



UTAH HOUSE OF REPRESENTATIVES

REPORT OF THE
SPECIAL INVESTIGATIVE COMMITTEE

APPENDIX

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Special Counsel to the Lieutenant Governor of the State of Utah for the investigation of Attorney General John E. Swallow

**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH**

In re the SPECIAL INVESTIGATION OF
ATTORNEY GENERAL JOHN E.
SWALLOW

SUBPOENA DUCES TECUM

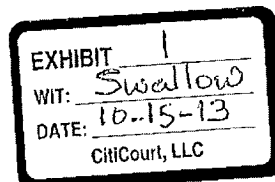
Case No. 130905293

Honorable Vernice Trease

**To: John Swallow
1263 East Bell View Circle
Sandy, UT 84094**

Pursuant to Rule 45, Utah Rules of Civil Procedure, you are hereby commanded to deliver and produce any and all records in your possession, custody or control, including, but not limited to, all papers, documents, files, charts, notes or other tangible things, as listed in Exhibit "A", pursuant to the Instructions and Definitions set forth on Exhibit A, on or before September

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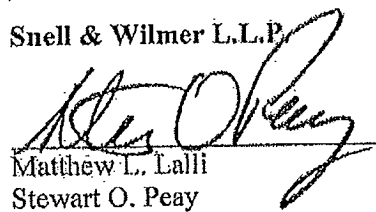


5, 2013, at the law offices of Snell & Wilmer, 15 West South Temple, Suite 1200, Salt Lake City, Utah 84101.

Pursuant to Rule 45, Utah Rules of Civil Procedure, you are hereby advised that the Notice to Person Served with a Subpoena is attached hereto and incorporated herein as Exhibit "B".

DATED this 20th day of August, 2013.

Snell & Wilmer L.L.P.



Matthew L. Lalli
Stewart O. Peay

Supplementation of Responses

In the event that you acquire documents responsive to any request for production of documents or any portion thereof between the date that you respond to the same and the date that this investigation concludes, you are requested to supplement your production of documents to include such additional documents.

Requests for Production

1. All documents, including but not limited to bank statements, concerning any and all bank accounts used by P Solutions LLC, SSV Management LLC, Swallow & Associates, L.C., John Swallow, the Trust and/or I-Aware Products, LLC;
2. All documents and communications, including but not limited to organizational documents, concerning any of the following: P Solutions LLC, SSV Management LLC, I-Aware Products, LLC, Swallow & Associates, L.C., Chaparral Limestone and Cement Company, LLC, RMR Consulting, LLC, Richard Rawle, Suzanne Swallow (in her capacity as a member, manager or employee of P Solutions LLC, SSV Management LLC, and/or I-Aware Products, LLC), the Trust, and/or Lauren M. Reed (in her capacity as trustee of the Trust);
3. All financial statements and financial ledgers for John Swallow, Suzanne Swallow, and each of the entities and individuals identified in request 1, above, for the years 2011 and/or 2012;
4. All documents, including, but not limited to, checks, wire receipts and invoices, concerning payments or transfers made to P Solutions LLC, SSV Management LLC, I-Aware Products, LLC, Swallow & Associates, L.C., John Swallow, Suzanne Swallow or the Trust by Richard Rawle, RMR Consulting, LLC or Chaparral Limestone and Cement Company, LLC or any other entity in which Richard Rawle had an ownership interest;
5. All documents, including, but not limited to, checks, wire receipts and invoices, concerning services, work, advice, or consultation that John Swallow provided to Richard Rawle, RMR Consulting, LLC and/or Chaparral Limestone and Cement Company, LLC personally or on behalf of P Solutions LLC, SSV Management LLC, I-Aware Products, LLC, Swallow & Associates, L.C., the Trust or any other person or entity;
6. From January 1, 2011 to the present, all emails and other communications between John Swallow and any news organization, or any of its reporters or employees, including, but not limited to, the Salt Lake Tribune, the Deseret News, KSL, FOX 13, and/or Channel 2 News;
7. All tax returns concerning John Swallow, Suzanne Swallow, P Solutions LLC, SSV Management LLC, I-Aware Products, LLC, and/or Swallow & Associates, L.C.;

8. All account statements, bank statements, credit card statements, debit card statements, and/or checking statements for all bank or other financial accounts to which John Swallow had access;

9. All documents, e-mails and/or other written communications between John Swallow (and/or his agents) and Lee McCullough, III (and his agents) concerning: (1) P Solutions LLC; (2) SSV Management LLC; (3) I-Aware Products, LLC; (4) Swallow & Associates, L.C.; (5) RMR Consulting, LLC; (6) Chaparral Limestone and Cement Company, LLC; (7) the Trust; (8) John Swallow's March 9, 2012 Candidate Financial Disclosure or Conflict of Interest ("the March 9 Disclosure"); (9) John Swallow's March 15, 2012 Candidate Financial Disclosure or Conflict of Interest (the "March 15 Disclosure"); (10) the decision to amend the March 9 Disclosure and/or file the March 15 Disclosure; and/or (11) any analysis, recommendation, or advice concerning the March 9 Disclosure, the March 15 Disclosure, Utah's Election Code, and/or the Candidate Financial Disclosure requirements contained in, for example, Title 20A and Title 76 of the Utah Code;

10. All documents, including, but not limited to, all meeting records, telephone records, e-mail records, billing statements, and invoices, concerning the statements contained in Lee S. McCullough, III's April 9, 2013 letter to John Swallow and/or Rodney G. Snow's April 9, 2013 letter to the Lieutenant Governor, including, but not limited to, the assertion that John Swallow met with Lee S. McCullough in March of 2012;

11. All documents concerning telephones, telephone service providers, telephone voice and/or data plans, and/or telephone accounts purchased, leased, owned, operated, used, accessed, and/or contracted for by John Swallow, including, but not limited to, all phone records concerning telephone calls and/or text messages sent or received by John Swallow;

12. All documents concerning any statement, assertion, allegation, and/or fact contained in: (1) the Verified Petition for Removal of John Swallow from Office and for Related Relief, filed with the Lieutenant Governor, by petitioners Martindale and Young-Otterstrom ("Petitioners"), on or around March 7, 2013; and/or (2) the Request for Review and Reconsideration, filed with the Lieutenant Governor, by Petitioners, on or around May 30, 2013.

Matthew L. Lalli (6105)
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Special Counsel to the Lieutenant Governor of the State of Utah for the investigation of Attorney General John E. Swallow

**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH**

In re the SPECIAL INVESTIGATION OF
ATTORNEY GENERAL JOHN E.
SWALLOW

SUBPOENA DUCES TECUM

Case No. 130905293

Honorable Vernice Trease

**To: I-Aware Products, LLC
Suzanne Swallow, Registered Agent
1263 E Bell View Circle
Sandy, UT 84094**

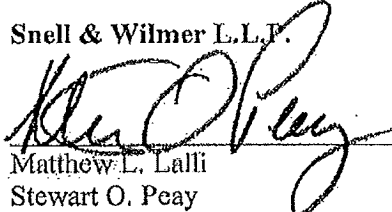
Pursuant to Rule 45, Utah Rules of Civil Procedure, you are hereby commanded to deliver and produce any and all records in your possession, custody or control, including, but not limited to, all papers, documents, files, charts, notes or other tangible things, as listed in Exhibit "A", pursuant to the Instructions and Definitions set forth on Exhibit A, on or before September

5, 2013, at the law offices of Snell & Wilmer, 15 West South Temple, Suite 1200, Salt Lake City, Utah 84101.

Pursuant to Rule 45, Utah Rules of Civil Procedure, you are hereby advised that the Notice to Person Served with a Subpoena is attached hereto and incorporated herein as **Exhibit "B"**.

DATED this 20th day of August, 2013.

Snell & Wilmer L.L.P.



Matthew L. Lalli
Stewart O. Peay

H. Unless another time period is specified, the relevant time period for each Request for Production is January 1, 2009 to the present.

Supplementation of Responses

In the event that you acquire documents responsive to any request for production of documents or any portion thereof between the date that you respond to the same and the date that this investigation concludes, you are requested to supplement your production of documents to include such additional documents.

Requests for Production

1. All documents, including, but not limited to, account statements, concerning any and all bank accounts used by I-Aware Products, LLC;
2. All organizational documents, including, but not limited to, all versions of articles of organization, operating agreements, lists of members, managers, officers, directors and/or employees, mission statements and annual, quarterly, or other periodic reports;
3. All documents concerning any of the following: Richard Rawle, RMR Consulting, LLC, Chaparral Limestone and Cement Company, LLC, John Swallow, Suzanne Swallow, P. Solutions LLC, SSV Management LLC, Swallow & Associates, L.C., the Trust, Lauren M. Reed (in her capacity as trustee of the Trust), Lee S. McCullough, III and/or Jeremy Johnson;
4. All documents identifying customers, clients or contractors of I-Aware Products, LLC, including, but not limited to, client lists;
5. All financial documents, including, but not limited to, financial statements, general ledgers including Quickbooks or similar electronic accounting software or any other documents showing income and/or expenditures since the inception of I-Aware Products, LLC to the present;
6. All documents concerning a change in the identity or composition of the members, ownership, directors, managers, employees, agents, shareholders, trustee, or beneficiaries of I-Aware Products, LLC;
7. All documents, including, but not limited to, checks, wire receipts and invoices, concerning payments or transfers made to or received from: Richard Rawle, RMR Consulting, LLC, Chaparral Limestone and Cement Company, LLC, John Swallow, Suzanne Swallow, P. Solutions LLC, SSV Management LLC, Swallow & Associates, L.C., the Trust, Lauren M. Reed, Lee S. McCullough, III and/or Jeremy Johnson;
8. All documents concerning John Swallow;

9. All documents, including, but not limited to, checks, wire receipts and invoices, concerning work or services that John Swallow provided to Richard Rawle, RMR Consulting, LLC and/or Chaparral Limestone and Cement Company, LLC, personally or as a member, employee, manager, agent or representative of P Solutions LLC, SSV Management LLC, Swallow & Associates, L.C., the Trust or any other entity.

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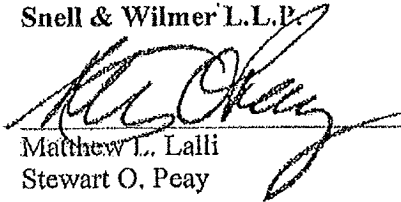
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5, 2013, at the law offices of Snell & Wilmer, 15 West South Temple, Suite 1200, Salt Lake City, Utah 84101.

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2. All organizational documents, including, but not limited to, all versions of articles of organization, operating agreements, lists of members, managers, officers, directors and/or employees, mission statements and annual, quarterly, or other periodic reports;
3. All documents concerning any of the following: Richard Rawle, RMR Consulting, LLC, Chaparral Limestone and Cement Company, LLC, John Swallow, Suzanne Swallow, P Solutions LLC, SSV Management LLC, I-Aware Products, LLC, the Trust, Lauren M. Reed (in her capacity as trustee of the Trust), Lee S. McCullough, III and/or Jeremy Johnson;
4. All documents identifying customers, clients or contractors of Swallow & Associates, L.C., including, but not limited to, client lists;
5. All financial documents, including, but not limited to, financial statements, general ledgers including Quickbooks or similar electronic accounting software or any other documents showing income and/or expenditures;
6. All documents concerning a change in the identity or composition of the members, ownership, directors, managers, employees, agents, shareholders, trustee, or beneficiaries of Swallow & Associates, L.C.;
7. All documents, including, but not limited to, checks, wire receipts and invoices, concerning payments or transfers made to or received from: Richard Rawle, RMR Consulting, LLC, Chaparral Limestone and Cement Company, LLC, John Swallow, Suzanne Swallow, P Solutions LLC, SSV Management LLC, I-Aware Products, LLC, the Trust, Lauren M. Reed, Lee S. McCullough, III and/or Jeremy Johnson;
8. All documents, including, but not limited to, checks, wire receipts and invoices, concerning work or services that John Swallow provided to Richard Rawle, RMR Consulting,

LLC and/or Chaparral Limestone and Cement Company, LLC, personally or as a member, employee, manager, agent or representative of P Solutions LLC, SSV Management LLC, Swallow & Associates, L.C., the Trust or any other entity.

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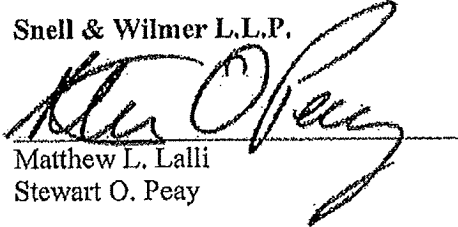
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"A", pursuant to the Instructions and Definitions set forth on Exhibit A, on or before September 5, 2013, at the law offices of Snell & Wilmer, 15 West South Temple, Suite 1200, Salt Lake City, Utah 84101.

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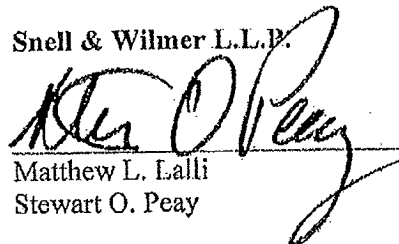
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3. All personal financial statements for John Swallow and/or Suzanne Swallow for the years 2011 and/or 2012;
4. All documents, including, but not limited to, checks, wire receipts and invoices, concerning payments or transfers made to P Solutions LLC, SSV Management LLC, I-Aware Products, LLC, Swallow & Associates, L.C., John Swallow, Suzanne Swallow or the Trust by Richard Rawle, RMR Consulting, LLC or Chaparral Limestone and Cement Company, LLC;
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6. All tax returns concerning John Swallow, Suzanne Swallow, P Solutions LLC, SSV Management LLC, I-Aware Products, LLC, and/or Swallow & Associates, L.C.;
7. All documents, including, but not limited to, bank account statements, copies of cancelled checks or other documents concerning any transfer or payments that Suzanne Swallow has

received from any person or entity, including, but not limited to, the Trust, P Solutions LLC, SSV Management LLC, I-Aware Products, LLC, and/or Swallow & Associates, L.C.

8. All account statements, bank statements, credit card statements, debit card statements, and/or checking statements for all bank or other financial accounts to which John Swallow had access;
9. All documents, including, but not limited to, all meeting records, telephone records, e-mail records, billing statements, and invoices, concerning the statements contained in Lee S. McCullough, III's April 9, 2013 letter to John Swallow and/or Rodney G. Snow's April 9, 2013 letter to the Lieutenant Governor;
10. All documents concerning telephones, telephone service providers, telephone voice and/or data plans, and/or telephone accounts purchased, leased, owned, operated, used, accessed, and/or contracted for by John Swallow, including, but not limited to, all phone records concerning telephone calls and/or text messages sent or received by John Swallow.

Matthew L. Lalli (6105)
Stewart O. Peay (9584)
SNELL & WILMER, LLP
15 West South Temple, Suite 1200
Gateway Tower West
Salt Lake City, Utah 84101-1004
Telephone: (801) 257-1900
Facsimile: (801) 257-1800
Email: speay@swlaw.com

Special Counsel to the Lieutenant Governor of the State of Utah for the investigation of Attorney General John E. Swallow

**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH**

In re the SPECIAL INVESTIGATION OF
ATTORNEY GENERAL JOHN E.
SWALLOW

SUBPOENA DUCES TECUM

Case No. 130905293

Honorable Vernice Trease

**To: SSV Management LLC
Suzanne Swallow, Registered Agent
1263 East Bell View Circle
Sandy, UT 84094**

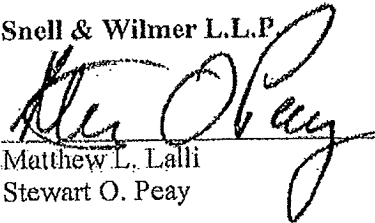
Pursuant to Rule 45, Utah Rules of Civil Procedure, you are hereby commanded to deliver and produce any and all records in your possession, custody or control, including, but not limited to, all papers, documents, files, charts, notes or other tangible things, as listed in Exhibit

"A", pursuant to the Instructions and Definitions set forth on Exhibit A, on or before September 5, 2013, at the law offices of Snell & Wilmer, 15 West South Temple, Suite 1200, Salt Lake City, Utah 84101.

Pursuant to Rule 45, Utah Rules of Civil Procedure, you are hereby advised that the Notice to Person Served with a Subpoena is attached hereto and incorporated herein as **Exhibit "B"**.

DATED this 20th day of August, 2013.

Snell & Wilmer L.L.P.



Matthew L. Lalli
Stewart O. Peay

H. Unless another time period is specified, the relevant time period for each Request for Production is January 1, 2009 to the present.

Supplementation of Responses

In the event that you acquire documents responsive to any request for production of documents or any portion thereof between the date that you respond to the same and the date that this investigation concludes, you are requested to supplement your production of documents to include such additional documents.

Requests for Production

1. All documents, including, but not limited to, account statements, concerning any and all bank accounts used by SSV Management, LLC;
2. All organizational documents, including, but not limited to, all versions of articles of organization, operating agreements, lists of members, managers, officers, directors and/or employees, mission statements and annual, quarterly, or other periodic reports;
3. All documents concerning any of the following: Richard Rawle, RMR Consulting, LLC, Chaparral Limestone and Cement Company, LLC, John Swallow, Suzanne Swallow, P Solutions LLC, I-Aware Products, LLC, Swallow & Associates, L.C., the Trust, Lauren M. Reed (in her capacity as trustee of the Trust), Lee S. McCullough, III and/or Jeremy Johnson;
4. All documents identifying customers, clients or contractors of SSV Management LLC, including, but not limited to, client lists;
5. All financial documents, including, but not limited to, financial statements, general ledgers including Quickbooks or similar electronic accounting software or any other documents showing income and/or expenditures since the inception of SSV Management LLC to the present;
6. All documents concerning a change in the identity or composition of the members, ownership, directors, managers, employees, agents, shareholders, trustee, or beneficiaries of SSV Management LLC.
7. All documents, including, but not limited to, checks, wire receipts and invoices, concerning payments or transfers made to or received from: Richard Rawle, RMR Consulting, LLC, Chaparral Limestone and Cement Company, LLC, John Swallow, Suzanne Swallow, P Solutions LLC, I-Aware Products, LLC, Swallow & Associates, L.C., the Trust, Lauren M. Reed, Lee S. McCullough, III and/or Jeremy Johnson;
8. All documents concerning John Swallow;

9. All documents, including, but not limited to, checks, wire receipts and invoices, concerning work or services that John Swallow provided to Richard Rawle, RMR Consulting, LLC and/or Chaparral Limestone and Cement Company, LLC, personally or as a member, employee, manager, agent or representative of P Solutions LLC, SSV Management LLC, Swallow & Associates, L.C., the Trust or any other entity.

Matthew L. Lalli (6105)
Stewart O. Peay (9584)
SNELL & WILMER, LLP
15 West South Temple, Suite 1200
Gateway Tower West
Salt Lake City, Utah 84101-1004
Telephone: (801) 257-1900
Facsimile: (801) 257-1800
Email: speay@swlaw.com

Special Counsel to the Lieutenant Governor of the State of Utah for the investigation of Attorney General John E. Swallow

**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH**

In re the SPECIAL INVESTIGATION OF
ATTORNEY GENERAL JOHN E.
SWALLOW

SUBPOENA DUCES TECUM

Case No. 130905293

Honorable Vernice Trease

**To: Lauren M. Reed, Trustee
c/o Rod Snow and Jennifer James
Clyde Snow & Sessions
201 S. Main St. #1300
Salt Lake City, UT 84111**

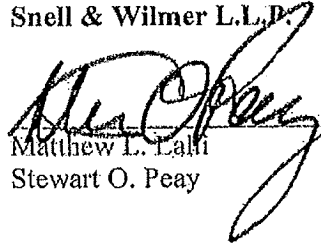
Pursuant to Rule 45, Utah Rules of Civil Procedure, you are hereby commanded to deliver and produce any and all records in your possession, custody or control, including, but not limited to, all papers, documents, files, charts, notes or other tangible things, as listed in Exhibit

"A", pursuant to the Instructions and Definitions set forth on Exhibit A, on or before September 9, 2013, at the law offices of Snell & Wilmer, 15 West South Temple, Suite 1200, Salt Lake City, Utah 84101.

Pursuant to Rule 45, Utah Rules of Civil Procedure, you are hereby advised that the Notice to Person Served with a Subpoena is attached hereto and incorporated herein as **Exhibit "B"**.

DATED this 23th day of August, 2013.

Snell & Wilmer L.L.P.



Matthew L. Lahi
Stewart O. Peay

(vii) The number of pages;

(viii) The basis on which any privilege is claimed; and

(ix) Whether any non-privileged matter or material is included in the document.

H. Unless another time period is specified, the relevant time period for each Request for Production is January 1, 2009 to the present.

Supplementation of Responses

In the event that you acquire documents responsive to any request for production of documents or any portion thereof between the date that you respond to the same and the date that this investigation concludes, you are requested to supplement your production of documents to include such additional documents.

Requests for Production

1. All documents, including, but not limited to, account statements, concerning any and all bank accounts used by the Trust and/or Lauren M. Reed (in her capacity as trustee of the Trust);
2. All organizational documents, including, but not limited to, all versions of articles of organization and/or other documents relating to the formation and/or management of the Trust, all reports and/or accountings concerning the Trust, the assets of the trust and lists of members, managers, officers, directors, employees, trustors, trustees, and/or beneficiaries;
3. All documents concerning any of the following: Richard Rawle, RMR Consulting, LLC, Chaparral Limestone and Cement Company, LLC, John Swallow, Suzanne Swallow, P Solutions LLC, SSV Management LLC, I-Aware Products, LLC, Lauren M. Reed (in her capacity as trustee of the Trust), Lee S. McCullough, III and/or Jeremy Johnson;
4. All financial documents, including, but not limited to, financial statements, general ledgers including Quickbooks or similar electronic accounting software or any other documents showing income and/or expenditures;

5. All documents concerning a change in the identity or composition of the members, ownership, trustor, trustee, beneficiaries, assets and/or agents of the Trust;
6. All documents, including, but not limited to, checks, wire receipts and invoices, concerning payments or transfers made to or received from: Richard Rawle, RMR Consulting, LLC, Chaparral Limestone and Cement Company, LLC, John Swallow, Suzanne Swallow, P Solutions LLC, SSV Management LLC, I-Aware Products, LLC, Lauren M. Reed, Lee S. McCullough, III and/or Jeremy Johnson;
7. All documents, including, but not limited to, checks, wire receipts and invoices, concerning work or services that John Swallow provided to Richard Rawle, RMR Consulting, LLC and/or Chaparral Limestone and Cement Company, LLC, personally or as a member, employee, manager, agent or representative of P Solutions LLC, SSV Management LLC, Swallow & Associates, L.C., the Trust or any other entity.

2

P-Solutions, LLC
1263 East Bell View Circle
Sandy, UT 84094

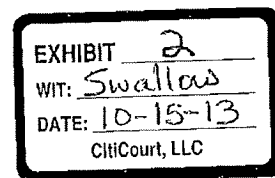
For Project Consulting Services for Richard Rawle personally
or for the Chaparral Company:

December 15, 2010-April 5, 2011, related to new Cement
Plant/limestone Project near the Moapa Valley area in Nevada

To wit: Work dealing with forming a strategic partnership with the Nevada Moapa Valley Piute tribe, investigation into strategic project development partners, including legal counsel with relationships with the Moapa Valley Tribe, work to engage David Colvin, current General Counsel for the Las Vegas Piute Tribe, consultations and engagement of David Colvin, arrange for meetings between Mr. Colvin and Piute tribal leaders, work preparing messaging and materials for presentations, engagement of attorney Dennis Ickes of Salt Lake, former Federal Employee in Indian Affairs, and current business development expert with Western Piute Tribes, work and meetings with Mr. Ickes, preparation of materials for presentation and coordination for meetings with tribal leaders and their legal counsel; Continued market research and meetings with representatives for marketing the project to Domestic and offshore purchasers and investors, meetings with core team dealing with core testing for viability of project and Limestone quality.

Time Spent: 60 hours

Aggregate billing: \$15,000.00



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JS000065

P-Solutions, LLC
1263 East Bell View Circle
Sandy, UT 84094

For Project Consulting Services for Richard Rawle personally:

August-Mid-October, 2010, related to new Cement
Plant/limestone Project near the Moapa Valley area in Nevada

To wit: Meetings with Richard discussing project to secure permits, verify quality of limestone assets in Moapa Valley Nevada area, outlining of project and goals and objectives, begin the work of identifying potential partners for strategic investment in industry, both domestically and internationally, initial work exploring Nevada law firms with experience in BLM permitting and air and water permitting, punch-listing of due diligence, review of market research for purposes of preparing initial prospectus, brainstorming of potential for project expansion into Piute reservation of the Moapa Piute Tribe and work to determine how best to interface with tribal leaders, initial meetings with Richard's team members.

Time Spent: 34 hours

Aggregate billing: \$8,500.00

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JS000066

John Swallow 4/8/11

to richard

Richard:

I would like to invoice the company the amount of \$15,000.00 for services rendered on our Nevada project. Let me know if that seems ok. See you at noon.

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JS000067

From: John Swallow <johneswallow@gmail.com>
To: Richard Rawle
Sent: Fri Apr 08 11:12:47 2011
Subject: Invoice

Richard:

I would like to Invoice the company the amount of \$15,000.00 for services rendered on our Nevada project. Let me know if that seems ok. See you at noon.

John

CONFIDENTIAL

JS000068

3

From: John Swallow [john.swallow1@me.com]
Sent: Wednesday, April 20, 2011 6:44 AM
To: Richard Rawle
Subject: Re: "I'm 70 and I'm Tired"

Yes. I think so. He also needs to get the chairman a write up of our proposal. Unless that is done we need to have some input on that. We need to take a good shot at it. I'll call him today.

Sent from my iPhone

On Apr 19, 2011, at 11:37 PM, Richard Rawle <Richard@softwiseonline.com> wrote:

He said he needs to find contacts that get us close to the chief, has he done that ?

From: John Swallow <john.swallow1@me.com>
To: Richard Rawle
Sent: Tue Apr 19 21:01:23 2011
Subject: Re: "I'm 70 and I'm Tired"

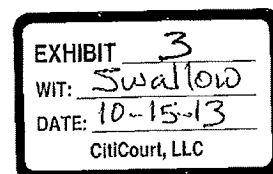
I'm in Nauvoo until Saturday night. Should I set up a phone call with Colvin? I think he needs some direction.

Things going well?

Js
Sent from my iPad

On Apr 19, 2011, at 4:59 PM, Richard Rawle <Richard@softwiseonline.com> wrote:

From: Carl Watkins [<mailto:cawatkins1@yahoo.com>]
Sent: Tuesday, April 19, 2011 10:42 AM
To: Bill Funke
Subject: Fw: Fwd: "I'm 70 and I'm Tired"



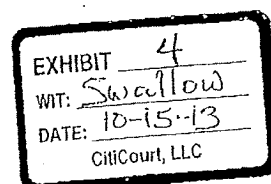
4

From: Richard Rawle
Sent: Monday, June 11, 2012 1:35 PM
To: John Swallow; jasoncpowers@gmail.com
Subject: Fwd: Executive Summary
Attachments: EXECUTIVE SUMMARY.doc; ATT5410785.htm

Jason, here is information on the cement project that John has been working with me on.

Sent from my iPhone

Begin forwarded message:



5

From: John Swallow [john.swallow1@me.com]
Sent: Monday, October 24, 2011 9:11 AM
To: Richard Rawle
Subject: Fwd: Your help...

FYI. This is a Chinese investor.

John

Sent from my iPhone

Begin forwarded message:

From: Randy Park <randy.park@alморrell.com>
Date: October 23, 2011 9:45:39 PM MDT
To: John Swallow <john.swallow1@me.com>
Subject: RE: Your help...

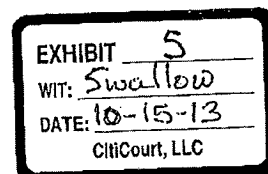
We should get together to discuss your cement company...

I brought it up, and he is interested.

I will try to find you this coming week.

Randy Park

President and COO
Destiny Deep Sea Water, LLC



6

From: John Swallow [johneswallow@gmail.com]
Sent: Friday, November 11, 2011 3:59 PM
To: Richard Rawle
Subject: Re: Chaparral document updated

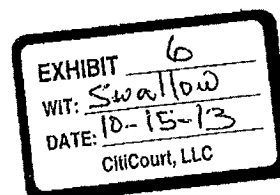
Thanks. Heading out Sunday. Spoke with [REDACTED] Sorry you are not coming.

-----Original Message-----

From: Richard Rawle
To: johneswallow@gmail.com
Subject: FW: Chaparral document updated
Sent: Nov 11, 2011 3:56 PM

Message truncated due to size.

Sent from my Verizon Wireless BlackBerry



7

From: John Swallow [john.swallow1@me.com]
Sent: Thursday, December 01, 2011 5:01 PM
To: Richard Rawle
Subject: Re: RE: FW:

Checking. I'll have a report when I see you tomorrow.

Sent from my iPad

On Dec 1, 2011, at 2:42 PM, Richard Rawle <Richard@softwiseonline.com> wrote:

Any leads on selling the Cement property and is Ekes coming up with a proposal?

From: John Swallow [<mailto:johneswallow@gmail.com>]
Sent: Tuesday, November 22, 2011 9:03 AM
To: Richard Rawle
Subject: Re: FW:

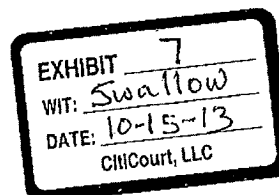
Met this morning with [REDACTED] contact.

Sent from my iPhone

On Nov 17, 2011, at 12:35 PM, "Richard Rawle" <Richard@softwiseonline.com> wrote:

John, there is already one [REDACTED] company looking at this.

I've attached the newest version of our brochure. The significant change deals with air quality rights. We recently purchased an air quality permit number A00154 from Royal Cement Company. The permit allows for the potential to emit (PTE) of up to 105 tons of PM10 emissions per year, along with other emission rights.



Let me know if you have any questions.

Allen Young

<Chaparral_Limestone_and_Cement_Co_111511.pdf>

From: Richard Rawle
Sent: Friday, June 15, 2012 9:10 PM
To: 'John Swallow'
Subject: RE: Cement Plant

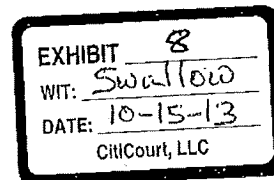
Thanks John.

From: John Swallow [<mailto:johneswallow@gmail.com>]
Sent: Fri 6/15/2012 6:13 PM
To: Richard Rawle
Subject: Cement Plant

Richard: I have found a contact in the Nevada Office of Economic Development in the mining division through an attorney friend of mine. Ill keep you posted.

Have a great weekend.

John



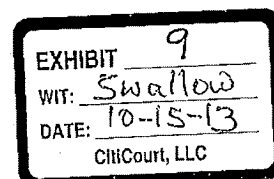
Tyler Young

From: John Swallow <johneswallow@gmail.com>
Sent: Monday, March 18, 2013 6:48 PM
To: tyoung@utahinjury.com
Subject: Chaparell

Tyler, can you forward to me a recent copy of the executive summary?

Thanks.

John



SCM01961

THE SUPER SEVEN TRUST

This Agreement is effective as of the 15th day of September, 2009, by and between John E. Swallow as the Grantor (hereinafter referred to as the "Grantor"), Lauren M. Read as the Investment Trustee (hereinafter referred to as the "Investment Trustee") and Michael Cahill of Las Vegas, Nevada as the Qualified Person Trustee (hereinafter referred to as the "Qualified Person Trustee") (both the Investment Trustee and the Qualified Person Trustee shall hereinafter collectively be referred to as the "Trustees").

The name of this Trust shall be The Super Seven Trust (the "Trust").

Any person who makes a gift of an asset to this Trust shall be known as "Donor". Any property which subsequently may be transferred to or received by the Trustee shall be held by the Trustees in trust and shall be administered upon the terms and conditions hereinafter set forth. The Trustees shall have the right to accept or reject any property contributed to the Trust.

I. BENEFICIARIES AND PURPOSE

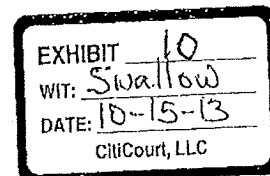
1.1 Family. The Grantor is married to Suzanne M. Swallow. All references to Grantor's children include [REDACTED] and any other child born to or legally adopted by the Grantor.

1.2 Beneficiaries. The beneficiaries of the Trust (the "Beneficiaries") are as follows:

- 1.2.1 the Grantor's spouse;
- 1.2.2 the Grantor's descendants;
- 1.2.3 the parents of Grantor and Grantor's spouse;
- 1.2.4 the descendants of the parents of Grantor and Grantor's spouse; and
- 1.2.5 the employees of any company owned (more than 25%) or controlled by Grantor; and
- 1.2.6 such other persons or entities as specifically included as beneficiaries herein.

1.3 Purpose of the Trust. The principal purpose of this Trust is to own and manage certain assets for the benefit of the Beneficiaries; to protect assets from potential liabilities of the beneficiaries; and to own assets in an environment free from estate and generation skipping transfer taxes.

CONFIDENTIAL



JS000311

II. DISPOSITION DURING LIFETIME OF GRANTOR AND GRANTOR'S SPOUSE

2.1 Discretionary Distributions. Until the death of the Grantor and the Grantor's spouse, the Investment Trustee shall pay over or apply the net income and principal of the Trust Estate to such extent, including the whole thereof, and in such amounts and proportions, including all to one to the exclusion of the others, and at such time or times as the Investment Trustee, in the exercise of his sole and absolute discretion, shall determine, to or for the benefit of the Beneficiaries; provided, however, that at least thirty (30) days prior to making any payment or application of income or principal to any beneficiary, the Investment Trustee shall advise the Trust Protector in writing of the Investment Trustee's intention to pay over or apply income or principal to a beneficiary and the Trust Protector may veto ("Veto") any such intended payment or application by directing the Investment Trustee in writing not to make the payment or application, and, if such Veto is exercised by Trust Protector, the Investment Trustee shall not make the intended payment or application. Any net income (which may be the whole of such income) not so paid over or applied shall be accumulated and added to the principal of the trust at least annually and thereafter shall be held, administered and distributed as a part thereof.

2.2 Distribution on Death of Grantor's Spouse; Grantor's Spouse's Testamentary Special Power of Appointment. As soon as is reasonably possible following the death of the Grantor's spouse, the Investment Trustee shall distribute the remainder of the Trust Estate as the Grantor's spouse shall appoint in the Grantor's spouse's will. To be effective, the Grantor's spouse's will must make specific reference to this testamentary special power of appointment by Trust name and Section number, and must be approved by the Trust Protector. The Grantor's spouse may exercise this power by requiring the Investment Trustee to distribute the remainder of the Trust Estate to or in trust for any person other than the Grantor's spouse's estate, the Grantor's spouse's creditors, or the creditors of the Grantor's spouse's estate. The Grantor's spouse may also create new powers of appointment. Under no circumstances shall the Grantor's spouse appoint the Trust Estate to the Grantor's spouse's estate, the Grantor's spouse's creditors or the creditors of the Grantor's spouse's estate. If Grantor's spouse fails to appoint the assets of the Trust, the Investment Trustee shall hold, administer, and distribute the assets of the Trust pursuant to the terms and conditions of Section 3.1. Grantor's spouse retains the right to disclaim and renounce the special power of appointment described in this Section 2.2 by delivery of an acknowledged written instrument to the Trustees stating that the power has been disclaimed and the effective date of the disclaimer.

III. DISTRIBUTION AFTER DEATH OF GRANTOR AND GRANTOR'S SPOUSE

3.1 Distribution After the Death of Grantor and Grantor's Spouse. As soon as reasonably possible after the death of the Grantor and the Grantor's spouse, the Investment Trustee shall divide the remaining property of the Trust Estate into equal shares (hereinafter referred to as "Subtrusts") to create one share for each of Grantor's then living children and one share collectively for the descendants of each of Grantor's then deceased children. The Investment Trustee shall divide the assets of the collective share for the descendants of each of

Grantor's then deceased children among such descendants by right of representation. The Subtrusts shall be held, administered and distributed as follows:

3.1.1 Subtrusts. The Investment Trustee shall administer and distribute the Subtrusts as follows:

(a) Living Beneficiaries. The Investment Trustee shall continue to hold the Subtrust created for each then living child as a separate trust for that child's life. Except as set forth in Section 3.4.2(a), the Investment Trustee, shall distribute part, all or none of the income and principal of the child's share to the child, or the child's spouse or descendants, for such purposes as the Investment Trustee shall determine in the Investment Trustee's sole discretion. Without in any way limiting the discretion of the Trustee as described above, the Grantor suggests that the Trustee consider the general recommendations and guidelines described in Section 3.2 below. Upon the child's death, the Investment Trustee shall distribute all the remaining assets of that child's share as that child appoints in the child's last will and testament. As to any Trust which is exempt from generation-skipping transfer taxes, the child may appoint assets in trust to his or her spouse, or to any of the descendants of Grantor, or the spouses of such descendants, as the child chooses other than the child's estate, the child's creditors and the creditor's of the child's estate. As to any Trust which is not exempt from generation-skipping transfer taxes, the child may appoint assets outright or in trust to any of the following: to his or her spouse, to any of the descendants of Grantor, to the spouses of the descendants of Grantor, to an organization described in Section 501(a) of the Internal Revenue Code, or to the child's estate, the child's creditors or the creditors of the child's estate, as the child chooses. In either case, the child may also create new powers of appointment. To be effective, the child's probated will must make specific reference to this power of appointment by Trust name and Section number.

If the child fails to appoint the assets of the child's share, the Investment Trustee shall divide the assets of the child's share among his or her descendants by right of representation and hold such assets in trust pursuant to the terms and conditions set forth in Section 3.1.1(b), or if no such descendants are then living, the Investment Trustee shall distribute the assets of the child's share among the descendants of the Grantor by right of representation and hold such assets in trust pursuant to the terms and conditions set forth in Section 3.1.1(b).

(b) Deceased Beneficiaries with Surviving Descendants. The Investment Trustee shall continue to hold the Subtrust created for a deceased beneficiary's child for the deceased Beneficiary's child as a separate trust for that child's life. Except as set forth in Section 3.4.2(a), the Investment Trustee, shall distribute part, all or none of the income and principal of the child's share to the child, or the child's spouse or descendants, for such purposes as the Investment Trustee shall determine in the Investment Trustee's sole discretion. Without in any way limiting the discretion of the Trustee as described above, the Grantor suggests that the Trustee consider the general recommendations and guidelines described in Section 3.2 below. Upon the child's death, the Investment Trustee shall distribute all the remaining assets of that child's share as that child appoints in the child's last will and testament. As to any Trust which is exempt from generation-skipping transfer taxes, the child may appoint assets in trust to his or her spouse, or to any of the descendants of Grantor, or the spouses of such descendants, as the child

chooses other than the child's estate, the child's creditors and the creditor's of the child's estate. As to any Trust which is not exempt from generation-skipping transfer taxes, the child may appoint assets outright or in trust to any of the following: to his or her spouse, to any of the descendants of Grantor, to the spouses of the descendants of Grantor, to an organization described in Section 501(a) of the Internal Revenue Code, or to the child's estate, the child's creditors or the creditors of the child's estate, as the child chooses. In either case, the child may also create new powers of appointment. To be effective, the child's probated will must make specific reference to this power of appointment by Trust name and Section number.

If the child fails to appoint the assets of the child's share, the Investment Trustee shall divide the assets of the child's share among his or her descendants by right of representation and hold such assets in trust pursuant to the terms and conditions set forth in this Section 3.1.1(b), or if no such descendants are then living, the Investment Trustee shall distribute the assets of the child's share among the descendants of the Grantor by right of representation and hold such assets in trust pursuant to the terms and conditions set forth in this Section 3.1.1(b).

3.1.2 Alternative Distribution. If all of the above distributions fail, then the Trustees shall distribute the property of this Trust one-half to those persons who would constitute heirs at law of the Grantor, in the proportions provided by the law of descent and distribution of the jurisdiction whose laws govern this Trust and one-half to those persons who would constitute heirs at law of the Grantor's spouse, in the proportions provided by the law of descent and distribution of the jurisdiction whose laws govern this Trust.

3.2 Advisory Standards. In determining whether to make discretionary distributions to a beneficiary, the Trustee should consider, but shall not be compelled or constrained by, the following suggestions:

3.2.1 General Considerations. Generally, the Trustee should consider (1) the age of the beneficiary, (2) the ability of the beneficiary to provide for his or her self, (3) any income the beneficiary may have from other sources known to the trustee, (4) the effect of any distribution on the beneficiary's and the trust's income and transfer tax liability, (5) the extent to which any distribution will enhance the beneficiary's prospects for becoming or remaining productive and self-sufficient and (6) any other factor the Trustee considers relevant. The Grantor specifically suggests that the trustees ensure that the assets of the trust are not used to encourage, reward or support lifestyles or behavior that are contradictory to the values of the Grantor. The Grantor also suggests that the trustees consider withholding information about the timing or amount of future distributions in order to encourage the beneficiaries to be hard working, responsible, and self-sufficient.

3.2.2 Specific Guidelines.

(a) When a separate trust is created for a child pursuant to Section 3.1 above, the Trustee's first priority should be the child for whom the share was created and the Trustee's secondary priority should be the child's descendants. The Grantor suggests that the Trustee take into consideration the wishes of a child as pertains to distributions to the child's descendants.

(b) The Trustee should consider making distributions from the Trust to pay for health insurance or any medical procedure, test or treatment, including, without limitation, surgery, organ transplants, psychiatric care, physical therapy, hospitalization, convalescent care and home care, as the Trustee considers appropriate to preserve and promote the beneficiary's physical, mental and emotional well-being.

(c) The Trustee should consider making distributions to or for the benefit of a beneficiary if necessary for the beneficiary's support and maintenance.

(d) The Trustee should consider making distributions to assist a beneficiary in pursuing technical, vocational, undergraduate or graduate education, including payments for tuition, books, computers, supplies, and any other assistance that would enable the child to receive the best education possible.

(e) The Trustee should consider making distributions to assist a beneficiary in serving a mission for the Church of Jesus Christ of Latter-day Saints.

(f) The Trustee should consider making distributions to a beneficiary for reasonable wedding expenses.

(g) The Trustee should consider making distributions to enable a beneficiary to make a down payment on a principal residence.

(h) The preservation of principal is not as important as accomplishment of the foregoing purposes.

3.3 Rights as to Certain Gifts

3.3.1 Right of Withdrawal. If at any time Grantor or a Donor transfers property to the Trust Estate accompanied by written notice to the Investment Trustee to the effect that such property or some specified amount thereof shall be subject to withdrawal under the provisions of this Section 3.3.1 by one or more of the then Beneficiaries hereunder, each such thus designated Beneficiary shall have the absolute right to withdraw from the principal of the Trust Estate that portion of the amount of such property, determined in the same manner as such amount would be determined for the Donor's federal gift tax purposes, which is specified as subject to withdrawal by such beneficiary in such notice. The withdrawal rights arising in connection with each transfer to the Trust shall lapse in accordance with Section 3.3.5.

3.3.2 Method of Exercise. Each such right of withdrawal shall be exercisable only by a written instrument executed by the beneficiary having such right and delivered to the Investment Trustee on or before the date specified in such instrument as the effective date of such withdrawal. If such beneficiary is then under any legal disability of any kind, execution of the instrument exercising his or her right of withdrawal may be by his or her legal guardian or conservator, or if no guardian or conservator has been appointed, by his or her natural guardian (other than Grantor).

3.3.3 Payment of Amounts Withdrawn. Distribution of amounts withdrawn pursuant to this Section 3.3 shall be made on the date specified as the effective date in the instrument of withdrawal.

3.3.4 Duty of Investment Trustee to Inform Beneficiaries of Withdrawal Rights. Each beneficiary designated as having a right of withdrawal with respect to any property transferred to the Trust Estate or, if such beneficiary is then under a legal disability, his or her legal guardian or, if there is none, his or her natural guardian shall be given reasonable notice by the Investment Trustee of such right of withdrawal and the conditions under which it may be exercised; provided, however, that the Investment Trustee shall only be required to give such notice if requested to do so by the Donor in the written notice described in Section 3.3.1 hereof at the time the Donor transfers property to the Trust.

3.3.5 Lapse. The withdrawal rights held by each beneficiary with respect to all transfers to the Trust shall lapse on December 31 of each calendar year as to the greater of Five Thousand Dollars (\$5,000) or five percent (5%) of the value of the Trust fund on such date, or the total amount to which each beneficiary has the right to withdraw from the Trust and which has not previously lapsed or been withdrawn, if less. If the effect of the preceding sentence would be to cause all or any part of a withdrawal right to lapse less than 60 days after notice is given concerning that withdrawal right, then such lapse shall be suspended until the end of such 60 day period, and the amount of such lapse shall be included in determining the limit on aggregate lapses as if such lapse occurred on the next following December 31. If Internal Revenue Code Sections 2041(b)(2) and 2514(e) or succeeding sections are amended to increase the amounts set forth in such sections, then the amounts set forth above shall be changed to be

the increased amounts. Upon the death of a beneficiary, any amounts to which a beneficiary, at the date of the beneficiary's death, held a withdrawal right which has not lapsed or been waived shall be paid by the Trustees to the estate of the deceased beneficiary.

3.4 Discretionary Powers of Trustee

3.4.1 Class Distributions. The discretionary power of the Investment Trustee to distribute income and principal among the members of any class shall include the power to make unequal distributions and the power to withhold all distributions of income or principal from one or more or all members of such class.

3.4.2 Limitations on Discretionary Powers.

(a) Ascertainable Standard. Notwithstanding any other provision of this instrument, if any person is both a Trustee and a beneficiary of any trust established hereunder, such person shall not participate in the exercise of the discretionary power of the Investment Trustee to distribute income and principal to himself or herself or to or for any person to whom that individual Trustee owes a legal obligation of support, in excess of that which is necessary for his or her health, support, education and maintenance. For the purpose of this limitation, distributions necessary for health shall include distribution to pay medical, dental, hospital, nursing and invalidism expenses, distributions necessary for education shall include distributions to pay the expenses of private schools and colleges and professional and post-graduate education, and the terms "support" and "maintenance" shall not be limited to the bare necessities of life but shall mean support and maintenance in reasonable comfort and in his or her accustomed manner of living. Any distributions in excess of that which is necessary for health, support, education and maintenance shall be made in the sole discretion of a Co-Trustee or successor Trustee and not the beneficiary-trustee. If a Co-Trustee or successor Trustee is not then serving, then a Co-Trustee or successor Trustee shall be appointed as provided in Article IV to serve for this limited purpose.

(b) Proscription Against Discharge of Support Obligation. If any Trustee of any trust hereunder has a legal obligation to support any beneficiary of such trust, such Trustee shall not exercise his discretionary power to distribute income and principal in such a way as to discharge such obligation of support.

