUST be provided. The metadata file must be produced in a delimited text format. Field names must be included in the first row of the text file. The metadata must include, at a minimum, the following fields:

- 1) Caller Name: Caller's name or account/identification number
- 2) Originating Number: Caller's phone number
- 3) Called Party Name: Called party's name
- 4) Terminating Number: Called party's phone number
- 5) Date: Date of call
- 6) Time: Time of call
- 7) Filename: Filename of audio file

V.1 Video Files

Video files must be produced in a format that is playable using Microsoft Windows Media Player™.

VI. Electronic Trade and Bank Records

When producing electronic trade and bank records, provide the files in one of the following formats:

- 1.1 MS Excel spreadsheet with header information detailing the field structure. If any special codes exist in the dataset, a separate document must be provided that details all such codes. If details of the field structure do not fit in the header, a separate document must be provided that includes such details.
- 2.1 Delimited text file with header information detailing the field structure. The preferred delimiter is a vertical bar "|". If any special codes exist in the dataset, a separate document must be provided that details all such codes. If details of the field structure do not fit in the header, a separate document must be provided that includes such details.

VII. Electronic Phone Records

When producing electronic phone records, provide the files in the following format:

- 1.1 MS Excel spreadsheet with header information detailing the field structure. If any special codes exist in the dataset, a separate document must be provided that details all such codes. If details of the field structure do not fit in the header, a separate document must be provided that includes such details. Data must be formatted in its native format (i.e. dates in a date format, numbers in an appropriate numerical format, and numbers with leading zeroes as text).
 - a.1 The metadata that must be included is outline in Addendum B of this document. Each field of data must be loaded into a separate column. For example, Date and Start Time must be produced in separate columns and not combined into a single column containing both pieces of information. Any fields of data that are provided in addition to those listed in Addendum B must also be loaded into separate columns.

ADDENDUM A

The metadata of electronic document collections should be extracted and provided in a .DAT file using the field definition and formatting described below:

Field Name	Sample Data	Description
FIRSTBATES	EDC0000001	First Bates number of native file document/email
LASTBATES	EDC0000001	Last Bates number of native file document/email **The LASTBATES field should be populated for single page documents/emails.
ATTACHRANGE	EDC0000001 - EDC0000015	Bates number of the first page of the parent document to the Bates number of the last page of the last attachment "child" document
BEGATTACH	EDC0000001	First Bates number of attachment ranges
ENDATTACH	EDC0000015	Last Bates number of attachment range
PARENT_BATES	EDC0000001	First Bates number of parent document/Email **This PARENT_BATES field should be populated in each record representing an attachment "child" document
CHILD_BATES	EDC0000002; EDC0000014	First Bates number of "child" attachment(s); can be more than one Bates number listed depending on the number of attachments **The CHILD_BATES fields should be populated in each record representing a "parent" documents
CUSTODIAN	Smith, John	Email: mailbox where the email resided Native: Individual from whom the document originated
FROM	John Smith	Email: Sender Native: Author(s) of document **semi-colon should be used to separate multiple entries
TO	Coffman, Janice; LeeW [mailto:LeeW@MSN.com]	Recipient(s) **semi-colon should be used to separate multiple entries
CC	Frank Thompson [mailto:frank_Thompson@cdt.com]	Carbon copy recipient(s) **semi-colon should be used to separate multiples entries
BCC	John Cuin	Blind carbon copy recipient(s) **semi-colon should be used to separate multiple entries
SUBJECT	Board Meeting Minutes	Email: Subject line of the email Native: Title of document (if available)
DATE_SENT	10/12/2010	Email: Date the email was sent Native: (empty)
TIME_SENT/TIME_ZONE	07:05 PM GMT	Email: Time the email was sent/ Time zone in which the emails were standardized during conversion. Native: (empty) **This data must be a separate field and cannot be combined with the DATE_SENT field;
TIME_ZONE	GMT	The time zone in which the emails were standardized during conversion. Email: Time zone Native: (empty)

U.S. Securities and Exchange Commission
Data Delivery Standards

LINK	D:\001\EDC\000001.msg	Hyperlink to the email or native file document **The linked file must be named per the FIRSTBATES number
MIME_TYPE	MSG	The content type of an Email or native file document as identified/extracted from the header
FILE_EXTEN	MSG	The file type extension representing the Email or native file document; will vary depending on the email format
AUTHOR	John Smith	Email: (empty) Native: Author of the document
DATE_CREATED	10/10/2010	Email: (empty) Native: Date the document was created
TIME_CREATED	10:25 AM	Email: (empty) Native: Time the document was created **This data must be a separate field and cannot be combined with the DATE_CREATED field
DATE_MOD	10/12/2010	Email: (empty) Native: Date the document was last modified
TIME_MOD	07:00 PM	Email: (empty) Native: Time the document was last modified **This data must be a separate field and cannot be combined with the DATE_MOD field
DATE_ACCESSD	10/12/2010	Email: (empty) Native: Date the document was last accessed
TIME_ACCESSD	07:00 PM	Email: (empty) Native: Time the document was last accessed **This data must be a separate field and cannot be combined with the DATE_ACCESSD field
PRINTED_DATE	10/12/2010	Email: (empty) Native: Date the document was last printed
FILE_SIZE	5,952	Size of native file document/email in KB
PGCOUNT	1	Number of pages in native file document/email
PATH	J:\Shared\Smith\October Agenda.doc	Email: (empty) Native: Path where native file document was stored including original file name.
INTFILEPATH	Personal Folders\Deleted Items\Board Meeting Minutes.msg	Email: original location of email including original file name. Native: (empty)
INTMSGID	<000805c2c71b\$75977050\$cb8306d1@MSN>	Email: Unique Message ID Native: (empty)
MD5HASH	d131dd02c5e6eec4693d9a0698af95c2fcab58712467eab4004583cb8fb7f89	MD5 Hash value of the document.
OCRPATH	TEXT/001/EDC0000001.txt	Path to extracted text of the native file

Sample Image Loadfile:

```

IMG0000001,,E:\001\IMG0000001.TIF,Y,,,
IMG0000002,,E:\001\IMG0000002.TIF,,,,
IMG0000003,,E:\001\IMG0000003.TIF,,,,
IMG0000004,,E:\001\IMG0000003.TIF,Y,,,
IMG0000005,,E:\001\IMG0000003.TIF,Y,,,
IMG0000006,,E:\001\IMG0000003.TIF,,,,

```

ADDENDUM B

For Electronic Phone Records, include the following fields in separate columns:

For Calls:

- 1)a Account Number
- 2)a Connection Date -- Date the call was received or made
- 3)a Connection Time -- Time call was received or made
- 4)a Seizure Time -- Time it took for the call to be placed in seconds
- 5)a Originating Number -- Phone that placed the call
- 6)a Terminating Number -- Phone that received the call
- 7)a Elapsed Time -- The length of time the call lasted, preferably in seconds
- 8)a End Time -- The time the call ended
- 9)a Number Dialed -- Actual number dialed
- 10) IMEI Originating -- Unique id to phone used to make call
- 11) IMEI Terminating -- Unique id to phone used to receive call
- 12) IMSI Originating -- Unique id to phone used to make call
- 13)a IMSI Terminating -- Unique id to phone used to receive call
- 14)a Call Codes -- Identify call direction or other routing information
- 15)a Time Zone -- Time Zone in which the call was received or placed, if applicable

For Text messages:

- 1)a Account Number
- 2) Connection Date -- Date the text was received or made
- 3) Connection Time -- Time text was received or made
- 4)a Originating Number -- Who placed the text
- 5)a Terminating Number -- Who received the text
- 6)a IMEI Originating -- Unique id to phone used to make text
- 7)a IMEI Terminating -- Unique id to phone used to receive text
- 8) IMSI Originating -- Unique id to phone used to make text
- 9)a IMSI Terminating -- Unique id to phone used to receive text
- 10)a Text Code -- Identify text direction, or other text routing information
- 11)a Text Type Code -- Type of text message (sent SMS, MMS, or other)
- 12)a Time Zone -- Time Zone in which the call was received or placed, if applicable

For Mobile Data Usage:

- 1)a Account Number
- 2)a Connection Date -- Date the data was received or made
- 3)a Connection Time -- Time data was received or made
- 4)a Originating number -- Number that used data
- 5)a IMEI Originating -- Unique id of phone that used data
- 6) IMSI Originating -- Unique id of phone that used data
- 7)a Data or Data codes -- Identify data direction, or other data routing information
- 8) Time Zone -- Time Zone in which the call was received or placed, if applicable

UPS CampusShip: View/Print Label

- 1.eEnsure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.e
- 2.eFold the printed label at the solid line below. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.e
- 3.eGETTING YOUR SHIPMENT TO UPS.e
 Customers with a Daily Pickupe
 Your driver will pickup your shipment(s) as usual.e

Customers without a Daily Pickupe

Take your package to any location of The UPS Store® , UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.e

Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.e

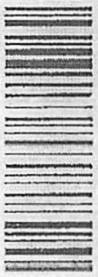
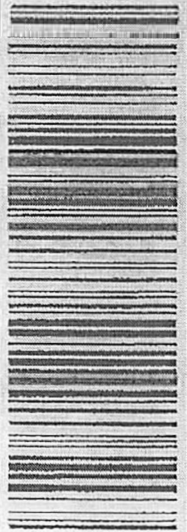

Hand the package to any UPS driver in your area.e

UPS Access Point™
 THE UPS STORE
 3535 PEACHTREE RD NE
 ATLANTA ,GA 30326

UPS Access Point™
 THE UPS STORE
 4060 PEACHTREE RD
 ATLANTA ,GA 30319

UPS Access Point™
 THE UPS STORE
 2625 PIEDMONT RD NE
 ATLANTA ,GA 30324

FOLD HERE

BRIAN HUSKEY 4048425769 SEC-ATL REGIONAL 950 EAST PACES PERRY RD NE ATLANTA GA 30326	0.0 LBS LTR 1 OF 1	SHIP TO: ATTN: KEISHA PERRY, ESQ. THE PERRY LAW GROUP, LLC SUITE 1560 600 WEST PEACHTREE STREET NW ATLANTA GA 30308-3602	GA 303 9-02 	UPS NEXT DAY AIR TRACKING #: 1Z A37 49A A2 9390 7070 	 BILLING: P/P ADULT SIGNATURE REQUIRED-MIN 21 Reference # 1: A-3649 <small>CS 11 5 27 WNT1100 56.0A 07/2015</small>
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THE PERRY LAW GROUP, LLC

600 West Peachtree Street, Suite 1560

Atlanta, GA 30308

www.perrylawgroup.com

Telephone: 404-733-0201

Facsimile: 404-733-0109

II-C. Declined based on Client Privilege

II-F Declined Based on Client Privilege

II-H N/A

II-J. Computer ID Numberse

Lenovo Yoga S/N CB29492179
Keisha Perry (Location varies based on
my travel.)

HP Pavillion S/N CND9232858
The Perry Law Group
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308

HP Envy S/N SND226ZFW3
The Perry Law Group
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308

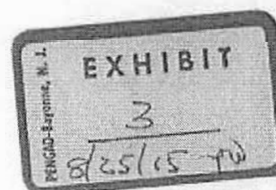
HP All-In One S/N CS0124JF
The Perry Law Group
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308

HP All In One S/N 4CE3520CBR
The Perry Law Group
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308

HP All In One S/N 3CR1120QX4
The Perry Law Group
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308

HP Pavilion S/N MXU93202H9
The Perry Law Group
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308

Maxtor S/N 2HA1YSF7
The Perry Law Group
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308



THE PERRY LAW GROUP, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308
www.perrylawgroup.com

Telephone: 404-733-0201

Facsimile: 404-733-0109

August 10, 2015

U.S. Securities and Exchange Commission
Atlanta Regional Office
950 East Paces Ferry Road, Suite 950
Atlanta, GA 30326-1382

RE: Atlantis Capital, LLC/Keisha Perry Document Production

II-C. Documents sufficient to identify all organizations or entities for which you are acting or have acted as a Paymaster, or as a disbursement agent or escrow agent for any investment opportunity:

(a) Name/Address/Position of the Creator of the Documents

Keisha Perrye
600 West Peachtree Street, Suite 1560e
Atlanta, GA 30308e
Owner of The Perry Law Groupe

(b) Creation Date: Jan 2008 with yearly modification.

(c) Document Description: Each client that signs up with us for Paymaster Services completes five documents which are attached hereto for review. They include the Paymaster Service Agreement, W-9, Identification Document, Banking Information, and Client Information Sheet.

(d) Each Paymaster Registration File is maintained electronically at The Perry Law Group on its hard drives. Clients who register with us may use our services for real estate, business purchase transactions, services rendered etc. Although from the period of 2010 to 2015, we have had in excess of 2,000 clients registered with us for Paymaster services, we have served as Paymaster for about 20-25 clients which actually utilized the Firm's service whereby we received and disbursed funds pursuant to parties' instructions.

(h) We are asserting the claim of attorney client privilege. The list of Clients are listed below:

Name of Attorney	Name of Client
------------------	----------------



THE PERRY LAW GROUP, LLC
 600 West Peachtree Street, Suite 1560
 Atlanta, GA 30308
 www.perrylawgroup.com

Telephone: 404-733-0201

Facsimile: 404-733-0109

Keisha Perry, Esq.	Joseph Carswell, Ezekiel Johnson, Norbert Dean Cobb, Losa Peters, Jeffrey Smith, Ruben Gomez, Carol and Mike Fullard, Andrew Berrones, Benjamin Penfield, Kevin Williams

II-F. Documents sufficient to identify any domestic or foreign personal or corporate bank accounts, financial accounts, credit card accounts, or brokerage accounts operated or held by you or any member of your household including account holder name, account number, and the name of the applicable financial institution or credit card issuer.

For the purpose of responding to this inquiry, I have provided the account information below. As I was waiting for the opinion from the State Bar as to whether this information would fall under client privilege, I do not have 36 months of statements. I have provided the information for the months that I have and have requested the other to be provided when received.

Institution Name	Account Number (Redacted)	Account Holder Name
Wells Fargo	*****42428606	The Perry Law Group
Wells Fargo	*****42428088	The Perry Law Group
Wells Fargo	*****0681e	The Perry Law Group
Suntrust	*****53553961e	The Perry Law Group
Suntrust	*****40655234e	The Perry Law Group
Suntrust	*****84256444e	The Perry Law Group
Suntrust	*****5586623e	Keisha Perrye
American Express	*****1003	Keisha Perrye
American Express	*****1002	The Perry Law Group
Citi	*****0959	Keisha Perrye

THE PERRY LAW GROUP, LLC

101 Marietta Street NW, Ste. 2600

Atlanta, GA 30303

paymaster@theperrylawgroup.com

Telephone: 404-589-3581

Facsimile: 404-589-3586

October 19, 2009

Jeffery Smith


[REDACTED]
Lithonia, GA [REDACTED]

RE: Paymaster Registration Confirmation

Dear Mr. Smith:

This letter serves as confirmation that as of October 19, 2009 you are registered with The Perry Law Group ("The Firm") as your paymaster. The Firm shall serve in the capacity of an escrow agent by which The Firm shall hold and disburse funds according to your instructions as evidenced in any contracts, fee protection agreements, sub-agreements, etc. that are submitted to the Firm. Your contractual relationship with the Firm is backed by Attorney-Client privilege. All funds shall be held in The Firm's Interest On Lawyer's Trust Account as evidenced in the attachment hereto. All funds shall be paid out immediately as stated in the relevant Contract and Paymaster Service Agreement unless funds are received after the cut-off time for the day. In the event that funds are received after the cut-off time, the funds shall be disbursed the next business day. All funds received by 3:30pm EST shall be disbursed the same day as funds are transmitted and released by the banking institution. All funds received after 3:30pm EST shall be disbursed the next business day. Should you have any questions or changes to your account, please contact us immediately.

Sincerely,



Domonique Fines
Legal Assistant



THE PERRY LAW GROUP, LLC

196 Peachtree Street, Suite 308
Atlanta, GA 30303
perrylawgroup@aol.com

Telephone: 404-589-3581

Facsimile: 404-589-3586

PAYMASTER SERVICE AGREEMENT

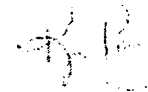
This agreement dated as of this 15 day of October 2009, 2009 outlines the paymaster services to be provided by The Perry Law Group, LLC, (hereinafter referred to as PLG), to Clear Thinking Enterprises, (hereinafter referred to as the Client).

The Client agrees to pay PLG according to this Letter of Agreement all amounts due pursuant to the schedule contained as Attachment "A". It is mutually understood that this Letter of Agreement and Attachments are binding and any amounts paid by the Client as the fee to PLG are irrevocable. PLG will undertake to disburse all commissions in accordance to the Fee Agreement submitted by Client. Client acknowledges that PLG's fee shall be deducted prior to any disbursements to Client. For its services, PLG will charge the CLIENT the sum as detailed in Attachment "A".

In addition, the CLIENT shall indemnify, defend, and hold PLG and its executors, administrators, Directors and Officers harmless from and against any and all liabilities, damages, costs, expenses and/or other losses (including reasonable attorney's fees) whatsoever which PLG may suffer by and from the actions of the CLIENT or its employees, agents, heirs or assigns hired on its behalf; or arbitration or litigation entered into on behalf of the CLIENT.

Client agrees to execute The Sub Fee Agreement for each transaction in which PLG shall serve as paymaster. Client must submit a Fee Agreement to PLG for each transaction outlining how funds are to be disbursed. For new Clients, each party must complete and submit a signed W-9 form to PLG for tax purposes. Client certifies that all submitted information is accurate to the best of Client's knowledge.

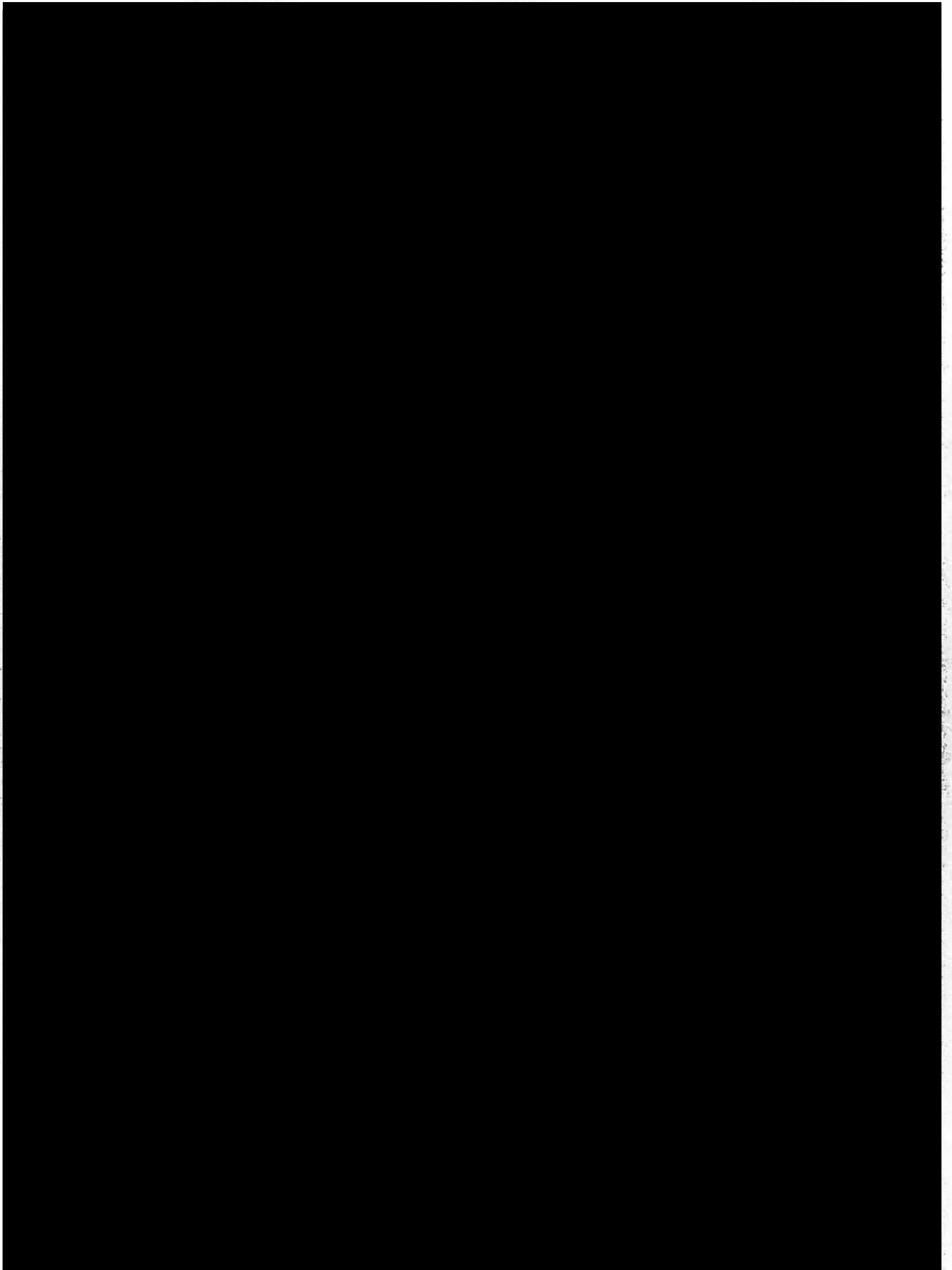
Sincerely,



Keisha R. Perry

ACCEPTED AND AGREED BY:

By:  _____



THE PERRY LAW GROUP, LLC

101 Marietta Street NW, Ste. 2600
Atlanta, GA 30303
paymaster@theperrylawgroup.com

Telephone: 404-589-3581

Facsimile: 404-589-3586

November 18, 2009

Joseph Carswell Jr.
3535 Peachtree Rd. NE
Atlanta, GA 30326

RE: Paymaster Registration Confirmation

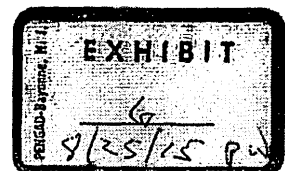
Dear Mr. Carswell:

This letter serves as confirmation that as of November 18, 2009 you are registered with The Perry Law Group ("The Firm") as your paymaster. The Firm shall serve in the capacity of an escrow agent by which The Firm shall hold and disburse funds according to your instructions as evidenced in any contracts, fee protection agreements, sub-agreements, etc. that are submitted to the Firm. Your contractual relationship with the Firm is backed by Attorney-Client privilege. All funds shall be held in The Firm's Interest On Lawyer's Trust Account as evidenced in the attachment hereto. All funds shall be paid out immediately as stated in the relevant Contract and Paymaster Service Agreement unless funds are received after the cut-off time for the day. In the event that funds are received after the cut-off time, the funds shall be disbursed the next business day. All funds received by 3:30pm EST shall be disbursed the same day as funds are transmitted and released by the banking institution. All funds received after 3:30pm EST shall be disbursed the next business day. Should you have any questions or changes to your account, please contact us immediately.

Sincerely,



Domonique Fines
Legal Assistant



THE PERRY LAW GROUP, LLC
108 Peachtree Street, Suite 1400
Atlanta, GA 30309
perrylawgroup@att.net

Telephone: 404-589-3581

Facsimile: 404-589-3586

PAYMASTER SERVICE AGREEMENT

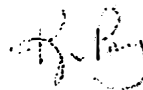
This agreement dated as of this 10th day of OCTOBER, 2008 outlines the paymaster services to be provided by The Perry Law Group, LLC, (hereinafter referred to as PLG), to JOSEPH CARSWELL, (hereinafter referred to as the Client).

The Client agrees to pay PLG according to this Letter of Agreement all amounts due pursuant to the schedule contained as Attachment "A". It is mutually understood that this Letter of Agreement and Attachments are binding and any amounts paid by the Client as the fee to PLG are irrevocable. PLG will undertake to disburse all commissions in accordance to the Fee Agreement submitted by Client. Client acknowledges that PLG's fee shall be deducted prior to any disbursements to Client. For its services, PLG will charge the CLIENT the sum as detailed in Attachment "A".

In addition, the CLIENT shall indemnify, defend, and hold PLG and its executors, administrators, Directors and Officers harmless from and against any and all liabilities, damages, costs, expenses and/or other losses (including reasonable attorney's fees) whatsoever which PLG may suffer by and from the actions of the CLIENT or its employees, agents, heirs or assigns hired on its behalf; or arbitration or litigation entered into on behalf of the CLIENT.

Client agrees to execute The Sub Fee Agreement for each transaction in which PLG shall serve as paymaster. Client must submit a Fee Agreement to PLG for each transaction outlining how funds are to be disbursed. For new Clients, each party must complete and submit a signed W-9 form to PLG for tax purposes. Client certifies that all submitted information is accurate to the best of Client's knowledge.

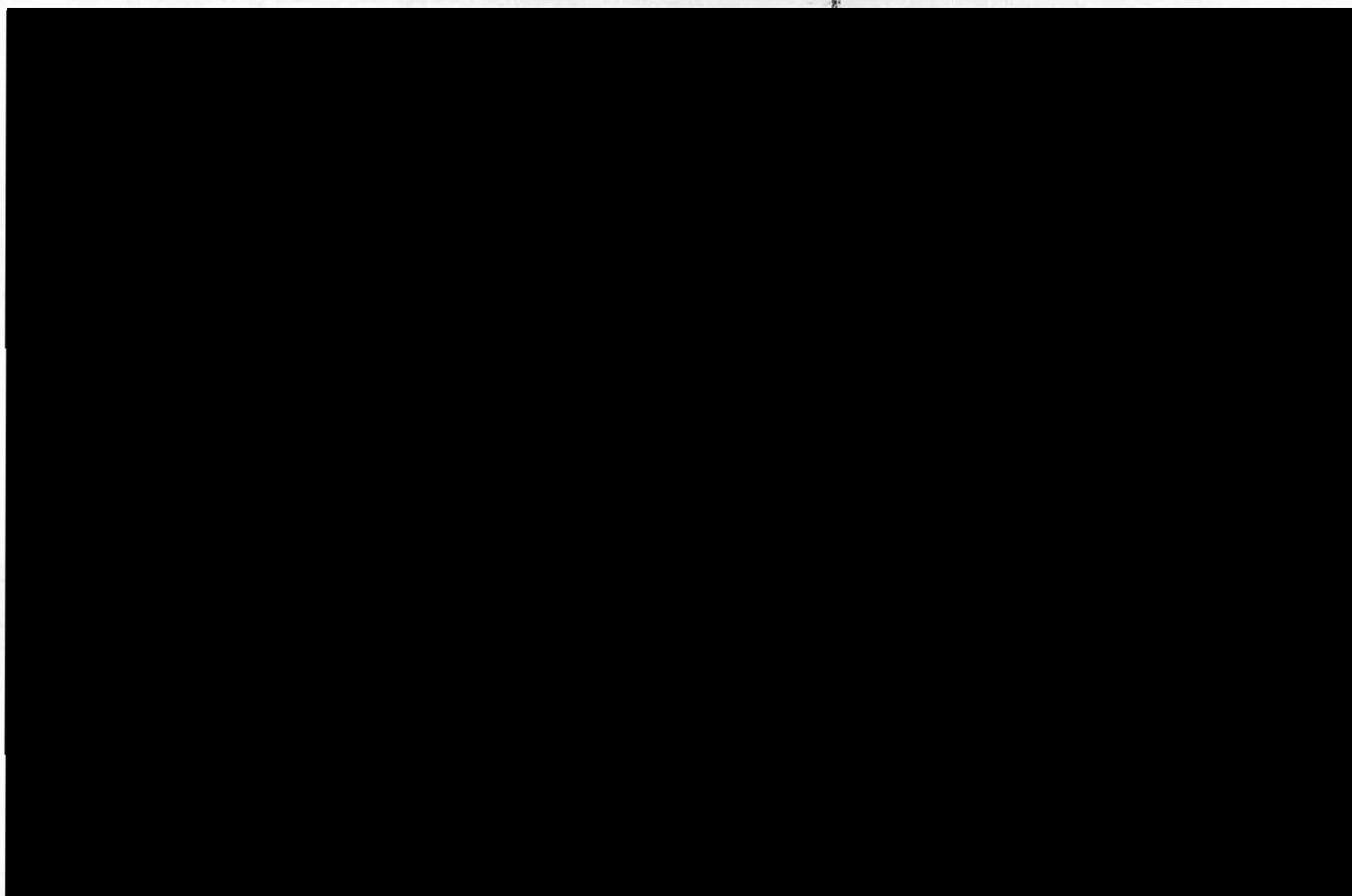
Sincerely,



Keisha R. Perry

ACCEPTED AND AGREED BY:

By: Joseph Carswell



THE PERRY LAW GROUP, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308
www.perrylawgroup.com

Telephone: 404-733-0201

Facsimile: 404-733-0109

May 26, 2011

RE: Paymaster Registration Confirmation

Mr. Michael Fullard

Myrtle Beach, SC

Dear Mr. Fullard:

This letter serves as confirmation that you are registered with The Perry Law Group ("The Firm") as your paymaster. The Firm shall serve in the capacity to receive and disburse funds according to any instructions as evidenced in any contracts, fee protection agreements, sub-agreements, wire instructions etc. that are submitted to the Firm. Your contractual relationship with the Firm is backed by confidentiality. All funds shall be sent into The Firm's Interest On Lawyer's Trust Account. We will provide you with the Firm's banking details once you provide us written notice that your deal is closing and provide us with viable proof that funds are to be received on your behalf. All funds shall be paid out as stated in the relevant Contract and Paymaster Service Agreement unless funds are received after the cut-off time for the day. In the event that funds are received after the cut-off time, the funds shall be disbursed the next business day. All funds received by 3:30pm EST shall be disbursed the same day as funds are transmitted and released by the banking institution. All funds received after 3:30pm EST shall be disbursed the next business day. Nothing contained herein shall obligate the Firm to serve as your legal counsel with regard to any transaction. By serving as your paymaster, The Firm does not warrant or attest to the validity of any transaction in which you may engage. This relationship can be terminated at any time by providing written notice to the Firm of your intent to do so; however any sums due and owing to the Firm shall survive termination. Should you have any questions or changes to your account, please contact us immediately.

Sincerely,

Keisha R. Perry
Keisha R. Perry
Attorney



THE PERRY LAW GROUP, LLC

600 West Peachtree Street, Suite 1560

Atlanta, GA 30308

www.perrylawgroup.com

Telephone: 404-733-0201

Facsimile: 404-733-0109

PAYMASTER SERVICE AGREEMENT

This agreement dated as of this 19th day of MAY, 2011 outlines the paymaster services to be provided by The Perry Law Group, LLC, (hereinafter referred to as PLG), to Mike Fullard/ Bartlette Associates LLC, (hereinafter referred to as the Client).

The Client agrees to pay PLG according to this Letter of Agreement all amounts due pursuant to the schedule contained as Attachment "A". It is mutually understood that this Paymaster Service Agreement and Attachments are binding and any amounts paid by the Client as the fee to PLG are irrevocable and non-refundable. PLG will undertake to disburse all commissions and amounts received by PLG in accordance to the Fee Agreement, wire instructions, or letter of direction submitted by Client. Client acknowledges that PLG's fee shall be deducted prior to any disbursements to Client and shall be deemed earned once funds are received in PLG's account. For its services, PLG will charge the CLIENT the sum as detailed in Attachment "A". Client acknowledges that in the event that no escrow agreement is executed with PLG, then the funds will be paid according to the last given written instructions from the Fee Agreement, wire instructions, or letter of direction.

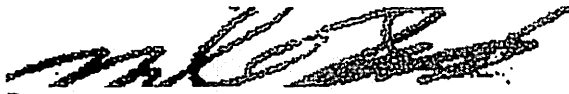
In addition, the CLIENT shall indemnify, defend, and hold PLG and its executors, administrators, Directors and Officers harmless from and against any and all liabilities, damages, costs, expenses and/or other losses (including reasonable attorney's fees) whatsoever which PLG may suffer by and from the actions of the CLIENT or its employees, agents, heirs or assigns hired on its behalf, or arbitration or litigation entered into on behalf of the CLIENT.

Client agrees to execute The Sub Fee Agreement, wire instructions, or letter of direction for each transaction in which PLG shall serve as Paymaster. Client must submit a Fee Agreement to PLG for each transaction outlining how funds are to be disbursed. Client acknowledges that absent written instructions, PLG will disburse funds according to the wire instructions received by its bank. For new Clients, each party must complete and submit a signed W-9 form to PLG for tax purposes. Client certifies that all submitted information is accurate to the best of Client's knowledge.

Sincerely,

Keisha R. Perry

ACCEPTED AND AGREED BY:

By: 

CLIENT INFORMATION SHEET

THE CLIENT

Mr. _____

Ms. _____

Name (Signatory): MIKE FULLARD Nationality: USA

Place of Birth: Fayetteville, North Carolina DOB: [REDACTED]

Passport Number: [REDACTED] Passport Issued By: NC

Address: [REDACTED] BLVD MYRTLE BEACH, [REDACTED]

Country: USA

Telephone Number: [REDACTED]

Cellular Number: [REDACTED]

Facsimile: 866-837-7870

Email: [REDACTED]@yahoo.com

THE COMPANY

Name: Bartette Associates LLC

Address 4733 Highway 17, MYRTLE BEACH SC 29577

EIN: _____

Telephone Number: 843-238-3600

Facsimile 866-238-3600

Email Address: [REDACTED]@yahoo.com

THE BANK

Name: Wachovia

Address: 2110 Oak st

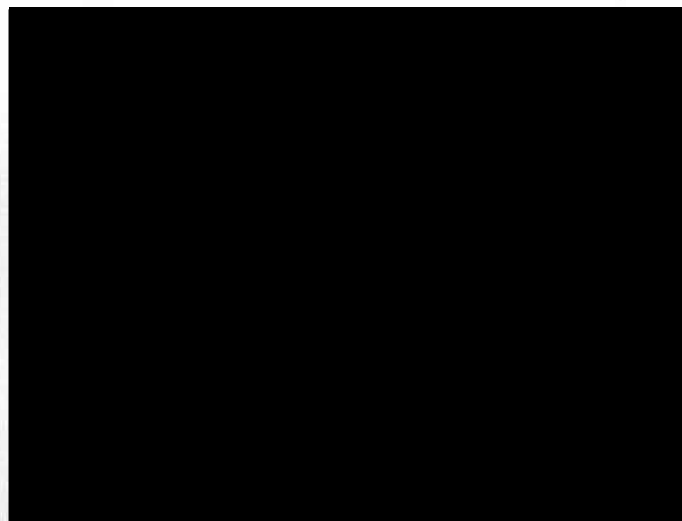
City: Myrtle Beach

Country: USA

Bank Officer Name: Account MIKE Fullard
ROUTING- 053207766

Account Number: [REDACTED]

Account Signatory: Mike Fullard



MIKE [REDACTED]

MYRTLE BEACH SC. [REDACTED]

[REDACTED]

Handwritten signature

5-25-11

Payee Account Information

Bank Name: Wachovia/Wellsfargo

Bank Address: 2110 oak st Myrtle Beach SC 29577

Account Number: [REDACTED]

Routing Number: 053207766

Swift Number: [REDACTED]

Bank Tel: 843-448-2688

Bank Fax: NA

Bank Officer: Keith

Account Name: MIKE FULLARD

THE PERRY LAW GROUP, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308
www.perrylawgroup.com

Telephone: 404-733-0201

Facsimile: 404-733-0109

June 21, 2011

RE: Paymaster Registration Confirmation

Mr. Bradley Howell

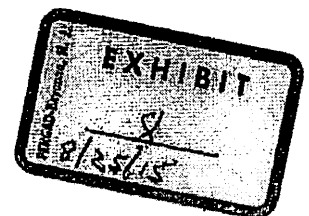
Georgetown, IN

Dear Mr. Howell:

This letter serves as confirmation that you are registered with The Perry Law Group ("The Firm") as your paymaster. The Firm shall serve in the capacity to receive and disburse funds according to any instructions as evidenced in any contracts, fee protection agreements, sub-agreements, wire instructions etc. that are submitted to the Firm. Your contractual relationship with the Firm is backed by confidentiality. All funds shall be sent into The Firm's Interest On Lawyer's Trust Account. We will provide you with the Firm's banking details once you provide us written notice that your deal is closing and provide us with viable proof that funds are to be received on your behalf. All funds shall be paid out as stated in the relevant Contract and Paymaster Service Agreement unless funds are received after the cut-off time for the day. In the event that funds are received after the cut-off time, the funds shall be disbursed the next business day. All funds received by 3:30pm EST shall be disbursed the same day as funds are transmitted and released by the banking institution. All funds received after 3:30pm EST shall be disbursed the next business day. Nothing contained herein shall obligate the Firm to serve as your legal counsel with regard to any transaction. By serving as your paymaster, The Firm does not warrant or attest to the validity of any transaction in which you may engage. This relationship can be terminated at any time by providing written notice to the Firm of your intent to do so; however any sums due and owing to the Firm shall survive termination. Should you have any questions or changes to your account, please contact us immediately.

Sincerely,

/s/ Keisha R. Perry
Keisha R. Perry
Attorney



THE PERRY LAW GROUP, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308
www.perrylawgroup.com

Telephone: 404-733-0201

Facsimile: 404-733-0109

PAYMASTER SERVICE AGREEMENT

This agreement dated as of this 14 day of JUNE, 2011, outlines the paymaster services to be provided by The Perry Law Group, LLC, (hereinafter referred to as PLG), to BRAD HOWEL (hereinafter referred to as the Client)

The Client agrees to pay PLG according to this Letter of Agreement all amounts due pursuant to the schedule contained as Attachment "A". It is mutually understood that this Paymaster Service Agreement and Attachments are binding and any amounts paid by the Client as the fee to PLG are irrevocable and non-refundable. PLG will undertake to disburse all commissions and amounts received by PLG in accordance to the Fee Agreement, wire instructions, or letter of direction submitted by Client. Client acknowledges that PLG's fee shall be deducted prior to any disbursements to Client and shall be deemed earned once funds are received in PLG's account. For its services, PLG will charge the CLIENT the sum as detailed in Attachment "A". Client acknowledges that in the event that its escrow agreement is executed with PLG, then the funds will be paid according to the last given written instructions from the Fee Agreement, wire instructions, or letter of direction.

In addition, the CLIENT shall indemnify, defend, and hold PLG and its executors, administrators, Directors and Officers harmless from and against any and all liabilities, damages, costs, expenses and/or other losses (including reasonable attorney's fees) whatsoever which PLG may suffer by and from the actions of the CLIENT or its employees, agents, heirs or assigns hired on its behalf, or arbitration or litigation entered into on behalf of the CLIENT.

Client agrees to execute The Sub Fee Agreement, wire instructions, or letter of direction for each transaction in which PLG shall serve as Paymaster. Client must submit a Fee Agreement to PLG for each transaction outlining how funds are to be disbursed. Client acknowledges that absent written instructions, PLG will disburse funds according to the wire instructions received by its bank. For new Clients, each party must complete and submit a signed W-9 form to PLG for tax purposes. Client certifies that all submitted information is accurate to the best of Client's knowledge.