(c) Insurance on Life of Trustee. If insurance on the life of any person shall become an asset of any trust hereunder, such person, if and while acting as a Trustee hereunder, shall have no power or authority to change beneficiaries or to obtain the cash or loan value of such insurance or to exercise any other right, privilege or incident of ownership with respect to such insurance. All incidents of ownership of such insurance shall be vested solely in the Trustee other than such person. If such person is the sole Trustee, then a Co-Trustee or Successor Trustee shall be appointed as provided in Article IV for the sole purpose of exercising all rights, privileges and incidents of ownership pertaining to such insurance.

(d) Remainder Interests. The provisions of this instrument which create remainder interests upon termination of preceding estates shall not limit or otherwise affect any discretionary power to distribute principal even though a discretionary distribution may have the effect of terminating the Trust through exhaustion of the Trust Estate.

(e) Discretion of Trustee. Discretionary powers are exercisable in the discretion of the Trustees and no beneficiary shall have any right or power to enforce or object to the reasonable exercise of such powers.

3.5 Grantor Trust. The Grantor intends for this Trust to be characterized as a grantor trust for income tax purposes until the time of the Grantor's death or the disclaimer by the Grantor of the powers that cause the Grantor to be treated as the owner of the trust pursuant to Sections 671 through 678 of the Internal Revenue Code. Therefore, Grantor retains the right, exercisable in a non-fiduciary capacity without approval or consent of any person acting in a fiduciary capacity, to acquire any property held in the trust by substituting property of equivalent value. The Grantor may temporarily or permanently disclaim Grantor's right to acquire assets in a writing, duly executed and acknowledged, and filed with the Trustees making specific reference to this Trust and specifically disclaiming the right to acquire assets.

IV. TRUSTEES

4.1 Investment Trustee

4.1.1 Appointment of Investment Trustee. Lauren M. Read shall serve as the initial Investment Trustee of this Trust. If Lauren M. Read should fail or cease to serve, then Catherine M. Swallow shall serve as the successor Investment Trustee. If all of the above should fail or cease to serve, then a successor Investment Trustee shall be appointed by the Trust Protector. In the event of the resignation of an Investment Trustee when there are more than one Investment Trustee serving, if no successor to such Trustee is designated under this Section 4.1, or if the designated successor is unable or unwilling to act, the other Investment Trustee or Trustees then in office shall act alone. Notwithstanding the above, after the death of both the Grantor and the Grantor's spouse, each of the descendants of the Grantor after reaching the age of 30 may become the sole Trustee of any trust established primarily for such child, upon his or her request therefore, unless such child is removed as a Trustee pursuant to Section 4.3.

4.1.2 Duties of the Investment Trustee. The Investment Trustee is granted the exclusive power to vote in person or by general or limited proxy with respect to any shares of stock or other security of any corporation held as part of the Trust, and to make all investment decisions regarding the assets of the trust estate including, but not limited to, the purchase retention or sale of any assets held in the trust estate. The Investment Trustee is also granted the exclusive power to pay over or apply or permit the use of the net income and/or principal or to accumulate the net income and/or principal thereof to such extent (including the whole thereof),

and in such amounts and proportions, and at such time or times as the Investment Trustee, in the exercise of sole and absolute discretion, shall determine to or for the benefit or use of such one or more of the Beneficiaries as the Investment Trustee shall select, subject to the guidelines set forth herein.

4.2 Qualified Person Trustee. Michael Cahill shall serve as the Qualified Person Trustee as defined in Section 4.2.1 below. Unless otherwise indicated in this Trust, the Qualified Person Trustee shall only have the rights and responsibilities as defined in this Section 4.2. If the Qualified Person Trustee should fail or cease to serve as such, then a successor shall be appointed by the Grantor. However, under no circumstances shall the Grantor be appointed as Qualified Person Trustee, or appoint any party who is related or subordinate to the Grantor (as such terms are defined in Section 672 of the Internal Revenue Code, or any succeeding provision thereto of the same or similar import) as the Qualified Person Trustee. If, for whatever reason, Grantor cannot appoint a successor Qualified Person Trustee, then a Qualified Person Trustee shall be appointed by the then serving Trust Protector.

4.2.1 Definition. The Qualified Person Trustee shall at all times that the Trust has its situs in the State of Nevada satisfy the requirements for a trustee set forth in NRS 166.015(2) (or successor statutes). If the Trustee determines to move the situs of a trust hereunder to another jurisdiction in accordance with Section 5.4.8, then the Qualified Person Trustee shall be a person domiciled in the jurisdiction of the then situs of the Trust who shall meet the requirements of the laws of the jurisdiction of the then situs of the Trust in order to qualify the Trust to be sited in that jurisdiction.

4.2.2 Duties of the Qualified Person Trustee. As long as the Trust is sited in the State of Nevada, the duties and responsibilities of the Qualified Person Trustee shall include those duties and responsibilities set forth in NRS Section 166.015(1)(d), or otherwise, in order for the Trust to be sited in Nevada. If the situs of the Trust is changed to a jurisdiction other than Nevada, the duties and responsibilities of the Qualified Person Trustee shall be those duties and responsibilities as required by the laws of the jurisdiction of situs of the Trust necessary in order for the Trust to be sited in that jurisdiction.

4.2.3 Investment Management Responsibilities - Indemnification of Qualified Person Trustee.

(a) General Provisions. As long as the Trust is sited in the State of Nevada and except as set forth in Section 4.2.3(b), the Qualified Person Trustee shall not be responsible for nor have the right to vote regarding the investment management responsibilities of the Trust, which responsibilities shall be exercised by the Investment Trustee and the Qualified Person Trustee shall be and is exonerated from and held harmless and indemnified from any investment responsibility, liability or duty. Furthermore, the Qualified Person Trustee shall not have authority to sign for the trust except as necessary to carry out his duties as set forth in Section 4.2.2, which includes the duty and authority to sign tax returns for the Trust.

(b) Nevada Trust Assets. Assets which are deposited in the State of Nevada shall be administered as defined in Section 5.3.2 by the Qualified Person Trustee. The Investment Trustee shall designate those assets which are to be deposited in the State of Nevada for purposes of this Section 4.2.3(b).

4.3 Trust Protector. The initial Trust Protector shall be Lee S. McCullough, III. If the current Trust Protector shall at any time cease or fail to serve, then the Grantor shall have the right to appoint a successor Trust Protector, or if the Grantor is deceased or unable to appoint a successor, then the Grantor's spouse shall have the right to appoint a successor Trust Protector. After the death or incapacity of the Grantor, the Trust Protector may appoint one or more successor Trust Protectors to take office upon his or her death, resignation or incapacity. If no such appointment of a successor is made by the Trust Protector, then a successor Trust Protector shall be elected by the majority vote of the descendants of Grantor who are over the age of 21, voting according to a by right of representation distributive pattern. Notwithstanding, neither the Grantor, the descendants of Grantor, the initial Investment Trustee, nor a serving Investment Trustee or Qualified Person Trustee may serve as a Trust Protector. In the sole discretion of the Trust Protector, the Trust Protector may remove and replace the Investment Trustee or the Qualified Person Trustee, notwithstanding the succession indicated in Sections 4.1 and 4.2, except that the Trust Protector cannot appoint himself, or any entity controlled by him, to serve as a Trustee. If the Trust Protector does not appoint a successor Trustee for any Trustee that has been removed, a new Trustee shall then be appointed pursuant to the provisions of this Article IV. The Trust Protector shall at all times have a special power of appointment to appoint the assets of the trust to or for the benefit of any person other than the Trust Protector, the Trust Protector's estate, the Trust Protector's creditors, or the creditors of the Trust Protector's estate. The Trust Protector may also create additional powers of appointment. The Trust Protector shall have the right to disclaim and renounce the special power of appointment described in this Section by delivery of an acknowledged written instrument to the Trustees stating that the power has been disclaimed and the effective date of the disclaimer. In the sole discretion of the Trust Protector, the Trust Protector may recommend the termination of this Trust or any trust created herein at any time. If the Trustees and the Grantor (if living) concur with the recommendation of the Trust Protector that a trust should be terminated, then the trust shall be terminated and the assets of the trust shall be distributed pursuant to Section 5.1. Due to the Grantor's expectation that the Trust will continue for a long period of time, the uncertainty of the current tax laws, the likelihood that the applicable tax laws and other laws will change over time, and the possibility of other unforeseen circumstances which may affect the ability of the Trustee to carry out the intentions of the Grantor in creating the Trust, it is the Grantor's desire that the Trust Protector have power to amend the Trust to comply with applicable laws, to adapt to changes in the laws, to correct any scrivener's errors, and to otherwise carry out the intentions of the Grantor in creating the Trust. Therefore, the Trust Protector shall have the power to amend this Trust Agreement for the purposes described above by filing with the Trustee a written amendment, duly executed and acknowledged by the Trust Protector. Notwithstanding the above, the Trust Protector's power to amend the Trust shall not include any power to modify the quality, value or timing of any of the original powers, beneficial interests, rights or expectancies under the Trust.

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During the lifetime of the Grantor and the Grantor's spouse, the Trust Protector (who qualifies as a nonadverse party within the meaning of Section 672(b) of the Internal Revenue Code), shall have the right, without the approval or consent of any adverse party, to add beneficiaries to the Trust from among those organizations which are recognized as tax exempt under Section 501(a) of the Internal Revenue Code. The Trust Protector may disclaim the right to add beneficiaries to the Trust, in a writing, duly executed and acknowledged, and filed with the Trustee making specific reference to the Trust and specifically disclaiming the right to add beneficiaries, and such disclaimer shall be binding upon all successor Trustees.

Grantor is not imposing any fiduciary responsibility on the Trust Protector to monitor the acts of the Trustees. The Trust Protector shall not be liable for failing to remove any Trustee even if such Trustee may be guilty of a gross violation of his or her fiduciary duties hereunder. The Trust Protector shall have no liability to the Trust, the Grantor, the Trustees, the beneficiaries nor any other person for the exercise of his discretion hereunder. The Grantor and Trustees acknowledge that the exercise of the Trust Protector's discretion may have unanticipated adverse effects and the Grantor and the Trust shall indemnify and hold the Trust Protector harmless from any liability therefrom.

4.4 Power to Resign. Any Trustee (whether an Investment Trustee or Qualified Person Trustee), or Trust Protector, of any trust created by this instrument may resign from office at any time by giving notice in writing and delivered in person to or mailed to the last known address of any remaining Trustees, and to the Grantor, or if the Grantor is deceased, to the heirs of Grantor under a by right of representation distributive pattern, such resignation to be effective on the date specified in such notice. Notice shall be effectively given in the case of a beneficiary who is a minor or is under other legal disability if given to the parent, guardian or other person or institution having custody of such beneficiary.

4.5 Voting. When more than one Investment Trustee is serving, a majority of the Investment Trustees entitled to vote, whether individual or corporate, shall have the power to make any decision, undertake any action, or execute any document affecting the Trust. In the event of a difference of opinion among the Investment Trustees entitled to vote, the decision of the majority of them shall prevail, but the dissenting Investment Trustee shall not be responsible for any action taken by the majority pursuant to their decision. If only two (2) Investment Trustees entitled to vote are in office, they must act unanimously.

4.6 Liability of Trustees. The Investment Trustee, Qualified Person Trustee and Trust Protector shall not incur any liability and shall be fully indemnified by the Trust Estate for all damages, costs and expenses (including the legal fees and expenses incurred in defending against such matters) by reason of any error of judgement, mistake of law, or action of any kind taken or omitted to be taken in connection with the his or her duties under this Trust Agreement, except for any matter involving willful misconduct or fraud proved by clear and convincing evidence. The Investment Trustee shall pay reasonable retainers to the Trustees or Trust Protector in advance of expected fees or expenses as described above in order to ensure that such fees or expenses are not a burden to the Trustees or Trust Protector.

V. GENERAL TRUST PROVISIONS

5.1 Perpetuity Savings Clause. Neither this Trust, any trust created by this Trust nor any trust created pursuant to the exercise of a special power of appointment granted pursuant to this Trust, shall continue beyond the period set forth by the Rule against Perpetuities as applied under the laws of the state having jurisdiction of the trust in question. Upon the expiration of the Rule against Perpetuities period, the Trustee of the Trust, the trustee of any trust created by this Trust and the trustee of any trust created pursuant to the exercise of a special power of appointment granted pursuant to this Trust, shall terminate the trust and shall distribute the assets of the trust to the beneficiaries of the trust who are then permissible distributees of the trust in accordance with their relative interests in the trust. If the permissible distributees' relative interests are uncertain, the trustee shall distribute the property of the trust to the permissible distributees as the trustee deems to be consistent with the Grantor's intent as set forth in this Trust Agreement. In the event the trustee is uncertain as to the Grantor's intent, the trustee may seek instructions from a court having jurisdiction over the administration of the trust. If under the law of such jurisdiction the longest period that property may be held in trust may be determined (or alternatively determined) with reference to the death of the last survivor of a group of individuals in being upon the date of this Agreement, those individuals shall consist of all the descendants of the Grantor and the Grantor's spouse who were in being on the commencement of the applicable period of rule against perpetuities date of this Agreement.

5.2 Spendthrift Clause. The interest of a beneficiary (including the Grantor) of any trust hereunder may not be either voluntarily or involuntarily transferred before the payment or delivery of the interest to the beneficiary by the Trustee, within the meaning of NRS 166.020 and 166.120. No beneficial interest in any trust created hereunder, whether in income or in principal, shall be subject to anticipation, assignment, pledge, sale or transfer in any manner, and no beneficiary of any such trust or other person interested therein shall have the power to anticipate, encumber or charge his or her interest therein, and no trust estate created hereunder shall be liable for or subject to the debts, contracts, obligations, liabilities or torts of any beneficiary of any such trust or other person interested therein; provided, however, that nothing contained herein shall be construed as preventing any beneficiary from making a qualified disclaimer within the meaning of Section 2518 of the Code with respect to interests herein.

5.3 Administration of Trusts

5.3.1 Administration of Trust Estate.

(a) Investment Trustee's Right to Disclaim Assets. The Investment Trustee is granted the absolute unfettered right to accept or reject any property which would otherwise be distributed to this Trust, including but not limited to the right to disclaim any interest in any assets which might otherwise be distributed to this Trust from any trusts established by Grantor. The Grantor realizes that many different factors may come into play upon Grantor's death, including but not limited to the potential payment of estate taxes, gift taxes,

and/or income taxes, and therefore grants the Investment Trustee, who may take into account factors outside of this Trust, broad discretion with respect to whether or not to reject gifts or disclaim assets. The Investment Trustee shall be held harmless for any determination with respect to whether or not to accept, reject, or disclaim property, even if such a determination would have a potentially adverse affect on the Beneficiaries of this Trust.

(b) Trustees to Pay Expenses from Trust Property. The Trustees shall, according to the authority granted to each pursuant to Sections 4.1 and 4.2, invest and reinvest the Trust Estate, collect the income therefrom and may apply such income to the payment of Trust expenses, including insurance premiums or other charges on any insurance policies that comprise part of the Trust Estate, the acquisition of any interest in real property, and the maintenance and operation of such property, whether directly or through any intermediary, including but not limited to a limited partnership or limited liability company, or to acquire and own interests in business entities as an investment.

(c) Income Insufficient. If at any time the net income of the Trust Estate is insufficient to pay the expenses, premiums, or other charges with respect to the Trust Estate, including expenses, premiums or other charges on policies of insurance held by the Trust, the Investment Trustee shall notify the Grantor and Grantor's spouse and descendants by right of representation of such insufficiency. Grantor and/or one or more of the Beneficiaries may furnish the necessary funds for the payment of the expenses or premiums or other charges but neither the Grantor nor a Beneficiary shall not be obligated to do so. Any funds furnished as the result of such notice shall be applied by the Trustees to the payment of expenses, premiums or other charges, and the excess, if any, of such funds shall be added to the principal of the Trust Estate. The contribution shall be subject to the withdrawal rights hereinafter set forth to the extent so specified by the contributor. The amount of any payment made directly to an insurance company by any party other than the Trustees of all or any part of a premium on a life insurance policy owned by the Trust on Grantor's life shall be considered a transfer to the Trust as of the date of the premium payment to the extent that the payment is deemed to be a gift from the Grantor to the Beneficiaries for federal gift tax purposes. Any such indirect transfer shall create withdrawal rights pursuant to Section 3.3 in an amount equal to the value of the deemed gift.

(d) Discretion of Trustee to Pay Premiums. If at any time the net income of the Trust Estate and the funds furnished by Grantor are insufficient to pay the premiums or other charges on policies of insurance that compose part of the Trust Estate, the Trustees may, in their discretion, pay the premiums or other charges, or any of them, and the Trustees may obtain the necessary funds therefor by selling at public or private sale, without notice to Grantor or any Beneficiary of the trust or any other person, a sufficient portion of the principal of the Trust; by borrowing on the security of the principal of the Trust or any part thereof or on any of the insurance policies; by applying the dividends on any of the policies; or by surrendering any of the policies for their cash surrender values. The Investment Trustee may also, in the Investment Trustee's discretion, convert any policy on which premiums have not been paid due to insufficient funds into a paid-up policy pursuant to the terms of such policy.

(e) Transfer of Existing Policies. When a policy is transferred by the Grantor or any other person to the Trustees, the Trustees shall have no duty or responsibility whatsoever to evaluate any life insurance policy held hereunder, nor to evaluate the financial condition of the underwriter of any such policy, it being the Grantor's intent that the Trustees shall be held harmless from any loss or liability resulting from the failure of any insurance underwriter to perform its obligations under a life insurance policy or other such contract, or for its investment performance or any other action or inaction by any insurance underwriter.

(f) Collection of Insurance Proceeds. The Trustees shall make reasonable efforts to collect the proceeds of all insurance policies which become payable to the Trustees pursuant to this Agreement. The Trustees shall have full authority to take any action they deem best in regard to collection and to pay the expense thereof, including the expense of any litigation, out of the principal of the Trust Estate. The Trustees shall have full authority to make any compromise or settlement with respect to the policies which they may deem advisable, and to give all necessary and proper releases of liabilities. The Trustees, however, shall not be obligated to incur any expense in making collection of the proceeds of any policy unless indemnified by the beneficiaries hereof. The proceeds of the insurance policies shall be added to and become a part of the Trust Estate and shall be held, administered, managed and distributed as hereinafter set forth.

5.3.2 Administration of Trusts in Nevada. It is the Grantor's intention that the trusts created under this Agreement be trusts described in Nevada Revised Statutes ("NRS") 166.015, 166.020. Accordingly, unless the Trustee determines to move the situs of a trust hereunder to another jurisdiction in accordance with Section 5.4.8, the Grantor directs that at all times the Qualified Person Trustee of this Trust or any trust created hereunder shall satisfy the requirements for a Trustee found in Nevada Revised Statutes ("NRS") 166.015, 166.020. (or successor statutes).

5.3.3 Administration of Trusts outside of Nevada. Pursuant to Section 5.4.8, the Investment Trustee may change the situs of the Trust to a jurisdiction other than Nevada which still enables the Trust to operate according to the terms and conditions described herein. The Investment Trustee shall take whatever steps are necessary to ensure compliance with the laws and regulations of such new jurisdiction.

5.3.4 Court Supervision. It is Grantor's intention that all trusts provided for by this instrument be administered free from the active supervision of the court having jurisdiction over such trusts. This provision shall not limit the power of the Trustees to take action for the judicial settlement of its accounts or the power of any beneficiary to bring suit for an accounting.

5.3.5 Administrative Powers and Duties. In addition to the powers enumerated in the Nevada Statutes, the Trustees are authorized, without prior authorization or approval of any court, to do everything they shall consider advisable in the management of each trust created

by this instrument, even though it would not otherwise be authorized for a trustee under any statute or rule of law, without impairing its plenary nature, the following powers.

(a) Occupancy of Real Property. To permit any person having any interest in any trust to occupy any real property forming a part of such trust upon such terms as the Trustee shall consider proper, whether rent free or in consideration of the payment of taxes, insurance, maintenance and ordinary repairs, or otherwise.

(b) Environmental Power. To use and expend trust property to (i) conduct environmental assessments, audits or site monitoring; (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, discharge or contamination; (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state, or federal agency concerned with environmental compliance or a private litigant; (iv) comply with any local, state, or federal agency order or court order directing an assessment, abatement or clean-up of any environmental hazard; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions; and no Trustee shall be liable for any loss or depreciation in value sustained by the trust as a result of the Trustee retaining any property on which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state, or local environmental law, unless the Trustee contributed to that loss or depreciation in value through willful default or misconduct or gross negligence.

(c) Settlement of Claims. To settle, compromise or abandon debts or claims due to or made against it, if in its judgment it is in the best interests of the trust beneficiaries to do so.

(d) Income and Principal. To add accumulations of income at such times as it shall determine to the principal of the trust from which such income was derived or to hold such income as undistributed income, or to add such income in part to principal and to hold it in part as undistributed income.

(e) Retention of Assets. To retain for such period as it shall deem proper, without liability for loss or diminution in value, any property held in the Trust Estate.

(f) Investments. To acquire by gift, purchase, lease or otherwise, and to retain, temporarily or permanently, all kinds of real and personal property, wherever located, including common stocks, unsecured obligations, interest in common trust funds and in investment trusts or companies, life insurance policies and annuities, and interests of all kinds in real estate, mineral and oil and gas properties, partnerships, limited liability companies, ventures and syndicates, all without diversification as to kind or amount and without obligation to pay interest on reasonable balances held in cash.

(g) Sale and Disposition. To sell, lease, exchange, mortgage, encumber or otherwise dispose of any property forming part of any Trust Estate, making sales publicly or privately and wholly or partly on credit.

(h) Dealing with Assets. To hold property belonging to any trust in the names of nominees or in Trustee's names, with or without designation of Trustee capacity.

(i) Employ Agents. To employ such agents, consultants, and advisers as the Trustees may deem appropriate, including investment counsel, custodians of securities, accountants and attorneys, to remunerate them and pay their expenses.

(j) Delegation of Trustee's Powers. Pursuant to law, to delegate to any one or more Trustees the exercise of any or all powers, discretionary or otherwise, and to revoke any such delegation. The delegation of any such powers and the revocation of any such delegation shall be evidenced by an instrument in writing, signed by each of the Trustees making such delegation and delivered to the Trustees to whom such powers have been delegated, who shall sign such instrument to acknowledge their acceptance of the delegation. So long as any such delegation is in effect, any of the powers delegated may be exercised and any action may be taken by the Trustees to whom such powers have been delegated with the same force and effect as if the Trustees delegating such powers had personally joined in the exercise of such powers and the taking of such action, and the delegating Trustees shall not be liable for any action so taken.

(k) Business Powers. To engage in any business; to become members of any partnership or venture of any kind; to form corporations and transfer property to them, and serve as officers or directors thereof and accept salaries therefrom; and to vote securities and consent to voting trusts, exchanges, mergers, dissolutions and reorganizations of all kinds.

(l) Real Estate. To lease all real property and all tangible personal property used in connection therewith for such periods, including periods extending beyond the duration of any trust, to such tenants and upon such terms as the Trustees shall deem proper, and to execute and deliver leases containing such covenants as may be desirable to effect any such leasing; to partition or divide in such manner as it shall deem proper any real property owned jointly or in common with others; to construct buildings and improvements of every kind and to carry on alterations and remodeling; to employ and pay real estate brokers and managing agents; to settle and determine any disputed real property boundaries; and otherwise to deal with real property in any manner customary in the real estate business.

(m) Dealing with the Grantor's Personal Representatives. After a Grantor's death, to lend money to the personal representative of the Grantor or to the trustee of any trust established by the Grantor, and to purchase property of any character from such personal representative or Trustee, at such prices, and upon such terms as the Trustees in their discretion shall deem to be fair and reasonable, and to retain such property so long as it may deem advisable.

(n) Division of Trust for Generation Skipping Tax Purposes. Whenever (i) this Trust Agreement provides for the creation of a trust, (ii) part or all of the Donor's generation skipping tax exemption will be allocated to that trust, and (iii) that trust will not have

a generation-skipping inclusion ratio of zero, the Trustees shall instead establish two separate trusts so that each separate trust has a generation-skipping inclusion ratio of either zero (the Exempt Trust) or one (the Nonexempt Sub-Trust). The Trustees shall allocate to the Nonexempt Sub-Trust the minimum amount of property necessary to establish that trust with an inclusion ratio of one, while leaving the Exempt Trust with an inclusion ratio of zero. The Nonexempt Sub-Trust shall be operated as a separate sub-trust of the Trust pursuant to the same terms and conditions of this Trust Agreement, except that the Investment Trustee shall first expend the assets of the Nonexempt Sub-Trust to fulfill the purposes of this Trust.

(o) "Prudent Person" Rule may be Waived in Sole Discretion of Trustees. In addition to the investment powers conferred above, the Investment Trustee is authorized (but not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would be forbidden or would be regarded as imprudent, improper or unlawful by the "prudent person" rule, "prudent investor" rule, or any other rule or law which restricts a fiduciary's capacity to invest. The Trustee, in the exercise of sole and absolute discretion, may invest in any type of property, wherever located, including any type of security or option, improved or unimproved real property, and tangible or intangible personal property and in any manner, including direct purchase, joint ventures, partnerships, limited partnerships, limited liability companies, corporations, mutual funds, business trusts or any other

form of participation or ownership whatsoever. In making investments, the Trustee may disregard any or all of the following factors:

(1) Whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal.

(2) Whether the acquisition or retention of a particular investment or the trust investments collectively are consistent with any duty of impartiality as to the different beneficiaries. The Grantor intends that no such duty shall exist.

(3) Whether the trust is diversified. The Grantor intends that no duty to diversify shall exist.

(4) Whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts. The entire trust may be so invested. The Grantor intends the Trustee to have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy.

The Grantor's purpose in granting the foregoing authority is to modify the "prudent person" rule, "prudent investor" rule, or any other rule or law which restricts a fiduciary's ability to invest insofar as any such rule or law would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. The Grantor does this because the Grantor believes it is in the best interests of the Beneficiaries of the trusts created hereunder to give the Trustee broad discretion in managing the assets of the trusts created hereunder.

(p) Trustee Acts In Fiduciary Capacity. Every act done, power exercised or obligation assumed by a Trustee pursuant to the provisions of this Agreement shall be held to be done, exercised or assumed, as the case may be, by the Trustee acting in a fiduciary capacity and not otherwise, and every person, firm corporation or other entity contracting or otherwise dealing with the Trustee shall look only to the funds and property of the trust estate for payment under such contract or payment of any money that may become due or payable under any obligation arising under this Agreement, in whole or in part, and the Trustee shall not be individually liable therefor even though the Trustee did not exempt himself, herself or itself from individual liability when entering into any contract, obligation or transaction in connection with or growing out of the trust estate. The Trustee shall be fully indemnified by the trust estate against any claim or demand by any trust beneficiary or trust creditor, except for any claim or demand based on such Trustee's own willful misconduct, willful default or gross negligence proved by clear and convincing evidence.

(q) Common Expenses. The Trustee may allocate common distributions and expenses among the separate trusts created hereby as the Trustee determines in its sole and absolute discretion. The Trustee may set aside a portion of the Trust Estate in a reserve account to cover common distributions and expenses or the Trustee may allocate common distributions and expenses among the separate trusts from time to time. Without limiting the discretion of the Trustee, the Grantor suggests that common expenses include general trust administration, compensation of trustees and other agents of the trust, payments to guardians, distributions for necessary health and medical expenses, or any other distributions or expenses that the Trustee determines appropriate to be charged against the aggregate Trust Estate as opposed to any separate trust.

(r) Borrowing. The Trustee shall have power to borrow money from any person or entity on behalf of the Trust and to secure any loan to the Trust or to any beneficiary by encumbrance on any property owned by the Trust.

5.3.6 Incorporation by Reference. For purposes of the administration of any trust hereunder in any jurisdiction other than Nevada, the Nevada statutes relating to Trustee's powers as they exist on the date of the execution of this instrument are incorporated herein by reference and shall be effective as fully as if it were set out at length in this instrument, and the Trustees shall have, in addition to the powers expressly granted in this instrument, all of the powers conferred or provided for by said provisions to the extent that such powers are consistent with the powers expressly granted in this instrument.

5.3.7 Release of Powers. Every administrative power created by this instrument is releasable in whole or in part, temporarily or irrevocably. Any such release may be accomplished by an instrument in writing filed with the Trustees or by any other method allowed by law.

5.3.8 Reports. Periodic reports shall be rendered by the Trustees to each beneficiary eligible to receive the current income, showing the assets then held as the principal of the trust and all of the receipts, disbursements and distributions during the period. Such reports shall be rendered not less frequently than annually. Reports to any beneficiary who is under a legal disability may be rendered directly to such beneficiary or to any parent, guardian, committee, conservator, or other personal representative of such beneficiary, or to any adult person with whom such beneficiary resides. The records of the Trustees with respect to a trust shall be open at all reasonable times to the inspection of the beneficiaries of such trust and their accredited representatives.

5.3.9 Compensation. Any Trustee under this instrument shall be entitled to compensation commensurate with the services actually performed and to reimbursement for expenses properly incurred, except that the Corporate Trustee shall be entitled to receive commissions or other compensation for its services as a Trustee in accordance with the schedule of rates, including applicable minimum fees and adjustments to conform to statutory rate changes, which the Corporate Trustee publishes and which shall be in effect from time to time or as specified in a separate letter agreement.

5.3.10 Discretion not to inform or account to discretionary beneficiaries. During the shorter of the Grantor's lifetime or judicial determination of the incapacity of the Grantor, the Trustee shall not be required to inform any beneficiary (other than the Grantor) who is not entitled to a mandatory distribution of income or principal from the trust on an annual or more frequent basis (i) of the trust; (ii) a court in which the trust may be registered; or (iii) the Trustee's name and address. In addition, during the shorter of the Grantor's lifetime or judicial determination of the incapacity of the Grantor, the Trustees shall not be required to provide any beneficiary (other than the Grantor) who is not entitled to a mandatory distribution of income or principal from the trust on an annual or more frequent basis with a copy of the terms of the trust and shall not be required to provide a statement of accounts of the trust. The Trustee and the Trustee's officer, agents, and employees, if any, shall be indemnified out of and held harmless by the trust estate from any and all liability to any beneficiary for any loss of any kind that may result by reason of any action or non-action taken by the Trustee and the Trustee's officers, agents, and employees in accordance with the directions in this Section 5.3.10.

5.4 Constructional Rules

5.4.1 Spouse. A person's spouse, including the Grantor's spouse, shall include any person legally married to the person, regardless of their marital status at the time this Trust was created. A spouse shall also include any person who was legally married to the person at the time of the person's death. Any person who later becomes divorced from the Grantor or any beneficiary of this Trust shall no longer be included as a spouse for any purpose of this Trust.

5.4.2 Descendants. The "descendants" of a person means all lineal descendants of the person, with the relationship of parent and child at each generation being determined by the definitions of those terms applicable for purposes of intestate succession under Utah law.

However, an adopted person shall be considered a lineal descendant of the person only if the adopted person has been adopted while under the age of 18.

5.4.3 Order of Death. If any grandchild of the Grantor dies simultaneously with the death of one of his parents who was Grantor's child or under such circumstances that there is not, in the judgment of the Trustee, whose decision shall be conclusive, sufficient evidence to determine which of such persons survived the other, such grandchild shall be deemed to have survived such child for purposes of Section 3.1 of this instrument.

5.4.4 Court Decrees. All decrees of adoption of persons under the age of 18 years and all decrees of divorce at any time rendered by courts of record shall be considered valid for all purposes of this instrument.

5.4.5 Child in Gestation. A child in gestation who is later born alive shall be considered as a living child throughout the period of gestation.

5.4.6 Trustee. Unless a contrary meaning or reference shall be expressly indicated or clearly implied from the context, the word "Trustee" and the pronoun "it" used in reference to Trustee always refer interchangeably to the male or female person or persons or to the institution or any combination of them then acting as the Trustee of any trust established hereunder. The term "Trustee," unless otherwise indicated in this Trust, shall refer to the Investment Trustee and the Qualified Person Trustee collectively.

5.4.7 Governing Law. The validity, construction and effect of the provisions of this Agreement in all respects shall be governed and regulated according to and by the laws of the State of Nevada. The administration of each Trust shall be governed by the laws of the jurisdiction in which the Trust is being administered.

5.4.8 Situs. The original situs of the trusts created hereunder shall be Nevada. The situs of any trust created hereunder may be maintained in any jurisdiction (including outside the United States), as the Investment Trustee, in the exercise of the Investment Trustee's sole and absolute discretion, may determine, and thereafter transferred at any time or times to any jurisdiction selected by the Investment Trustee. Upon any such transfer of situs, the trust estate may thereafter, at the election of the Investment Trustee of said trust, be administered exclusively under the laws of (and subject, as required, to the exclusive supervision of the courts of) the jurisdiction to which it has been transferred. Accordingly, if the Trustees of any trust created hereunder elect to change the situs of any such trust, the Trustees of said trust are hereby relieved of any requirement of having to qualify in any other jurisdiction and of any requirement of having to account in any court of such other jurisdiction.

5.4.9 Other Principles of Construction. Words in any gender shall be deemed to include the other genders; the singular shall be deemed to include the plural and vice versa; the words "pay" and "distribute" shall also mean assign and convey; and the headings and underlined paragraph titles are for guidance only and shall have no significance in the interpretation of this instrument.

5.4.10 Right of Representation. Whenever property is directed to be distributed By Right of Representation, the property shall be divided into as many equal shares as there are:

- (1) surviving children of the designated ancestor; and
- (2) deceased children who left surviving descendants.

Each surviving child, if any, is allocated one share. The share of each deceased child with surviving descendants is divided in the same manner, with subdivision repeating at each succeeding generation until the property is fully allocated among surviving descendants.

An individual who is deceased and left no surviving descendant is disregarded, and an individual who leaves a surviving ancestor who is a descendant of the designated ancestor is not entitled to a share.

5.5 Binding Effect. This instrument shall bind the respective heirs, personal representatives, successors and assigns of the Grantor and the Trustees.

5.6 Forfeiture. If any person, in any manner, contests or disputes the validity or effect of any provision of this trust, or makes a claim to assets of the trust estate contrary to the provisions of this trust, or attempts to force a distribution that is subject to the trustee's discretion, or makes a claim against a trustee without probable cause, such beneficiary and all of his or her descendants shall be deemed to have predeceased me for all purposes of this trust.

5.7 Trust Irrevocable. The Trust hereby established is irrevocable. Grantor reserves no power whatsoever to alter or amend any of the terms or provisions hereof.

* * *

IN WITNESS WHEREOF, the parties have executed this instrument on the dates set forth below.

GRANTOR:

John E. Swallow
John E. Swallow

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

On September 15th, 2009, personally appeared before me John E. Swallow, Grantor, whose identity is known to me or proven on the basis of satisfactory evidence to be the person whose name is subscribed to The Super Seven Trust, and acknowledged to me that he executed the same.

DCJ

Notary Public



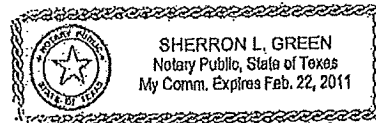
INVESTMENT TRUSTEE:

Lauren M. Read
Lauren M. Read

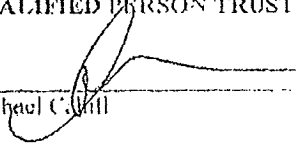
STATE OF TX)
COUNTY OF Harris) ss.

On October 10, 2009, personally appeared before me Lauren M. Read, Investment Trustee, whose identity is known to me or proven on the basis of satisfactory evidence to be the person whose name is subscribed to The Super Seven Trust, and acknowledged to me that he executed the same.

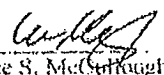
Sherron L. Green
Notary Public



QUALIFIED PERSON TRUSTEE:

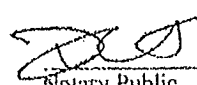

Michael C. Hill

TRUST PROTECTOR:


Lee S. McCullough, III

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On September 15th 2009, personally appeared before me Lee S. McCullough, III, a Trust Protector, whose identity is known to me or proven on the basis of satisfactory evidence to be the person whose name is subscribed to The Super Seven Trust and acknowledged to me that he executed the same.


Notary Public



CONFIDENTIAL

JS000334

AFFIDAVIT OF SOLVENCY

The undersigned, John E. Swallow, makes oath and swears as follows:

1. That I am a Grantor of The Super Seven Trust, dated September 15th, 2009, and I may make transfers of property thereto in addition to my initial contribution.
2. No particular event or transaction has occurred which I expect will develop into a controversy or problem with any creditor in the future.
3. There are no pending or threatened claims or lawsuits against me, and I am not a named Defendant in any lawsuits [except that named in the attached Schedule A] or involved in any administrative proceedings [except that named in the attached Schedule A] as of this date.
4. Following my transfers to the Trust, I will remain solvent and able to pay my reasonably anticipated debts as they become due, with due consideration to be given to the extent to which I have otherwise provided for the payment of any such debts.
5. The gifts I make to The Super Seven Trust will represent less than one-half (1/2) of my net worth.
6. I am not engaged in or about to become engaged in a business or transaction for which my remaining assets will be unreasonable in relation to the business or transaction.
7. I do not intend to incur or reasonably believe that I will incur debts beyond my ability to pay as they become due, and I do not have the actual intent to hinder, delay or defraud any creditor.
8. I do not contemplate filing for relief under the provisions of the US Bankruptcy Code, nor am I involved in any situation that I reasonably anticipate would cause me to file for relief under any Chapter of the US Bankruptcy Code in the future.
9. I have read and understand the description of the Money Laundering Control Act, attached as Schedule B and confirm and represent that none of the assets which I may transfer was derived from any of the activities specified in such Act, and that none of the items of "financial misconduct" are applicable to me.

10. I am not in default by more than (30) days on child support payments.

Sworn to and affirmed under penalties of perjury

John E. Swallow
John E. Swallow, Grantor

Subscribed and sworn to before me by the said John E. Swallow this 15th day of
September, 2009.

DJ
Notary Public



-2-

CONFIDENTIAL

JS000336

The Money Laundering Control Act

The Money Laundering Control Act ("the Act") makes it criminal for anyone to conduct or attempt to conduct certain financial activities which involve the proceeds of unlawful activities. As the transfer of assets into a limited partnership, trust, or other entity may constitute a financial activity within the scope of the Act, it is necessary, that you swear under oath that none of the assets intended to be transferred into such entities was derived from any of the criminal activities specified in the Act.

The specified unlawful activities under the Act consist primarily of drug trafficking offenses, financial misconduct, and environmental crimes. Drug trafficking offenses include the manufacture, importation, sale, or distribution of controlled substances; the commission of acts constituting a continuing criminal enterprise; the illegal procurement of precursor; and transportation of drug paraphernalia.

Covered financial misconduct includes the concealment of assets from a receiver, custodian, marshal, or other officer of the court, from creditors in a bankruptcy proceeding, or from the Federal Deposit Insurance Corporation, the Resolution Trust Corporation, or a similar agency or person; the making of a fraudulent conveyance in contemplation of a bankruptcy proceeding or with the intent to defeat the bankruptcy law; the giving of false oaths or claims in relation to a bankruptcy proceeding, bribery; the giving of commissions or gifts for the procurement loans; theft, embezzlement, or misapplication of bank funds or funds of other lending, credit, or insurance institutions; the making of fraudulent bank or credit institution entities or loan or credit applications; and mail, wire, or bank fraud or bank or postal robbery or theft.

Environmental crimes include violations of the Federal Water Pollution Control Act, the Ocean Dumping Act, the Safe Drinking Water Act, the Resources Conservation and Recovery Act, and similar federal statutes. Other specified crimes include counterfeiting, espionage, kidnapping or hostage-taking, copyright infringement, entry of goods by means of false statements, smuggling goods into the United States, removing goods from the custody of Customs, illegally exporting arms, and trading with United States enemies.

Schedule A

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

Certificate Number	Percent Interest
1	100.00%

**SSV Management, LLC, a Utah Limited Liability
Company**

This Certifies that The Super Seven Trust is the registered owner of One Hundred Percent of the outstanding ownership
Interests in the Company. The ownership stated is transferable only on the books of the Company by the holders hereof in person or
by Attorney upon surrender of this Certificate properly endorsed. Transfer may be restricted by the terms of the Company Operating
Agreement.

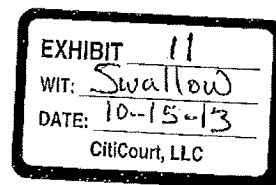
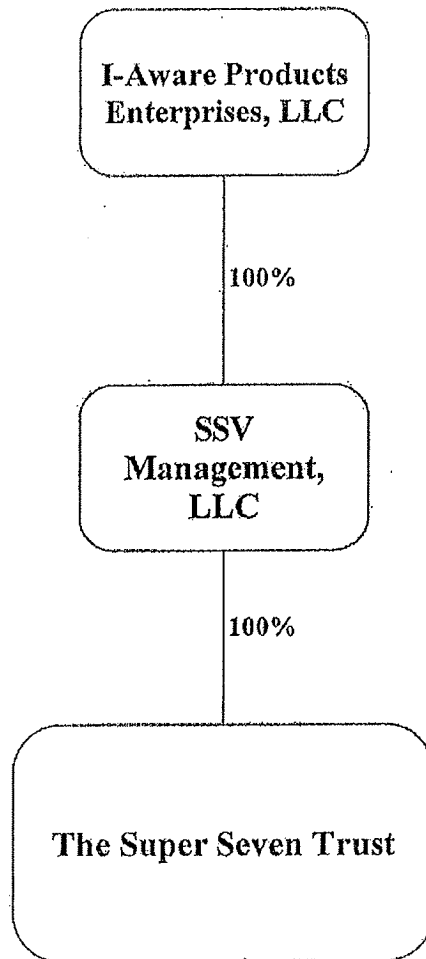
IN WITNESS WHEREOF, the said Company has caused this Certificate to be signed by its duly authorized Managers this
_____ day of _____, 2009.


JOHN E. SWALLOW, MANAGER

CONFIDENTIAL

JS000339

JOHN AND SUZANNE SWALLOW ESTATE PLANNING DIAGRAM



CONFIDENTIAL

JS000349

12



BUSINESS ACCOUNT
APPLICATION & SIGNATURE CARD
AND REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

EXHIBIT 12
WIT: Swallow
DATE: 10-15-13
CIBCourt, LLC

Account Number [REDACTED]
Branch 60 Date 09/16/09
☒ ChexSystems Verified (new accounts)
Approved by # 250 Initials JH

I. GENERAL BUSINESS/ORGANIZATION INFORMATION

(Please print in black ink or type)

Business/Organization Name SSV Management LLC Email Address Johneswallow@gmail.com
DBA Name (for LLCs or Corporations using different DBA name than listed above) _____
Street Address 1263 E Bell View Circle Business Taxpayer Identification Number (SSN/EIN) 27-0918734
City Sandy State UT Zip 84004 Office Phone () (801) 572-8201
Mailing Address (if different) _____ Date of Organization 09/14/09
What is the primary nature (function) of this business? Business Management
Business Type (Check only one) ☐ Sole Proprietorship ☐ Partnership ☒ Limited Liability Company ☐ Corporation (including S-Corp)
☐ Incorporated Non-Profit Organization ☐ Unincorporated Organization (associations, clubs, etc.)
Check here if this is a change to an existing account. ☐ Check here if this business is 50% or more women owned. ☐

How does this business/organization qualify for membership?
(Check One) ☒ Entity is SEG sponsor, or ☐ All owners or association members are eligible for membership

I.a. Proprietor, Managing Partner, Managing Member, or Officer

1) Name John E Swallow SSN [REDACTED] DOB 11/10/82 Phone () (801) 572-8201
Residence Address 1263 E Bell View Circle ID Type ☒ Driver License, or ☐ Other _____ Specify
City Sandy State Ut Zip 84004 ID Issuer Ut ID Number [REDACTED]
Title Managing Member ID Issue date 07/16/09 ID Expiration 11/10/13

I.b. Additional Authorized Signer(s)

2) Name Suzanne M Swallow SSN [REDACTED] DOB [REDACTED] Phone () (801) 572-8201
Residence Address 1263 E Bell View Circle ID Type ☒ Driver License, or ☐ Other _____ Specify
City Sandy State Ut Zip 84004 ID Issuer Ut ID Number [REDACTED]
Title Managing Member ID Issue date 02/19/01 ID Expiration 7/15/11

3) Name _____ SSN _____ DOB _____ Phone () _____
Residence Address _____ ID Type ☐ Driver License, or ☐ Other _____ Specify
City _____ State _____ Zip _____ ID Issuer _____ ID Number _____
Title _____ ID Issue date _____ ID Expiration _____

4) Name _____ SSN _____ DOB _____ Phone () _____
Residence Address _____ ID Type ☐ Driver License, or ☐ Other _____ Specify
City _____ State _____ Zip _____ ID Issuer _____ ID Number _____
Title _____ ID Issue date _____ ID Expiration _____

5) Name _____ SSN _____ DOB _____ Phone () _____
Residence Address _____ ID Type ☐ Driver License, or ☐ Other _____ Specify
City _____ State _____ Zip _____ ID Issuer _____ ID Number _____
Title _____ ID Issue date _____ ID Expiration _____

6) Name _____ SSN _____ DOB _____ Phone () _____
Residence Address _____ ID Type ☐ Driver License, or ☐ Other _____ Specify
City _____ State _____ Zip _____ ID Issuer _____ ID Number _____
Title _____ ID Issue date _____ ID Expiration _____

BUSINESS ACCOUNT**APPLICATION & SIGNATURE CARD (continued)**Account Number [REDACTED]Branch 60 Date 09/16/09Approved by # 250 Initials HT**II. MOUNTAIN AMERICA FEDERAL CREDIT UNION ACCOUNT SERVICES (check those that apply)**

- ☒ Primary Savings-Required (\$25) ☐ Money Market (\$2500) ☐ Secondary Savings (\$5) ☐ Other
☒ Checking (\$100)-Indicate analysis plan— ☐ Non-Profit Checking, ☐ Essentials Checking, ☒ Growth Checking, or ☐ Other.
☒ MAFCU Business Debit Card (may only be issued to authorized signers on this application)

III. AGREEMENT AND CERTIFICATION

Each person signing below hereby makes application for a business/organization account and membership in Mountain America Federal Credit Union (MAFCU or Credit Union) and certifies that as applicable, that the only means the requirements for membership at the Credit Union. Each such person certifies that all steps necessary to formally establish the business/organization referenced have been executed. Each such person agrees to provide MAFCU with a copy of the Partnership Agreement, Articles of Organization for LLC, Charter, Articles of Incorporation, or other documents as applicable, prior to opening the account. Each such person authorizes MAFCU to obtain reports from consumer reporting agencies and other information & consider appropriate from time to time. Each such person agrees that MAFCU may retain this form, the additional documentation provided as required by the Credit Union, and any other information the Credit Union receives. Signing below constitutes an agreement to conform to MAFCU bylaws as well as all applicable terms and conditions set forth in the Membership Agreement, together with any schedules or addendums, receipt of which is hereby acknowledged and which is incorporated by this reference.