Sincerely,

Keisha R. Perry

ACCEPTED AND AGREED BY:

By Brad Howel

CLIENT INFORMATION SHEET

THE CLIENT

Mr. X__

Ms. _____

Name (Signatory): Brad Howell__ Nationality: _____

Place of Birth: Louisville, KY _____ DOB: [REDACTED] _____

Passport Number: DL [REDACTED] Passport Issued By: Indiana DL

Address: [REDACTED] Georgetown, IN [REDACTED] _____

Country: USA _____ Telephone Number: _____

Cellular Number: [REDACTED] _____

Facsimile: _____ Email: [REDACTED]@yahoo.com

THE COMPANY

Name: _____

Address: _____

EIN: _____

Telephone Number: _____ Facsimile: _____

Email Address: _____

THE BANK

Name: JP Morgan Chase _____ Address: 9600 Linn Station Road Louisville, KY 40222

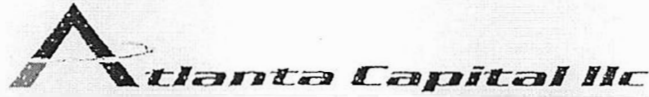
City: Louisville _____ Country: USA _____

Bank Officer Name: Travis Grimes _____ Account Name: Business _____

Account Number: [REDACTED] _____ Account Signatory: Brad Howell _____

Routing Number: 083000137

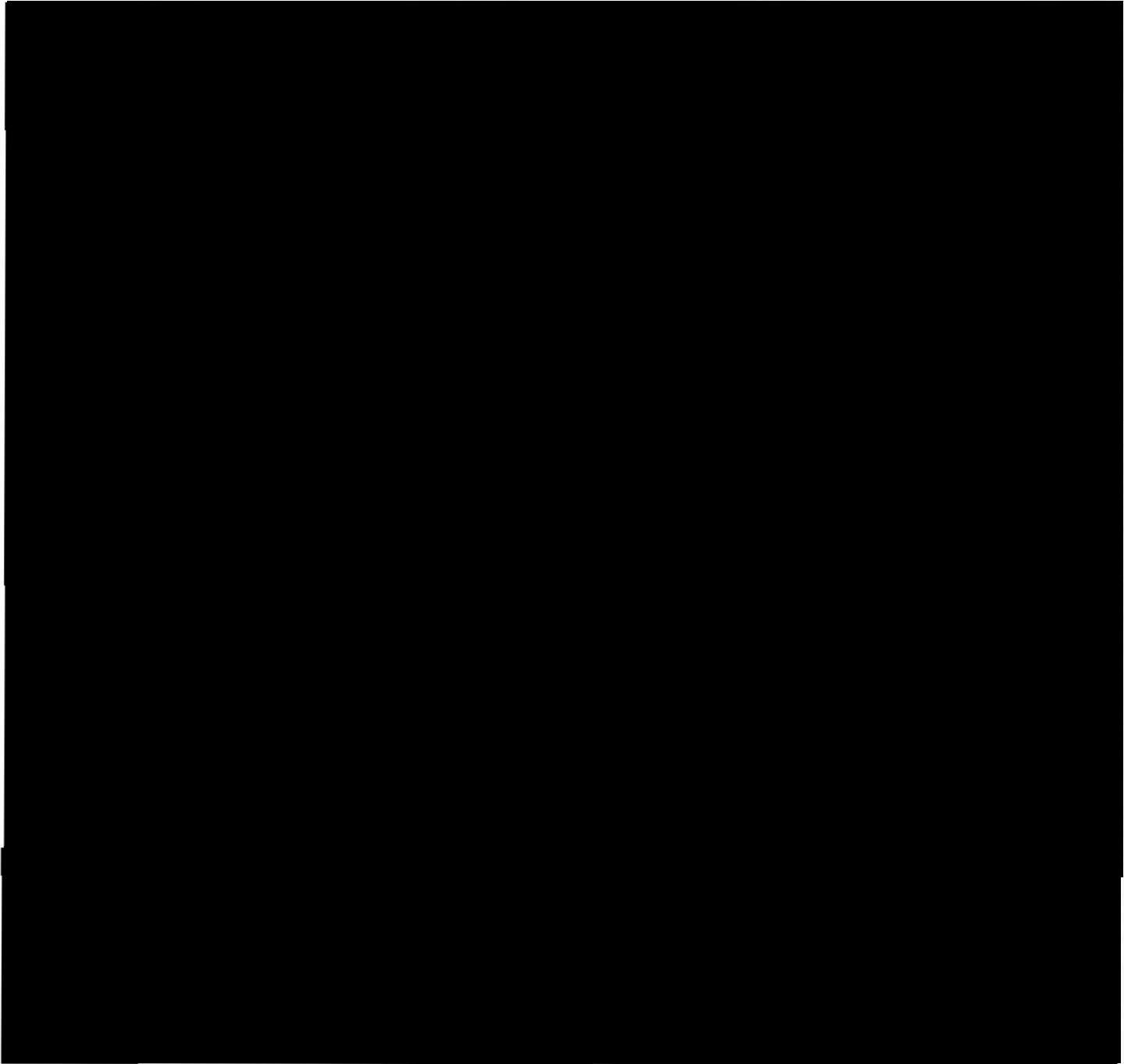




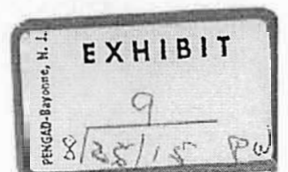
3040 Peachtree Road NE Atlanta GA 30305 | Phone: 910-818-6034 | Fax: 866-693-8311

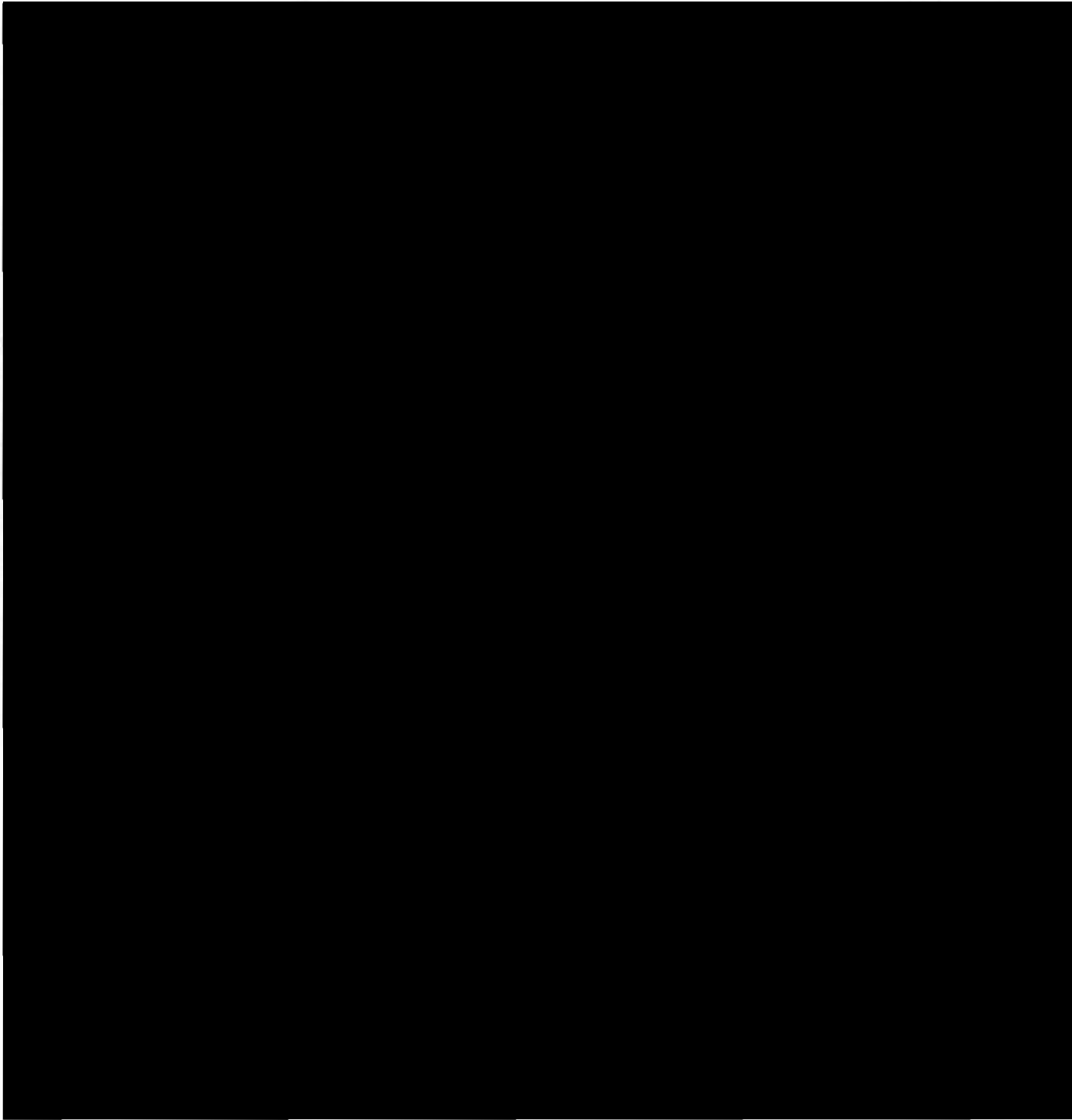
Letter of Commitment

Atlanta Capital Investment Group
(hereinafter referred to as ACF)

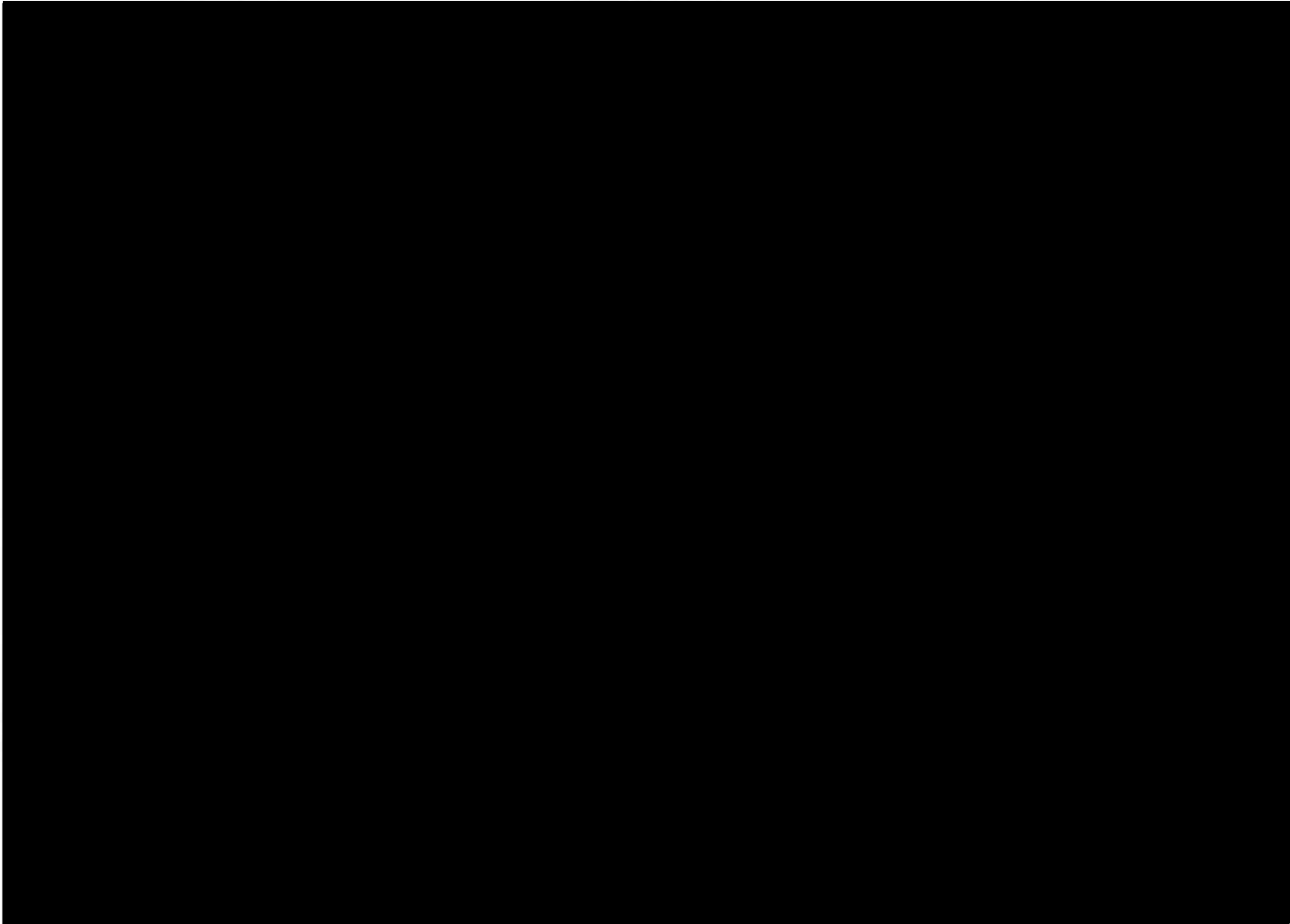


HAS BEEN RECEIVED AND VERIFIED.









By signing you understand that this commitment is a legal binding agreement;

Atlanta Capital & Finance LLC

Tony Curtis Scott

The Perry Law Group
Escrow Agreement

THIS ESCROW AGREEMENT dated as of this 17th day of April, 2013, by and between Atlanta Capital, LLC 3040 Peachtree Street, Atlanta, GA 30305 ("AC"), TALC Properties, LLC 14611 Stromley Drive, Charlotte, NC 28262 ("TALC") and The Perry Law Group, LLC having address at 600 West Peachtree Street, Suite 1560 Atlanta, GA 30308 (the "Escrow Agent") (collectively the "Parties").

WITNESSETH:

- (A) Whereas, AC and TALC are parties to a Letter of Commitment ("LOC") dated as of April 17, 2013 whereby TALC is engaging the services of AC to secure a MTN or SBLC/BG in the amount of Five Million Dollars (\$5,000,000.00 USD) ("Instrument") from a top World European Bank for business related activities.
- (B) Whereas, pursuant to the terms of the LOC, TALC has agreed to deliver the sum of One Hundred Fifty Thousand Dollars (\$150,000.00 USD) to the Escrow Agent to be held in accordance with the terms of the Escrow Agreement; and
- (C) Whereas, AC and TALC each appoint the Escrow Agent to serve as an escrow agent hereunder; and
- (D) Whereas, the Escrow Agent has agreed to act as escrow agent pursuant to the terms and conditions of this Agreement; and

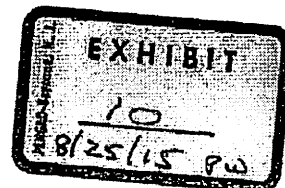
NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

- 1. **Definitions:** For the purposes of this Agreement, capitalized terms used in this Agreement and not otherwise defined have the meanings specified in the LOC.
- 2. **Term:** This Agreement shall commence on the date first above written and shall continue thereafter until all escrow funds (as defined below) have been disbursed by the Escrow Agent in accordance with the terms and conditions hereof (the "Term").
- 3. **Escrow Funds:** The Escrow Agent hereby acknowledges receipt of One Hundred Fifty Thousand Dollars (\$150,000.00) (hereinafter "Escrow Funds") from TALC. TALC and AC hereby appoint the Escrow Agent to hold the Escrow Funds and disburse in accordance with the provisions of this Escrow Agreement.
- 4. **Escrow Instructions:** AC and TALC have provided to the Escrow Agent, escrow instructions, attached hereto as Exhibit A, which outlines in detail the terms under which the Escrow Funds shall be released according to the instructions provided by AC.

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AC's Initials

TALC's Initials

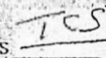
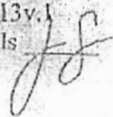
TCS



5.0 **Ownership of Funds.** It is acknowledged by the parties that until all instructions of Exhibit A are complied with, the Escrow Funds minus Escrow Agent's fee and any related service fees as outlined herein as stated below shall remain the property of TALC.

6.0 **Distribution of Escrow Fund; Disputes.**

- a.0 The Termination Date shall be defined as the date upon which the compliance of all instructions of Exhibit A is completed and the disbursement of the Escrow Funds as stated therein.
- b. Either party (the "Requesting Party") may deliver signed instructions to the Escrow Agent (the "Release Instructions") instructing the Escrow Agent to release funds from the Escrow Fund, provided that AC may not deliver such Release Instructions to the Escrow Agent prior to the compliance of all terms on Exhibit A and Escrow Agent may not accept or act on such Release Instructions prior to the compliance of all terms on Exhibit A without the express written consent of TALC. The Requesting Party shall deliver to the other party (the "Non-Requesting Party") a copy of the Release Instructions concurrently with its delivery to the Escrow Agent. If the Non-Requesting Party objects to the release of any funds from the Escrow Fund as set forth in the Release Instructions, it shall deliver written notice (a "Notice of Dispute") to the Requesting Party and the Escrow Agent within a period of 2 business days after receipt of the Release Instructions and communication from the Escrow Agent setting forth in reasonable detail the reasons why the Non-Requesting Party is disputing the Release Instructions. The Non-Requesting Party shall deliver to the Requesting Party a copy of the Notice of Dispute concurrently with its delivery to the Escrow Agent. If the Non-Requesting Party fails to deliver a Notice of Dispute to the Requesting Party and the Escrow Agent within said period of 2 business days, or if the Notice of Dispute does not dispute the payment of a portion of the amount set forth in the Release Instructions (the "Undisputed Portion"), then the Escrow Agent shall immediately pay to the Requesting Party the amount of the payment set forth in the Release Instructions or the Undisputed Portion, as applicable. If the Escrow Agent receives a Notice of Dispute, the Escrow Agent shall not pay any amounts which are being disputed unless, until and only to the extent that the Escrow Agent (i) receives joint written instructions signed by TALC and AC regarding the payment of funds, or (ii) is directed to make such payment by a court or arbitrator adjudicating such dispute. Notwithstanding the foregoing, TALC shall sign the Release Authorization as evidence in Exhibit B herein, prior to Escrow Agent releasing any funds (excluding any fees due to Escrow Agent).

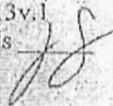


- c.o On the Termination Date, all Escrow Funds shall be disbursed. Any taxes or fees incurred on Escrow Funds or as a result thereof shall be the responsibility of party ultimately receiving the funds.
- d.o On the first anniversary of the execution date hereof (the "Anniversary Date"), all amounts in the Escrow Fund, to the extent not paid to AC, Escrow Agent or subject to a Notice of Dispute in accordance with Section 6(b) above, shall be released by the Escrow Agent back to TALC. Any amounts remaining in the Escrow Fund that are subject to a Notice of Dispute shall be released in accordance with Section 6(b) above.

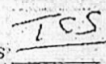
7. Escrow Agent's Disclaimers. The obligations of the Escrow Agent under this Agreement are subject to the following terms and conditions:

- a. Except for this Agreement, the Escrow Agent is not a party to and is not bound by any other agreement between AC and TALC. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and the Escrow Agent shall only be liable for the performance of such duties and obligations as are specifically set forth in this Agreement.
- b. The Parties hereby agree that the Escrow Agent is not serving in the capacity of legal counsel to either party in this transaction. Each party warrants that they have engaged independent legal counsel to provide advice regarding any agreements entered into or has willingly waived his/her right to do so.
- c. The Escrow Agent is not making any representations or warranties regarding the validity of any other agreements entered into by the parties nor is Escrow Agent guaranteeing the performance of any party to this Agreement except as stated herein.
- d. The Escrow Agent acts hereunder as a depository only and is not responsible for or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instruments, documents, agreements, or other materials deposited with it. The Escrow Agent shall not be required to defend any legal proceeding which may be instituted against it with respect to the subject matter of this Agreement unless it is requested to do so by one of the parties and is indemnified by such requesting party to the Escrow Agent's satisfaction against the cost and expenses including attorneys' fees of such defense, unless arising from the Escrow Agent's bad faith or willful misconduct. The Escrow Agent shall not be required to institute legal proceedings of any kind. The Escrow Agent shall not be required to perform any acts which will violate any law or applicable rules of any governmental agency.

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AC's Initials



TALC's Initials

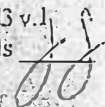


- e.o The Escrow Agent shall not in any way be bound or affected by any notice of modification or cancellation of this Agreement unless in writing signed by AC and TALC, nor shall the Escrow Agent be bound by any modification hereof unless the same shall be reasonably satisfactory to it. The Escrow Agent shall be entitled to rely upon any notice, certification, demand or other writing delivered to it hereunder by TALC or AC without being required to determine the authenticity or the correctness or any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment. o
- f. The Escrow Agent may consult counsel, including its in-house counsel, and act in reliance upon any signature reasonably believed by it to be genuine, and may assume that any person purporting to give any notice or receipt, or make any statements, in connection with the provisions hereof has been duly authorized to do so.
- g. The Escrow Agent may consult counsel, including its in-house counsel, and act relative hereto in reliance upon advice of counsel in reference to any matter connected herewith, and neither it, its directors, officers or employees shall be liable for any mistake of fact or error of judgment, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.
- h. AC and TALC, jointly and severally, covenant and agree to indemnify the Escrow Agent and hold it harmless without limitation from and against any loss, liability or expense of any nature incurred by the Escrow Agent arising out of or in connection with this Agreement or with the administration of its duties hereunder, including but not limited to legal fees and other costs and expenses of defending or preparing to defend against any claim or liability in the premises, unless such loss, liability or expense shall be caused by the Escrow Agent's gross negligence, bad faith, or willful misconduct. In no event shall the Escrow Agent be liable for indirect, punitive, special or consequential damages.
- i. The Escrow Agent shall have no responsibility to invest or reinvest any monies in the Escrow Funds.
- j. The Parties understand, agree, and acknowledge that the Escrow Funds are being held in an account under which no interest is paid to the account holder. Accordingly, the Parties acknowledge that the Escrow Funds are being held in an account which interest shall not be paid to any Party to this Agreement.

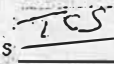
8. Resignation of Escrow Agent. The Escrow Agent may resign and be discharged of its

Page 4 of 12

131704-1013 v.1.
AC's Initials



TALC's Initials



duties as Escrow Agent hereunder upon thirty (30) days written notice to AC and TALC. Such resignation shall take effect thirty (30) days after the giving of such notice and the return of all Escrow Funds deposited with Escrow Agent.

9.u **Appointment of Successor Escrow Agent.** In the event of the resignation of the Escrow Agent or its removal from office, AC and TALC shall jointly and in good faith appoint a successor upon mutual agreement of the parties.u

10. **Escrow Agent's Fee.** Escrow Agent's fee shall be equal to two percent (2%) of the Escrow Fund amount and shall be deemed earned upon the deposit of the Escrow Funds by TALC. It is hereby acknowledged by the parties that in the event of non-compliance or non-performance with Exhibit A by AC and the Escrow Funds are required to be returned to TALC, the Escrow Agent's Fee shall be deducted prior to the return of any sums to TALC. The Escrow Agent shall be entitled to reimbursement on demand for all expenses incurred in connection with the administration of this Agreement or the escrow created hereby which are in excess of its compensation for normal services hereunder, including without limitation, payment of any legal fees and expenses incurred by the Escrow Agent in connection with resolution of any claim by any party hereunder. The Escrow Agent is hereby granted a lien on the Escrow Funds to protect, indemnify and reimburse itself for all fees, costs, expenses and liabilities arising out of this Agreement and the performance of its duties hereunder.

Escrow Agreement Preparation Fee: \$1,000.00
Other Fees/Attorney: Billed at Cost (if applicable)

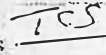
AC shall be responsible for the payment of the Escrow Fee and all related expenses upon execution of this Escrow Agreement. In the event that the Escrow Account is not funded, the Escrow Fee, and all related expenses, remain due and payable, and if paid, will not be refunded. The fees quoted in this schedule apply to services ordinarily rendered in the: (1) preparation and review of the Escrow Agreement and negotiations and discussions with the Parties to the Escrow Agreement (2) administration of the Escrow Account and wiring of funds. Services in addition to and not contemplated in this Agreement, including, but not limited to, document amendments and revisions, notices and reports, and legal fees, will be billed as additional expenses at the rate of Three Hundred Dollars (\$300.00 U.S.D.) per hour. Unless otherwise indicated, the above fees relate to the administration of the initial One Hundred and Fifty Thousand Dollars (\$150,000.00) deposited with the Escrow Agent. Additional deposits in conjunction with the same transaction and Escrow Agreement will incur an additional charge.

11. **Expenses.** All reasonable costs, expenses and fees of the Escrow Agent incurred in connection with the performance of its duties and obligations hereunder, including any

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AC's Initials



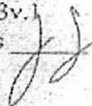
TALC's Initials



outside counsel fees reasonably incurred by it after prior notice to the parties, shall be borne equally by the parties hereto. The Escrow Agent shall have the right to withhold from the Escrow Funds prior to distribution, its costs, fees and expenses due hereunder. The Parties hereby acknowledge and agree to pay a fee in the amount of One Thousand Dollars (\$1,000.00) for the drafting of this Escrow Agreement as outlined in Clause 10 above. Such amount shall be deducted upon receipt of the Escrow Funds.

12. **Limitation of Liability.** The Escrow Agent is hereby required only to retain and disburse the Escrow Funds as herein provided. The Escrow Agent's duties are only such as are specifically provided herein and are administrative, not discretionary. The Escrow Agent shall not be required to determine whether or not the terms and conditions of the LOC have been complied with by the parties. The Escrow Agent shall have no responsibility hereunder other than to follow faithfully the instructions attached as Exhibit A herein or such further supplemental instructions as TALC and AC may mutually provide and shall incur no liability whatsoever to TALC or AC except for gross negligence or willful misconduct. The Escrow Agent shall not be subject to liability with respect to losses suffered from the LOC. The Escrow Agent may consult with counsel and shall be fully protected in any action taken in good faith in accordance with such advice. The Escrow Agent shall be fully protected in acting in accordance with any written instructions of TALC and/or AC given to it hereunder and reasonably believed by it to have been executed by the proper parties.
13. **Option to Interplead.** If any two parties to this Escrow Agreement shall be in disagreement over the interpretation of this Escrow Agreement, or over their respective rights and obligations, or if any other dispute shall arise hereunder, or if the Escrow Agent otherwise has any doubts as to the proper disposition of the funds or the execution of any of its duties hereunder, the Escrow Agent may, at its sole discretion, file an action in interpleader to resolve such disagreement in any Georgia State or Federal court sitting in the City of Atlanta. The Escrow Agent shall be indemnified for all costs, including reasonable attorney's fees and expenses, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in the interpleader action is resolved.
14. **Reporting.** The Escrow Agent shall, from time to time, at the request of the AC or the TALC, advise the requesting party as to the balance of the Escrow Funds then being held by the Escrow Agent. Upon the close of escrow, the Escrow Agent shall prepare an accounting or settlement setting forth, among other things, the disbursement of the Escrow Funds and the payment of the Escrow Agent's fees and costs.
15. **Notices.** All notices and other communications required or permitted under this Escrow Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other messenger), when sent by electronic facsimile or four

131704-1013v.1
AC's Initials



TALC's Initials



days following the day when deposited in the United States mail, registered or certified air mail, postage prepaid, return receipt requested, addressed as set forth below:

If to TALC: Tony Curtis
TALC Properties
14611 Stromley Drive
Charlotte, NC 28262

If to AC: Atlanta Capital, LLC
3040 NE Peachtree RD
Atlanta Georgia 30305

If to Escrow Agent: The Perry Law Group, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section for the giving of notice.


16. **Successors and Assigns.** This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but in no event shall any person not a party hereto have any rights to the monies or investments in the Escrow Fund as a third party beneficiary or otherwise. No party hereto may assign or transfer its rights or obligations hereunder without the prior written consent of the other parties hereto.
18. **Governing Law.** This Escrow Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by the laws of the State of Georgia, without regard to its conflicts of law doctrine. All disputes under this Agreement shall be governed by a court of competent jurisdiction located in the city of Atlanta in the State of Georgia.
19. **Waiver.** Waiver of any term or condition of this Escrow Agreement by any party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Escrow Agreement.
20. **Headings.** The section headings contained in this Escrow Agreement are convenient references only and shall not in any way affect the meaning or interpretation of this Escrow Agreement.

21.o Counterparts. This Escrow Agreement may be executed in one or more counterparts (including by facsimile), each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which taken together shall constitute one and the same instrument. This Escrow Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

22.o Entire Agreement. This Escrow Agreement, embody the entire understanding of the parties hereto which pertain to the subject matter hereof and supersede all prior or contemporaneous agreements, representations, conditions or undertakings not included herein and therein which pertain to the subject matter hereof. This Escrow Agreement may be amended only in writing, signed by all parties hereto, and no purported oral waiver or amendment of any provision hereof shall be effective.

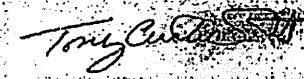
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

Atlanta Capital LLC


By: _____
Authorized Signatory

4-17-13
Date

TALC Properties, LLC


By: _____
Authorized Signatory

Date

The Perry Law Group
By: Keisha R. Perry

Date

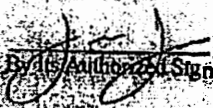
**EXHIBIT A
TRANSFER AGENT INSTRUCTIONS**

TALC and AC hereby agree that the procedures and terms set forth below shall be an accurate statement of the instructions to be complied with by Escrow Agent:

1. AC and TALC shall review and execute this Escrow Agreement.
2. Within four (4) banking days from the execution of this Agreement, TALC shall provide written authorization to Escrow Agent to release from the Escrow Funds the amount of \$100,000 ("Initial Payment") to AC via wire transfer.
3. AC will procure the instrument from its provider within three (3) banking days from the Initial Payment. It is hereby acknowledged by the parties that if AC fails to procure the instrument from its provider within seven (7) banking days, then TALC has the right to request that Escrow Agent return the remaining Escrow Funds less the Escrow Agent's fee and expenses as outlined herein.
4. Within 72 banking hours of receipt of the instrument from AC's provider, TALC shall authenticate the instrument.
5. After TALC's verification of the instrument, TALC shall execute and provide written authorization to Escrow Agent to release the remaining balance to AC within twenty-four (24) banking hours from the satisfactory verification of the instrument.
6. The Escrow Agent shall disburse any and all amounts held with the Escrow Agent only upon the original authorization of AC, TALC and AC shall deliver such authorizations on a timely basis and in conformity with the LCC.

The foregoing escrow disbursement instructions are ACCEPTED AND AGREED by:


Atlanta Capital, LLC


By Its Authorized Signatory

TALC Properties, LLC


By Its Authorized Signatory

Page 9 of 12

131704-1013 v. 1
AC's Initials 

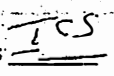
TALC's Initials 

Exhibit "B"
RELEASE AUTHORIZATION

The Perry Law Group, LLC
Attn: Keisha Perry, Esq.
600 West Peachtree Street Suite
1560 Atlanta, GA 30308

REQUEST AND AUTHORIZATION TO RELEASE FUNDS

I, Tony Curtis Scott o/b/o TALC Properties ("Sender"), hereby authorize The Perry Law Group ("Firm") to immediately release the funds that were transferred to the Firm's IOLTA Account in the amount of One Hundred Thousand Dollars (\$100,000.00) on April 5, 2013 for further credit to Atlanta Capital ("Recipient"), and his/her/its designees.

The aforementioned sum is NOT intended to be held in escrow, but is due for immediate release to Recipient. By signing below, I certify that I am the Sender and owner of the funds and have full authority to grant this release.



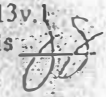
Tony Curtis Scott o/b/o TALC Properties, LLC

Date _____

Swatkins80@aol.net
Email Address

Phone Number _____

Page 10 of 12.

131704-1013v.1
AC's Initials 

TALC's Initials TCS

ATTACH A CLEAR, COLOR COPY OF YOUR ID TO THIS PAGE.

Tony Curtis Scott

131704-1013v.1
AC's Initials

JS

Page 11 of 12.

TALC's Initials: *TCS*

Exhibit "B"
RELEASE AUTHORIZATION

The Perry Law Group, LLC
Attn: Keisha Perry, Esq.
600 West Peachtree Street Suite
1560 Atlanta, GA 30308

REQUEST AND AUTHORIZATION TO RELEASE FUNDS

I, Tony Curtis Scott o/b/o TALC Properties ("Sender"), hereby authorize The Perry Law Group ("Firm") to immediately release the funds that were transferred to the Firm's IOLTA Account on April 5, 2013, in the amount of Fifty Thousand Dollars (\$50,000.00) less Escrow Agent's fees on, for further credit to Atlanta Capital ("Recipient") and his/her/its designees.

The aforementioned sum is NOT intended to be held in escrow, but is due for immediate release to Recipient. By signing below, I certify that I am the Sender and owner of the funds and have full authority to grant this release.

Tony Curtis Scott o/b/o TALC Properties, LLC

Date

Email Address


Phone Number

21.1 Counterparts. This Escrow Agreement may be executed in one or more counterparts (including by facsimile), each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which taken together shall constitute one and the same instrument. This Escrow Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

22.1 Entire Agreement. This Escrow Agreement, embody the entire understanding of the parties hereto which pertain to the subject matter hereof and supersede all prior or contemporaneous agreements, representations, conditions or undertakings not included herein and therein which pertain to the subject matter hereof. This Escrow Agreement may be amended only in writing, signed by all parties hereto, and no purported oral waiver or amendment of any provision hereof shall be effective.

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

Atlanta Capital, LLC

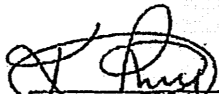

By Its Authorized Signatory

4-17-13
Date

TALC Properties, LLC


By Its Authorized Signatory

Date


The Perry Law Group
By: Keisha R. Perry

4.18.13
Date

131704-1013v.1
AC's Initials _____

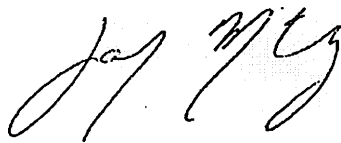
TALC's Initials TCS

The Perry Law Group, LLC
Attn: Keisha Perry, Esq.
600 West Peachtree Street Suite 1560
Atlanta, GA 30308

REQUEST AND AUTHORIZATION TO RELEASE FUNDS

I, Jody [REDACTED] of Val ("Sender"), hereby authorize The Perry Law Group ("Firm") to immediately release the funds that were transferred to the Firm's IOLTA Account in the amount of \$150,000 on 12/10/2012 and having a Wire Transaction Number of [REDACTED] for further credit to Atlanta Capital LLC ("Recipient"), and his/her/its designees.

The aforementioned sum is NOT intended to be held in escrow, but is due for immediate release to Recipient. By signing below, I certify that I am the Sender and owner of the funds and have full authority to grant this release.



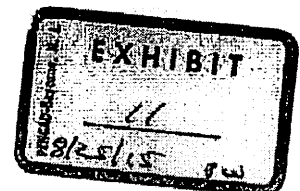
12/14/2012

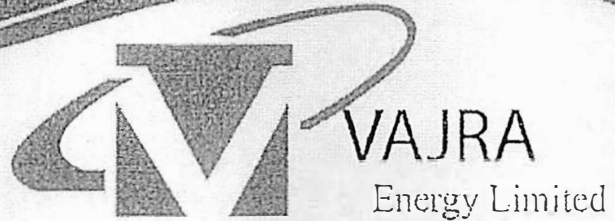
Signature
Jody [REDACTED]

Date
[REDACTED]

Printed Name

Phone Number





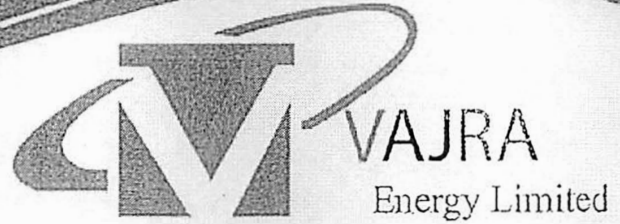
CLIENT INFORMATION FORM

In accordance with Articles 2 through 5 of the Due Diligence Convention and the Federal Banking Commission Circular of December 1998, and under the US Patriot Act of 2002, as amended in February 2003 concerning the prevention of money laundering and 305 of the Swiss Criminal Code, the following information may be supplied to banks and/or other financial institutions for purposes of verification of identity and activities of the Client described below, and the nature and origin of the funds which are to be utilized. The foregoing is subject to agreement by all parties to whom this information is provided that they are obligated to respect the privacy rights of the Client and all individuals described herein, as well as the generally accepted professional standards relating to the maintenance of confidential information, and to take all appropriate precautions to protect the confidentiality of the information contained herein, This legal obligation shall remain in full force indefinitely without restriction.

Corporate

Full Name of Institution	: VAJRA Energy Limited
Registration Number	: 1779655
Date of Registration	: July 27, 2012
Domicile /Jurisdiction	: Hong Kong
Postal Address	: Unit 1010, Miramar Tower, 132 Nathan Rd. Kowloon, HK
Registration Address	:SAME
Physical Address	:SAME
(if different from Registration Address)	
Business Telephone Number	: 425 310 2001
Business Facsimile Number	: 425 296 7100
E-mail Address	: info@vajraenergy.com
Corporate Officers and Titles	: Martin W. Acevedo – Co-Managing Director
	: Jody A. McConkey – Co-Managing Director





That I, Jody [REDACTED] warrant and attest, with full personal and corporate responsibility that as the beneficial owner; I have full legal title and authority with no governing restrictions over the herein described cash funds and/or application asset(s) and am also acknowledged as such by my depository financial institution.

We hereby grant THE TRANSACTING PRINCIPALS full permission and authority to verify, confirm, and reconfirm said cash funds on a bank-to-bank basis and conduct standard background checks of the cash funds and/or asset(s), and the corporate entity owning such.

I warrant and attest that I have not authorized any other party to place these cash funds and/or Asset(s).

~~I certify and attest that at no time has your organization or any agent and / or appointee on your behalf made any offer or solicitation.~~

I, Jody McConkey, hereby declare with full personal and corporate responsibility under penalty of perjury that the information given above is accurate and true.

 [REDACTED]

Mr. Jody [REDACTED]

Date: December 4, 2012



TO: The Perry Law Group, LLC

FROM: Martin Acevedo, Managing Director, Vajra Energy Limited

Reference is made to the Escrow Agreement between, ACF, VEL and THE PERRY LAW GROUP dated as of December 10th, 2012 (the "Escrow Agreement").

All capitalized words and phrases used herein shall have the same meaning as in the Escrow Agreement unless the context otherwise requires.

In accordance with the terms of the Escrow Agreement, you are hereby irrevocably authorized and directed to pay to ACF, attention: Jefferey Smith, the sum of \$150,000 from the Escrow Funds, less Escrow Agent Fee and expenses in accordance with section 10 of the Escrow Agreement.

This Direction is made in accordance with section 6(h) of the Escrow Agreement. The undersigned hereby certifies that this Escrow Release Request shall grant Escrow Agent full authority to release the funds as stated herein.

Dated: 19 December 2012

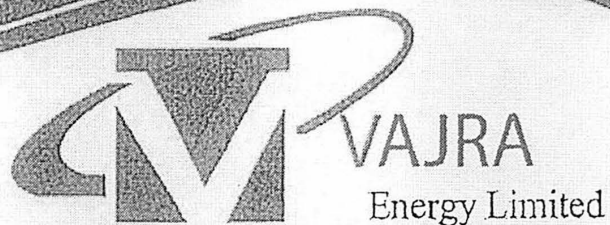


For and on behalf of
VAJRA ENERGY LIMITED

Martin Acevedo
.....
Authorized Signature(s)

By: Martin Acevedo
Managing Director,
VAJRA ENERGY LIMITED





Details of Signatory to Contract – Corporate & Individual

First Name : Jody
Last Name : [REDACTED]
Date of Birth : [REDACTED]
Nationality : Canadian
Title Within the Corporation : Co-Managing Director
Mobile Phone Number : [REDACTED]
Home Address : [REDACTED] Vancouver, Canada [REDACTED]
Home Telephone Number : [REDACTED]
Home Facsimile Number : NA
E-mail Address : [REDACTED]@vajrallc.com

Legal Advisor Name : David Connick
Legal Advisor Address : Philip Ross Solicitors
Legal Advisor Telephone Number : +44 20 7636 6969

Do you speak English? : Yes

Details of the Bank Account – Where Funds Assets are to be held

Bank Name : HSBC Hong Kong
Bank Address : 1 Queen's Rd Central, Hong Kong
Bank Swift Code : HSBCHKHCHKH
Account Name : [REDACTED]
Account Number : [REDACTED]
Routing Number : NA
Account Signatory Name and Title : Jody McConkey – Co-Managing Director
Bank Officer Name and Title : NA
Bank Officer Telephone Number : NA

qTHE PERRY LAW GROUP, LLC

600 West Peachtree Street, Suite 1560

Atlanta, GA 30308

www.perrylawgroup.com

Telephone: 404-733-0201

Facsimile: 404-733-0109

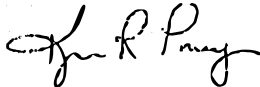
FUND DISBURSEMENT LOG

DATE OF RECEIPT OF FUNDS	12/10/12
TOTAL AMOUNT RECEIVED	\$150,000.00
COMMISSION AMOUNT TO PLG (2%)	(\$3,000.00)
ADDITIONAL FEES TO PLG	\$0.00
TOTAL TO BE DISBURSED TO CLIENT	\$147,000.00
AMOUNT REMAINING IN ESCROW AFTER THIS DISBURSEMENT	\$ 0.00
DISBURSEMENT 1	
CLIENT NAME	o/b/o Jeffrey [REDACTED]
DISBURSEMENT DATE	12/19/12
AMOUNT	100,000.00
BANK NAME AND ADDRESS	BBT Bank
ACCOUNT NUMBER	*****4215
ROUTING NUMBER	061113415
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	OKnox Corporation UnlimitedO
FED WIRE ID CONFIRMATION	121911B7031R-0493500
TRANSACTION CODE/ADVICE NUMBER	121219-1455470
DISBURSEMENT NUMBER	10048AO
NOTES	Re: Atlanta Capital FundO
DISBURSEMENT 2	
CLIENT NAME	Mike Fullard
DISBURSEMENT DATE	12/19/12
AMOUNT	12,000.00
BANK NAME AND ADDRESS	BBT
ACCOUNT NUMBER	*****9359
ROUTING NUMBER	053101121
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Carol Fullard
TRANSACTION CODE/ADVICE NUMBER	121219-146227
FED WIRE ID CONFIRMATION	121911B7031R-049583
DISBURSEMENT NUMBER	10048B
DISBURSEMENT 3	
CLIENT NAME	Joseph Carswell
DISBURSEMENT DATE	12/19/12
AMOUNT	12,000.00
BANK NAME AND ADDRESS	Chase
ACCOUNT NUMBER	*****6780
ROUTING NUMBER	061092387
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Raysa Carswell
TRANSACTION CODE/ADVICE NUMBER	121219-147002
FED WIRE ID CONFIRMATION	121911B7031R-049764

EXHIBIT
14
8/25/15 PW

DISBURSEMENT NUMBER	10048C
DISBURSEMENT 4	
CLIENT NAME	Jeffrey [REDACTED]
DISBURSEMENT DATE	12/19/12
AMOUNT	12,000.00
BANK NAME AND ADDRESS	BBT
ACCOUNT NUMBER	*****3521
ROUTING NUMBER	061113415
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Clear Thinking Enterprises
TRANSACTION CODE/ADVICE NUMBER	121219-147699
FED WIRE ID CONFIRMATION	121911B7031R050047
DISBURSEMENT NUMBER	10048D
DISBURSEMENT 5	
CLIENT NAME	Elizabeth Radochonski
DISBURSEMENT DATE	12/12/19
AMOUNT	11,000.00
BANK NAME AND ADDRESS	Chase
ACCOUNT NUMBER	*****2290
ROUTING NUMBER	071000013
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Elizabeth Radochonski
TRANSACTION CODE/ADVICE NUMBER	121219-148642
FED WIRE ID CONFIRMATION 0	121911B7031R050274
DISBURSEMENT NUMBER 0	10048E
NOTES: 0	Funds received from Vajra Energy Limited

I hereby acknowledge that the funds above have been disbursed according to the client's instructions provided to The Perry Law Group, LLC. Client hereby acknowledges receipt of the above funds.



Keisha R. Perry, Esq.

Date: 12-19-12

7/13/2015

Re: Fwd: released form

From: Jody [REDACTED] [REDACTED]@vajrallc.com>
To: The Perry Law Group, LLC <perrylawgroup@aol.com>
Cc: Mike Fullard [REDACTED]@yahoo.com>
Subject: Re: Fwd: released form
Date: Mon, Dec 17, 2012 5:06 pm

Hi,

I will tell you what concerns me about this fake release form, and first of all kudo's to the Perry Law Group for not releasing anything.

The form is obviously fake and they didn't even spell the company name correctly I have no idea whom "VAL" is supposed to be but also the fact they used a UK number when I am located in Canada, plus the UK number used is invalid as I have attempted to phone it.

But the very disturbing part is that they used the actual Wire confirmation number AND my passport, plus that is a jpeg of my signature.

The only people that would have three bits of that info would be Mike, Perry Law Group and ACF. There is NO benefit to either Mike or the Perry Law Group to release those funds as it does not go to them. But ACF would indeed profit to the tune of 150k. Someone from one of the three sources mentioned has that info and it does concern me to have it floating around out there.

Also worth noting is that is not even the actual release form to be used as per our Escrow agreement.

I guess we will just have to be a lot more vigilant as this deal moves forward.