A completed Certificate of Authority or Certificate for Opening a Partnership Account (Certificate) will be required for all entities or organizations except Proprietors. Each person signing below agrees that the incorporated Certificate (if applicable), in connection with this Business Account Application & Signature Card (Signature Card), shall only govern the account set forth above and acknowledges that this Signature Card supersedes and replaces all previously dated cards.

AUTHORIZED SIGNATURES (must include all individuals listed in Section I.a. and I.b. on page 1):

Each of the persons who sign below, is duly authorized to act with respect to the account, and the Credit Union is authorized to act in these matters as specified in the incorporated Certificate (if applicable) relating to the account upon the order of any one of the persons who sign below until the Credit Union receives written instructions to the contrary from the proprietor or those authorized persons identified on the incorporated Certificate. This Signature Card shall apply to all depository services obtained on this account now or in the future. Each such person understands and agrees that the Credit Union will require a new Signature Card and Certificate (if applicable) to change authorized signers on this account.

x John E. Swallow 9/16/09
1) Signature (corresponds to person #1 on page 1) Date

x Shyenne Swallow 9/16/09
2) Signature (corresponds to person #2 on page 1) Date

x _____
3) Signature (corresponds to person #3 on page 1) Date

x _____
4) Signature (corresponds to person #4 on page 1) Date

x _____
5) Signature (corresponds to person #5 on page 1) Date

x _____
6) Signature (corresponds to person #6 on page 1) Date

[Signature] 9/16/09
1) Witness/Notary Date

[Signature] 9/16/09
2) Witness/Notary Date

x _____
3) Witness/Notary Date

x _____
4) Witness/Notary Date

x _____
5) Witness/Notary Date

x _____
6) Witness/Notary Date

Note: A supplemental notarization sheet is required for each signature not witnessed by a Mountain America Federal Credit Union employee.
☐ Check here if supplemental notary sheets are included with this application.

SUBSTITUTION of IRS FORM W-9**TAXPAYER IDENTIFICATION NUMBER (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).

For most other entities, it is your employer identification number (EIN). If you do not have a TIN you may write "Applied For" in the space for the TIN. "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Social security number

OR

Employer identification number
27 - 919734**CERTIFICATION**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien)

Certification instructions. You must check here ☐ and cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

Signature of U.S. Person → John E. Swallow

Date → 16 September 2009



Account Number [REDACTED]
Branch 100 Date 9/16/09
Approved by #250 Initials JH

MOUNTAIN AMERICA FEDERAL CREDIT UNION: BUSINESS ACCOUNTS
CERTIFICATE OF AUTHORITY
(Corporate and Limited Liability Company or Unincorporated Association)

SSV Management LLC
Name of Entity
(the "Company")

The undersigned hereby certifies that he/she is a duly elected and qualified individual empowered to act on behalf of the Company named above, which Company is organized and existing under the laws of the state of UT and has authorized and acknowledged the following:

The Company's Federal Tax Identification Number is 27-0919734

That Mountain America Federal Credit Union, of West Jordan, Utah ("Credit Union") is hereby designated as a depository in which the funds of the Company may, from time to time, subject to the membership agreements, regulations and by-laws of the Credit Union, be deposited by any of its officers, agents or employees; and that any officer, agent or employee of this Company is hereby authorized on behalf of the Company, which endorsement may be in writing, by stamp, or otherwise, with or without designation or signature of the person so endorsing, it being understood that on all such items all prior endorsements are guaranteed by the Company, irrespective of the lack of an express guarantee in the endorsement of the Company.

The Credit Union is hereby authorized and directed to pay or otherwise honor any checks, notes, bills of exchange, acceptances, undertakings, and orders for the payment, withdrawal, or transfer of any such funds when executed in the name of the Company and signed by any authorized signatory as designated below.

Name
John E. Swallow
Suzanne M. Swallow

Title
Manager
authorized signer

The Credit Union is hereby authorized and directed to recognize any one of the signatures of those persons listed below for the removal of authorized signers or for closure of said account.

Name
Suzanne M. Swallow
John E. Swallow

Title
Manager
Manager

All prior resolutions/certificates authorizing officers, employees, and/or agents of the Company to conduct the above mentioned transactions are rescinded.

The Credit Union shall not be liable for any direct or consequential loss (including damages, claims, lawsuits, costs, expenses, and attorney fees), the Company may incur as a result of any improper, unlawful or dishonest act by such authorized person(s) as listed above, except as may be caused by Credit Union's gross negligence or unlawful act.

The Undersigned further certifies that he/she has received authority to engage in such action by name or by title in the records of the company and that there are no provisions in the Articles of Incorporation, as amended to date, or the Operating Agreement, as amended to date, or the by-laws of the Company limiting the power of the undersigned to enact the foregoing certificate and that the same is in conformity with the provisions of said Articles of Incorporation, Operating Agreement, and By-laws.

Given under my hand this 16 day of September, 2009.

Acknowledgement:

[Signature]
Signature of Credit Union Representative

John E. Swallow
Signature
Manager
Title

utah
gov

Search all of

Utah Department of
Commerce

Business Entity Search

[? Help](#)

Name	Type	City	Status
SSV MANAGEMENT LLC	Limited Liability Company	Sandy	Active
Business Name:	SSV MANAGEMENT LLC		
Entity Number:	7460750-0160		
Registration Date:	09/14/2009		
State of Origin:			

Address

1263 E. Bell View Circle
Sandy, UT 84094

Status

Status:	Active
Status Description:	Good Standing
This Status Date:	09/14/2009
Last Renewed:	N/A
License Type:	LLC - Domestic
Delinquent Date:	09/14/2010

Registered Agent

Registered Agent:	John E Swallow
	[Search BES] [Search RPS]
Address Line 1:	1263 E. Bell View Circle
Address Line 2:	
City:	Sandy
State:	UT
Zip:	84094

Additional Information

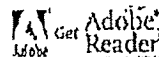
With this information, you can...

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If you would like to purchase a Certificate of Existence for this business entity, click the button to the left. You will be assessed a \$ 12.00 fee for this service. You need Adobe Reader to view this certificate, if you do not have Adobe Reader the button below and download it.

[Access Principal Information](#)

If you would like to receive information on the principal individuals associated with this entity, click the button on the left. You will be assessed a \$ 1.00 fee for this information.

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LLC

ARTICLES OF ORGANIZATION
OF
SSV Management LLC

The undersigned person(s) do hereby adopt the following Articles of Organization for the purpose of forming a Utah Limited Liability Company.

Article I

The name of the limited liability company is to be SSV Management LLC

Article II

The purpose or purposes for which the company is organized is to engage in:
General Investments

The Company shall further have unlimited power to to engage in or to perform any and all lawful acts pertaining to the management of any lawful business as well as to engage in and to do any lawful act concerning any and all lawful business for which a Limited Liability Company may be organized under the Utah Limited Liability Company Act and any amendments thereto.

Article III

The Company shall continuously maintain an agent in the State of Utah for service of process who is an individual residing in said state. The name and address of the initial registered agent shall be:

(Registered Agent Name & Address)
John E Swallow
1263 E. Bell View Circle
Sandy, UT, 84094

ACCEPTANCE OF APPOINTMENT:

John E Swallow
Registered Agent Signature

The Director of the Division of Corporations and Commercial Code of the Department of Commerce for the State of Utah is appointed the registered agent of the Company for the service of process if the registered agent has resigned, the registered agent's authority has been revoked, or the registered agent cannot be found or served with the exercise of reasonable diligence.

Article IV

Name, Street address & Signature of all members/managers

Manager #1
John E Swallow
1263 E. Bell View Circle
Sandy, UT 84094
John E Swallow
Signature

DATED 14 September, 2009.

Article V

Management statement
This limited liability company will be managed by its Managers

Article VI

Address of the designated office
1263 E. Bell View Circle
Sandy, UT 84094

Article VII

The Company shall keep at its designated office or a statement that the company's registered office shall be its designated office, which records include, but are not limited to the following:

Article VII.1

A current list, in alphabetical order, of the names and current business street address of each Organizer who is not a member or manager.

Article VII.2

A copy of the stamped Articles of Organization and all certificates of amendment thereto.

Article VII.3

Copies of all tax returns and financial statements of the Company for the past 3 years. A Limited Liability Company is also required to maintain copies of financial statements, if any, for the three most recent years, as well as a copy of the operating agreement.

Article VIII

The street address of the principal place of business is:

1263 E. Bell View Circle
Sandy, UT 84094

Article IX

The duration of the company shall be 99 years



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

This certifies that this registration has been filed and approved on 14, September 2009 in the office of the Division and hereby issues this Certification thereof.

Kathy Berg

KATHY BERG
Division Director

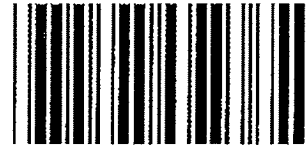
Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

13



State of Utah
DEPARTMENT OF COMMERCE
Division of Corporations & Commercial Code

Summary of Online Changes



Business Name: SSV MANAGEMENT LLC

Entity number: 7460750-0160

Date of Filing: 03/15/2012

PREVIOUS Registered Principals:

Name John E Swallow
Position Manager
Address 1263 E Bell View Circle
Sandy, UT 84094

Name John E Swallow
Position Registered Agent
Address 1263 E Bell View Circle
Sandy, UT 84094

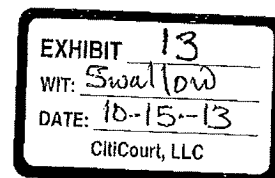
UPDATED Registered Principals:

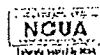
Name SUZANNE SWALLOW
Position Registered Agent
Address 1263 E Bell View Circle
Sandy, UT 84094

Name SUZANNE SWALLOW
Position Manager
Address 1263 E Bell View Circle
Sandy, UT 84094

Suzanne Swallow 03/15/2012

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.



**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: ****
STATEMENT DATE: 01/01/11 - 01/31/11
801-325-6228 • 1-800-748-4302
www.macu.com

SSV MANAGEMENT, LLC
1263 BELL VIEW CIR
SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$102.65

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
01/01	Previous Balance		25.00
01/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned In 2010	0.00	

BUSINESS CHECKING - ID 60

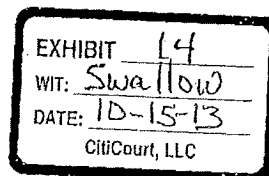
POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
01/01	Previous Balance		117.63
	Avg Checking Bal for Jan \$117.63		
01/31	Withdrawal Checking fees	-14.98	102.65
01/31	Ending Balance		102.65
	Interest Earned Year To Date	0.00	
	Interest Earned In 2010	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
01/31/11	14.98	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00



CONFIDENTIAL

JS000164

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 02/01/11 - 02/28/11
801-325-6228 • 1-800-748-4302

www.macu.com

SSV MANAGEMENT, LLC
1263 BELL VIEW CIR
SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$87.67

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
02/01	Previous Balance		25.00
02/28	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned In 2010	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
02/01	Previous Balance		102.85
	Avg Checking Bal for Feb \$102.65		
02/28	Withdrawal Checking fees	-14.98	87.67
02/28	Ending Balance		87.67
	Interest Earned Year To Date	0.00	
	Interest Earned In 2010	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
02/28/11	14.98	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000165

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 03/01/11 - 03/31/11
801-325-6228 * 1-800-748-4302

www.macu.com

SSV MANAGEMENT, LLC
1263 BELL VIEW CIR
SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$72.69

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
03/01	Previous Balance		25.00
03/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
03/01	Previous Balance		87.67
	Avg Checking Bal for Mar \$87.67		
03/31	Withdrawal Checking fees	-14.98	72.69
03/31	Ending Balance		72.69
	Interest Earned Year To Date	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
03/31/11	14.98	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000166

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 04/01/11 - 04/30/11
801-325-0228 • 1-800-748-4302

www.macu.com

SSV MANAGEMENT, LLC
1263 BELL VIEW CIR
SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$57.70

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
04/01	Previous Balance		25.00
04/30	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
04/01	Previous Balance		72.69
	Avg Checking Bal for Apr \$72.69		
04/30	Withdrawal Ochecking fees	-14.99	57.70
04/30	Ending Balance		57.70
	Interest Earned Year To Date	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
04/30/11	14.99	Withdrawal Fee			

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000167

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 05/01/11 - 05/31/11
801-325-6228 • 1-800-748-4302

www.macu.com

SSV MANAGEMENT, LLC
1263 BELL VIEW CIR
SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$26.00 BUSINESS CHECKING \$42.71

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/01	Previous Balance		25.00
05/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/01	Previous Balance		57.70
	Avg Checking Bal for May \$57.70		
05/31	Withdrawal Checking fees	-14.99	42.71
05/31	Ending Balance		42.71
	Interest Earned Year To Date	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
05/31/11	14.99	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000168

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 06/01/11 - 06/30/11
801-325-6228 • 1-800-748-4302

www.macu.com

SSV MANAGEMENT, LLC
1263 BELL VIEW CIR
SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$27.72

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/01	Previous Balance		25.00
06/30	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
06/01	Previous Balance		42.71
	Avg Checking Bal for Jun \$42.71		
06/30	Withdrawal Checking fees	-14.99	27.72
06/30	Ending Balance		27.72
	Interest Earned Year To Date	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
06/30/11	14.99	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000169

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 07/01/11 - 07/31/11
801-325-0228 • 1-800-748-4302

www.macu.com

SSV MANAGEMENT, LLC
1263 BELL VIEW CIR
SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$12.73

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
07/01	Previous Balance		25.00
07/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 60

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
07/01	Previous Balance		27.72
	Avg Checking Bal for Jul \$27.72		
07/31	Withdrawal Checking fees	-14.99	12.73
07/31	Ending Balance		12.73
	Interest Earned Year To Date	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
07/31/11	14.99	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000170

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 08/01/11 - 08/31/11
801-325-6228 • 1-800-748-4302

www.macu.com

SSV MANAGEMENT, LLC
1263 BELL VIEW CIR
SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$-2.27

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
08/01	Previous Balance		25.00
08/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
08/01	Previous Balance		12.73
	Avg Checking Bal for Aug \$12.73		
08/31	Withdrawal Checking fees	-15.00	-2.27
08/31	Ending Balance		-2.27
	Interest Earned Year To Date	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
08/31/11	15.00	Withdrawal Fee			

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000171

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 09/01/11 - 09/30/11
801-325-6226 * 1-800-748-4302

www.macu.com

SSV MANAGEMENT, LLC
1263 BELL VIEW CIR
SANDY UT 84094-5098

ACCOUNT SUMMARY

TOTAL SHARES
PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$482.78

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
09/01	Previous Balance		25.00
09/30	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
09/01	Previous Balance		-2.27
09/15	Deposit Transfer From P SOLUTIONS, LLC-XXXXXXXXXX Share 50 Avg Checking Bal for Sep \$284.39	500.00	497.73
09/30	Withdrawal Checking fees	-14.95	482.78
09/30	Ending Balance		482.78
	Interest Earned Year To Date	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
09/30/11	14.95	Withdrawal Fee			

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
09/15/11	500.00	Deposit Transfer			

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000172

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: ****
STATEMENT DATE: 10/01/11 - 10/31/11
801-325-6228 * 1-800-748-4302

www.macu.com

SSV MANAGEMENT, LLC
1263 BELL VIEW CIR
SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$487.88

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/01	Previous Balance		25.00
10/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/01	Previous Balance		482.78
	Avg Checking Bal for Oct \$482.78		
10/31	Withdrawal Checking fees	-14.90	467.88
10/31	Ending Balance		467.88
	Interest Earned Year To Date	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
10/31/11	14.90	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000173

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 11/01/11 - 11/30/11
801-325-6228 • 1-800-748-4302

www.macu.com

SSV MANAGEMENT, LLC
1263 BELL VIEW CIR
SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$452.98

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
11/01	Previous Balance		25.00
11/30	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
11/01	Previous Balance		467.88
	Avg Checking Bal for Nov \$467.88		
11/30	Withdrawal Checking fees	-14.90	452.98
11/30	Ending Balance		452.98
	Interest Earned Year To Date	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
11/30/11	14.90	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000174



MOUNTAIN AMERICA
CREDIT UNION

P.O. BOX 9001 • WEST JORDAN, UT • 84084-9001



STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****
STATEMENT DATE: 12/01/11 - 12/31/11
801-325-6228 • 1-800-748-4302

www.macu.com

SSV MANAGEMENT, LLC
1263 BELL VIEW CIR
SANDY UT 84094-5098

ACCOUNT SUMMARY

TOTAL SHARES

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$438.08

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
12/01	Previous Balance		25.00
12/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
12/01	Previous Balance		452.98
	Avg Checking Bal for Dec \$452.98		
12/31	Withdrawal Checking fees	-14.90	438.08
12/31	Ending Balance		438.08
	Interest Earned Year To Date	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
12/31/11	14.90	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000175

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 01/01/12 - 01/31/12
801-325-6228 • 1-800-748-4302

www.macu.com

SSV MANAGEMENT, LLC
1263 BELL VIEW CIR
SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$423.17

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
01/01	Previous Balance		25.00
01/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

BUSINESS CHECKING - ID 50

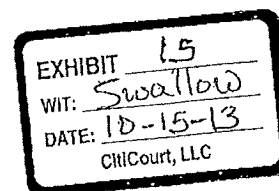
POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
01/01	Previous Balance		438.08
	Avg Checking Bal for Jan \$438.08		
01/31	Withdrawal Checking fees	-14.91	423.17
01/31	Ending Balance		423.17
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
01/31/12	14.91	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00



CONFIDENTIAL

JS001093

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 02/01/12 - 02/29/12
801-325-6228 • 1-800-748-4302

www.macu.com

SSV MANAGEMENT, LLC
1283 BELL VIEW CIR
SANDY UT 84094-5098

ACCOUNT SUMMARY

TOTAL SHARES
PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$408.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
02/01	Previous Balance		25.00
02/29	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
02/01	Previous Balance		423.17
	Avg Checking Bal for Feb \$423.17		
02/20	Withdrawal Checking fees	-14.92	408.25
02/29	Ending Balance		408.25
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
02/29/12	14.92	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS001094

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
 STATEMENT DATE: 03/01/12 - 03/31/12
 801-326-6228 • 1-800-748-4302

www.macu.com

SSV MANAGEMENT, LLC
 1263 BELL VIEW CIR
 SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$393.32

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
03/01	Previous Balance		25.00
03/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
03/01	Previous Balance		408.25
	Avg Checking Bal for Mar \$408.25		
03/31	Withdrawal Checking fees	-14.93	393.32
03/31	Ending Balance		393.32
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
03/31/12	14.93	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS001095

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 04/01/12 - 04/30/12
801-325-6228 * 1-800-748-4302

www.macu.com

SSV MANAGEMENT, LLC
1263 BELL VIEW CIR
SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$378.38

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
04/01	Previous Balance		25.00
04/30	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
04/01	Previous Balance		393.32
	Avg Checking Bal for Apr \$393.32		
04/30	Withdrawal Checking fees	-14.94	378.38
04/30	Ending Balance		378.38
	Interest Earned Year To Date	0.00	
	Interest Earned in 2011	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
04/30/12	14.94	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS001096

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
 STATEMENT DATE: 05/01/12 - 05/31/12
 801-325-6228 • 1-800-748-4302

www.macu.com

SSV MANAGEMENT, LLC
 1263 BELL VIEW CIR
 SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$363.44

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/01	Previous Balance		25.00
05/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/01	Previous Balance		378.38
	Avg Checking Bal for May \$378.38		
05/31	Withdrawal Checking fees	-14.94	363.44
05/31	Ending Balance		363.44
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
05/31/12	14.94	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS001097

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 06/01/12 - 06/30/12
801-325-6228 • 1-800-748-4302

www.macu.com

SSV MANAGEMENT, LLC
1263 BELL VIEW CIR
SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$348.50

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
06/01	Previous Balance		25.00
06/30	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
06/01	Previous Balance		363.44
	Avg Checking Bal for Jun \$363.44		
06/30	Withdrawal Checking fees	-14.94	348.50
06/30	Ending Balance		348.50
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
06/30/12	14.94	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****
 STATEMENT DATE: 07/01/12 - 07/31/12
 801-325-6228 * 1-800-748-4302
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SSV MANAGEMENT, LLC
 1263 BELL VIEW CIR
 SANDY UT 84094-5098

ACCOUNT SUMMARY

TOTAL SHARES

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$333.58

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
07/01	Previous Balance		25.00
07/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
07/01	Previous Balance		348.50
	Avg Checking Bal for Jul \$348.50		
07/31	Withdrawal Checking fees	-14.94	333.56
07/31	Ending Balance		333.56
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
07/31/12	14.94	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****
 STATEMENT DATE: 08/01/12 - 08/31/12
 801-325-6228 * 1-800-748-4302
 www.macu.com

SSV MANAGEMENT, LLC
 1263 BELL VIEW CIR
 SANDY UT 84094-6098

ACCOUNT SUMMARY

TOTAL SHARES

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$318.62

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
08/01	Previous Balance		25.00
08/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
08/01	Previous Balance		333.56
	Avg Checking Bal for Aug \$333.56		
08/31	Withdrawal Checking fees	-14.94	318.62
08/31	Ending Balance		318.62
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
08/31/12	14.94	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****
STATEMENT DATE: 09/01/12 - 09/30/12
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SSV MANAGEMENT, LLC
1263 BELL VIEW CIR
SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$303.67

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
09/01	Previous Balance		25.00
09/30	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
09/01	Previous Balance		318.62
	Avg Checking Bal for Sep \$318.62		
09/30	Withdrawal Checking fees	-14.95	303.67
09/30	Ending Balance		303.67
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
09/30/12	14.95	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****
STATEMENT DATE: 10/01/12 - 10/31/12
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SSV MANAGEMENT, LLC
1263 BELL VIEW CIR
SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$2,973.61

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/01	Previous Balance		25.00
10/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/01	Previous Balance		303.67
10/01	Deposit by Check	7,000.00	7,303.67
10/02	Check 001001	-1,000.00	6,303.67
10/23	Check 001002	-2,566.00	3,737.67
10/29	Check 001003	-750.00	2,987.67
	Avg Checking Bal for Oct \$5,518.37		
10/31	Withdrawal Checking fees	-14.06	2,973.61
10/31	Ending Balance		2,973.61
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

Checks Cleared

NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT
001001	1,000.00	001002	2,566.00	001003	750.00

3 Checks Cleared for \$4,316.00

*Asterisk next to number indicates skip in number sequence

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
10/31/12	14.06	Withdrawal Fee

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****
STATEMENT DATE: 10/01/12 - 10/31/12
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Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
10/01/12	7,000.00	Deposit by Check			

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date

0.00

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****
STATEMENT DATE: 11/01/12 - 11/30/12
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SSV MANAGEMENT, LLC
1263 BELL VIEW CIR
SANDY UT 84094-6098

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$2,959.10

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
11/01	Previous Balance		25.00
11/30	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned in 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
11/01	Previous Balance		2,973.61
	Avg Checking Bal for Nov \$2,973.61		
11/30	Withdrawal Checking fees	-14.51	2,959.10
11/30	Ending Balance		2,959.10
	Interest Earned Year To Date	0.00	
	Interest Earned in 2011	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
11/30/12	14.51	Withdrawal Fee			

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: ****

STATEMENT DATE: 12/01/12 - 12/31/12

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 SSV MANAGEMENT, LLC
 1263 BELL VIEW CIR
 SANDY UT 84094-5098
ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$2,944.60

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
12/01	Previous Balance		25.00
12/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
12/01	Previous Balance		2,959.10
	Avg Checking Bal for Dec \$2,959.10		
12/31	Withdrawal Checking fees	-14.50	2,944.60
12/31	Ending Balance		2,944.60
	Interest Earned Year To Date	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
12/31/12	14.50	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date	0.00
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Tran / act

Mountain America Federal CU

324079555


Share Draft - View Image

Sequence	Capture Date	Member No.	Check No.	Amount
73502354	10022012	[REDACTED]	1001	\$1,000.00

SSV MANAGEMENT, LLC 09-09 PH. 801-572-8201 1263 E BELL VIEW CIR. SANDY, UT 84094		1001
DATE <u>28 Sept 2012</u>		31-7835/2010
PAY TO THE ORDER OF <u>Suzanne Swallow</u>	\$ <u>1,000.00</u>	
<u>One Thousand and 00/100</u>	DOLLARS <input checked="" type="checkbox"/> <input type="checkbox"/>	
MOUNTAIN AMERICA CREDIT UNION PO. BOX 7081 • 9141 JORDAN, UT • 84061 • www.mcu.com		
FOR <u>Distribution</u>	<u>Suzanne Swallow</u> <u>Suzanne Swallow</u>	
⑈001001⑈ [REDACTED]		

MOUNTAIN AMERICA CREDIT UNION SANDY 0060 SANDY, UTAH TELLER: 1874 SEQUENCE # 5103487 10/1/2012 13:00:40 [REDACTED]	<i>Suzanne Swallow</i>
---	------------------------

Sequence	Capture Date	Member No.	Check No.	Amount
76759128	10232012	[REDACTED]	1002	\$2,566.00

SSV MANAGEMENT, LLC 09-09 PH, 801-572-8201 1283 E BELL VIEW CIR. SANDY, UT 84094		1002
DATE <u>20 Oct 12</u>		31-785/3249
PAY TO THE ORDER OF <u>Suzanne Swallow</u>	\$ <u>2,566.00</u>	
<u>Two Thousand Five Hundred Sixty Six and 00/100</u>		DOLLARS
 MOUNTAIN AMERICA CREDIT UNION PO BOX 9981 WEST JORDAN, UT 84064 • www.mcu.org		<u>Suzanne Swallow</u> <u>John E. Swallow</u>
FOR <u>Distribution</u>	⑈001002⑈ [REDACTED]	

MOUNTAIN AMERICA CREDIT UNION
 SANDY 0060
 SANDY, UTAH
 TELLER: 1788 SEQUENCE # 4031679
 10/22/2012 12:19:16
 [REDACTED]

1001

BAL SHOT FORD

DATE 9/28/2012

TO Suzanne Swallow 7000 00

DEPOSITS

FOR	distribution	TOTAL	7000 00
		THIS CHECK	1000 00
		OTHER	
		BALANCE	6,000 00

TAX DEDUCTIBLE ☒

1002

BAL SHOT FORD

DATE 10-20-12

TO Suzanne Swallow

DEPOSITS

FOR	distribution	TOTAL	
		THIS CHECK	2,566 00
		OTHER	
		BALANCE	3434 00

TAX DEDUCTIBLE ☒

1003

BAL SHOT FORD

DATE 10-20-12

TO Michael Cabell

DEPOSITS

FOR	Tel fee	TOTAL	
		THIS CHECK	750 00
		OTHER	

5 K

SSV

003 HARM, Check 09/17/09 07:40

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EXHIBIT 16

WIT: Swallow

DATE: 10-15-17

CitiCourt, LLC

JS000176

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NCUA
National Credit Union Administration

STATEMENT OF ACCOUNT

ACCOUNT NUMBER: ****
STATEMENT DATE: 10/01/12 - 10/31/12
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JOHN E SWALLOW
SUZANNE M SWALLOW
1263 BELL VIEW CIR
SANDY, UT 84094

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ACCOUNT SUMMARY

TOTAL SHARES	
PRIMARY SAVINGS	\$5,707.62
CAR SAVINGS	\$13,466.88
RETIREMENT SAVINGS	\$14.24
MONEY MARKET	\$26,511.88
PROPERTY TAXES	\$2,023.27
EDUCATION SAVINGS	\$8,086.34
POST-MISSION MONEY	\$261.35
CHECKING	\$16,228.13

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/01	Previous Balance		706.89
10/01	Deposit Home Banking Transfer From Share 50 reimb. from May 2012	5,000.00	5,706.89
10/31	Deposit Interest 0.150% Annual Percentage Yield Earned 0.150% from 10/01/12 thru 10/31/12	0.73	5,707.62
10/31	Ending Balance		5,707.62
	Interest Earned Year to Date	3.89	
	Interest Earned In 2011	2.48	

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
10/01/12	5,000.00	Deposit Home Banking Transfer	10/31/12	0.73	Deposit Interest

2 Deposits and Other Credits for \$5,000.73

PROPERTY TAXES - ID 02

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/01	Previous Balance		1,748.01
10/01	Deposit Home Banking Transfer From Share 50 Oct.	275.00	2,023.01
10/31	Deposit Interest 0.150% Annual Percentage Yield Earned 0.150% from 10/01/12 thru 10/31/12	0.26	2,023.27
10/31	Ending Balance		2,023.27
	Interest Earned Year to Date	1.95	
	Interest Earned In 2011	2.56	

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 **MOUNTAIN AMERICA**
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STATEMENT OF ACCOUNT
ACCOUNT NUMBER: *****
STATEMENT DATE: 10/01/12 - 10/31/12
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PROPERTY TAXES - ID 02 ... continued

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
10/01/12	275.00	Deposit Home Banking Transfer	10/31/12	0.26	Deposit Interest

2 Deposits and Other Credits for \$275.26

CAR SAVINGS - ID 03

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/01	Previous Balance		2,965.16
10/01	Deposit Home Banking Transfer From Share 50 reimb. from May 2012	10,500.00	13,465.16
10/31	Deposit Interest 0.150%	1.72	13,466.88
	Annual Percentage Yield Earned 0.150% from 10/01/12 thru 10/31/12		
10/31	Ending Balance		13,466.88
	Interest Earned Year to Date	10.38	
	Interest Earned in 2011	17.67	

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
10/01/12	10,500.00	Deposit Home Banking Transfer	10/31/12	1.72	Deposit Interest

2 Deposits and Other Credits for \$10,501.72

EDUCATION SAVINGS - ID 04

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/01	Previous Balance		8,085.30
10/31	Deposit Interest 0.150%	1.04	8,086.34
	Annual Percentage Yield Earned 0.150% from 10/01/12 thru 10/31/12		
10/31	Ending Balance		8,086.34
	Interest Earned Year to Date	9.36	
	Interest Earned in 2011	14.61	

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
10/31/12	1.04	Deposit Interest			

1 Deposits and Other Credits for \$1.04

RETIREMENT SAVINGS - ID 05

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/01	Previous Balance		14.24
10/31	Ending Balance		14.24
	Interest Earned Year to Date	0.00	
	Interest Earned in 2011	0.17	

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: [REDACTED]

STATEMENT DATE: 10/01/12 - 10/31/12

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POST-MISSION MONEY - ID 06

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/01	Previous Balance		181.32
10/22	Deposit Home Banking Transfer From Share 50	80.00	261.32
10/31	Deposit Interest 0.150%	0.03	261.35
	Annual Percentage Yield Earned 0.170% from 10/01/12 thru 10/31/12		
10/31	Ending Balance		261.35
	Interest Earned Year to Date	0.45	
	Interest Earned in 2011	0.85	

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
10/22/12	80.00	Deposit Home Banking Transfer	10/31/12	0.03	Deposit Interest

2 Deposits and Other Credits for \$80.03

MONEY MARKET - ID 07

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/01	Previous Balance		26,955.08
10/11	Withdrawal Home Banking Transfer To Share 50	-450.00	26,505.08
	2010 Christmas gift money, to be ...		
10/31	Deposit Interest Tiered Rate	6.80	26,511.88
	Annual Percentage Yield Earned 0.300% from 10/01/12 thru 10/31/12		
10/31	Ending Balance		26,511.88
	Interest Earned Year to Date	67.70	
	Interest Earned in 2011	94.01	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
10/11/12	450.00	Withdrawal Home Banking Transfer			

1 Withdrawals and Other Charges for \$450.00

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
10/31/12	6.80	Deposit Interest			

1 Deposits and Other Credits for \$6.80

CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/01	Previous Balance		12,292.36
10/01	Withdrawal Debit Card	-53.00	12,239.36
	09/28 24019512273273170374900 EMISSION PLUS SANDY UT		
10/01	Withdrawal Debit Card	-140.00	12,099.36
	09/29 24692162273000333689322 UTAH-DMV RENEWAL EXPRE 801-297-3809 UT		
10/01	Withdrawal Home Banking Transfer	-132.00	11,967.36
	To SWALLOW,CATHERIN XXXXXXXXXX Share 50		

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****
STATEMENT DATE: 10/01/12 - 10/31/12
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CHECKING - ID 50 ... continued

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
	reimb. on car insurance		
10/01	Deposit by Check	18,797.82	30,765.18
10/01	Withdrawal POS #227559710008 Wal-Mart Super Center 5235 WAL-SAMS SANDY UT	-102.32	30,662.86
10/01	Withdrawal Home Banking Transfer To Share 01 reimb. from May 2012	-5,000.00	25,662.86
10/01	Withdrawal Home Banking Transfer To Share 03 reimb. from May 2012	-10,500.00	15,162.86
10/01	Withdrawal Home Banking Transfer To Share 02 Oct	-275.00	14,887.86
10/03	Withdrawal QUESTAR GAS% TYPE: BILL PAYMT CO: QUESTAR GAS%	-26.44	14,861.42
10/03	Withdrawal QWEST TYPE: BILL PAYMT CO: QWEST	-76.64	14,784.78
10/03	Withdrawal ROCKY MOUNTAIN P TYPE: BILL PAYMT CO: ROCKY MOUNTAIN P	-195.06	14,589.72
10/03	Withdrawal SANDY CITY CORPO TYPE: BILL PAYMT CO: SANDY CITY CORPO	-212.33	14,377.39
10/03	Withdrawal DOVENMUEHLE MORT TYPE: BILL PAYMT CO: DOVENMUEHLE MORT	-1,000.00	13,377.39
10/03	Withdrawal METROPOLITAN LIF TYPE: BILL PAYMT CO: METROPOLITAN LIF	-1,080.00	12,297.39
10/03	Withdrawal POS #993578 7-ELEVEN 209 SOUTH 1300 EAS SALT LAKE CIT UT	-12.48	12,284.91
10/03	Check 000915	-80.00	12,204.91
10/03	Withdrawal POS #227721789400 FLYING J #774 SNOWVILLE UT	-7.54	12,197.37
10/04	Withdrawal POS #227813621672 MACEY'S SANDY SANDY UT	-65.55	12,131.82
10/04	Withdrawal POS #869191 COSTCO WHSE #0487 11100 S AUTOMALL DR SANDY CITY UT	-102.77	12,029.05
10/04	Withdrawal POS #227815140214 HARMONS - DRAPER DRAPER UT	-19.49	12,009.56
10/05	Withdrawal POS #227919418612 TRUESKIN DERMATOLOGY SANDY UT	-94.07	11,915.49
10/05	Check 000914	-50.00	11,865.49
10/06	Withdrawal POS #860106 COSTCO WHSE #0487 11100 S AUTOMALL DR SANDY CITY UT	-64.08	11,801.41
10/08	Withdrawal POS #083217 SMITHS 10305 S, 1300 E, SANDY UT	-26.68	11,774.73
10/09	Withdrawal Debit Card	-8.19	11,766.54

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****

STATEMENT DATE: 10/01/12 - 10/31/12

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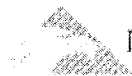
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CHECKING - ID 50 ... continued

POSTED DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/09	10/05 24164072281982015143274 CORNER BAKERY 01415389 DRAPER UT Withdrawal Debit Card	-13.68	11,752.86
10/09	10/04 24506012279980075248576 GREAT LOOKS BEAUTY SANDY UT Withdrawal Debit Card	-28.57	11,724.29
10/09	10/06 24013392281000355090420 SIMPLY THAI SANDY UT Withdrawal Debit Card	-37.39	11,686.90
10/10	10/06 24071052281987163457578 FASHION CORNER DRAPER UT Withdrawal POS #228413765406	-54.62	11,632.28
10/11	HARMONS - DRAPER DRAPER UT Withdrawal POS #212382	-17.86	11,614.42
10/11	WAL-MART #2307 11328 S JORDAN GATEWAY SOUTH JORDAN UT Withdrawal POS #187634	-3,016.15	8,598.27
10/11	COSTCO WHSE #0487 11100 S AUTOMALL DR SANDY CITY UT Deposit Home Banking Transfer From Share 07	450.00	9,048.27
10/11	2010 Christmas gift money, to be ... Check 000913	-34.94	9,013.33
10/12	Deposit STATE OF UTAH TYPE: PAYROLL AMT: 4,546.35 CO: STATE OF UTAH	4,546.35	13,559.68
10/12	Withdrawal Home Banking Transfer To SWALLOW,JOHN T XXXXXXXXXX Share 50 for Halloween treat	-10.00	13,549.68
10/12	Withdrawal POS #228617004930 USPS 4921080120 12180 SOUTH 300 E DRAPER UT	-21.00	13,528.68
10/12	Withdrawal POS #228618861595 MACY'S 418 10600 S SANDY UT	-76.93	13,451.75
10/15	Withdrawal 24 HOUR FITNESS TYPE: DUES CO: 24 HOUR FITNESS	6.79	13,442.96
10/15	Withdrawal 24 HOUR FITNESS TYPE: DUES CO: 24 HOUR FITNESS	-10.66	13,432.30
10/15	Withdrawal POS #228926494013 Wal-Mart Super Center 3620 WAL-SAMS RIVERTON UT	-71.73	13,360.57
10/15	Check 000917	-15.00	13,345.57
10/15	Check 000918	-70.00	13,275.57
10/16	Withdrawal Debit Card 10/15 24164072289418172091305 USPS 49210895524502205 DRAPER UT	-1.85	13,273.72
10/16	Check 000919	-1,380.00	11,893.72
10/17	Withdrawal Debit Card 10/13 24019512290290163787202 CROWN BURGERS LAYTON LAYTON UT	-20.17	11,873.55
10/17	Withdrawal POS #229118002080 USPS 4978200175 8850 S 700 E SANDY UT	-11.35	11,862.20

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****

STATEMENT DATE: 10/01/12 - 10/31/12

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CHECKING - ID 50 ... continued

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/17	Withdrawal POS #00009369 TARGET T1752 SANDY S TO Sandy UT	-30.82	11,831.38
10/17	Withdrawal POS #229115760880 GYMBOREE #0321 SANDY UT	-14.02	11,817.36
10/17	Check 000922	-28.00	11,789.36
10/18	Withdrawal POS #229243555287 Wal-Mart Super Center 2307 WAL-SAMS SOUTH JORDAN UT	-18.47	11,770.89
10/19	Withdrawal METLIFE INSURANC TYPE: BILL PAYMT CO: METLIFE INSURANC	-43.30	11,727.59
10/19	Withdrawal Debit Card 10/18 24055232293286188900900 ARCHIBALD'S RESTAURANT WEST JORDAN UT	-22.39	11,705.20
10/19	Check 000921	-36.00	11,669.20
10/20	Withdrawal POS #779117 COSTCO WHSE #0487 11100 S AUTOMALL DR SANDY CITY UT	-137.63	11,531.57
10/22	Withdrawal Debit Card 10/19 24427332294710013250908 PARADISE BAKERY & CAFE SANDY UT	-15.85	11,515.72
10/22	Withdrawal Debit Card 10/19 24493982294286099801873 CAFE ZUPAS PROVO PROVO UT	-21.52	11,494.20
10/22	Withdrawal Home Banking Transfer To Share 06	-80.00	11,414.20
10/22	Deposit by Check	3,431.51	14,845.71
10/22	Withdrawal POS #229614937673 FRESH MARKET DRAPER DRAPER UT	-14.15	14,831.56
10/22	Check 000920	-168.00	14,663.56
10/23	Withdrawal Debit Card 10/22 24717052297122970714563 HEALTH CNTR CLINIC WP 801-4421236 UT	-7.66	14,655.90
10/23	Withdrawal POS #229716000239 USPS 4978200175 8850 S 700 E SANDY UT	-16.95	14,638.95
10/23	Withdrawal POS #009763 HOB-LOB #440 9347 South Quarry Bend Sandy UT	-7.70	14,631.25
10/23	Withdrawal POS #229748354755 Wal-Mart Super Center 5235 WAL-SAMS SANDY UT	-105.28	14,525.97
10/23	Withdrawal POS #229755888395 Wal-Mart Super Center 5235 WAL-SAMS SANDY UT	-14.48	14,511.49
10/23	Check 000916	-1,500.00	13,011.49
10/23	Check 000923	-15.00	12,996.49
10/24	Withdrawal QUESTAR GAS% TYPE: BILL PAYMT CO: QUESTAR GAS%	-28.89	12,967.60
10/24	Withdrawal SANDY SUBURBAN% TYPE: BILL PAYMT CO: SANDY SUBURBAN%	-30.08	12,937.52
10/24	Withdrawal DISCOVER CARD SE	-626.62	12,310.90

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CREDIT UNION

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: ****

STATEMENT DATE: 10/01/12 - 10/31/12

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CHECKING - ID 50 ... continued

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
	TYPE: BILL PAYMT CO: DISCOVER CARD SE		
10/24	Withdrawal Debit Card	-1.82	12,309.08
	10/22 24013392297001284047390 HELP U MAIL SANDY UT		
10/24	Withdrawal Debit Card	-9.07	12,300.01
	10/23 24224432298104021343260 SMASHBURGER #1060 DRAPER UT		
10/25	Withdrawal POS #547863	-100.95	12,199.06
	Staples, Inc. 10355 South State St SANDY UT		
10/25	Withdrawal POS #00007959	-84.36	12,114.70
	TARGET T1752 SANDY S TO Sandy UT		
10/26	Deposit STATE OF UTAH	4,546.35	16,661.05
	TYPE: PAYROLL AMT: 4,546.35		
	CO: STATE OF UTAH		
10/26	Withdrawal Debit Card	-24.15	16,636.90
	10/24 24842182299001594647386 KNEADERS 8018387700 DRAPER UT		
10/26	Withdrawal POS #104124	-42.73	16,594.17
	COSTCO WHSE #0487 11100 S AUTOMALL DR SANDY CITY UT		
10/26	Withdrawal POS #230021077452	-21.34	16,572.83
	VERIZON WIRELESS-MOUNTA SANDY UT		
10/26	Withdrawal POS #230021962555	-4.10	16,568.73
	HARMONS - DRAPER DRAPER UT		
10/27	Withdrawal POS #000000000023	-30.92	16,537.81
	CANYONVIEW CLEANER 1373 EAST 10600 SO SANDY UT		
10/29	Withdrawal Debit Card	-7.54	16,530.27
	10/26 24717052301733016731629 COSTA VIDA DRAPER DRAPER UT		
10/29	Withdrawal Debit Card	-21.99	16,508.28
	10/25 24492152300849919879065 MISSIONTIES 8018054731 CA		
10/29	Withdrawal Debit Card	-29.42	16,478.86
	10/25 24639232300900016701167 ORSON GYGI STORE & APPLIA SALT LAKE CIT UT		
10/31	Withdrawal POS #230513127225	-13.84	16,465.02
	HARMONS - DRAPER DRAPER UT		
10/31	Withdrawal POS #000263	-27.76	16,437.26
	BEDBATH&BEYOND#1260 SANDY UT		
10/31	Withdrawal Adjustment POS #00006556	25.63	16,462.89
	TARGET T1752 SANDY S TO Sandy UT		
10/31	Withdrawal POS #00006258	-8.35	16,454.54
	TARGET T1752 SANDY S TO Sandy UT		
10/31	Withdrawal POS #129846	-51.22	16,403.32
	COSTCO WHSE #0487 11100 S AUTOMALL DR SANDY CITY UT		
10/31	Withdrawal POS #230585546559	-71.31	16,332.01
	Wal-Mart Super Center 5235 WAL-SAMS SANDY UT		

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****
STATEMENT DATE: 10/01/12 - 10/31/12
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CHECKING - ID 50 ... continued

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/31	Check 000924	-105.00	16,227.01
	Avg Checking Bal for Oct \$13,170.29		
10/31	Deposit Interest 0.100%	1.12	16,228.13
	Annual Percentage Yield Earned 0.100% from 10/01/12 thru 10/31/12		
10/31	Ending Balance		16,228.13
	Interest Earned Year to Date	11.87	
	Interest Earned in 2011	16.16	

Checks Cleared

Number	Amount	Number	Amount	Number	Amount
913	34.94	917	15.00	921	36.00
914	50.00	918	79.00	922	28.00
915	80.00	919	1,380.00	923	15.00
916	1,500.00	920	168.00	924	105.00

12 Checks Cleared for \$3,481.94

* Indicates checks out of sequence

ATM Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
10/01/12	102.32	Withdrawal POS	10/03/12	12.48	Withdrawal POS
10/03/12	7.54	Withdrawal POS	10/04/12	65.55	Withdrawal POS
10/04/12	102.77	Withdrawal POS	10/04/12	19.49	Withdrawal POS
10/05/12	94.07	Withdrawal POS	10/06/12	64.08	Withdrawal POS
10/08/12	26.68	Withdrawal POS	10/10/12	54.62	Withdrawal POS
10/11/12	17.86	Withdrawal POS	10/11/12	3,016.15	Withdrawal POS
10/12/12	21.00	Withdrawal POS	10/12/12	76.93	Withdrawal POS
10/15/12	71.73	Withdrawal POS	10/17/12	11.35	Withdrawal POS
10/17/12	30.82	Withdrawal POS	10/17/12	14.02	Withdrawal POS
10/18/12	18.47	Withdrawal POS	10/20/12	137.63	Withdrawal POS
10/22/12	14.15	Withdrawal POS	10/23/12	16.95	Withdrawal POS
10/23/12	7.70	Withdrawal POS	10/23/12	105.28	Withdrawal POS
10/23/12	14.48	Withdrawal POS	10/25/12	100.95	Withdrawal POS
10/25/12	84.36	Withdrawal POS	10/26/12	42.73	Withdrawal POS
10/26/12	21.34	Withdrawal POS	10/26/12	4.10	Withdrawal POS
10/27/12	30.92	Withdrawal POS	10/31/12	13.84	Withdrawal POS
10/31/12	27.76	Withdrawal POS	10/31/12	8.35	Withdrawal POS
10/31/12	51.22	Withdrawal POS	10/31/12	71.31	Withdrawal POS

36 ATM Withdrawals and Other Charges for \$4,581.00

ATM Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
10/31/12	25.63	Withdrawal Adjustment POS			

1 ATM Deposits and Other Credits for \$25.63

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****

STATEMENT DATE: 10/01/12 - 10/31/12

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CHECKING - ID 50 ... continued

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
10/01/12	53.00	Withdrawal Debit Card	10/01/12	140.00	Withdrawal Debit Card
10/01/12	132.00	Withdrawal Home Banking Transfer	10/01/12	5,000.00	Withdrawal Home Banking Transfer
10/01/12	10,500.00	Withdrawal Home Banking Transfer	10/01/12	275.00	Withdrawal Home Banking Transfer
10/03/12	26.44	Withdrawal	10/03/12	76.64	Withdrawal
10/03/12	195.06	Withdrawal	10/03/12	212.33	Withdrawal
10/03/12	1,000.00	Withdrawal	10/03/12	1,080.00	Withdrawal
10/09/12	8.19	Withdrawal Debit Card	10/09/12	13.68	Withdrawal Debit Card
10/09/12	28.57	Withdrawal Debit Card	10/09/12	37.39	Withdrawal Debit Card
10/12/12	10.00	Withdrawal Home Banking Transfer	10/15/12	8.79	Withdrawal
10/15/12	10.66	Withdrawal	10/16/12	1.85	Withdrawal Debit Card
10/17/12	20.17	Withdrawal Debit Card	10/19/12	43.30	Withdrawal
10/19/12	22.39	Withdrawal Debit Card	10/22/12	15.85	Withdrawal Debit Card
10/22/12	21.52	Withdrawal Debit Card	10/22/12	80.00	Withdrawal Home Banking Transfer
10/23/12	7.66	Withdrawal Debit Card	10/24/12	28.89	Withdrawal
10/24/12	30.08	Withdrawal	10/24/12	626.62	Withdrawal
10/24/12	1.82	Withdrawal Debit Card	10/24/12	9.07	Withdrawal Debit Card
10/26/12	24.15	Withdrawal Debit Card	10/29/12	7.54	Withdrawal Debit Card
10/29/12	21.99	Withdrawal Debit Card	10/29/12	29.42	Withdrawal Debit Card

36 Withdrawals and Other Charges for \$19,800.07

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
10/01/12	16,797.82	Deposit by Check	10/11/12	450.00	Deposit Home Banking Transfer
10/12/12	4,546.35	Deposit	10/22/12	3,431.51	Deposit by Check
10/26/12	4,546.35	Deposit	10/31/12	1.12	Deposit Interest

6 Deposits and Other Credits for \$31,773.15

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date	105.60
Total Interest Earned in 2011	148.41

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PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") is entered into on Sept. 15th, 2009, by and between John E. Swallow (the "Seller"), and I-Aware Products Enterprises, LLC ("the Buyer").