Thanks again for NOT releasing funds on this clearly fake document. As per our Escrow agreement we will NOT send the release form in until we receive confirmation of some kind that can be verified from the receiving bank.

Jody

On 12/17/2012 12:09 PM, The Perry Law Group, LLC wrote:

Mr. Acevedo,

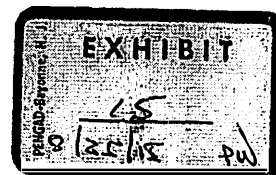
I hope you are well. We received the email and attachment from the email address below. I was unfamiliar with the email address and it did not provide any contact information so I was unsure of the source. Since I had spoke with Mr. McConkey, I thought it would be best to confirm with hi directly. The email was not sent by Atlanta Capital, but came to us from this email address directly. When I spoke to Mr. Smith and Mr. Carswell, they were completely cooperative and wanted to get to the bottom of what had occurred as well. They understood all parties' position that nothing would be released until all terms of the escrow agreement had been met. I hope that this helps you all in getting to the bottom of this.

Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308

Tel: 404-733-0201

Fax: 404-733-0109

CONFIDENTIALITY NOTICE



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employee or agent responsible to deliver it to the intended recipient) you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank You.

----- Forwarded message -----

From: Val Energy <[REDACTED]@yahoo.com>

Date: Fri, Dec 14, 2012 at 12:10 PM

Subject: released form

To: "paymaster@theperrylawgroup.com" <paymaster@theperrylawgroup.com>

Cc: "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>

Here is the released form along with my passport.

Thanks,

--

The Perry Law Group, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308
PH: 404-733-0201
FAX: 404-733-0109
WEB: www.perrylawgroup.com

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7/13/2015

Re: Customer Complaint

From: The Perry Law Group, LLC <perrylawgroup@aol.com>
To: [REDACTED]@vajrallc.com>; martin [REDACTED]@vajrallc.com>
Subject: Re: Customer Complaint
Date: Wed, Jan 30, 2013 12:36 pm

Mr. Mcconkey,

I hope you are well. Please call me to discuss. Thank you.
Keisha R. Perry, Esq.
The Perry Law Group, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308

Tel: 404-733-0201
Fax: 404-733-0109



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-----Original Message-----

From: Jody McConkey [REDACTED]@vajrallc.com>
To: The Perry Law Group, LLC <perrylawgroup@aol.com>; Martin Acevedo <martin@vajrallc.com>
Sent: Wed, Jan 30, 2013 9:33 am
Subject: Customer Complaint

Morning Ms. Perry,

Well I think we are about to break your string of no customer complaints about people dealing with Mike Fullard and Atlanta Capital.

We have now via them been told we have had our SBLC attempt to be monetized through TWO different trade groups. One just simply fell off the face of the earth. The second I heard back from overnight and they are claiming they have no idea about our contract, that they did in fact put in an offer on our SBLC but to this day have never heard a word back in reply.

The major issue which I believe will impact our involvement with you is that we were told on Dec. 19th our then monetizer had received the MT760 and our fresh cut BG from NatWest was in their possession. It was never monetized and it was finally move to the latest non performing monetizer on Jan. 11th, 2013 and again we were told they received the MT760 and blocked it.

BUT since Dec. 19th first claim of it being received until now Jan. 30th, 2013 which is now 42 days we have yet to see one single piece of proof that our instrument was ever actually obtained and/or delivered. When in fact we should have received a copy of our instrument a long time ago, NatWest would have sent the hard copy out 7 days after it was cut.

So in effect we have paid for an instrument via the escrow funds we deposited with your firm and released them with the belief that our instrument did indeed get issued but still have NO copy of the product we purchased.

Can you confirm for us the funds we released from your Escrow account were sent to a corporate account named for Atlanta Capital? We are in the process of getting legal advice today and we really want to make sure we have all our bases covered as we move forward.

It is possible that all of this is somehow one great big misunderstanding but it is becoming harder and harder to see that as being the case. We are getting into legal issues on our side of contracts now with other suppliers as we are unable to meet our obligations due to this 42 day non performance of the parties involved, when we were lead

7/13/2015

Re: Customer Complaint

to believe this was going to be a 10 day business wait to be completed or there about.

We would appreciate any info you can provide into this information and we note that in a previous email exchange you had copied a gentleman named Joseph Carswell, would you mind telling us how he fits in our deal as we have not had any dealings with him other than the one email we saw you send. We are trying to sort out all the players here.

Thanks for your time, hope to hear from you soon.

--

Warm Regards,

Jody McConkey
VAJRA Energy Limited
Direct: +1 604 354 9588
Fax: +1 604 608 4975
SKYPE - [REDACTED]
www.vajraenergy.com

DISCLAIMER: This e-mail contains proprietary information some of which may be legally privileged. It is for the intended recipient or "related persons" only. If an addressing or transmission error has misdirected this e-mail, please notify the author by replying to it. If you are not the intended recipient you may not use, disclose, distribute, copy, print or rely on this e-mail.

7/13/2015

Re: Fwd: released form

From: Jody [REDACTED] [REDACTED]@vajrallc.com>
To: The Perry Law Group, LLC <perrylawgroup@aol.com>
Cc: Mike Fullard [REDACTED]@yahoo.com>
Subject: Re: Fwd: released form
Date: Mon, Dec 17, 2012 5:06 pm

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Mr. Acevedo,

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7/13/2015

Re: Fwd: released form

employee or agent responsible to deliver it to the intended recipient) you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank You.

----- Forwarded message -----

From: Val Energy <[REDACTED]@yahoo.com>

Date: Fri, Dec 14, 2012 at 12:10 PM

Subject: released form

To: "paymaster@theperrylawgroup.com" <paymaster@theperrylawgroup.com>

Cc: "[REDACTED]@gmail.com" <[REDACTED]@gmail.com>

Here is the released form along with my passport.

Thanks,

-

The Perry Law Group, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308
PH: 404-733-0201
FAX: 404-733-0109
WEB: www.perrylawgroup.com

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THE PERRY LAW GROUP, LLC

600 West Peachtree Street, Suite 1560

Atlanta, GA 30308

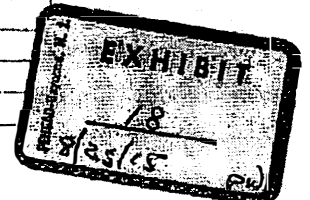
www.perrylawgroup.com

Telephone: 404-733-0201

Facsimile: 404-733-0109

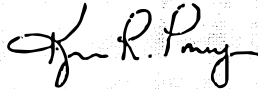
FUND DISBURSEMENT LOG

DATE OF RECEIPT OF FUNDS	4/5/13
TOTAL AMOUNT RECEIVED	\$150,000.00
COMMISSION AMOUNT TO PLG (2%)	(\$3,000.00)
ADDITIONAL FEES DUE TO PLG	(\$4,900.00)
TOTAL PAID TO PLG	(\$6,000.00)
TOTAL DUE TO PLG	\$1,900.00
TOTAL TO BE DISBURSED TO CLIENT	\$144,000.00
AMOUNT REMAINING IN ESCROW AFTER THIS DISBURSEMENT	\$ 50,000.00
DISBURSEMENT 1	
CLIENT NAME	Joseph Carswell
DISBURSEMENT DATE	04/18/13
AMOUNTS	12,500.00
BANK NAME AND ADDRESS	Navy Federal Credit Union
ACCOUNT NUMBERS	*****9718
ROUTING NUMBERS	256074974
SWIFT NUMBER (IF APPLICABLE)S	N/A
BENEFICIARY NAME	Joseph Carswell
TRANSACTION CODE/ADVICE NUMBER	130418-055971
FED WIRE ID CONFIRMATION	041811B7031R-017531
DISBURSEMENT NUMBER	10051A
DISBURSEMENT 2	
CLIENT NAME	o/b/o Jeffrey Smith
DISBURSEMENT DATE	4/18/13
AMOUNT	\$71,500.00
BANK NAME AND ADDRESS	BBT Bank
ACCOUNT NUMBER	*****4215
ROUTING NUMBER	061113415
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Knox Corporation Unlimited
FED WIRE ID CONFIRMATION	041811B7031R-017698
TRANSACTION CODE/ADVICE NUMBER	130418-056567S
DISBURSEMENT NUMBER	10051BS
DISBURSEMENT 3	
CLIENT NAME	o/b/o Jeffrey Smith
DISBURSEMENT DATE	04/18/13
AMOUNT	\$5,000.00
BANK NAME AND ADDRESS	BB&T Bank
ACCOUNT NUMBER	*****1775
ROUTING NUMBER	083900680
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Howell Real Estate
TRANSACTION CODE/ADVICE NUMBER	130418-056932



FED WIRE ID CONFIRMATION	041811B7031R-017882
DISBURSEMENT NUMBER	10051C
DISBURSEMENT 4	
CLIENT NAME	Mike Fullard
DISBURSEMENT DATE	04/18/13
AMOUNT	\$5,000.00
BANK NAME AND ADDRESS	BBT
ACCOUNT NUMBER	*****9359
ROUTING NUMBER	053101121
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Carol Fullard
TRANSACTION CODE/ADVICE NUMBER	130418-065108
FED WIRE ID CONFIRMATION	041811B7031R-020554
DISBURSEMENT NUMBER	10051D
NOTES:	Fund received on behalf of TALC Properties/Tony Curtis Scott

I hereby acknowledge that the funds above have been disbursed according to the client's instructions provided to The Perry Law Group, LLC. Client hereby acknowledges receipt of the above funds.



Keisha R. Perry, Esq.
Date: 4-18-13

THE PERRY LAW GROUP, LLC

600 West Peachtree Street, Suite 1560

Atlanta, GA 30308

www.perrylawgroup.com

Telephone: 404-733-0201

Facsimile: 404-733-0109

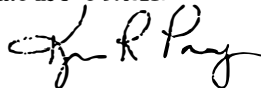
FUND DISBURSEMENT LOG

DATE OF RECEIPT OF FUNDS	4/5/13
TOTAL AMOUNT RECEIVED	\$150,000.00
COMMISSION AMOUNT TO PLG (2%)	(\$3,000.00)
ADDITIONAL FEES DUE TO PLG	(\$4,900.00)
TOTAL PAID TO PLG	(\$8,000.00)
TOTAL DUE TO PLG	\$0.00
TOTAL TO BE DISBURSED TO CLIENT	\$144,000.00
AMOUNT REMAINING IN ESCROW AFTER THIS DISBURSEMENT	\$ 0.00
DISBURSEMENT 1	
CLIENT NAME	Joseph Carswell
DISBURSEMENT DATE	04/18/13
AMOUNT	12,500.00
BANK NAME AND ADDRESS	Navy Federal Credit Union
ACCOUNT NUMBER	7028499718
ROUTING NUMBER	256074974
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Joseph Carswell
TRANSACTION CODE/ADVICE NUMBER	130418-055971
FED WIRE ID CONFIRMATION	041811B7031R-017531
DISBURSEMENT NUMBER	10051A
DISBURSEMENT 2	
CLIENT NAME	o/b/o Jeffrey Smith
DISBURSEMENT DATE	4/18/13
AMOUNT	\$71,500.00
BANK NAME AND ADDRESS	BBTBANK
ACCOUNT NUMBER	0005243034215
ROUTING NUMBER	061113415
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Knox Corporation Unlimited
FED WIRE ID CONFIRMATION	041811B7031R-017698
TRANSACTION CODE/ADVICE NUMBER	130418-056567
DISBURSEMENT NUMBER	10051B
DISBURSEMENT 3	
CLIENT NAME	Brad Howell
DISBURSEMENT DATE	04/18/13
AMOUNT	\$5,000.00
BANK NAME AND ADDRESS	BB&T Bank
ACCOUNT NUMBER	0005186301775
ROUTING NUMBER	083900680
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Howell Real Estate
TRANSACTION CODE/ADVICE NUMBER	130418-056932/088853

FED WIRE ID CONFIRMATION	041811B7031R-017882/028465
DISBURSEMENT NUMBER	10051C
DISBURSEMENT 4	
CLIENT NAME	Mike Fullard
DISBURSEMENT DATE	04/18/13
AMOUNT	\$5,000.00
BANK NAME AND ADDRESS	BBT
ACCOUNT NUMBER	1340000979359
ROUTING NUMBER	053101121
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Carol Fullard
TRANSACTION CODE/ADVICE NUMBER	130418-065108
FED WIRE ID CONFIRMATION	041811B7031R-020554
DISBURSEMENT NUMBER	10051D
NOTES:	Fund received on behalf of TALC Properties/Tony Curtis Scott
DISBURSEMENT 5	
CLIENT NAME	Joseph Carswell
DISBURSEMENT DATE	04/26/13
AMOUNT	12,000.00
BANK NAME AND ADDRESS	Navy Federal Credit Union
ACCOUNT NUMBER	7028499718
ROUTING NUMBER	256074974
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Joseph Carswell
TRANSACTION CODE/ADVICE NUMBER	130426-076074
FED WIRE ID CONFIRMATION	042611B7031R-025179
DISBURSEMENT NUMBER	10051E
DISBURSEMENT 6	
CLIENT NAME	o/b/o Jeffrey Smith
DISBURSEMENT DATE	4/26/13
AMOUNT	\$12,000.00
BANK NAME AND ADDRESS	BBT Bank
ACCOUNT NUMBER	0005243034215
ROUTING NUMBER	061113415
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Knox Corporation Unlimited
FED WIRE ID CONFIRMATION	042611B7031R-025468
TRANSACTION CODE/ADVICE NUMBER	B130426-076833B
DISBURSEMENT NUMBER	10051FB
DISBURSEMENT 7	
CLIENT NAME	Kay Sepa
DISBURSEMENT DATE	04/26/13
AMOUNT	\$12,000.00
BANK NAME AND ADDRESS	Wells Fargo Bank
ACCOUNT NUMBER	1010310556246
ROUTING NUMBER	063107513
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	George A. Gil
TRANSACTION CODE/ADVICE NUMBER	130426-077334
FED WIRE ID CONFIRMATION	N/A -ConfirmedB
DISBURSEMENT NUMBER	10051G

DISBURSEMENT 8	
CLIENT NAME	Mike Fullard
DISBURSEMENT DATE	04/26/13
AMOUNT	\$6,000.00
BANK NAME AND ADDRESS	BBT
ACCOUNT NUMBER	1340000979359
ROUTING NUMBER	053101121
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Carol Fullard
TRANSACTION CODE/ADVICE NUMBER	130426-0779020
FED WIRE ID CONFIRMATION	042611B7031R-0258270
DISBURSEMENT NUMBER	10051H0
DISBURSEMENT 9	
CLIENT NAME	Brad Howell
DISBURSEMENT DATE	04/26/13
AMOUNT	\$5,000.00
BANK NAME AND ADDRESS	Fifth Third Bank
ACCOUNT NUMBER	7146462051
ROUTING NUMBER	083002342
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Bradley Howell
TRANSACTION CODE/ADVICE NUMBER	130426-0784760
FED WIRE ID CONFIRMATION	042611B7031R-026064
DISBURSEMENT NUMBER	10051I
DISBURSEMENT 10	
CLIENT NAME	Ira Brody o/b/o Brad Howell
DISBURSEMENT DATE	04/26/13
AMOUNT	\$1,000.00
BANK NAME AND ADDRESS	HSBC
ACCOUNT NUMBER	057-779-9530
ROUTING NUMBER	021-001-088
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Trade Finance Capital
TRANSACTION CODE/ADVICE NUMBER	130426-079101
FED WIRE ID CONFIRMATION	042611B7031R-
DISBURSEMENT NUMBER	10051J
NOTES:	Fund received on behalf of TALC Properties/Tony Curtis Scott

I hereby acknowledge that the funds above have been disbursed according to the client's instructions provided to The Perry Law Group, LLC. Client hereby acknowledges receipt of the above funds.



Keisha R. Perry, Esq.

Date: 4-26-13

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Telephone: 404-733-0201

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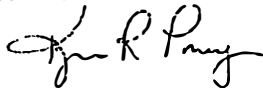
FUND DISBURSEMENT LOG

DATE OF RECEIPT OF FUNDS	4/5/13
TOTAL AMOUNT RECEIVED	\$150,000.00
COMMISSION AMOUNT TO PLG (2%)	(\$3,000.00)
ADDITIONAL FEES DUE TO PLG	(\$4,900.00)
TOTAL PAID TO PLG	(\$8,000.00)
TOTAL DUE TO PLG	\$0.00
TOTAL TO BE DISBURSED TO CLIENT	\$144,000.00
AMOUNT REMAINING IN ESCROW AFTER THIS DISBURSEMENT	\$ 0.00
DISBURSEMENT 1	
CLIENT NAME	Joseph Carswell
DISBURSEMENT DATE	04/18/13
AMOUNT	12,500.00
BANK NAME AND ADDRESS	Navy Federal Credit Union
ACCOUNT NUMBER	*****9718
ROUTING NUMBER	256074974
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Joseph Carswell
TRANSACTION CODE/ADVICE NUMBER	130418-055971
FED WIRE ID CONFIRMATION	041811B7031R-017531
DISBURSEMENT NUMBER	10051A
DISBURSEMENT 2	
CLIENT NAME	o/b/o Jeffrey Smith
DISBURSEMENT DATE	4/18/13
AMOUNT	\$71,500.00
BANK NAME AND ADDRESS	BBT Bank
ACCOUNT NUMBER	*****4215
ROUTING NUMBER	061113415
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Knox Corporation Unlimited
FED WIRE ID CONFIRMATION	041811B7031R-017698
TRANSACTION CODE/ADVICE NUMBER	130418-056567
DISBURSEMENT NUMBER	10051B
DISBURSEMENT 3	
CLIENT NAME	Brad Howell
DISBURSEMENT DATE	04/18/13
AMOUNT	\$5,000.00
BANK NAME AND ADDRESS	BB&T Bank
ACCOUNT NUMBER	*****1775S
ROUTING NUMBER	083900680
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Howell Real Estate
TRANSACTION CODE/ADVICE NUMBER	130418-056932/088853

FED WIRE ID CONFIRMATION	041811B7031R-017882/028465
DISBURSEMENT NUMBER	10051C
DISBURSEMENT 4	
CLIENT NAME	Mike Fullard
DISBURSEMENT DATE	04/18/13
AMOUNT	\$5,000.00
BANK NAME AND ADDRESS	BBT
ACCOUNT NUMBER	*****9359
ROUTING NUMBER	053101121
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Carol Fullard
TRANSACTION CODE/ADVICE NUMBER	130418-065108
FED WIRE ID CONFIRMATION	041811B7031R-020554
DISBURSEMENT NUMBER	10051D
NOTES:	Fund received on behalf of TALC Properties/Tony Curtis Scott
DISBURSEMENT 5	
CLIENT NAME	Joseph Carswell
DISBURSEMENT DATE	04/26/13
AMOUNT	12,000.00C
BANK NAME AND ADDRESS	Navy Federal Credit Union
ACCOUNT NUMBER	*****9718
ROUTING NUMBER	256074974
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Joseph Carswell
TRANSACTION CODE/ADVICE NUMBER	130426-076074
FED WIRE ID CONFIRMATION	042611B7031R-025179
DISBURSEMENT NUMBER	10051E
DISBURSEMENT 6	
CLIENT NAME	o/b/o Jeffrey Smith
DISBURSEMENT DATE	4/26/13
AMOUNT	\$12,000.00C
BANK NAME AND ADDRESS	BBT BankC
ACCOUNT NUMBER	*****4215
ROUTING NUMBER	061113415
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Knox Corporation Unlimited
FED WIRE ID CONFIRMATION	042611B7031R-025468
TRANSACTION CODE/ADVICE NUMBER	130426-076833
DISBURSEMENT NUMBER	10051F
DISBURSEMENT 7	
CLIENT NAME	Kay Saptureuta
DISBURSEMENT DATE	04/26/13
AMOUNT	\$12,000.00
BANK NAME AND ADDRESS	Wells Fargo Bank
ACCOUNT NUMBER	*****6246
ROUTING NUMBER	063107513C
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	George A. Gil
TRANSACTION CODE/ADVICE NUMBER	130426-077334
FED WIRE ID CONFIRMATION	N/A -ConfirmedC
DISBURSEMENT NUMBER	10051G

DISBURSEMENT 8	
CLIENT NAME	Mike Fullard
DISBURSEMENT DATE	04/26/13
AMOUNT	\$6,000.00
BANK NAME AND ADDRESS	BBT
ACCOUNT NUMBER	*****9359
ROUTING NUMBER	053101121
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Carol Fullard
TRANSACTION CODE/ADVICE NUMBER	130426-077902
FED WIRE ID CONFIRMATION	042611B7031R-025827
DISBURSEMENT NUMBER	10051H
DISBURSEMENT 9	
CLIENT NAME	Brad Howell
DISBURSEMENT DATE	04/26/13
AMOUNT	\$5,000.00
BANK NAME AND ADDRESS	Fifth Third Bank
ACCOUNT NUMBER	*****2051
ROUTING NUMBER	083002342
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Brad Howell
TRANSACTION CODE/ADVICE NUMBER	130426-078476
FED WIRE ID CONFIRMATION	042611B7031R-026064
DISBURSEMENT NUMBER	10051I
DISBURSEMENT 10	
CLIENT NAME	Ira Brody o/b/o Brad Howell
DISBURSEMENT DATE	04/26/13
AMOUNT	\$1,000.00
BANK NAME AND ADDRESS	HSBC
ACCOUNT NUMBER	****9953
ROUTING NUMBER	021-001-088C
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Trade Finance Capital
TRANSACTION CODE/ADVICE NUMBER	130426-079101
FED WIRE ID CONFIRMATION	042611B7031R-
DISBURSEMENT NUMBER	10051J
NOTES:	Fund received on behalf of TALC Properties/Tony Curtis Scott

I hereby acknowledge that the funds above have been disbursed according to the client's instructions provided to The Perry Law Group, LLC. Client hereby acknowledges receipt of the above funds.



Keisha R. Perry, Esq.

Date: 4-26-13



3040 Peachtree Road NE Atlanta GA 30305 | Phone: 404 -590-3777 | Fax: 866-693-8311

Letter of Commitment

Atlanta Capital Investment Group
(hereinafter referred to as ACF)

And

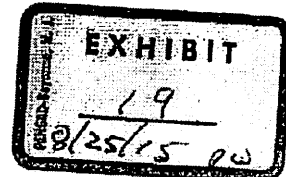
Jose Octavio Jimenez Yenny
(hereinafter referred to as client)

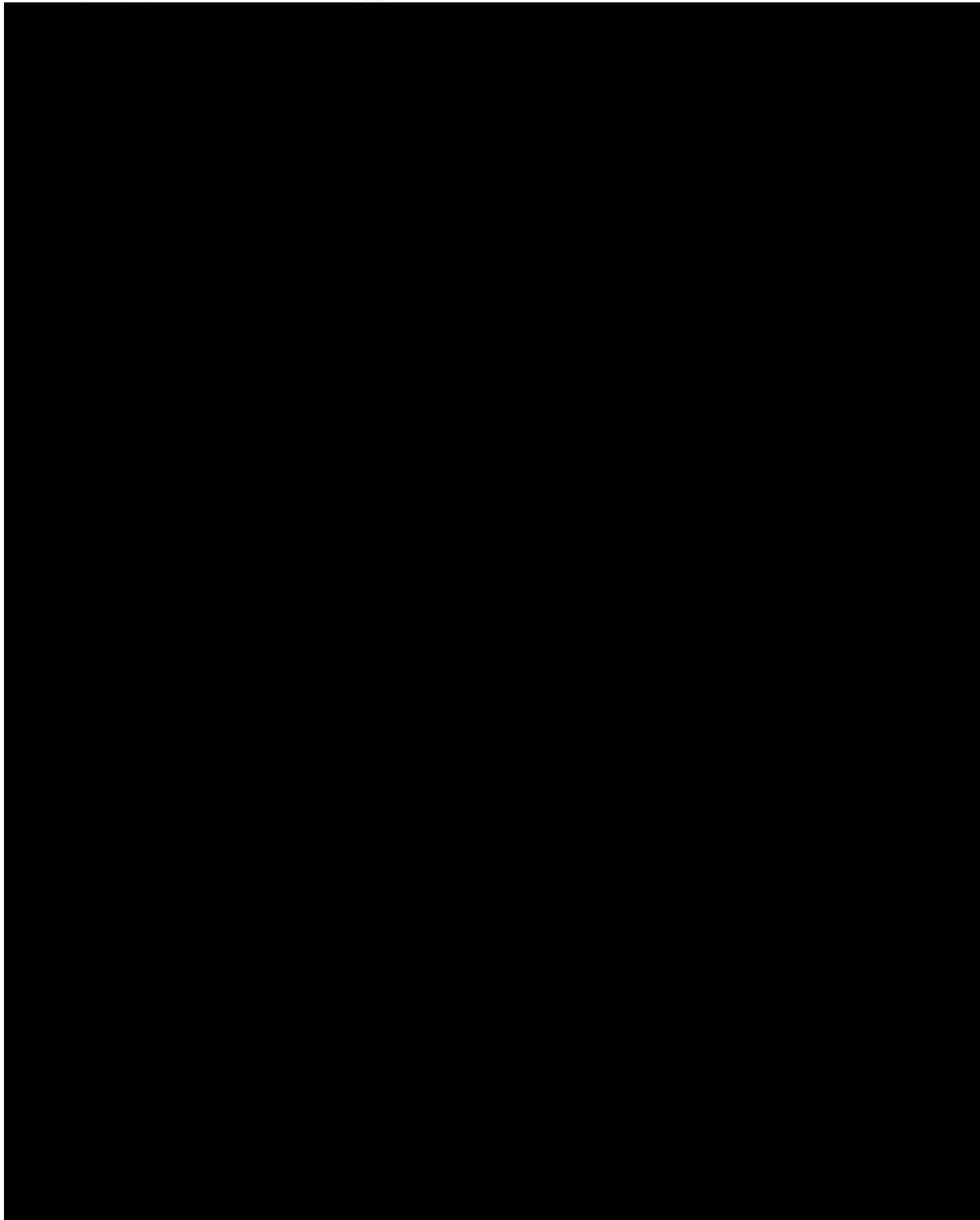
Jose Octavio Jimenez Yenny ("Client") has submitted an application to Atlanta Capital & Finance LLC ("ACF") for the purpose of securing an MTN or SBLC in the amount of \$20,000,000 ("Instrument") from the top World European Banks for business related activities.

THEREFORE, ACF has the ability to arrange such INSTRUMENT with a lender or investor in their network subject to the lender or investor's terms, conditions and/or requirements. CLIENT acknowledges that the terms of this letter is subject to change in the event the INSTRUMENT is not readily available for lease or sale. ACF or lender will immediately replace the INSTRUMENT prior to CLIENT paying any fees or signing Lender Securities Agreement.

1. GENERAL PROVISIONS

AMOUNT:	\$20,000,000
TERM:	1 YEAR 1 DAY
INSTRUMENT:	SBLC/BG
METHOD OF DELIVERY:	MT760 OR ELECTRONIC DELIVERY IF AVAILABLE
ARRANGEMENT FEE:	\$250,000(130,000 to be released immediately to secure instrument)
INTERMEDIARY FEE:	N/A
LEASING FEE:	11%
ACCEPTABLE PAYMENT METHODS:	ICBPO, MT103/23, MT700 MUST BE SIGNED BY TWO BANK OFFICERS OF CLIENT'S RECEIVING BANK
PREADVICE:	EUROCLEAR, BLOOMBERG, CLEARSTREAM AND CLEARING HOUSE SETTLEMENT REPORTS PROVIDED UP FRONT ONCE ARRANGEMENT FEE HAS BEEN RECEIVED AND VERIFIED.







bank codes, account numbers, financial reference, or any other entities introduced by either Party to the other without the specific written permission of the introducing Party.

Terms: This Agreement is valid for the following term: Five (5) years from the date of signing of this agreement.

Parties bound: This Agreement shall be binding upon all undersigned Parties and their heirs, successors, associates, affiliates and assigns. Each Party shall take reasonable steps to ensure that their Employees, Agents Representatives, Officers, Independent Contractors, Shareholders, Principals and other third Parties abide by the provisions of this Agreement.

Notice: All notices, demands, consists, or requests given by the Parties shall be in writing transmitted by telecopier or other means of facsimile transmission with return confirmation requested, postage prepaid, to the other Party at the last facsimile number or address the Party has designated by notice here in. Notice shall be considered to have been given.

Severability: Should any portion of this Agreement be declared invalid or unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not affect the remainder hereof.

Integration: This Agreement constitutes the entire Non Circumvention Agreement between the Parties and supersedes all prior discussion, negotiations and Agreements, whether oral or written. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement

6. TERMINATION- This agreement will terminate 1 year and 1 day from the signature of the executed lending agreement unless otherwise advised.

7. MODIFICATIONS AND WAIVERS- This agreement CANNOT be modified and no amendment shall be issued unless done so by ACF. Any modifications or amendments found to this agreement not done by ACF will be investigated and offenders prosecuted. These terms and provisions are to the best of our knowledge valid.

8. GOVERNING LAW- This agreement shall be enforced and performed by the local governing laws of the state of GEORGIA. Any dispute arising out of this agreement shall be mediated with the American Arbitration Association and a lawful decision shall be made by the designated arbitrator. The prevailing party shall be entitled to the recovery of attorney fees, travel, expenses and other legal costs awarded by the arbitrator.

9. SUCCESSORS AND OR ASSIGNS- This agreement shall transfer to the benefit of any successors or 3rd party granted by ACF without written notice or consent.



10. INDEMNIFICATION- Each of the parties hereto agree to indemnify and hold harmless ACF and or assigns against any liability, damages, losses costs or expenses incurred by any reason of third party claims arising out of breach of this contract or negligent or unlawful acts or omissions by the indemnifying party including reasonable attorneys fees, court costs and expenses of any suit that might be filed.

11. NOTICES- Any notices to be given under this agreement shall be given in person or mailed to the address of record, notice shall be deemed mailed once return receipt requested has been received.

--	--

By signing you understand that this commitment is a legal binding agreement;

Atlanta Capital & Finance LLC

Jose Octavio Jimenez Yenny

Escrow Agreement

THIS ESCROW AGREEMENT dated as of this 25th day of July, 2012 by and between Jose Octavio Jimenez Yenny having address atCodigo Purpura SA DE CV Av Americas 1501 Piso 20-B. Guadalajara, Jalisco 44630 (the "Yenny") and Joseph Carswell Jr. having address at 3535 Peachtree Rd. NE, Atlanta, GA 30326 (the "Carswell") and The Perry Law Group, LLC having address at 600 West Peachtree Street, Suite 1560 Atlanta, GA 30308 (the "Escrow Agent")

WITNESSETH:

- (A) Whereas, Carswell and Yenny are parties to a Purchase Agreement whereby Yenny is engaging the services of Carswell to assist with procuring a financial instrument.
- (B) Whereas, pursuant to the terms of the Purchase Agreement, Yenny has agreed to deliver the sum of (US) \$249,970.00 to the Escrow Agent and held in accordance with the terms of the Escrow Agreement; and
- (C) Whereas, Carswell and Yenny each appoint the Escrow Agent to serve as an escrow agent hereunder; and
- (D) Whereas, the Escrow Agent has agreed to act as escrow agent pursuant to the terms and conditions of this Agreement; and
- (E) Whereas, Carswell and Yenny acknowledge that Escrow agent is a neutral third party engaged strictly for the purpose of receiving and disbursing Escrow Funds as stated herein; and

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

1. **Definitions.** For the purposes of this Agreement, capitalized terms used in this Agreement and not otherwise defined have the meanings specified in the Purchase Agreement.
2. **Term.** This Agreement shall commence on the date first above written and shall continue thereafter until all Escrow Funds (as defined below) have been disbursed by the Escrow Agent in accordance with the terms and conditions hereof (the "Term").
3. **Escrow Funds.** The Escrow Agent hereby acknowledges receipt of Two Hundred Forty Nine Thousand Nine Hundred Seventy Dollars (\$249,970.00) (hereinafter "Escrow Funds") tendered by Yenny in accordance with the Purchase Agreement. Yenny and Carswell hereby appoint the Escrow Agent to hold the Escrow Funds and disburse in accordance with the provisions of this Escrow Agreement.
4. **Escrow Instructions.** Carswell and Yenny have provided to the Escrow Agent, escrow instructions attached hereto as Exhibit A which outlines in detail the terms under which the Escrow Funds shall be released to Carswell.

Carswell Initials

Je

Yenny's Initials

J. J.



5.p **Ownership of Funds.** It is acknowledged by the parties that until all instructions of Exhibit A are complied with, the Escrow Funds minus Escrow Agent's fee and any related service fees as outlined herein as stated below shall remain the property of Yenny.

6.p **Distribution of Escrow Fund; Disputes.**

a.p The Termination Date shall be defined as the date upon which the compliance of all instructions of Exhibit A is completed and the disbursement of the Escrow Funds as stated therein.

b.p Either party (the "Requesting Party") may deliver signed instructions as evidenced in Exhibit B, C or D to the Escrow Agent (the "Release Instructions") instructing the Escrow Agent to release funds from the Escrow Fund, provided that Carswell may not deliver such Release Instructions to the Escrow Agent prior to the compliance of all terms on Exhibit A and Escrow Agent may not accept or act on such Release Instructions prior to the compliance of all terms on Exhibit A. The Requesting Party shall deliver to the other party (the "Non- Requesting Party") a copy of the Release Instructions concurrently with its delivery to the Escrow Agent. If the Non-Requesting Party objects to the release of any funds from the Escrow Fund as set forth in the Release Instructions, it shall deliver written notice (a "Notice of Dispute") to the Requesting Party and the Escrow Agent within a period of 5 business days after receipt of the Release Instructions setting forth in reasonable detail the reasons why the Non-Requesting Party is disputing the Release Instructions. The Non-Requesting Party shall deliver to the Requesting Party a copy of the Notice of Dispute concurrently with its delivery to the Escrow Agent. If the Non-Requesting Party fails to deliver a Notice of Dispute to the Requesting Party and the Escrow Agent within said period of 5 business days, or if the Notice of Dispute does not dispute the payment of a portion of the amount set forth in the Release Instructions (the "Undisputed Portion"), then the Escrow Agent shall immediately pay to the Requesting Party the amount of the payment set forth in the Release Instructions or the Undisputed Portion, as applicable. If the Escrow Agent receives a Notice of Dispute, the Escrow Agent shall not pay any amounts which are being disputed unless, until and only to the extent that the Escrow Agent (i) receives joint written instructions signed by Yenny and Carswell regarding the payment of funds, or (ii) is directed to make such payment by a court or arbitrator adjudicating such dispute.

c.p On the Termination Date, all Escrow Funds shall be disbursed. Any taxes or fees incurred on Escrow Funds or as a result thereof shall be the responsibility of party ultimately receiving the funds.

d.p On the first anniversary of the execution date hereof (the "Anniversary Date"), all amounts in the Escrow Fund, to the extent not paid to Carswell, Escrow Agent or subject to a Notice of Dispute in accordance with Section 6(b) above, shall be released by the Escrow Agent back to Yenny. Any amounts remaining in the Escrow Fund that are subject to a Notice of Dispute shall be released in accordance with Section 6(b) above.

Carswell Initials



Yenny's Initials



7. Escrow Agent's Disclaimers. The obligations of the Escrow Agent under this Agreement are subject to the following terms and conditions:

- (a) Except for this Agreement, the Escrow Agent is not a party to and is not bound by any other agreement between Carswell and Yenny. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and the Escrow Agent shall only be liable for the performance of such duties and obligations as are specifically set forth in this Agreement.
- (b) The Parties hereby agree that the Escrow Agent is not serving in the capacity of legal counsel to either party in this transaction. Each party warrants that they have engaged independent legal counsel to provide advice regarding any agreements entered into or has willingly waived his right to do so.
- (c) The Escrow Agent is not making any representations or warranties regarding the validity of any other agreements entered into by the parties nor is Escrow Agent guaranteeing the performance of any party to this Agreement except as stated herein.
- (d) The Escrow Agent acts hereunder as a depository only and is not responsible for or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instruments, documents, agreements, or other materials deposited with it. The Escrow Agent shall not be required to defend any legal proceeding which may be instituted against it with respect to the subject matter of this Agreement unless it is requested to do so by one of the parties and is indemnified by such requesting party to the Escrow Agent's satisfaction against the cost and expenses including attorneys' fees of such defense, unless arising from the Escrow Agent's bad faith or willful misconduct. The Escrow Agent shall not be required to institute legal proceedings of any kind. The Escrow Agent shall not be required to perform any acts which will violate any law or applicable rules of any governmental agency.
- (e) The Escrow Agent shall not in any way be bound or affected by any notice of modification or cancellation of this Agreement unless in writing signed by Carswell and Yenny, nor shall the Escrow Agent be bound by any modification hereof unless the same shall be reasonably satisfactory to it. The Escrow Agent shall be entitled to rely upon any notice, certification, demand or other writing delivered to it hereunder by Yenny or Carswell without being required to determine the authenticity or the correctness or any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment.
- (f) The Escrow Agent may consult counsel, including its in-house counsel, and act in reliance upon any signature reasonably believed by it to be genuine, and may

Carswell Initials

Jc

Yenny's Initials

J

J

assume that any person purporting to give any notice or receipt, or make any statements, in connection with the provisions hereof has been duly authorized to do so.

(g) The Escrow Agent may consult counsel, including its in-house counsel, and act relative hereto in reliance upon advice of counsel in reference to any matter connected herewith, and neither it, its directors, officers or employees shall be liable for any mistake of fact or error of judgment, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.

(h) Carswell and Yenny, jointly and severally, covenant and agree to indemnify the Escrow Agent and hold it harmless without limitation from and against any loss, liability or expense of any nature incurred by the Escrow Agent arising out of or in connection with this Agreement or with the administration of its duties hereunder, including but not limited to legal fees and other costs and expenses of defending or preparing to defend against any claim or liability in the premises, unless such loss, liability or expense shall be caused by the Escrow Agent's gross negligence, bad faith, or willful misconduct. In no event shall the Escrow Agent be liable for indirect, punitive, special or consequential damages.

8. **Resignation of Escrow Agent.** The Escrow Agent may resign and be discharged of its duties as Escrow Agent hereunder upon thirty days written notice to Carswell and Yenny. Such resignation shall take effect thirty days after the giving of such notice and the return of all Escrow Funds deposited with Escrow Agent.

9. **Appointment of Successor Escrow Agent.** In the event of the resignation of the Escrow Agent, or its removal from office, Carswell and Yenny shall jointly and in good faith appoint a successor upon mutual agreement of the parties.

10. **Escrow Agent's Fee.** Escrow Agent's fee shall be equal to two percent (2%) of the Escrow Fund amount and shall be deemed earned upon the deposit of the Escrow Funds by the Yenny. It is hereby acknowledged by the parties that in the event of non-compliance or non-performance with Exhibit A by Carswell and the Escrow Funds are required to be returned to Yenny, the Escrow Agent's Fee shall be deducted prior to the return of any sums to Yenny. The Escrow Agent shall be entitled to reimbursement on demand for all expenses incurred in connection with the administration of this Agreement or the escrow created hereby which are in excess of its compensation for normal services hereunder, including without limitation, payment of any legal fees and expenses incurred by the Escrow Agent in connection with resolution of any claim by any party hereunder. The Escrow Agent is hereby granted a lien on the Escrow Funds to protect, indemnify and reimburse itself for all fees, costs, expenses and liabilities arising out of this Agreement and the performance of its duties hereunder.

11. **Expenses.** All reasonable costs, expenses and fees of the Escrow Agent incurred in connection with the performance of its duties and obligations hereunder, including any outside counsel fees, reasonably incurred by it after prior notice to the parties, shall be borne equally by the parties hereto. The Escrow Agent shall have the right to withhold from the Escrow Funds prior to

Carswell Initials *ge*

Yenny's Initials *JY*

distribution, its costs, fees and expenses due hereunder. The Parties hereby acknowledge and agree to pay a fee in the amount of Six Hundred and Twenty Five Dollars (\$625.00) for the drafting of this Escrow Agreement. Such amount shall be deducted upon receipt of the Escrow Funds.

12. **Limitation of Liability.** The Escrow Agent is hereby required only to retain and disburse the Escrow Funds as herein provided. The Escrow Agent's duties are only such as are specifically provided herein and are administrative, not discretionary. The Escrow Agent shall not be required to determine whether or not the terms and conditions of the Purchase Agreement have been complied with by the parties. The Escrow Agent shall have no responsibility hereunder other than to follow faithfully the instructions attached as Exhibit A herein or such further supplemental instructions as Yenny and Carswell may mutually provide and shall incur no liability whatsoever to Yenny or Carswell except for gross negligence or willful misconduct. The Escrow Agent shall not be subject to liability with respect to losses suffered from the Purchase Agreement. The Escrow Agent may consult with counsel and shall be fully protected in any action taken in good faith in accordance with such advice. The Escrow Agent shall be fully protected in acting in accordance with any written instructions of Yenny and/or Carswell given to it hereunder and reasonably believed by it to have been executed by the proper parties.

13. **Indemnification.** Yenny and Carswell, jointly and severally, shall hold the Escrow Agent harmless and indemnify the Escrow Agent against any loss, liability, expenses (including reasonable attorney's fees and expenses), claims or demands arising out of or in connection with the performance of its obligations in accordance with the provisions of this Escrow Agreement, except its gross negligence or willful misconduct. The foregoing indemnities in this paragraph shall survive the resignation or removal of the Escrow Agent or the termination of this Escrow Agreement.

14. **Option to Interplead.** If any two parties to this Escrow Agreement shall be in disagreement over the interpretation of this Escrow Agreement, or over their respective rights and obligations, or if any other dispute shall arise hereunder, or if the Escrow Agent otherwise has any doubts as to the proper disposition of the funds or the execution of any of its duties hereunder, the Escrow Agent may, at its sole discretion, file an action in interpleader to resolve such disagreement in any Georgia State or Federal court sitting in the City of Atlanta. The Escrow Agent shall be indemnified for all costs, including reasonable attorney's fees and expenses, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in the interpleader action is resolved.

15. **Reporting.** The Escrow Agent shall, from time to time, at the request of the Carswell or the Yenny, advise the requesting party as to the balance of the Escrow Funds then being held by the Escrow Agent. Upon the close of escrow, the Escrow Agent shall prepare an accounting or settlement setting forth, among other things, the disbursement of the Escrow Funds and the payment of the Escrow Agent's fees and costs.