RECITALS:

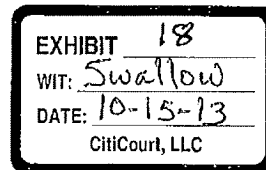
WHEREAS, Seller is the owner and is willing to sell each of the assets shown on the attached Exhibit "A" (the "Assets") for fair market value as set forth on Exhibit "A."

WHEREAS, Buyer desires to purchase the Assets from Seller upon the terms and conditions set forth below.

NOW THEREFORE IT IS AGREED:

1. SALE OF ASSETS: For the sum of \$5,000 (the "Purchase Price"), payable pursuant to that Promissory Note attached hereto as Exhibit "A" and incorporated herein by this reference, Seller hereby sells, assigns and transfers the Assets to Buyer.

2. ADJUSTMENT OF PURCHASE PRICE. The Purchase Price for the Assets is the fair market value of the assets as of the date of this Agreement. The fair market value has been established by independent appraisals, recent comparable purchases, and other means set forth on Exhibit "A" (the "Valuation"). If at any time on or before the 15th anniversary of the effective date of this Agreement, any of the parties to the transaction (including any successor or assign of an original party) comes into possession of reasonable evidence that the Valuation may have been in material error (whether because the appraiser used improper methods, relied on incorrect facts, failed to take into account material facts, or otherwise), then any party to the Purchase Agreement may require a reappraisal of the Assets by an independent professional appraiser (the "New Appraisal"). The appraiser shall be selected by Seller and Buyer (or their respective successors and assigns). If they are unable to agree on an appraiser, each shall select an independent appraiser and the two independent appraisers selected shall select a third independent appraiser who shall determine the fair market value of the Assets at the time of the transaction. The determination of the fair market value by the third appraiser shall be conclusive and binding on all parties. The cost of the New Appraisal shall be borne equally by Seller and Buyer. The Purchase Price shall be automatically adjusted to an amount that is equal to the value of the Assets as of the effective date of this Agreement as determined by the New Appraisal. The face amount of the Promissory Note shall likewise be adjusted to the extent appropriate, and the interest on the Promissory Note shall be recomputed from the effective date of this Agreement, with annual compounding to reflect the failure to pay any additional accrued interest each year, and the resulting additional interest shall be payable by Buyer within 60 days from the date on which the New Appraisal is issued.



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3. ASSIGNMENT AND GRANT OF SECURITY INTEREST. Buyer hereby assigns to Seller, for purposes of security, and grants to Seller a security interest in the Assets, and in all proceeds thereof (the "Collateral"). Buyer and Seller acknowledge their mutual intentions that the assignment and security interest contemplated herein are given as a contemporaneous exchange for new value to Buyer, regardless of when advances to Buyer are actually made or when the Collateral is created.

4. PERFECTION, ENFORCEMENT AND RELEASE OF ASSIGNMENT AND SECURITY INTEREST. Buyer agrees to promptly execute and deliver any documents reasonably requested by Seller for perfection or enforcement of this Agreement and the security interest created hereby, and to give good faith and diligent cooperation to Seller and to perform such other acts reasonably requested by Seller for perfection and enforcement of said security interest. The Collateral shall be released pro-rata as payments are made under the Promissory Note.

5. REMEDIES. Upon the occurrence of any default by Buyer pursuant to the Promissory Note, Seller shall have the right to recover possession of the Collateral and transfer the Collateral to Seller's name, whereupon Buyer's rights and ownership in the Collateral shall be terminated and Seller shall be the owner of the Collateral.

6. ASSIGNMENT OF PROMISSORY NOTE. The Promissory Note shall be transferable and assignable by the Seller without the consent of the Buyer or any other person.

7. NOTICES. All notices or demands by any party hereto shall be in writing and may be sent by regular mail. Notices shall be deemed received when deposited in a United States post office box, postage prepaid, properly addressed to Buyer or Seller at the mailing addresses stated herein or to such other addresses as Buyer or Seller may from time to time specify in writing. Any notice otherwise delivered shall be deemed to be given when actually received by the addressee.

8. GENERAL. This Agreement is made for the sole and exclusive benefit of Buyer and Seller and is not intended to benefit any third party. No third party may claim any right or benefit or seek to enforce any term or provision of this Agreement.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Buyer and Seller as to the subject matter hereof and may not be altered or amended except by written agreement signed by Buyer and Seller. All prior and contemporaneous understandings between the parties hereto as to the subject matter hereof are rescinded.

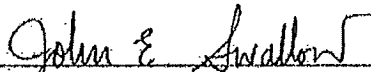
10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Utah.

11. SEVERABILITY. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and

any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. PRONOUNS. All references in this Agreement to the singular shall be deemed to include the plural if the context so requires and visa versa. References in the collective or conjunctive shall also include the disjunctive unless the context otherwise clearly requires a different interpretation.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective on the day and year first above written.


John E. Swallow, Seller

I-AWARE PRODUCTS ENTERPRISES, LLC,
Buyer


By: 
John E. Swallow, Manager

EXHIBIT A
SCHEDULE OF ASSETS
SOLD TO
I-AWARE PRODUCTS ENTERPRISES, LLC

50.00% interest in Infolock, LLC,
a Utah limited liability company

\$5,000

PROMISSORY NOTE

\$5,000

_____, 2009

1. Payments. For value received, I-Aware Products Enterprises, LLC (hereinafter referred to as "Borrower"), promises to pay to the order of John E. Swallow (hereinafter referred to as "Payee"), the sum of \$5,000 in lawful money of the United States with interest thereon at the applicable federal rate.

2. Demand. Principal and interest shall be payable on demand at place the payee shall from time to time direct, in writing, to the Borrower.

3. Allocation of Payments. All payments shall be applied first to accrued interest and the remainder, if any, to principal.

4. Deemed Payments. Notwithstanding any of the above, this Note shall become due and payable in full at the time the death of Payee becomes imminent. If payment is not made immediately at such time in cash, payment shall be deemed to have been made from the assets of the Borrower. The particular assets used in the payment of the note and their value shall be determined in a manner agreed upon by both parties, or in the event that they cannot agree, then the payment of the note shall be made from the assets of the Borrower pro rata, as soon as reasonably possible after the time of the deemed payment.

5. Default. If default occurs in the payment of any principal or interest when due, time being the essence hereof, then the entire unpaid balance, with interest as aforesaid, shall, at the election of the holder hereof, and without notice of such election, become immediately due and payable in full.

If this Promissory Note becomes in default as aforesaid, Borrower agrees to pay to the holder hereof all collection costs, including reasonable attorney's fees and legal expenses, in addition to all other sums due hereunder.

Borrower hereby waives diligence, notice of default, presentment for payment, demand, protest, notice of protest and of non-payment and of dishonor, and consents to extensions of time, renewal, waivers or modifications without notice.

This Promissory Note shall be transferable and assignable by the Payee without the consent of the Borrower or any other person.

6. Prepayment. Prepayment of interest and principal may be made at any time without penalty.

7. Concurrent Agreements. This Promissory Note is made in accordance with that certain **PURCHASE AGREEMENT** entered into effective on _____, 2009 between Borrower and Payee (the "Agreement") and is secured by the Collateral identified in and

JS000106

contemplated by the Agreement. Borrower acknowledges that the face amount of this Note may be subject to adjustment as more fully set forth in the Agreement and consents to such adjustment if it is required.

8. Governing Law. This Note is made and delivered in Utah and shall be governed by the laws of Utah.

I-AWARE PRODUCTS ENTERPRISES, LLC,
Buyer

By: John E. Anallor
Its Manager

- 2 -

JS000107

**AMORTIZATION SCHEDULE
FOR PROMISSORY NOTE
DATED _____, 2009**

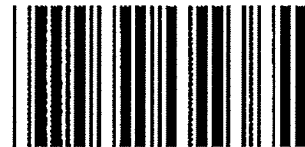
<u>Transaction</u>	<u>Principal</u>	<u>Interest</u>	<u>Remaining Balance</u>
Initial Obligation	\$5,000	\$0	\$5,000
Payment dated			
Payment dated			
Payment dated			
Payment dated			
Payment dated			
Final Payment			

JS000108



State of Utah
DEPARTMENT OF COMMERCE
Division of Corporations & Commercial Code

Summary of Online Changes



Business Name: I-AWARE PRODUCTS ENTERPRISES LLC

Entity number: 7460765-0160

Date of Filing: 03/15/2012

PREVIOUS Registered Principals:

Name John Swallow
Position Manager
Address 1263 E Bell View Circle
Sandy, UT 84094

Name John Swallow
Position Registered Agent
Address 1263 E Bell View Circle
Sandy, UT 84094

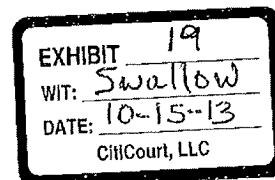
UPDATED Registered Principals:

Name SUZANNE SWALLOW
Position Registered Agent
Address 1263 E Bell View Circle
Sandy, UT 84094

Name SUZANNE SWALLOW
Position Manager
Address 1263 E Bell View Circle
Sandy, UT 84094

Suzanne Swallow 03/15/2012

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.



STATEMENT OF ACCOUNT

ACCOUNT NUMBER: XXXXX
 STATEMENT DATE: 09/01/10 - 09/30/10
 801-325-6228 • 1-800-748-4302
 www.macu.com

I-AWARE PRODUCTS ENTERPRISES, LLC
 1263 BELL VIEW CIR
 SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

01 PRIMARY SAVINGS \$25.00 50 BUSINESS CHECKING \$665.00

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
09/01	Previous Balance		25.00
	Ending Balance		25.00
	Interest Earned Year to Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
09/01	Previous Balance		679.61
09/27	Deposit by Check	5,000.00	5,679.61
09/30	Check 001001	-5,000.00	679.61
	Avg Checking Bal for Sep \$1,179.61		
09/30	Withdrawal Checking fees	-14.61	665.00
	Ending Balance		665.00
	Interest Earned Year to Date	0.00	

Checks Cleared

NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT
001001	5000.00						

*Asterisk next to number indicates skip in number sequence.

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
09/30/10	14.61	Withdrawal Fee

EXHIBIT 20
 WIT: Swallow
 DATE: 10-15-13
 CitiCourt, LLC

1001

BAL BROTT FORD

DATE Sept 2016

TO John Swallow or Secura Swallow

DEPOSITS 5,000.00

FOR Chaw/Ask g p p k

TOTAL

THIS CHECK 5,000.00

OTHER

BALANCE

TAX DEDUCTIBLE

1002

DATE

TO

DEPOSITS

TOTAL

THIS CHECK

OTHER

BALANCE

TAX DEDUCTIBLE

1003

DATE

TO

DEPOSITS

TOTAL

THIS CHECK

OTHER

I. Dwyer

EXHIBIT 21
 WIT: Swallow
 DATE: 10-15-13
 ClinCourt, LLC

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: XXXXX
 STATEMENT DATE: 09/01/10 - 09/30/10
 801-325-6228 • 1-800-748-4302
 www.macu.com

JOHN E SWALLOW
 SUZANNE M SWALLOW
 1263 BELL VIEW CIR
 SANDY UT 84094-5098

ACCOUNT SUMMARY**TOTAL SHARES**

01 PRIMARY SAVINGS	\$971.63	05 RETIREMENT SAVINGS	\$313.86
02 PROPERTY TAXES	\$1,606.74	07 MONEY MARKET	\$25,832.54
03 CAR SAVINGS	\$5,421.79	50 CHECKING	\$14,188.49
04 EDUCATION SAVINGS	\$8,873.30		

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
09/01	Previous Balance		971.43
09/30	Deposit Interest 0.250%	0.20	971.63
	Annual Percentage Yield 0.250% from 09/01/10 through 09/30/10.		
	Ending Balance		971.63
	Interest Earned Year to Date	2.57	

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
09/30/10	0.20	Deposit Interest			

PROPERTY TAXES - ID 02

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
09/01	Previous Balance		1,356.40
09/01	Deposit Home Banking Transfer From Share 50	250.00	1,606.40
	Online Branch Sep. 01, 2010 10:03 Ref: 979903		
09/30	Deposit Interest 0.250%	0.34	1,606.74
	Annual Percentage Yield 0.260% from 09/01/10 through 09/30/10.		
	Ending Balance		1,606.74
	Interest Earned Year to Date	3.32	

EXHIBIT 22

WIT: Swallow

DATE: 10-15-13

CHICourt, LLC

STATEMENT OF ACCOUNT

ACCOUNT NUMBER: XXXXX
 STATEMENT DATE: 09/01/10 - 09/30/10
 801-325-6228 • 1-800-748-4302
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CHECKING Continued - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
09/27	Withdrawal POS #584764 WAL-MART #5235 9151 SOUTH QUARRY BLVD SANDY (E) UT	-130.58	13,162.02
09/27	Check 000678	-450.00	12,712.02
09/28	Withdrawal Debit Card 09/25 24019510270270310463905 QUIZNOS DRAPER UT	-14.46	12,697.56
09/28	Check 000681	-60.63	12,636.93
09/28	Check 000680	-17.50	12,619.43
09/29	Deposit by Check	5,000.00	17,619.43
09/29	Check 000684	-3,407.94	14,211.49
09/29	Check 000682	-7.00	14,204.49
09/30	Withdrawal Debit Card 09/29 24246510273207000360035 MAILBOX STORE & MORE SANDY UT	-5.00	14,199.49
09/30	Withdrawal POS #000091 HARMONS GROCERY 672 E 11400 S DRAPER UT Avg Checking Bal for Sep \$12,787.13	-12.06	14,187.43
09/30	Deposit Interest 0.100%	1.06	14,188.49
	Annual Percentage Yield 0.100% from 09/01/10 through 09/30/10.		
	Ending Balance		14,188.49
	Interest Earned Year to Date	21.71	

Checks Cleared

NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT
000645	100.00	000671	1550.00	000674	60.00	000678	450.00	000682	7.00
000669*	20.00	000672	106.85	000675	5.34	000680*	17.50	000684*	3407.94
000670	27.00	000673	21.00	000677*	20.00	000681	60.63		

14 Checks Cleared \$5,853.26

*Asterisk next to number indicates skip in number sequence.

ATM Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
09/01/10	23.24	Withdrawal POS	09/18/10	7.66	Withdrawal POS
09/01/10	49.29	Withdrawal POS	09/20/10	107.46	Withdrawal POS
09/02/10	68.66	Withdrawal POS	09/20/10	49.86	Withdrawal POS
09/03/10	62.96	Withdrawal POS	09/20/10	10.67	Withdrawal POS
09/07/10	13.68	Withdrawal POS	09/21/10	108.94	Withdrawal POS
09/07/10	137.34	Withdrawal POS	09/21/10	7.08	Withdrawal POS
09/08/10	117.51	Withdrawal POS	09/22/10	18.15	Withdrawal POS
09/08/10	234.49	Withdrawal POS	09/23/10	19.62	Withdrawal POS
09/08/10	85.46	Withdrawal POS	09/23/10	27.71	Withdrawal POS
09/09/10	43.73	Withdrawal POS	09/24/10	19.22	Withdrawal POS
09/14/10	88.06	Withdrawal POS	09/24/10	13.84	Withdrawal POS
09/14/10	51.01	Withdrawal POS	09/25/10	6.78	Withdrawal POS
09/15/10	13.88	Withdrawal POS	09/27/10	38.11	Withdrawal POS

STATEMENT OF ACCOUNT

ACCOUNT NUMBER: XXXXX
 STATEMENT DATE: 09/01/10 - 09/30/10
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ATM Withdrawals and Other Charges Continued

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
09/15/10	13.88	Withdrawal POS	09/27/10	15.00	Withdrawal POS
09/17/10	23.78	Withdrawal POS	09/27/10	169.50	Withdrawal POS
09/17/10	62.99	Withdrawal POS	09/27/10	130.58	Withdrawal POS
09/18/10	40.88	Withdrawal POS	09/30/10	12.06	Withdrawal POS

34 ATM Withdrawals and Other Charges \$1,893.08

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
09/01/10	42.30	Withdrawal	09/16/10	35.26	Withdrawal Debit Card
09/01/10	4.58	Withdrawal Debit Card	09/16/10	75.00	Withdrawal Debit Card
09/01/10	34.22	Withdrawal Debit Card	09/16/10	3,600.00	Withdrawal Home Banking
09/01/10	400.00	Withdrawal Home Banking Transfer	09/17/10	47.55	Withdrawal Debit Card
09/01/10	250.00	Withdrawal Home Banking Transfer	09/20/10	16.02	Withdrawal Debit Card
09/03/10	67.87	Withdrawal	09/20/10	53.41	Withdrawal Debit Card
09/03/10	100.00	Withdrawal	09/21/10	3.56	Withdrawal Debit Card
09/03/10	195.47	Withdrawal	09/22/10	6.09	Withdrawal Debit Card
09/03/10	229.65	Withdrawal	09/24/10	1.22	Withdrawal Debit Card
09/03/10	1,000.00	Withdrawal	09/24/10	8.57	Withdrawal Debit Card
09/03/10	1,080.00	Withdrawal	09/24/10	12.09	Withdrawal Debit Card
09/07/10	9.50	Withdrawal Debit Card	09/24/10	45.00	Withdrawal Debit Card
09/07/10	17.81	Withdrawal Debit Card	09/27/10	177.01	Withdrawal
09/07/10	31.85	Withdrawal Debit Card	09/27/10	4,523.50	Withdrawal
09/08/10	35.00	Withdrawal Debit Card	09/27/10	10.00	Withdrawal Debit Card
09/13/10	10.75	Withdrawal Debit Card	09/27/10	10.81	Withdrawal Debit Card
09/14/10	25.13	Withdrawal Debit Card	09/27/10	18.15	Withdrawal Debit Card
09/15/10	8.79	Withdrawal	09/27/10	29.60	Withdrawal Debit Card
09/15/10	10.66	Withdrawal	09/27/10	31.64	Withdrawal Debit Card
09/15/10	57.00	Withdrawal Debit Card	09/28/10	14.46	Withdrawal Debit Card
09/16/10	10.67	Withdrawal Debit Card	09/30/10	5.00	Withdrawal Debit Card

42 Withdrawals and Other Charges \$12,339.19

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
09/01/10	400.00	Deposit Home Banking Transfer	09/17/10	4,245.67	Deposit
09/03/10	4,157.75	Deposit	09/23/10	13.88	Withdrawal Adjustment Debit Card
09/09/10	140.50	Deposit Home Banking Transfer	09/27/10	3,259.82	Deposit by Check
09/16/10	85.00	Deposit Home Banking Transfer	09/29/10	5,000.00	Deposit by Check
09/16/10	5,329.25	Deposit by Check	09/30/10	1.06	Deposit Interest

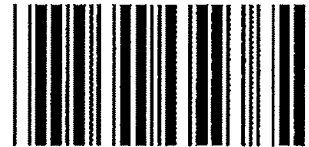
10 Deposits and Other Credits \$22,632.93

23



State of Utah
DEPARTMENT OF COMMERCE
Division of Corporations & Commercial Code

Summary of Online Changes



Business Name: P SOLUTIONS LLC

Entity number: 7810821-0160

Date of Filing: 03/15/2012

PREVIOUS Registered Principals:

Name John Swallow
Position Manager
Address 1263 E Bell View Cr
Sandy, UT 84094

Name Lee McCullough
Position Registered Agent
Address 5255 N Edgewood Dr
Provo, UT 84604

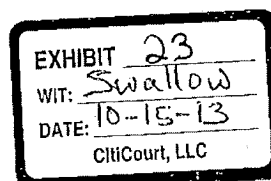
UPDATED Registered Principals:

Name SUZANNE SWALLOW
Position Registered Agent
Address 1263 E Bell View Circle
Sandy, UT 84094

Name SUZANNE SWALLOW
Position Manager
Address 1263 E Bell View Cr
Sandy, UT 84094

Suzanne Swallow 03/15/2012

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.



24

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**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: ***
STATEMENT DATE: 01/01/11 - 01/31/11
801-325-6228 • 1-800-748-4302

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P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$6,169.25

PRIMARY SAVINGS - ID 01

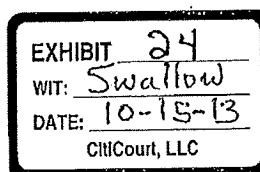
POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
01/01	Previous Balance		25.00
01/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned in 2010	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
01/01	Previous Balance		6,169.25
	Avg Checking Bal for Jan \$6,159.25		
01/31	Ending Balance		6,159.25
	Interest Earned Year To Date	0.00	
	Interest Earned in 2010	0.00	

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00



CONFIDENTIAL

JS000031

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: ****
STATEMENT DATE: 02/01/11 - 02/28/11
801-325-6228 * 1-800-748-4302

www.macu.com

P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84084

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$6,159.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
02/01	Previous Balance		25.00
02/28	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned In 2010	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
02/01	Previous Balance		6,159.25
	Avg Checking Bal for Feb \$6,159.25		
02/28	Ending Balance		6,159.25
	Interest Earned Year To Date	0.00	
	Interest Earned In 2010	0.00	

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000032

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: ****
STATEMENT DATE: 03/01/11 - 03/31/11
801-325-6228 • 1-800-748-4302

www.macu.com

P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$6,159.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
03/01	Previous Balance		25.00
03/31	Ending Balance		
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
03/01	Previous Balance		6,159.25
	Avg Checking Bal for Mar \$6,159.25		
03/31	Ending Balance		6,159.25
	Interest Earned Year To Date	0.00	

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000033

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**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: ****
STATEMENT DATE: 04/01/11 - 04/30/11
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P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$15,242.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
04/01	Previous Balance		25.00
04/30	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
04/01	Previous Balance		6,169.25
04/01	Check 001002 <i>Suzanne</i>	-5,917.00	242.25
04/09	Deposit by Check	15,000.00	15,242.25
	Avg Checking Bal for Apr \$11,242.25		
04/30	Ending Balance		15,242.25
	Interest Earned Year To Date	0.00	

Checks Cleared

NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT
001002	5,917.00				

*Asterisk next to number indicates skip in number sequence

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION
04/09/11	15,000.00	Deposit by Check

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

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JS000034

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 05/01/11 - 05/31/11
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P SOLUTIONS, LLC
1283 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$9,042.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/01	Previous Balance		25.00
05/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/01	Previous Balance		15,242.25
05/11	Check 001003	-13,200.00	2,042.25
05/18	Deposit by Check	7,000.00	9,042.25
	Avg-Checking Bal for May \$9,461.60		
05/31	Ending Balance		9,042.25
	Interest Earned Year To Date	0.00	

Checks Cleared

NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT
001003	13,200.00				

*Asterisk next to number indicates skip in number sequence

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
05/18/11	7,000.00	Deposit by Check			

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

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JS000035



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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****
STATEMENT DATE: 06/01/11 - 06/30/11
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P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY

TOTAL SHARES

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$9,042.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
06/01	Previous Balance		25.00
06/30	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
06/01	Previous Balance		9,042.25
	Avg Checking Bal for Jun \$9,042.25		
06/30	Ending Balance		9,042.25
	Interest Earned Year To Date	0.00	

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000036

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 07/01/11 - 07/31/11
801-325-6228 * 1-800-748-4302

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P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$9,042.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
07/01	Previous Balance		25.00
07/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
07/01	Previous Balance		9,042.25
	Avg Checking Bal for Jul \$9,042.25		
07/31	Ending Balance		9,042.25
	Interest Earned Year To Date	0.00	

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

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JS000037

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 08/01/11 - 08/31/11
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P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$9,042.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
08/01	Previous Balance		25.00
08/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
08/01	Previous Balance		9,042.25
	Avg Checking Bal for Aug \$9,042.25		
08/31	Ending Balance		9,042.25
	Interest Earned Year To Date	0.00	

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000038

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 09/01/11 - 09/30/11
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P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$8,542.26

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
09/01	Previous Balance		25.00
09/30	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
09/01	Previous Balance		9,042.25
09/15	Withdrawal Transfer To SSV MANAGEMENT, XXXXXXXXXX Share 50 Avg Checking Bal for Sep \$8,775.58	-500.00	8,542.25
09/30	Ending Balance		8,542.25
	Interest Earned Year To Date	0.00	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
09/15/11	500.00	Withdrawal Transfer

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

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JS000039



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CREDIT UNION

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****
STATEMENT DATE: 10/01/11 - 10/31/11
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P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY

TOTAL SHARES

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$8,542.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/01	Previous Balance		25.00
10/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/01	Previous Balance		8,542.25
	Avg Checking Bal for Oct \$8,542.25		
10/31	Ending Balance		8,542.25
	Interest Earned Year To Date	0.00	

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

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JS000040



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CREDIT UNION

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****

STATEMENT DATE: 11/01/11 - 11/30/11

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P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY

TOTAL SHARES

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$8,542.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
11/01	Previous Balance		25.00
11/30	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
11/01	Previous Balance		8,542.25
	Avg Checking Bal for Nov \$8,542.25		
11/30	Ending Balance		8,542.25
	Interest Earned Year To Date	0.00	

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000041

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 12/01/11 - 12/31/11
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P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$7,792.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
12/01	Previous Balance		25.00
12/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
12/01	Previous Balance		8,542.25
12/01	Check 001004	750.00	7,792.25
	Avg Checking Bal for Dec \$7,792.25		
12/31	Ending Balance		7,792.25
	Interest Earned Year To Date	0.00	

Checks Cleared

NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT
001004	750.00				

*Asterisk next to number indicates skip in number sequence

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000042

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Mountain America Federal CU

324079555

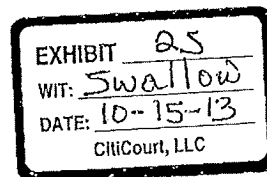
Share Draft - Viewing Image

Front & Back	Sequence	Capture Date	Member No.	Draft No.	Draft Amt.	Hi/Lo	Return Reason	Return Date
<input type="button" value="View"/>	5371752	12/17/2010	[REDACTED]	1001	2100.00			

P SOLUTIONS, LLC 11-10 PH: 801-940-9450 1263 BELL VIEW CIR. SANDY, UT 84064		1001
DATE 10 Dec. 2010		31-766/210
PAY TO THE ORDER OF	Michael R. Cahill	\$ 2,100.00
Two Thousand One Hundred dollars and 00/100		DOLLARS 00
MOUNTAIN AMERICA CREDIT UNION P.O. BOX 1001 • WEST JORDAN, UT • 84094		
FOR DEPOSIT ONLY	John E. Swallow	
001001		

<input type="button" value="View"/>	6833426	04/01/2011	[REDACTED]	1002	5917.00
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P SOLUTIONS, LLC 11-10 PH: 801-940-9450 1263 BELL VIEW CIR. SANDY, UT 84064		1002
DATE 30 March 2011		31-766/210
PAY TO THE ORDER OF	Suzanne Swallow	\$ 5,917.00
Five Thousand Nine Hundred Seventeen and 00/100		DOLLARS 00
MOUNTAIN AMERICA CREDIT UNION P.O. BOX 1001 • WEST JORDAN, UT • 84094		
FOR DEPOSIT ONLY	John E. Swallow	
001002		



MOUNTAIN AMERICA CREDIT UNION SANDY 0060 SANDY, UTAH TELLER: 0119 SEQUENCE # 3683262 3/31/2011 11:46:20 [REDACTED]		<i>Suzanne Swallow</i>	
View	6893162	05/11/2011	1003 13200.00
P SOLUTIONS, LLC 11-10 P.O. BOX 1003 1263 DELL VIEW CIR. SANDY, UT 84094		1003	
PAY TO THE ORDER OF <i>Suzanne Swallow</i>		DATE <i>10 May 2011</i>	
<i>Thirteen Thousand Two Hundred and 00/100</i>		\$ <i>13,200.00</i>	
MOUNTAIN AMERICA CREDIT UNION		DOLLARS & CENTS	
FOR [REDACTED]		<i>Suzanne Swallow</i>	
P.O. BOX 1003		[REDACTED]	
MOUNTAIN AMERICA CREDIT UNION SANDY 0060 SANDY, UTAH TELLER: 1414 SEQUENCE # 4072241 6/10/2011 14:18:53 [REDACTED]		<i>Suzanne Swallow</i>	
View	[REDACTED]	12/01/2011	1004 750.00

P SOLUTIONS, LLC 11-10
PH. 801-949-9450
1263 BELL VIEW CIR.
SANDY, UT 84094

1004

DATE 18 Nov. 2011 21-765/3242

PAY TO THE ORDER OF Michael R. Colwell \$ 750.00

Seven hundred fifty and 00/100 DOLLARS @ 100

MOUNTAIN AMERICA CREDIT UNION
20. 301 EAST P STREET, SALT LAKE CITY, UT 84101-1000

FOR THREE CASH John E. Swallow

⑈001004⑈

View 6958652 01/13/2012 1005 250.00 H

P SOLUTIONS, LLC 11-10
PH. 801-949-9450
1263 BELL VIEW CIR.
SANDY, UT 84094

1005

DATE 11 Jan 2012 21-185/242

PAY TO THE ORDER OF Sandy Harvey Colwell \$ 250.00

Two hundred fifty and 00/100 DOLLARS @ 100

MOUNTAIN AMERICA CREDIT UNION
20. 301 EAST P STREET, SALT LAKE CITY, UT 84101-1000

FOR JESSIE John E. Swallow

⑈001005⑈

2012-01-12 1590 Salt Lake City		BOFD 124000054 1590 Salt Lake C 2012-01-12		FOR DEPOSIT ONLY SANDY UT 84084 010007145		PAY TO THE ORDER OF ZIONS BANK JAN 11 2012	
View	73502356	10/02/2012	1007	16000.00			
<p>P SOLUTIONS, LLC 11-10 PH: 801-949-9450 1863 BELL VIEW CIR. SANDY, UT 84084</p> <p>DATE <u>28 Sept. 2012</u> 31-1992/2012</p> <p>PAY TO THE ORDER OF <u>Suzanne or John Swallow</u> \$ <u>16,000.00</u> <u>Suzanne Swallow</u> <u>16,000.00</u> DOLLARS</p> <p>MOUNTAIN AMERICA CREDIT UNION 18,1001001 - 800-800-0000, 801-222-0000</p> <p>FOR <u>Loan Payment</u> <u>John E. Swallow</u> ⑈001007⑈</p>							1007
<p>MOUNTAIN AMERICA CREDIT UNION SANDY 0060 SANDY, UTAH TELLER: 1874 SEQUENCE # 6103487 10/1/2012 13:00:45</p> <p><i>Suzanne Swallow</i></p>							
View	73502352	10/02/2012	1008	7000.00			

P SOLUTIONS, LLC 11-10
PH 801-848-8450
1203 BELL VIEW CIR.
SANDY, UT 84084

DATE 28 Sept 2012 11-185/214

PAY TO THE ORDER OF SSV Mngt LLC \$ 7,000.00

FOR Transfer to Trust Mngt

MOUNTAIN AMERICA CREDIT UNION
24-20-1001 • 1001 (SANDY, UT 84084) • www.mountaincu.com

JOHN E. SWALLOW

1008

MOUNTAIN AMERICA CREDIT UNION
SANDY 0060
SANDY, UTAH
TELLER: 1074 SEQUENCE # 6102291
10/1/2012 12:59:27
RT: [REDACTED]

SSV MOUNTAINAMERICA LLC
PAY TO THE ORDER OF
MOUNTAIN AMERICA CREDIT UNION
SANDY, UTAH

View 75897786 10/22/2012 [REDACTED] 1006 23500.00

P SOLUTIONS, LLC 11-10
PH 801-848-8450
1203 BELL VIEW CIR.
SANDY, UT 84084

DATE 15 May 2012 11-185/214


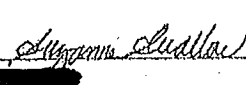
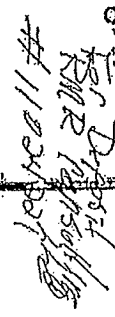
PAY TO THE ORDER OF RMR Consulting \$ 23,500.00

FOR Twenty Three Thousand Five Hundred and 00/100

MOUNTAIN AMERICA CREDIT UNION
24-20-1001 • 1001 (SANDY, UT 84084) • www.mountaincu.com

JOHN E. SWALLOW

1006

>124302529< Bonneville Bank 10/19/2012 0001-4001 R0011 R0013 S004830		
71365206 11/14/2012 1009 23500.00		
P SOLUTIONS, LLC 11-10 P.O. BOX 110-1000 1260 BELL VIEW CIR. SANDY, UT 84001		
DATE 4 Nov. 2012		1009
PAY TO THE ORDER OF <u>RMR Consulting</u> \$23,500.00		
<u>Twenty Three Thousand Five Hundred and 00/100</u> DOLLARS		
MOUNTAIN AMERICA CREDIT UNION FOR <u>Reflex Work St. 1086</u>		
11/13/2012 0001-1001 R0011 R0011 S005280		
71365206 11/14/2012 1009 23500.00		

Total Count	Total Amount
9	\$92,217.00

For technical assistance with TranZact - Please call Member Services (800) 442-5763, option 1.
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P-5d.

1001	BAL BROGT FORD	10 Dec. 2010	8,500.00 (convert check)
DATE	TO	Michael Cahill	
FOR	TOTAL	Trust fee - Super 7	
THIS CHECK	OTHER	Int. # 1140	2,100.00
BALANCE	TAX DEDUCTIBLE	X	6,400.00
6,159.00			

1004	BAL BROGT FORD	2042	50
DATE	TO	5-16-11 Michael Ruchell	7,000.00
FOR	TOTAL	Trust fee -	8,992.00
THIS CHECK	OTHER	Super 7 Trust	750.00
BALANCE	TAX DEDUCTIBLE	X	8,992.00

1002	BAL BROGT FORD	30 March 2010	5917.00
DATE	TO	Suzanne Swadlow Dad	
FOR	TOTAL	Trust - Super 7	
THIS CHECK	OTHER	Confidential	5917.00
BALANCE	TAX DEDUCTIBLE		242.00

1005	BAL BROGT FORD	11 Jan 12	8292.00
DATE	TO	Sandy Colombe	750.00
FOR	TOTAL	Super 7	8292.00
THIS CHECK	OTHER		
BALANCE	TAX DEDUCTIBLE	X	8042.00

1003	BAL BROGT FORD	May 10, 2010	15,242.00
DATE	TO	Suzanne Swadlow Swadlow	15,000.00 (convert)
FOR	TOTAL	Super 7 - 1140	15,242.00
THIS CHECK	OTHER	for Trust property (4K)	13,200.00

1006	BAL BROGT FORD	15 March 2012	16,000.00
DATE	TO	RMK Consulting	16,000.00 (convert)
FOR	TOTAL	Refund	24,042.00
THIS CHECK	OTHER	2 refund 8500 +	73,500.00

CONFIDENTIAL

JS000061

1007

BAL BROT FORD 542 60

DEPOSITS

DATE 9/28/12

TO Susquehanna

FOR pay 16,000 10000

TOTAL 23,500 00

THIS CHECK 16,000 00

OTHER

BALANCE 8042 00

TAX DEDUCTIBLE 16 000

1008

BAL BROT FORD 8042 00

DEPOSITS

DATE 9/28/12

TO Susquehanna

FOR Transfer 7,000 00

TOTAL

THIS CHECK

OTHER

BALANCE 1042 00

TAX DEDUCTIBLE

1009

BAL BROT FORD

DEPOSITS

DATE 4 Nov 2012 VOID

TO RMC Consulting

FOR 1st check 73,500 00

THIS CHECK

OTHER

BALANCE

TAX DEDUCTIBLE

9-501

CONFIDENTIAL

JS000062

MOUNTAIN AMERICA CREDIT UNION
 Sandy Branch
 1284 E 10600 S
 SANDY, UT 84094
 Teller Number: 0255
 Date: 11/24/10
 Transaction Time: 1:55pm
 Effective Date: 11/24/10
 Account Number: *****
 Member Name: P SOLUTIONS, LLC

Sequence Number: 2439443
 Deposit to BUSINESS CHECKING 50
 Transaction Amount: 8,475.00
 New Balance: 8,475.00
 Available Bal: 0.00

Sequence Number: 2439444
 Deposit to PRIMARY SAVINGS 01
 Transaction Amount: 25.00
 New Balance: 25.00
 Available Bal: 0.00
 Check hold to be released 12/02/10
 due to New Account
 Amount held: 8,475.00
 Check hold to be released 12/02/10
 due to New Account
 Amount held: 25.00

Check Received
 Amount: 8,500.00

CONFIDENTIAL

JS000064

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: ****
STATEMENT DATE: 01/01/12 - 01/31/12
801-325-6228 • 1-800-748-4302

www.macu.com

P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY

TOTAL SHARES
PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$7,542.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
01/01	Previous Balance		25.00
01/31	Ending Balance		
	Interest Earned Year To Date	0.00	
	Interest Earned in 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
01/01	Previous Balance		7,792.25
01/13	Check 001005	-250.00	7,542.25
	Avg Checking Bal for Jan \$7,639.02		
01/31	Ending Balance		7,542.25
	Interest Earned Year To Date	0.00	
	Interest Earned in 2011	0.00	

→ Charitable Contribution

Checks Cleared

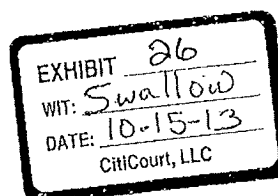
NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT
001005	250.00				

*Asterisk next to number indicates skip in number sequence

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL



JS000043

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
 STATEMENT DATE: 02/01/12 - 02/29/12
 801-325-6228 • 1-800-748-4302

www.macu.com

P SOLUTIONS, LLC
 1263 BELL VIEW CIR
 SANDY UT 84094

ACCOUNT SUMMARY

TOTAL SHARES
 PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$7,542.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
02/01	Previous Balance		25.00
02/29	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
02/01	Previous Balance		7,542.25
	Avg Checking Bal for Feb \$7,542.25		
02/29	Ending Balance		7,542.25
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000044

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
STATEMENT DATE: 03/01/12 - 03/31/12
801-325-6228 • 1-800-748-4302

www.macu.com

P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$7,542.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
03/01	Previous Balance		25.00
03/31	Ending Balance		26.00
	Interest Earned Year To Date	0.00	
	Interest Earned in 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
03/01	Previous Balance		7,542.25
	Avg Checking Bal for Mar \$7,542.25		
03/31	Ending Balance		7,542.25
	Interest Earned Year To Date	0.00	
	Interest Earned in 2011	0.00	

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000045

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: *****
 STATEMENT DATE: 04/01/12 - 04/30/12
 801-325-8228 • 1-800-748-4302

www.macu.com

P SOLUTIONS, LLC
 1263 BELL VIEW CIR
 SANDY UT 84094

ACCOUNT SUMMARY

TOTAL SHARES
 PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$7,542.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
04/01	Previous Balance		25.00
04/30	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
04/01	Previous Balance		7,542.25
	Avg Checking Bal for Apr \$7,642.25		
04/30	Ending Balance		7,542.25
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000046

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: ****
STATEMENT DATE: 05/01/12 - 05/31/12
801-325-8228 • 1-800-748-4302

www.macu.com

P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY

TOTAL SHARES
PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$23,542.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/01	Previous Balance		25.00
05/31	Ending Balance		25.00
	Interest Earned Year To-Date	0.00	
	Interest Earned In 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/01	Previous Balance		7,542.25
05/18	Deposit by Check	15,500.00	23,042.25
05/30	Deposit by Check	500.00	23,542.25
	Avg Checking Bal for May \$14,674.50		
05/31	Ending Balance		23,542.25
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

Loans from John + Suzanne

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
05/18/12	15,500.00	Deposit by Check	05/30/12	500.00	Deposit by Check

2 Deposits and Other Credits for \$16,000.00

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000047

**STATEMENT OF ACCOUNT**

ACCOUNT NUMBER: ****
STATEMENT DATE: 08/01/12 - 08/30/12
801-325-6228 • 1-800-748-4302

www.macu.com

P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$23,542.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
06/01	Previous Balance		25.00
06/30	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

BUSINESS CHECKING - ID 50

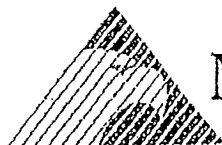
POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
06/01	Previous Balance		23,542.25
	Avg Checking Bal for Jun \$23,542.25		
06/30	Ending Balance		23,542.25
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000048



MOUNTAIN AMERICA

CREDIT UNION

STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****
 STATEMENT DATE: 07/01/12 - 07/31/12
 801-325-6226 * 1-800-746-4302
 www.macu.com

P SOLUTIONS, LLC
 1263 BELL VIEW CIR
 SANDY UT 84094

ACCOUNT SUMMARY

TOTAL SHARES
 PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$23,542.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
07/01	Previous Balance		25.00
07/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned in 2011	0.00	

BUSINESS CHECKING - ID 50

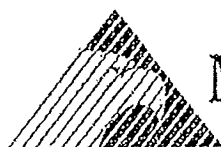
POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
07/01	Previous Balance		23,542.25
	Avg Checking Bal for Jul \$23,542.25		
07/31	Ending Balance		23,542.25
	Interest Earned Year To Date	0.00	
	Interest Earned in 2011	0.00	

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000049



MOUNTAIN AMERICA

CREDIT UNION

STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****
 STATEMENT DATE: 08/01/12 - 08/31/12
 801-325-6228 * 1-800-748-4302
 www.macu.com

P SOLUTIONS, LLC
 1263 BELL VIEW CIR
 SANDY UT 84094

ACCOUNT SUMMARY

TOTAL SHARES
 PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$23,542.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
08/01	Previous Balance		25.00
08/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
08/01	Previous Balance		23,542.25
	Avg Checking Bal for Aug \$23,542.25		
08/31	Ending Balance		23,542.25
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000050

 **MOUNTAIN AMERICA**
CREDIT UNION
P.O. BOX 9001 • WEST JORDAN, UT • 84084-9001

STATEMENT OF ACCOUNT

ACCOUNT NUMBER: ****
STATEMENT DATE: 09/01/12 - 09/30/12
801-325-6228 • 1-800-748-4302

www.macu.com

P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$47,042.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
09/01	Previous Balance		25.00
09/30	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned in 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
09/01	Previous Balance		23,542.25
09/28	Deposit by Check	23,500.00	47,042.25
	Avg Checking Bal for Sep \$25,892.25		
09/30	Ending Balance		47,042.25
	Interest Earned Year To Date	0.00	
	Interest Earned in 2011	0.00	

New Check from Route

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION
09/28/12	23,500.00	Deposit by Check

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000051

 **MOUNTAIN AMERICA**
CREDIT UNION
P.O. BOX 9001 • WEST JORDAN, UT • 84084-9001

STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****
STATEMENT DATE: 10/01/12 - 10/31/12
801-325-6228 • 1-800-748-4302

www.macu.com

P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY**TOTAL SHARES**

PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$542.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/01	Previous Balance		25.00
10/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned in 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
10/01	Previous Balance		47,042.25
10/02	Check 001007	18,000.00	31,042.25
10/02	Check 001008	7,000.00	24,042.25
10/22	Check 001005	23,600.00	542.25
	Avg Checking Bal for Oct \$17,203.54		
10/31	Ending Balance		542.25
	Interest Earned Year To Date	0.00	
	Interest Earned in 2011	0.00	

Handwritten notes:
 Repayment Loan to SS + SS.
 Check to SSV
 Check to Rante

Checks Cleared

NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT
001006	23,600.00	001007	16,000.00	001008	7,000.00

3 Checks Cleared for \$46,500.00

*Asterisk next to number indicates skip in number sequence

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000052

 **MOUNTAIN AMERICA**
CREDIT UNION
P.O. BOX 9001 • WEST JORDAN, UT • 84084-9001

STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****
STATEMENT DATE: 11/01/12 - 11/30/12
801-325-6228 • 1-800-748-4302

www.macu.com

P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY

TOTAL SHARES
PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$522.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
11/01	Previous Balance		25.00
11/30	Ending Balance		25.00
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
11/01	Previous Balance		542.25
11/14	Withdrawal Unpaid 001009 In the amount \$23,500.00. Avg Checking Bal for Nov \$530.91	-20.00	522.25
11/30	Ending Balance		522.25
	Interest Earned Year To Date	0.00	
	Interest Earned In 2011	0.00	

TOTAL FEES:	FOR THIS PERIOD:	YEAR-TO-DATE:
TOTAL OVERDRAFT FEES:	0.00	0.00
TOTAL UNPAID ITEM FEES:	20.00	20.00

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION
11/14/12	20.00	Withdrawal Fee

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000053

 **MOUNTAIN AMERICA**
CREDIT UNION
P.O. BOX 9001 • WEST JORDAN, UT • 84084-9001

STATEMENT OF ACCOUNT

ACCOUNT NUMBER: *****
STATEMENT DATE: 12/01/12 - 12/31/12
801-325-6228 • 1-800-748-4302

www.macu.com

P SOLUTIONS, LLC
1263 BELL VIEW CIR
SANDY UT 84094

ACCOUNT SUMMARY

TOTAL SHARES
PRIMARY SAVINGS \$25.00 BUSINESS CHECKING \$522.25

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
12/01	Previous Balance		25.00
12/31	Ending Balance		25.00
	Interest Earned Year To Date	0.00	

BUSINESS CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
12/01	Previous Balance		522.25
	Avg Checking Bal for Dec \$522.25		
12/31	Ending Balance		522.25
	Interest Earned Year To Date	0.00	

TOTAL FEES:	FOR THIS PERIOD:	YEAR-TO-DATE:
TOTAL OVERDRAFT FEES:	0.00	0.00
TOTAL UNPAID ITEM FEES:	0.00	20.00

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date 0.00

CONFIDENTIAL

JS000054

4/12/11 Check 105 Amount 15,000.00 4/12/11 Check 105 Amount 15,000.00

MMR CONSULTING, LLC 105
DATE 4/12/11
P. Solutions
\$ 15,000.00
BONNEVILLE BANK
100 NORTH 200 WEST, P.O. BOX 400
PROVO, UTAH 84603-0400

MOUNTAIN AMERICA CREDIT UNION
SANDY 0000
SANDY, UTAH
TELLER: 0266 SEQUENCE # 3091720
4/9/2011 10:48:04
R/T: [REDACTED]

4/9/2011 10:48:04
MOUNTAIN AMERICA CREDIT UNION
SANDY, UTAH

EXHIBIT 27
WIT: Swallow
DATE: 10-15-13
CitiCourt, LLC

28

SCHEDULE C
(Form 1040)

Profit or Loss From Business
(Sole Proprietorship)

OMB No. 1545-0074

2011

Department of the Treasury
Internal Revenue Service (99)

For information on Schedule C and its instructions, go to www.irs.gov/schedulec.
Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

Attachment
Sequence No. 09

Name of proprietor

JOHN E SWALLOW

Social security number (SSN)

Enter code from instructions

541990

Employer ID number (EIN), (see instructions)

27-3722407

A Principal business or profession, including product or service (see instructions)

CONSULTING

C Business name, if no separate business name, leave blank.

P SOLUTIONS, LLC

E Business address (including suite or room no.)

City, town or post office, state, and ZIP code

F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify)

G Did you 'materially participate' in the operation of this business during 2011? If 'No,' see instructions for limit on losses. ☒ Yes ☐ No

H If you started or acquired this business during 2011, check here.

I Did you make any payments in 2011 that would require you to file Form(s) 1099? (see instructions) ☐ Yes ☒ No

J If 'Yes,' did you or will you file all required Forms 1099? ☐ Yes ☒ No

Income

1a Merchant card and third party payments. For 2011, enter -0-	1a	0.
b Gross receipts or sales not entered on line 1a (see instructions)	1b	15,000.
c Income reported to you on Form W-2 if the 'Statutory Employee' box on that form was checked. Caution: See instructions before completing this line	1c	
d Total gross receipts. Add lines 1a through 1c	1d	15,000.
2 Returns and allowances plus any other adjustments (see instructions)	2	
3 Subtract line 2 from line 1d	3	15,000.
4 Cost of goods sold (from line 42)	4	
5 Gross profit. Subtract line 4 from line 3	5	15,000.
6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7 Gross income. Add lines 5 and 6	7	15,000.

Expenses. Enter expenses for business use of your home only on line 30.

8 Advertising	8		18 Office expense (see instructions)	18	
9 Car and truck expenses (see instructions)	9		19 Pension and profit-sharing plans	19	
10 Commissions and fees	10		20 Rent or lease (see instructions):		
11 Contract labor (see instructions)	11		a Vehicles, machinery, and equipment	20a	
12 Depreciation	12		b Other business property	20b	
13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13		21 Repairs and maintenance	21	
14 Employee benefit programs (other than on line 19)	14		22 Supplies (not included in Part III)	22	
15 Insurance (other than health)	15		23 Taxes and licenses	23	
16 Interest:			24 Travel, meals, and entertainment:		
a Mortgage (paid to banks, etc.)	16a		a Travel	24a	
b Other	16b		b Deductible meals and entertainment (see instructions)	24b	
17 Legal & professional services	17		25 Utilities	25	
28 Total expenses before expenses for business use of home. Add lines 8 through 27a	28	706.	26 Wages (less employment credits)	26	
29 Tentative profit or (loss). Subtract line 28 from line 7	29	14,294.	27a Other expenses (from line 48)	27a	706.
30 Expenses for business use of your home. Attach Form 8829. Do not report such expenses elsewhere	30		b Reserved for future use	27b	
31 Net profit or (loss). Subtract line 30 from line 29.	31	14,294.			

If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. If you entered an amount on line 1c, see instructions. Estates and trusts, enter on Form 1041, line 3.

If a loss, you must go to line 32.

32 If you have a loss, check the box that describes your investment in this activity (see instructions).

If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. If you entered an amount on line 1c, see the instructions for line 31. Estates and trusts, enter on Form 1041, line 3.

If you checked 32b, you must attach Form 6198. Your loss may be limited.

32a ☐ All investment is at risk.

32b ☐ Some investment is not at risk.

BAA For Paperwork Reduction Act Notice, see your tax return Instructions.

FD120112L 10/25/11

Schedule C (Form 1040) 2011

CONFIDENTIAL

EXHIBIT 28
WIT: Swallow
DATE: 10-15-13
CitiCourt, LLC

JS000835

SCHEDULE C
(Form 1040)

Profit or Loss From Business
(Sole Proprietorship)

OMB No. 1545-0074

2011

Department of the Treasury
Internal Revenue Service (99)

For information on Schedule C and its instructions, go to www.irs.gov/schedulec.
Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

Attachment
Sequence No. 09

Name of proprietor

JOHN E SWALLOW

Social security number (SSN)

A Principal business or profession, including product or service (see instructions)

CONSULTING

AS AMENDED

B Enter code from instructions

541990

C Business name, if no separate business name, leave blank.

P SOLUTIONS, LLC

D Employer ID number (EIN), (see instrs)

27-3722407

E Business address (including suite or room no.)

City, town or post office, state, and ZIP code

F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) _____

G Did you 'materially participate' in the operation of this business during 2011? If 'No,' see instructions for limit on losses. ☒ Yes ☐ No

H If you started or acquired this business during 2011, check here

I Did you make any payments in 2011 that would require you to file Form(s) 1099? (see instructions) ☐ Yes ☒ No

J If 'Yes,' did you or will you file all required Forms 1099? ☐ Yes ☒ No

Part I Income

1a Merchant card and third party payments. For 2011, enter -0-	1a	0.
b Gross receipts or sales not entered on line 1a (see instructions)	1b	22,000.
c Income reported to you on Form W-2 if the 'Statutory Employee' box on that form was checked. Caution: See instructions before completing this line	1c	
d Total gross receipts. Add lines 1a through 1c	1d	22,000.
2 Returns and allowances plus any other adjustments (see instructions)	2	
3 Subtract line 2 from line 1d	3	22,000.
4 Cost of goods sold (from line 42)	4	
5 Gross profit. Subtract line 4 from line 3	5	22,000.
6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7 Gross income. Add lines 5 and 6	7	22,000.

Part II Expenses. Enter expenses for business use of your home only on line 30.

8 Advertising	8		18 Office expense (see instructions)	18	
9 Car and truck expenses (see instructions)	9		19 Pension and profit-sharing plans	19	
10 Commissions and fees	10		20 Rent or lease (see instructions):		
11 Contract labor (see instructions)	11		a Vehicles, machinery, and equipment	20a	
12 Depletion	12		b Other business property	20b	
13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13		21 Repairs and maintenance	21	
14 Employee benefit programs (other than on line 19)	14		22 Supplies (not included in Part III)	22	
15 Insurance (other than health)	15		23 Taxes and licenses	23	
16 Interest:			24 Travel, meals, and entertainment:		
a Mortgage (paid to banks, etc.)	16a		a Travel	24a	
b Other	16b		b Deductible meals and entertainment (see instructions)	24b	
17 Legal & professional services	17		25 Utilities	25	
28 Total expenses before expenses for business use of home. Add lines 8 through 27a	28	706.	26 Wages (less employment credits)	26	
29 Tentative profit or (loss). Subtract line 28 from line 7	29	21,294.	27a Other expenses (from line 48)	27a	706.
30 Expenses for business use of your home. Attach Form 8829. Do not report such expenses elsewhere	30		b Reserved for future use	27b	
31 Net profit or (loss). Subtract line 30 from line 29.					
<ul style="list-style-type: none"> If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. If you entered an amount on line 1c, see instructions. Estates and trusts, enter on Form 1041, line 3. If a loss, you must go to line 32. 	31	21,294.			

32 If you have a loss, check the box that describes your investment in this activity (see instructions).

- If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. If you entered an amount on line 1c, see the instructions for line 31. Estates and trusts, enter on Form 1041, line 3.
- If you checked 32b, you must attach Form 6198. Your loss may be limited.

32a ☐ All investment is at risk.
32b ☐ Some investment is not at risk.

BAA For Paperwork Reduction Act Notice, see your tax return Instructions.

FD/20112L 10/25/11

Schedule C (Form 1040) 2011

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JS000866



MOUNTAIN AMERICA
CREDIT UNION

P.O. BOX 9001 • WEST JORDAN, UT • 84084-9001



STATEMENT OF ACCOUNT

ACCOUNT NUMBER: [REDACTED]

STATEMENT DATE: 05/01/12 - 05/31/12

801-325-8228 • 1-800-748-4302

www.macu.com

JOHN E SWALLOW
SUZANNE M SWALLOW
1263 BELL VIEW CIR
SANDY, UT 84094

[Click here for Reconcile Information](#)

ACCOUNT SUMMARY

TOTAL SHARES			
PRIMARY SAVINGS	\$708.51	PROPERTY TAXES	\$1,986.22
CAR SAVINGS	\$2,563.71	EDUCATION SAVINGS	\$6,392.73
RETIREMENT SAVINGS	\$14.24	POST-MISSION MONEY	\$121.22
MONEY MARKET	\$26,928.05	CHECKING	\$13,010.15

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/01	Previous Balance		5,706.07
05/18	Withdrawal Home Banking Transfer To Share 50 loan	-5,000.00	708.07
05/31	Deposit Interest 0.150%	0.44	708.51
	Annual Percentage Yield Earned 0.160% from 05/01/12 thru 05/31/12		
05/31	Ending Balance		708.51
	Interest Earned Year to Date	2.78	
	Interest Earned in 2011	2.48	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
05/18/12	5,000.00	Withdrawal Home Banking Transfer			
1 Withdrawals and Other Charges for \$5,000.00					

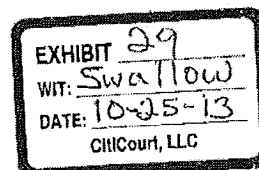
Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
05/31/12	0.44	Deposit Interest			
1 Deposits and Other Credits for \$0.44					

PROPERTY TAXES - ID 02

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/01	Previous Balance		1,690.98
05/01	Deposit Home Banking Transfer From Share 50 May	276.00	1,966.98

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER:

STATEMENT DATE: 05/01/12 - 05/31/12

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Page 2 of 11

PROPERTY TAXES - ID 02 ... continued

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/31	Deposit Interest 0.150%	0.26	1,966.22
	Annual Percentage Yield Earned 0.160% from 05/01/12 thru 05/31/12		
05/31	Ending Balance		1,966.22
	Interest Earned Year to Date	0.90	
	Interest Earned in 2011	2.58	

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
05/01/12	275.00	Deposit Home Banking Transfer	05/31/12	0.26	Deposit Interest

2 Deposits and Other Credits for \$275.26

CAR SAVINGS - ID 03

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/01	Previous Balance		12,862.84
05/01	Deposit Home Banking Transfer From Share 50	200.00	13,062.84
	April		
05/18	Withdrawal Home Banking Transfer To Share 50	-10,500.00	2,562.84
	loan		
05/31	Deposit Interest 0.150%	1.07	2,563.71
	Annual Percentage Yield Earned 0.160% from 05/01/12 thru 05/31/12		
05/31	Ending Balance		2,563.71
	Interest Earned Year to Date	7.21	
	Interest Earned in 2011	17.67	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
05/18/12	10,500.00	Withdrawal Home Banking Transfer			

1 Withdrawals and Other Charges for \$10,500.00

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
05/01/12	200.00	Deposit Home Banking Transfer	05/31/12	1.07	Deposit Interest

2 Deposits and Other Credits for \$201.07

EDUCATION SAVINGS - ID 04

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/01	Previous Balance		11,353.51
05/18	Withdrawal Home Banking Transfer To Share 50	-1,652.00	9,701.51
	wedding reimbursements		
05/21	Withdrawal Home Banking Transfer To Share 60	-2,141.00	7,560.51
	Carmelle (already paid \$500)		
05/24	Withdrawal Home Banking Transfer To Share 50	-1,169.00	6,391.51
	wedding		

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER:

STATEMENT DATE: 05/01/12 - 05/31/12

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EDUCATION SAVINGS - ID 04 ... continued

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/31	Deposit Interest 0.150%	1.22	6,392.73
	Annual Percentage Yield Earned 0.150% from 05/01/12 thru 05/31/12		
05/31	Ending Balance		6,392.73
	Interest Earned Year to Date	5.76	
	Interest Earned In 2011	14.51	

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
05/18/12	1,652.00	Withdrawal Home Banking Transfer	05/21/12	2,141.00	Withdrawal Home Banking Transfer
05/24/12	1,169.00	Withdrawal Home Banking Transfer			
3 Withdrawals and Other Charges for \$4,962.00					

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
05/31/12	1.22	Deposit Interest			
1 Deposits and Other Credits for \$1.22					

RETIREMENT SAVINGS - ID 05

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/01	Previous Balance		14.24
05/31	Ending Balance		14.24
	Interest Earned Year to Date	0.00	
	Interest Earned In 2011	0.17	

POST-MISSION MONEY - ID 06

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/01	Previous Balance		81.20
05/22	Deposit Home Banking Transfer From Share 50 for taylor	60.00	121.20
05/31	Deposit Interest 0.150%	0.02	121.22
	Annual Percentage Yield Earned 0.280% from 05/01/12 thru 05/31/12		
05/31	Ending Balance		121.22
	Interest Earned Year to Date	0.32	
	Interest Earned In 2011	0.88	

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
05/22/12	60.00	Deposit Home Banking Transfer	05/31/12	0.02	Deposit Interest
2 Deposits and Other Credits for \$60.02					

MONEY MARKET - ID 07

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: [REDACTED]

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MONEY MARKET - ID 07 ... continued

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/01	Previous Balance		28,921.19
05/31	Deposit Interest Tiered Rate	6.86	28,928.05
	Annual Percentage Yield Earned 0.300% from 05/01/12 thru 05/31/12		
05/31	Ending Balance		28,928.05
	Interest Earned Year to Date	33.87	
	Interest Earned in 2011	94.01	

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
05/31/12	6.86	Deposit Interest			
1 Deposits and Other Credits for \$6.86					

CHECKING - ID 50

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/01	Previous Balance		11,932.35
05/01	Withdrawal METLIFE	-42.30	11,890.05
	TYPE: PAYMENT CO: METLIFE		
06/01	Withdrawal Home Banking Transfer To Share 03	-200.00	11,690.05
	April		
05/01	Withdrawal Home Banking Transfer To Share 02	-276.00	11,415.05
	May		
05/01	Withdrawal Debit Card	-16.70	11,398.35
	04/28 24164072121982009957246 CORNER BAKERY 01416389 DRAPER UT		
05/01	Deposit	4,990.09	16,388.44
05/01	Withdrawal POS #687222	-96.68	16,291.76
	WAL-MART #5235 8151 SOUTH QUARRY BLVD		
	SANDY (E) UT		
05/01	Withdrawal POS #003459	-33.06	16,258.70
	SMITHS 10305 S. 1300 E. SANDY UT		
05/01	Withdrawal POS #710842	-14.91	16,243.79
	REAMS #9 10860 S 700 EAST SANDY UT		
05/02	Withdrawal Debit Card	-7.86	16,235.94
	05/01 24224432123103000488782 CANYONVIEW CLEANER SANDY UT		
05/02	Withdrawal Debit Card	-21.38	16,214.56
	05/01 24337892123286414200049 SPOONS N SPICE** SANDY UT		
05/02	Withdrawal Debit Card	-23.40	16,191.16
	05/01 24224432123104015849760 KID TO KID SANDY SANDY UT		
05/02	Withdrawal Debit Card	-154.63	16,036.53
	04/30 24493982122207098500032 RODIZIO GRILL AF AMERICAN FORK UT		
05/03	Withdrawal SANDY CITY CORPO	-87.91	15,948.62
	TYPE: BILL PAYMT CO: SANDY CITY CORPO		
05/03	Withdrawal ROCKY MOUNTAIN P	-86.42	15,862.20
	TYPE: BILL PAYMT CO: ROCKY MOUNTAIN P		
05/03	Withdrawal DOVENMUEHLE MORT	-1,000.00	14,862.20

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER:

STATEMENT DATE: 05/01/12 - 05/31/12

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CHECKING - ID 50 ... continued

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/03	TYPE: BILL PAYMT CO: DOVENMUEHLE MORT Withdrawal METROPOLITAN LIF	-1,080.00	13,790.13
05/03	TYPE: BILL PAYMT CO: METROPOLITAN LIF Withdrawal POS #856381	-66.08	13,724.05
05/03	COSTCO WHSE #0487 11100 S AUTOMALL DR SANDY CITY UT Withdrawal POS #212422366173	-27.77	13,696.28
05/04	OFFICE MAX 10957 SOUTH SANDY UT Withdrawal POS #212516008430	-30.80	13,665.48
05/04	USPS 4821080120 12180 SOUTH 300 E DRAPER UT Withdrawal POS #212555979717	-7.47	13,658.01
05/05	ROSS STORES #1063 227 E 12300 S DRAPER UT Withdrawal POS #636141	-72.87	13,585.14
05/07	WAL-MART #6235 9151 SOUTH QUARRY BLVD SANDY (E) UT Withdrawal Debit Card	-1.00	13,584.14
05/07	05/04 24765422126151267229303 ZION'S SECURITIES CO LLC SALT LAKE CITY UT Withdrawal Debit Card	-2.24	13,581.90
05/07	05/05 24013392127010144148809 HELP U MAIL SANDY UT Withdrawal Debit Card	-10.09	13,571.81
05/07	05/05 24692182126000612692414 KNEADER'S S JORDAN SOUTH JORDAN UT Withdrawal Debit Card	-17.34	13,554.47
05/07	05/04 24071052127158173938886 TASTE OF RED IGUANA SALT LAKE CITY UT Withdrawal POS #212815322923	-35.53	13,518.94
05/07	BEDBATH&BEYOND# BEDBATH SANDY UT Withdrawal POS #282949	-66.61	13,452.33
05/07	WAL-MART #5235 9151 SOUTH QUARRY BLVD SANDY (E) UT Check 000885	-200.00	13,252.33
05/08	Withdrawal POS #129001553504 SEE'S CANDIES #294 SOUTH MINUTEMAN DRIVE DRAPER UT	-5.57	13,246.76
05/08	Withdrawal POS #366235 COSTCO WHSE #0487 11100 S AUTOMALL DR SANDY CITY UT	-52.11	13,194.65
05/08	Check 000866	-1,200.00	11,994.65
05/09	Withdrawal Debit Card 05/07 24013392129010250112829 CHOCOLATE COTTAGE LLC SANDY UT	-11.30	11,983.35
05/09	Withdrawal POS #213016008400 USPS 4978200175 8850 S 700 E SANDY UT	-4.85	11,978.50
05/09	Withdrawal POS #213017407844 DILLARDS - 0930 FASHION MURRAY UT	-112.19	11,866.31
05/10	Withdrawal Debit Card 05/08 24692182130000667897387 DESERET BOOK CO 63 SANDY UT	-100.12	11,766.19

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CREDIT UNION

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: [REDACTED]

STATEMENT DATE: 05/01/12 - 05/31/12

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CHECKING - ID 50 ... continued

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/10	Withdrawal POS #213151520808 Wal-Mart Super Center 5235 WAL-SAMS SANDY UT	-130.48	11,636.71
05/10	Check 000067	-300.00	11,336.71
05/11	Deposit STATE OF UTAH TYPE: PAYROLL AMT: 4,278.80 CO: STATE OF UTAH	4,278.80	15,614.61
05/11	Withdrawal METLIFE TYPE: PAYMENT CO: METLIFE	-44.81	15,569.70
05/11	Withdrawal Debit Card 05/08 24164072131982010285014 CORNER BAKERY 01418389 DRAPER UT	-7.32	15,562.38
05/11	Withdrawal POS #000000000012 CANYONVIEW CLEANER 1373 EAST 10800 SO SANDY UT	-10.49	15,551.89
05/11	Check 000069	-787.75	14,764.14
05/11	Withdrawal POS #213300421847 WHITEHSE BLKMKT 6181 TREET MURRAY UT	-52.00	14,712.05
05/11	Withdrawal POS #213230675881 CHALK GARDEN FASION MURRAY UT	-47.01	14,665.04
05/12	Withdrawal POS #399148 HARMONS - DRAPER 672 EAST 11400 SOUTH DRAPER UT	-11.82	14,653.22
05/14	Withdrawal Debit Card 05/11 24010432134072008406172 CHEESECAKE FACTORY #135 MURRAY UT	-58.47	14,594.75
05/14	Withdrawal POS #00007011 TARGET T1762 SANDY S TO Sandy UT	-185.50	14,409.25
05/14	Withdrawal POS #00000058 TARGET T1762 SANDY S TO Sandy UT	-21.36	14,387.89
05/14	Withdrawal POS #213645831019 FAMOUS FOOTWEAR 10450 S STATE S CTR SANDY UT	-21.36	14,366.53
05/14	Withdrawal POS #213638039959 BATH & BODY WORKS 10450 S, STATE STREET SANDY UT	-34.88	14,331.65
05/15	Withdrawal 24 HOUR FITNESS TYPE: DUES CO: 24 HOUR FITNESS	-8.79	14,322.86
05/15	Withdrawal 24 HOUR FITNESS TYPE: DUES CO: 24 HOUR FITNESS	-10.66	14,312.20
05/15	Withdrawal Debit Card 05/14 24733082138200698500453 FOREVER YOUNG SHOES SANDY UT	-49.04	14,263.16
05/15	Withdrawal POS #213641019003 AAA SEW & VAC 8447 S UNION SQ SANDY UT	-78.50	14,184.66
05/15	Withdrawal POS #213816942631 BEDBATH&BEYOND# BEDBATH SANDY UT	-68.37	14,116.29
05/15	Withdrawal POS #540263	-100.18	14,016.10

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JS000641



STATEMENT OF ACCOUNT

ACCOUNT NUMBER: [REDACTED]
STATEMENT DATE: 05/01/12 - 05/31/12
801-325-6226 • 1-800-748-4302
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CHECKING - ID 50 ... continued

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/15	Staples, Inc 10355 South State St SANDY UT Withdrawal POS #21368500004	-108.90	13,808.20
05/15	TRUE SKIN DERMATOLOGY 10011 CENTENIAL PKWY S SANDY UT Withdrawal POS #811065	-111.16	13,798.04
05/15	WAL-MART #5236 8151 SOUTH QUARRY BLVD SANDY (E) UT Withdrawal POS #136001650289	-108.28	13,689.76
05/15	LDS JORDAN RIVER CTR 728 10180 SOUTH 1300 WEST SOUTH JORDAN UT Check 000868	-80.00	13,609.76
05/15	Check 000870	-25.00	13,584.76
05/16	Withdrawal Debit Card 05/16 24224432137103000522204 CANYONVIEW CLEANER SANDY UT	-7.87	13,576.89
05/16	Withdrawal POS #213718356158 HOB-LOB #440 9347 South Sandy UT	-43.24	13,533.65
05/16	Withdrawal POS #137001890438 THE FRAMING ESTABLISHMENT 855 W 10800 SOUTH SOUTH JORDAN UT	-38.46	13,495.19
05/16	Withdrawal POS #213719362768 DILLARDS - 0932 SOUTH T SANDY UT	-84.10	13,431.09
05/16	Withdrawal POS #038583 COSTCO WHSE #0487 11100 S AUTOMALL DR SANDY CITY UT	-230.17	13,200.92
05/17	Withdrawal Debit Card 05/15 24692182137000613715132 DESERET BOOK CO 63 SANDY UT	-86.09	13,144.83
05/17	Check 000871	-18.00	13,126.83
05/18	Deposit Home Banking Transfer From Share 01 loan	5,000.00	18,126.83
05/18	Deposit Home Banking Transfer From Share 03 loan	10,500.00	28,626.83
05/18	Deposit Home Banking Transfer From Share 04 wedding reimbursements	1,662.00	30,278.83
05/18	Withdrawal Adjustment POS #213980014834 ROSS STORES #1063 227 E 12300 S DRAPER UT	7.47	30,286.30
05/18	Withdrawal POS #205486 COSTCO WHSE #0487 11100 S AUTOMALL DR SANDY CITY UT	-29.36	30,256.94
05/18	Withdrawal Adjustment POS #213923336395 HOB-LOB #440 9347 South Sandy UT	13.35	30,270.29
05/18	Withdrawal POS #213923336748 HOB-LOB #440 9347 South Sandy UT	-16.01	30,254.28
05/21	Withdrawal VISA TYPE: BILL PAYMT CO: VISA	-9.37	30,244.91
05/21	Withdrawal QUESTAR GAS%	-15.51	30,229.40

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STATEMENT OF ACCOUNT

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CHECKING - ID 50 ... continued

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
	TYPE: BILL PAYMT CO: QUESTAR GAS%		
05/21	Withdrawal VERIZON WIRELESS	-131.78	30,097.82
	TYPE: BILL PAYMT CO: VERIZON WIRELESS		
05/21	Withdrawal DISCOVER CARD SE	-3,636.29	26,461.33
	TYPE: BILL PAYMT CO: DISCOVER CARD SE		
05/21	Withdrawal Debit Card	-9.84	26,451.69
	06/18 24224432140103000624724 CANYONVIEW CLEANER SANDY UT		
05/21	Deposit Home Banking Transfer From Share 04	2,141.00	28,592.69
	Carmelle (already paid \$500)		
05/21	Check 000872	-15,500.00	13,092.69
05/22	Withdrawal Home Banking Transfer To Share 08	-60.00	13,032.69
	for Taylor		
05/22	Withdrawal Debit Card	-13.70	13,018.99
	06/18 24721872142142366331909 CROWN BURGER SANDY UT		
05/22	Withdrawal POS #214363000005	-84.14	12,934.85
	TRUESKIN DERMATOLOGY 10011 CNTENIAL PKWY S		
	SANDY UT		
05/22	Withdrawal POS #518180	-60.00	12,874.85
	WAL-MART #2307 11328 S JORDAN GATEWAY		
	SOUTH JORDAN UT		
05/22	Withdrawal POS #143001841134	-34.16	12,840.69
	1404 DOWNEAST SOUTHTOWNE 10010 SOUTH STATE		
	STREE SANDY UT		
05/22	Withdrawal POS #550309	-8.89	12,831.80
	REAMS #9 10660 S 700 EAST SANDY UT		
05/22	Check 000875	-325.76	12,506.04
05/23	Withdrawal POS #144001544462	-73.58	12,432.46
	LDS JORDAN RIVER CTR 729 10180 SOUTH 1300		
	WEST SOUTH JORDAN UT		
05/23	Check 000873	-450.00	12,012.46
05/23	Check 000874	-400.00	11,612.46
05/24	Withdrawal Debit Card	-10.57	11,601.89
	05/22 24882162144000512857051 DESERET BOOK CO 63 SANDY UT		
05/24	Withdrawal Debit Card	-17.58	11,584.31
	05/23 24013392144000084350140 SIMPLY THAI SANDY UT		
05/24	Withdrawal Debit Card	-34.20	11,550.11
	05/22 24445002144100182219954 THINGS REMEMBERED 0868 SANDY UT		
05/24	Withdrawal Debit Card	-55.08	11,495.03
	05/22 24892162144000512857036 DESERET BOOK CO 63 SANDY UT		
05/24	Deposit by Check	468.40	11,963.43
05/24	Withdrawal POS #214520008117	-18.00	11,945.43
	USPS 4921080120 12180 SOUTH 300 E DRAPER		
	UT		
05/24	Deposit Home Banking Transfer From Share 04	1,169.00	13,112.43
	wedding		

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CHECKING - ID 50 ... continued

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
05/25	Deposit STATE OF UTAH TYPE: PAYROLL AMT: 4,278.89 CO: STATE OF UTAH	4,278.89	17,391.32
05/26	Withdrawal Debit Card 05/24 2444500214600121782893 WALGREENS #6281 DRAPER UT	-32.84	17,358.48
05/26	Withdrawal POS #271786 HARMONS - DRAPER 672 EAST 11400 SOUTH DRAPER UT	-88.88	17,269.60
05/25	Check 000877	-2,140.82	15,128.78
05/25	Check 000880	-85.00	15,043.78
05/26	Withdrawal POS #479877 HARMONS - DRAPER 672 EAST 11400 SOUTH DRAPER UT	-84.11	14,959.67
05/29	Withdrawal POS #000000000001 CANYONVIEW CLEANER 1373 EAST 10600 SO SANDY UT	-7.85	14,951.82
05/29	Withdrawal POS #081627 SMITHS 10305 S. 1300 E. SANDY UT	-4.69	14,947.13
05/29	Withdrawal Debit Card 05/25 24493982147200789300178 CAFE RIO SANDY SANDY UT	-5.93	14,941.20
05/29	Withdrawal Debit Card 05/25 24692162147000370095379 DESERET BOOK CO 53 SANDY UT	-20.25	14,920.95
05/29	Withdrawal POS #215090260032 Wal-Mart Super Center 2307 WAL-SAMS SOUTH JORDAN UT	-88.91	14,832.04
05/29	Withdrawal POS #118652 COSTCO WHSE #0487 11100 S AUTOMALL DR SANDY CITY UT	-98.20	14,733.84
05/29	Check 000881	-9.00	14,724.84
05/30	Withdrawal METLIFE TYPE: PAYMENT CO: METLIFE	-9.00	14,715.84
05/30	Check 000879	-1,000.00	13,715.84
05/31	Withdrawal Debit Card 05/30 24224432152104022117544 SCHMIDTS - FAMILY TAYLORSVILLE UT	-15.13	13,700.71
05/31	Withdrawal POS #215260058977 BATH & BODY WORKS 10450 S. STATE STREET SANDY UT	-12.82	13,687.89
06/31	Check 000878	-500.00	13,187.89
05/31	Check 000878	-200.00	12,987.89
05/31	Avg Checking Bal for May \$15,382.59		
05/31	Deposit Interest 0.100%	1.31	13,010.15
05/31	Annual Percentage Yield Earned 0.100% from 05/01/12 thru 05/31/12		
05/31	Ending Balance		13,010.15
	Interest Earned Year to Date	8.40	
	Interest Earned in 2011	16.16	

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CHECKING - ID 50 ... continued

Checks Cleared

Number	Amount	Number	Amount	Number	Amount
865	200.00	871	10.00	877	2,140.02
866	1,200.00	872	15,500.00	878	200.00
867	300.00	873	450.00	879	1,000.00
868	50.00	874	400.00	880	85.00
869	787.75	875	325.75	881	9.00
870	25.00	876	500.00		

17 Checks Cleared for \$29,221.53

* Indicates checks out of sequence.

ATM Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
05/01/12	98.58	Withdrawal POS	05/01/12	33.08	Withdrawal POS
05/01/12	14.81	Withdrawal POS	05/03/12	66.08	Withdrawal POS
05/03/12	27.77	Withdrawal POS	05/04/12	30.80	Withdrawal POS
05/04/12	7.47	Withdrawal POS	05/05/12	72.87	Withdrawal POS
05/07/12	35.53	Withdrawal POS	05/07/12	66.61	Withdrawal POS
05/08/12	5.57	Withdrawal POS	05/08/12	62.11	Withdrawal POS
05/09/12	4.85	Withdrawal POS	05/09/12	112.19	Withdrawal POS
05/10/12	130.48	Withdrawal POS	05/11/12	10.48	Withdrawal POS
05/11/12	52.09	Withdrawal POS	05/11/12	47.01	Withdrawal POS
05/12/12	11.82	Withdrawal POS	05/14/12	186.50	Withdrawal POS
05/14/12	21.36	Withdrawal POS	05/14/12	21.36	Withdrawal POS
05/14/12	34.88	Withdrawal POS	05/15/12	78.50	Withdrawal POS
05/15/12	68.37	Withdrawal POS	05/15/12	100.19	Withdrawal POS
05/15/12	100.90	Withdrawal POS	05/15/12	111.18	Withdrawal POS
05/15/12	108.28	Withdrawal POS	05/16/12	43.24	Withdrawal POS
05/16/12	38.46	Withdrawal POS	05/16/12	64.10	Withdrawal POS
05/16/12	230.17	Withdrawal POS	05/18/12	29.36	Withdrawal POS
05/18/12	16.01	Withdrawal POS	05/22/12	84.14	Withdrawal POS
05/22/12	50.00	Withdrawal POS	05/22/12	34.16	Withdrawal POS
05/22/12	8.89	Withdrawal POS	05/23/12	73.68	Withdrawal POS
05/24/12	18.00	Withdrawal POS	05/25/12	89.88	Withdrawal POS
05/28/12	84.11	Withdrawal POS	05/29/12	7.85	Withdrawal POS
05/29/12	4.89	Withdrawal POS	05/29/12	88.91	Withdrawal POS
05/29/12	96.25	Withdrawal POS	05/31/12	12.82	Withdrawal POS

48 ATM Withdrawals and Other Charges for \$2,761.51

ATM Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
05/18/12	7.47	Withdrawal Adjustment POS	05/18/12	13.35	Withdrawal Adjustment POS

2 ATM Deposits and Other Credits for \$20.82

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STATEMENT OF ACCOUNT

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CHECKING - ID 50 ... continued

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
05/01/12	42.30	Withdrawal	05/01/12	200.00	Withdrawal Home Banking Transfer
05/01/12	275.00	Withdrawal Home Banking Transfer	05/01/12	16.70	Withdrawal Debit Card
05/02/12	7.85	Withdrawal Debit Card	05/02/12	21.36	Withdrawal Debit Card
05/02/12	23.49	Withdrawal Debit Card	05/02/12	154.83	Withdrawal Debit Card
05/03/12	67.91	Withdrawal	05/03/12	86.42	Withdrawal
05/03/12	1,000.00	Withdrawal	05/03/12	1,080.00	Withdrawal
05/07/12	1.00	Withdrawal Debit Card	05/07/12	2.24	Withdrawal Debit Card
05/07/12	10.09	Withdrawal Debit Card	05/07/12	17.34	Withdrawal Debit Card
05/08/12	11.30	Withdrawal Debit Card	05/10/12	100.12	Withdrawal Debit Card
05/11/12	44.91	Withdrawal	05/11/12	7.32	Withdrawal Debit Card
05/14/12	58.47	Withdrawal Debit Card	05/15/12	8.79	Withdrawal
05/15/12	10.86	Withdrawal	05/15/12	49.04	Withdrawal Debit Card
05/16/12	7.87	Withdrawal Debit Card	05/17/12	56.09	Withdrawal Debit Card
05/21/12	9.37	Withdrawal	05/21/12	15.51	Withdrawal
05/21/12	131.78	Withdrawal	05/21/12	3,636.29	Withdrawal
05/21/12	9.54	Withdrawal Debit Card	05/22/12	60.00	Withdrawal Home Banking Transfer
05/22/12	13.70	Withdrawal Debit Card	05/24/12	10.57	Withdrawal Debit Card
05/24/12	17.56	Withdrawal Debit Card	05/24/12	34.20	Withdrawal Debit Card
05/24/12	66.08	Withdrawal Debit Card	05/25/12	32.84	Withdrawal Debit Card
05/29/12	5.93	Withdrawal Debit Card	05/29/12	20.25	Withdrawal Debit Card
05/30/12	9.00	Withdrawal	05/31/12	15.13	Withdrawal Debit Card

42 Withdrawals and Other Charges for \$7,447.77

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
05/01/12	4,990.08	Deposit	05/11/12	4,278.90	Deposit
05/18/12	5,000.00	Deposit Home Banking Transfer	05/18/12	10,500.00	Deposit Home Banking Transfer
05/18/12	1,652.00	Deposit Home Banking Transfer	05/21/12	2,141.00	Deposit Home Banking Transfer
05/24/12	466.40	Deposit by Check	05/24/12	1,189.00	Deposit Home Banking Transfer
05/25/12	4,278.89	Deposit	05/31/12	1.31	Deposit Interest

10 Deposits and Other Credits for \$34,477.59

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date	57.23
Total Interest Earned In 2011	148.41

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30

From: Trista Gibson
Sent: Tuesday, April 05, 2011 6:01 PM
To: Cort Walker
Subject: Re: Tax Help

You got it!!!!!! Anything for John :)
Cheers!
Trista Gibson U240

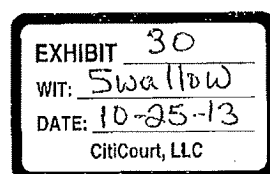
From: Cort Walker
To: Trista Gibson
Sent: Tue Apr 05 17:33:39 2011
Subject: Tax Help

Trista:

John Swallow will be dropping his daughters' taxes by sometime, can you take care of them for him? They are simple 1040EZs. Please do not charge him for the service.

Thanks,

Cort



SCM00603

From: John Swallow [john.swallow1@me.com]
Sent: Wednesday, June 29, 2011 5:50 PM
To: kip@usacashservices.com
Cc: Richard Rawle
Subject: Campaign

Kip:

Here are some things you might say about my candidacy for AG:

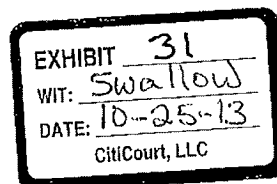
1. I am currently the Chief Deputy AG for Utah. As the number 2 person in the office, I am leading out on many of the premier issues in the State. I am on TV, radio and in the printed media.
2. I have served 3 terms in the State legislature and have secured the nomination on the Republican ticket for Congress twice, narrowly losing to the better known incumbent. The important thing about that is that I know how to win the nomination and this race for AG will be all about the nomination. The Republican nominee will win this statewide race by a 30 point margin.
3. As AG, I will be in a position to help other AGs understand the importance of the cash advance industry. With the passage of the Dodd Frank bill, the CFPB was created, giving far reaching power to the State AGs. This industry will be a focus of the CFPB unless a group of AG's goes to bat for the industry. I am ready and willing to help lead out on that, and having worked with the Utah Association and also in Montana and Wyoming, I well understand and can help create a critical mass of support among the conservative AGs. I have already presented on a panel before AG's on the CFPB issue.
4. I have assembled the very best team in the State, and so far, no one of note has jumped into the race. I will be the clear front runner the moment I announce, which I am going to strategically delay for as long as possible.
5. I would like to raise as much as possible in the third and fourth quarters this year so my year end numbers look strong, to discourage others from jumping in and to dry up support for others.
6. My campaign budget will be \$1.1 million. I have already raised more than \$100k. I hope to raise \$100k from the industry in 2011, and the OLA have committed to raise me 1/2 of that in the third quarter, and that much again early next year.
7. As much as possible, I would like to raise money from companies and individuals not tied to payday, so I do not make this a payday race. So if people you know have another company that does not do payday, so much the better.

The non-payday money needs to go to the "Protect Utah PAC." The Payday money needs to go to the "Utah Prosperity Foundation."

Please do not forward this email.

Thanks for your help.

John



32

Form **1040** Department of the Treasury — Internal Revenue Service (99) **2012** CHG No. 1545-0074 IRS Use Only — Do not write or staple in this space

For the year Jan 1 - Dec 31, 2012, or other tax year beginning: , 2012, ending: , 20

Your first name and initial: **JOHN E SWALLOW** Last name: **SWALLOW** Your social security number: [REDACTED]

Spouse's first name and initial: **SUZANNE M SWALLOW** Last name: **SWALLOW** Spouse's social security number: [REDACTED]

Home address (number and street). If you have a P.O. box, see instructions. Apartment no.: **1263 E. BELL VIEW CIRCLE**

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). Foreign country name: **SANDY, UT 84094** Foreign province/state/country: Foreign postal code:

Presidential Election Campaign: Check here if you, or your spouse if filing jointly, want \$3 to go to this fund? Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status

1 ☐ Single 4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶

2 ☒ Married filing jointly (even if only one had income)

3 ☐ Married filing separately. Enter spouse's SSN above & full name here. ▶ 5 ☐ Qualifying widow(er) with dependent child

Check only one box.

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a. Boxes checked on 6a and 6b: **2**

b ☒ Spouse. No. of children on 6c who:

c Dependents:

(1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) ☒ If child under age 17 qualifying for child tax or (see instrs) ☐ If lived with you. **3**

☐ If did not live with you due to divorce or separation (see instrs). Dependents on 6c not entered above. Add numbers on lines above: **5**

If more than four dependents, see instructions and check here. ▶ ☐

Income

7 Wages, salaries, tips, etc. Attach Form(s) W-2. **195,320.**

8a Taxable interest. Attach Schedule B if required. **127.**

b Tax-exempt interest. Do not include on line 8a. **8b**

9a Ordinary dividends. Attach Schedule B if required. **44.**

b Qualified dividends. **9b** **44.**

10 Taxable refunds, credits, or offsets of state and local income taxes. **10** **634.**

11 Alimony received. **11**

12 Business income or (loss). Attach Schedule C or C-EZ. **12**

13 Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here. **13** **4,555.**

14 Other gains or (losses). Attach Form 4797. **14**

15a IRA distributions. **15a** **15b**

16a Pensions and annuities. **16a** **16b**

17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E. **17** **-38.**

18 Farm income or (loss). Attach Schedule F. **18**

19 Unemployment compensation. **19**

20a Social security benefits. **20a** **20b**

21 Other income. **21**

22 Combine the amounts in the far right column for lines 7 through 21. This is your total income. **22** **200,642.**

Adjusted Gross Income

23 Educator expenses. **23**

24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ. **24**

25 Health savings account deduction. Attach Form 8889. **25**

26 Moving expenses. Attach Form 3903. **26**

27 Deductible part of self-employment tax. Attach Schedule SE. **27**

28 Self-employed SEP, SIMPLE, and qualified plans. **28**

29 Self-employed health insurance deduction. **29**

30 Penalty on early withdrawal of savings. **30**

31a Alimony paid b Recipient's SSN. **31a**

32 IRA deduction. **32**

33 Student loan interest deduction. **33**

34 Tuition and fees. Attach Form 8917. **34**

35 Domestic production activities deduction. Attach Form 8903. **35**

36 Add lines 23 through 35. **36** **0.**

37 Subtract line 36 from line 22. This is your adjusted gross income. **37** **200,642.**

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld. If you did not get a W-2, see instructions. Enclose, but do not attach, any payment. Also, please use Form 1040-V.

BAA For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. FOIA0112L 01/11/13 Form 1040 (2012)

EXHIBIT **32**
WIT: **Swallow**
DATE: **10-25-13**
CitiCourt, LLC

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38 Amount from line 37 (adjusted gross income).....		38	200,642.
Tax and Credits	39a Check <input type="checkbox"/> You were born before January 2, 1948, <input type="checkbox"/> Blind. Total boxes	39a	
	if: <input type="checkbox"/> Spouse was born before January 2, 1948, <input type="checkbox"/> Blind; checked. <input type="checkbox"/> 39b	39b	
Standard Deduction for — • People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions. • All others: Single or Married filing separately, \$5,950 Married filing jointly or Qualifying widow(er), \$11,900 Head of household, \$8,700	40 Itemized deductions (from Schedule A) or your standard deduction (see left margin).....	40	37,210.
	41 Subtract line 40 from line 38.....	41	163,432.
	42 Exemptions. Multiply \$3,800 by the number on line 6d.....	42	19,000.
	43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-.....	43	144,432.
	44 Tax (see instrs). Check if any from: a <input type="checkbox"/> Form(s) 8814 c <input type="checkbox"/> 962 election b <input type="checkbox"/> Form 4972.....	44	28,220.
	45 Alternative minimum tax (see instructions). Attach Form 6251.....	45	0.
	46 Add lines 44 and 45.....	46	28,220.
	47 Foreign tax credit. Attach Form 1116 if required.....	47	
	48 Credit for child and dependent care expenses. Attach Form 2441.....	48	
	49 Education credits from Form 8863, line 19.....	49	
50 Retirement savings contributions credit. Attach Form 8880.....	50		
51 Child tax credit. Attach Schedule 8812, if required.....	51		
52 Residential energy credits. Attach Form 5695.....	52		
53 Other crs from Form: a <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/>	53		
54 Add lines 47 through 53. These are your total credits.....	54		
55 Subtract line 54 from line 46. If line 54 is more than line 46, enter -0-.....	55	28,220.	
Other Taxes	56 Self-employment tax. Attach Schedule SE.....	56	
	57 Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919.....	57	
	58 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required.....	58	
	59a Household employment taxes from Schedule H.....	59a	
	59b First-time homebuyer credit repayment. Attach Form 5405 if required.....	59b	
60 Other taxes. Enter code(s) from instructions.....	60		
61 Add lines 55-60. This is your total tax.....	61	28,220.	
Payments	62 Federal income tax withheld from Forms W-2 and 1099.....	62	32,689.
	63 2012 estimated tax payments and amount applied from 2011 return.....	63	
	64a Earned income credit (EIC).....	64a	
	b Nontaxable combat pay election.....	64b	
	65 Additional child tax credit. Attach Schedule 8812.....	65	
	66 American opportunity credit from Form 8863, line 8.....	66	
	67 Reserved.....	67	
	68 Amount paid with request for extension to file.....	68	
	69 Excess social security and tier 1 RRTA tax withheld.....	69	
	70 Credit for federal tax on fuels. Attach Form 4136.....	70	
71 Credits from Form: a <input type="checkbox"/> 2439 b <input checked="" type="checkbox"/> Reserved c <input type="checkbox"/> 8801 d <input type="checkbox"/> 8885.....	71		
72 Add lines 62, 63, 64a, & 65-71. These are your total payments.....	72	32,689.	
73 If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid.....	73	4,469.	
74a Amount of line 73 you want refunded to you. If Form 8888 is attached, check here <input type="checkbox"/>	74a	4,469.	
74b Routing number.....	74b		
74c Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings.....	74c		
74d Account number.....	74d		
75 Amount of line 73 you want applied to your 2013 estimated tax.....	75		
76 Amount you owe. Subtract line 72 from line 61. For details on how to pay see instructions.....	76		
77 Estimated tax penalty (see instructions).....	77		
Refund	Do you want to allow another person to discuss this return with the IRS (see instructions)? <input checked="" type="checkbox"/> Yes. Complete below. <input type="checkbox"/> No		
Third Party Designee	Designee's name DAVID T. POSEY, CPA Phone no. (801) 533-0409 Personal identification number (PIN) 91948		
Sign Here	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.		
Joint return? See instructions.	Your signature	Date	Your occupation
Keep a copy for your records.	Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation
	Pin/Type preparer's name	Preparer's signature	Date
	DAVID T. POSEY, CPA		
Paid Preparer Use Only	Firm's name PINNOCCK, ROBBINS, POSEY & RICHINS	Firm's EIN 87-0381988	Phone no. (801) 533-0409
	Firm's address 136 E. SOUTH TEMPLE SUITE 2250		
	SALT LAKE CITY, UT 84111		

SCHEDULE A
(Form 1040)

Itemized Deductions

OMB No. 1545-0074

2012

Department of the Treasury
Internal Revenue Service (99)

Information about Schedule A and its separate instructions is at www.irs.gov/form1040.
Attach to Form 1040.