16. **Notices.** All notices and other communications required or permitted under this Escrow Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other

Carswell Initials

Yenny's Initials

messenger). when sent by electronic facsimile or four days following the day when deposited in the United States mail, registered or certified air mail, postage prepaid, return receipt requested, addressed as set forth below:

If to Yenny: Jose Octavio Jimenez Yenny
Codigo Purpura SA DE CV
Av Americas 1501 Piso 20-B
Guadalajara, Jalisco 44630

If to Carswell: Joseph Carswell Jr.
[REDACTED]
Atlanta, GA [REDACTED]

If to Escrow Agent: The Perry Law Group, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section for the giving of notice.

17. **Successors and Assigns.** This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but in no event shall any person not a party hereto have any rights to the monies or investments in the Escrow Fund as a third party beneficiary or otherwise. No party hereto may assign or transfer its rights or obligations hereunder without the prior written consent of the other parties hereto.
18. **Governing Law.** This Escrow Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by the laws of the State of Georgia, without regard to its conflicts of law doctrine. All disputes under this Agreement shall be governed by a court of competent jurisdiction located in the city of Atlanta in the State of Georgia.
19. **Waiver.** Waiver of any term or condition of this Escrow Agreement by any party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Escrow Agreement.
20. **Headings.** The section headings contained in this Escrow Agreement are convenient references only and shall not in any way affect the meaning or interpretation of this Escrow Agreement.
21. **Counterparts.** This Escrow Agreement may be executed in one or more counterparts (including by facsimile), each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which taken together shall constitute one and the same instrument. This Escrow Agreement shall become binding when one or more counterparts

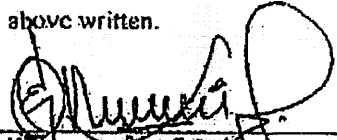
Carswell Initials ge

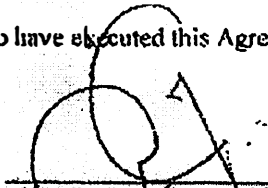
Yenny's Initials JJ


hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

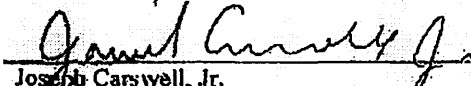
22. **Entire Agreement.** This Escrow Agreement embody the entire understanding of the parties hereto which pertain to the subject matter hereof and supersede all prior or contemporaneous agreements, representations, conditions or undertakings not included herein and therein which pertain to the subject matter hereof. This Escrow Agreement may be amended only in writing, signed by all parties hereto, and no purported oral waiver or amendment of any provision hereof shall be effective.

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


Witness ABRAHAM S. SANCHEZ


Jose Octavio Jimenez Yenny


Witness


Joseph Carswell, Jr.

Witness _____

THE PERRY LAW GROUP
By: Keisha R. Perry, Esq.

Carswell Initials: jc

Yenny's Initials: JY

**EXHIBIT A
TRANSFER AGENT INSTRUCTIONS**

The Yenny and Carswell hereby agree that the procedures and terms set forth below shall be an accurate statement of the instructions to be complied with by Escrow Agent:

1. Within 4 banking hours of the full execution of this Escrow Agreement by all parties hereto, Escrow Agent shall release One Hundred and Thirty Thousand Dollars (\$130,000.00) from the Escrow Funds to the entity/individual as directed by Carswell in writing to the Escrow Agent.
2. Carswell shall complete the services as outline in the Purchase Agreement and procure the financial instrument on behalf of Yenny.
3. Upon Yenny's written verification to Escrow Agent that Carswell has satisfactorily performed in accordance with the terms of the Purchase Agreement, the Escrow Agent shall released the balance of the Escrow Funds, less fees due to Escrow Agent, to Carswell.

The foregoing escrow disbursement instructions are ACCEPTED AND AGREED by:

Carswell:

Joseph Carswell, Jr.
Joseph Carswell, Jr.

Jose Octavio Jimenez Yenny
Jose Octavio Jimenez Yenny

Carswell Initials

jc

Yenny's Initials

JJ

Exhibit "B"
Form of Carswell's Direction

Directional

TO: The Perry Law Group, LLC

Reference is made to the Escrow Agreement between Joseph Carswell, Jose Octavio Jimenez Yenny, and THE PERRY LAW GROUP dated as of July 25th 2012 (the "Escrow Agreement"). All capitalized words and phrases used herein shall have the same meaning as in the Escrow Agreement unless the context otherwise requires.

In accordance with the terms of the Escrow Agreement, you are heretofore irrevocably authorized and directed to pay to PERRY LAW the sum of \$ 20% of \$1,250,000 from the Escrow Funds, less Escrow Agent fee and expenses due to Escrow Agent in accordance with sections 10 and 11 of the Escrow Agreement.

This letter shall serve as full authority to Escrow Agent to release the Escrow Funds as stated herein.

This Direction is made in accordance with section 6(b) of the Escrow Agreement.

Dated: 7/23/2012

[Signature]
Witness

[Signature]
Joseph Carswell, Jr.

Carswell Initials jc

Yenny's Initials [Signature]

Exhibit "C"
Form of Joint Direction

Direction

TO: The Perry Law Group, LLC

Reference is made to the Escrow Agreement among JOSEPH CARSWELL and THE PERRY LAW GROUP dated as of July 25, 2012 (the "Escrow Agreement"). All capitalized words and phrases used herein shall have the same meaning as in the Escrow Agreement unless the context otherwise requires.

In accordance with the terms of the Escrow Agreement, you are hereby irrevocably authorized and directed to pay to PERRY LAW the sum of 5% of \$625.00 from the Escrow Funds, less Escrow Agent fee and expenses fees in accordance with section 10 of the Escrow Agreement.

This letter shall serve as full authority to Escrow Agent to release the Escrow Funds as stated herein

This Direction is made in accordance with section 6(b) of the Escrow Agreement:

Dated: 7/27/2012

Witness

ABRAHAM S. SANCHEZ

Witness

Carswell Initials

jc

Witness

Jose Octavio Jimenez Yenny

Witness

Joseph Carswell, Jr.

Yenny's Initials

JJ

Exhibit "B"
Form of Escrow Release Request by Yenny

TO: The Perry Law Group, LLC

Reference is made to the Escrow Agreement between Joseph Carswell, Jose Octavio Jimenez Yenny, and THE PERRY LAW GROUP dated as of July 25th, 2012 (the "Escrow Agreement"). All capitalized words and phrases used herein shall have the same meaning as in the Escrow Agreement unless the context otherwise requires.

In accordance with the terms of the Escrow Agreement, you are hereby irrevocably authorized and directed to pay to PERRY LAW the sum of \$ 2% + \$25⁰⁰ from the Escrow Funds, less Escrow Agent Fee and expenses in accordance with section 10 of the Escrow Agreement.

This Direction is made in accordance with section 6(b) of the Escrow Agreement. The undersigned hereby certifies that this Escrow Release Request shall grant Escrow Agent full authority to release the funds as stated herein.

Dated: 7/27/2012

Witness

ABRAHAM S. SANCHEZ

Jose Octavio Jimenez Yenny

Carswell Initials jc

Yenny's Initials JY

THE PERRY LAW GROUP, LLC

600 West Peachtree Street, Suite 1560

Atlanta, GA 30308

www.perrylawgroup.com

Telephone: 404-733-0210

Facsimile: 404-733-01090

FUND DISBURSEMENT LOG

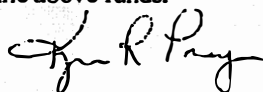
DATE OF RECEIPT OF FUNDS	7/25/12
TOTAL AMOUNT RECEIVED	\$249,970.00
COMMISSION AMOUNT TO PLG (2%)	(\$4,999.40)
ADDITIONAL FEES TO PLG	(\$625.00)
ADDITIONAL FEES	(\$25.60) Returned Wire Fee
TOTAL TO BE DISBURSED TO CLIENT	\$244,320.00
AMOUNT REMAINING IN ESCROW AFTER THIS DISBURSEMENT	\$ 0.000
DISBURSEMENT 1:	
CLIENT NAME	Joseph Carswell
DISBURSEMENT DATE	7/30/12
AMOUNT	15,000.00
BANK NAME AND ADDRESS	J P Morgan Chase NY
ACCOUNT NUMBER	*****-221 Final Credit to: *****402
ROUTING NUMBER	021000021
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	National Financial Services f/b/o Joseph Carswell
FED WIRE ID CONFIRMATION	073011B7031R019275
TRANSACTION CODE/ADVICE NUMBER	120730063105
DISBURSEMENT NUMBER	10045A
NOTES	10045A Wire rejected due to closed account. Returned to account.0
DISBURSEMENT 2	
CLIENT NAME	Jeffrey Smith
DISBURSEMENT DATE	7/30/12
AMOUNT	15,000.00
BANK NAME AND ADDRESS	BB&T
ACCOUNT NUMBER	*****3521
ROUTING NUMBER	061113415
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Clear Thinking Enterprises
TRANSACTION CODE/ADVICE NUMBER	120730062528
FED WIRE ID CONFIRMATION	073011B7031R018929
DISBURSEMENT NUMBER	10045B
DISBURSEMENT 3	
CLIENT NAME	Joseph Carswell
DISBURSEMENT DATE	7/31/12
AMOUNT	100,000.00
BANK NAME AND ADDRESS	POPULAR COMMUNITY 11101 La Reina Ave Downey, CA 902410



ACCOUNT NUMBER	****61382
ROUTING NUMBER	122239869
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Abdou Lebrik
TRANSACTION CODE/ADVICE NUMBER	120731037526
FED WIRE ID CONFIRMATION	073111B7031R011987
DISBURSEMENT NUMBER	10045C
DISBURSEMENT 4	
CLIENT NAME	o/b/o Joseph Carswell
DISBURSEMENT DATE	7/31/12
AMOUNT	15,000.00
BANK NAME AND ADDRESS	Suntrust Bank, NA
ACCOUNT NUMBER	*****426094
ROUTING NUMBER	061000104
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Raysa Angelina Compres
TRANSACTION CODE/ADVICE NUMBER	120731037901
FED WIRE ID CONFIRMATION	073111B7031R012107
DISBURSEMENT NUMBER	10045D
DISBURSEMENT 5	
CLIENT NAME	Jeffrey Smith
DISBURSEMENT DATE	8/13/12
AMOUNT	30,000.00
BANK NAME AND ADDRESS	BB&T
ACCOUNT NUMBER	*****3521
ROUTING NUMBER	061113415
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Clear Thinking Enterprises
TRANSACTION CODE/ADVICE NUMBER	120813051958
FED WIRE ID CONFIRMATION	081311B7031R013065
DISBURSEMENT NUMBER	10045E
DISBURSEMENT 6	
CLIENT NAME	o/b/o Joseph Carswell
DISBURSEMENT DATE	8/13/12
AMOUNT	20,000.00
BANK NAME AND ADDRESS	Suntrust Bank, NA
ACCOUNT NUMBER	*****426094
ROUTING NUMBER	061000104
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Raysa Angelina Compres
TRANSACTION CODE/ADVICE NUMBER	120813052428
FED WIRE ID CONFIRMATION	081311B7031R013288
DISBURSEMENT NUMBER	10045F
DISBURSEMENT 7	
CLIENT NAME	Ruben Gomez o/b/o Joseph Carswell
DISBURSEMENT DATE	8/13/12
AMOUNT	30,000.00
BANK NAME AND ADDRESS	Bank of America, NA
ACCOUNT NUMBER	07504-69169
ROUTING NUMBER	026009593
SWIFT NUMBER (IF APPLICABLE)	N/A

BENEFICIARY NAME	H.I.L.D.A. Investments LLP
TRANSACTION CODE/ADVICE NUMBER	120813122388
FED WIRE ID CONFIRMATION	081311B7031R038557
DISBURSEMENT NUMBER	10045G
NOTES:	Funds received from Jose Octavio Yenny o/b/o Joseph Carswell
DISBURSEMENT 8	
CLIENT NAME	o/b/o Joseph Carswell
DISBURSEMENT DATE	8/14/12
AMOUNT	15,000.00
BANK NAME AND ADDRESS	Suntrust Bank, NA
ACCOUNT NUMBER	*****426094
ROUTING NUMBER	061000104
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Raysa Angelina Compres
TRANSACTION CODE/ADVICE NUMBER	120813123540
FED WIRE ID CONFIRMATION	081411B7031R
DISBURSEMENT NUMBER	10045H
DISBURSEMENT 9	
CLIENT NAME	o/b/o Joseph Carswell
DISBURSEMENT DATE	8/15/12
AMOUNT	19,320.00
BANK NAME AND ADDRESS	Suntrust Bank, NA
ACCOUNT NUMBER	*****426094
ROUTING NUMBER	061000104
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Raysa Angelina Compres
TRANSACTION CODE/ADVICE NUMBER	120814
FED WIRE ID CONFIRMATION	081211B7031R
DISBURSEMENT NUMBER	10045I

I hereby acknowledge that the funds above have been disbursed according to the client's instructions provided to The Perry Law Group, LLC. Client hereby acknowledges receipt of the above funds.



Keisha R. Perry, Esq.
Date: 8-13-12

SUC 3000

TE

2000 0000 1



HSBC MÉXICO, S.A.
INSTITUCIÓN DE BANCA MÚLTIPLE GRUPO FINANCIERO HSBC

SOLICITUD DE ORDEN DE PAGO INTERNACIONAL



RECA NO. 0310-434-001112/04-07987-0210 FECHA: 12/02/10

Favor de llenar con una letra en cada cuadro sin salirse del espacio. Utilice letra de medida en mayúsculas. Cualquier tachadura o enmendadura, será causa de rechazo.

Instrucciones de llenado

Estimado cliente, antes de hacer el formato es necesario que la persona o institución a la que le enviará el importe (Beneficiario), le proporcione un dato del cual los tiene registrados para en cuenta a la que se descargará el monto, y los datos del banco en donde el Beneficiario mantiene su cuenta (Banco Liquidador). La dirección del Banco Liquidador es requerimiento obligatorio para envíos a Canadá, Londres y países del este. El Beneficiario deberá confirmar con el Banco Liquidador los datos, y el Banco Liquidador confirmará que existen un Banco Intermediario, también deberá confirmarnos y proporcionararnos para que usted lleve a cabo el envío.
Nota: El código de ruta se refiere al código BIC, ABA, CHYP, SWIFT, Routing Code, BIC, etc, que identifica a los bancos a nivel mundial. El código ABA sólo es válido para envíos a Estados Unidos de América (País intermediario) (también recibe preferencia en el Beneficiario, quien deberá confirmarla con el Banco Liquidador).

I. Datos de envío. (DATOS OBLIGATORIOS)

Fecha de envío: 24/10/2012 Importo en la moneda a enviar: 24,100.00 USD

Moneda a enviar. Seleccione con una X la moneda en la cual enviará el importe.

País	Moneda	Código	País	Moneda	Código
Estados Unidos	Dólar	USD X	Canadá	Dólar Canadiense	CAD
Inglaterra	Libra Esterlina	GBP	Noruega	Corona Noruega	NOK
Suiza	Franco Suizo	CHF	Comunidad Europea	Euro	EUR
Dinamarca	Corona Danesa	DKK	Suecia	Corona Sueca	SEK
Japón	Yen Japonés	JPY	México	Peso Mexicano	MXN

II. Datos de quien enviará el importe desde su cuenta en HSBC (Cliente) (DATOS OBLIGATORIOS)

Si nombre, dirección y R.F.C. deberán ser los que tiene registrados para su No. de Cuenta en HSBC México.

Nombre Completo: JOSÉ OCTAVIO JIMÉNEZ GONZÁLEZ
 Lugar de Nacimiento: TEPIC JALISCO
 Fecha de Nacimiento: 21/11/1978
 Dirección: CARRETERA FEDERAL 1501 PISO 20 INT. 201 COL. FUNDACIÓN
 Ocupación: EMPRESARIO Nacionalidad: MEXICANO
 Teléfono (incluye país): 013338950077 Correo Electrónico:
 No. de Cuenta: R.F.C.: 31100630827198

III. Datos del Banco Intermediario: Sólo en caso de que el envío sea a una casa de cambio o que el banco donde mantiene la cuenta el Beneficiario requiera de un Banco Intermediario.

Código de ruta
 Nombre del Banco Intermediario
 Dirección: Calle y Localidad
 Códigos de país, ciudad, estado, código postal, código de oficina, código de sucursal y país

IV. Datos del Banco Liquidador en donde se encuentra la cuenta de la persona a la que enviará el importe. (DATOS OBLIGATORIOS)

Código de ruta del Banco Liquidador: 121000248
 Nombre del Banco Liquidador: Wells Fargo Bank
 Dirección: Calle y Localidad, Estado, Códigos de país, ciudad, estado, código postal, código de oficina, código de sucursal y país: 171 17th Street, NW Atlanta GA 30363 USA

V. Datos de la persona o institución a la que enviará el importe (Beneficiario). (DATOS OBLIGATORIOS)

No. de Cuenta:
 La cuenta debe ser en su moneda, número de dígitos o cifras. Si el envío es a un país de la Unión Europea, es necesario indicar el número de cuenta IBAN de la persona a la que enviará el importe.
 Nombre Completo: THE PERRY LAW GROUP REGISTERED ACCOUNTANT
 Lugar de Nacimiento: ATLANTA
 Fecha de Nacimiento: 01/20/2000 Teléfono (opcional): 404 443 0201
 Dirección: 200 WEST PEARSON STREET SUITE 500 ATLANTA GA 30333

VI. Mensaje para la persona o institución a la que enviará el importe (Opcional).

Para uso exclusivo de HSBC. (Es obligatorio para el ejecutivo registrar esta información).

Folio de PSW:
 Tipo de identificación del cliente o usuario: IFC
 Número de identificación: 6110082952678

Firma del Ejecutivo de Cuenta:
 No. de Firma del Ejecutivo de Cuenta:

Firma del Cliente
 El Cliente manifiesta que la información proporcionada es cierta, verídica y completa y que la firma es la correcta. El Cliente es parte del Cliente que se suscribe a los términos y condiciones establecidos en el momento de la apertura de la cuenta.

DUCAS, ACLARACIONES Y RECLAMACIONES. EL PROCEDIMIENTO DE RECLAMACIONES PREVISTO EN EL ARTICULO 23 DE LA LEY PARA LA TRANSPARENCIA Y OPORTUNIDAD DE LOS SERVICIOS FINANCIEROS SE DESCRIBE EN LA CLÁUSULA DÉCIMA NOVENA DE LOS TÉRMINOS Y CONDICIONES PARA DIBUJOS DE PAGO INTERNACIONALES PARA SERVICIO DUCHO PROCEDIMIENTO LA RECLAMACIÓN RESPECTIVA DEBERÁ DIRIGIRSE A LA UNIDAD ESPECIALIZADA DE ATENCIÓN A USUARIOS LOCALIZADA EN: AV. PASO DE CUARENTÉSIMO, ORGANIZACIÓN CUAUHTÉMOC, C.P. 06000 EN MÉXICO, DISTRITO FEDERAL. TELÉFONOS: 5721390, 5721012 Y 01 800 958 8000 (PÁGINA DE INTERNET) WWW.CUANTUMC.COM.MX



From: Octavio Jimenez Yenny <octavio.jimenez@codigopurpura.com>

To: perrylawgroup <perrylawgroup@aol.com>

Cc: abrasan [REDACTED]@gmail.com>; josephcarswell <[REDACTED]l@gmail.com>

Subject: ESCROW PERRY LAW GROUP

Date: Tue, Jul 24, 2012 4:01 pm

Attachments: Perry Law Group 1.PDF (960K), Perry Law Group 2.PDF (414K)

ESCROW PERRY LAW GROUP

ESCROW AGREEMENT COMPLETION AND SERVICES

JOSE OCTAVIO JIMENEZ YENNY & CAPITAL FUNDING PARTNERS C/O JOSEPH CARSWELL

From: Octavio Jimenez Yenny <octavio.jimenez@codigopurpura.com>

To: perrylawgroup <perrylawgroup@aol.com>

Cc: abrasan [REDACTED]@gmail.com; josephcarswell [REDACTED]@gmail.com

Subject: ESCROW PERRY LAW GROUP

Date: Tue, Jul 24, 2012 4:01 pm

Attachments: Perry Law Group 1.PDF (960K), Perry Law Group 2.PDF (414K)

ESCROW PERRY LAW GROUP

ESCROW AGREEMENT COMPLETION AND SERVICES

JOSE OCTAVIO JIMENEZ YENNY & CAPITAL FUNDING PARTNERS C/O JOSEPH CARSWELL

info

Page 1 of 1

From: joseph carswell [REDACTED]@gmail.com>
To: The Perry Law Group, LLC <perrylawgroup@aol.com>
Subject: info
Date: Tue, Jul 17, 2012 3:19 pm

Client:

JOSE OCTAVIO JIMENEZ YENNY

RE: Escrow Agreement for wire of 250K for 20M SBLC

Provider: Capital Funding Partners

Thanks



PLG Paymaster <paymaster@theperrylawgroup.com>

Fw: Fwd: Ukrainian client - 5M SBLC

Mike Fullard [redacted]@yahoo.com>
Reply-To: Mike Fullard [redacted]@yahoo.com>
To: joseph [redacted] <[redacted]@gmail.com>

Mon, Apr 1, 2013 at 12:56 PM

NEED ESCROW AGREEMENT FOR THE 5M, AS WELL
120K.

THANKS,

Mike Fullard
[redacted]
Myrtle Beach SC [redacted]
[redacted]
[redacted]@yahoo.com

----- Forwarded Message -----

From: Brad Howell <brad.howell@broadparkcapital.com>
To: joseph [redacted]@gmail.com>
Cc: mike fullard [redacted]@yahoo.com>
Sent: Sunday, March 31, 2013 3:06 PM
Subject: Fwd: Ukrainian client - 5M SBLC

CIS & passport for 120k client 5m

Thanks
Brad

Sent from my iPhone

Begin forwarded message:

From: Tony Nguyen <tony.bsan@gmail.com>
Date: March 31, 2013, 2:55:07 PM EDT
To: Brad Howell <brad.howell@broadparkcapital.com>
Subject: Ukrainian client - 5M SBLC

Hi Brad,

Here is the attached CIS / Passport.

She said that the escrow wire will be sent in the middle of next week, maybe
Wednesday.



She plans to do 15M 2nd tranche, 200M third tranche, 500M 4th.

I am sure she will send wire in the middle of week QUICKLY than chinese client.

Tony



Olga-CIS.odt
140K

THE PERRY LAW GROUP, LLC

101 Marietta Street, Suite 2600

Atlanta, GA 30303

perrylawgroup@aol.com

Telephone: 404-589-3581

Facsimile: 404-589-3586

FUND DISBURSEMENT LOG

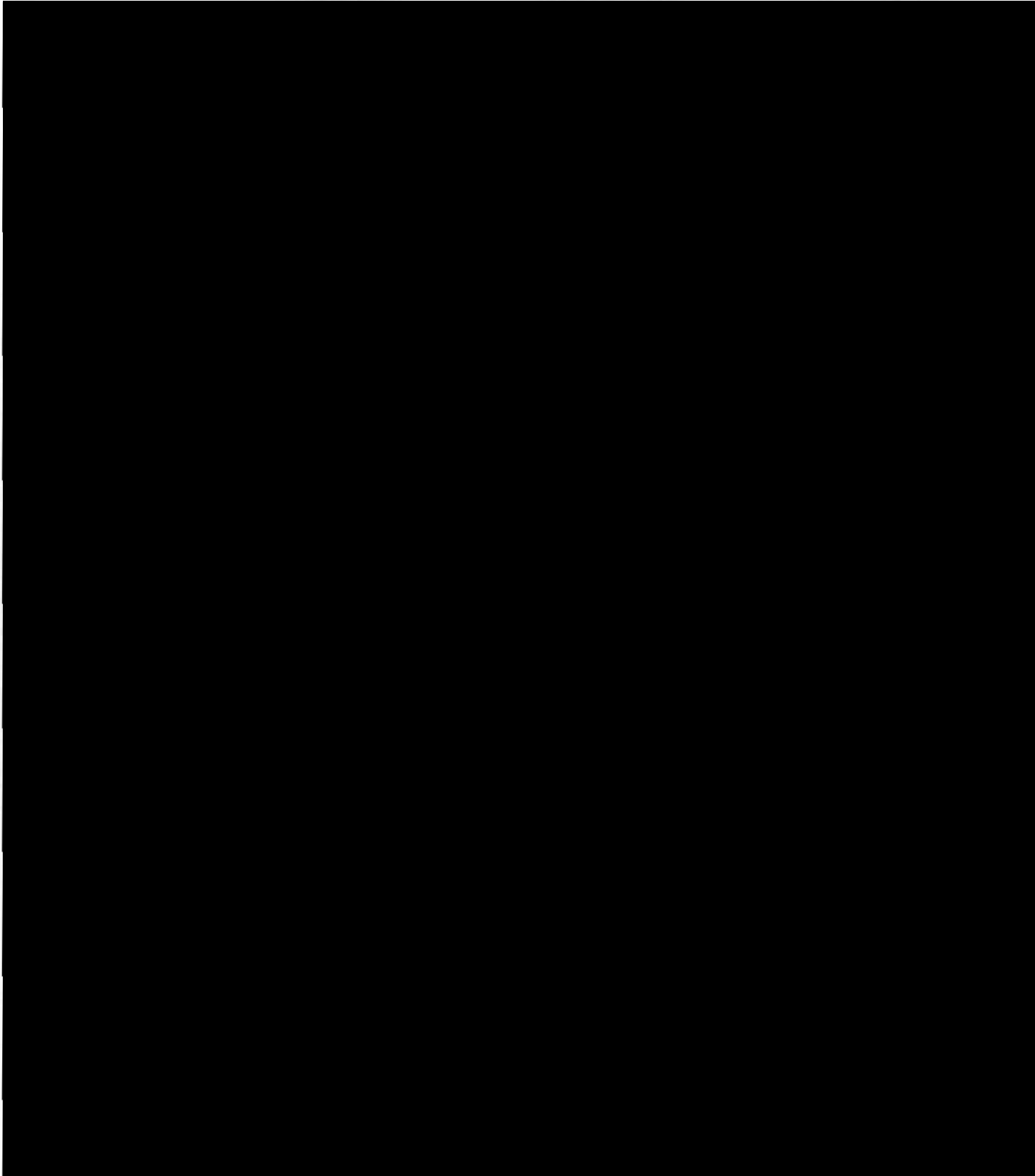
CLIENT NAME	Carswell & Associates c/o Joseph Carswell
DATE OF RECEIPT OF FUNDS	1/11/10
DATE OF DISBURSEMENT	1/11/10
TOTAL AMOUNT RECEIVED	35,000.00
COMMISSION AMOUNT TO PLG (2%)	(\$700.00)
ADDITIONAL FEES TO PLG	(\$0.00)
TOTAL TO BE DISBURSED TO CLIENT	\$34,300.00
NO. OF PARTIES TO TRANSACTION	1
AMOUNT DISBURSED TO CLIENT	\$34,300.00
AMOUNT REMAINING IN ESCROW THIS DISBURSEMENT	\$0.00
TOTAL AMOUNT REMAINING FOR CLIENT	\$0.00
DISBURSEMENT 1	
BANK NAME AND ADDRESS	Chase Bank 1910 Hwy 20 Conyers, GA 30013
ACCOUNT NUMBER	852798891
ROUTING NUMBER	061092387
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Carswell & Associates
FED WIRE ID CONFIRMATION	001332
TRANSACTION CODE/ADVICE NUMBER	20100111-52790
NOTES:	Funds rec'd from T.L Gilliam LLC
DISBURSEMENT NUMBER	10033

I hereby acknowledge that the funds above have been disbursed according to the client's instructions provided to The Perry Law Group, LLC. Client hereby acknowledges receipt of the above funds.

Keisha R. Perry, Esq.

Date: 1-11-10

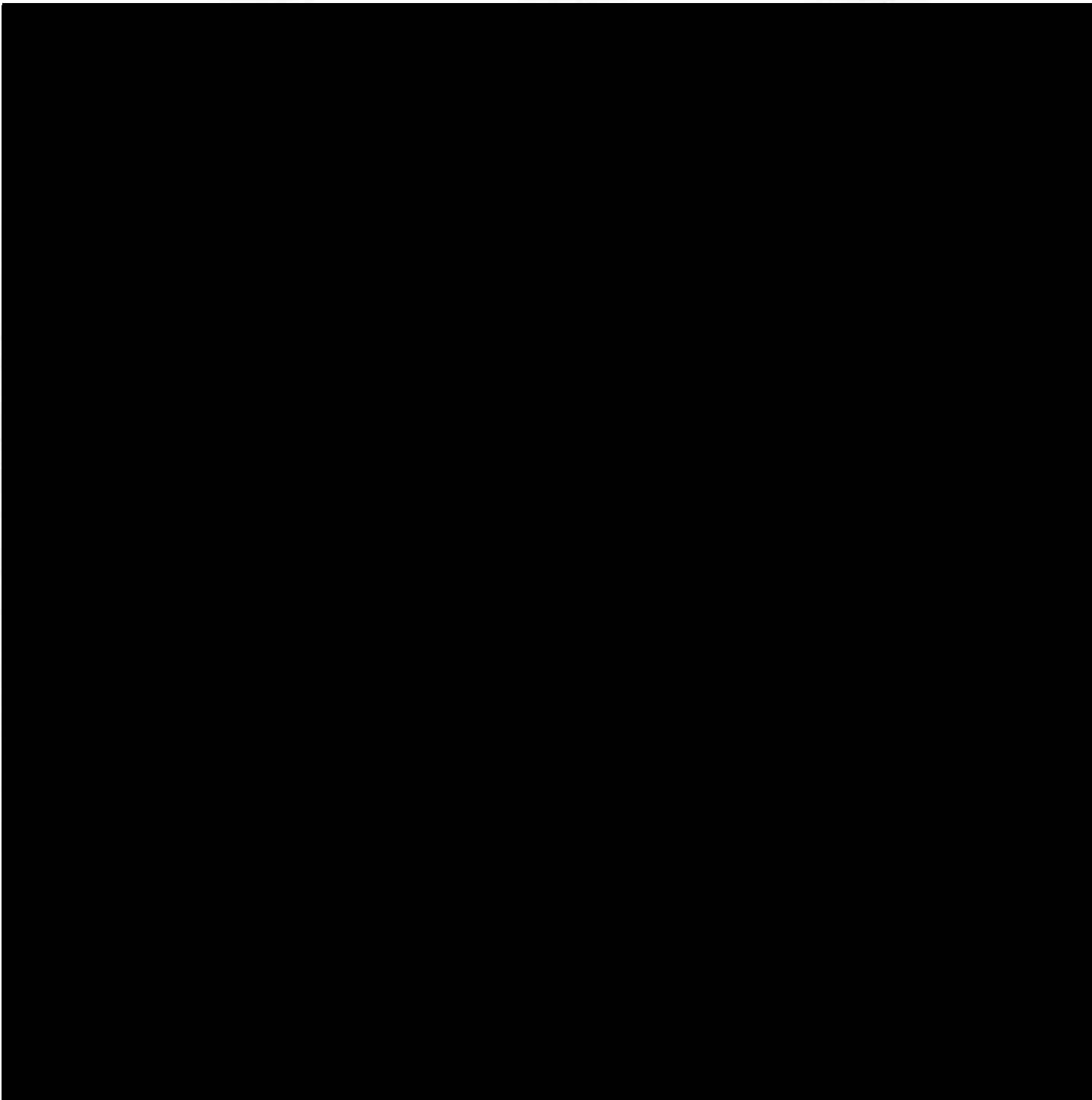


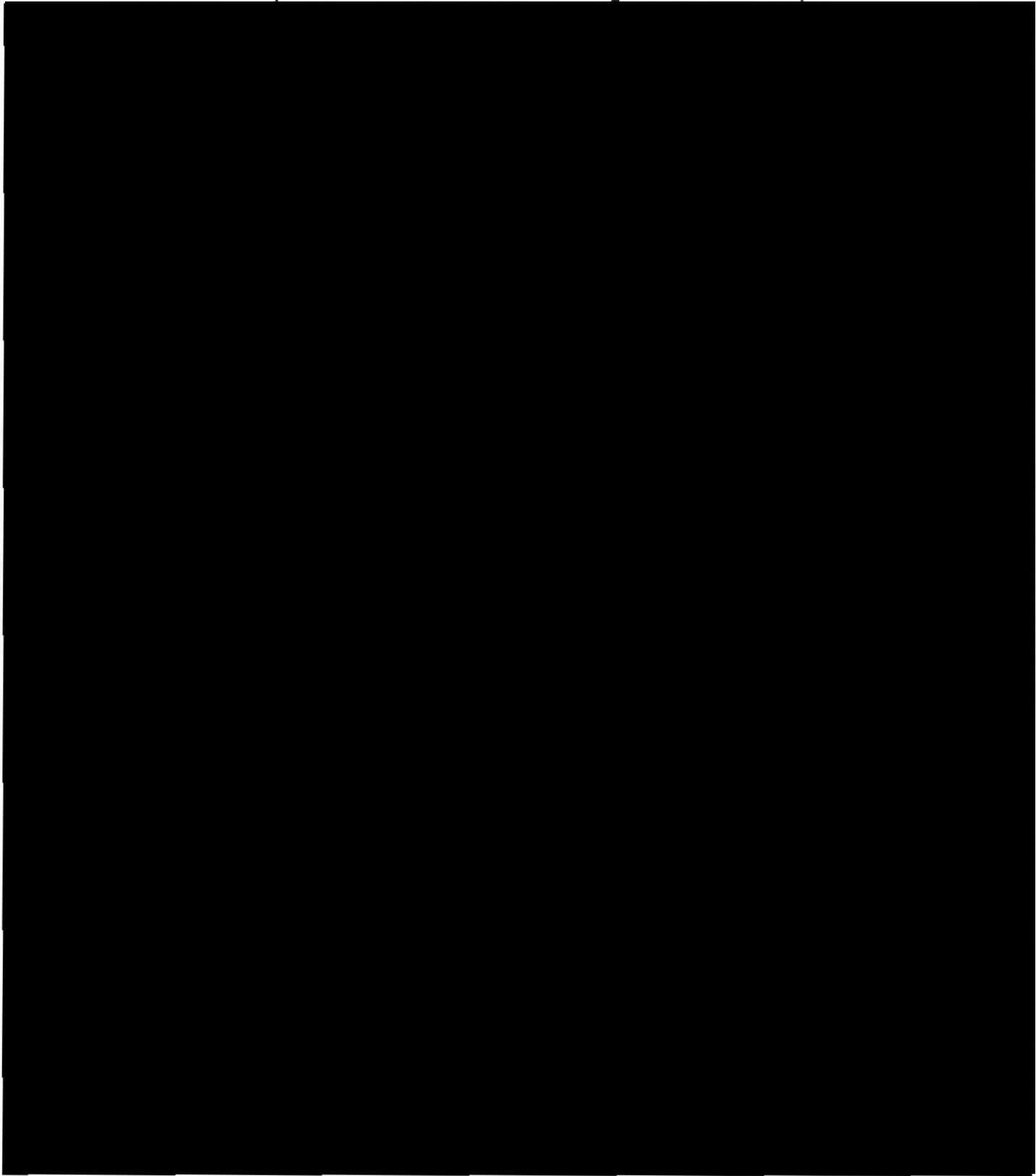


HAS BEEN RECEIVED AND VERIFIED.

EXHIBIT
25
8/25/15 PW

RECEIVED - WYOMING, N. J.







By signing you understand that this commitment is a legal binding agreement;

Atlanta Capital & Finance LLC

David Bye

THE PERRY LAW GROUP, LLC

600 West Peachtree Street, Suite 1560
Atlanta, GA 30308
www.perrylawgroup.com

Telephone: 404-733-0201

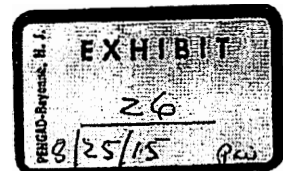
Facsimile: 404-733-0109

FUND DISBURSEMENT LOG

DATE OF RECEIPT OF FUNDS	12/3/12
TOTAL AMOUNT RECEIVED	\$20,000.00
COMMISSION AMOUNT TO PLG (2%)	(\$400.00)
ADDITIONAL FEES	(\$25.00) Cashier's Check Fec
TOTAL TO BE DISBURSED TO CLIENT	\$19,575.00
AMOUNT REMAINING IN ESCROW AFTER THIS DISBURSEMENT	\$ 0.00
DISBURSEMENT 1	
CLIENT NAME	Joseph Carswell
DISBURSEMENT DATE	12/4/12
AMOUNT	7,475.00
BANK NAME AND ADDRESS	N/A
ACCOUNT NUMBER	N/A
ROUTING NUMBER	N/A
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Joseph Carswell
FED WIRE ID CONFIRMATION	N/A
TRANSACTION CODE/ADVICE NUMBER	N/A
DISBURSEMENT NUMBER	10047A
NOTES	Paid via Cashier's Check # 6683700388
DISBURSEMENT 2	
CLIENT NAME	Jeffrey Smithe
DISBURSEMENT DATE	12/4/12
AMOUNT	12,100.00
BANK NAME AND ADDRESS	BB&T
ACCOUNT NUMBER	*****3521
ROUTING NUMBER	061113415
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Clear Thinking Enterprises
TRANSACTION CODE/ADVICE NUMBER	121204-050101
FED WIRE ID CONFIRMATION	120411B7031R-014827
DISBURSEMENT NUMBER	10047B
NOTES	Funds received from Gabriel Gaide

I hereby acknowledge that the funds above have been disbursed according to the client's instructions provided to The Perry Law Group, LLC. Client hereby acknowledges receipt of the above funds.