Attachment
Sequence No. 07

Name(s) shown on Form 1040

Your social security number

JOHN E AND SUZANNE M SWALLOW

Medical and Dental Expenses		Caution. Do not include expenses reimbursed or paid by others.			
1	Medical and dental expenses (see instructions)	1			
2	Enter amount from Form 1040, line 38	2			
3	Multiply line 2 by 7.5% (.075)	3			
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4			0.
Taxes You Paid		5 State and local (check only one box):			
a	<input checked="" type="checkbox"/> Income taxes, or	5		9,822.	
b	<input type="checkbox"/> General sales taxes	6		2,308.	
6	Real estate taxes (see instructions)	7			
7	Personal property taxes	8			
8	Other taxes. List type and amount				
9	Add lines 5 through 8	9			12,130.
Interest You Paid		10 Home mtg interest and points reported to you on Form 1098. SEE, ST. 2		10	2,709.
Note. Your mortgage interest deduction may be limited (see instructions).		11 Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying number, and address			
		12 Points not reported to you on Form 1098. See Instrs for spec rules. STMT. 3		12	147.
		13 Mortgage insurance premiums (see instructions)		13	
		14 Investment interest. Attach Form 4952 if required.		14	
		(See Instrs.)			
		15 Add lines 10 through 14		15	2,856.
Gifts to Charity		16 Gifts by cash or check. If you made any gift of \$250 or more, see Instrs. SEE STATEMENT 4		16	
If you made a gift and got a benefit for it, see instructions.		17 Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500		17	
		18 Carryover from prior year		18	
		19 Add lines 16 through 18		19	
Casualty and Theft Losses		20 Casually or theft loss(es). Attach Form 4684. (See instructions.)		20	0.
Job Expenses and Certain Miscellaneous Deductions		21 Unreimbursed employee expenses — job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.)		21	
		22 Tax preparation fees		22	450.
		23 Other expenses — investment, safe deposit box, etc. List type and amount		23	750.
		TRUSTEES FEE 750.		24	1,200.
		24 Add lines 21 through 23		24	
		25 Enter amount from Form 1040, line 38		25	200,642.
		26 Multiply line 25 by 2% (.02)		26	4,013.
		27 Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-		27	0.
Other Miscellaneous Deductions		28 Other — from list in instructions. List type and amount		28	0.
Total Itemized Deductions		29 Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40		29	
		30 If you elect to itemize deductions even though they are less than your standard deduction, check here			

BAA For Paperwork Reduction Act Notice, see Form 1040 Instructions.

FDIA0301L 01/10/13

Schedule A (Form 1040) 2012

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JS000882

SCHEDULE B
(Form 1040A or 1040)

Interest and Ordinary Dividends

OMB No. 1545-0074

2012

Department of the Treasury (99) Attach to Form 1040A or 1040. Information about Schedule B (Form 1040A or 1040) and its instructions is at www.irs.gov/form1040

Attachment Sequence No. 08

Name(s) shown on return

Your social security number

JOHN E AND SUZANNE M SWALLOW

Part I
Interest

(See instructions for Form 1040A, or Form 1040, line 8a.)

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

1 List name of payer, if any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see the instructions and list this interest first. Also, show that buyer's social security number and address.

E*TRADE
MOUNTAIN AMERICA CREDIT UNION

Amount

3.
124.

2 Add the amounts on line 1.
3 Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815.
4 Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a.

127.
127.

Note. If line 4 is over \$1,500, you must complete Part III.

Part II
Ordinary Dividends

(See instructions for Form 1040A, or Form 1040, line 9a.)

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

5 List name of payer.
E*TRADE CLEARING LLC

Amount

44.

6 Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a.

44.

Note. If line 6 is over \$1,500, you must complete Part III.

Part III
Foreign Accounts and Trusts
(See instructions.)

You must complete this part if you (a) had over \$1,500 of taxable interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

7a At any time during 2012, did you have a financial interest in or signature authority over a financial account (such as a bank account, securities account, or brokerage account) located in a foreign country? See instructions.

Yes No

X

If "Yes," are you required to file Form TD F 90-22.1 to report that financial interest or signature authority? See Form TD F 90-22.1 and its instructions for filing requirements and exceptions to those requirements.
b If you are required to file Form TD F 90-22.1, enter the name of the foreign country where the financial account is located.

X

8 During 2012, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions.

X

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JS000883

SCHEDULE D
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Capital Gains and Losses

- Attach to Form 1040 or Form 1040NR.
► Information about Schedule D and its separate instructions is at www.irs.gov/form1040.
► Use Form 8949 to list your transactions for lines 1, 2, 3, 8, 9, and 10.

OMB No. 1545-0079

2012

Attachment No. **12**

Name(s) shown on return

JOHN E AND SUZANNE M SWALLOW

Your social security number

Part I Short-Term Capital Gains and Losses — Assets Held One Year or Less

Complete Form 8949 before completing line 1, 2, or 3. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price) from Form(s) 8949, Part I, line 2, column (d)	(e) Cost or other basis from Form(s) 8949, Part I, line 2, column (e)	(g) Adjustments to gain or loss from Form(s) 8949, Part I, line 2, column (g)	(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
1 Short-term totals from all Forms 8949 with box A checked in Part I.....	9,985.	10,230.		-245.
2 Short-term totals from all Forms 8949 with box B checked in Part I.....				
3 Short-term totals from all Forms 8949 with box C checked in Part I.....				
4 Short-term gain from Form 6252 and short-term gain or (loss) from Forms 4684, 6781, and 8824.....			4	
5 Net short-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1....			5	
6 Short-term capital loss carryover. Enter the amount, if any, from line 8 of your Capital Loss Carryover Worksheet in the instructions.....			6	
7 Net short-term capital gain or (loss). Combine lines 1 through 6 in column (h). If you have any long-term capital gain or losses, go to Part II below. Otherwise, go to Part III on page 2.....			7	-245.

Part II Long-Term Capital Gains and Losses — Assets Held More Than One Year

Complete Form 8949 before completing line 8, 9, or 10. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price) from Form(s) 8949, Part II, line 4, column (d)	(e) Cost or other basis from Form(s) 8949, Part II, line 4, column (e)	(g) Adjustments to gain or loss from Form(s) 8949, Part II, line 4, column (g)	(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
8 Long-term totals from all Forms 8949 with box A checked in Part II.....				
9 Long-term totals from all Forms 8949 with box B checked in Part II.....				
10 Long-term totals from all Forms 8949 with box C checked in Part II.....	15,600.	10,800.		4,800.
11 Gain from Form 4797, Part I; long-term gain from Forms 2439 and 6252; and long-term gain or (loss) from Forms 4684, 6781, and 8824.....			11	
12 Net long-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1....			12	
13 Capital gain distributions. See Instrs.....			13	
14 Long-term capital loss carryover. Enter the amount, if any, from line 13 of your Capital Loss Carryover Worksheet in the instructions.....			14	
15 Net long-term capital gain or (loss). Combine lines 8 through 14 in column (h). Then go to Part III on page 2.....			15	4,800.

BAA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule D (Form 1040) 2012

FDIA0612L 12/31/12

CONFIDENTIAL

JS000884

Part III Summary

16 Combine lines 7 and 15 and enter the result.....	16	4,555.
<ul style="list-style-type: none"> • If line 16 is a gain, enter the amount from line 16 on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 17 below. • If line 16 is a loss, skip lines 17 through 20 below. Then go to line 21. Also be sure to complete line 22. • If line 16 is zero, skip lines 17 through 21 below and enter -0- on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 22. 		
17 Are lines 15 and 16 both gains?		
<input checked="" type="checkbox"/> Yes. Go to line 18. <input type="checkbox"/> No. Skip lines 18 through 21, and go to line 22.		
18 Enter the amount, if any, from line 7 of the 28% Rate Gain Worksheet in the instructions.....	18	4,555.
19 Enter the amount, if any, from line 18 of the Unrecaptured Section 1250 Gain Worksheet in the instructions.....	19	
20 Are lines 18 and 19 both zero or blank?		
<input type="checkbox"/> Yes. Complete the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). Do not complete lines 21 and 22 below. <input checked="" type="checkbox"/> No. Complete the Schedule D Tax Worksheet in the instructions. Do not complete lines 21 and 22 below.		
21 If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the smaller of:	21	
<ul style="list-style-type: none"> • The loss on line 16 or • (\$3,000), or if married filing separately, (\$1,500) 		
Note. When figuring which amount is smaller, treat both amounts as positive numbers.		
22 Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b?		
<input type="checkbox"/> Yes. Complete the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). <input type="checkbox"/> No. Complete the rest of Form 1040 or Form 1040NR.		

Schedule D (Form 1040) 2012

Form 8949

Department of the Treasury
Internal Revenue Service

Sales and Other Dispositions of Capital Assets

- Information about Form 8949 and its separate instructions is at www.irs.gov/form8949.
File with your Schedule D to list your transactions for lines 1, 2, 3, 8, 9, and 10 of Schedule D.

OMB No. 1545-0074

2012

Attachment
Sequence No. 12A

Name(s) shown on return

JOHN E AND SUZANNE M SWALLOW

SSN or taxpayer identification no.

Most brokers issue their own substitute statement instead of using Form 1099-B. They also may provide basis information (usually your cost) to you on the statement even if it is not reported to the IRS. Before you check Box A, B, or C below, determine whether you received any statement(s) and, if so, the transactions for which basis was reported to the IRS. Brokers are required to report basis to the IRS for most stock you bought in 2011 or later.

Part I Short-Term. Transactions involving capital assets you held one year or less are short term. For long-term transactions, see page 2.

You must check Box A, B, or C below. Check only one box. If more than one box applies for your short-term transactions, complete a separate Form 8949, page 1, for each applicable box. If you have more short-term transactions than will fit on this page for one or more of the boxes, complete as many forms with the same box checked as you need.

- ☒ (A) Short-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS
☐ (B) Short-term transactions reported on Form(s) 1099-B showing basis was not reported to the IRS
☐ (C) Short-term transactions not reported to you on Form 1099-B

1	(a) Description of property (Example: 100 shares XYZ Co)	(b) Date acquired (Mo, day, yr)	(c) Date sold or disposed (Mo, day, yr)	(d) Proceeds (sales price) (see instructions)	(e) Cost or other basis. See the Note below and see Column (f) in the separate instructions	Adjustment, if any, to gain or loss. If you enter an amount in column (g), enter a code in column (f). See the separate instructions.		(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
						(f) Code(s) from instructions	(g) Amount of adjustment	
	500 SHARES NORTH AMERICAN PALLADIUM	2/23/12	5/21/12	1,173.	1,450.			-277.
	2000 SHARES NORTH AMERICAN PALLADIUM	10/04/11	5/21/12	4,692.	4,190.			502.
	100 SHARES STILLWATER MINING CO	2/23/12	5/21/12	824.	1,500.			-676.
	400 SHARES STILLWATER MINING CO	10/04/11	5/21/12	3,296.	3,090.			206.
2	Totals. Add the amounts in columns (d), (e), (g), and (h) (subtract negative amounts). Enter each total here and include on your Schedule D, line 1 (if Box A above is checked), line 2 (if Box B above is checked), or line 3 (if Box C above is checked).			9,985.	10,230.		0.	-245.

Note. If you checked Box A above but the basis reported to the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (g) to correct the basis. See Column (g) in the separate instructions for how to figure the amount of the adjustment.

BAA For Paperwork Reduction Act Notice, see your tax return instructions.

FDIA9212L 12/31/12

Form 8949 (2012)

CONFIDENTIAL

JS000886

SSN or taxpayer identification no.

JOHN E AND SUZANNE M SWALLOW

John E. and Suzanne M. Shallow

Most brokers issue their own substitute statement instead of using Form 1099-B. They also may provide basis information (usually your cost) to you on the statement even if it is not reported to the IRS. Before you check Box A, B, or C below, determine whether you received any statement(s) and, if so, the transactions for which basis was reported to the IRS. Brokers are required to report basis to the IRS for most stock you bought in 2011 or later.

Part II Long-Term. Transactions involving capital assets you held more than one year are long term. For short-term transactions, see page 1.

You must check box A, B, or C below. Check only one box. If more than one box applies for your long-term transactions, complete a separate Form 8949, page 2, for each applicable box. If you have more long-term transactions than will fit on this page for one or more of the boxes, complete as many forms with the same box checked as you need.

- ☐ (A) Long-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS
- ☐ (B) Long-term transactions reported on Form(s) 1099-B showing basis was not reported to the IRS
- ☒ (C) Long-term transactions not reported to you on Form 1099-B

3	(a) Description of property <i>(Example: 100 shares XYZ Co)</i>	(b) Date acquired <i>(Mo, day, yr)</i>	(c) Date sold or disposed <i>(Mo, day, yr)</i>	(d) Proceeds (sales price) <i>(see instructions)</i>	(e) Cost or other basis. See the Note below and see Column (f) in the separate Instructions.	(f)(g) Adjustment, if any, to gain or loss, if you enter an amount in column (g), enter a code in column (f). See the separate Instructions.		(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g).
						(f) Code(s) from Instructions	(g) Amount of adjustment	
	12 GOLD COINS	12/01/10	4/01/12	15,600.	10,800.	C		4,800.
4 Totals. Add the amounts in columns (d), (e), (g), and (h) (subtract negative amounts). Enter each total here and include on your Schedule D, line 8 (if Box A above is checked), line 9 (if Box B above is checked), or line 10 (if Box C above is checked)..... ➤				15,600.	10,800.		0.	4,800.

Note. If you checked Box A above but the basis reported in the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (g) to correct the basis. See *Column (g)* in the separate instructions for how to figure the amount of the adjustment.

CONFIDENTIAL

JS000887

Name(s) shown on return. Do not enter name and social security number if shown on Page 1.

Your social security number

JOHN E AND SUZANNE M SWALLOW

Caution: The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II Income or Loss From Partnerships and S Corporations

Note. If you report a loss from an at-risk activity for which any amount is not at risk, you must check the box in column (e) on line 28 and attach Form 6198. See instructions.

- 27 Are you reporting any loss not allowed in a prior year due to the at-risk or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? ☐ Yes ☒ No
If you answered "Yes," see instructions before completing this section.

28	(a) Name	(b) Enter P for partnership; S for S corporation	(c) Check if foreign partnership	(d) Employer identification number	(e) Check if any amount is not at risk
A	SWALLOW AND ASSOCIATES, L.C.	P		87-0575647	
B	SWALLOW AND ASSOCIATES, L.C.	P		87-0575647	
C					
D					

Passive Income and Loss		Nonpassive Income and Loss		
(f) Passive loss allowed (attach Form 8582 if required)	(g) Passive income from Schedule K-1	(h) Nonpassive loss from Schedule K-1	(i) Section 179 expense deduction from Form 4562	(j) Nonpassive income from Schedule K-1
A		38.		
B				
C				
D				
29a Totals		38.		
b Totals				
30 Add columns (g) and (i) of line 29a			30	
31 Add columns (h), (j), and (i) of line 29b			31	-38.
32 Total partnership and S corporation income or (loss). Combine lines 30 and 31. Enter the result here and include in the total on line 41 below			32	-38.

Part III Income or Loss From Estates and Trusts

33	(a) Name	(b) Employer ID no.
A		
B		
Passive Income and Loss		Nonpassive Income and Loss
(c) Passive deduction or loss allowed (attach Form 8582 if required)	(d) Passive income from Schedule K-1	(e) Deduction or loss from Schedule K-1
A		
B		
34a Totals		
b Totals		
35 Add columns (d) and (i) of line 34a		35
36 Add columns (c) and (e) of line 34b		36
37 Total estate and trust income or (loss). Combine lines 35 and 36. Enter the result here and include in the total on line 41 below		37

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) -- Residual Holder

38	(a) Name	(b) Employer identification number	(c) Excess inclusion from Schedules Q, line 2c (see instructions)	(d) Taxable income (net loss) from Schedules Q, line 1b	(e) Income from Schedules Q, line 3b
39	Combine columns (d) and (e) only. Enter the result here and include in the total on line 41 below				39

Part V Summary

40	Net farm rental income or (loss) from Form 4835. Also, complete line 42 below	40	
41	Total income or (loss). Combine lines 26, 32, 37, 39, and 40. Enter the result here and on Form 1040, line 17, or Form 1040NR, line 18	41	-38.
42	Reconciliation of farming and fishing income. Enter your gross farming and fishing income reported on Form 4835, line 7; Schedule K-1 (Form 1065), box 14, code B; Schedule K-1 (Form 1120S), box 17, code U; and Schedule K-1 (Form 1041), box 14, code F (see instructions)	42	
43	Reconciliation for real estate professionals. If you were a real estate professional (see instructions), enter the net income or (loss) you reported anywhere on Form 1040 or Form 1040NR from all rental real estate activities in which you materially participated under the passive activity loss rules	43	

BAA

FD122302L 12/28/12

Schedule E (Form 1040) 2012

CONFIDENTIAL

JS000888

Form 6251

Alternative Minimum Tax -- Individuals

OMB No. 1545-0074

2012

Department of the Treasury
Internal Revenue Service (99)Information about Form 6251 and its separate instructions is at www.irs.gov/form6251.
Attach to Form 1040 or Form 1040NR.Attachment
Sequence No. 32

Name(s) shown on Form 1040 or Form 1040NR

Your federal security number

JOHN E AND SUZANNE M SWALLOW

Part I Alternative Minimum Taxable Income (See instructions for how to complete each line.)

1	If filing Schedule A (Form 1040), enter the amount from Form 1040, line 41 and go to line 2. Otherwise, enter the amount from Form 1040, line 38, and go to line 7. (If less than zero, enter as a negative amount.)	1	163,432.
2	Medical and dental. Enter the smaller of Schedule A (Form 1040), line 4 or 2.5% (.025) of Form 1040, line 38. If zero or less, enter -0.	2	
3	Taxes from Schedule A (Form 1040), line 9.	3	12,130.
4	Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet in the instructions for this line.	4	
5	Miscellaneous deductions from Schedule A (Form 1040), line 27.	5	
6	Skip this line. It is reserved for future use.	6	
7	Tax refund from Form 1040, line 10 or line 21.	7	-634.
8	Investment interest expense (difference between regular tax and AMT).	8	
9	Depletion (difference between regular tax and AMT).	9	
10	Net operating loss deduction from Form 1040, line 21. Enter as a positive amount.	10	
11	Alternative tax net operating loss deduction.	11	
12	Interest from specified private activity bonds exempt from the regular tax.	12	
13	Qualified small business stock (7% of gain excluded under section 1202).	13	
14	Exercise of incentive stock options (excess of AMT income over regular tax income).	14	
15	Estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A).	15	
16	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6).	16	
17	Disposition of property (difference between AMT and regular tax gain or loss).	17	
18	Depreciation on assets placed in service after 1985 (difference between regular tax and AMT).	18	
19	Passive activities (difference between AMT and regular tax income or loss).	19	
20	Loss limitations (difference between AMT and regular tax income or loss).	20	
21	Circulation costs (difference between regular tax and AMT).	21	
22	Long-term contracts (difference between AMT and regular tax income).	22	
23	Mining costs (difference between regular tax and AMT).	23	
24	Research and experimental costs (difference between regular tax and AMT).	24	
25	Income from certain installment sales before January 1, 1987.	25	
26	Intangible drilling costs preference.	26	
27	Other adjustments, including income-based related adjustments.	27	
28	Alternative minimum taxable income. Combine lines 1 through 27. (If married filing separately, see instructions.)	28	174,928.

Part II Alternative Minimum Tax (AMT)

29	Exemption. See instructions.	29	72,518.
30	Subtract line 29 from line 28. If more than zero, go to line 31. If zero or less, enter -0 here and on lines 31, 33 and 35, and go to line 34.	30	102,410.
31	<ul style="list-style-type: none"> If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter. If you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b; or you had a gain on both lines 13 and 16 of Schedule D (Form 1040) (as refigured for the AMT, if necessary), complete Part III on page 2 and enter the amount from line 34 here. All others: If line 30 is \$175,000 or less (\$87,500 or less if married filing separately), multiply line 30 by 26% (.26). Otherwise, multiply line 30 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing separately) from the result. 	31	26,622.
32	Alternative minimum tax foreign tax credit (see instructions).	32	
33	Tentative minimum tax. Subtract line 32 from line 31.	33	26,622.
34	Tax from Form 1040, line 44 (minus any tax from Form 4972 and any foreign tax credit from Form 1040, line 47). If you used Schedule J to figure your tax, the amount from line 44 of Form 1040 must be refigured without using Schedule J (see instructions).	34	28,220.
35	AMT. Subtract line 34 from line 33. If zero or less, enter -0. Enter here and on Form 1040, line 45.	35	0.

BAA For Paperwork Reduction Act Notice, see your tax return instructions.

FOIA5312L 12/12/12

Form 6251 (2012)

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Part III Tax Computation Using Maximum Capital Gains Rates

Complete Part III only if you are required to do so by line 31 or by the Foreign Earned Income Tax Worksheet in the instructions.

36	Enter the amount from Form 6251, line 30. If you are filing Form 2555 or 2555-EZ, enter the amount from line 3 of the worksheet in the instructions for line 31.	36	102,410.
37	Enter the amount from line 6 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 13 of the Schedule D Tax Worksheet in the instructions for Schedule D (Form 1040), whichever applies (as refigured for the AMT, if necessary) (see instructions). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter.	37	44.
38	Enter the amount from Schedule D (Form 1040), line 19 (as refigured for the AMT, if necessary) (see instructions). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter.	38	0.
39	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 37. Otherwise, add lines 37 and 38, and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter.	39	44.
40	Enter the smaller of line 36 or line 39.	40	44.
41	Subtract line 40 from line 36.	41	102,366.
42	If line 41 is \$175,000 or less (\$87,500 or less if married filing separately), multiply line 41 by 26% (.26). Otherwise, multiply line 41 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing separately) from the result.	42	26,615.
43	Enter: • \$70,700 if married filing jointly or qualifying widow(er), • \$35,350 if single or married filing separately, or • \$47,350 if head of household.	43	70,700.
44	Enter the amount from line 7 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 14 of the Schedule D Tax Worksheet in the instructions for Schedule D (Form 1040), whichever applies (as figured for the regular tax). If you did not complete either worksheet for the regular tax, enter -0-.	44	144,388.
45	Subtract line 44 from line 43. If zero or less, enter -0-.	45	0.
46	Enter the smaller of line 36 or line 37.	46	44.
47	Enter the smaller of line 45 or line 46.	47	
48	Subtract line 47 from line 46.	48	44.
49	Multiply line 48 by 15% (.15).	49	7.
If line 38 is zero or blank, skip lines 50 and 51 and go to line 52. Otherwise, go to line 50.			
50	Subtract line 46 from line 40.	50	
51	Multiply line 50 by 25% (.25).	51	
52	Add lines 42, 49, and 51.	52	26,622.
53	If line 36 is \$175,000 or less (\$87,500 or less if married filing separately), multiply line 36 by 26% (.26). Otherwise, multiply line 36 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing separately) from the result.	53	26,627.
54	Enter the smaller of line 52 or line 53 here and on line 31. If you are filing Form 2555 or 2555-EZ, do not enter this amount on line 31. Instead, enter it on line 4 of the worksheet in the instructions for line 31.	54	26,622.

Form 6251 (2012)

Form 8582

Passive Activity Loss Limitations

OMB No. 1545-1008

2012

Attachment
Sequence No. 88Department of the Treasury
Internal Revenue Service (99)

See separate instructions.
 Attach to Form 1040 or Form 1041.
 Information about Form 8582 and its instructions is available at www.irs.gov/form8582.

Name(s) shown on return

Identifying number

JOHN E AND SUZANNE M SWALLOW

Part I 2012 Passive Activity Loss

Caution: Complete Worksheets 1, 2, and 3 before completing Part I.

Rental Real Estate Activities With Active Participation (For the definition of active participation, see Special Allowance for Rental Real Estate Activities in the instructions.)

1 a	Activities with net income (enter the amount from Worksheet 1, column (a))		
1 b	Activities with net loss (enter the amount from Worksheet 1, column (b))		
1 c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))		
1 d	Combine lines 1a, 1b, and 1c		
2 a	Commercial revitalization deductions from Worksheet 2, column (a)		
2 b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)		
2 c	Add lines 2a and 2b		
3 a	Activities with net income (enter the amount from Worksheet 3, column (a))		
3 b	Activities with net loss (enter the amount from Worksheet 3, column (b))		
3 c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))		
3 d	Combine lines 3a, 3b, and 3c		
4	Combine lines 1d, 2c, and 3d. If this line is zero or more, stop here and include this form with your return; all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Report the losses on the forms and schedules normally used.		

- If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
 - Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
 - Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: If your filing status is married filing separately and you lived with your spouse at any time during the year, do not complete Part II or Part III. Instead, go to line 15.

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: Enter all numbers in Part II as positive amounts. See instructions for an example.

5	Enter the smaller of the loss on line 1d or the loss on line 4		
6	Enter \$150,000. If married filing separately, see the instructions		
7	Enter modified adjusted gross income, but not less than zero (see instrs)	200,642	
8	Subtract line 7 from line 6		
9	Multiply line 8 by 50% (.5). Do not enter more than \$25,000. If married filing separately, see instructions		
10	Enter the smaller of line 5 or line 9		

Note: If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.

If line 2c is a loss, go to Part III. Otherwise, go to line 15.

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: Enter all numbers in Part III as positive amounts. See the example for Part II in the instructions.

11	Enter \$25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions		
12	Enter the loss from line 4		
13	Reduce line 12 by the amount on line 10		
14	Enter the smallest of line 2c (treated as a positive amount), line 11, or line 13		

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total		
16	Total losses allowed from all passive activities for 2012. Add lines 10, 14, and 15. See instructions to find out how to report the losses on your tax return		

BAA For Paperwork Reduction Act Notice, see instructions.

Form 8582 (2012)

FDIZ1901L 09/23/12

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Worksheet 1 – For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 1a)	(b) Net loss (line 1b)	(c) Unallowed loss (line 1c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 1a, 1b, and 1c.					

Name of activity	(a) Current year deductions (line 2a)	(b) Prior year unallowed deductions (line 2b)	(c) Overall loss
Total. Enter on Form 8582, lines 2a and 2b.			

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 3a)	(b) Net loss (line 3b)	(c) Unallowed loss (line 3c)	(d) Gain	(e) Loss
SWALLOW AND ASSOCIATES, L.C.			33.		33
Total. Enter on Form 8582, lines 3a, 3b, and 3c			33.		

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Special allowance	(d) Subtract column (c) from column (a)
Total			1.00		

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
SWALLOW AND ASSOCIATES, L.C.	SCH E LN 28	33.	1.000000	33
Total.....▶		33.	1.00	33

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Worksheet 6 – Allowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Unallowed loss	(c) Allowed loss
SWALLOW AND ASSOCIATES, L.L.C.	SCH. E LN 28	33.	33.	0.
Total		33.	33.	0.

Worksheet 7 – Activities With Losses Reported on Two or More Forms or Schedules (See instructions.)

Name of activity	(a)	(b)	(c) Ratio	(d) Unallowed loss	(e) Allowed loss
Form or schedule and line number to be reported on (see instructions)					
1 a Net loss plus prior year unallowed loss from form or schedule					
b Net income from form or schedule					
c Subtract line 1b from line 1a. If zero or less, enter -0-					
Form or schedule and line number to be reported on (see instructions)					
1 a Net loss plus prior year unallowed loss from form or schedule					
b Net income from form or schedule					
c Subtract line 1b from line 1a. If zero or less, enter -0-					
Form or schedule and line number to be reported on (see instructions)					
1 a Net loss plus prior year unallowed loss from form or schedule					
b Net income from form or schedule					
c Subtract line 1b from line 1a. If zero or less, enter -0-					
Form or schedule and line number to be reported on (see instructions)					
1 a Net loss plus prior year unallowed loss from form or schedule					
b Net income from form or schedule					
c Subtract line 1b from line 1a. If zero or less, enter -0-					
Total	0.	1.00		0.	0.

Name of activity					
Form or schedule and line number to be reported on (see instructions)					
1 a Net loss plus prior year unallowed loss from form or schedule					
b Net income from form or schedule					
c Subtract line 1b from line 1a. If zero or less, enter -0-					
Form or schedule and line number to be reported on (see instructions)					
1 a Net loss plus prior year unallowed loss from form or schedule					
b Net income from form or schedule					
c Subtract line 1b from line 1a. If zero or less, enter -0-					
Form or schedule and line number to be reported on (see instructions)					
1 a Net loss plus prior year unallowed loss from form or schedule					
b Net income from form or schedule					
c Subtract line 1b from line 1a. If zero or less, enter -0-					
Form or schedule and line number to be reported on (see instructions)					
1 a Net loss plus prior year unallowed loss from form or schedule					
b Net income from form or schedule					
c Subtract line 1b from line 1a. If zero or less, enter -0-					
Total	0.	1.00		0.	0.

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Form 8582 (2012)

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FEDERAL STATEMENTS

PAGE 1

CLIENT 3280

JOHN E AND SUZANNE M SWALLOW

STATEMENT 1
FORM 1040
WAGE SCHEDULE

TAXPAYER - EMPLOYER	WAGES	FEDERAL W/H	FICA	MEDI- CARE	STATE W/H	LOCAL W/H
STATE OF UTAH - PAYROLL	195,320.	32,689.	4,624.	2,832.	9,766.	
GRAND TOTAL	195,320.	32,689.	4,624.	2,832.	9,766.	0.

STATEMENT 2
SCHEDULE A, LINE 10
HOME MORTGAGE INTEREST REPORTED ON FORM 1098

MOUNTAIN AMERICA CREDIT UNION.....	\$	2,709.
TOTAL	\$	2,709.

STATEMENT 3
SCHEDULE A, LINE 12
DEDUCTIBLE POINTS

AMORTIZATION.....	\$	147.
TOTAL	\$	147.

STATEMENT 4
SCHEDULE A, LINE 16
CONTRIBUTIONS BY CASH OR CHECK

CHURCH OF JESUS CHRIST OF LDS.....	\$	
TOTAL	\$	

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2012

FEDERAL WORKSHEETS

PAGE 1

CLIENT 3280

JOHN E AND SUZANNE M SWALLOW

FORM 1040, LINE 9B
QUALIFIED DIVIDENDS

E*TRADE CLEARING LLC

TOTAL 44.
44.STATE AND LOCAL REFUNDS TAXABLE IN 2012
(REFUNDS ON PRIOR YEAR RETURN TAXABLE IN CURRENT YEAR)

1. STATE AND LOCAL INCOME TAX REFUNDS (PRIOR YEAR)	634.
2. REFUNDS ATTRIBUTABLE TO POST 12/31/2011 PAYMENTS PER IRS PUB. 525	0.
3. NET STATE AND LOCAL INCOME TAX REFUNDS	634.
4. STATE AND LOCAL TAXES PAID FROM PRIOR YEAR SCH. A, LINE 5	8,577.
5. PRIOR YEAR ALLOWABLE SALES TAX DEDUCTION	1,665.
6. EXCESS OF INCOME TAXES DEDUCTED OVER SALES TAXES	6,912.
7. ENTER THE SMALLER OF LINE 3 OR LINE 6	634.
8. ITEMIZED DEDUCTIONS FROM PRIOR YEAR SCH. A, LINE 29	38,014.
9. PRIOR YEAR RECOMPUTED ITEMIZED DEDUCTIONS (IF PHASEOUT)	0.
10. PRIOR YEAR BASE STANDARD DEDUCTION	11,600.
11. PRIOR YEAR ADD'L STANDARD DEDUCTION FOR AGE/BLINDNESS	0.
12. PRIOR YEAR TOTAL STANDARD DEDUCTION (ADD LINES 10 AND 11)	11,600.
13. ENTER THE LARGER OF LINE 9 OR LINE 12	11,600.
14. SUBTRACT LINE 13 FROM LINE 8 (NOT LESS THAN 0)	26,414.
15. ENTER THE SMALLER OF LINE 7 OR LINE 14	634.
16. NEGATIVE TAXABLE INCOME (PRIOR YEAR)	0.
17. REFUND WITH NO BENEFIT DUE TO AMT, NONREF. CRED., 0% CAP GAIN RATE	0.
18. STATE AND LOCAL REFUNDS TAXABLE THIS YEAR (ADD LINES 15, 16, AND 17, BUT NOT LESS THAN 0)	<u>634.</u>

QTP DISTRIBUTION WORKSHEET

	TAXPAYER
1. TOTAL DISTRIBUTED EARNINGS FROM QTP'S	1,217.
2. ADJUSTED EDUCATION EXPENSES ALLOCATED TO QTP'S	5,233.
3. TOTAL AMOUNT OF QTP'S DISTRIBUTED	5,233.
4. QTP FACTOR (DIVIDE LINE 2 BY LINE 3)	1.0000
5. NONTAXABLE AMOUNT OF QTP EARNINGS (LINE 1 X LINE 4)	1,217.
6. TAXABLE AMOUNT OF QTP EARNINGS (SUBTRACT LINE 5 FROM LINE 1)	0.
7. TAXABLE ROLLOVERS	0.
8. TAXABLE AMOUNT OF ALL QTP'S (ADD LINE 6 AND 7)	<u>0.</u>

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2012

FEDERAL WORKSHEETS

PAGE 2

CLIENT 3280

JOHN E AND SUZANNE M SWALLOW

CHILD TAX CREDIT WORKSHEET (FORM 1040, LINE 51)

1. NUMBER OF QUALIFYING CHILDREN FROM FORM 1040, LINE 6C: 1 X \$1,000 1,000.
2. ENTER THE AMOUNT FROM FORM 1040, LINE 38. 200,642.
3. ENTER \$110,000 (\$75,000 IF SINGLE, QW OR HOH AND \$55,000 IF MFS). 110,000.
4. IS LINE 2 MORE THAN THE AMOUNT ON LINE 3?
 NO - LEAVE LINE 4 BLANK. ENTER -0- ON LINE 5.
 YES - SUBTRACT LINE 3 FROM LINE 2.
 IF THE RESULT IS NOT A MULTIPLE OF \$1,000, INCREASE IT TO THE NEXT MULTIPLE OF \$1,000. 91,000.
5. MULTIPLY THE AMOUNT ON LINE 4 BY 5% (.05). ENTER THE RESULT. 4,550.
6. IS THE AMOUNT ON LINE 1 MORE THAN THE AMOUNT ON LINE 5?
 NO - STOP. YOU CANNOT TAKE THE CHILD TAX CREDIT ON FORM 1040, LINE 51. YOU ALSO CANNOT TAKE THE ADDITIONAL CHILD TAX CREDIT ON FORM 1040, LINE 65.
 YES - SUBTRACT LINE 5 FROM LINE 1. ENTER THE RESULT. 0.

FEDERAL INCOME TAX WITHHELD

STATE OF UTAH - PAYROLL

TOTAL	32,689.
	<u>32,689.</u>

STATE AND LOCAL TAXES (SCHEDULE A, LINE 5)

STATE AND LOCAL INCOME TAXES

INCOME TAX WITHHELD	STATE	LOCAL
DISABILITY/UNEMPLOYMENT INSURANCE	9,766.	0.
ESTIMATED TAX PAYMENTS	56.	0.
CREDIT FOR PRIOR YEAR OVERPAYMENT	0.	0.
CREDIT FOR INCOME TAX WITHHELD (K-1)	0.	0.
1/12 PAYMENT ON 2011 ESTIMATE	0.	0.
PAID WITH 2011 EXTENSION	0.	0.
PAID WITH 2011 RETURN	0.	0.
PAID FOR PRIOR YEARS AND/OR TO OTHER STATES	0.	0.
TOTAL INCOME TAXES	<u>9,822.</u>	<u>0.</u>

TOTAL STATE AND LOCAL INCOME TAXES

9,822.

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CLIENT 3280

JOHN E AND SUZANNE M SWALLOW

STATE AND LOCAL TAXES (SCHEDULE A, LINE 5) (CONTINUED)

STATE AND LOCAL SALES TAXES USING THE OPTIONAL SALES TAX TABLES

AVAILABLE INCOME:

ADJUSTED GROSS INCOME PER FORM 1040	200,642.
TAX-EXEMPT INTEREST	0.
NONTAXABLE COMBAT PAY	0.
NONTAXABLE SOCIAL SECURITY BENEFITS	0.
NONTAXABLE PENSIONS	0.
NONTAXABLE IRAS	0.
PRIOR YEAR REFUNDABLE CREDITS (REFUNDABLE PORTION ONLY)	0.
ADDITIONAL NONTAXABLE AMOUNTS	0.
TOTAL AVAILABLE INCOME (NOT LESS THAN ZERO)	<u>200,642.</u>

NUMBER OF EXEMPTIONS

5.

- | | |
|---|--------|
| 1. STATE GENERAL SALES TAXES PER TABLES | 1,747. |
| 2. LOCAL GENERAL SALES TAXES PER TABLES FOR CERTAIN RESIDENTS OF
AK, AZ, AR, CO, CA, IL, LA, MO, NC, NY, SC, TN, UT, VA, AND WV
(BASED ON A RATE OF 1%) | 263. |
| 3. LOCAL GENERAL SALES TAX RATE | 2.1000 |
| 4. IF LINE 2 IS ZERO, ENTER YOUR STATE GENERAL SALES TAX RATE.
OTHERWISE, SKIP LINE 4 AND 5, AND GO TO LINE 6 | |
| 5. DIVIDE LINE 3 BY LINE 4 | |
| 6. LOCAL GENERAL SALES TAXES. IF LINE 2 IS ZERO, MULTIPLY
LINE 1 BY LINE 5. OTHERWISE, MULTIPLY LINE 2 BY LINE 3. | 552. |
| 7. STATE AND LOCAL GENERAL SALES TAXES (ADD LINES 1 AND 6) | 2,299. |
| 8. SALES TAXES PAID ON VEHICLES, BOATS, ETC. | 0. |
| 9. SALES TAX DEDUCTION WHEN USING TABLES (ADD LINES 7 AND 8) | 2,299. |

STATE AND LOCAL SALES TAX DEDUCTION
(GREATER OF TAXES PAID OR TABLE AMOUNT)

- | | |
|--|---------------|
| 1. GENERAL SALES TAXES PAID | 0. |
| 2. USE TAXES PAID | 0. |
| 3. TOTAL ACTUAL TAXES PAID (ADD LINES 1 AND 2) | 0. |
| 4. SALES TAXES USING TABLES | <u>2,299.</u> |
| 5. GREATER OF SALES TAXES PAID OR TABLE AMOUNT | <u>2,299.</u> |

STATE & LOCAL TAXES TO SCH. A, LN 5 (GREATER OF INCOME OR SALES TAX) 9,822.

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2012

FEDERAL WORKSHEETS

PAGE 4

CLIENT 3280

JOHN E AND SUZANNE M SWALLOW

28% RATE GAIN WORKSHEET (SCHEDULE D, LINE 18)

- | | |
|--|---------------|
| 1. ENTER THE TOTAL OF ALL COLLECTIBLES GAIN OR LOSS FROM ITEMS YOU REPORTED ON FORM 8949, PART II | 4,800. |
| 2. ENTER AS A POSITIVE NUMBER THE AMOUNT OF SECTION 1202 EXCLUSION REPORTED IN COLUMN (G), OF FORM 8949, PART II, WITH CODE "Q" IN COLUMN (F), FOR WHICH 50% OF THE GAIN WAS EXCLUDED, PLUS 2/3 OF ANY SECTION 1202 GAIN FOR WHICH 60% WAS EXCLUDED. | 0. |
| 3. ENTER THE TOTAL OF ALL COLLECTIBLES GAIN OR LOSS FROM FORM 4684, LINE 4 (BUT ONLY IF FORM 4684, LINE 15, IS MORE THAN ZERO), FORM 6252, FORM 6781, PART II, AND FORM 8824 | 0. |
| 4. ENTER THE TOTAL OF ANY COLLECTIBLES GAIN REPORTED TO YOU ON:
- FORM 1099-DIV, BOX 2D;
- FORM 2439, BOX 1D; AND
- SCHEDULE K-1 FROM A PARTNERSHIP, S CORPORATION, ESTATE OF TRUST. | 0. |
| 5. ENTER YOUR LONG-TERM CAPITAL LOSS CARRYOVERS FROM SCHEDULE D, LINE 14, AND SCHEDULE K-1 (FORM 1041), BOX 11, CODE C | 0. |
| 6. IF SCHEDULE D, LINE 7 IS A LOSS, ENTER THAT LOSS HERE. OTHERWISE, ENTER ZERO. | -245. |
| 7. COMBINE LINES 1 THROUGH 6. IF ZERO OR LESS, ENTER ZERO. IF MORE THAN ZERO, ALSO ENTER THIS AMOUNT ON SCHEDULE D, LINE 18. | <u>4,555.</u> |

NET NONFARM PROFIT OR (LOSS) (SCHEDULE SE, LINE 2)

	TAXPAYER
SCHEDULE C	0.
SCHEDULE E, PAGE 2 (FROM SCH. K-1)	-38.
OTHER INCOME (FORM 1040, LINE 21)	0.
SECTION 1256 CONTRACTS	0.
MINISTER WAGES	0.
MINISTER HOUSING ALLOWANCE	0.
MINISTER PARSONAGE - UTILITIES	0.
EMPLOYEE BUSINESS EXPENSES (2106)	0.
NET NONFARM INCOME ADJUSTMENT	0.
TOTAL NET NONFARM PROFIT OR (LOSS)	<u>-38.</u>

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JS000898

CLIENT 3280

JOHN E AND SUZANNE M SWALLOW

EXEMPTION WORKSHEET (FORM 6251, LINE 29)

- | | | |
|--|----------|-----------|
| 1. ENTER \$50,600 (\$78,750 IF MARRIED FILING JOINTLY OR QUALIFYING WIDOW(ER), \$39,375 IF MARRIED FILING SEPARATELY.) | | 78,750. |
| 2. ENTER YOUR ALTERNATIVE MINIMUM TAXABLE INCOME (AMTI) FROM FORM 6251, LINE 28. | 174,928. | |
| 3. ENTER \$112,500 (\$150,000 IF MARRIED FILING JOINTLY OR QUALIFYING WIDOW(ER), \$75,000 IF MARRIED FILING SEPARATELY.) | 150,000. | |
| 4. SUBTRACT LINE 3 FROM LINE 2. | 24,928. | |
| 5. MULTIPLY LINE 4 BY 25% (.25). | | 6,232. |
| 6. SUBTRACT LINE 5 FROM LINE 1. IF THIS FORM IS FOR A CHILD UNDER AGE 18, OR A FULL-TIME STUDENT UNDER AGE 24, GO TO LINE 7. OTHERWISE ENTER THIS AMOUNT ON FORM 6251, LINE 29 AND GO TO FORM 6251, LINE 30. | | 72,518. |
| 7. CHILD'S MINIMUM EXEMPTION AMOUNT. | | 0. |
| 8. ENTER THE CHILD'S EARNED INCOME, IF ANY. | | 0. |
| 9. ADD LINES 7 AND 8. | | 0. |
| 10. ENTER THE SMALLER OF LINE 6 OR LINE 9 HERE AND ON FORM 6251, LINE 29. | | <u>0.</u> |

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2012 Schedule D Tax Worksheet

CLIENT 3280

JOHN E AND SUZANNE M SWALLOW

Complete this worksheet only if line 18 or line 19 of Schedule D is more than zero. Otherwise, complete the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42) to figure your tax. Before completing this worksheet, complete Form 1040 through line 43 (or Form 1040NR through line 41).

Exception: Do not use the Qualified Dividends and Capital Gain Tax Worksheet or this worksheet to figure your tax if:

- Line 15 or line 16 of Schedule D is zero or less and you have no qualified dividends on Form 1040, line 9b (or Form 1040NR, line 10b); or
- Form 1040, line 43 (or Form 1040NR, line 41), is zero or less.

Instead, see the instructions for Form 1040, line 44 (or Form 1040NR, line 42).

1. Enter your taxable income from Form 1040, line 43 (or Form 1040NR, line 41). (However, if you are filing Form 2555 or 2555-EZ (relating to foreign earned income), enter instead the amount from line 3 of the Foreign Earned Income Tax Worksheet in the instructions for Form 1040, line 44). 1. 144,432.
2. Enter your qualified dividends from Form 1040, line 9b (or Form 1040NR, line 10b). 2. 44.
3. Form 4952, In 4g amt. 3. _____
4. Form 4952, In 4a amt. 4. _____
5. Subtract line 4 from line 3. If zero or less, enter -0-. 5. 0.
6. Subtract line 5 from line 2. If zero or less, enter -0-. 6. 44.
7. Enter the smaller of line 15 or line 16 of Sch D. 7. 4,555.
8. Enter the smaller of line 3 or line 4. 8. 0.
9. Subtract line 8 from line 7. If zero or less, enter -0-. 9. 4,555.
10. Add lines 6 and 9. 10. 4,599.
11. Add lines 18 and 19 of Schedule D**. 11. 4,555.
12. Enter the smaller of line 9 or line 11. 12. 4,555.
13. Subtract line 12 from line 10. 13. 44.
14. Subtract line 13 from line 1. If zero or less, enter -0-. 14. 144,388.
15. Enter:
 - \$35,350 if single or married filing separately;
 - \$70,700 if married filing jointly or qualifying widow(er); or
 - \$47,350 if head of household
 15. 70,700.
16. Enter the smaller of line 1 or line 15. 16. 70,700.
17. Enter the smaller of line 14 or line 16. 17. 70,700.
18. Subtract line 10 from line 1. If zero or less, enter -0-. 18. 139,833.
19. Enter the larger of line 17 or line 18. 19. 139,833.
20. Subtract line 17 from line 16. This amount is taxed at 0%. 20. 0.
- If lines 1 and 16 are the same, skip lines 21 through 33 and go to line 34. Otherwise, go to line 21.
21. Enter the smaller of line 1 or line 13. 21. 44.
22. Enter the amount from line 20 (if line 20 is blank, enter -0-). 22. 0.
23. Subtract line 22 from line 21. If zero or less, enter -0-. 23. 44.
24. Multiply line 23 by 15% (.15). 24. 7.
- If Schedule D, line 19, is zero or blank, skip lines 25 through 30 and go to line 31. Otherwise, go to line 25.
25. Enter the smaller of line 9 above or Schedule D, line 19. 25. _____
26. Add lines 10 and 19. 26. _____
27. Enter the amount from line 1 above. 27. _____
28. Subtract line 27 from line 26. If zero or less, enter -0-. 28. _____
29. Subtract line 28 from line 25. If zero or less, enter -0-. 29. _____
30. Multiply line 29 by 25% (.25). 30. _____
- If Schedule D, line 18, is zero or blank, skip lines 31 through 33 and go to line 34. Otherwise, go to line 31.
31. Add lines 19, 20, 23, and 29. 31. 139,877.
32. Subtract line 31 from line 1. 32. 4,555.
33. Multiply line 32 by 28% (.28). 33. 1,275.
34. Figure the tax on the amount on line 19. If the amount on line 19 is less than \$100,000, use the Tax Table to figure the tax. If the amount on line 19 is \$100,000 or more, use the Tax Computation Worksheet. 34. 27,018.
35. Add lines 24, 30, 33, and 34. 35. 28,300.
36. Figure the tax on the amount on line 1. If the amount on line 1 is less than \$100,000, use the Tax Table to figure the tax. If the amount on line 1 is \$100,000 or more, use the Tax Computation Worksheet. 36. 28,220.
37. Tax on all taxable income (including capital gains and qualified dividends). Enter the smaller of line 35 or line 36. Also include this amount on Form 1040, line 44 (or Form 1040NR, line 42). (If you are filing Form 2555 or 2555-EZ, do not enter this amount on Form 1040, line 44. Instead, enter it on line 4 of the Foreign Earned Income Tax Worksheet in the Form 1040 instructions). 37. 28,220.

* If applicable, enter instead the smaller amount you entered on the dotted line next to line 4a of Form 4952.

** If you are filing Form 2555 or 2555-EZ, see the footnote in the Foreign Earned Income Tax Worksheet in the instructions for Form 1040, line 44, before completing this line.

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2012

FEDERAL BASIS LIMITATION WORKSHEETS

PAGE 1

CLIENT 3280

JOHN E AND SUZANNE M SWALLOW

ACTIVITY NAME: SWALLOW AND ASSOCIATES, L.C.

ADJUSTED BASIS AT BEGINNING OF YEAR	6,381.
ADDITIONAL AMOUNTS INVESTED IN CURRENT YEAR	
CURRENT YEAR DISTRIBUTIONS OF MONEY	
CURRENT YEAR DISTRIBUTION OF PROPERTY	
CHANGE IN PARTNER'S SHARE OF LIABILITIES	0.
CURRENT YEAR INCOME FROM PARTNERSHIP	6,381.
ADJUSTED BASIS USED FOR BASIS LIMITATION	38.
LOSS ALLOWED BY BASIS LIMITATION	6,343.
ADJUSTED BASIS AT END OF YEAR	

	(A) CURRENT YEAR LOSS OR DEDUCTION	(B) PRIOR YEAR UNALLOWED BASIS LOSS	(C) LOSS ALLOWABLE BY BASIS LIMITATION	(D) BASIS CARRYOVER
INCOME OR LOSS				
ORDINARY INCOME (LOSS)	38.		38.	
REGULAR TAX	38.	0.	38.	0.
DEDUCTIONS				
REGULAR TAX	0.	0.	0.	0.
ALTERNATIVE MINIMUM TAX				
ALT MIN TAX BEGINNING BASIS			6,493.	
ALT MIN TAX INCOME				
CURRENT YEAR ADJUSTMENTS TO BASIS				
ALT MIN TAX BASIS USED FOR LIMITATION			6,493.	
LOSS ALLOWED BY ALT MIN TAX BASIS			38.	
ALT MIN TAX FINAL BASIS			6,455.	
ALT MIN TAX ORDINARY INCOME (LOSS)			38.	0.

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2012

FEDERAL BASIS LIMITATION WORKSHEETS

PAGE 2

CLIENT 3280

JOHN E AND SUZANNE M SWALLOW

ACTIVITY NAME: SWALLOW AND ASSOCIATES, L.C.

ADJUSTED BASIS AT BEGINNING OF YEAR	0.
ADDITIONAL AMOUNTS INVESTED IN CURRENT YEAR	
CURRENT YEAR DISTRIBUTIONS OF MONEY	
CURRENT YEAR DISTRIBUTION OF PROPERTY	
CHANGE IN PARTNER'S SHARE OF LIABILITIES	
CURRENT YEAR INCOME FROM PARTNERSHIP	0.
ADJUSTED BASIS USED FOR BASIS LIMITATION	0.
LOSS ALLOWED BY BASIS LIMITATION	0.
ADJUSTED BASIS AT END OF YEAR	0.

	(A) CURRENT YEAR LOSS OR DEDUCTION	(B) PRIOR YEAR UNALLOWED BASIS LOSS	(C) LOSS ALLOWABLE BY BASIS LIMITATION	(D) BASIS CARRYOVER
INCOME OR LOSS				
REGULAR TAX	0.	0.	0.	0.
DEDUCTIONS				
REGULAR TAX	0.	0.	0.	0.

ALTERNATIVE MINIMUM TAX

ALT MIN TAX BEGINNING BASIS	0.
ALT MIN TAX INCOME	
CURRENT YEAR ADJUSTMENTS TO BASIS	
ALT MIN TAX BASIS USED FOR LIMITATION	
LOSS ALLOWED BY ALT MIN TAX BASIS	
ALT MIN TAX FINAL BASIS	0.

ALT MIN TAX LOSS ALLOWED	ALT MIN TAX BASIS CARRYOVER
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2012

SCHEDULE OF LOSS LIMITATIONS

PAGE 1

CLIENT 3280

JOHN E AND SUZANNE M SWALLOW

ACTIVITY NAME: SWALLOW AND ASSOCIATES, L.C.

(A) CURRENT YEAR AMOUNT	(B) PRIOR YEAR UNALLOWED BASIS LOSS	(C) DISALLOWED DUE TO BASIS LIMITATION	(D) PRIOR YEAR UNALLOWED AT-RISK LOSS	(E) DISALLOWED DUE TO AT-RISK LIMITATION	(F) PRIOR YEAR UNALLOWED PASSIVE LOSS	(G) DISALLOWED DUE TO PASSIVE LOSS LIMITATIONS	(H) TAX RETURN
-38	0	0	0	0	0	0	-38
-38	0	0	0	0	0	0	-38
TOTAL SCHEDULE E PAGE 2							

ORDINARY INCOME (LOSS)
NET INCOME (LOSS)

TOTAL SCHEDULE E PAGE 2

ACTIVITY NAME: SWALLOW AND ASSOCIATES, L.C.

(A) CURRENT YEAR AMOUNT	(B) PRIOR YEAR UNALLOWED BASIS LOSS	(C) DISALLOWED DUE TO BASIS LIMITATION	(D) PRIOR YEAR UNALLOWED AT-RISK LOSS	(E) DISALLOWED DUE TO AT-RISK LIMITATION	(F) PRIOR YEAR UNALLOWED PASSIVE LOSS	(G) DISALLOWED DUE TO PASSIVE LOSS LIMITATIONS	(H) TAX RETURN
0	0	0	0	0	-33	33	0
0	0	0	0	0	-33	33	0
TOTAL SCHEDULE E PAGE 2							

NET INCOME (LOSS)

TOTAL SCHEDULE E PAGE 2

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JS000903

12/31/12

2012 FEDERAL DEPRECIATION SCHEDULE

PAGE 1

CLIENT 3280

JOHN E AND SUZANNE M SWALLOW

NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	CUR 179 EDMIS	BUS. PCT	COST/ BASIS	SPECIAL DEPR. ALLOW	PRIOR 179/ BONUS/ SP DEPR	PRIOR DEC BAL DEPR	SALVAGE BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
SCHEDULE A (POINTS)																
AMORTIZATION																
1	LOAN ORIGINATION FEES	10/25/10				1,466					1,466	171		S/L	10	147
	TOTAL AMORTIZATION					1,466	0	0	0	0	1,466	171				147
	TOTAL DEPRECIATION					0	0	0	0	0	0	0				0
	GRAND TOTAL AMORTIZATION					1,466	0	0	0	0	1,466	171				147
	GRAND TOTAL DEPRECIATION					0	0	0	0	0	0	0				0

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JS000904



Account History: [REDACTED]

EXHIBIT	33
WIT:	Swallow
DATE:	10-25-13
CHICourt, LLC	

Transaction Date	Transaction	Credit	Debit	Balance
6/1/11 2:58 PM	CREDIT Deposit @ Check City	\$14.95	\$0.00	\$14.95
6/1/11 2:58 PM	DEBIT 4.95 Order Debit Card	\$0.00	\$4.95	\$10.00
6/1/11 6:32 PM	CREDIT Deposit @ Softwise	\$1,500.00	\$0.00	\$1,510.00
6/1/11 7:24 PM	DEBIT \$69.95 Generic Account Subscription Fee	\$0.00	\$69.95	\$1,440.05
6/2/11 7:55 PM	DEBIT PIN \$213.69 SPORTS AUTHORITY 10200 S STATE STREET SANDY UTUS	\$0.00	\$213.69	\$1,226.36
6/2/11 9:54 PM	DEBIT SIG \$73.43 CHEVRON 00203195 DRAPER UTUS	\$0.00	\$73.43	\$1,152.93
6/4/11 8:57 PM	DEBIT SIG \$40.35 CHEVRON 00072991 PARK CITY UTUS	\$0.00	\$40.35	\$1,112.58
6/6/11 5:43 AM	DEBIT SIG \$37.63 BUDGET RENT-A-CAR MARIETTA GAUS	\$0.00	\$37.63	\$1,074.95
6/7/11 5:38 AM	DEBIT SIG \$78.00 CLARION SUITES SAINT GEORGE UTUS	\$0.00	\$78.00	\$996.95
6/7/11 10:41 AM	DEBIT SIG \$49.32 EXXONMOBIL 6720 W HWY 22 WILSON WYUS	\$0.00	\$49.32	\$947.57
6/8/11 11:53 AM	DEBIT SIG \$33.11 TGI FRIDAY'S #1835 ATLANTA GAUS	\$0.00	\$33.11	\$914.46
6/8/11 9:29 PM	DEBIT SIG \$8.50 DELTA ONBOARD ATLANTA GAUS	\$0.00	\$8.50	\$905.96
6/10/11 9:21 PM	DEBIT SIG \$57.14 CHEVRON 00212088 SANDY UTUS	\$0.00	\$57.14	\$848.82
6/11/11 6:42 AM	DEBIT SIG \$14.28 MARRIOTT 33707 F&B CHICAGO ILUS	\$0.00	\$14.28	\$834.54
6/11/11 5:42 AM	DEBIT SIG \$23.90 MARRIOTT 33707 F&B CHICAGO ILUS	\$0.00	\$23.90	\$810.64
6/11/11 5:42 AM	DEBIT SIG \$40.20 MARRIOTT 33707 O'HARE CHICAGO ILUS	\$0.00	\$40.20	\$770.44
6/13/11 6:32 AM	DEBIT SIG \$25.00 KELLIE&CO8012553223LN WEST JORDAN UTUS	\$0.00	\$25.00	\$745.44
6/20/11 8:53 PM	DEBIT SIG \$9.00 MULLIGAN'S SOUTH JORDAN UTUS	\$0.00	\$9.00	\$736.44
6/23/11 10:58 PM	DEBIT SIG \$22.10 HILTON HOTEL THE DRAKE CHICAGO ILUS	\$0.00	\$22.10	\$714.28
6/24/11 5:32 AM	DEBIT SIG \$66.99 CHEVRON 00207282 WEST VALLEY CUTUS	\$0.00	\$66.99	\$647.29
6/27/11 5:21 AM	DEBIT SIG \$8.40 CHOCOLATE COTTAGE LLC SANDY UTUS	\$0.00	\$8.40	\$640.89
6/27/11 6:21 PM	CREDIT Deposit @ Check City	\$1,900.00	\$0.00	\$2,540.89
6/27/11 7:28 PM	DEBIT PIN \$74.66 SOU THE HOME DEPOT 862233 135 EAST 11400 SOUTH SANDY UTUS	\$0.00	\$74.66	\$2,466.23
6/28/11 6:33 AM	DEBIT SIG \$248.86 INTERCONTINENTAL KC AT KANSAS CITY MOUS	\$0.00	\$248.86	\$2,217.27
6/29/11 6:01 AM	DEBIT SIG \$61.89 MARKET STREET OYSTER BASALT LAKE CITUTUS	\$0.00	\$61.89	\$2,155.38
6/30/11 5:44 AM	DEBIT SIG \$1.84 CHEVRON 00073054 SALT LAKE CITUTUS	\$0.00	\$1.84	\$2,153.44
6/30/11 5:44 AM	DEBIT SIG \$70.88 CHEVRON 00073054 SALT LAKE CITUTUS	\$0.00	\$70.88	\$2,082.56
6/30/11 12:43 PM	DEBIT SIG \$19.15 MIMIS CAFE 65 SANDY UTUS	\$0.00	\$19.15	\$2,063.41
6/30/11 10:14 PM	DEBIT SIG \$36.28 CHILI'S GRI46600014662 CENTERVILLE UTUS	\$0.00	\$36.28	\$2,027.13
7/1/11 1:10 PM	DEBIT SIG \$28.52 MIMIS CAFE 65 SANDY UTUS	\$0.00	\$28.52	\$2,000.61
7/4/11 11:35 AM	DEBIT SIG \$26.00 KELLIE&CO8012553223LN WEST JORDAN UTUS	\$0.00	\$26.00	\$1,974.61
7/4/11 9:17 PM	DEBIT SIG \$16.05 FRED MEYER 8181 OLD GLACIER HWY. JUNEAU AKUS	\$0.00	\$16.05	\$1,958.56
7/6/11 5:03 AM	DEBIT SIG \$125.39 AVIS RENT A CAR #6 JUNEAU AKUS	\$0.00	\$125.39	\$1,833.17
7/6/11 5:03 AM	CREDIT \$125.39 AVIS RENT A CAR #6 JUNEAU AKUS	\$125.39	\$0.00	\$1,958.56
7/25/11 5:41 AM	DEBIT SIG \$25.00 KELLIE&CO8012553223LN WEST JORDAN UTUS	\$0.00	\$25.00	\$1,933.56
7/25/11 1:39 PM	DEBIT PIN IFA DRAPER STORE 1071 E. PIONEER ROAD DRAPER UTUS	\$0.00	\$72.02	\$1,861.54
7/26/11 1:51 PM	DEBIT PIN HOLIDAY OIL #07 293 E 12300 S DRAPER UTUS	\$0.00	\$47.65	\$1,813.89
7/29/11 6:38 AM	DEBIT SIG CHEVRON 00071320 SANDY (SANDY UTUS	\$0.00	\$49.94	\$1,763.95
7/29/11 4:46 PM	DEBIT PIN SHELL Service Station SHELL SANDY UTUS	\$0.00	\$61.99	\$1,711.96
7/29/11 5:47 PM	DEBIT PIN JIFFY LUBE #2007 10620 S 700 E SANDY UTUS	\$0.00	\$27.77	\$1,684.19
7/30/11 9:23 AM	DEBIT PIN REAMS #9 10650 S 700 EAST SANDY UTUS	\$0.00	\$7.20	\$1,676.99
8/1/11 6:02 PM	DEBIT PIN USPS 4921080120 DRAPER UTUS	\$0.00	\$6.20	\$1,670.79
8/2/11 12:22 PM	DEBIT SIG MAGLEBY'S AT MARRI PROVO UTUS	\$0.00	\$57.11	\$1,613.68
8/3/11 8:40 PM	DEBIT PIN SHELL Service Station SHELL SANDY UTUS	\$0.00	\$54.57	\$1,559.11
8/4/11 9:28 PM	DEBIT SIG P.F. CHANG'S #6000 SALT LAKE CITY UTUS	\$0.00	\$49.09	\$1,510.02
8/6/11 6:33 AM	DEBIT SIG CHEVRON 00205734 HANKSVILLE UTUS	\$0.00	\$63.74	\$1,446.28
8/6/11 8:53 PM	DEBIT SIG SUBWAY 03470390 CASTLE DALE UTUS	\$0.00	\$12.82	\$1,433.46
8/7/11 4:26 AM	DEBIT SIG STAN'S BURGER SHAC HANKSVILLE UTUS	\$0.00	\$20.66	\$1,412.80
8/7/11 11:16 AM	DEBIT SIG GILLEY'S INC. #3 FERRON UTUS	\$0.00	\$34.02	\$1,378.78
8/10/11 6:17 AM	DEBIT SIG CHEVRON 00301989 DRAPER UTUS	\$0.00	\$68.50	\$1,310.28
8/12/11 5:25 AM	DEBIT SIG JEM'S RESTAURANT SALT LAKE CITUTUS	\$0.00	\$22.26	\$1,288.02
8/13/11 11:48 AM	DEBIT SIG MIMIS CAFE 65 SANDY UTUS	\$0.00	\$22.29	\$1,265.73
8/15/11 6:11 AM	DEBIT SIG KNEADERS 8018387700 DRAPER UTUS	\$0.00	\$6.46	\$1,259.27
8/15/11 5:11 AM	DEBIT SIG KELLIE&CO8012553223LN WEST JORDAN UTUS	\$0.00	\$26.00	\$1,233.27

*All Times Listed are CST



Account History

Transaction Date	Transaction	Credit	Debit	Balance
8/16/11 2:08 PM	CREDIT Credit: Cash Load at Softwise Attn: Danny Barney 2474 N. University Ave PROVO,UT 84604	\$1,600.00	\$0.00	\$2,735.67
8/19/11 12:08 PM	DEBIT SIG MAVERIK CNTRY STRE 304 DRAPER UTUS	\$0.00	\$68.49	\$2,667.18
8/19/11 9:53 PM	DEBIT PIN FLYING J #774 90 SOUTH STONE ROAD SNOWVILLE UTUS	\$0.00	\$61.97	\$2,605.21
8/20/11 8:49 PM	DEBIT SIG APPLEBEES 928601410026 TWIN FALLS IDUS	\$0.00	\$50.00	\$2,555.21
8/21/11 11:03 AM	DEBIT SIG PAPA MURPHY'S UT034 DRAPER UTUS	\$0.00	\$26.17	\$2,529.04
8/24/11 4:56 AM	DEBIT SIG CHEVRON 00072991 PARK CITY UTUS	\$0.00	\$68.31	\$2,460.73
8/24/11 11:13 AM	DEBIT SIG MIMIS CAFE 65 SANDY UTUS	\$0.00	\$24.36	\$2,436.37
8/24/11 8:42 PM	DEBIT SIG SUBWAY 00011320 SALT LAKE CITUTUS	\$0.00	\$12.34	\$2,424.03
8/25/11 11:43 AM	DEBIT SIG THAI FOON TASTE OF SALT LAKE CITUTUS	\$0.00	\$19.37	\$2,404.66
8/25/11 9:00 PM	DEBIT SIG SOUTH VALLEY CHIROPAC DRAPER UTUS	\$0.00	\$25.00	\$2,379.66
8/26/11 6:06 PM	DEBIT PIN BINGHAM CYCLERY 10510 SO 1300 E. SANDY UTUS	\$0.00	\$18.15	\$2,361.51
8/27/11 12:28 PM	DEBIT SIG MRS FIELDS COOKIES SANDY UTUS	\$0.00	\$5.80	\$2,355.71
8/27/11 12:28 PM	DEBIT SIG FAZOLI'S #5225 DRAPER UTUS	\$0.00	\$18.52	\$2,337.19
8/27/11 9:02 PM	DEBIT SIG THE OLIVE GARD 00017814 AMERICAN FORKUTUS	\$0.00	\$30.86	\$2,306.33
8/29/11 12:13 AM	DEBIT SIG SOUTH VALLEY CHIROPAC DRAPER UTUS	\$0.00	\$25.00	\$2,281.33
8/29/11 6:43 PM	DEBIT PIN SHELL Service Station SHELL SANDY UTUS	\$0.00	\$68.07	\$2,213.26
8/31/11 5:09 AM	DEBIT SIG IEM'S RESTAURANT SALT LAKE CITUTUS	\$0.00	\$21.26	\$2,192.00
9/2/11 12:55 PM	DEBIT SIG BAMBARA RESTAURANT SALT LAKE CITUTUS	\$0.00	\$48.83	\$2,143.17
9/2/11 10:35 PM	DEBIT PIN SHELL Service Station SHELL SANDY UTUS	\$0.00	\$65.09	\$2,078.08
9/2/11 11:19 PM	DEBIT SIG AMPCO PARKING 222 BUILDSALT LAKE CITUTUS	\$0.00	\$2.00	\$2,080.08
9/3/11 12:13 PM	DEBIT SIG MRS FIELDS COOKIES SANDY UTUS	\$0.00	\$5.00	\$2,074.28
9/4/11 4:29 AM	DEBIT SIG LAMBS GRILL SALT LAKE CITUTUS	\$0.00	\$14.40	\$2,059.88
9/5/11 11:23 AM	DEBIT SIG KELLIE&CO 8012553223LN WEST JORDAN UTUS	\$0.00	\$25.00	\$2,034.88
9/6/11 4:39 PM	DEBIT PIN COMMON CENTS #262 12278 SOUTH STATE STREEDRAPER UTUS	\$0.00	\$66.55	\$1,978.33
9/8/11 5:03 AM	DEBIT SIG LA FUENTE TOOEE TOOEE UTUS	\$0.00	\$20.01	\$1,958.32
9/8/11 11:52 AM	DEBIT PIN CNS RITE AID CORP. 031254 PO BOX 681268 PARK CITY UTUS	\$0.00	\$52.65	\$1,905.67
9/9/11 2:50 PM	DEBIT SIG VZWRLSS IVRDEBIT VISW FOLSOM CAUS	\$0.00	\$342.59	\$1,563.08
9/10/11 5:29 AM	DEBIT SIG FAST STOP 211 MOUNTAIN GREEUTUS	\$0.00	\$47.14	\$1,515.94
9/10/11 8:28 PM	DEBIT SIG CARINO'S ITALIAN WEST JORDAN UTUS	\$0.00	\$24.39	\$1,491.55
9/11/11 10:49 PM	DEBIT SIG AMI 801-6552595 UTUS	\$0.00	\$566.86	\$924.69
9/13/11 1:15 PM	DEBIT PIN WALGREENS SWC OF NEW MONTGOMERY SAN FRANCISCOCAUS	\$0.00	\$24.87	\$899.82
9/14/11 8:44 PM	DEBIT SIG FIREWOOD CAFE OAKLAND OAKLAND CAUS	\$0.00	\$4.35	\$895.47
9/14/11 8:44 PM	DEBIT SIG OTAEZ AT AIRPORT LLC OAKLAND CAUS	\$0.00	\$10.06	\$885.41
9/14/11 8:44 PM	DEBIT SIG CALIFORNIA PIZZA 254 SAN FRANCISCOCAUS	\$0.00	\$11.03	\$874.38
9/14/11 8:44 PM	DEBIT SIG CALIFORNIA PIZZA 254 SAN FRANCISCOCAUS	\$0.00	\$21.13	\$853.25
9/15/11 5:13 AM	DEBIT SIG AT&T PARK CONCESS SAN FRANCISCOCAUS	\$0.00	\$13.25	\$840.00
9/15/11 5:13 AM	DEBIT SIG IEM'S RESTAURANT SALT LAKE CITUTUS	\$0.00	\$13.63	\$826.37
9/15/11 5:13 AM	DEBIT SIG ST REGIS SAN FRANCISCO SAN FRANCISCOCAUS	\$0.00	\$403.52	\$422.85
9/15/11 9:58 AM	DEBIT PIN SHELL Service Station SHELL SANDY UTUS	\$0.00	\$68.24	\$354.61
9/15/11 9:14 PM	DEBIT SIG UT BUS RENEWAL WEB 801-630-6431 UTUS	\$0.00	\$15.00	\$341.61
9/15/11 9:14 PM	DEBIT SIG UT BUS RENEWAL WEB 801-630-6431 UTUS	\$0.00	\$4.00	\$326.61
9/17/11 1:05 PM	DEBIT PIN SHELL Service Station SHELL SANDY UTUS	\$0.00	\$3.90	\$318.71
9/17/11 1:59 PM	DEBIT PIN SHELL Service Station SHELL SANDY UTUS	\$0.00	\$21.95	\$297.36
9/18/11 11:11 AM	DEBIT SIG PAPA MURPHY'S UT034 DRAPER UTUS	\$0.00	\$58.83	\$238.53
9/19/11 5:40 PM	DEBIT PIN FLYING J #743 1597 S MAIN ST NEPHI UTUS	\$0.00	\$31.40	\$207.13
9/20/11 11:19 AM	DEBIT SIG GO GUNG HO LLC 801-4003779 UTUS	\$0.00	\$39.13	\$168.00
9/20/11 10:56 PM	DEBIT SIG TEXACO 00304819 ST. GEORGE UTUS	\$0.00	\$9.50	\$158.50
9/21/11 5:05 AM	DEBIT SIG SUPERSONIC SANDY SANDY UTUS	\$0.00	\$34.04	\$123.56
9/21/11 11:18 AM	DEBIT SIG PLAYERS SPORTS GRILL SAINT GEORGE UTUS	\$0.00	\$34.04	\$123.56
9/23/11 10:48 AM	CREDIT Credit: Cash Load at Softwise Attn: Danny Barney 2474 N. University Ave PROVO,UT 84604	\$1,500.00	\$0.00	\$1,623.56
9/23/11 11:55 AM	DEBIT SIG MIMIS CAFE 65 SANDY UTUS	\$0.00	\$20.05	\$1,603.51
9/23/11 9:14 PM	DEBIT SIG CHEVRON 00204564 LEHI UTUS	\$0.00	\$72.14	\$1,531.37
9/26/11 12:09 AM	DEBIT SIG PIER 49 PIZZA - DRAPER DRAPER UTUS	\$0.00	\$6.46	\$1,524.91
9/28/11 5:33 AM	DEBIT SIG MARKET STREET OYSTER BASALT LAKE CITUTUS	\$0.00	\$53.35	\$1,471.56

All Times Listed are CST



Account History

Transaction Date	Transaction	Credit	Debit	Balance
9/28/11 8:10 PM	DEBIT SIG BRAZA GRILL MURRAY UTUS	\$0.00	\$35.11	\$1,438.45
9/29/11 12:25 PM	DEBIT SIG CIRCLEK6608 AS10081719 SANDY UTUS	\$0.00	\$5.74	\$1,430.71
9/29/11 12:26 PM	DEBIT SIG CIRCLEK6608 AS10081719 SANDY UTUS	\$0.00	\$70.58	\$1,360.13
9/30/11 5:48 AM	DEBIT SIG FAIRFIELD INN & SUITE SST. GEORGE UTUS	\$0.00	\$265.38	\$1,094.75
10/1/11 5:51 AM	DEBIT SIG KELLIE&CO8012553223LN WEST JORDAN UTUS	\$0.00	\$25.00	\$1,069.75
10/1/11 5:51 AM	DEBIT SIG KELLIE&CO8012553223 WEST JORDAN UTUS	\$0.00	\$58.76	\$1,010.99
10/1/11 9:30 PM	DEBIT PIN FRESH MARKET DRAPER 1212 DRAPER PARKWAY DRAPER UTUS	\$0.00	\$29.43	\$981.56
10/4/11 9:00 PM	DEBIT SIG DELTA AIR 00623594352DELTA.COM CAUS	\$0.00	\$292.00	\$689.56
10/4/11 9:00 PM	DEBIT SIG BLUE LEMON HIGHLAND UTUS	\$0.00	\$16.14	\$673.42
10/5/11 10:50 AM	DEBIT PIN HOLIDAY OIL #08 606 W 5300 S MURRAY UTUS	\$0.00	\$68.81	\$604.61
10/6/11 11:32 AM	DEBIT SIG BATTERIES PLUS #35 SANDY UTUS	\$0.00	\$8.10	\$596.51
10/7/11 12:13 PM	DEBIT SIG AVIS CAR RENTAL MARIETTA GAUS	\$0.00	\$78.71	\$517.80
10/7/11 1:48 PM	CREDIT Credit: Cash Load at Softwise Attn: Danny Barney 2474 N. University Ave PROVO, UT 84604	\$1,500.00	\$0.00	\$2,017.80
10/9/11 10:43 PM	DEBIT SIG EXXONMOBIL 47634886 DRAPER UTUS	\$0.00	\$58.35	\$1,959.45
10/10/11 4:21 PM	DEBIT PIN SQU THE HOME DEPOT 361871 135 EAST 11400 SOUTH SANDY UTUS	\$0.00	\$83.49	\$1,895.96
10/10/11 4:38 PM	DEBIT PIN SQU BEST BUY #497 732538 35 WEST 11400 SOUTH SANDY UTUS	\$0.00	\$96.15	\$1,799.81
10/10/11 5:27 PM	DEBIT PIN SHELL Service Station SHELL SANDY UTUS	\$0.00	\$81.63	\$1,718.18
10/10/11 6:58 PM	DEBIT PIN HARMONS - DRAPER 672 EAST 11400 SOUTH DRAPER UTUS	\$0.00	\$64.44	\$1,653.74
10/12/11 7:57 AM	DEBIT SIG MCNEILS AUTO CARE SANDY UTUS	\$0.00	\$35.85	\$1,627.89
10/12/11 2:28 PM	DEBIT PIN SMITH & ED 3936 N HWY 126 US NORTH OGDEN UTUS	\$0.00	\$217.93	\$1,409.96
10/14/11 9:58 PM	DEBIT SIG CHEVRON 00071320 SANDY (SANDY UTUS	\$0.00	\$63.29	\$1,346.67
10/17/11 12:38 AM	DEBIT SIG PIER 49 PIZZA - DRAPER DRAPER UTUS	\$0.00	\$13.92	\$1,332.75
10/20/11 10:37 AM	DEBIT PIN SHELL Service Station SHELL SANDY UTUS	\$0.00	\$63.94	\$1,268.81
10/20/11 9:04 PM	DEBIT SIG FARRS FRESH SANDY SANDY UTUS	\$0.00	\$7.93	\$1,260.88
10/21/11 11:59 AM	DEBIT PIN BOUNTIFUL RIDGE GO 2430 SOUTH BOUNTIF BOUNTIFUL UTUS	\$0.00	\$32.00	\$1,228.88
10/22/11 5:13 AM	DEBIT SIG KELLIE&CO8012553223LN WEST JORDAN UTUS	\$0.00	\$25.00	\$1,203.88
10/22/11 2:22 PM	DEBIT PIN SPORTS AUTHORITY 10200 S STATE STREET SANDY UTUS	\$0.00	\$61.36	\$1,142.52
10/22/11 2:53 PM	DEBIT PIN BOUNTIFUL RIDGE GO 2430 SOUTH BOUNTIF BOUNTIFUL UTUS	\$0.00	\$32.00	\$1,110.52
10/22/11 8:44 PM	DEBIT SIG GOLDEN SPOON 801-816-1983 UTUS	\$0.00	\$2.78	\$1,107.74
10/23/11 10:49 PM	DEBIT SIG BOUNTIFUL RIDGE GOLF C BOUNTIFUL UTUS	\$0.00	\$11.10	\$1,096.64
10/23/11 10:49 PM	DEBIT SIG PIER 49 PIZZA - DRAPER DRAPER UTUS	\$0.00	\$17.09	\$1,079.55
10/25/11 11:21 AM	CREDIT Credit: Cash Load at Softwise Attn: Danny Barney 2474 N. University Ave PROVO, UT 84604	\$1,800.00	\$0.00	\$2,879.55
10/26/11 11:22 AM	DEBIT SIG LOS HERMANOS - PRO PROVO UTUS	\$0.00	\$32.75	\$2,846.80
10/26/11 11:22 AM	DEBIT SIG MAVERIK CNTRY STRE 331 SALT LAKE CITUTUS	\$0.00	\$72.71	\$2,774.09
10/26/11 11:22 AM	DEBIT SIG PIER 49 PIZZA - DRAPER DRAPER UTUS	\$0.00	\$7.46	\$2,766.63
10/27/11 11:31 PM	DEBIT SIG ON BROADWAY DELI SALT LAKE CITUTUS	\$0.00	\$7.65	\$2,759.08
10/29/11 9:13 PM	DEBIT SIG CAFE ZUPAS SOUTH JORDAN SOUTH JORDAN UTUS	\$0.00	\$48.50	\$2,710.58
10/30/11 4:22 AM	DEBIT SIG MARKET STREET GRILL RIVSOUTH JORDAN UTUS	\$0.00	\$14.39	\$2,696.19
11/1/11 11:50 AM	DEBIT SIG VERIZON WRLS IVR VW 800-9220204 CAUS	\$0.00	\$140.67	\$2,555.52
11/1/11 11:51 AM	DEBIT SIG GO-GUNG HO LLC 801-4003779 UTUS	\$0.00	\$31.40	\$2,524.12
11/1/11 2:35 PM	CREDIT Credit: Cash Load at Softwise Attn: Danny Barney 2474 N. University Ave PROVO, UT 84604	\$1,800.00	\$0.00	\$4,324.12
11/2/11 12:06 PM	DEBIT SIG MIMIS CAFE 65 SANDY UTUS	\$0.00	\$17.92	\$4,306.20
11/3/11 12:24 PM	DEBIT SIG MAGLEBY'S AT MARRI PROVO UTUS	\$0.00	\$15.96	\$4,290.24
11/3/11 9:31 PM	DEBIT SIG CHEVRON 00071320 SANDY (SANDY UTUS	\$0.00	\$64.48	\$4,225.76
11/3/11 9:31 PM	DEBIT SIG DELTA AIR 00623621080DELTA.COM CAUS	\$0.00	\$732.80	\$3,492.96
11/4/11 5:25 AM	DEBIT SIG CHEVRON 00207391 PRICE UTUS	\$0.00	\$28.57	\$3,464.41
11/4/11 5:25 AM	DEBIT SIG 7-ELEVEN 33985 DRAPER UTUS	\$0.00	\$68.30	\$3,406.11
11/5/11 8:37 PM	DEBIT SIG EINSTEIN BROS BAGELS073SALT LAKE CITUTUS	\$0.00	\$2.75	\$3,403.36
11/6/11 10:50 PM	DEBIT SIG GOLDEN SPOON 801-816-1983 UTUS	\$0.00	\$6.41	\$3,396.95
11/6/11 10:50 PM	DEBIT SIG FARRS FRESH SANDY SANDY UTUS	\$0.00	\$20.99	\$3,377.96

All Times Listed are CST



Account History

Transaction Date	Transaction	Credit	Debit	Balance
11/7/11 11:48 AM	DEBIT SIG KELLIE&CO8012553223 WEST JORDAN UTUS	\$0.00	\$25.00	\$3,352.96
11/8/11 8:44 PM	DEBIT SIG NYC-TAXI LONG ISLAND NYUS	\$0.00	\$9.90	\$3,343.06
11/9/11 8:59 PM	DEBIT SIG T3 SBARROS FC 10433118 JAMAICA NYUS	\$0.00	\$7.61	\$3,335.45
11/9/11 8:59 PM	DEBIT SIG BALDUCCHI'S T3 10434892 JAMAICA NYUS	\$0.00	\$16.40	\$3,319.05
11/10/11 5:23 AM	DEBIT SIG RADISSON MARTINIQUE BWYNEW YORK NYUS	\$0.00	\$45.34	\$3,273.71
11/12/11 10:40 AM	DEBIT PIN SHELL Service Station SHELL SANDY UTUS	\$0.00	\$56.03	\$3,217.68
11/13/11 10:49 PM	DEBIT SIG GOLDEN SPOON 801-816-1983 UTUS	\$0.00	\$4.38	\$3,213.30
11/13/11 10:49 PM	DEBIT SIG PIER 49 PIZZA - DRAPER DRAPER UTUS	\$0.00	\$13.92	\$3,199.38
11/14/11 4:46 AM	DEBIT SIG JUINTA GOLF SANDY SANDY UTUS	\$0.00	\$96.14	\$3,103.24
11/14/11 11:55 AM	DEBIT SIG KELLIE&CO8012553223LN WEST JORDAN UTUS	\$0.00	\$25.00	\$3,078.24
11/14/11 8:42 PM	DEBIT SIG CALIFORNIA PIZ30553218 SALT LAKECITYUTUS	\$0.00	\$13.13	\$3,065.11
11/16/11 8:57 AM	DEBIT PIN NNT CELLULAR SALES 460617 329 WEST 41ST STREET MIAMI BEACH FLUS	\$0.00	\$320.89	\$2,744.12
11/16/11 8:50 PM	DEBIT SIG THE BREAKERS RETAIL SHOPALM BEACH FLUS	\$0.00	\$169.00	\$2,585.12
11/17/11 11:52 AM	DEBIT SIG BUDGET RENT-A-CAR WEST PALM BEAFLUS	\$0.00	\$827.72	\$2,267.40
11/17/11 9:30 PM	DEBIT SIG NICK & JOHNNIES PALM BEACH FLUS	\$0.00	\$52.48	\$2,204.94
11/19/11 6:23 AM	DEBIT SIG HERTZ RENT-A-CAR ST GEORGE UTUS	\$0.00	\$52.38	\$2,162.56
11/19/11 12:08 PM	DEBIT SIG BLACK BEAR-ST GEORGE ST GEORGE UTUS	\$0.00	\$77.02	\$2,075.54
11/19/11 6:13 PM	DEBIT PIN FIL.MART 1612 BLUELAKES N TWIN FALLS IDUS	\$0.00	\$40.74	\$2,034.80
11/19/11 9:48 PM	DEBIT PIN SHELL Service Station SHELL SANDY UTUS	\$0.00	\$34.86	\$2,000.14
11/23/11 12:01 PM	DEBIT SIG MIMIS CAFE 65 SANDY UTUS	\$0.00	\$24.44	\$1,975.70
11/23/11 6:48 PM	DEBIT PIN SMITHS.10305 S. 1300 E. SANDY UTUS	\$0.00	\$88.65	\$1,912.05
11/23/11 9:19 PM	DEBIT SIG CHEVRON 00357355 SALT LAKE CITUTUS	\$0.00	\$85.72	\$1,846.33
11/24/11 5:05 AM	DEBIT SIG KELLIE&CO8012553223LN WEST JORDAN UTUS	\$0.00	\$25.00	\$1,821.33
11/24/11 6:06 AM	DEBIT SIG MODERN DISPLAY SALT LAKE CITUTUS	\$0.00	\$32.66	\$1,789.27
11/24/11 9:10 PM	DEBIT SIG FARRS FRESH SANDY SANDY UTUS	\$0.00	\$5.75	\$1,783.52
11/24/11 9:10 PM	DEBIT SIG SUBWAY 03009479 SALT LAKE CITUTUS	\$0.00	\$7.28	\$1,776.24
11/26/11 12:00 PM	DEBIT SIG PAPA MURPHY'S.UT034 DRAPER UTUS	\$0.00	\$21.26	\$1,754.98
11/28/11 6:17 AM	DEBIT SIG KNEADERS 8018387700 DRAPER UTUS	\$0.00	\$18.32	\$1,736.66
11/28/11 9:13 AM	DEBIT PIN CANYONVIEW CLEANER 1373 EAST 10800.S0 SANDY UTUS	\$0.00	\$18.48	\$1,718.20
11/28/11 10:31 PM	DEBIT PIN SHELL Service Station SHELL CONVERSE TXUS	\$0.00	\$63.60	\$1,654.60
11/29/11 12:07 PM	DEBIT SIG LUPE TORTILLA MEXI KATY TXUS	\$0.00	\$44.83	\$1,609.77
11/29/11 6:21 PM	DEBIT PIN MACY'S 713 151 BOWIE ST SAN ANTONIO TXUS	\$0.00	\$43.25	\$1,566.52
11/29/11 9:14 PM	DEBIT SIG PARADISE SLC LLC Q02 SALT LAKE CITUTUS	\$0.00	\$13.61	\$1,552.91
11/30/11 5:24 AM	DEBIT SIG QUENTHER HOUSE RESTAURASAN ANTONIO TXUS	\$0.00	\$34.95	\$1,517.96
12/1/11 1:04 PM	DEBIT SIG ROSARIOS SAN ANTONIO TXUS	\$0.00	\$10.84	\$1,507.12
12/2/11 1:21 PM	DEBIT SIG GO GUNG HO LLC 801-4003779 UTUS	\$0.00	\$31.40	\$1,475.72
12/2/11 10:26 PM	DEBIT SIG FAMOUS FAMILIA PIZZA SAN ANTONIO TXUS	\$0.00	\$10.87	\$1,465.05
12/3/11 6:36 AM	DEBIT SIG CANYONVIEW CLEANER SANDY UTUS	\$0.00	\$15.14	\$1,449.91
12/3/11 4:41 PM	DEBIT PIN SOU BEST BUY #497 532048 35 WAST 11400 SOUTH SANDY UTUS	\$0.00	\$267.11	\$1,182.80
12/5/11 11:51 AM	DEBIT SIG KELLIE&CO8012553223LN WEST JORDAN UTUS	\$0.00	\$25.00	\$1,157.80
12/7/11 5:45 AM	DEBIT SIG HARDY'S LAYTON UTUS	\$0.00	\$62.32	\$1,095.48
12/7/11 12:24 PM	DEBIT SIG V2WRLSS.IVRDEBIT VISW FOLSOM CAUS	\$0.00	\$286.34	\$809.14
12/7/11 3:02 PM	DEBIT PIN FLYING J #747 1460 N 1750 W SPRINGVILLE UTUS	\$0.00	\$54.83	\$754.31
12/8/11 8:19 PM	DEBIT SIG MARLEYS LINDON UTUS	\$0.00	\$21.91	\$732.40
12/9/11 4:59 AM	DEBIT SIG COWBOYS SMOKEHOUSE LLC PANGUITCH UTUS	\$0.00	\$68.89	\$663.51
12/9/11 4:59 AM	DEBIT SIG THE RANCHER DELTA UTUS	\$0.00	\$18.85	\$644.66
12/9/11 12:26 PM	DEBIT SIG MAVERICK COUNTRY STORE CEDAR CITY UTUS	\$0.00	\$40.39	\$604.27
12/9/11 12:26 PM	DEBIT SIG SAGE BRUSH GRILL MONROE UTUS	\$0.00	\$190.35	\$413.92
12/9/11 9:48 PM	DEBIT SIG MARKET GRILL CEDAR CITY UTUS	\$0.00	\$50.00	\$363.92
12/9/11 9:48 PM	DEBIT SIG CHEVRON 00071320 SANDY (SANDY UTUS	\$0.00	\$57.23	\$308.69
12/9/11 9:48 PM	DEBIT SIG MARKET GRILL CEDAR CITY UTUS	\$0.00	\$127.77	\$180.92
12/9/11 11:25 PM	DEBIT SIG TIMBERLINE RESTAURANT BEAVER UTUS	\$0.00	\$67.57	\$113.35
12/10/11 5:45 AM	DEBIT SIG HOME PLATE CAFE FAIRVIEW UTUS	\$0.00	\$20.55	\$92.80
12/11/11 4:28 AM	DEBIT SIG LAHACIENDA MEXICAN RESTDRAPER UTUS	\$0.00	\$29.39	\$63.41
12/11/11 11:21 AM	DEBIT SIG PAPA MURPHY'S UT034 DRAPER UTUS	\$0.00	\$17.10	\$46.31
12/13/11 6:17 AM	DEBIT SIG CIRCLEK6609 ASM SLC SANDY UTUS	\$0.00	\$28.64	\$17.67

*All Times Listed are CST



Account History: [REDACTED]