Keisha R. Perry, Esq.
Date: 12-4-12



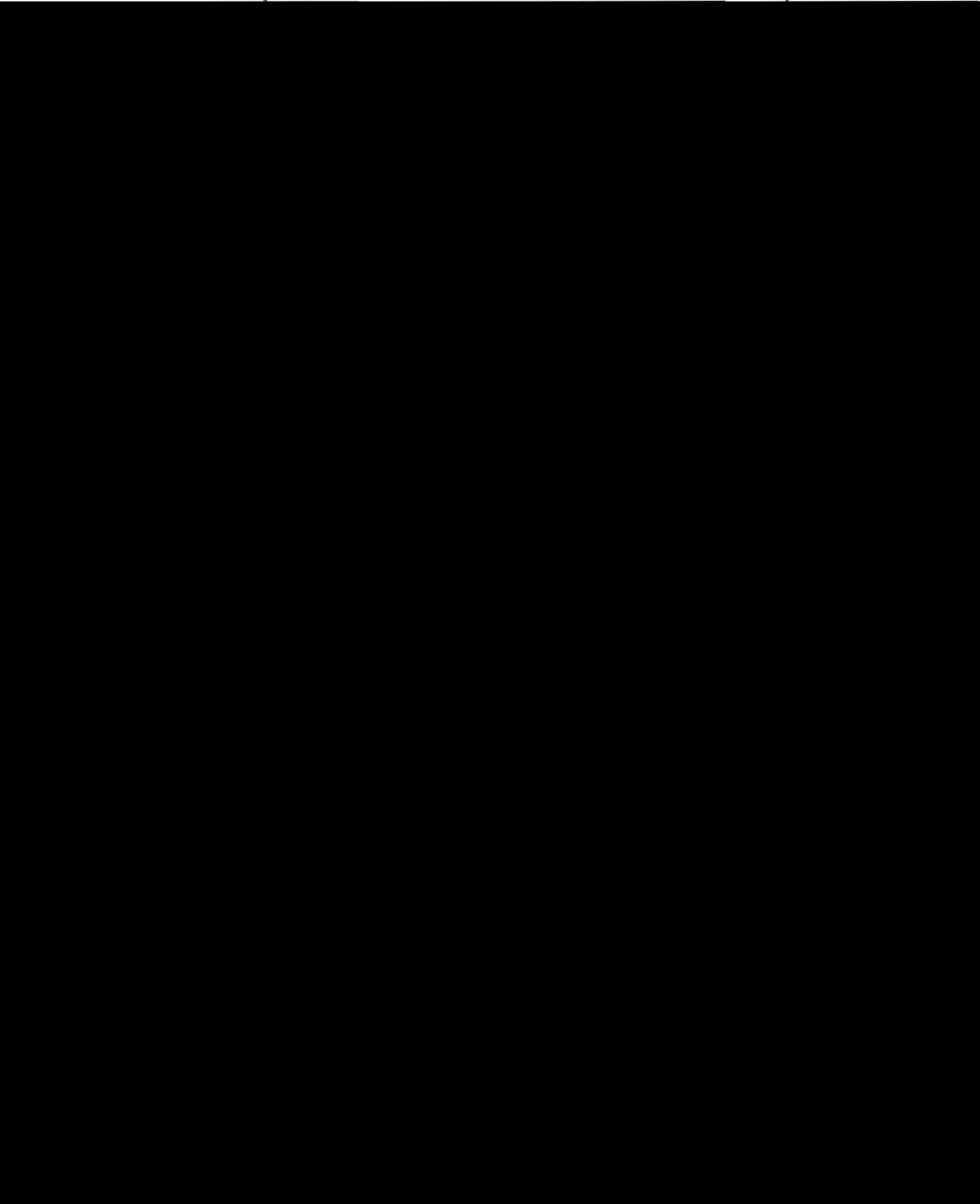
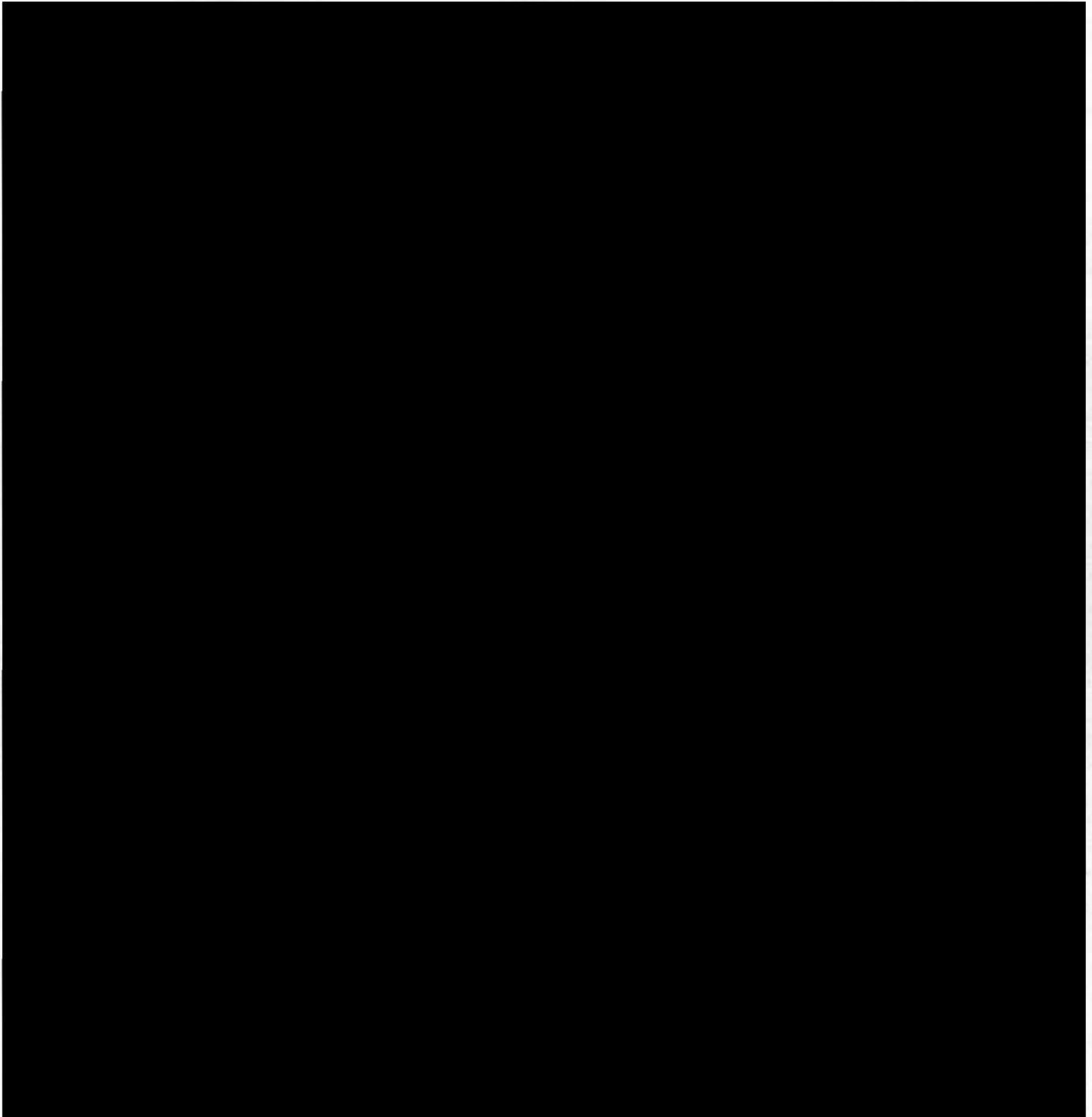
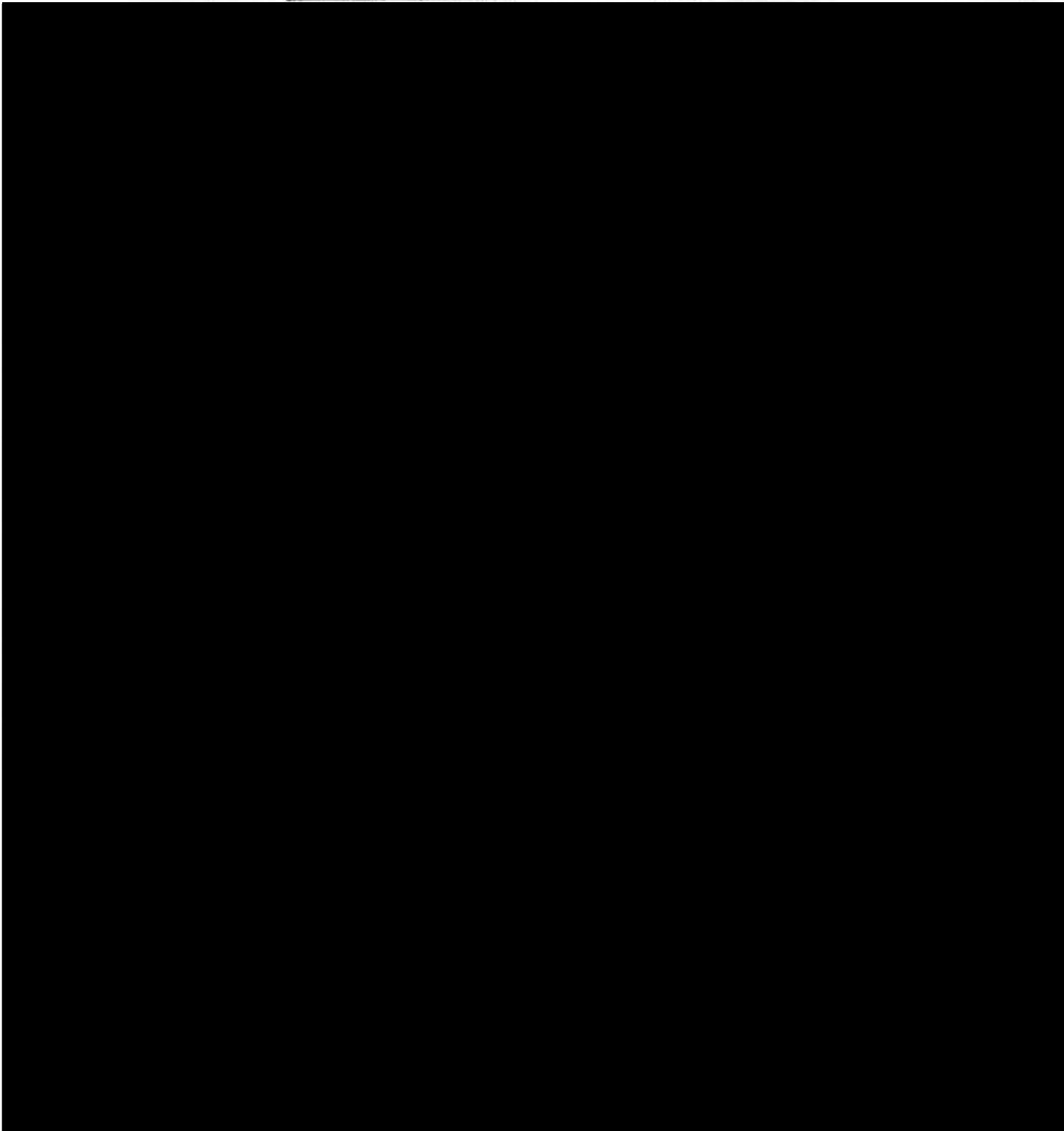
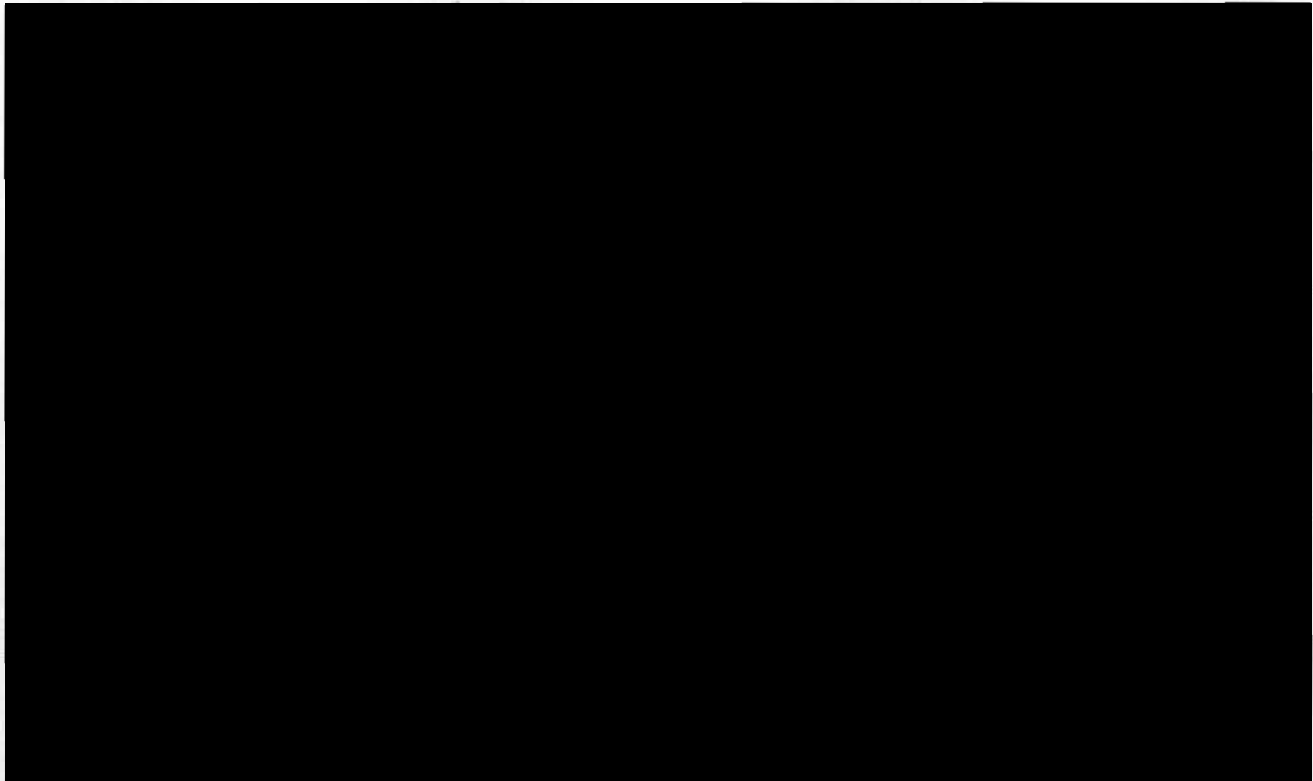


EXHIBIT
27
8/25/15 pw







By signing you understand that this commitment is a legal binding agreement;

Atlanta Capital & Finance LLC

Giovanna Diana

**The Perry Law Group
Escrow Agreement**

THIS ESCROW AGREEMENT dated as of this 11th day of March, 2013, by and between Atlanta Capital, LLC 3040 Peachtree Street, Atlanta, GA 30305 ("AC"), Ferné & Son Energy Corp. having address at 38 W. Suffolk Avenue Central Islip, NY 11722 ("FSEC") and The Perry Law Group, LLC having address at 600 West Peachtree Street, Suite 1560 Atlanta, GA 30308 (the "Escrow Agent") (collectively the "Parties").

WITNESSETH:

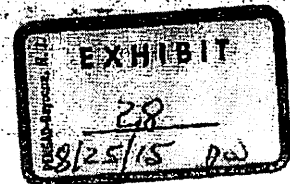
- (A) Whereas, AC and FSEC are parties to a Letter of Commitment ("LOC") dated as of March 12, 2013 whereby FSEC is engaging the services of AC to secure a MTN or SBLC/BG in the amount of Five Million Dollars (\$5,000,000 USD) ("Instrument") from National Westminster Bank London or HSBC London/Hong Kong for business related activities;
- (B) Whereas, pursuant to the terms of the LOC, FSEC has agreed to deliver the sum of One Hundred Thousand Dollars (\$100,000.00 USD) to the Escrow Agent to be held in accordance with the terms of the Escrow Agreement and released upon verification of the MT 760
- (C) Whereas, AC and FSEC each appoint the Escrow Agent to serve as an escrow agent hereunder, and
- (D) Whereas, the Escrow Agent has agreed to act as escrow agent pursuant to the terms and conditions of this Agreement; and

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

1. **Definitions.** For the purposes of this Agreement, capitalized terms used in this Agreement and not otherwise defined have the meanings specified in the LOC.
2. **Term.** This Agreement shall commence on the date first above written and shall continue thereafter until all escrow funds (as defined below) have been disbursed by the Escrow Agent in accordance with the terms and conditions hereof (the "Term").
3. **Escrow Funds.** The Escrow Agent shall acknowledge receipt in writing of One Hundred Thousand Dollars (\$100,000.00) (hereinafter "Escrow Funds") after received from FSEC. FSEC and AC hereby appoint the Escrow Agent to hold the Escrow Funds and disburse in accordance with the provisions of this Escrow Agreement.
4. **Escrow Instructions.** AC and FSEC have provided to the Escrow Agent, escrow instructions, attached hereto as Exhibit A, which outlines in detail the terms under which the Escrow Funds shall be released according to the instructions provided by AC.

130311-1009, 1
AC initials *[Signature]*

FSEC's initials



5. **Ownership of Funds.** It is acknowledged by the parties that until all instructions of Exhibit A are complied with, the Escrow Funds minus Escrow Agent's fee and any related service fees as outlined herein as stated below shall remain the property of FSEC.

6. **Distribution of Escrow Fund Disputes.**

a. The Termination Date shall be defined as the date upon which the compliance of all instructions of Exhibit A is completed and the disbursement of the Escrow Funds as stated therein.

b. Either party (the "Requesting Party") may deliver signed instructions as evidenced in Exhibit B to the Escrow Agent (the "Release Instructions") instructing the Escrow Agent to release funds from the Escrow Fund, provided that AC may not deliver such Release Instructions to the Escrow Agent prior to the compliance of all terms on Exhibit A and Escrow Agent may not act on such Release Instructions prior to the compliance of all terms on Exhibit A without the express written consent of FSEC. The Requesting Party shall deliver to the other party (the "Non-Requesting Party") a copy of the Release Instructions concurrently with its delivery to the Escrow Agent. If the Non-Requesting Party objects to the release of any funds from the Escrow Fund as set forth in the Release Instructions, it shall deliver written notice (a "Notice of Dispute") to the Requesting Party and the Escrow Agent within a period of 2 business days after receipt of the Release Instructions and communication from the Escrow Agent setting forth in reasonable detail the reason why the Non-Requesting Party is disputing the Release Instructions. The Non-Requesting Party shall deliver to the Requesting Party a copy of the Notice of Dispute concurrently with its delivery to the Escrow Agent. If the Non-Requesting Party fails to deliver a Notice of Dispute to the Requesting Party and the Escrow Agent within said period of 2 business days, or if the Notice of Dispute does not dispute the payment of a portion of the amount set forth in the Release Instructions (the "Undisputed Portion"), then the Escrow Agent shall immediately pay to the Requesting Party the amount of the payment set forth in the Release Instructions on the Undisputed Portion, as applicable. If the Escrow Agent receives a Notice of Dispute, the Escrow Agent shall not pay any amounts which are being disputed unless, until and only to the extent that the Escrow Agent (i) receives joint written instructions signed by FSEC and AC regarding the payment of funds, or (ii) is directed to make such payment by a court or arbitrator adjudicating such dispute.

c. On the Termination Date, all Escrow Funds shall be disbursed. Any taxes or fees incurred on Escrow Funds or as a result thereof shall be the responsibility of party ultimately receiving the funds.

d. On the first anniversary of the execution date hereof (the "Anniversary Date"), all amounts in the Escrow Fund, to the extent not paid to AC, Escrow Agent or subject to a Notice of Dispute in accordance with Section 6(b) above, shall be released by the Escrow Agent back to FSEC. Any amounts remaining in the Escrow Fund that are subject to a Notice of Dispute shall be released in accordance with Section 6(b) above.

7. Escrow Agent's Disclaimers. The obligations of the Escrow Agent under this Agreement are subject to the following terms and conditions:

- a. Except for this Agreement, the Escrow Agent is not a party to and is not bound by any other agreement between AC and FSEC. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and the Escrow Agent shall only be liable for the performance of such duties and obligations as are specifically set forth in this Agreement.
- b. The Parties hereby agree that the Escrow Agent is not serving in the capacity of legal counsel to either party in this transaction. Each party warrants that they have engaged independent legal counsel to provide advice regarding any agreements entered into or has willingly waived his/her right to do so.
- c. The Escrow Agent is not making any representations or warranties regarding the validity of any other agreements entered into by the parties nor is Escrow Agent guaranteeing the performance of any party to this Agreement except as stated herein.
- d. The Escrow Agent acts hereunder as a depository only and is not responsible for or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instruments, documents, agreements, or other materials deposited with it. The Escrow Agent shall not be required to defend any legal proceeding which may be instituted against it with respect to the subject matter of this Agreement unless it is requested to do so by one of the parties and is indemnified by such requesting party to the Escrow Agent's satisfaction against the cost and expenses including attorney's fees of such defense, unless arising from the Escrow Agent's had fault or willful misconduct. The Escrow Agent shall not be required to institute legal proceedings of any kind. The Escrow Agent shall not be required to perform any acts which will violate any law or applicable rules of any governmental agency.
- e. The Escrow Agent shall not in any way be bound or affected by any notice of modification or cancellation of this Agreement unless in writing signed by AC and FSEC, nor shall the Escrow Agent be bound by any modification hereof

unless the same shall be reasonably satisfactory to it. The Escrow Agent shall be entitled to rely upon any notice, certification, demand or other writing delivered to it hereunder by FSEC or AC without being required to determine the authenticity or the correctness or any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment.

- f. The Escrow Agent may consult counsel, including its in-house counsel, and act in reliance upon any signature reasonably believed by it to be genuine, and may assume that any person purporting to give any notice or receipt, or make any statements, in connection with the provisions hereof has been duly authorized to do so.
- g. The Escrow Agent may consult counsel, including its in-house counsel, and act relative hereto in reliance upon advice of counsel in reference to any matter connected herewith, and neither it, its directors, officers or employees shall be liable for any mistake of fact or error of judgment, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.
- h. AC and FSEC, jointly and severally, covenant and agree to indemnify the Escrow Agent and hold it harmless without limitation from and against any loss, liability or expense of any nature incurred by the Escrow Agent arising out of or in connection with this Agreement or with the administration of its duties hereunder, including but not limited to legal fees and other costs and expenses of defending or preparing to defend against any claim or liability in the premises, unless such loss, liability or expense shall be caused by the Escrow Agent's gross negligence, bad faith, or willful misconduct. In no event shall the Escrow Agent be liable for indirect, punitive, special or consequential damages.
- i. The Escrow Agent shall have no responsibility to invest or reinvest any monies in the Escrow Funds.
- j. The Parties understand, agree, and acknowledge that the Escrow Funds are being held in an account under which no interest is paid to the account holder. Accordingly, the Parties acknowledge that the Escrow Funds are being held in an account which interest shall not be paid to any Party to this Agreement.

8. **Resignation of Escrow Agent.** The Escrow Agent may resign and be discharged of its duties as Escrow Agent hereunder upon thirty (30) days written notice to AC and

FSEC. Such resignation shall take effect thirty (30) days after the giving of such notice and the return of all Escrow Funds deposited with Escrow Agent.

9. **Appointment of Successor Escrow Agent.** In the event of the resignation of the Escrow Agent or its removal from office, AC and FSEC shall jointly and in good faith appoint a successor upon mutual agreement of the parties.
10. **Escrow Agent's Fee.** Escrow Agent's fee shall be equal to two percent (2%) of the Escrow Fund amount and shall be deemed earned upon the deposit of the Escrow Funds by FSEC. It is hereby acknowledged by the parties that in the event of non-compliance or non-performance with Exhibit A by AC and the Escrow Funds are required to be returned to FSEC, the Escrow Agent's Fee shall be deducted prior to the return of any sums to FSEC. The Escrow Agent shall be entitled to reimbursement on demand for all expenses incurred in connection with the administration of this Agreement or the escrow created hereby which are in excess of its compensation for normal services hereunder, including without limitation, payment of any legal fees and expenses incurred by the Escrow Agent in connection with resolution of any claim by any party hereunder. The Escrow Agent is hereby granted a lien on the Escrow Funds to protect, indemnify, and reimburse itself for all fees, costs, expenses and liabilities arising out of this Agreement and the performance of its duties hereunder.

Escrow Agreement Preparation Fee: \$650.00
Other Fees/Attorney Billed at Cost (if applicable)

AC shall be responsible for the payment of the Escrow Fee and all related expenses upon execution of this Escrow Agreement. In the event that the Escrow Account is not funded, the Escrow Fee, and all related expenses, remain due and payable, and if paid, will not be refunded. The fees quoted in this schedule apply to services ordinarily rendered in the: (1) preparation and review of the Escrow Agreement and negotiations and discussions with the Parties to the Escrow Agreement (2) administration of the Escrow Account and wiring of funds. Services in addition to and not contemplated in this Agreement, including, but not limited to, document amendments and revisions, notices and reports, and legal fees, will be billed as additional expenses at the rate of Three Hundred Dollars (\$300.00 U.S.D.) per hour. Unless otherwise indicated, the above fees relate to the administration of the initial One Hundred Thousand Dollars (\$100,000.00) deposited with the Escrow Agent. Additional deposits in conjunction with the same transaction and Escrow Agreement will incur an additional charge.

11. **Expenses.** All reasonable costs, expenses and fees of the Escrow Agent incurred in connection with the performance of its duties and obligations hereunder, including any outside counsel fees reasonably incurred by it after prior notice to the parties, shall be borne equally by the parties hereto. The Escrow Agent shall have the right to withhold from the Escrow Funds prior to distribution, its costs, fees and expenses due

hereunder. The Parties hereby acknowledge and agree to pay a fee in the amount of Six Hundred and Fifty Dollars (\$650.00) for the drafting of this Escrow Agreement as outlined in Clause 10 above. Such amount shall be deducted upon receipt of the Escrow Funds.

12. **Limitation of Liability:** The Escrow Agent is hereby required only to retain and disburse the Escrow Funds as herein provided. The Escrow Agent's duties are only such as are specifically provided herein and are administrative, not discretionary. The Escrow Agent shall not be required to determine whether or not the terms and conditions of the LOC have been complied with by the parties. The Escrow Agent shall have no responsibility hereunder other than to follow faithfully the instructions attached as Exhibit A herein or such further supplemental instructions as FSEC and AC may mutually provide and shall incur no liability whatsoever to FSEC or AC except for gross negligence or willful misconduct. The Escrow Agent shall not be subject to liability with respect to losses suffered from the LOC. The Escrow Agent may consult with counsel and shall be fully protected in any action taken in good faith in accordance with such advice. The Escrow Agent shall be fully protected in acting in accordance with any written instructions of FSEC and/or AC given to it hereunder and reasonably believed by it to have been executed by the proper parties.
13. **Option to Interplead.** If any two parties to this Escrow Agreement shall be in disagreement over the interpretation of this Escrow Agreement, or over their respective rights and obligations, or if any other dispute shall arise hereunder, or if the Escrow Agent otherwise has any doubts as to the proper disposition of the funds or the execution of any of its duties hereunder, the Escrow Agent may, at its sole discretion, file an action in interpleader to resolve such disagreement in any Georgia State or Federal court sitting in the City of Atlanta. The Escrow Agent shall be indemnified for all costs, including reasonable attorney's fees and expenses, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in the interpleader action is resolved.
14. **Reporting.** The Escrow Agent shall, from time to time at the request of the AC or the FSEC, advise the requesting party as to the balance of the Escrow Funds then being held by the Escrow Agent. Upon the close of escrow, the Escrow Agent shall prepare an accounting or settlement setting forth, among other things, the disbursement of the Escrow Funds and the payment of the Escrow Agent's fees and costs.
15. **Notices.** All notices and other communications required or permitted under this Escrow Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other messenger), when sent by electronic facsimile or four days following the day when deposited in the United States mail, registered or certified air mail, postage prepaid, return receipt requested, addressed as set forth below:

If to FSEC:

Ferme & Son Energy Corp.
38 W. Suffolk Avenue

If to AC:

Atlanta Capital, LLC
3040 NE Peachtree RD
Atlanta Georgia 30305

If to Escrow Agent:

The Perry Law Group, LLC
600 West Peachtree Street, Suite 1500
Atlanta, GA 30308

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section for the giving of notice.


16. **Successors and Assigns.** This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but in no event shall any person not a party hereto have any rights to the monies or investments in the Escrow Fund as a third party beneficiary or otherwise. No party hereto may assign or transfer its rights or obligations hereunder without the prior written consent of the other parties hereto.
17. **Governing Law.** This Escrow Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by the laws of the State of Georgia, without regard to its conflicts of law doctrine. All disputes under this Agreement shall be governed by a court of competent jurisdiction located in the city of Atlanta in the State of Georgia.
18. **Waiver.** Waiver of any term or condition of this Escrow Agreement by any party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Escrow Agreement.
19. **Headings.** The section headings contained in this Escrow Agreement are convenient references only and shall not in any way affect the meaning or interpretation of this Escrow Agreement.
20. **Counterparts.** This Escrow Agreement may be executed in one or more counterparts (including by facsimile), each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which taken together shall constitute one and the same instrument. This Escrow Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

Central Islip, NY
11722

21. **Entire Agreement.** This Escrow Agreement, embody the entire understanding of the parties hereto which pertain to the subject matter hereof and supersede all prior or contemporaneous agreements, representations, conditions or undertakings not included herein and therein which pertain to the subject matter hereof. This Escrow Agreement may be amended only in writing, signed by all parties hereto, and no purported oral waiver or amendment of any provision hereof shall be effective.

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

Atlanta Capital, LLC

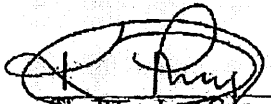

By Its Authorized Signatory

3-15-13
Date

Ferme & Son Energy Corp.

By Its Authorized Signatory

Date 3/15/2013


The Perry Law Group
By: Keisha R. Perry

3.16.13
Date

EXHIBIT A

TRANSFER AGENT INSTRUCTIONS

FSEC and AC hereby agree that the procedures and terms set forth below shall be an accurate statement of the instructions to be complied with by Escrow Agent:

1. AC and FSEC shall review and execute this Escrow Agreement.
2. Upon the execution of this Escrow Agreement, FSEC shall deposit One Hundred Thousand Dollars (\$100,000.00) ("Escrow Funds") with the Escrow Agent.
3. The Escrow Agent shall disburse any and all amounts held with the Escrow Agent only upon the joint written authorization of FSEC and AC. FSEC and AC shall deliver such authorizations on a timely basis and in conformity with the LCC.
4. FSEC shall authorize Escrow Agent to release the Escrow Funds in accordance with the instructions of AC in order to secure the instrument and to cover the swiff fees.

The foregoing escrow disbursement instructions are ACCEPTED AND AGREED by:

Atlanta Capital, LLC

Ferme & Son Energy Corp.


By Its Authorized Signatory


By Its Authorized Signatory

Exhibit "B"
RELEASE AUTHORIZATION

The Perry Law Group, LLC
Attn: Keisha Perry, Esq.
600 West Peachtree Street Suite 1560
Atlanta, GA 30308

REQUEST AND AUTHORIZATION TO RELEASE FUNDS

Ferre & Son Energy Corp. ("Sender"), hereby authorizes The Perry Law Group ("Firm")
to immediately release the funds that were transferred to the Firm's IOLTA Account in the
amount of \$One Hundred Thousand Dollars (\$100,000.00) on _____ 20____ and
having a Wire Transaction Number of _____ for further credit to
Atlanta Capital ("Recipient"), and his/her/its designees.

The aforementioned sum is NOT intended to be held in escrow, but is due for immediate
release to Recipient, upon delivery of the MT 760, and verification by signing below. I certify
that I am the Sender and owner of the funds and hereby authorize to grant this release.

Ferre & Son Energy Corp.

By Its Authorized Signatory _____

Date _____

Email Address _____

Phone Number _____

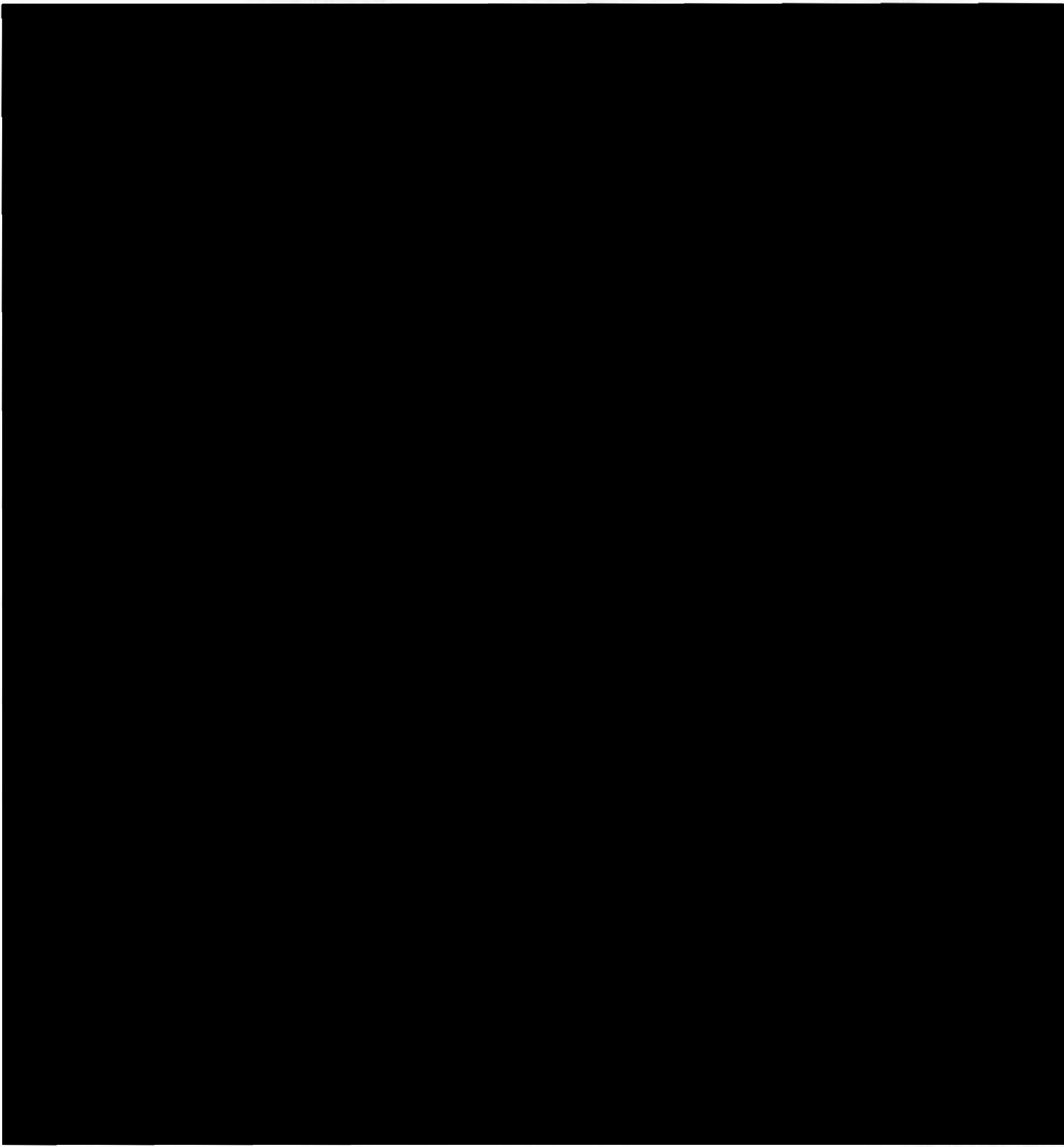
ATTACH A CLEAR, COLOR COPY OF YOUR ID TO THIS PAGE.

Joseph Ferme

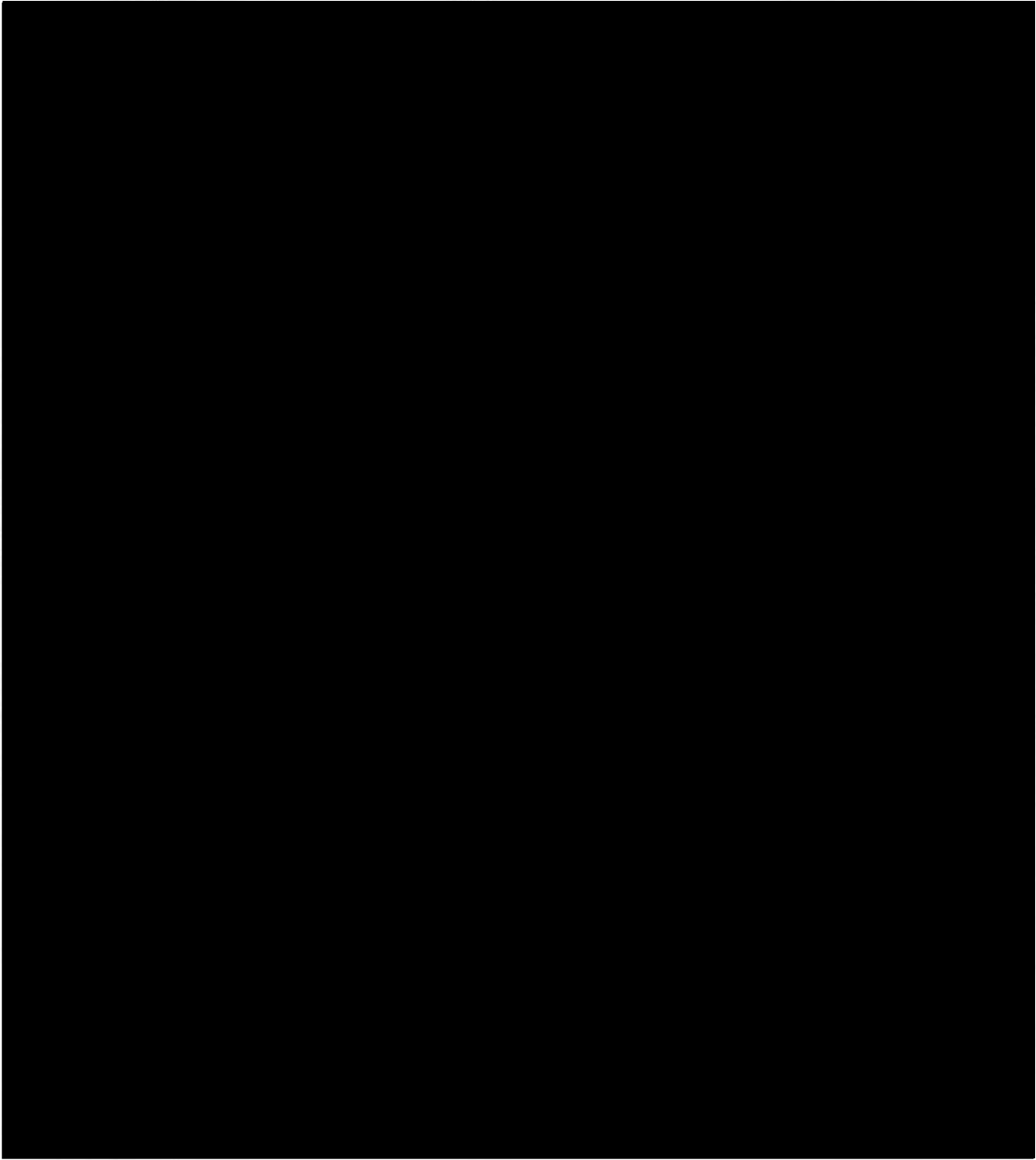
AC Initials *JF*
190311-180591

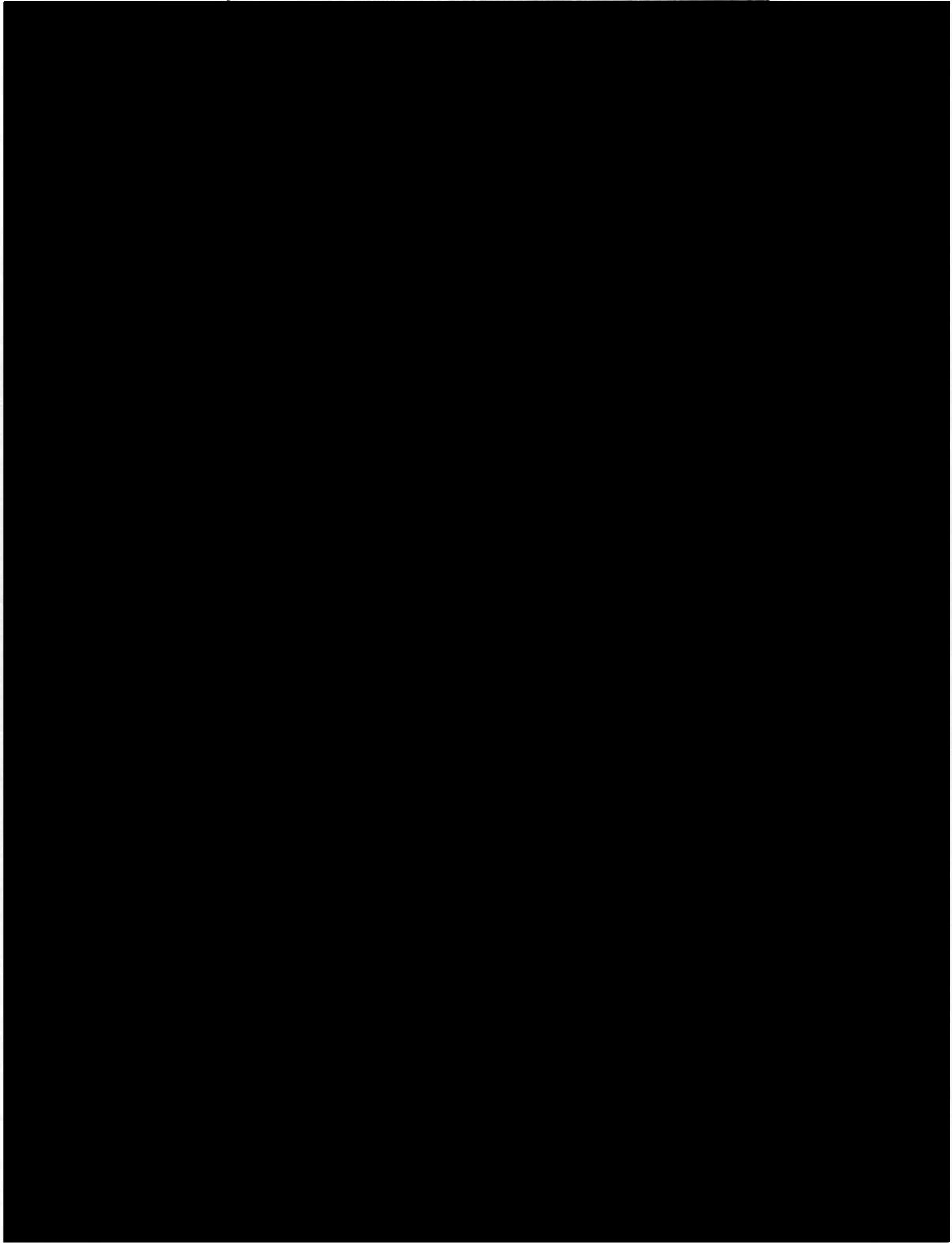
Page 11 of 11

FSEC Initials



KMGD-Exhibit, R. 1.
EXHIBIT
29
8/25/15 PW







ATLANTA CAPITAL LLC
3040 NE Peachtree RD
Atlanta Georgia 30305

Joseph Pizzarelli
[Redacted]
Connecticut [Redacted]

By signing you understand that this commitment is a legal binding agreement;

Atlanta Capital & Finance LLC

Joseph Pizzarelli

The Perry Law Group Escrow Agreement

THIS ESCROW AGREEMENT, dated as of this 5th day of March, 2013, by and between Atlanta Capital, LLC 3040 Peachtree Street, Atlanta, GA 30305 ("AC"), Chiu Yi Shen Representing Foreverwin Intl. Corp. having address at Room 302, building 32, Fenghuang cheng, Changjiang N. Road, Kunshan City, Zhou Jiang Su Province, China ("YI SHEN") and The Perry Law Group, LLC having address at 600 West Peachtree Street, Suite 1500 Atlanta, GA 30308 (the "Escrow Agent") (collectively the "Parties")

WITNESSETH:

- (A) Whereas, "AC" and "YI SHEN" are parties to a Letter of Commitment ("LOC") dated as of March 5, 2013 whereby "YI SHEN" is engaging the services of "AC" to secure a B/L in the amount of Ten Million Dollars (\$10,000,000 USD) ("Instrument") from HSBC Hong Kong a top World European Bank for business related activities.
- (B) Whereas pursuant to the terms of the LOC "YI SHEN" has agreed to deliver the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00 USD) to the Escrow Agent to be held in accordance with the terms of the Escrow Agreement; and
- (C) Whereas, "AC" and "YI SHEN" each appoint the Escrow Agent to serve as an escrow agent hereunder; and
- (D) Whereas, the Escrow Agent has agreed to act as escrow agent pursuant to the terms and conditions of this Agreement; and

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

1. **Definitions.** For the purposes of this Agreement, capitalized terms used in this Agreement and not otherwise defined have the meanings specified in the LOC.
2. **Term.** This Agreement shall commence on the date first above written and shall continue thereafter until all escrow funds (as defined below) have been disbursed by the Escrow Agent in accordance with the terms and conditions hereof (the "Term").
3. **Escrow Funds.** The Escrow Agent shall acknowledge receipt in writing of Two Hundred Fifty Thousand Dollars (\$250,000.00) (hereinafter "Escrow Funds") after received from "YI SHEN". "YI SHEN" and "AC" hereby appoint the Escrow Agent to hold the Escrow Funds and disburse in accordance with the provisions of this Escrow Agreement.
4. **Escrow Instructions.** "AC" and "YI SHEN" have provided to the Escrow Agent, escrow instructions attached hereto as Exhibit A, which outlines in detail the terms

1336032-1-000-1

AC Initials

JS

YI SHEN Initials

JS



under which the Escrow Funds shall be released according to the instructions provided by AC.

5. **Ownership of Funds.** It is acknowledged by the parties that until all instructions of Exhibit A are complied with, the Escrow Funds minus Escrow Agent's fee and any related service fees as outlined herein as stated below shall remain the property of "YI SHEN".

6. **Distribution of Escrow Funds; Disputes.**

a. The Termination Date shall be defined as the date upon which the compliance of all instructions of Exhibit A is completed and the disbursement of the Escrow Funds as stated therein.

b. Either party (the "Requesting Party") may deliver signed instructions as evidenced in Exhibit B to the Escrow Agent (the "Release Instructions") instructing the Escrow Agent to release funds from the Escrow Fund, provided that AC may not deliver such Release Instructions to the Escrow Agent prior to the compliance of all terms on Exhibit A and Escrow Agent may not accept or act on such Release Instructions prior to the compliance of all terms on Exhibit A without the express written consent of "YI SHEN". The Requesting Party shall deliver to the other party (the "Non-Requesting Party") a copy of the Release Instructions concurrently with its delivery to the Escrow Agent. If the Non-Requesting Party objects to the release of any funds from the Escrow Fund as set forth in the Release Instructions, it shall deliver written notice (a "Notice of Dispute") to the Requesting Party and the Escrow Agent within a period of 5 banking business days after receipt of the Release Instructions and communication from the Escrow Agent setting forth a reasonable detail the reasons why the Non-Requesting Party is disputing the Release Instructions. The Non-Requesting Party shall deliver to the Requesting Party a copy of the Notice of Dispute concurrently with its delivery to the Escrow Agent. If the Non-Requesting Party fails to deliver a Notice of Dispute to the Requesting Party and the Escrow Agent within a period of 5 banking business days, or if the Notice of Dispute does not dispute the payment of a portion of the amount set forth in the Release Instructions (the "Undisputed Portion"), then the Escrow Agent shall immediately pay to the Requesting Party the amount of the payment set forth in the Release Instructions or the Undisputed Portion, as applicable. If the Escrow Agent receives a Notice of Dispute, the Escrow Agent shall not pay any amounts which are being disputed unless, and only to the extent that the Escrow Agent (i) receives joint written instructions signed by "YI SHEN" and AC regarding the payment of funds; or (ii) is directed to make such payment by a court or arbitrator adjudicating such dispute.

AC Initials [Signature]
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Page 2 of 11

YI SHEN Initials [Signature]

- c. On the Termination Date, all Escrow Funds shall be disbursed. Any taxes or fees incurred on Escrow Funds or as a result thereof shall be the responsibility of party ultimately receiving the funds.
- d. On the first anniversary of the execution date hereof (the "Anniversary Date"), all amounts in the Escrow Fund, to the extent not paid to "ACT" Escrow Agent or subject to a Notice of Dispute in accordance with Section 6(b) above, shall be released by the Escrow Agent back to "YI SHEN". Any amounts remaining in the Escrow Fund that are subject to a Notice of Dispute shall be released in accordance with Section 6(b) above.

7. Escrow Agent's Disclaimers. The obligations of the Escrow Agent under this Agreement are subject to the following terms and conditions:

- a. Except for this Agreement, the Escrow Agent is not a party to and is not bound by any other agreement between "ACT" and "YI SHEN". The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this agreement and the Escrow Agent shall only be liable for the performance of such duties and obligations as are specifically set forth in this Agreement.
- b. The Parties hereby agree that the Escrow Agent is not serving in the capacity of legal counsel to either party in this transaction. Each party warrants that they have engaged independent legal counsel to provide advice regarding any agreements entered into or has willingly waived his/her right to do so.
- c. The Escrow Agent is not making any representations or warranties regarding the validity of any other agreements entered into by the parties nor is Escrow Agent guaranteeing the performance of any party to this Agreement except as stated herein.
- d. The Escrow Agent acts hereunder as a depository only and is not responsible for or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instruments, documents, agreements, or other materials deposited with it. The Escrow Agent shall not be required to defend any legal proceeding which may be instituted against it with respect to the subject matter of this Agreement unless it is requested to do so by one of the parties and is indemnified by such requesting party to the Escrow Agent's satisfaction against the cost and expenses including attorneys' fees of such defense, unless arising from the Escrow Agent's bad faith or willful misconduct. The Escrow Agent shall not be required to institute legal proceedings of any kind. The Escrow Agent shall not be required to perform

Any acts which will violate any law or applicable rules of any governmental agency.

- d. The Escrow Agent shall not in any way be bound or affected by any notice of modification or cancellation of this Agreement unless in writing signed by "AC" and "YI SHEN". Nor shall the Escrow Agent be bound by any modification hereof, unless the same shall be reasonably satisfactory to it. The Escrow Agent shall be entitled to rely upon any notice, certification, demand or other writing delivered to it hereunder by "YI SHEN" or "AC" without being required to determine the authenticity or the correctness of any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court having any judgment.
- e. The Escrow Agent may consult counsel, including its in-house counsel, and act in reliance upon any signature reasonably believed by it to be genuine, and may assume that any person purporting to give any notice or receipt, or make any statements, in connection with the provisions hereof has been duly authorized to do so.
- f. The Escrow Agent may consult counsel, including its in-house counsel, and act relative hereto in reliance upon advice of counsel in reference to any matter connected herewith, and neither it, its directors, officers or employees shall be liable for any mistake of fact or error of judgment, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.
- h. "AC" and "YI SHEN" jointly and severally, covenant and agree to indemnify the Escrow Agent and hold it harmless without limitation and against any loss, liability or expense of any nature incurred by the Escrow Agent arising out of or in connection with this Agreement or with the performance of its duties hereunder, including but not limited to legal fees and other costs and expenses of defending or preparing to defend against any claim or liability in the premises, unless such loss, liability or expense shall be caused by the Escrow Agent's gross negligence, bad faith or willful misconduct. In no event shall the Escrow Agent be liable for indirect, punitive, special or consequential damages.
- i. The Escrow Agent shall have no responsibility to invest or manage any monies in the Escrow Funds.

The Parties understand, agree, and acknowledge that the Escrow Funds are being held in an account under which no interest is paid to the account holder. Accordingly, the Parties acknowledge that the Escrow Funds are being held in an account which interest shall not be paid to any Party to this Agreement.

8. **Resignation of Escrow Agent.** The Escrow Agent may resign and be discharged of its duties as Escrow Agent hereunder upon thirty (30) days written notice to "AC" and "YI SHEN". Such resignation shall take effect thirty (30) days after the giving of such notice and the return of all Escrow Funds deposited with Escrow Agent.
9. **Appointment of Successor Escrow Agent.** In the event of the resignation of the Escrow Agent or its removal from office, "AC" and "YI SHEN" shall jointly and in good faith appoint a successor upon mutual agreement of the parties.
10. **Escrow Agent's Fee.** Escrow Agent's fee shall be equal to two percent (2%) of the Escrow Fund amount and shall be deemed earned upon the deposit of the Escrow Funds by "YI SHEN", acknowledged by the parties that in the event of non-compliance or non-performance with Exhibit A by "AC" and the Escrow Funds are required to be returned to "YI SHEN", the Escrow Agent's Fee shall be deducted prior to the return of any sums to "YI SHEN". The Escrow Agent shall be entitled to reimbursement on demand for all expenses incurred in connection with the administration of this Agreement or the escrow created hereby which are in excess of compensation for normal services hereunder, including without limitation, payment of any legal fees and expenses incurred by the Escrow Agent in connection with resolution of any claim by any party, hereunder. The Escrow Agent is hereby granted a lien on the Escrow Funds in respect, indemnify and reimburse itself for all fees, costs, expenses and liabilities arising out of this Agreement and the performance of its duties hereunder.

Escrow Agreement Preparation Fee: \$250.00
Other Fees, Attorney's Bill, et al (if applicable)

"AC" shall be responsible for the payment of the Escrow Fee and all related expenses upon execution of this Escrow Agreement. In the event that the Escrow Account is not funded, the Escrow Fee, and all related expenses remain due and payable, and if paid, will not be refunded. The fees quoted in this Escrow Agreement apply to services ordinarily rendered in the: (1) preparation and review of the Escrow Agreement and negotiation and discussions with the Parties to the Escrow Agreement; (2) administration of the Escrow Account and wiring of funds. Services in addition to and beyond the stated in the Agreement, including but not limited to document amendments and revisions, notices and reports, and legal fees, will be billed as additional expenses at the rate of Two Hundred Fifty Thousand Dollars (\$250,000.00 U.S.D.) per hour. Unless otherwise indicated, the above fees relate to the administration of the initial Two Hundred Fifty Thousand Dollars (\$250,000.00) deposited with the Escrow Agent.

Disbursement of the Escrow Fund and the payment of the Escrow Agent's fees and costs.

15. **Notices.** All notices and other communications required or permitted under this Escrow Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other messenger), when sent by electronic facsimile or four days following the day when deposited in the United States mail, registered or certified air mail, postage prepaid, return receipt requested, addressed as set forth below:

If to YI-SHEN: Foreverwin Intl. Corp.
Room 202, Building 22, Fegenglong Cheng
Cangjiajiang N. Road, Kunshan City
Su Zhou Jiang Su Province, China

Inhouse CB Law Firm
Alex Chen Esq
Yard House Restaurant Bldg.
7700 Irvine Center Dr, Suite 200
Irvine, CA 92618

If to AC: Atlanta Capital, LLC
3040 NE Peachtree Rd
Atlanta Georgia 30305

If to Escrow Agent: The Perry Law Group, L.L.C.
600 West Peachtree Street, Suite 1360
Atlanta, GA 30308

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section for the giving of notice.

16. **Successors and Assigns.** This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but in no event shall any person not a party hereto have any rights in the monies or investments in the Escrow Fund as a third party beneficiary or otherwise. No party hereto may assign or transfer its rights or obligations hereunder without the prior written consent of the other parties hereto.
17. **Governing Law.** This Escrow Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by the laws of the State of California, without regard to its conflict of law doctrine. All disputes under this Agreement shall be governed by a court of competent jurisdiction located in the city of Irvine in the State of California.
18. **Waiver.** Waiver, ease, term or condition of this Escrow Agreement by any party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Escrow Agreement.

AC Initials

JF

1-26-07
10:35:11

Page 9 of 11
YI-SHEN Initials

Y.S.C.

[Handwritten signature]

3-17-13

**EXHIBIT A
TRANSFER AGENT INSTRUCTIONS**

"YI SHEN" and "AC" hereby agree that the procedures and terms set forth below shall be the accurate statement of the instructions to be complied with by Escrow Agent.

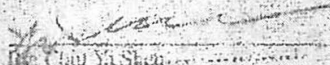
1. "AC" and "YI SHEN" shall review and execute this Escrow Agreement.
2. Upon the execution of this Escrow Agreement, "YI SHEN" shall deposit Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Escrow Funds") with the Escrow Agent.
3. The Escrow Agent shall disburse any and all amounts held with the Escrow Agent only upon the joint written authorization of "YI SHEN" and "AC". "YI SHEN" and "AC" shall deliver such authorizations on a timely basis and in conformity with the "LOC".
4. "YI SHEN" shall authorize Escrow Agent to release the Escrow Funds in accordance with the instructions of "AC" in order to secure the instrument and to cover the split fees.

The foregoing escrow disbursement instructions are ACCEPTED AND AGREED BY:

Atlanta Capital L.L.C.


Robert Mitchell, Signature

Forever Int'l Corp
FOREVER INTL CORP


Mr. Chau Yi Shen

AC Initials JS
132602-1005 v. 1

Page 2 of 11

YI SHEN Initials Y.S.C.

EXHIBIT "B" RELEASE
AUTHORIZATION


The Perry Law Group, LLC
Attn: Keisha Perry, Esq
600 West Peachtree Street Suite 1601
Atlanta, GA 30308

REQUEST AND AUTHORIZATION TO RELEASE FUNDS

I, Chiu Yi Shen ("Sender"), hereby authorize The Perry Law Group ("Ellan") to immediately release the funds that were transferred to the Firm's IOLTA Account in the amount of \$Two Hundred Fifty Thousand Dollars (\$250,000.00) on _____ 20____ and having a Wire Transaction Number of _____ for the credit to Atlanta Capital ("Recipient"), and his/her/its designees.

The aforementioned sum is NOT intended to be held in escrow, but is due for immediate release to Recipient. By signing below, I certify that I am the sender and owner of the funds and have full authority to grant this release.

FOR THE USE OF
FORWARDED BY MAIL CORP



Chiu Yi Shen

3/22/2013

Date

Email Address

Phone Number

AC Initials KS
132502-10034.1

YI SHEN Initials Y.S.C.

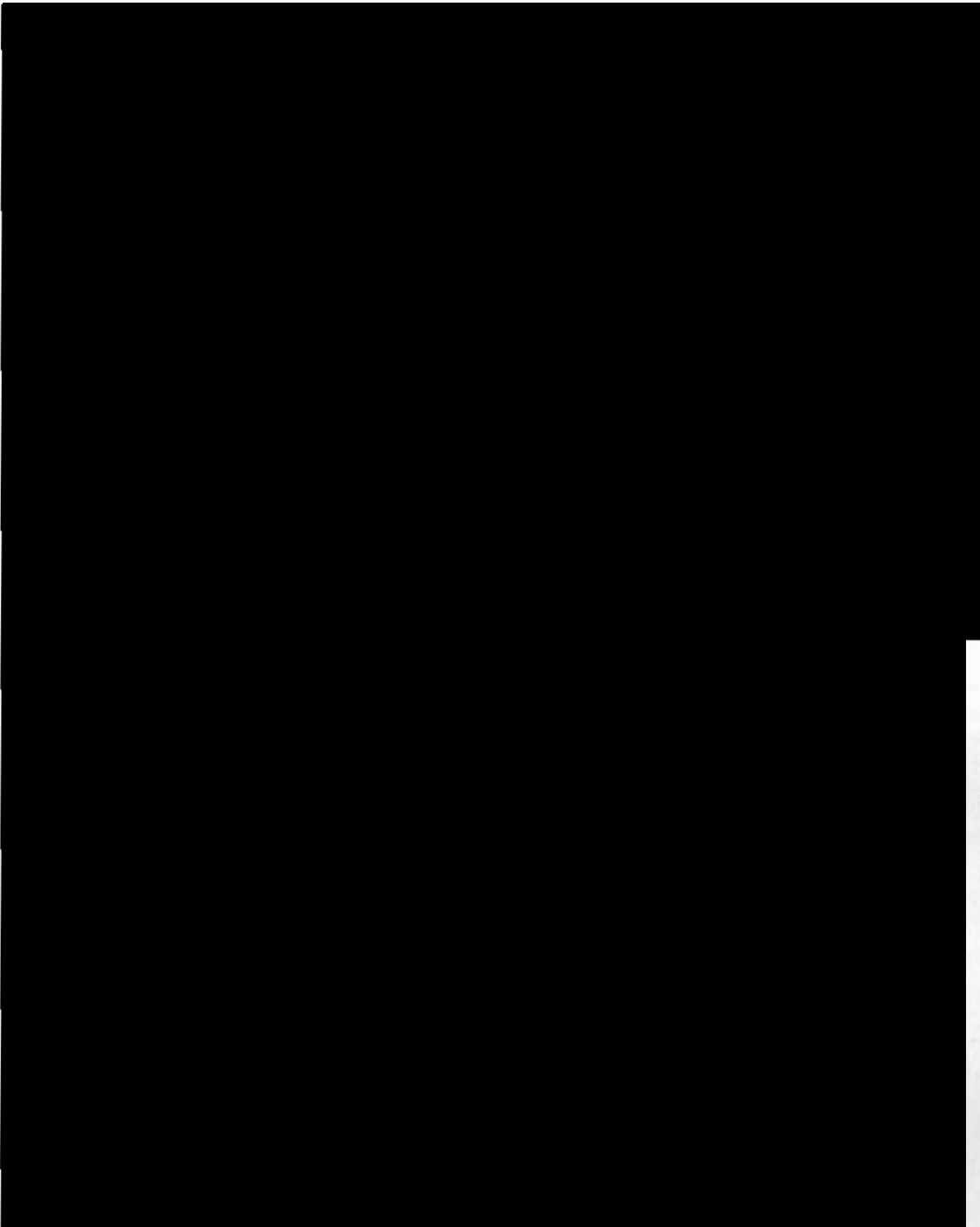
ATTACH A CLEAR COLOR COPY OF YOUR ID TO THIS PAGE.

"Chiu Yi Shen"

AC Initials JK
432502-1605-1

Page 11 of 11

YI SHEN Initials YSC



**The Perry Law Group
Escrow Agreement**

THIS ESCROW AGREEMENT dated as of this 12th day of July, 2013, by and between Capital Funding having address at 445 Magnet Street Marietta, Georgia 30060 ("CF"), James H. Sarver, having address at 3136 Millash Run, Buford, Georgia 30519 ("Sarver") and Thee Perry Law Group, LLC having address at 600 West Peachtree Street, Suite 1560 Atlanta, GA 30308 (the "Escrow Agent") (collectively the "Parties").

WITNESSETH:

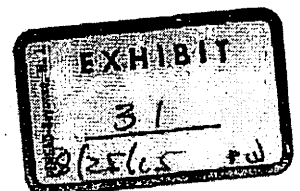
- (A) Whereas, CF and SARVER are parties to a Letter of Commitment ("LOC") dated as of July 8, 2013 whereby SARVER is engaging the services of CF to secure a MTN or SBI.C/BG in the amount of Ten Million Dollars (\$10,000,000 USD) ("Instrument") from a Top World Bank for business related activities.
- (B) Whereas, pursuant to the terms of the LOC, SARVER has agreed to deliver the sum of Two Hundred Thousand Dollars (\$200,000.00 USD) to the Escrow Agent to be held in accordance with the terms of the Escrow Agreement; and
- (C) Whereas, CF and SARVER each appoint the Escrow Agent to serve as an escrow agent hereunder; and
- (D) Whereas, the Escrow Agent has agreed to act as escrow agent pursuant to the terms and conditions of this Agreement; and

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

- 1. **Definitions.** For the purposes of this Agreement, capitalized terms used in this Agreement and not otherwise defined have the meanings specified in the LOC.
- 2. **Term.** This Agreement shall commence on the date first above written and shall continue thereafter until all escrow funds (as defined below) have been disbursed by the Escrow Agent in accordance with the terms and conditions hereof (the "Term").
- 3. **Escrow Funds.** The Escrow Agent shall acknowledge receipt in writing of Two Hundred Thousand Dollars (\$200,000.00) (hereinafter "Escrow Funds") after received from SARVER. SARVER and CF hereby appoint the Escrow Agent to hold the Escrow Funds and disburse in accordance with the provisions of this Escrow Agreement.
- 4. **Escrow Instructions.** CF and SARVER have provided to the Escrow Agent, escrow instructions, attached hereto as Exhibit A, which outlines in detail the terms under

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CF initials CF

SARVER Initials JHS



which the Escrow Funds shall be released according to the instructions provided by CF.

5. Ownership of Funds. It is acknowledged by the parties that until all instructions of Exhibit A are complied with, the Escrow Funds minus Escrow Agent's fee and any related service fees as outlined herein as stated below shall remain the property of SARVER.

6. Distribution of Escrow Fund; Disputes.

a. The Termination Date shall be defined as the date upon which the compliances of all instructions of Exhibit A is completed and the disbursement of the Escrow Funds as stated therein.

b. Either party (the "Requesting Party") may deliver signed instructions as evidenced in Exhibit B to the Escrow Agent (the "Release Instructions") instructing the Escrow Agent to release funds from the Escrow Fund, provided that CF may not deliver such Release Instructions to the Escrow Agent prior to the compliance of all terms on Exhibit A and Escrow Agent may not accept or act on such Release Instructions prior to the compliance of all terms on Exhibit A without the express written consent of SARVER. The Requesting Party shall deliver to the other party (the "Non-Requesting Party") a copy of the Release Instructions concurrently with its delivery to the Escrow Agent. If the Non-Requesting Party objects to the release of any funds from the Escrow Fund as set forth in the Release Instructions, it shall deliver written notice (as "Notice of Dispute") to the Requesting Party and the Escrow Agent within a period of 2 business days after receipt of the Release Instructions and communication from the Escrow Agent setting forth in reasonable detail the reasons why the Non-Requesting Party is disputing the Release Instructions. The Non-Requesting Party shall deliver to the Requesting Party a copy of the Notice of Dispute concurrently with its delivery to the Escrow Agent. If the Non-Requesting Party fails to deliver a Notice of Dispute to the Requesting Party and the Escrow Agent within said period of 2 business days, or if the Notice of Dispute does not dispute the payment of a portion of the amount set forth in the Release Instructions (the "Undisputed Portion"), then the Escrow Agent shall immediately pay to the Requesting Party the amount of the payment set forth in the Release Instructions or the Undisputed Portion, as applicable. If the Escrow Agent receives a Notice of Dispute, the Escrow Agent shall not pay any amounts which are being disputed unless, until and only to the extent that the Escrow Agent (i) receives joint written instructions signed by SARVER and CF regarding the payment of funds, or (ii) is directed to make such payment by a court or arbitrator adjudicating such dispute. Notwithstanding the foregoing, SARVER shall sign the Release Authorizations as evidenced in Exhibit B herein, prior to Escrow Agent releasing any funds (excluding any fees due to Escrow Agent).

c. On the Termination Date, all Escrow Funds shall be disbursed. Any taxes or fees incurred on Escrow Funds or as a result thereof shall be the responsibility of party ultimately receiving the funds.

d.e On the first anniversary of the execution date hereof (the "Anniversary Date"),e all amounts in the Escrow Fund, to the extent not paid to CF, Escrow Agent or e subject to a Notice of Dispute in accordance with Section 6(b) above, shall be released by the Escrow Agent back to SARVER. Any amounts remaining in e the Escrow Fund that are subject to a Notice of Dispute shall be released in e accordance with Section 6(b) above.e

7.e Escrow Agent's Disclaimers. The obligations of the Escrow Agent under this Agreement are subject to the following terms and conditions:e

a.e Except for this Agreement, the Escrow Agent is not a party to and is not bounde by any other agreement between CF and SARVER. The duties and obligationse of the Escrow Agent shall be determined solely by the express provisions of e this Agreement and the Escrow Agent shall only be liable for the performancee of such duties and obligations as are specifically set forth in this Agreement.e

b.e The Parties hereby agree that the Escrow Agent is not serving in the capacitye of legal counsel to either party in this transaction. Each party warrants that e they have engaged independent legal counsel to provide advice regarding any e agreements entered into or has willingly waived his/her right to do so.e

c.e The Escrow Agent is not making any representations or warranties regardinge the validity of any other agreements entered into by the parties nor is Escrowe Agent guaranteeing the performance of any party to this Agreement except ase stated herein.e

d.e The Escrow Agent acts hereunder as a depository only and is not responsiblee for or liable in any manner whatsoever for the sufficiency, correctness,e genuineness or validity of any instruments, documents, agreements, or othere materials deposited with it. The Escrow Agent shall not be required to defende any legal proceeding which may be instituted against it with respect to thee subject matter of this Agreement unless it is requested to do so by one of thee parties and is indemnified by such requesting party to the Escrow Agent's e satisfaction against the cost and expenses including attorneys' fees of suche defense, unless arising from the Escrow Agent's bad faith or willfule misconduct. The Escrow Agent shall not be required to institute legale proceedings of any kind. The Escrow Agent shall not be required to performe

any acts which will violate any law or applicable rules of any governmental agency.

- e. The Escrow Agent shall not in any way be bound or affected by any notice of modification or cancellation of this Agreement unless in writing signed by CF and SARVER, nor shall the Escrow Agent be bound by any modification hereof unless the same shall be reasonably satisfactory to it. The Escrow Agent shall be entitled to rely upon any notice, certification, demand or other writing delivered to it hereunder by SARVER or CF without being required to determine the authenticity or the correctness or any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment.
- f. The Escrow Agent may consult counsel, including its in-house counsel, and act in reliance upon any signature reasonably believed by it to be genuine, and may assume that any person purporting to give any notice or receipt, or make any statements, in connection with the provisions hereof has been duly authorized to do so.
- g.o The Escrow Agent may consult counsel, including its in-house counsel, and act relative hereto in reliance upon advice of counsel in reference to any matter connected herewith, and neither it, its directors, officers or employees shall be liable for any mistake of fact or error of judgment, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.o
- h.o CF and SARVER, jointly and severally, covenant and agree to indemnify the Escrow Agent and hold it harmless without limitation from and against any loss, liability or expense of any nature incurred by the Escrow Agent arising out of or in connection with this Agreement or with the administration of its duties hereunder, including but not limited to legal fees and other costs and expenses of defending or preparing to defend against any claim or liability on the premises, unless such loss, liability or expense shall be caused by the Escrow Agent's gross negligence, bad faith, or willful misconduct. In no event shall the Escrow Agent be liable for indirect, punitive, special or consequential damages.o
- i.o The Escrow Agent shall have no responsibility to invest or reinvest any monies in the Escrow Funds.o

- j. The Parties understand, agree, and acknowledge that the Escrow Funds are being held in an account under which no interest is paid to the account holder. Accordingly, the Parties acknowledge that the Escrow Funds are being held in an account which interest shall not be paid to any Party to this Agreement.

8.o Resignation of Escrow Agent. The Escrow Agent may resign and be discharged of its duties as Escrow Agent hereunder upon thirty (30) days written notice to CF and SARVER. Such resignation shall take effect thirty (30) days after the giving of such notice and the return of all Escrow Funds deposited with Escrow Agent.o

9.o Appointment of Successor Escrow Agent. In the event of the resignation of the Escrow Agent or its removal from office, CF and SARVER shall jointly and in good faith appoint a successor upon mutual agreement of the parties.o

10.o Escrow Agent's Fee. Escrow Agent's fee shall be equal to two percent (2%) of the Escrow Fund amount and shall be deemed earned upon the deposit of the Escrow Funds by SARVER. It is hereby acknowledged by the parties that in the event of non-compliance or non-performance with Exhibit A by CF and the Escrow Funds are required to be returned to SARVER, the Escrow Agent's Fee shall be deducted prior to the return of any sums to SARVER. The Escrow Agent shall be entitled to reimbursement on demand for all expenses incurred in connection with the administration of this Agreement or the escrow created hereby which are in excess of its compensation for normal services hereunder, including without limitation, payment of any legal fees and expenses incurred by the Escrow Agent in connection with resolution of any claim by any party hereunder. The Escrow Agent is hereby granted a lien on the Escrow Funds to protect, indemnify and reimburse itself for all fees, costs, expenses and liabilities arising out of this Agreement and the performance of its duties hereunder.o

Escrow Agreement Preparation Fee: \$1,000.00
Other Fees/Attorney: Billed at Cost (if applicable)

In the event that the Escrow Account is not funded, the Escrow Fee, and all related expenses, remain due and payable, and if paid, will not be refunded. The fees quoted in this schedule apply to services ordinarily rendered in the: (1) preparation and review of the Escrow Agreement and negotiations and discussions with the Parties to the Escrow Agreement (2) administration of the Escrow Account and wiring of funds. Services in addition to and not contemplated in this Agreement, including, but not limited to, document amendments and revisions, notices and reports, and legal fees, will be billed as additional expenses at the rate of Three Hundred Dollars (\$300.00 U.S.D.) per hour. Unless otherwise indicated, the above fees relate to the administration of the initial Two Hundred Thousand Dollars (\$200,000.00) deposited with the Escrow Agent. Additional deposits in conjunction with the same transaction and Escrow Agreement will incur an additional charge.

11. **Expenses.** All reasonable costs, expenses and fees of the Escrow Agent incurred in connection with the performance of its duties and obligations hereunder, including any outside counsel fees reasonably incurred by it after prior notice to the parties, shall be borne equally by the parties hereto. The Escrow Agent shall have the right to withhold from the Escrow Funds prior to distribution, its costs, fees and expenses due hereunder. The Parties hereby acknowledge and agree to pay a fee in the amount of One Thousand Dollars (\$1,000.00) for the drafting of this Escrow Agreement as outlined in Clause 10 above. Such amount shall be deducted upon receipt of the Escrow Funds.

12. **Limitation of Liability.** The Escrow Agent is hereby required only to retain and disburse the Escrow Funds as herein provided. The Escrow Agent's duties are only such as are specifically provided herein and are administrative, not discretionary. The Escrow Agent shall not be required to determine whether or not the terms and conditions of the LOC have been complied with by the parties. The Escrow Agent shall have no responsibility hereunder other than to follow faithfully the instructions attached as Exhibit A herein or such further supplemental instructions as SARVER and CF may mutually provide and shall incur no liability whatsoever to SARVER or CF except for gross negligence or willful misconduct. The Escrow Agent shall not be subject to liability with respect to losses suffered from the LOC. The Escrow Agent may consult with counsel and shall be fully protected in any action taken in good faith in accordance with such advice. The Escrow Agent shall be fully protected in acting in accordance with any written instructions of SARVER and/or CF given to it hereunder and reasonably believed by it to have been executed by the proper parties.

13. **Option to Interplead.** If any two parties to this Escrow Agreement shall be in disagreement over the interpretation of this Escrow Agreement, or over their respective rights and obligations, or if any other dispute shall arise hereunder, or if the Escrow Agent otherwise has any doubts as to the proper disposition of the funds or the execution of any of its duties hereunder, the Escrow Agent may, at its sole discretion, file an action in interpleader to resolve such disagreement in any Georgia State or Federal court sitting in the City of Atlanta. The Escrow Agent shall be indemnified for all costs, including reasonable attorney's fees and expenses, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in the interpleader action is resolved.

14. **Reporting.** The Escrow Agent shall, from time to time, at the request of the CF or SARVER, advise the requesting party as to the balance of the Escrow Funds then being held by the Escrow Agent. Upon the close of escrow, the Escrow Agent shall prepare an accounting or settlement setting forth, among other things, the disbursement of the Escrow Funds and the payment of the Escrow Agent's fees and costs.

15. Notices: All notices and other communications required or permitted under this Escrow Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other messenger), when sent by electronic facsimile or four days following the day when deposited in the United States mail, registered or certified air mail, postage prepaid, return receipt requested, addressed as set forth below:

If to SARVER:

James H. Sarver
3136 Millash Run
Buford, Georgia 30519

If to CF:

Capital Funding
445 Magnet Street
Marietta, Georgia 30060

If to Escrow Agent:

The Perry Law Group, LLC
600 West Peachtree Street, Suite 1560
Atlanta, GA 30308

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section for the giving of notice.

16. Successors and Assigns. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but in no event shall any person not a party hereto have any rights to the monies or investments in the Escrow Fund as a third party beneficiary or otherwise. No party hereto may assign or transfer its rights or obligations hereunder without the prior written consent of the other parties hereto.

17. Governing Law. This Escrow Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by the laws of the State of Georgia, without regard to its conflicts of law doctrine. All disputes under this Agreement shall be governed by a court of competent jurisdiction located in the city of Atlanta in the State of Georgia.

18. Waiver. Waiver of any term or condition of this Escrow Agreement by any party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Escrow Agreement.

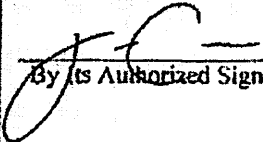
19. ~~Headings~~. The section headings contained in this Escrow Agreement are convenient references only and shall not in any way affect the meaning or interpretation of this Escrow Agreement.

20. ~~Counterparts~~. This Escrow Agreement may be executed in one or more counterparts (including by facsimile), each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which taken together shall constitute one and the same instrument. This Escrow Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

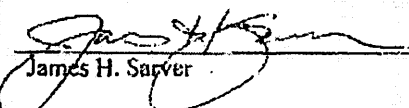
21. ~~Entire Agreement~~. This Escrow Agreement, embody the entire understanding of the parties hereto which pertain to the subject matter hereof and supersede all prior or contemporaneous agreements, representations, conditions or undertakings not included herein and therein which pertain to the subject matter hereof. This Escrow Agreement may be amended only in writing, signed by all parties hereto, and no purported oral waiver or amendment of any provision hereof shall be effective.

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

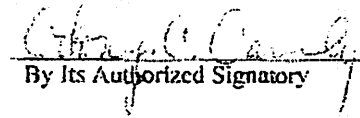
Capital Funding


By Its Authorized Signatory

2/12/13
Date


James H. Sarver
The Perry Law Group, LLC

7/12/13
Date


By Its Authorized Signatory

July 12, 2013
Date

**EXHIBIT A
TRANSFER AGENT INSTRUCTIONS**

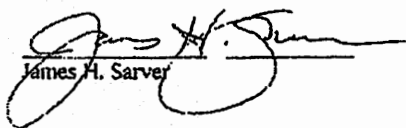
SARVER and CF hereby agree that the procedures and terms set forth below shall be an accurate statement of the instructions to be complied with by Escrow Agent:

1. CF and SARVER shall review and execute this Escrow Agreement.
2. Upon the execution of this Escrow Agreement, SARVER shall deposit Two Hundred Thousand Dollars (\$200,000.00) ("Escrow Funds") with the Escrow Agent.
3. The Escrow Agent shall disburse any and all amounts held with the Escrow Agent only upon the written authorization of SARVER. SARVER shall deliver such authorization on a timely basis and in conformity with the LOC.
4. SARVER shall authorize Escrow Agent to release the Escrow Funds in accordance with the instructions of CF in order to secure the Instrument and to cover the swift fees.

The foregoing escrow disbursement instructions are ACCEPTED AND AGREED by:

Capital Funding


By Its Authorized Signatory


James H. Sarver

CF Initials CF
130607-1014v.1

Page 9 of 11

Sarver Initials JHS

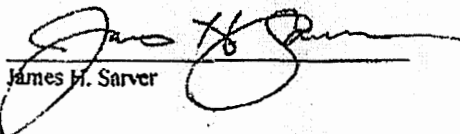
Exhibit "B"
RELEASE AUTHORIZATION

The Perry Law Group, LLC
Attn: Keisha Perry, Esq.
600 West Peachtree Street Suite 1560
Atlanta, GA 30308

REQUEST AND AUTHORIZATION TO RELEASE FUNDS

James H. Sarver ("Sender"), hereby authorize The Perry Law Group ("Firm") to immediately release the funds that were transferred to the Firm's IOLTA Account in the amount of Two Hundred Thousand Dollars (\$200,000.00) on 7/12, 2013 and having a Wire Transaction Number of _____ for further credit to Capital Funding ("Recipient"), and his/her/its designees.

The aforementioned sum is NOT intended to be held in escrow, but is due for immediate release to Recipient. By signing below, I certify that I am the Sender and owner of the funds and have full authority to grant this release..


James H. Sarver

7/12/13
Date

jim_sarver@hotmail.com
Email Address

678-677-5329
Phone Number.

Capital Funding

445 Magnet Street Marietta GA 30060 | Phone: 404-916-0996e

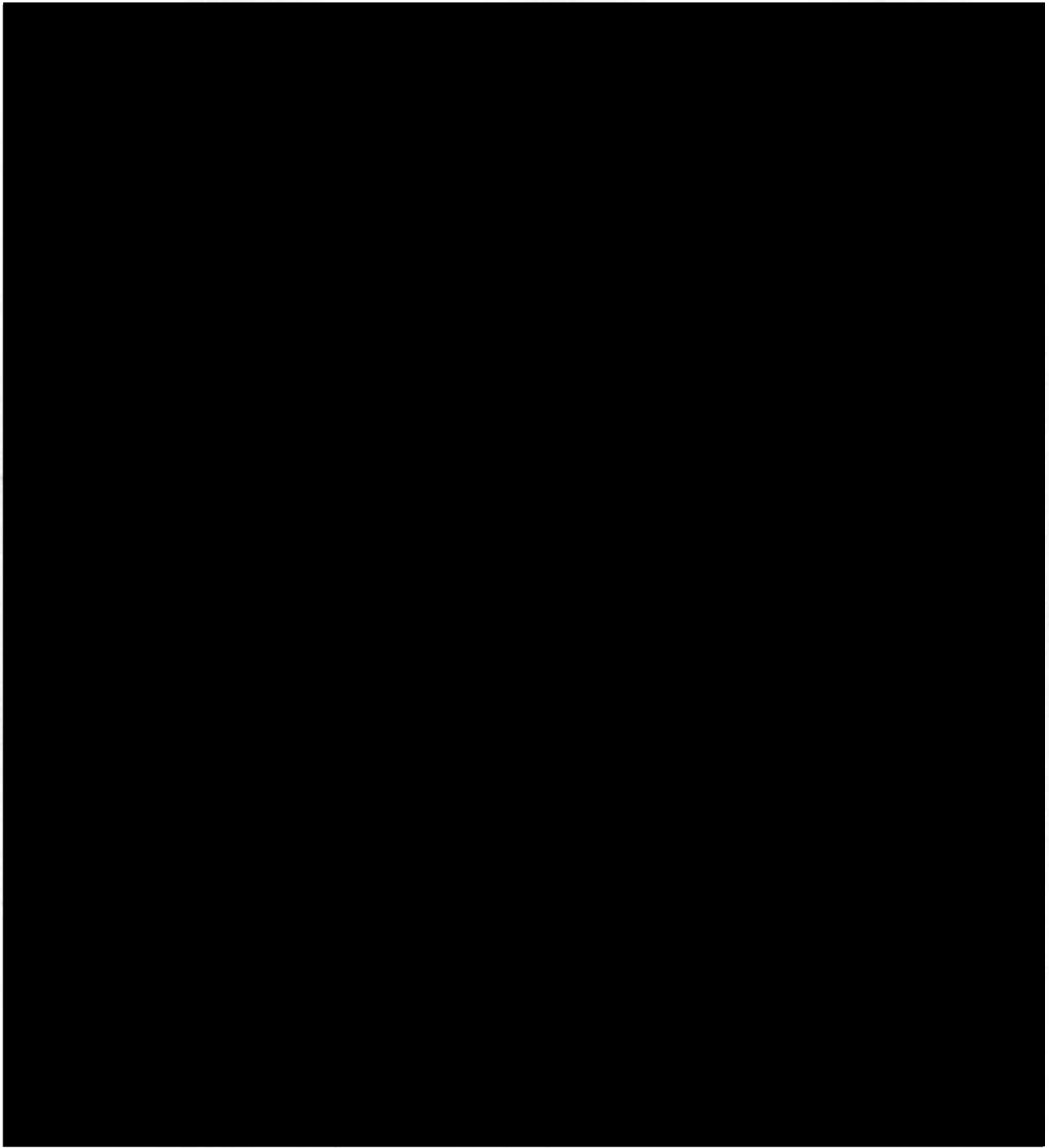
Letter of Commitment



METHODS:
PREADVICE:

EUROCLEAR, BLOOMBERG, CLEARSTREAM AND CLEARING HOUSE
SETTLEMENT REPORTS PROVIDED UP FRONT ONCE ARRANGEMENT FEE
HAS BEEN RECEIVED AND VERIFIED.





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

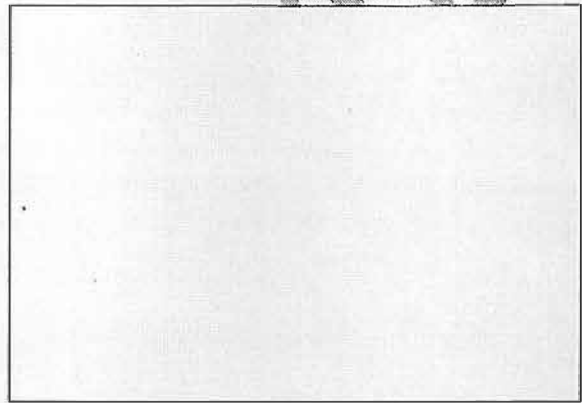
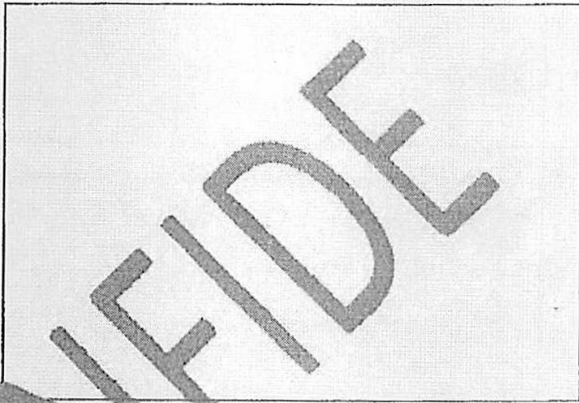
[REDACTED]

[REDACTED]

[REDACTED]

10. **INDEMNIFICATION**- Each of the parties hereto agree to indemnify and hold harmless and or assigns against any liability, damages, losses costs or expenses incurred by any reason of third party claims arising out of breach of this contract or negligent or unlawful acts or omissions by the indemnifying party including reasonable attorneys fees, court costs and expenses of any suit that might be filed.

11. **NOTICES**- Any notices to be given under this agreement shall be given in person or mailed to the address of record, notice shall be deemed mailed once return receipt requested has been received.



Capital Funding Rep

Client



BOARD OF GOVERNORS
OF THE
FEDERAL RESERVE SYSTEM

WASHINGTON, D. C. 20551

DIVISION OF BANKING
SUPERVISION AND REGULATION

SR 02-13

May 20, 2002

TO THE OFFICER IN CHARGE OF SUPERVISION AND APPROPRIATE
SUPERVISORY STAFF AT EACH FEDERAL RESERVE BANK AND TO
BANKING ORGANIZATIONS SUPERVISED BY THE FEDERAL RESERVE

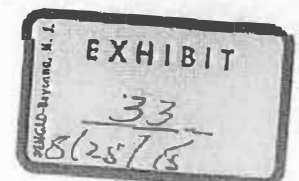
**SUBJECT: "Prime Bank" and Other Financial Instrument Fraud
Schemes**

In 1993 and 1996, the Federal Reserve issued advisories concerning illegal schemes purporting to involve "prime bank" financial instruments.¹ In its alerts, the Federal Reserve advised banking organizations and the public that, among others things, it does not know of any legitimate use of any financial instrument called a "prime bank" note, guarantee, letter of credit, or debenture and that the Federal Reserve does not guarantee or enter into transactions with individuals and does not license anyone to trade "prime bank" financial instruments or act as the Federal Reserve's agent to sell or redeem such instruments.

Since 1996, fraudulent schemes involving financial instruments have proliferated in the United States and abroad, and investors have lost significant sums of money. Federal and state law enforcement agencies, as well as the U.S. Securities and Exchange Commission, have investigated and prosecuted numerous individuals associated with supposed investment opportunities involving "prime bank" instruments or other financial instruments.

The Federal Reserve wants to again highlight the dangers associated with investing or participating in questionable transactions that promise unrealistically high rates of return and involve other dubious characteristics. Over the past several years, Federal Reserve staff has reviewed numerous illicit transactions and provided assistance to U.S. and foreign law enforcement and securities regulators and, based on this experience, has identified the following hallmarks or "red flags" associated with many fraudulent financial instrument scams that can be used to avoid them:

- ✱ • References to financial instruments issued by "prime banks," "top 100 world banks," "top 25 European banks," and similar references to categories or groups of banks that are not used in the banking industry.
- ✱ • Promises of extremely high, unrealistic rates of return with little or no risk.
- a Participation in an investment program often referred to as a "roll program (or programme)," "high yield investment program," or "bank debenture trading program." a



- High rates of return are generated by repeatedly trading (or buying and selling) financial instruments (often over a 40-week period).
- ★ Legitimate financial instruments, such as letters of credit, guarantees, and medium term notes, are bought and sold or traded in manners that are not realistic -- for example, standby letters of credit are bought and sold.²
- Transactions are overly complex and nonsensical.
- Terms that have no meaning in legitimate financial transactions are used repeatedly -- for example, "conditional SWIFT," "key tested telex," "pay order," "funds of good, clean, clear and non-criminal origin," "master commitment," "one year and one day,"★ and "commitment holder."
- High degree of secrecy -- for example, the trading of financial instruments takes place on a secret market, your banker or investment adviser will not know about the investment opportunity because only a few special people around the world are aware of it or participate in the secret trading, or the investor is being allowed to participate in a secret trading program and, if he or she reveals any information about the program, the investor's participation will be terminated.
- The investor's funds are absolutely safe and cannot be lost -- for example, a bank has issued a guarantee or an attorney is holding the funds in a special escrow fund.
- Involvement of a well known governmental authority, such as the Federal Reserve, World Bank, or IMF.
- Inaccurate references to the International Chamber of Commerce and its publications.
- Investor's funds will be used for "humanitarian" projects.

Federal law enforcement authorities have asked the Federal Reserve to advise individuals, banking organizations, and other entities who have been approached to invest in a "prime bank" financial instrument or participate in some manner in any transaction containing the characteristics listed above to contact the local offices of the agencies. This includes the field offices of the Federal Bureau of Investigation, U.S. Secret Service, U.S. Customs Service, or Internal Revenue Service's Criminal Investigation Division. The U.S. Securities and Exchange Commission is also actively involved with investigating securities frauds associated with these types of transactions, and asks that companies and individuals alert a local office of that agency.

Reserve Banks are asked to distribute this SR letter to domestic and foreign banking organizations supervised by the Federal Reserve. Questions regarding apparent

fraudulent schemes involving "prime bank" financial instruments or other transactions with the hallmarks described above can be directed to the Special Investigations Section of the Division of Banking Supervision and Regulation at (202) 452-2620 or (202) 452-5235.

Herbert A. Biern
Senior Associate Director

Note:

1. Copies of the Federal Reserve's alerts are available at http://www.newyorkfed.org/bankinfo/circular/10858.html#Investment_Scheme_Advisory. Over the past several years, advisories concerning illegal "prime bank" and other financial instrument schemes have also been issued by the U.S. Securities and Exchange Commission, the World Bank, the International Monetary Fund, the International Chamber of Commerce, the Law Society of Britain and Wales, and other U.S. and foreign law enforcement and regulatory authorities. [Return to texts](#)
2. In August 1993, an article entitled "Anatomy of the Medium-Term Note Market" was published in the Federal Reserve Bulletin. The article was written by Federal Reserve economists and describes the use of this type of legitimate debt instrument by corporations and banking organizations and how they are underwritten and priced by the market. Since the publication of this article and the issuance of the Federal Reserve's 1993 "prime bank" advisory, which alerted the public to the non-existence of "prime bank" instruments, many illicit scams purport to involve the trading of "medium term notes" (often referred to as "MTNs") rather than "prime bank" financial instruments. Apparently, wrongdoers involved with illegal financial instrument scams try to convince their victims that the Federal Reserve Bulletin article proves the existence of a market where MTNs can be traded for enormous profits. No such market exists. [Return to texts](#)

[SR letters](#) | [2002](#)

[Home](#) | [Banking information and regulation](#)
[Accessibility](#) | [Contact Us](#)
Last update: March 30, 2005

Investor Alert: "Prime Bank" Investments Are Scams

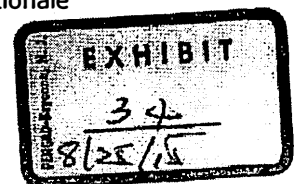
Feb. 5, 2015

The SEC's Office of Investor Education and Advocacy (OIEA) is issuing this Investor Alert to warn investors about fraudulent investment schemes involving purportedly high-yield, risk-free international finance programs.

All "prime bank" investment programs are fraudulent. Promoters of prime bank programs often claim that investors' funds will be used to buy and trade supposed prime bank instruments, and that investors will receive guaranteed, high investment returns with little or no risk. Promoters try to make the schemes sound legitimate by using complex, sophisticated, and official-sounding terms. These may include: debenture, standby letter of credit, bank guarantee, prime world bank financial instrument, private funding project, offshore trade or trading program, trading platform, trading facility, trade slot, high-yield trading or roll program, guaranteed bank note, or some variation.


Keep in mind that the terms used to promote these schemes are just one aspect to scrutinize – in fact, some promoters may avoid using the term "prime bank" entirely. To better protect yourself, be on the lookout for these red flags of prime bank fraud:

- **If someone approaches you about investing in a prime bank program, prime world bank financial instrument, or similar high-yield security, it is a scam.** These investments do not exist. Promoters may tell investors that they will receive a return of their principal after a few days or weeks and continue to receive their guaranteed return.
- Promoters may falsely claim that the instrument is issued, traded, or guaranteed by a well-known organization such as the World Bank, the International Monetary Fund (IMF), a central bank (such as the U.S. Federal Reserve), or the International Chamber of Commerce (ICC). They also may misrepresent that the instrument is issued, traded, or guaranteed by an international or private bank or trust located abroad.
- Promoters may claim that investment opportunities are by invitation only and limited to select, wealthy customers. Often promoters will say or imply that these types of investments are the exclusive, "secret way" that wealthy people make all their money. They cite secrecy if potential investors ask for references, and sometimes ask investors to sign non-disclosure agreements.
- Promoters may hire escrow agents or use escrow accounts to receive and disburse investor money. Promoters may falsely claim that investor funds will be kept safe and protected from loss in an escrow or trust account.
- Promoters may advertise using national newspapers, social media, or classified advertisement websites, and they may avoid using the term "prime bank." They may explicitly deny that their programs involve prime bank instruments. Regardless, investors should be wary of any offer to invest in a high-yield, risk-free international finance program.



Do not invest your money with unlicensed or unregistered sellers. Many fraudulent investment schemes involve persons who are not licensed or registered as investment advisers or broker dealers. Even if you personally know the person recommending or selling an investment, check whether he or she is licensed or registered and, if so, whether he or she has any disciplinary history. Use the SEC's Investment Adviser Public Disclosure (IAPD) website and the Financial Industry Regulatory Authority (FINRA)'s BrokerCheck website, and contact your state securities regulator.

The SEC has initiated enforcement actions against prime bank promoters. In *In the Matter of Spectrum Concepts, LLC, Donald James Worswick, Michael Nicholas Grosso, and Michael Patrick Brown*, a Florida company, its president, and two other individuals were charged for allegedly operating a prime bank scheme, offering what they called "Private Joint Venture Credit Enhancement Agreements." The respondents allegedly told investors that their money would be placed in "private funding projects" and used to "set up" a "credit facility" and a "trade slot" that would then be "blocked" for the benefit of a supposed "trade platform." The respondents also allegedly promised investors that they would earn returns ranging from 900% in 20 days to 4,627% annually. In an effort to make the offering seem legitimate, the respondents allegedly used an "escrow agent" to receive investor funds even though the supposed investments did not exist and investor funds were used for other purposes.

 In *SEC v Butts, et al.*, the SEC charged numerous individuals and entities for allegedly conducting a prime bank scheme. Defendants allegedly told investors that an initial investment of \$60,000-\$90,000 would be used to purchase Standby Letters of Credit that would be invested in a trading program yielding an immediate return of more than \$8 million within 15 to 45 business days, to be followed by earnings of approximately 14% per week. Defendants allegedly assured investors that an attorney would hold the investors' funds in escrow until the bank instruments were obtained. According to the SEC's complaint, investors were lured through the Internet, telephone, and personal contact with promises of extraordinary profits. The SEC alleges that the purported international trading program did not exist and that the defendants used the investors' money to pay their own personal expenses such as travel and gambling.

If you are approached to invest in a prime bank program, be aware that it is an investment scheme and report it to the SEC.

Additional Resources

[Updated Investor Alert: Social Media and Investing - Avoiding Fraud](#)

[Investor Alert: Be on the Lookout for Advance Fee Fraud](#)

Visit https://www.treasurydirect.gov/instit/statreg/fraud/fraud_primebank.htm, the U.S. Department of the Treasury's website dedicated to helping investors identify prime bank instrument fraud.

Visit Investor.gov, the SEC's website for individual investors.

Sign up for OIEA Investor Alerts and Bulletins by [email](#) or [RSS feed](#). Follow OIEA on [Twitter @SEC_Investor_Ed](#). Like OIEA on [Facebook](#) at www.facebook.com/secinvestoreducation.

The Office of Investor Education and Advocacy has provided this information as a service to investors. It is neither a legal interpretation nor a statement of SEC policy. If you have questions concerning the meaning or application of a particular law or rule, please consult with an attorney who specializes in securities law.

Modified: Feb. 5, 2015

EXHIBIT

F

THE PERRY LAW GROUP, LLC
 600 West Peachtree Street, Suite 1560
 Atlanta, GA 30308
 www.perrylawgroup.com

Telephone: 404-733-0201

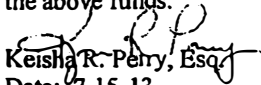
Facsimile: 404-733-0109

FUND DISBURSEMENT LOG

DATE OF RECEIPT OF FUNDS	7/12/13
TOTAL AMOUNT RECEIVED	\$200,000.00
COMMISSION AMOUNT TO PLG (2%)	(\$4,000.00)
ADDITIONAL FEES DUE TO PLG	(\$2,000.00)
TOTAL PAID TO PLG	(\$6,000.00)
TOTAL DUE TO PLG	\$0.00
TOTAL TO BE DISBURSED TO CLIENT	\$194,000.00
AMOUNT REMAINING IN ESCROW AFTER THIS DISBURSEMENT	\$0.000
DISBURSEMENT 1	
CLIENT NAME	Jeffrey Smith
DISBURSEMENT DATE	7/12/13
AMOUNT	\$134,000.00
BANK NAME AND ADDRESS	BBTBank
ACCOUNT NUMBER	*****4215
ROUTING NUMBER	00611134150
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Knox Corporation Unlimited
FED WIRE ID CONFIRMATION	071211B7031R-033831
TRANSACTION CODE/ADVICE NUMBER	130712-098684
DISBURSEMENT NUMBER	10055A
DISBURSEMENT 2	
CLIENTNAME	Joseph Carswell
DISBURSEMENT DATE	07/12/13
AMOUNT	\$35,000.00
BANK NAME AND ADDRESS	Navy Federal Credit Union
ACCOUNT NUMBER	*****9718
ROUTING NUMBER	256074974
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Joseph Carswell
TRANSACTION CODE/ADVICE NUMBER	130712-099308
FED WIRE ID CONFIRMATION	071211B7031R-033954
DISBURSEMENT NUMBER0	10055B
DISBURSEMENT 3	
CLIENTNAME0	o/b/o Joseph Carswell
DISBURSEMENT DATE	07/15/13
AMOUNT	\$25,000.00
BANK NAME AND ADDRESS	N/A
ACCOUNT NUMBER	N/A
ROUTING NUMBER	N/A
SWIFT NUMBER (IF APPLICABLE)	N/A
BENEFICIARY NAME	Capital Funding Partners

TRANSACTION CODE/ADVICE NUMBER	N/A
FED WIRE ID CONFIRMATION	N/A
DISBURSEMENT NUMBER	10055C
Notes:	Cashier's Check #

I hereby acknowledge that the funds above have been disbursed according to the client's instructions provided to The Perry Law Group, LLC. Client hereby acknowledges receipt of the above funds.


Keisha R. Perry, Esq.
Date: 7-15-13

EXHIBIT

G



819-88-01-CO 16004 O C 001 30 50 002
KNOX CORPORATION UNLIMITED
1438 SMITHSON DR
LITHONIA GA 30058-6156

Your account statement

For 12/31/2012

Contact us



(800) BANK-BBT or
(800) 226-5228

Effective January 1, 2013

FDIC Insurance

On January 1, 2013, section 343 of the Dodd-Frank Act is scheduled to expire. Included in the expiration, is the FDIC's guarantee of unlimited FDIC insurance for noninterest bearing transaction account balances. Thus, beginning January 1, 2013, all transaction (checking) accounts are insured up to the standard maximum deposit insurance amount, which is \$250,000. Also, the notice requirement for noninterest-bearing transaction accounts that convert to interest-bearing accounts does not apply to checking accounts modified after December 31, 2012.

Should the Federal government change this expiration date or make any FDIC insurance coverage limit changes, BB&T relationship managers and client service teams will be made aware of the changes so that we may assist you if you have questions.

■ BUSINESS VALUE 150 0005243034215

Account summary

Your previous balance as of 11/30/2012	\$3,810.86
Checks	- 19,450.00
Other withdrawals, debits and service charges	- 13,422.59
Deposits, credits and interest	+ 100,079.54
Your new balance as of 12/31/2012	= \$71,017.81

Checks

DATE	CHECK #	AMOUNT(\$)	DATE	CHECK #	AMOUNT(\$)	DATE	CHECK #	AMOUNT(\$)
12/20		13,630.00	12/27	*	5,000.00	12/07	*1002	820.00

* Indicates a skip in sequential check numbers above this item

Total checks = \$19,450.00

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT(\$)
12/03	BB&T CHECK CARD PURCHASE-PIN 11-30-12 LITHONIA GA 9132 WALGREENS 2945 PANOLA R	8.55
12/03	BB&T CHECK CARD PURCHASE SUBWAY 0022 11-30 LITHONIA GA 9132	8.13
12/03	BB&T CHECK CARD PURCHASE EW TECHOPANDA88825 11-30 UK 9132	69.99
12/03	BB&T CHECK CARD PURCHASE AMERICAN DELI 11-30 STONE MOUNTAIN GA 9132	38.66
12/03	BB&T CHECK CARD PURCHASE-PIN 12-01-12 HAT WORLD INC. 9132 2801 CANDLER DECATUR GA	29.96
12/03	BB&T CHECK CARD PURCHASE-PIN 12-01-12 HAT WORLD INC. 9132 2801 CANDLER DECATUR GA	56.55
12/03	BB&T CHECK CARD PURCHASE 12-01-12 LITHONIA GA 9132 CHEVRON 00203280	40.00
12/03	CHECK CARD NON-BB&T ATM FEE 12-02-12 STAR NE 9132 2801 CANDLER DECATUR GA	2.50

continued

■ BUSINESS VALUE 150 0005243034215 (continued)-

DATE	DESCRIPTION	AMOUNT(\$)
12/03	ATM NETWORK CASH WITHDRAWAL 12-02-12 STAR NE 9132 2801 CANDLER DECATUR GA	203.50
12/03	CHECK CARD NON-BB&T ATM FEE 12-02-12 STAR NE 9132 2801 CANDLER DECATUR GA	2.50
12/03	ATM NETWORK CASH WITHDRAWAL 12-02-12 STAR NE 9132 2801 CANDLER DECATUR GA	203.50
12/03	CHECK CARD NON-BB&T ATM FEE 12-02-12 W.F.B- 9132 WEST-END-UNIV ATLANTA GA	2.50
12/03	ATM NETWORK CASH WITHDRAWAL 12-02-12 W.F.B 9132 WEST-END-UNIV ATLANTA GA	503.00
12/03	DEBIT CARD INT'L TRAN FEE EW TECHOPANDA88825 11-30 UK 9132	2.10
12/04	CHECK CARD NON-BBT ATM INQ FEE 12-04-12 BANK OF AMERICA 9132 *MARIETTA STR ATLANTA GA	2.50
12/04	CHECK CARD NON-BB&T ATM FEE 12-04-12 BANK OF AMERICA 9132 *MARIETTA STR ATLANTA GA	2.50
12/04	ATM NETWORK CASH WITHDRAWAL 12-04-12 BANK OF AMERICA 9132 *MARIETTA STR ATLANTA GA	803.00
12/05	BB&T CHECK CARD PURCHASE SANTANDERCONSUMERU 12-05 888-222-4227 TX 9132	599.95
12/05	BB&T CHECK CARD PURCHASE-PIN 12-04-12 STONE MOUNTAIN GA 9132 MURPHY7052ATWALMRT	40.71
12/05	BB&T CHECK CARD PURCHASE-PIN 12-04-12 WAL-MART SUPER C 9132 1184 WAL-SAMS STONE MOUNTAIN GA	22.26
12/05	BB&T CHECK CARD PURCHASE MCDONALD'S F13448 12-04 STONE MOUNTAIN GA 9132	5.77
12/06	BB&T CHECK CARD PURCHASE STOP-N-GO 12-04 STONE MOUNTAIN GA 9132	54.38
12/06	BB&T CHECK CARD PURCHASE COMCAST CABLE COMM 12-06 800-COMCAST CA 9132	192.61
12/06	BB&T CHECK CARD PURCHASE-PIN 12-05-12 DECATUR GA 9132 RACETRAC606	52.79
12/07	BB&T CHECK CARD PURCHASE-PIN 12-06-12 STN MOUNTAIN GA 9132 ROSS STORES #875	13.77
12/07	BB&T CHECK CARD PURCHASE-PIN 12-06-12 WAL-MART SUPER C 9132 1184 WAL-SAMS STONE MOUNTAIN GA	8.28
12/20	BB&T CHECK CARD PURCHASE-PIN 12-20-12 MARSHALLS 9132 MARSHALLS ATLANTA GA	505.33
12/21	CHECK CARD NON-BB&T ATM FEE 12-21-12 W.F.B 9132 WEST-END ATLANTA GA	2.50
12/21	ATM NETWORK CASH WITHDRAWAL 12-21-12 W.F.B 9132 WEST-END ATLANTA GA	503.00
12/24	BB&T CHECK CARD PURCHASE SPRINT *WIRELESS 12-21 800-639-6111 KS 9132	249.81
12/24	BB&T CHECK CARD PURCHASE-PIN 12-21-12 LITHONIA GA 9132 PETCO ANIMAL SUPPLIES	52.00
12/24	BB&T CHECK CARD PURCHASE AMERICA DELI 12-21 EAST POINT GA 9132	21.57
12/24	BB&T CHECK CARD PURCHASE-PIN 12-21-12 BP-CAMP CREEK 9132 2511 CAMP CRE COLLEGE PARK GA	50.39
12/24	BB&T CHECK CARD PURCHASE-PIN 12-22-12 DECATUR GA 9132 FOOTACTION2801 CANDLER	171.20
12/24	BB&T CHECK CARD PURCHASE PONY TAIL INC 12-23 ATLANTA GA 9132	330.00
12/24	BB&T CHECK CARD PURCHASE-PIN 12-23-12 AUTOZONE 0907 9132 1598 DL HOLLO ATLANTA GA	179.15
12/24	CHECK CARD NON-BB&T ATM FEE 12-23-12 RACETRAC 9132 2325 MARIETTA ATLANTA GA	2.50
12/24	ATM NETWORK CASH WITHDRAWAL 12-23-12 RACETRAC 9132 2325 MARIETTA ATLANTA GA	301.50
12/24	CHECK CARD NON-BB&T ATM FEE 12-23-12 RACETRAC 9132 2325 MARIETTA ATLANTA GA	2.50
12/24	ATM NETWORK CASH WITHDRAWAL 12-23-12 RACETRAC 9132 2325 MARIETTA ATLANTA GA	301.50
12/24	BB&T CHECK CARD PURCHASE 12-23-12 ATLANTA GA 9132 CHEVRON 00208904-	6.19
12/24	CHECK CARD NON-BB&T ATM FEE 12-23-12 RACETRAC 9132 2325 MARIETTA ATLANTA GA	2.50
12/24	ATM NETWORK CASH WITHDRAWAL 12-23-12 RACETRAC 9132 2325 MARIETTA ATLANTA GA	181.50
12/24	BB&T CHECK CARD PURCHASE-PIN 12-23-12 ATLANTA GA 9132 RACETRA0453	47.13
12/24	CHECK CARD NON-BB&T ATM FEE 12-24-12 WBY INC 2-204023 9132 4075 BUFORD ATLANTA GA	2.50
12/24	ATM NETWORK CASH WITHDRAWAL 12-24-12 WBY INC 2-204023 9132 4075 BUFORD ATLANTA GA	305.00
12/24	BB&T CHECK CARD PURCHASE-PIN 12-24-12 ATLANTA GA 9132 QUIKTRIP	1.64
12/26	BB&T CHECK CARD PURCHASE REGAL CINEMAS ATLA 12-23 ATLANTA GA 9132	23.00
12/26	BB&T CHECK CARD PURCHASE BENIHANA AT 12-24 ATLANTA GA 9132	35.35
12/26	BB&T CHECK CARD PURCHASE-PIN 12-24-12 020-DTLR 9132 2801 CANDLER DECATUR GA	106.96
12/26	CHECK CARD NON-BB&T ATM FEE 12-26-12 STAR NE 9132 2801 CANDLER DECATUR GA	2.50
12/26	ATM NETWORK CASH WITHDRAWAL 12-26-12 STAR NE 9132 2801 CANDLER DECATUR GA	203.50
12/27	BB&T CHECK CARD PURCHASE FANDANGO.COM 12-26 FANDANGO.COM CA 9132	12.75
12/27	BB&T CHECK CARD PURCHASE-PIN 12-26-12 ATLANTA GA 9132 PUBLIX SUPER MAR 2900 P	547.00
12/27	BB&T CHECK CARD PURCHASE-PIN 12-26-12 DECATUR GA 9132 FOOTACTION2801 CANDLER-	101.65
12/27	BB&T CHECK CARD PURCHASE SANTANDERCONSUMERU 12-27 888-222-4227 TX 9132	571.67
12/27	CHECK CARD NON-BB&T ATM FEE 12-26-12 BANK OF AMERICA 9132 *TWIN OAKS AVONDALE ESTA GA	2.50
12/27	ATM NETWORK CASH WITHDRAWAL 12-26-12 BANK OF AMERICA 9132 *TWIN OAKS AVONDALE ESTA GA	702.00
12/28	BB&T CHECK CARD PURCHASE BENIHANA AT 12-26 ATLANTA GA 9132	126.54

continued



■ BUSINESS VALUE 150 0005243034215 (continued)R

DATE	DESCRIPTION	AMOUNT(\$)
12/28	BB&T CHECK CARD PURCHASE GEICO 12-26 800-841-3000 DC 9132	328.65
12/28	BB&T CHECK CARD PURCHASE-PIN 12-27-12 URBANOUTFITTERS 9132 URBANOUTFITTERS ATLANTA GA	151.20
12/28	BB&T CHECK CARD PURCHASE-PIN 12-27-12 PLANET SUNGLASSE 9132 2801 CANDLER DECATUR GA	140.00
12/28	BB&T CHECK CARD PURCHASE-PIN 12-27-12 DECATUR GA 9132 FOOT LOCKE 2801 CANDLER	26.75
12/31	BB&T CHECK CARD PURCHASE REGIONAL ACCEPTANC 12-27 252-7561121 NC 9132	5.00R
12/31	BB&T CHECK CARD PURCHASE REGIONAL ACCEPTANC 12-27 252-7561121 NC 9132	484.21
12/31	BB&T CHECK CARD PURCHASE PAYPAL *ADVANC 12-27 402-935-7733 CA 9132	874.00
12/31	BB&T CHECK CARD PURCHASE JIMMY JAZZ #1072 12-27 DECATUR GA 9132	69.55
12/31	BB&T CHECK CARD PURCHASE CHILI'S GR12080001 12-27 LITHONIA GA 9132	117.79
12/31	BB&T CHECK CARD PURCHASE 12-28-12 LITHONIA GA 9132 CHEVRON 00203280	72.88
12/31	CHECK CARD NON-BB&T ATM FEE 12-29-12 GEORGIAN TERRACE 9132 659 PEACHTREE ATLANTA AL	2.50
12/31	ATM NETWORK CASH WITHDRAWAL 12-29-12 GEORGIAN TERRACE 9132 659 PEACHTREE ATLANTA AL	203.25
12/31	CHECK CARD NON-BB&T ATM FEE 12-29-12 PONY TAIL INC 9132 1888 CHESHIRE ATLANTA GA	2.50
12/31	ATM NETWORK CASH WITHDRAWAL 12-29-12 PONY TAIL INC 9132 1888 CHESHIRE ATLANTA GA	207.00
12/31	CHECK CARD NON-BB&T ATM FEE 12-29-12 PONY TAIL INC 9132 1888 CHESHIRE ATLANTA GA	2.50
12/31	CHECK CARD NON-BB&T ATM FEE 12-29-12 PONY TAIL INC 9132 1888 CHESHIRE ATLANTA GA	2.50
12/31	ATM NETWORK CASH WITHDRAWAL 12-29-12 PONY TAIL INC 9132 1888 CHESHIRE ATLANTA GA	207.00
12/31	CHECK CARD NON-BB&T ATM FEE 12-29-12 BANK OF AMERICA 9132 *FAIRINGTON R LITHONIA GA	2.50
12/31	ATM NETWORK CASH WITHDRAWAL 12-29-12 BANK OF AMERICA 9132 *FAIRINGTON R LITHONIA GA	503.00
12/31	BB&T CHECK CARD PURCHASE CHILI'S GR12080001 12-29 LITHONIA GA 9132	93.68
12/31	BB&T CHECK CARD PURCHASE-PIN 12-29-12 DILLARDS - 0265 9132 ATLANTICST ATLANTA GA	424.22
12/31	BB&T CHECK CARD PURCHASE PAYPAL *ELEXISARNO 12-30 402-935-7733 CA 9132	35.00
12/31	BB&T CHECK CARD PURCHASE BP PHIDEAUX FUELS 12-30 ATLANTA GA 9132	30.02
12/31	CHECK CARD NON-BB&T ATM FEE 12-31-12 BANK OF AMERICA 9132 *DECATUR DECATUR GA	2.50R
12/31	ATM NETWORK CASH WITHDRAWAL 12-31-12 BANK OF AMERICA 9132 *DECATUR DECATUR GA	603.00

Total other withdrawals, debits and service charges = \$13,422.59

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
12/19	INCOMING WIRE TRANSFER WIRE REF# 20121219-00011902	100,000.00
12/21	COUNTER DEPOSIT	79.54R

Total deposits, credits and interest = \$100,079.54R

BB&T Cash Rewards

ACCOUNT NUMBER ENDING	STATUS	AS OF	EARNED BALANCE(\$)
*****4215R	Active	0/00	

Log on to BB&T OnLine to find the latest cash back offers from participating retailers.

AMENDMENT TO THE BB&T TREASURY MANAGEMENT AGREEMENT

Effective February 1, 2013

Important changes are being made to BB&T Treasury Management Fees for your accounts. These fees are referenced in the Treasury Management Agreement you may have with BB&T. You may not be impacted by the fee changes listed, depending on your account activity and the services that you use. Except for the information contained in this communication, the remainder of the terms and conditions of your agreement with BB&T remain unchanged. If you have questions, contact your local BB&T financial center, your relationship manager, or call 1-800-BANK BBT (1-800-226-5228).

Tax Choice Monthly Report	\$15.00
Tax Choice Quarterly Report	\$15.00
Tax Choice Transaction - Phone	\$5.00
Tax Choice Transaction - Web	\$5.00
Tax Choice Payment Receipt - Fax	\$1.50
Tax Choice Payment Receipt - Mail	\$1.50

AMENDMENT TO THE BUSINESS SERVICES PRICING GUIDE
Effective February 1, 2013

The following changes are being made to the *Business Services Pricing Guide* that you received when you opened your BB&T account. Continued use of your account after February 1, 2013, constitutes your acceptance of these changes. You may not be impacted by the fee changes listed, depending on your account activity and the services that you use. Custom pricing agreements will not be effected. Except for the information contained in this notice, the remainder of the terms and conditions of your agreement with BB&T remain unchanged. If you do not have a copy of the *Business Services Pricing Guide*, contact your local BB&T financial center, your relationship manager, or call 1-800-BANK BBT (1-800-226-5228).

Depository Services

Overdraft/Returned Item	\$36.00
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AMENDMENT TO THE BUSINESS SERVICES PRICING GUIDE
Effective February 1, 2013

The following changes are being made to the *Business Services Pricing Guide* that you received when you opened your BB&T account. Continued use of your account after February 1, 2013, constitutes your acceptance of these changes. You may not be impacted by the fee changes listed, depending on your account activity and the services that you use. Custom pricing agreements will not be effected. Except for the information contained in this notice, the remainder of the terms and conditions of your agreement with BB&T remain unchanged. If you do not have a copy of the *Business Services Pricing Guide*, contact your local BB&T financial center, your relationship manager, or call 1-800-BANK BBT (1-800-226-5228).

Depository Services

Negative Account Balance Fee (Fee assessed to your checking or savings account on the seventh calendar day that your account is overdrawn)	\$36.00
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Overdraft Protection

BB&T is modifying the dollar increments in which overdraft protection amounts are transferred. Currently, BB&T transfers funds from your designated overdraft protection option in increments of \$100. Effective February 18, 2013, for all overdraft protection options excluding the BB&T Business Visa credit card and any designated investment sweep account, BB&T will transfer the actual amount needed to cover your overdrafts for the current business day.

For clients who utilize their BB&T Business Visa credit card for overdraft protection, effective May 1, 2013, the BB&T Business Visa will transfer the actual amount needed to cover your overdrafts for the current business day.

If the amount transferred to cover an overdraft is less than \$5, an Overdraft Transfer Fee will not be charged.

For clients who utilize an investment sweep option, funds will continue to be automatically swept to your checking account in accordance with your pre-determined funding limit. If there are not enough funds in your investment account, available funds will be transferred from your designated overdraft protection option as stated in this notice.



In agreement with the changes noted above, the Commercial Bank Services Agreement is amended as follows:

Section 20 OVERDRAFT PROTECTION, paragraph three is deleted and replaced with the following:

If a check/debit or other item ("Item") is presented against your checking account when there is an insufficient balance to cover the amount of the item, funds will be automatically transferred from your designated overdraft protection option to the checking account in the amount needed to cover the overdraft amount. If there are not enough funds to cover the entire amount of the overdraft item presented for payment, the item may be returned unpaid and a fee charged in accordance with your overdraft decision for the Overdraft Review process. Each automatic transfer from certain credit accounts or from a designated money market account is subject to the Automatic Overdraft Protection Transfer Fee and the Excessive Activity Fee, if applicable, as described in the Business Services Pricing Guide. The Transfer Fee will be assessed directly against the checking account receiving the funds from the automatic transfer and any Excessive Activity Fee will be assessed against the money market account. The Bank reserves the right to return any overdraft that cannot be covered by an automatic transfer from your credit account, sweep account, or designated money market account. Any overdraft that cannot be covered by your designated overdraft protection option will be subject to the Bank's current overdraft fees in accordance with your overdraft decision for the Overdraft Review process.

EXHIBIT

H



819-08-01-C0 16004 0 C 001 30 30 002
KNOX CORPORATION UNLIMITED
1438 SMITHSON DR
LITHONIA GA 30068-6166R

Your account statement

For 01/31/2013

Contact us



BBT.com



(800) BANK-BBT or
(800) 226-5228

Still Strong... Still Lending.

Regardless of the size of your business, BB&T has the experience and knowledge to understand your credit needs. BB&T offers all the solutions to consolidate debt, purchase new equipment, finance operating needs and much more.

To learn more about BB&T's lending solutions, call or visit your local BB&T financial center or contact your BB&T relationship manager.

Loan products are offered through BB&T, member FDIC. Loans are subject to credit approval.

■ BUSINESS VALUE 150 0005243034215R

Account summaryR

Your previous balance as of 12/31/2012R	\$71,017.81
Checks	- 3,000.00R
Other withdrawals, debits and service charges	- 25,671.27
Deposits, credits and Interest	+ 381.31R
Your new balance as of 01/31/2013	= \$42,727.85

Checks

DATE	CHECK #	AMOUNT(\$)
01/09		3,000.00
Total checks		= \$ 3,000.00

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT(\$)
01/02	BB&T CHECK CARD PURCHASE ZAXBY'S 26602 12-30 LITHONIA GA 9132	33.12
01/02	BB&T CHECK CARD PURCHASE-PIN 12-31-12 LITHONIA GA 9132 PUBLIX SUPER MAR 3045 P	94.29
01/02	BB&T CHECK CARD PURCHASE-PIN 12-31-12 LITHONIA GA 9132 QUIKTRIP	50.63
01/02	BB&T CHECK CARD PURCHASE-PIN 12-31-12 KROGER 9132 6678 COVINGTO LITHONIA GA	32.07
01/02	BB&T CHECK CARD PURCHASE-PIN 12-31-12 LITHONIA GA 9132 WALGREENS 6671 COVINGTO	62.04
01/02	BB&T CHECK CARD PURCHASE 01-01-13 LITHONIA GA 9132 CHEVRON 00210159	19.29
01/02	BB&T CHECK CARD PURCHASE-PIN 01-01-13 WAL-MART #1340R 9132 5401 FAIRINGT LITHONIA GA	233.73
01/03	BB&T CHECK CARD PURCHASE REGAL CINEMAS ATLA 01-01 ATLANTA GA 9132	18.00
01/03	BB&T CHECK CARD PURCHASE REGAL CINEMAS ATLA 01-01 ATLANTA GA 9132	23.00
01/03	BB&T CHECK CARD PURCHASE-PIN 01-02-13 ATLANTA GA 9132 CHAMPS 1413393 PEACHTRE	198.45
01/03	BB&T CHECK CARD PURCHASE-PIN 01-02-13 DILLARDS 0265 9132 ATLANTIGST ATLANTA GA	166.75
01/03	BB&T CHECK CARD PURCHASE-PIN 01-02-13 SMYRNA GA 9132 RACETRAC 633	40.02
01/03	BB&T CHECK CARD PURCHASE-PIN 01-03-13 SHELL SERVICE ST 9132 SHELL ATLANTA GA	17.55
01/04	BB&T CHECK CARD PURCHASE RACETRAC 63 0000 01-02 SMYRNA GA 9132	7.14

continued

■ BUSINESS VALUE 150 0005243034215 (continued)

DATE	DESCRIPTION	AMOUNT(\$)
01/04	BB&T CHECK CARD PURCHASE PAYPAL *MEIFENGMEI 01-03 402-935-7733 CA 9132	29.88
01/04	BB&T CHECK CARD PURCHASE CHOPS-BLRG 01-03 ATLANTA GA 9132	251.96
01/04	CHECK CARD NON-BB&T ATM FEE 01-04-13 BANK OF AMERICA 9132 *BANKHEAD HIG ATLANTA GA	2.50
01/04	ATM NETWORK CASH WITHDRAWAL 01-04-13 BANK OF AMERICA 9132 *BANKHEAD HIG ATLANTA GA	702.00
01/04	CHECK CARD NON-BBT ATM INQ FEE 01-04-13 W.F.B 9132 QUIKTRIP-2776 LITHONIA GA	2.50
01/04	CHECK CARD NON-BB&T ATM FEE 01-04-13 W.F.B 9132 QUIKTRIP-2776 LITHONIA GA	2.50
01/04	ATM NETWORK CASH WITHDRAWAL 01-04-13 W.F.B 9132 QUIKTRIP-2776 LITHONIA GA	502.50
01/07	BB&T CHECK CARD PURCHASE PAYPAL *INFO 01-03 402-935-7733 CA 9132	44.10
01/07	BB&T CHECK CARD PURCHASE HOTELS.COM US 01-04 800-219-4686 WA 9132	363.31
01/07	BB&T CHECK CARD PURCHASE WATL 678-500-3159 01-05 ATLANTA GA 9132	415.51
01/07	BB&T CHECK CARD PURCHASE FOOD LION #1437 01-04 BLUE RIDGE GA 9132	203.72
01/07	BB&T CHECK CARD PURCHASE FAMILY DOLLAR #022 01-05 BLUE RIDGE GA 9132	23.54
01/08	BB&T CHECK CARD PURCHASE-PIN 01-07-13 BLUE RIDGE GA 9132 RACEWAY 6871	25.43
01/09	CHECK CARD NON-BB&T ATM FEE 01-08-13 TROP INC 9132 1837 CORPORAT ATLANTA GA	2.50
01/09	ATM NETWORK CASH WITHDRAWAL 01-08-13 TROP INC 9132 1837 CORPORAT ATLANTA GA	207.00
01/09	CHECK CARD NON-BB&T ATM FEE 01-08-13 CHASE 9132 2350 CHESHIRE ATLANTA GA	2.50
01/09	ATM NETWORK CASH WITHDRAWAL 01-08-13 CHASE 9132 2350 CHESHIRE ATLANTA GA	703.00
01/09	CHECK CARD NON-BB&T ATM FEE 01-09-13 W.F.B 9132 REDAN-VILLAGE STONE MTN GA	2.50
01/09	ATM NETWORK CASH WITHDRAWAL 01-09-13 W.F.B 9132 REDAN-VILLAGE STONE MTN GA	503.00
01/10	CHECK CARD NON-BB&T ATM FEE 01-10-13 W.F.BA 9132 LITHONIA-CROS LITHONIA -GA	2.50
01/10	ATM NETWORK CASH WITHDRAWAL 01-10-13 W.F.B 9132 LITHONIA-CROS LITHONIA GA	203.00
01/10	BB&T CHECK CARD PURCHASE-PIN 01-10-13 S&W AUTOMOTIVE P 9132 S&W AUTOMOTIVA LITHONIA GA	160.50
01/11	BB&T CHECK CARD PURCHASE-PIN 01-10-13 DECATUR GA 9132 MACYS 752 2731 CA	188.95
01/11	CHECK CARD NON-BB&T ATM FEE 01-11-13 INVESTMENT DYNAM 9132 1097 HARWELL ATLANTA GA	2.50
01/11	ATM NETWORK CASH WITHDRAWAL 01-11-13 INVESTMENT DYNAM 9132 1097 HARWELL ATLANTA GA	304.00
01/14	CHECK CARD NON-BB&T ATM FEE 01-12-13 W.F.B 9132 QUIKTRIP-2776 LITHONIA GA	2.50
01/14	ATM NETWORK CASH WITHDRAWAL 01-12-13 W.F.B 9132 QUIKTRIP-2776 LITHONIA GA	702.50
01/14	CHECK CARD NON-BB&T ATM FEE 01-12-13 W.F.B 9132 QUIKTRIP-2776 LITHONIA GA	2.50
01/14	ATM NETWORK CASH WITHDRAWAL 01-12-13 W.F.B 9132 QUIKTRIP-2776 LITHONIA GA	702.50
01/14	BB&T CHECK CARD PURCHASE-PIN 01-12-13 HAT WORLD INC. 9132 2801 CANDLER DECATUR GA	29.96
01/14	BB&T CHECK CARD PURCHASE-PIN 01-12-13 AUTOZONE 3443 9132 6629 COVINGTO LITHONIAA GAA	88.77
01/14	BB&T CHECK CARD PURCHASE-PIN 01-12-13 FAMILY DOLLAR #8 9132 4101 REDAN RD STONE MOUNTA GA	10.17
01/14	CHECK CARD NON-BB&T ATM FEE 01-13-13 WBY INC-59651 9132 4075 BUFORD H ATLANTA GA	2.50
01/14	ATM NETWORK CASH WITHDRAWAL 01-13-13 WBY INC-59651 9132 4075 BUFORD H ATLANTA GA	405.00
01/14	CHECK CARD NON-BB&T ATM FEE 01-14-13 BANK OF AMERICA 9132 *PANOLA ROAD LITHONIA GA	2.50
01/14	ATM NETWORK CASH WITHDRAWAL 01-14-13 BANK OF AMERICA 9132 *PANOLA ROAD LITHONIA GA	63.00
01/14	BB&T CHECK CARD PURCHASE-PIN 01-14-13 KROGER 9132 6678 COVINGTO LITHONIA GA	45.94
01/16	BB&T CHECK CARD PURCHASE SPEEDPAY RE:GA NAT 01-14 888-454-7760 GA 9132	3.95
01/16	BB&T CHECK CARD PURCHASE GEORGIA NATURAL GA 01-14 888-454-7760 GA 9132	123.78
01/16	BB&T CHECK CARD PURCHASE HOUSTONS 404.351.2 01-14 ATLANTA GA 9132	60.92
01/16	BB&T 24 CASH WITHDRAWAL 01-15-13 9132 NORTH DEKAIB DECATUR GA	440.00
01/17	BB&T CHECK CARD PURCHASE TGI FRIDAY'S #2473 01-15 LITHONIA GA 9132	69.14
01/17	BB&T CHECK CARD PURCHASE-PIN 01-16-13 ATLANTA GA 9132 RACETRA0453	50.88
01/17	BB&T 24 CASH WITHDRAWAL 01-16-13 9132 ATLANTIC STATION RM #1 ATLANTA	600.00
01/17	BB&T CHECK CARD PURCHASE-PIN 01-17-13 MICRO-ELECTRONIC 9132 2340 PLEASANT DULUTH GA	199.66A
01/18	CHECK CARD NON-BBT ATM INQ FEE 01-18-13 W.F.B 9132 QUIKTRIP#816 SNELLVILLE GA	2.50
01/18	CHECK CARD NON-BB&T ATM FEE 01-18-13 W.F.B 9132 QUIKTRIP#816 SNELLVILLE GA	2.50
01/18	ATM NETWORK CASH WITHDRAWAL 01-18-13 W.F.B 9132 QUIKTRIP#816 SNELLVILLE GA	502.50
01/22	BB&T CHECK CARD PURCHASE 01-18-13 SNELLVILLE GA 9132 BEYRON-003 05798	40.48

continued



▪ BUSINESS VALUE 150 0005243034215 (continued)

DATE	DESCRIPTION	AMOUNT(\$)
01/22	BB&T 24 CASH WITHDRAWAL 01-18-13 9132 ATLANTIC STATION RM #1 ATLANTA	500.00
01/22	CHECK CARD NON-BB&T ATM FEE 01-19-13 PONY TAIL INC 9132 1888 CHESHIRE ATLANTA GA	2.50
01/22	CHECK CARD NON-BB&T ATM FEE 01-19-13 PONY TAIL INC 9132 1888 CHESHIRE ATLANTA GA	2.50
01/22	CHECK CARD NON-BB&T ATM FEE 01-19-13 PONY TAIL INC 9132 1888 CHESHIRE ATLANTA GA	2.50
01/22	ATM NETWORK CASH WITHDRAWAL 01-19-13 PONY TAIL INC 9132 1888 CHESHIRE ATLANTA GA	207.00
01/22	ATM NETWORK CASH WITHDRAWAL 01-19-13 PONY TAIL INC 9132 1888 CHESHIRE ATLANTA GA	207.00
01/22	ATM NETWORK CASH WITHDRAWAL 01-19-13 PONY TAIL INC 9132 1888 CHESHIRE ATLANTA GA	207.00
01/22	BB&T CHECK CARD PURCHASE-PIN 01-19-13 ALDO US #2931 9132 800 HIGHWAY 4 DAWSONVILLE GA	97.36
01/22	BB&T CHECK CARD PURCHASE-PIN 01-19-13 DAWSONVILLE GA 9132 NORTH GEORGIA PREM (DAW	64.19
01/22	BB&T CHECK CARD PURCHASE-PIN 01-19-13 DAWSONVILLE GA 9132 POLO/RALPH LAUREN #92	135.82
01/22	BB&T CHECK CARD PURCHASE-PIN 01-19-13 NORDSTROM 782 9132 ONE BUCKHEAD ATLANTA GA	48.49
01/22	BB&T CHECK CARD PURCHASE FOLKSSOUTHERNKITCH 01-19 TUCKER GA 9132	75.17
01/22	BB&T CHECK CARD PURCHASE PAYPAL *AUTO PARTS 01-20 402-935-7733 CA 9132	29.90
01/22	BB&T CHECK CARD PURCHASE PAYPAL *LW PC INC 01-20 402-935-7733 CA 9132	50.00
01/22	BB&T CHECK CARD PURCHASE 01-20-13 ATLANTA GA 9132 CHEVRON 00352356	58.64
01/22	BB&T CHECK CARD PURCHASE PAPA JOHNS 416.COM 01-20 770-469-6119 GA 9132	52.65
01/22	BB&T CHECK CARD PURCHASE-PIN 01-20-13 AMERICAN WINGS 9132 AMERICAN WING LITHONIA GA	92.53
01/22	CHECK CARD NON-BB&T ATM FEE 01-20-13 CITIZENS TRUST 9132 2038 S STONE LITHONIA GA	2.50
01/22	ATM NETWORK CASH WITHDRAWAL 01-20-13 CITIZENS TRUST 9132 2038 S STONE LITHONIA GA	402.50
01/22	BB&T CHECK CARD PURCHASE PAYPAL *KELLENB54 01-21 402-935-7733 CA 9132	77.48
01/22	CHECK CARD NON-BB&T ATM FEE 01-21-13 GREAT AMERIC-119 9132 2788 EAST PON DECATUR GA	2.50
01/22	ATM NETWORK CASH WITHDRAWAL 01-21-13 GREAT AMERIC-119 9132 2788 EAST PON DECATUR GA	220.00
01/22	BB&T CHECK CARD PURCHASE-PIN 01-21-13 SAWSONVILLE GA 9132 TRUE RELIGION #319	564.93
01/22	BB&T CHECK CARD PURCHASE-PIN 01-21-13 DAWSONVILLE GA 9132 POLO/RALPH LAUREN #92	129.36
01/22	BB&T CHECK CARD PURCHASE PIN 01 21-13 DAWSONVILLE GA 9132 RACETRAC 204	52.80
01/22	SERVICE CHARGE	18.00
01/23	BB&T CHECK CARD PURCHASE CORPORATIONS 01-22 ATLANTA GA 9132	200.00
01/23	BB&T CHECK CARD PURCHASE SPRINT *WIRELESS 01-23 800-639-6111 KS 9132	249.81
01/23	BB&T CHECK CARD PURCHASE-PIN 01-22-13 LILBURN GA 9132 QUIKTRIP	40.00
01/23	BB&T CHECK CARD PURCHASE T-CELLULAR - NORTH 01-22 ATLANTA GA 9132	375.18
01/23	CHECK CARD NON-BB&T ATM FEE 01-23-13 PONY TAIL INC 9132 1888 CHESHIRE ATLANTA GA	2.50
01/23	ATM NETWORK CASH WITHDRAWAL 01-23-13 PONY TAIL INC 9132 1888 CHESHIRE ATLANTA GA	207.00
01/23	BB&T 24 CASH WITHDRAWAL 01-23-13 9132 DEKALB-CLAIRMONT ATLANTA GA J I L I	200.00
01/23	CHECK CARD NON-BB&T ATM FEE 01-23-13 WBY INC-59651 9132 4075 BUFORD H ATLANTA GA	2.50
01/23	ATM NETWORK CASH WITHDRAWAL 01-23-13 WBY INC-59651 9132 4075 BUFORD H ATLANTA GA	105.00
01/24	BB&T CHECK CARD PURCHASE LONGHORN STEAK0005 01-22 ATLANTA GA 9132	76.84
01/24	BB&T CHECK CARD PURCHASE NAPA STORE 1500006 01-23 ATLANTA GA 9132	44.36
01/24	CHECK CARD NON-BB&T ATM FEE 01-24-13 PONY TAIL INC 9132 1888 CHESHIRE ATLANTA GA	2.50
01/24	ATM NETWORK CASH WITHDRAWAL 01-24-13 PONY TAIL INC 9132 1888 CHESHIRE ATLANTA GA	207.00
01/25	BB&T CHECK CARD PURCHASE SPORTSLINE BAR AND 01-23 MARIETTA GA 9132	76.05
01/25	BB&T CHECK CARD PURCHASE SANTANDERCONSUMERU 01-25 888-222-4227 TX 9132	571.67
01/25	BB&T CHECK CARD PURCHASE GEORGIA PLASTIC SU 01-24 770-4181234 GA 9132	500.00
01/25	BB&T CHECK CARD PURCHASE JIMMY JAZZ #1072 01-24 DECATUR GA 9132	462.21

continued

■ BUSINESS VALUE 150 0005243034215 (continued)

DATE	DESCRIPTION	AMOUNT(\$)
01/28	CHECK CARD NON-BB&T ATM FEE 01-25-13 CHEVRON FOOD MAR 9132 2038 STONE MO LITHONIA GAB	2.50
01/28	B ATM NETWORK CASH WITHDRAWAL 01-25-13 CHEVRONFOOD MAR 9132 2038 STONE MO LITHONIA GA B	201.95
01/28	BB&T CHECK CARD PURCHASE BENIHANA AT 01-26 ATLANTA GA 9132 B B B	129.78
01/28	BB&T CHECK CARD PURCHASE HILTON GARDEN INN 01-27 ATLANTA GA 9132	114.84
01/28	CHECK CARD NON-BB&T ATM FEE 01-26-13 W.F.B 9132 GARSON ATLANTA GA	2.50
01/28	ATM NETWORK CASH WITHDRAWAL 01-26-13 W.F.B 9132 GARSON ATLANTA GA	703.00
01/28	CHECK CARD NON-BB&T ATM FEE 01-26-13 W.F.B 9132 GARSON ATLANTA GA	2.50
01/28	ATM NETWORK CASH WITHDRAWAL 01-26-13 W.F.B 9132 GARSON ATLANTA GA	703.00
01/28	BB&T CHECK CARD PURCHASE PONY TAIL INC 01-26 ATLANTA GA 9132 B B B B	500.00
01/28	BB&T CHECK CARD PURCHASE-PIN 01-26-13 02B DTLR 9132 5228 MEMORIAL STONE MOUNTAI GA	171.20
01/28	BB&T CHECK CARD PURCHASE-PIN 01-26-13 020-DTLR 9132 2801 CANDLER DECATUR GAB	176.55B
01/28	BB&T CHECK CARD PURCHASE WWW.ACTIVEFORWARD. 01-27 810-584-5454 MI 9132	9.90B
01/28	BB&T CHECK CARD PURCHASE-PIN 01-26-13 020-DTLR 9132 2801 CANDLER DECATUR GA	202.66
01/28	BB&T CHECK CARD PURCHASE ECLH FOOD & NUTRIT 01-27 ATLANTA GA 9132B	10.10
01/28	BB&T 24 CASH WITHDRAWAL 01-27-13 9132 ATLANTIC STATION REMOTE ATLANT	600.00
01/29	BB&T CHECK CARD PURCHASE HOUSTONS 404.351.2 01-26 ATLANTA GA 9132	115.51B
01/29	BB &T CHBCK CARD P URCHASB HILTON GARDEN INN 01-28 ATLANTAB GA 9132	136.84
01/29	BB&T CHECK CARD PURCHASE LAZ PARK INC 580171 01-28 ATLANTAB GA 9132	5.00
01/29	BB&T CHECK CARD PURCHASE GIANNI VERSACE 01-28 ATLANTA GA 9132 B B	264.60
01/30	BB&T CHECK CARD PURCHASE MACGIANO'S #750000 01-28 Atlanta GA 9132	72.48
01/30	BB&T CHECK CARD PURCHASE GEORGIA PLASTIC SU 01-29 770-4181234 GA 9132B	2,900.00B
01/30	BB&T CHECK CARD PURCHASE DULUTH OPC SE 330 01-29 DULUTH GA 9132 B	1,175.00B
01/30	BB&T CHECK CARD PURCHASE-PIN 01-30-13 WAL-MART #1340 9132 5401 FAIRINGT LITHONIA GA	80.99
01/31	BB&T CHECK CARD PURCHASE GEICO 01-29 800-841-3000 DC 9132	439.47
01/31	BB&T CHECK CARD PURCHASE PAYPAL *APPLIEDTEL 01-30 402-935-7733 AZ 9132	78.40
01/31	BB&T CHECK CARD PURCHASE-PIN 01-30-13 WAL-MART SUPER C 9132 1184 WAL-SAMS STONE MOUNTAI GA	34.75
01/31	BB&T CHECK CARD PURCHASE-PIN 01-30-13 WAL-MART SUPER C 9132 1184 WAL-SAMS STONE MOUNTAI GA	79.64
01/31	BB&T CHECK CARD PURCHASE-PIN 01-30-13 LITHONIA GA 9132 WALGREENS 6671 COVINGTOB	130.54
Total other withdrawals, debits and service charges		= \$25,671.27

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
01/07	BB&T CHECK CARD RETURN HOTELS.COM US 01-04 800-219-4606 WA 9132	363.31
01/08	BB&T CHECK CARD RETURN REGAL CINEMAS ATLA 01-01 ATLANTA GA 9132	18.00
Total deposits, credits and interest		= \$381.31

BB&T Cash Rewards

ACCOUNT NUMBER ENDING	STATUS	AS OF	EARNED BALANCE(\$)
*****4215	Active	00/00	
Log on to BB&T Online to find the latest cash back offers from participating retailers			



Questions, comments or errors?

Member FDIC

For general questions/comments or to report errors about your statement or account, please call BB&T Phone24 at 1-800-BANK BBT (1-800-226-5228) 24 hours a day, 7 days a week. BB&T Phone24 Client Service Associates are available to assist you from 6 a.m. until midnight ET. You may also contact your local BB&T financial center. To locate a BB&T financial center in your area, please visit BBT.com.

Electronic fund transfers

In case of errors or questions about your electronic fund transfers, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, contact us as soon as possible. You may write to us at the following address:

BB&T Liability Risk Management
P.O. Box 996
Wilson, NC 27894-0996

You may also call BB&T Phone24 at 1-800-BANK BBT or visit your local BB&T financial center. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. Please provide the following information:

- Your name and account number
- Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information
- The dollar amount of the suspected error

We will investigate your complaint/concern and promptly take corrective action. If we take more than ten (10) business days to complete our investigation, your account will be credited for the amount you think is in error, minus a maximum of \$50 if we have a reasonable basis to believe that an unauthorized electronic fund transfer has occurred. This will provide you with access to your funds during the time it takes us to complete our investigation. You may have no liability for unauthorized Check Card purchases, subject to the terms and conditions in the current BB&T Electronic Fund Transfer Agreement and Disclosures. If you have arranged for direct deposit(s) to your account, please call BB&T Phone24 at 1-800-BANK BBT to verify that a deposit has been made.

If your periodic statement shows transfers that you did not make, tell us at once. If you do not inform us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days. This will occur if we can prove that we could have stopped someone from taking the money if you had informed us in time. If a good reason kept you from informing us, we will extend the time periods.

Important information about your Constant Credit Account

Once advances are made from your Constant Credit Account, an INTEREST CHARGE

will automatically be imposed on the account's outstanding "Average daily balance." The INTEREST CHARGE is calculated by applying the "Daily periodic rate" to the "Average daily balance" of your account (including current transactions) and multiplying this figure by the number of days in the billing cycle. To get the "Average daily balance," we take the beginning account balance each day, add any new advances or debits, and subtract any payments or credits and the last unpaid INTEREST CHARGE. This gives us the daily balance. Then we add all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average daily balance."

Billing rights summary

In case of errors or questions about your Constant Credit statement

If you think your statement is incorrect, or if you need more information about a Constant Credit transaction on your statement, please call 1-800-BANK BBT or visit your local BB&T financial center. To dispute a payment, please write to us on a separate sheet of paper at the following address:

BankCard Services Division
P.O. Box 00
Wilson, NC 27894-0200

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. You may telephone us, but doing so will not preserve your rights. In your letter, please provide the following information:

- Your name and account number
- Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information
- The dollar amount of the suspected error

During our investigation process, you are not responsible for paying any amount in question; you are, however, obligated to pay the items on your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.

Mail-in deposits

If you wish to mail a deposit, please send a deposit ticket and check to your local BB&T financial center. Visit BBT.com to locate the BB&T financial center closest to you. Please do not send cash.

Change of address

If you need to change your address, please visit your local BB&T financial center or call BB&T Phone24 at 1-800-BANK BBT (1-800-226-5228).

How to Reconcile Your Account		Outstanding Checks and Other Debits (Section A)			
		Date/Check #	Amount	Date/Check #	Amount
1. List the new balance of your account from your latest statement here:					
2. Record any outstanding debits (checks, check card purchases, ATM withdrawals, electronic transactions, etc.) in section A. Record the transaction date, the check number or type of debit and the debit amount. Add up all of the debits, and enter the sum here:					
3. Subtract the amount in line 2 above from the amount in line 1 above and enter the total here:					
4. Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits and enter the sum here:					
		Outstanding Deposits and Other Credits (Section B)			
		Date/Type	Amount	Date/Type	Amount
5. Add the amount in line 4 to the amount in line 3 to find your balance. Enter the sum here. This amount should match the balance in your register.					
For more information, please contact your local BB&T relationship manager, visit BBT.com, or contact BB&T Phone24 at 1-800-BANK BBT (1-800-226-5228).					

EXHIBIT

I

Escrow Agreement

THIS ESCROW AGREEMENT dated as of this 10th day of December, 2012 by and between VAJRA Energy Limited at Unit 1010, Miramar Tower, 132 Nathan Rd. Kowloon, HK (VEL) and Atlanta Capital LLC at 3040 Peachtree Rd. NE, Atlanta, GA 30326 (ACF) and The Perry Law Group, LLC having address at 600 West Peachtree Street, Suite 1560 Atlanta, GA 30308 (the "Escrow Agent")

WITNESSETH:

- (A) Whereas, ACF and VEL are parties to a Purchase Agreement whereby VEL is engaging the services of ACF to assist with procuring a financial instrument.
- (B) Whereas, pursuant to the terms of the Purchase Agreement, VEL has agreed to deliver the sum of (US) \$150,000.00 to the Escrow Agent and held in accordance with the terms of the Escrow Agreement; and
- (C) Whereas, ACF and VEL each appoint the Escrow Agent to serve as an escrow agent hereunder; and
- (D) Whereas, the Escrow Agent has agreed to act as escrow agent pursuant to the terms and conditions of this Agreement; and
- (E) Whereas, ACF and VEL acknowledge that Escrow agent is a neutral third party engaged strictly for the purpose of receiving and disbursing Escrow Funds as stated herein; and **NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:
1. **Definitions.** For the purposes of this Agreement, capitalized terms used in this Agreement and not otherwise defined have the meanings specified in the Purchase Agreement.
 2. **Term.** This Agreement shall commence on the date first above written and shall continue thereafter until all Escrow Funds (as defined below) have been disbursed by the Escrow Agent in accordance with the terms and conditions hereof (the "Term").
 3. **Escrow Funds.** The Escrow Agent hereby acknowledges receipt of One hundred Fifty Thousand Dollars (\$150,000.00) (hereinafter "Escrow Funds") tendered by VEL in

Atlanta Capital LLC LR

VAJRA Energy Limited _____



accordance with the Purchase Agreement. VEL and ACF hereby appoint the Escrow Agent to hold the Escrow Funds and disburse in accordance with the provisions of this Escrow Agreement.

- 4.i **Escrow Instructions.** ACF and VEL have provided to the Escrow Agent, escrow instructions attached hereto as Exhibits A and B which outlines in detail the terms under which the Escrow Funds shall be released to ACF.
5. **Ownership of Funds.** It is acknowledged by the parties that until all instructions of Exhibit A are complied with, the Escrow Funds minus Escrow Agent's fee and any related service fees as outlined herein as stated below shall remain the property of VEL.
6. **Distribution of Escrow Fund; Disputes.**

- a. The Termination Date shall be defined as the date upon which the compliance of all instructions of Exhibit A is completed and the disbursement of the Escrow Funds as stated therein.
- b. Either party (the **Requesting Party**) may deliver signed instructions as evidenced in Exhibit B, C or D to the Escrow Agent (the "Release Instructions") instructing the Escrow Agent to release funds from the Escrow Fund, provided that ACF may not deliver such Release Instructions to the Escrow Agent prior to the compliance of all terms on Exhibit A and Escrow Agent may not accept or act on such Release Instructions prior to the compliance of all terms on Exhibit A. The Requesting Party shall deliver to the other party (the **Non-Requesting Party**) a copy of the Release Instructions concurrently with its delivery to the Escrow Agent. If the Non-Requesting Party objects to the release of any funds from the Escrow Fund as set forth in the Release Instructions, it shall deliver written notice (a "Notice of Dispute") to the Requesting Party and the Escrow Agent within a period of 5 business days after receipt of the Release Instructions setting forth in reasonable detail the reasons why the Non-Requesting Party is disputing the Release Instructions. The Non-Requesting Party shall deliver to the Requesting Party a copy of the Notice of Dispute concurrently with its delivery to the Escrow Agent. If the Non-Requesting Party fails to deliver a Notice of Dispute to the Requesting Party and the Escrow Agent within said period of 5 business days, or if the Notice of Dispute does not dispute the payment of a portion of the amount set forth in the Release Instructions (the "Undisputed Portion"), then the Escrow Agent shall immediately pay to the Requesting Party the amount of the payment set forth in the Release Instructions or the Undisputed Portion, as applicable. If the Escrow Agent receives a Notice of Dispute, the Escrow Agent shall not pay any amounts which are being disputed unless, until and only to the extent that the Escrow Agent (i) receives joint written instructions signed by ACF and VEL regarding the payment of funds, or (ii) is directed to make such payment by a court or arbitrator adjudicating such dispute.

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VAJRA Energy Limited _____



- c. On the Termination Date, all Escrow Funds shall be disbursed. Any taxes or fees incurred on Escrow Funds or as a result thereof shall be the responsibility of party ultimately receiving the funds.
- d. Thirty calendar days after the execution date hereof (the "30 Days Date"), all amounts in the Escrow Fund, to the extent not paid to ACF, Escrow Agent or subject to a Notice of Dispute in accordance with Section 6(b) above, shall be released by the Escrow Agent back to VEL. Any amounts remaining in the Escrow Fund that are subject to a Notice of Dispute shall be released in accordance with Section 6(b) above.

7. Escrow Agent's Disclaimers

The obligations of the Escrow Agent under this Agreement are subject to the following terms and conditions:

- (a) Except for this Agreement, the Escrow Agent is not a party to and is not bound by any other agreement between ACF and VEL. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and the Escrow Agent shall only be liable for the performance of such duties and obligations as are specifically set forth in this Agreement.
- (b) The Parties hereby agree that the Escrow Agent is not serving in the capacity of legal counsel to either party in this transaction. Each party warrants that they have engaged independent legal counsel to provide advice regarding any agreements entered into or has willingly waived his right to do so.
- (c) The Escrow Agent is not making any representations or warranties regarding the validity of any other agreements entered into by the parties nor is Escrow Agent guaranteeing the performance of any party to this Agreement except as stated herein.
- (d) The Escrow Agent acts hereunder as a depository only and is not responsible for or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instruments, documents, agreements, or other materials deposited with it. The Escrow Agent shall not be required to defend any legal proceeding which may be instituted against it with respect to the subject matter of this Agreement unless it is requested to do so by one of the parties and is indemnified by such requesting party to the Escrow Agent's satisfaction against the cost and expenses including attorneys' fees of such defense, unless arising from the Escrow Agent's bad faith or willful

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misconduct. The Escrow Agent shall not be required to institute legal proceedings of any kind. The Escrow Agent shall not be required to perform any acts which will violate any law or applicable rules of any governmental agency.

- (e) The Escrow Agent shall not in any way be bound or affected by any notice of modification or cancellation of this Agreement unless in writing signed by ACF and Vajra Energy Limited, nor shall the Escrow Agent be bound by any modification hereof unless the same shall be reasonably satisfactory to it. The Escrow Agent shall be entitled to rely upon any notice, certification, demand or other writing delivered to it hereunder by VEL and ACF without being required to determine the authenticity or the correctness or any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment.
- (f) The Escrow Agent may consult counsel, including its in-house counsel, and act in reliance upon any signature reasonably believed by it to be genuine, and may assume that any person purporting to give any notice or receipt, or make any statements, in connection with the provisions hereof has been duly authorized to do so.
- (g) The Escrow Agent may consult counsel, including its in-house counsel, and act relative hereto in reliance upon advice of counsel in reference to any matter connected herewith, and neither it, its directors, officers or employees shall be liable for any mistake of fact or error of judgment, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.
- (h) ACF and VEL, jointly and severally, covenant and agree to indemnify the Escrow Agent and hold it harmless without limitation from and against any loss, liability or expense of any nature incurred by the Escrow Agent arising out of or in connection with this Agreement or with the administration of its duties hereunder, including but not limited to legal fees and other costs and expenses of defending or preparing to defend against any claim or liability in the premises, unless such loss, liability or expense shall be caused by the Escrow Agent's gross negligence, bad faith, or willful misconduct. In no event shall the Escrow Agent be liable for indirect, punitive, special or consequential damages.
8. **Resignation of Escrow Agent.** The Escrow Agent may resign and be discharged of its duties as Escrow Agent hereunder upon thirty days written notice to ACF and Vajra Energy Limited. Such resignation shall take effect thirty days after the giving of such notice and the return of all Escrow Funds deposited with Escrow Agent.

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9. Appointment of Successor Escrow Agent. In the event of the resignation of the Escrow Agent or its removal from office, ACF and VEL shall jointly and in good faith appoint a successor upon mutual agreement of the parties.

10. Escrow Agent's Fee. Escrow Agent's fee shall be equal to two percent (2%) of the Escrow Fund amount and shall be deemed earned upon the deposit of the Escrow Funds by VEL. It is hereby acknowledged by the parties that in the event of non-compliance or non-performance with Exhibit A by ACF, the Escrow Funds are required to be returned to VEL. The Escrow Agent's Fee shall be deducted prior to the return of any sums to VEL. The Escrow Agent shall be entitled to reimbursement on demand for all expenses incurred in connection with the administration of this Agreement or the escrow created hereby which are in excess of its compensation for normal services hereunder, including without limitation, payment of any legal fees and expenses incurred by the Escrow Agent in connection with resolution of any claim by any party hereunder. The Escrow Agent is hereby granted a lien on the Escrow Funds to protect, indemnify and reimburse itself for all fees, costs, expenses and liabilities arising out of this Agreement and the performance of its duties hereunder.

11. Expenses. All reasonable costs, expenses and fees of the Escrow Agent incurred in connection with the performance of its duties and obligations hereunder, including any outside counsel fees reasonably incurred by it after prior notice to the parties, shall be borne equally by the parties hereto. The Escrow Agent shall have the right to withhold from the Escrow Funds prior to distribution, its reasonable costs, fees and expenses due hereunder.

12. Limitation of Liability. The Escrow Agent is hereby required only to retain and disburse the Escrow Funds as herein provided. The Escrow Agent's duties are only such as are specifically provided herein and are administrative, not discretionary. The Escrow Agent shall not be required to determine whether or not the terms and conditions of the Purchase Agreement have been complied with by the parties. The Escrow Agent shall have no responsibility hereunder other than to follow faithfully the instructions attached as Exhibit A herein or such further supplemental instructions as VEL and ACF may mutually provide and shall incur no liability whatsoever to VEL or ACF except for gross negligence or willful misconduct. The Escrow Agent shall not be subject to liability with respect to losses suffered from the Purchase Agreement. The Escrow Agent may consult with counsel and shall be fully protected in any action taken in good faith in accordance with such advice. The Escrow Agent shall be fully protected in acting in accordance with any written instructions of VEL and/or ACF given to it hereunder and reasonably believed by it to have been executed by the proper parties.

13. Indemnification. VEL and ACF, jointly and severally, shall hold the Escrow Agent harmless and indemnify the Escrow Agent against any loss, liability, expenses (including reasonable attorney's fees and expenses), claims or demands arising out of or in connection

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17. Successors and Assigns. This Escrow Agreement shall be binding upon and inure to the Benefit of the parties hereto and their respective successors and permitted assigns, but in no event shall any person not a party hereto have any rights to the monies or investments in the Escrow Fund as a third party beneficiary or otherwise. No party hereto may assign or transfer its rights or obligations hereunder without the prior written consent of the other parties hereto.

18. Governing Law. This Escrow Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by the laws of the State of Georgia, without regard to its conflicts of law doctrine. All disputes under this Agreement shall be governed by a court of competent jurisdiction located in the city of Atlanta in the State of Georgia.

19. Waiver. Waiver of any term or condition of this Escrow Agreement by any party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Escrow Agreement.

20. Headings. The section headings contained in this Escrow Agreement are convenient references only and shall not in any way affect the meaning or interpretation of this Escrow Agreement.

21. Counterparts. This Escrow Agreement may be executed in one or more counterparts (including by facsimile), each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which taken together shall constitute one and the same instrument. This Escrow Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

22. Entire Agreement. This Escrow Agreement, embody the entire understanding of the parties hereto which pertain to the subject matter hereof and supersede all prior or contemporaneous agreements, representations, conditions or undertakings not included herein and therein which pertain to the subject matter hereof. This Escrow Agreement may be amended only in writing, signed by all parties hereto, and no purported oral waiver or amendment of any provision hereof shall be effective.

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

Atlanta Capital LLC JR

VAJRA Energy Limited _____

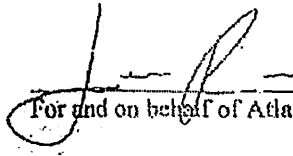


8 | Page


For and on behalf of
VAJRA ENERGY LIMITED


Authorized Signatory

For and on behalf VAJRA Energy Limited -- Martin Accevedo


For and on behalf of Atlanta Capital LLC -- Mr. Jerry Ravino

For and on behalf of The Perry Law Group -- Keisha R. Perry, Esq

Atlanta Capital LLC 



VAJRA Energy Limited 

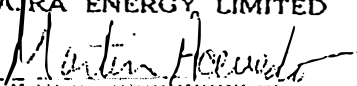
EXHIBIT A - TRANSFER AGENT INSTRUCTIONS

VEL and ACF hereby agree that the procedures and terms set forth below shall be an accurate statement of the instructions to be complied with by Escrow Agent:

1. Upon execution of this Escrow Agreement by all parties hereto, and depositing of Escrow Funds into Escrow Agent account, ACF shall complete the services as outlined in the Purchase Agreement and procure the financial instrument on behalf of Vajra Energy Limited's stated Beneficiary.
2. Escrow Agent shall release One hundred and fifty Thousand Dollars (\$150,000.00) from the Escrow Funds, less Escrow Agent fee and expenses in accordance with section 10 of the Escrow Agreement, to ACF upon Verification and Authentication of the instrument as directed in writing to the Escrow Agent.
3. Verification and Authentication shall be considered complete upon Escrow Agent receiving facsimile notification from VEL of said Verification and Authentication by Receiving Bank within five banking days. In this case, VEL shall also send a signed copy of Exhibit "C".
4. If VEL fails to notify Escrow Agent of Verification and Authentication of the financial instrument within five banking days, then Escrow Agent may consider the financial instrument to be Verified and Authenticated.
5. If VEL is unable to Verify or Authenticate the financial instrument, the provisions of section 6b shall govern.

The foregoing escrow disbursement instructions are
ACCEPTED AND AGREED by: ACF and Vajra Energy Limited:


 Atlanta Capital LLC

For and on behalf of
VAJRA ENERGY LIMITED

 Vajra Energy Limited *Authorized Signature(s)*

Atlanta Capital LLC 

VAJRA Energy Limited



Exhibit "B" - Form of Joint Direction

Direction__

TO: The Perry Law Group, LLC__

Reference is made to the Escrow Agreement among VEL, ACF and THE PERRY LAW GROUP dated as of December 10th, 2012 (the "Escrow Agreement"). All capitalized words and phrases used herein shall have the same meaning as in the Escrow Agreement unless the context otherwise requires.

In accordance with the terms of the Escrow Agreement, you are hereby irrevocably authorized and directed to pay to VEL, the sum of \$150,000 from the Escrow Funds, less Escrow Agent fee__ and expenses fees in accordance with section 10 of the Escrow Agreement.

This letter shall serve as full authority to Escrow Agent to release the Escrow Funds as stated__ herein.

This Direction is made in accordance with section 6(b) of the Escrow Agreement.

Dated: _____

Vajra Energy Limited

Atlanta Capital LLC

Atlanta Capital LLC JR

VAJRA Energy Limited 

Exhibit "C" - Form of Escrow Release Request by VAJRA Energy Limited

TO: The Perry Law Group, LLC

Reference is made to the Escrow Agreement between, ACF, VEL and THE PERRY LAW GROUP dated as of December 10th, 2012 (the "Escrow Agreement").

All capitalized words and phrases used herein shall have the same meaning as in the Escrow Agreement unless the context otherwise requires.

In accordance with the terms of the Escrow Agreement, you are hereby irrevocably authorized and directed to pay to ACF sum of \$150,000 from the Escrow Funds, less Escrow Agent Fee and expenses in accordance with section 10 of the Escrow Agreement.

This Direction is made in accordance with section 6(b) of the Escrow Agreement. The undersigned hereby certifies that this Escrow Release Request shall grant Escrow Agent full authority to release the funds as stated herein.

Dated: _____

Vaira Energy Limited

Atlanta Capital LLC

VAJRA Energy Limited



EXHIBIT

J

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

JEFFERY D. SMITH d/b/a ATLANTA
CAPITAL LLC a/d/b/a CAPITAL
FUNDING, INC., JOSEPH CARSWELL
d/b/a ATLANTA CAPITAL LLC a/d/b/a
CAPITAL FUNDING, INC., and
MICHAEL W. FULLARD,

Defendants.

Civil Action No.
1:16-CV-4171-TWT

**FINAL JUDGMENT AS TO DEFENDANTS SMITH, CARSWELL AND
FULLARD**

The Clerk of the Court having entered a default against Defendants Jeffery D. Smith, d/b/a Atlanta Capital LLC a/d/b/a Capital Funding, Inc. ("Defendant Smith"), Joseph Carswell, d/b/a Atlanta Capital LLC a/d/b/a Capital Funding, Inc. ("Defendant Carswell"), and Michael W. Fullard ("Defendant Fullard") (collectively, "the Defendants"); the Securities and Exchange Commission (the

“Commission”) having filed a Motion for Default Judgment Against Defendants with supporting memorandum of law; and for good cause shown:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants Smith and Carswell are permanently restrained and enjoined from violating Section 17(a) of the Securities Act of 1933 (the “Securities Act”) [15 U.S.C. § 77q(a)] in the offer or sale of any security by the use of any means or instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to obtain money or property by means of any untrue statement of a material fact or any omission of a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; or
- (c) to engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon the purchaser

by, directly or indirectly, (i) creating a false appearance or otherwise deceiving any person, or (ii) disseminating false or misleading documents, materials, or information or making, either orally or in writing, any false or misleading statement in any communication with any investor or prospective investor, about:

- (A) any investment strategy or investment in securities,
- (B) the prospects for success of any product or company,
- (C) the use of investor funds,
- (D) compensation to any person, or
- (E) the misappropriation of investor funds or investment proceeds.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following who receive actual notice of this Final Judgment by personal service or otherwise: (a) Defendant's officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with Defendant or with anyone described in (a).

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED

that Defendants Smith and Carswell are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

(a)e to employ any device, scheme, or artifice to defraud;e

(b)e to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or

(c)e to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person

by, directly or indirectly, (i) creating a false appearance or otherwise deceiving any person, or (ii) disseminating false or misleading documents, materials, or

information or making, either orally or in writing, any false or misleading statement in any communication with any investor or prospective investor, about:

- (A) any investment strategy or investment in securities,
- (B) the prospects for success of any product or company,
- (C) the use of investor funds,
- (D) compensation to any person, or
- (E) the misappropriation of investor funds or investment proceeds.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following who receive actual notice of this Final Judgment by personal service or otherwise: (a) Defendant's officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with Defendant or with anyone described in (a).

III.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants Smith, Carswell and Fullard are permanently restrained and enjoined from violating Section 15(a) of the Exchange Act [15 U.S.C. § 78o(a)] by effecting any transactions in, or inducing or attempting to induce the purchase or sale of, any security without registering with the Commission.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following who receive actual notice of this Final Judgment by personal service or otherwise: (a) Defendant's officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with Defendant or with anyone described in (a).

IV.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that (1) Defendant Smith is liable for disgorgement of \$355,520.00, representing the profit gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$59,995.31, for a total

disgorgement amount of \$415,245.31. Defendant Smith is further liable for a civil penalty in the amount of \$100,000.00 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u(3)(B)]. Defendant Smith shall satisfy this obligation by paying a total of \$515,245.31 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment; (2) Defendant Carswell is liable for disgorgement of \$132,570.00, representing the profit gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$22,388.69, for a total disgorgement amount of \$154,958.69. Defendant Carswell is further liable for a civil penalty in the amount of \$100,000.00 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u(3)(B)]. Defendant Carswell shall satisfy this obligation by paying a total of \$254,958.69 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment; and (3) Defendant Fullard is liable for disgorgement of \$23,000.00, representing the profit gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$3,884.27, for a total disgorgement amount of \$26,884.27. Defendant Fullard is further liable for a civil penalty in the amount of \$5,000.00 pursuant to Section 21A of the

Exchange Act [15 U.S.C. § 78u(3)(B)]. Defendant Fullard shall satisfy this obligation by paying a total of ~~\$~~31,884,27 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment.

Payment may be transmitted electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account or by credit or debit card via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Payment may also be made by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to:

Enterprise Services Center
Accounts Receivable Branch
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

and shall be accompanied by a letter identifying the case title, civil action number, and name of the Court; the respective Defendant's name (Jeffery D. Smith d/b/a Capital Funding, Inc., or Joseph Carswell, d/b/a Atlanta Capital LLC a/d/b/a Capital Funding, Inc., or Michael W. Fullard) as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Each defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendants relinquish all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendants. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury. Defendant shall pay post-judgment interest on any delinquent amounts pursuant to 28 USC § 1961.

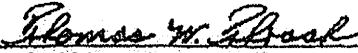
V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VI.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated: October 11, 2017


HONORABLE THOMAS W. THRASH
UNITED STATES DISTRICT JUDGE

EXHIBIT

K

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

v.

**JEFFERY D. SMITH d/b/a ATLANTA
CAPITAL LLC a/d/b/a CAPITAL
FUNDING, INC., JOSEPH CARSWELL
d/b/a ATLANTA CAPITAL LLC a/d/b/a
CAPITAL FUNDING, INC., and
MICHAEL W. FULLARD,**

Defendants.

**Civil Action No.
1:16-CV-4171-TWT**

**CORRECTED FINAL JUDGMENT AS TO
DEFENDANTS SMITH, CARSWELL AND FULLARD**

The Clerk of the Court having entered a default against Defendants Jeffery D. Smith, d/b/a Atlanta Capital LLC a/d/b/a Capital Funding, Inc. (“Defendant Smith”), Joseph Carswell, d/b/a Atlanta Capital LLC a/d/b/a Capital Funding, Inc. (“Defendant Carswell”), and Michael W. Fullard (“Defendant Fullard”) (collectively, “the Defendants”); the Securities and Exchange Commission (the

“Commission”) having filed a Motion for Default Judgment Against Defendants with supporting memorandum of law; and for good cause shown:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants Smith and Carswell are permanently restrained and enjoined from violating Section 17(a) of the Securities Act of 1933 (the “Securities Act”) [15 U.S.C. § 77q(a)] in the offer or sale of any security by the use of any means or instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to obtain money or property by means of any untrue statement of a material fact or any omission of a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; or
- (c) to engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon the purchaser

by, directly or indirectly, (i) creating a false appearance or otherwise deceiving any person, or (ii) disseminating false or misleading documents, materials, or information or making, either orally or in writing, any false or misleading statement in any communication with any investor or prospective investor, about:

(A) any investment strategy or investment in securities, o

(B) the prospects for success of any product or company, o

(C) the use of investor funds, o

(D) compensation to any person, or o

(E) the misappropriation of investor funds or investment proceeds. o

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following who receive actual notice of this Final Judgment by personal service or otherwise: (a) Defendant's officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with Defendant or with anyone described in (a).

II.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants Smith and Carswell are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Securities Exchange Act of 1934 (the “Exchange Act”) [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

- (a) to employ any device, scheme, or artifice to defraud;
- (b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person

by, directly or indirectly, (i) creating a false appearance or otherwise deceiving any person, or (ii) disseminating false or misleading documents, materials, or

information or making, either orally or in writing, any false or misleading statement in any communication with any investor or prospective investor, about:

(A) any investment strategy or investment in securities,e

(B) the prospects for success of any product or company,e

(C) the use of investor funds,e

(D) compensation to any person, ore

(E) the misappropriation of investor funds or investment proceeds.e

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following who receive actual notice of this Final Judgment by personal service or otherwise: (a) Defendant's officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with Defendant or with anyone described in (a).

III.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants Smith, Carswell and Fullard are permanently restrained and enjoined from violating Section 15(a) of the Exchange Act [15 U.S.C. § 78o(a)] by effecting any transactions in, or inducing or attempting to induce the purchase or sale of, any security without registering with the Commission.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following who receive actual notice of this Final Judgment by personal service or otherwise: (a) Defendant's officers, agents, servants, employees, and attorneys; and (b) other persons in active concert or participation with Defendant or with anyone described in (a).

IV.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that (1) Defendant Smith is liable for disgorgement of \$355,520.00, representing the profit gained as a result of the conduct alleged in the Complaint,

together with prejudgment interest thereon in the amount of \$59,995.31, for a total disgorgement amount of \$415,515.31. Defendant Smith is further liable for a civil penalty in the amount of \$100,000.00 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u(3)(B)]. Defendant Smith shall satisfy this obligation by paying a total of \$515,515.31 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment; (2) Defendant Carswell is liable for disgorgement of \$132,570.00, representing the profit gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$22,388.69, for a total disgorgement amount of \$154,958.69. Defendant Carswell is further liable for a civil penalty in the amount of \$100,000.00 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u(3)(B)]. Defendant Carswell shall satisfy this obligation by paying a total of \$254,958.69 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment; and (3) Defendant Fullard is liable for disgorgement of \$23,000.00, representing the profit gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of \$3,884.27, for a total disgorgement amount of \$26,884.27. Defendant Fullard is further liable for a civil penalty in the

amount of \$5,000.00 pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u(3)(B)]. Defendant Fullard shall satisfy this obligation by paying a total of \$31,884.27 to the Securities and Exchange Commission within 14 days after entry of this Final Judgment.

Payment may be transmitted electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account or by credit or debit card via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Payment may also be made by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to:

Enterprise Services Center
Accounts Receivable Branch
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

and shall be accompanied by a letter identifying the case title, civil action number, and name of the Court; the respective Defendant's name (Jeffery D. Smith d/b/a Capital Funding, Inc., or Joseph Carswell, d/b/a Atlanta Capital LLC a/d/b/a

Capital Funding, Inc., or Michael W. Fullard) as a defendant in this action; and specifying that payment is made pursuant to this Final Judgment.

Each defendant shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendants relinquish all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendants. The Commission shall send the funds paid pursuant to this Final Judgment to the United States Treasury. Defendant shall pay post-judgment interest on any delinquent amounts pursuant to 28 USC § 1961.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VI.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated: December 20, 2017

/s/Thomas W. Thrash
HONORABLE THOMAS W. THRASH
UNITED STATES DISTRICT JUDGE

CERTIFICATE OF SERVICE

I certify that on February 26, 2018, I caused the foregoing **MOTION BY DIVISION OF ENFORCEMENT FOR A FINDING THAT RESPONDENTS JOSEPH CARSWELL AND MICHAEL W. FULLARD ARE IN IN DEFAULT AND FOR IMPOSITION OF REMEDIAL SANCTIONS** to be served on the following persons by the method of delivery indicated below:

By UPS and email:

Honorable Cameron Elliot
Administrative Law Judge
Securities and Exchange Commission
100 F Street, N.E., Mail Stop 2585
Washington, D.C. 20549-2585

By UPS and facsimile

Secretary Brent J. Fields
Securities and Exchange Commission
100 F Street N.E.
Washington, DC 20549-1090

By UPS

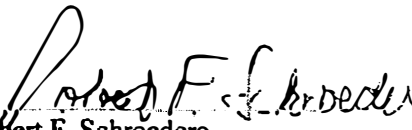
Mr. Jeffrey D. Smith

[REDACTED]
Lithonia, Georgia [REDACTED]

Mr. Joseph Carswell
901 Roswell Street
Marietta, Georgia 30060

Mr. Michael W. Fullard

[REDACTED]
Apartment [REDACTED]
Sedona, Arizona [REDACTED]


Robert F. Schroeder