Transaction Date	Transaction	Credit	Debit	Balance
12/13/11 8:52 PM	DEBIT SIG BLUE LEMON HIGHLAND UTUS	\$0.00	\$19.67	(\$2.00)
12/15/11 3:02 PM	CREDIT Credit: Cash Load at Softwise Attn: Danny Barney 2474 N. University Ave PROVO, UT 84604	\$2,000.00	\$0.00	\$1,998.00
12/16/11 11:14 PM	DEBIT PIN 7-ELEVEN 3720 EAST 7000 SOU SALT LAKE CITY UTUS	\$0.00	\$64.84	\$1,933.16
12/17/11 2:28 PM	DEBIT PIN SHELL Service Station SHELL SANDY UTUS	\$0.00	\$41.88	\$1,891.28
12/17/11 2:33 PM	DEBIT PIN SHELL Service Station SHELL SANDY UTUS	\$0.00	\$25.63	\$1,865.65
12/17/11 10:57 PM	DEBIT SIG PRECISION TIME #58 SANDY UTUS	\$0.00	\$197.68	\$1,667.97
12/21/11 11:57 AM	DEBIT SIG GO GUNG HO LLC 801-4003779 UTUS	\$0.00	\$31.40	\$1,636.57
12/23/11 12:47 PM	DEBIT SIG MAVERIK CNTRY STRE 304 DRAPER UTUS	\$0.00	\$47.27	\$1,589.30
12/24/11 5:35 AM	DEBIT SIG KELLIE&CO8012553223LN WEST JORDAN UTUS	\$0.00	\$25.00	\$1,564.30
12/24/11 3:31 PM	DEBIT PIN HARMONS - DRAPER 872 EAST 11400 SOUTH DRAPER UTUS	\$0.00	\$73.61	\$1,490.79
12/26/11 4:46 AM	DEBIT SIG SUPERSONIC SANDY SANDY UTUS	\$0.00	\$9.00	\$1,481.79
12/27/11 8:42 PM	DEBIT SIG CINEMARK THEATRES 1058 DRAPER UTUS	\$0.00	\$6.25	\$1,475.54
12/29/11 9:34 PM	DEBIT SIG LEE KAY 8019721326 8019721326 UTUS	\$0.00	\$17.00	\$1,458.54
12/29/11 11:00 PM	DEBIT SIG FARRS FRESH SANDY SANDY UTUS	\$0.00	\$16.05	\$1,442.49
1/4/12 8:04 PM	DEBIT SIG TGIF SOUTHTOWNE SANDY UTUS	\$0.00	\$51.39	\$1,391.10
1/5/12 10:25 PM	DEBIT PIN SHELL Service Station SHELL SANDY UTUS	\$0.00	\$69.35	\$1,321.75
1/7/12 8:45 PM	DEBIT SIG MINIS CAFE 65 SANDY UTUS	\$0.00	\$20.66	\$1,311.09
1/8/12 11:18 AM	DEBIT SIG MARKET EXPRESS PRICE UTUS	\$0.00	\$1.02	\$1,310.07
1/8/12 11:18 AM	DEBIT SIG MARKET EXPRESS PRICE UTUS	\$0.00	\$48.99	\$1,263.08
1/8/12 5:08 AM	DEBIT SIG KELLIE&CO8012553223LN WEST JORDAN UTUS	\$0.00	\$25.00	\$1,238.08
1/9/12 10:00 AM	CREDIT Credit: Cash Load at Softwise Attn: Danny Barney 2474 N. University Ave PROVO, UT 84604	\$2,000.00	\$0.00	\$3,238.08
1/9/12 5:12 PM	DEBIT PIN SOU BEST BUY #773 262281 309 E UNIVERSITY PKWY OREM UTUS	\$0.00	\$548.10	\$2,689.98
1/10/12 5:30 PM	DEBIT PIN HOLIDAY OIL #15 290 W CENTER STREET OREM UTUS	\$0.00	\$50.92	\$2,639.06
1/12/12 10:31 PM	DEBIT SIG ARBY'S #708 00007088 OGDEN UTUS	\$0.00	\$5.81	\$2,633.25
1/12/12 10:31 PM	DEBIT SIG CHILI'S GRI02700010272 AMERICAN FORK UTUS	\$0.00	\$72.52	\$2,560.73
1/13/12 9:48 PM	DEBIT SIG CHEVRON 00071320 SANDY (SANDY UTUS	\$0.00	\$52.60	\$2,508.13
1/13/12 11:32 PM	DEBIT SIG CHEVRON 00071320 SANDY (SANDY UTUS	\$0.00	\$41.36	\$2,466.77
1/16/12 10:12 AM	DEBIT PIN WAL Wal-Mart Super 752826 5206 WAL-SAMS S OGDEN UTUS	\$0.00	\$57.83	\$2,408.94
1/18/12 5:35 AM	DEBIT SIG SLOC CAPITOL DINING SALT LAKE CITY UTUS	\$0.00	\$5.39	\$2,403.55
1/20/12 4:15 PM	DEBIT PIN SHELL Service Station SHELL SANDY UTUS	\$0.00	\$34.23	\$2,369.32
1/21/12 5:57 AM	DEBIT SIG KELLIE&CO8012553223LN WEST JORDAN UTUS	\$0.00	\$40.00	\$2,329.32
1/21/12 9:07 AM	DEBIT PIN SHELL Service Station SHELL SANDY UTUS	\$0.00	\$54.83	\$2,274.49
1/21/12 7:16 PM	DEBIT PIN SMITHS 10305 S. 1300 E. SANDY UTUS	\$0.00	\$61.59	\$2,212.90
1/22/12 10:59 PM	DEBIT SIG PIER 49 PIZZA - DRAPER DRAPER UTUS	\$0.00	\$22.48	\$2,190.42
1/25/12 11:39 AM	DEBIT SIG LITTLE CAESARS 1632 401WEST VALLEY UTUS	\$0.00	\$32.36	\$2,158.06
1/27/12 1:57 PM	DEBIT SIG VZWRLSS IVRDEBIT VISW FOLSOM CAUS	\$0.00	\$141.50	\$2,016.56
1/27/12 10:48 PM	DEBIT SIG CHEVRON 00071320 SANDY (SANDY UTUS	\$0.00	\$93.37	\$1,923.19
1/28/12 1:28 PM	DEBIT SIG GO GUNG HO LLC 801-4003779 UTUS	\$0.00	\$32.01	\$1,931.18
1/28/12 9:37 PM	DEBIT SIG DIAMOND PARKING SERVICESALT LAKE CITY UTUS	\$0.00	\$1.50	\$1,929.68
1/31/12 10:24 PM	DEBIT SIG CHEVRON 00071320 SANDY (SANDY UTUS	\$0.00	\$60.58	\$1,869.10
1/31/12 10:24 PM	DEBIT SIG HILTON FOOD & BEVERAGE SALT LAKE CITY UTUS	\$0.00	\$40.36	\$1,828.74
1/31/12 11:55 PM	DEBIT PIN SHELL Service Station SHELL SANDY UTUS	\$0.00	\$47.11	\$1,781.63
2/2/12 6:08 AM	DEBIT SIG MARKET STREET GRILL RIVSOUTH JORDAN UTUS	\$0.00	\$104.44	\$1,677.19
2/3/12 4:58 PM	DEBIT SIG LITTLE AMERICA F&B SALT LAKE CI UTUS	\$0.00	\$39.11	\$1,638.08
2/4/12 5:56 AM	DEBIT SIG KELLIE&CO8012553223LN WEST JORDAN UTUS	\$0.00	\$25.00	\$1,613.08
2/5/12 12:48 PM	DEBIT SIG CAFE RIO SANDY SANDY UTUS	\$0.00	\$13.43	\$1,599.65
2/8/12 11:46 PM	DEBIT SIG FARRS FRESH SANDY SANDY UTUS	\$0.00	\$10.61	\$1,589.04
2/13/12 5:29 PM	DEBIT PIN HARMONS - DRAPER 872 EAST 11400 SOUTH DRAPER UTUS	\$0.00	\$99.79	\$1,489.25
2/14/12 10:18 PM	DEBIT SIG CHEVRON 00203195 DRAPER UTUS	\$0.00	\$54.38	\$1,434.87
2/16/12 11:06 AM	CREDIT Credit: Cash Load at Softwise Attn: Danny Barney 2474 N. University Ave PROVO, UT 84604	\$1,500.00	\$0.00	\$2,934.87
2/18/12 1:05 AM	DEBIT SIG ION BROADWAY DELI SALT LAKE CITY UTUS	\$0.00	\$8.63	\$2,926.24
2/18/12 6:24 AM	DEBIT SIG NEIGHBORS MARKET NORTH SALT LAUTUS	\$0.00	\$31.42	\$2,894.82
2/19/12 11:09 PM	DEBIT SIG DICKEYS UT355 ST. GEORGE UTUS	\$0.00	\$10.99	\$2,883.83
2/20/12 12:52 PM	DEBIT SIG KELLIE&CO8012553223LN WEST JORDAN UTUS	\$0.00	\$25.00	\$2,858.83

All Times Listed are CST



Account History: [REDACTED]

Transaction Date	Transaction	Credit	Debit	Balance
2/20/12 12:52 PM	DEBIT SIG JKELLIE&CO8012553223 WEST JORDAN UTUS	\$0.00	\$69.45	\$2,789.38
2/21/12 12:33 PM	DEBIT SIG JGO GUNG HO LLC 801-4003779 UTUS	\$0.00	\$82.01	\$2,757.37
2/23/12 5:41 AM	DEBIT SIG JCIRCLEK6809 ASM SLC SANDY UTUS	\$0.00	\$31.21	\$2,726.16
2/24/12 6:04 AM	DEBIT SIG JMARKET STREET GRILL RIVSOUTH JORDAN UTUS	\$0.00	\$9.46	\$2,716.70
2/26/12 1:51 PM	DEBIT SIG JMAVERIK CNTRY STRE 331 SALT LAKE CITUTUS	\$0.00	\$55.92	\$2,660.78
5/25/12 5:34 AM	DEBIT Debit: Account Maintenance Fee	\$0.00	\$5.95	\$2,654.83
6/25/12 5:13 AM	DEBIT Debit: Account Maintenance Fee	\$0.00	\$5.95	\$2,648.88
7/25/12 5:34 AM	DEBIT Debit: Account Maintenance Fee	\$0.00	\$5.95	\$2,642.93
8/25/12 5:35 AM	DEBIT Debit: Account Maintenance Fee	\$0.00	\$5.95	\$2,636.98
9/25/12 6:03 AM	DEBIT Debit: Account Maintenance Fee	\$0.00	\$5.95	\$2,631.03
10/25/12 5:35 AM	DEBIT Debit: Account Maintenance Fee	\$0.00	\$5.95	\$2,625.08
11/25/12 6:06 AM	DEBIT Debit: Account Maintenance Fee	\$0.00	\$5.95	\$2,619.13
12/25/12 5:45 AM	DEBIT Debit: Account Maintenance Fee	\$0.00	\$5.95	\$2,613.18
1/25/13 6:18 AM	DEBIT Debit: Account Maintenance Fee	\$0.00	\$5.95	\$2,607.23
2/25/13 7:58 AM	DEBIT Debit: Account Maintenance Fee	\$0.00	\$5.95	\$2,601.28
3/25/13 6:50 AM	DEBIT Debit: Account Maintenance Fee	\$0.00	\$5.95	\$2,595.33
4/25/13 7:55 AM	DEBIT Debit: Account Maintenance Fee	\$0.00	\$5.95	\$2,589.38
5/25/13 7:26 AM	DEBIT Debit: Account Maintenance Fee	\$0.00	\$5.95	\$2,583.43
6/25/13 7:43 AM	DEBIT Debit: Account Maintenance Fee	\$0.00	\$5.95	\$2,577.48
7/25/13 7:07 AM	DEBIT Debit: Account Maintenance Fee	\$0.00	\$5.95	\$2,571.53
8/25/13 8:03 AM	DEBIT Debit: Account Maintenance Fee	\$0.00	\$5.95	\$2,565.58
9/25/13 8:14 AM	DEBIT Debit: Account Maintenance Fee	\$0.00	\$5.95	\$2,559.63
10/14/13 1:41 PM	DEBIT Additional Statement Mailing Fee	\$0.00	\$5.95	\$2,553.68

*All Times Listed are CST

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From: John Swallow [johneswallow@gmail.com]
Sent: Wednesday, September 29, 2010 5:39 PM
To: Richard Rawle
Subject: Re: Mtg with Harry Reid's contact

No this is civil, not criminal.

Sent from my Verizon Wireless BlackBerry

From: "Richard Rawle" <Richard@softwiseonline.com>
Date: Wed, 29 Sep 2010 17:24:00 -0600
To: John Swallow <johneswallow@gmail.com>
Subject: RE: Mtg with Harry Reid's contact

Is it Jeremy's understanding that charges are going to be filed against them ?

From: John Swallow [mailto:johneswallow@gmail.com]
Sent: Wednesday, September 29, 2010 4:31 PM
To: Jeremy Johnson
Subject: Mtg with Harry Reid's contact

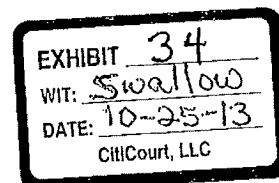
Jeremy:

I spoke with Richard Rawle about the contact information for Harry Reid's guy. Richard is travelling to LV tomorrow and will be able to contact this person, who he has a very good relationship with. He needs a brief narrative of what is going on and what you want to happen. I don't know the cost, but it probably won't be cheap. Also, I want to be sensitive to Richard's group. I'm not sure what they have invested in this person, however, they have been building capital for quite a while and this will be a serious withdrawal of that capital, but I am confident you can work that out between yourselves.

Here is the narrative I'd propose:

"Iworks is an internet sales company that sold various products over several years. They sold real products that benefitted their customers, they followed all the rules and they had well organized and effective customer service. Due to their large volume, they became a leader in the "negative option" space and, therefore, a target of the FTC. The FTC is conducting an investigation to determine whether Iworks violated federal law. The Iworks principals believe they can defend and prevail in litigation. However, they understand that when someone litigates against the FTC, they lose in the long run due to costs and publicity. Therefore, they would like to meet in good faith and show the investigators that they did follow the law and should be able to resolve things reasonably. However, the FTC investigators are not interested in meeting or seriously looking at the merits of the Iworks practices.

Iworks would like to sit down with Senator Reid and show him what they have done and see if the Senator would be willing to encourage the FTC investigators to take a close look at Iworks and sit down and really understand their practices and try to resolve this matter equitably and in good faith, before litigation is started.



Iworks met with Senator Hatch a few weeks ago, and he is willing to help, and we'd like for Sen Hatch and Sen Reid to work together on this if possible.

The Iworks team is willing to meet with the Senator at his convenience either in Washington or in Las Vegas. It is a St. George-based company."

Does this look ok?

John

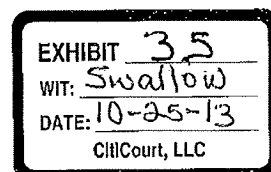
From: Jeremy Johnson [jeremyjohnson@ellitedebit.com]
Sent: Thursday, October 07, 2010 7:40 PM
To: Richard Rawle
Subject: Senator Reid

Richard,

I talked to John Swallow and he said you might have some connections to Reid that would be helpful to us. We have been dealing with the FTC for about 8 months now and spend over \$1m on document production for our former marketing business. They still have yet to find anything wrong but insist on continuing to make life difficult for us anyway. This is at the staff level at the commission so we are hoping that we can set up a meeting with a few of the commissioners and a powerful senator to present our side of the story. We have rock solid proof that none of the allegations they have made are true. We have learned that Visa is pressuring the FTC to "shut down" all companies who use negative options and it seems the FTC is doing their best to do just that regardless of if there was ever any violation or not. We will do whatever it takes to get Senator Reid on our side and hopefully you can help make it happen. Let me know.

Thanks,

Jeremy



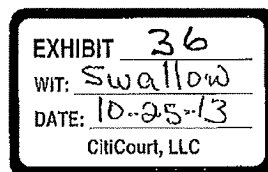
From: John Swallow [johneswallow@gmail.com]
Sent: Monday, October 11, 2010 10:38 AM
To: Richard Rawle
Subject: Jeremy Johnson

Richard:

Jeremy Johnson's contact information is:

jeremyjohnson@elitedebit.com
mobile: (435)229-8461

John



37

From: John Swallow [johneswallow@gmail.com]
Sent: Friday, December 10, 2010 3:58 PM
To: Richard Rawle
Subject: Re: FTC Assistance

You get one shot. If someone has to have a heart attack, someone has to sacrifice. I would stratgically delay bc it gives you more time. Having said that we don't want to piss them off.

Jermys lawyers will know if it will but there needs to be a reason since they did it before.

Also if they are ready they could go forward and the team can clean up. Which do you think is better?

Sent from my Verizon Wireless BlackBerry

From: "Richard Rawle" <Richard@softwiseonline.com>
Date: Fri, 10 Dec 2010 15:48:12 -0700
To: <johneswallow@gmail.com>
Subject: FW: FTC Assistance

From: bryce@iworks.com [mailto:bryce@iworks.com]
Sent: Friday, December 10, 2010 1:14 PM
To: jeremyjohnson@cpaupsell.com; Richard Rawle; bryce@iworks.com
Cc: Cort Walker; bpayne10@vzw.blackberry.net
Subject: RE: FTC Assistance

Well moving it is not nearly as important as keeping a good working relationship with them and getting them to be more objective with us.

From: Jeremy Johnson [mailto:jeremyjohnson@cpaupsell.com]
Sent: Friday, December 10, 2010 12:26 PM
To: Richard Rawle; Bryce Payne
Cc: Cort Walker; zzbpayne10@vzw.blackberry.net
Subject: Re: FTC Assistance

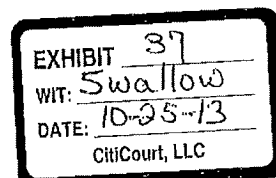
They are working on it but I don't give it much hope. I will let you know.

Jeremy

On 12/10/10 11:21 AM, "Richard Rawle" <Richard@softwiseonline.com> wrote:

Jeremy,

If you are not ready I think it more appropirate to have your Attorneys try to negotiate a delay. We don't however want to piss off the commissioners before we have a chance to work with them. How did they react to the last delay ?



38

LAW OFFICES OF WILLIAM I. ROTHBARD
1217 YALE STREET, SUITE 104
SANTA MONICA, CALIFORNIA 90404

TELEPHONE (310) 453-8713
TELEFAX (310) 453-8713
CELLULAR (310) 490-6646
E-MAIL BROTHBARD@ADPHILA.NET

March 4, 2011

VIA EMAIL

Richard Rawle

Dear Mr. Rawle:

I represent defendant Scott Leavitt in the FTC action against Jeremy Johnson, iWorks, and other parties associated with iWorks, including my client. Mr. Leavitt advises me that he paid \$200,000 to you and/or your firm, RMR Consulting, on or about December 2, 2010, for services that he understood you and/or your firm represented you would be providing to attempt to "lobby" or otherwise persuade the Federal Trade Commission to settle rather than litigate its charges against iWorks and certain of its personnel, including Mr. Leavitt. The matter, as I presume you know, did not settle and is now in federal court in Nevada, and a preliminary injunction has been entered against all defendants.

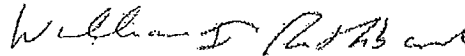
Mr. Leavitt is unaware of any engagement agreement with you or your firm covering services you and/or your firm represented you would provide, of any services you or your firm actually provided, of any accounting of the \$200,000 he paid to you and/or your firm, or of the status and whereabouts of those funds.

Mr. Leavitt therefore requests that you provide a written accounting of the \$200,000 he paid you, including an itemized description of any services you or your firm provided in exchange for such payment, and the current balance of the account in which those funds were deposited.

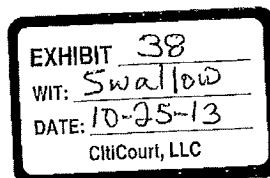
Please address the accounting to my attention within the next 7 days.

Thank you in advance for your cooperation with this request. If you have any questions, please do not hesitate to contact me,

Sincerely,



William I. Rothbard, Esq.
Counsel to Scott Leavitt



SCM00599

39

SWALLOW/KRISPY KREME MEETING

EXHIBIT	39
WIT:	Swallow
DATE:	10-25-13
CitiCourt, LLC	

1 JEREMY JOHNSON: Hey. Geez, what a pain in the ass.
2 How are you?
3 JOHN SWALLOW: Good. How are you, man?
4 JEREMY JOHNSON: I mean, they moved the exit up further
5 so I was just kind of moseying along not paying, you know --
6 JOHN SWALLOW: I know it. They do that. Anything
7 else? If you were you on the wrong side --
8 JEREMY JOHNSON: Yeah.
9 JOHN SWALLOW: -- you can't get over.
10 JEREMY JOHNSON: And then you go down, you know, the
11 next exit's the one where you go to the airport.
12 JOHN SWALLOW: Right.
13 JEREMY JOHNSON: I get off there, I make this whole
14 windy loop thing around, and I can't get back on the
15 freeway.
16 JOHN SWALLOW: Well, have a seat. How are you then?
17 JEREMY JOHNSON: What's that?
18 JOHN SWALLOW: How are you?
19 JEREMY JOHNSON: Good, actually, to be honest with you.
20 I mean, as far as me personally, my family and everything,
21 I -- I'm in great shape. Um, you know, I feel like as far
22 as my case is going, I feel like Ward got kind of sucked
23 into this by the FTC, you know. He charged me with one
24 count a year ago. He can't go to court. So every time we
25 got a hearing it's Judge, I'm having some evidentiary

1 problems, you know, we need to continue this, and so I don't
2 know. You know, he told -- when I got arrested he told
3 Travis Marker, he says, you know, we'll have a trial in 90
4 days because he got fed this whole line from the FTC oh, we
5 promise, don't arrest him, we'll give you all the evidence
6 and everything else and so.

7 I just -- I just -- I -- I feel like, um, I feel
8 like that where my case is is that the government -- I feel
9 like that the government is, um, at least the DOJ here, is
10 in a position where they've already made the charge and
11 they've made the claims and everything else, and what are
12 they going to do now. Do you know what I'm saying? So.

13 JOHN SWALLOW: What are they going to do to you?

14 JEREMY JOHNSON: Yeah, you know. What are you going to
15 do? Drop the charge? Oh, sorry we ruined your life and --

16 JOHN SWALLOW: Yeah.

17 JEREMY JOHNSON: -- said all this stuff in the
18 newspaper, you know. So I don't know.

19 JOHN SWALLOW: I don't either.

20 JEREMY JOHNSON: What would you do if you were me?

21 JOHN SWALLOW: You got to defend yourself.

22 JEREMY JOHNSON: Well, that's what I keep trying -- I
23 been trying -- keep trying to get a trial and they keep
24 delaying it, you know. So, I mean, there's only one reason
25 the government delays the trial, you know. You're the

1 Attorney General's Office. What happens when -- what is --
2 what is a reason? You guys don't delay trials. You get the
3 evidence, you make the arrest, and you go to trial.

4 JOHN SWALLOW: Yeah.

5 JEREMY JOHNSON: So when you're delaying a trial, that
6 only means one thing.

7 JOHN SWALLOW: I don't understand. I don't understand.

8 JEREMY JOHNSON: Um, okay. I talked to Scott. I think
9 he's going to have to have at least 175. But I think what
10 we've gotta explain to Richard is he, you know, I don't know
11 how Richard looks at this, but there was noth -- nothing
12 happened. We got promised the world and got zero in return.

13 JOHN SWALLOW: That's what I wanted to straighten out
14 with you, because I thought I was right that I know you and
15 I had a meeting with Richard, but what I -- the only meeting
16 I was ever in with you and Richard was when we were talking
17 about your (inaudible) opportunity. When I found out,
18 because I called Richard and he said --

19 JEREMY JOHNSON: Just -- just since we talked?

20 JOHN SWALLOW: He said -- yeah. He said that
21 Whittingham guy was there when I met with Jeremy about this
22 FTC matter. And, Jeremy, I've never met Whittingham because
23 I didn't think I was involved in that meeting. I just want
24 you to know between us --

25 JEREMY JOHNSON: Whittingham? Brady Whittingham?

1 JOHN SWALLOW: Brady Whittingham was there and I wasn't
2 there. I don't -- I don't even know Brady Whittingham.
3 JEREMY JOHNSON: Have you looked through your e-mails?
4 JOHN SWALLOW: No.
5 JEREMY JOHNSON: You've sent me an e-mail about it.
6 I'm telling you you were --
7 JOHN SWALLOW: I would like to see it because I do not
8 remember ever having a meeting where I --
9 JEREMY JOHNSON: I thought I gave it to you.
10 JOHN SWALLOW: -- sat down with you guys.
11 JEREMY JOHNSON: I thought I gave it to you, Jason.
12 Maybe I didn't.
13 JOHN SWALLOW: I don't know.
14 JEREMY JOHNSON: I'll -- I'll give it to him if you
15 want.
16 JOHN SWALLOW: Okay.
17 JEREMY JOHNSON: Um --
18 JOHN SWALLOW: Because I don't remember that meeting.
19 And -- and all I remember was I was asked to make sure that
20 you knew that they couldn't promise any results. And I
21 think what happened was -- and I don't know. See, you said
22 you had another meeting where they did, but I wasn't there.
23 So I just want you to know --
24 JEREMY JOHNSON: John, this is not going to match up
25 with what the e-mails are.

1 JOHN SWALLOW: The what?
2 JEREMY JOHNSON: The e-mails.
3 JOHN SWALLOW: Well, that's fine. I'll look at the
4 e-mails, but I --
5 JEREMY JOHNSON: Um, okay. Part -- the reason that
6 Scott's so pissed off is that the money that we gave Richard
7 was all the money we had for our attorneys, and you assured
8 me this is what we needed to do to get the issue taken care
9 of. And so --
10 JOHN SWALLOW: See that's where -- that's where -- as a
11 friend, I want you to understand that I thought that if
12 anybody could do it, these guys could.
13 JEREMY JOHNSON: I -- I -- yes.
14 JOHN SWALLOW: But I didn't know for sure anything
15 could be done.
16 JEREMY JOHNSON: No. I understand. And you didn't
17 say -- you didn't say, Jeremy, you know, this is a
18 guarantee, but it was -- like, this is how I had to -- I
19 reiterated the conversation, I don't know if it was by
20 e-mail or phone or whatever, to Scott, I haven't talked
21 about these details --
22 JOHN SWALLOW: Right.
23 JEREMY JOHNSON: -- that this is -- this is what we
24 need to do, I talked to John, and I'm telling you this is
25 the best route for you to get this resolved. Here nor

6

1 there. Here nor there.

2 JOHN SWALLOW: Right.

3 JEREMY JOHNSON: The issue is -- is the main thing

4 though that for 300,000 --

5 JOHN SWALLOW: I don't know how much it is.

6 JEREMY JOHNSON: It was \$250,000 or 300,000. Nothing

7 happened. Like, literally. There was no meeting, there was

8 no nothing. And if you try and talk to Richard he hangs up

9 the phone. And so I'm like -- and so Scott's just, you

10 know, that's his home.

11 JOHN SWALLOW: Right.

12 JEREMY JOHNSON: He's fried.

13 JOHN SWALLOW: Right.

14 JEREMY JOHNSON: And I'm -- my frustration is -- is --

15 is not geared towards you. I -- I feel like Richard took us

16 to the cleaners. But the problem with Scott is that --

17 JOHN SWALLOW: Yeah. Scott's upset.

18 JEREMY JOHNSON: Yeah. And he's mostly mad at you.

19 JOHN SWALLOW: Yeah.

20 JEREMY JOHNSON: And he wanted to sue you. And the

21 only reason he didn't is I'm like, dude, the only reason you

22 haven't got the same problems as I do is got John. Now, you

23 never said that and I -- I -- I made that lie up to -- to

24 Scott because I thought it was the best thing to do at the

25 time. After talking with Jason I -- that was what I felt

7

1 what we should do. And it worked and he's fine. Right now
2 he's not all stirred up, there's no issues, there's no
3 nothing.

4 The thing I'm worried about is the money that paid
5 Richard came from Scott. Eventually, whether I go in and
6 talk to this lady or not, I think they're going to figure it
7 out, if they haven't already, and they're going to track
8 down Scott and say what's -- what's this -- what's this
9 money for and he's going to say --

10 JOHN SWALLOW: He's going to say John told me --

11 JEREMY JOHNSON: John Swallow said we had to send this
12 in. That's the way we get our issue -- FTC issues resolved.
13 Okay. The only reason he would say that is that even now he
14 feels like you got us into this and now we got screwed.
15 You're doing nothing to help us -- him get his money back.
16 And so, to me, if -- if Richard would just give back most of
17 his money, you know, a significant portion that makes a
18 difference to him.

19 JOHN SWALLOW: I think Richard --

20 JEREMY JOHNSON: -- he's got no reason to talk.

21 JOHN SWALLOW: I think Richard gave a small, not all.

22 JEREMY JOHNSON: To who? That person should give it
23 back. I mean, all these people -- I would not in a million
24 years want to have anything to do with any of that money at
25 this point.

1 JOHN SWALLOW: There are lobby groups.

2 JEREMY JOHNSON: What lobby groups? I don't think so.
3 Because I was told it was -- well, you know, exactly what I
4 was told. I just -- the way I'm seeing it, here's the
5 thing. I picture myself where I was. I'm just like you.
6 And I'm like I'm not guilty of shit. So I'm not doing
7 anything, I'm not selling. I'm not doing anything.

8 JOHN SWALLOW: Right.

9 JEREMY JOHNSON: And you see what's happened to me.
10 And I'm telling you they can paint the exact same picture
11 with you, probably even better because you're a politician,
12 exactly. They would love to roast a public official even
13 more than me. Probably the the only one they'd would like
14 to roast more than me is a public official.

15 JOHN SWALLOW: Is a what?

16 JEREMY JOHNSON: A public official.

17 JOHN SWALLOW: Right.

18 JEREMY JOHNSON: And so my point is if I could rewind
19 time and put myself back then, do you know what I'm saying,
20 I would have done things a lot differently.

21 JOHN SWALLOW: Right.

22 JEREMY JOHNSON: I don't know if it's the right thing
23 for me to go in and talk to him or if it's not. I don't
24 know. And the -- and the problem that I'm having is my
25 attorney's pounding on me to give him all this information.

1 I haven't told him shit. He doesn't even know who you are.
2 He's got -- he's seen e-mails from the -- the FBI where
3 they've redacted all the peoples' information. So he wants
4 me to go figure it out. Well, I'm pretty damn sure they're
5 e-mails -- what's that?

6 JOHN SWALLOW: It's gotta be me.

7 JEREMY JOHNSON: That's what I'm saying. And so
8 he's -- he's pissed right now at me because I was supposed
9 to meet with him today and I was supposed to have gone
10 through all these e-mails and figured it out. I'm like,
11 dude, there's thousands of e-mails. I haven't figured it
12 out yet. He's like how many public officials do you deal
13 with. I'm like I don't -- I don't know.

14 I want Scott -- okay. Here's the thing. Without
15 Scott, without me worrying about Scott, I feel a lot more
16 secure in whatever it is. Whatever I go in. If I go in and
17 say something or -- you know what I'm saying? I don't -- I
18 don't say something and then Scott says the exact opposite
19 and I look like I'm just trying to hinder their
20 investigation or whatever. I don't think it's a crime for
21 you to tell us that you --

22 JOHN SWALLOW: I don't feel like it's a crime at all.

23 JEREMY JOHNSON: That's right. It's not a crime for
24 you to tell us, you know, this -- this -- giving this money
25 might help our situation. So my thought is yeah, it's true.

1 John hooked us up with --

2 JOHN SWALLOW: With Richard.

3 JEREMY JOHNSON: -- with Richard and we thought this
4 was going to solve our FTC issues. I think they think that
5 somehow you got money from this. That's why I was asking
6 you about RMR Consulting. And so obviously I, you know, if
7 you haven't got any money from RMR Consulting.

8 JOHN SWALLOW: I haven't either.

9 JEREMY JOHNSON: I sure as hell didn't give you any. I
10 don't think that's going to be an issue. And I -- I think
11 my -- when I say that, I say check out the money I guess,
12 you know, because I didn't give him any and I don't know
13 what RMR is. That's just who they told me to make the check
14 out to.

15 JOHN SWALLOW: Right.

16 JEREMY JOHNSON: And if they go in there and look up
17 RMR, I'm sure they have ways of tracing all other wires in
18 and out. As long as I don't go to you, I don't think -- I
19 think that could potentially hopefully end it for you and
20 you know what I'm saying? And even if I do talk to them,
21 I'm gonna say look, Richard promised this. Richard said
22 we're going to pay some, one of Reid's guys and it was just
23 a big scam. And so in my mind I'm like okay, what is a
24 potential criminal charge. Well, it's probably a wire fraud
25 charge, you know, or I don't know. I mean, I don't know

11

1 what all the charges could be, but.

2 JOHN SWALLOW: Yeah.

3 JEREMY JOHNSON: But if you take someone's money, you

4 have 'em wire it and it was a fraudulent thing, I mean,

5 unless he legitimately sent it to a lobbyist which I think

6 we both know he damn well didn't.

7 JOHN SWALLOW: I have to disagree with that.

8 JEREMY JOHNSON: You think he really sent it to a lobby

9 group?

10 JOHN SWALLOW: I do.

11 JEREMY JOHNSON: Because when we pounded him trying to

12 get who it was, he wouldn't tell us.

13 JOHN SWALLOW: I don't know if he was trying to pay

14 that group or what, but I believe he was.

15 JEREMY JOHNSON: Well --

16 JOHN SWALLOW: I just want you to know. You asked me.

17 I mean, I haven't seen him for --

18 JEREMY JOHNSON: I -- I know what you're saying. Okay.

19 JOHN SWALLOW: -- situation.

20 JEREMY JOHNSON: Here's the only thing I'm thinking

21 though.

22 JOHN SWALLOW: Yeah.

23 JEREMY JOHNSON: Because I said -- when we called and

24 said okay, what's going on, you know, that's what he said.

25 He said I engaged a lobby group. Wow. I'm like who is it.

1 I'm going to be in DC. I want to sit down with them and
2 strategize about what we're going to do here. And he's like
3 well, you know what kind of a lobby group I'm talking about.
4 This is a conversation two, whenever, two years ago.

5 JOHN SWALLOW: Yeah.

6 JEREMY JOHNSON: And so that makes me believe that he
7 didn't really give it to a lobby group.

8 JOHN SWALLOW: I don't know.

9 JEREMY JOHNSON: And the problem that's going to happen
10 is you can have Scott telling 'em yeah, Swallow's the one
11 that got us into this, the money goes to RMR, RMR goes to
12 who the hell knows where, some dude connected to Reid, and
13 they'll just put everybody in it.

14 JOHN SWALLOW: Yeah. I just don't know 175. I think
15 he'd have to take it out of his own pocket.

16 JEREMY JOHNSON: Did you talk to them?

17 JOHN SWALLOW: Yeah. I don't know how much he has,
18 yeah.

19 JEREMY JOHNSON: What did he say?

20 JOHN SWALLOW: He said so that's -- he said that's
21 interesting. I think he would consider something. I told
22 him before he'd do something. I just didn't know how much.

23 JEREMY JOHNSON: I think -- I think --

24 JOHN SWALLOW: I was -- I was hoping you'd come back
25 and say something less than that.

1 JEREMY JOHNSON: Well --

2 JOHN SWALLOW: Because that makes me think okay, that

3 (inaudible) you know.

4 JEREMY JOHNSON: I don't think -- if you didn't give me

5 any money, he shouldn't get any. I think it's whoever got

6 that money that didn't do a damn thing.

7 JOHN SWALLOW: Yeah.

8 JEREMY JOHNSON: They should say oh, this is going to

9 be a bad situation for me, I better give it back.

10 JOHN SWALLOW: See, I don't even know what -- I don't

11 even know what RMR is (inaudible).

12 JEREMY JOHNSON: I think it was just set up for

13 probably just to get that check. I mean, I don't know, but

14 my -- my attorney said the government thinks this was just a

15 shell corporation set up for your -- some deal you had, and

16 I think they -- think -- they have the e-mail -- I think

17 they have the e-mail about the poker processing and --

18 JOHN SWALLOW: What e-mail is that?

19 JEREMY JOHNSON: You sent me -- I gave it -- didn't

20 Powers give you any of the stuff I gave him?

21 JOHN SWALLOW: No.

22 JEREMY JOHNSON: This is why I won't -- this is why I

23 don't want to meet with Powers. So I sit down and meet with

24 Powers in St. George and I says hey, I'm worried that --

25 remember how you were telling me your opponent said they had

1 some e-mail or --

2 JOHN SWALLOW: What e-mail did I give you? You're

3 lawyer sent me the e-mail --

4 JEREMY JOHNSON: No, no, no. You sent me an e-mail

5 that said we're okay to process poker.

6 JOHN SWALLOW: No, I didn't.

7 JEREMY JOHNSON: I'll show it to you.

8 JOHN SWALLOW: I want to see it.

9 JEREMY JOHNSON: I'll show it to you. I gave it to

10 Powers. And so Powers -- and that's what Powers said.

11 Powers told me, he's like John said he never said he's --

12 John told me he told you it's not legal. I'm like dude. I

13 said okay, hang on a second. I went on my computer and I

14 dug through for ten minutes and I printed it out and gave it

15 to him. And I'm like I'm not trying to -- this is the

16 problem with Powers is I don't want to discredit.

17 JOHN SWALLOW: Yeah.

18 JEREMY JOHNSON: Do you know what I'm saying? I don't

19 want to discredit. I don't want --

20 JOHN SWALLOW: I said it's okay to process poker?

21 JEREMY JOHNSON: Yeah.

22 JOHN SWALLOW: In Utah?

23 JEREMY JOHNSON: Yes. And -- and, John, it is -- it is

24 legal.

25 JOHN SWALLOW: No, it's not.

15

1 JEREMY JOHNSON: There's -- there is no law in Utah
2 that says you cannot process --
3 JOHN SWALLOW: A game with any --
4 JEREMY JOHNSON: -- skilled -- skilled game
5 transactions.
6 JOHN SWALLOW: Any -- with any factor, with any part of
7 a game of chance.
8 JEREMY JOHNSON: You're talking about playing it.
9 Processing it is a different thing. There is no law about
10 processing. And you didn't say it was legal to play it.
11 Your -- your -- I think I said really research the law.
12 I'll show you -- and this is what I'm --
13 JOHN SWALLOW: All right.
14 JEREMY JOHNSON: Okay. This is what I'm really worried
15 about. You don't remember a lot of these e-mails because
16 I'm telling you I know you sent me e-mails talking about the
17 deal with Richard and the money. So I don't want to go in
18 there and be like no, huh-uh. I want to --
19 JOHN SWALLOW: I want to -- I want to analyze texts and
20 e-mails.
21 JEREMY JOHNSON: Okay. I don't have any texts, but I
22 have -- absolutely. I was just given the hard drive. The
23 government took all of our servers. They took all of our
24 e-mail. I don't have any of that shit. The only thing I
25 had was a few that I downloaded onto my Outlook.

1 JOHN SWALLOW: Right.

2 JEREMY JOHNSON: You know, before, but I didn't have
3 them all. I have them all now. So my attorney gave me,
4 he's like you need to go through all these damn e-mails, you
5 know, on the hard drive, 10,000 whatever it is, and I need
6 to see any e-mail of you talking to any politician. And I
7 didn't even know what the hell they're after here, you know.
8 So I'm like uh. But when he mentioned RMR Consulting, I go
9 type into an iWork's ledger that I have, thankfully, and
10 guess what it is.

11 JOHN SWALLOW: (Inaudible.)

12 JEREMY JOHNSON: No. It's this Richard thing.

13 JOHN SWALLOW: Richard?

14 JEREMY JOHNSON: And so he's like well, I talked to --
15 I had talked to my attorney about this poker thing, and so
16 he says the government thinks that this might be tied to the
17 poker processing or something, you sending money to an
18 official to get permission to process poker. Well, there's
19 no way that's going to come out. No matter how hard they
20 try, they're not going to be able to make a case for that.

21 JOHN SWALLOW: For what? Poker processing?

22 JEREMY JOHNSON: Right. That I paid you to send me an
23 e-mail saying that it was okay.

24 JOHN SWALLOW: No.

25 JEREMY JOHNSON: Because, number one, that payment was

1 made a long time ago. Number two, the payment never went to
2 you. You know what I'm saying?

3 JOHN SWALLOW: I do.

4 JEREMY JOHNSON: It went to RMR.

5 JOHN SWALLOW: Oh, yeah. Yeah, I know.

6 JEREMY JOHNSON: It went to try and -- Richard was
7 going to get -- Reid's guy, was going to Reid to go in
8 and --

9 JOHN SWALLOW: All -- that was all designed to get a
10 lobby group hired to take care, try to take care of your
11 deal. So when -- when I look at my involvement? Jeremy,
12 when I look at my involvement, I go there's -- I could even
13 be paid for something like that. There's nothing wrong with
14 that. As long as I'm not interfering with a government
15 agency as a government official, there's nothing wrong with
16 me being involved in it. The only thing I can't do is to
17 practice law.

18 JEREMY JOHNSON: Why? You're a lawyer, aren't you?

19 JOHN SWALLOW: Yeah, but I --

20 JEREMY JOHNSON: Oh. Because you work for the
21 government.

22 JOHN SWALLOW: That's what I'm saying. That's all -- I
23 don't have anything to do with the federal government. I
24 don't -- there's nothing wrong with anything that I've done
25 criminally. Now, politically I go whoa.

1 JEREMY JOHNSON: And -- and here's the thing I'm
2 saying --
3 JOHN SWALLOW: (Inaudible.)
4 JEREMY JOHNSON: This is the only thing -- this is my
5 only -- this is the only thing I worry about. There's
6 nothing wrong with giving somebody a free trial to a product
7 and then billing them with their permission later either.
8 JOHN SWALLOW: I know. But I do.
9 JEREMY JOHNSON: It's just -- it's what it looks
10 like --
11 JOHN SWALLOW: (Inaudible.)
12 JEREMY JOHNSON: Well, I --
13 JOHN SWALLOW: (Inaudible.)
14 JEREMY JOHNSON: I want you to be too or I wouldn't be
15 here, I assure you.
16 JOHN SWALLOW: I --
17 JEREMY JOHNSON: So there's no way Richard's going to
18 give up?
19 JOHN SWALLOW: Well 175? He has 20. I don't know if
20 it's true. He's told me he's given -- he gave most of that
21 money to the guy in Nevada and the guy back in Washington,
22 two guys. So I go okay, so other than the Richard issue
23 he's in it for \$175,000? He goes well, there's not that
24 much left, if there's any left. And then --
25 JEREMY JOHNSON: I think Richard needs to go to those

19

1 guys and say look, this is going to end badly because
2 there's now an investigation about it.

3 JOHN SWALLOW: Scott -- does Scott really do anything
4 less than 175? I mean (inaudible).

5 JEREMY JOHNSON: I -- I -- let me tell you. Okay.

6 JOHN SWALLOW: I didn't even know if I --

7 JEREMY JOHNSON: He -- he agreed to take 150. I put 25
8 in there because I'm broke as shit too. So at the very
9 worst case scenario I'm telling you 150, but it helps me a
10 hell of a lot if it's 175.

11 JOHN SWALLOW: All right.

12 JEREMY JOHNSON: But I'm telling you I had -- I had
13 to --

14 JOHN SWALLOW: I would take anything.

15 JEREMY JOHNSON: I know you would. I had to work very
16 hard to even get him to take -- to take that.

17 JOHN SWALLOW: (Inaudible.) You gave him 200?

18 JEREMY JOHNSON: 250. So he's already cutting a
19 hundred thousand off of what --

20 JOHN SWALLOW: You gave 50 and he gave 250?

21 JEREMY JOHNSON: That's right.

22 JOHN SWALLOW: It was a total of --

23 JEREMY JOHNSON: Well, it was a total of 250. Or maybe
24 it was a total of 300. I don't remember.

25 JOHN SWALLOW: I don't either.

1 JEREMY JOHNSON: Either he gave 250 and I gave 50 or he
2 gave 200 and I gave 50.

3 JOHN SWALLOW: But I want to make sure this is not
4 sounding like I'm trying to buy this piece.

5 JEREMY JOHNSON: I -- I -- I understand. I just --
6 yeah. Yeah. I -- I think it should be more that it's the
7 right thing to do for the guy that's losing his house. It's
8 the right thing to do. You put money to a thing that didn't
9 work out and he should get at least some of it back and you
10 tried to talk Richard into doing that.

11 JOHN SWALLOW: Yeah.

12 JEREMY JOHNSON: I'll get those e-mails if you want.
13 Okay. So what do I tell my friggin attorney now?

14 JOHN SWALLOW: What's it going to do for you?

15 JEREMY JOHNSON: Well, it's not going to do anything
16 for me. I mean, he says -- what -- what he's telling me is
17 he says dude, you got -- you got an issue here where it's
18 like you're -- you're bribing -- you guys are trying to
19 bribe a United States senator to help you get rid of
20 charges, he says. So for you, Jeremy, what you need to be
21 thinking about is getting immunity from that.

22 JOHN SWALLOW: I don't -- I don't know if that's true.
23 I think you may have a wrong idea. I don't know what the
24 arrangement is, but I think -- I think that they have
25 lobbyists that they pay on retainer.

1 JEREMY JOHNSON: Well, if that's where the money went,
2 that will certainly help the case. But if didn't, you know
3 damn well it's not going to come out good.

4 JOHN SWALLOW: Yeah. I'm not -- but I'm not going to
5 play with fire.

6 JEREMY JOHNSON: Because I -- I -- I read -- when I
7 gave -- when I gave -- I thought I gave all these to Powers.
8 I pulled off a couple of e-mails. I swear --

9 JOHN SWALLOW: Gave them to Powers?

10 JEREMY JOHNSON: I thought I did.

11 JOHN SWALLOW: Okay.

12 JEREMY JOHNSON: Call him if he has them.

13 JOHN SWALLOW: Yeah.

14 JEREMY JOHNSON: If he has them, then I don't want to
15 give them to you again; but if he doesn't, I will give --
16 I'll give you, I'll print off what I can find and give you a
17 copy, but I know there's one in there from you to me saying
18 about Senator Reid's guy.

19 JOHN SWALLOW: Really?

20 JEREMY JOHNSON: Yeah. Because I read it. I'm like
21 uuh, God.

22 JOHN SWALLOW: Really?

23 JEREMY JOHNSON: It's just I -- I realize --

24 JOHN SWALLOW: I will. I'd like to see them. It's
25 been two years.

1 JEREMY JOHNSON: I -- I -- it -- and the problem is I
2 swear there's one in there, the one that's talking about
3 after our meeting.

4 JOHN SWALLOW: Talking about. Will you find it for me?

5 JEREMY JOHNSON: Yes. So in the meeting, you know,
6 thankfully your e-mail doesn't say any of the things that we
7 talked about in the meeting, but in the meeting --

8 JOHN SWALLOW: What meeting? Which meeting?

9 JEREMY JOHNSON: With Richard. I'm telling you you
10 were there. You talked about it in your e-mail. I'll get
11 you the e-mail.

12 JOHN SWALLOW: Yeah, I want to -- I want to see it
13 because --

14 JEREMY JOHNSON: But you were at the meeting.

15 JOHN SWALLOW: -- I remember it differently. Not
16 conveniently differently; just differently.

17 JEREMY JOHNSON: I bring -- I would not take Brady
18 Whittingham to that. I'm telling you that the meeting
19 switched. Brady went to the -- Brady went to the check one.

20 JOHN SWALLOW: Okay.

21 JEREMY JOHNSON: And -- and me and you went to the one
22 about Reid. I'll tell you some things about it if you want.

23 JOHN SWALLOW: Sure.

24 JEREMY JOHNSON: If you want. It might remind you.
25 But, um, this is what helped sell me on the whole thing why

1 it would work is that Richard, you know, when Obama was
2 running for office, he was saying all these things about how
3 he's going to clamp down on --
4 JOHN SWALLOW: Now, Obama ran in '08.
5 JEREMY JOHNSON: That's right. And he was --
6 JOHN SWALLOW: -- in '10.
7 JEREMY JOHNSON: What?
8 JOHN SWALLOW: Obama ran in '08 and our meeting was in
9 '10.
10 JEREMY JOHNSON: That's right. Okay.
11 JOHN SWALLOW: Two years later.
12 JEREMY JOHNSON: Yeah, 2010. And so what Richard is
13 like look, do you remember when Obama was running he was
14 saying he was gonna, you know, clamp down on the abusive pay
15 day lender practices. I'm like actually, I kind of do
16 remember that. He says have you noticed nothing's happened.
17 He says you know why? Because who's the guy he listens to
18 more than anyone is Reid. And so he says we have a
19 connection with Reid and Reid got in Obama's ear and got him
20 to put that off for now and I --
21 JOHN SWALLOW: They have to do it legally through
22 lobbyists.
23 JEREMY JOHNSON: I understand. I'm not saying --
24 JOHN SWALLOW: Okay. I just want you to know --
25 JEREMY JOHNSON: And -- and he -- he was telling me a

1 situation where Reid asked for someone in the company to pay
2 some guy 20 grand a month and the guy did -- well, what I
3 didn't tell you, and I didn't tell Richard, is that I
4 already knew Reid is on the take because I met him at the --
5 with the poker companies. And so I don't know how much of
6 the details you know about this, but I'm going to tell you.
7 It's good information to know.

8 JOHN SWALLOW: Oh, wait. I want to make sure I don't
9 miss the governor's phone call. I may have already missed
10 him.

11 JEREMY JOHNSON: Don't miss his phone call for cryin'
12 out loud. Did you miss it?

13 JOHN SWALLOW: It's okay.

14 JEREMY JOHNSON: So after this meeting the poker guys
15 had me write out -- get a special check from a bank check so
16 it doesn't get traced from their account and give it to some
17 company that I've never heard of before, and we transferred
18 half a billion dollars of their money. They never asked me
19 to do anything like this except this one time. This is
20 right after our meeting with Reid. So I transfer a million
21 dollars to some weird company, one-time deal, that's it.
22 And guess what happens the next week. Reid introduces a
23 bill to make online poker legal. So to me everything
24 Richard's saying --

25 JOHN SWALLOW: Rings true?

1 JEREMY JOHNSON: -- makes sense. And you can go and
2 verify that he actually did introduce that bill.

3 JOHN SWALLOW: The only thing for me is I just don't --
4 I'm -- I'm not that close to Richard.

5 JEREMY JOHNSON: I -- I know you're not, and I know
6 you're not in the mix here.

7 JOHN SWALLOW: Yeah.

8 JEREMY JOHNSON: Do you know what I'm saying? I
9 understand that. But what I am worried about is I think I
10 can carve you out of it pretty good and still talk to these
11 guys and make everyone happy. Richard, I assume they'll go
12 to him and say we won't press charges against you, but we
13 need to know the deal. But Scott's the wild card because in
14 Scott's mind --

15 JOHN SWALLOW: Well, why would you talk to them anyway?
16 What's in it for you? Are they going to pay your bill?
17 Have you talked to them? Your lawyer must think that
18 there's a deal there.

19 JEREMY JOHNSON: Yeah, he definitely does. I don't
20 need -- I don't -- I don't need a deal on my case for mail
21 fraud. I mean, if they could charge me or have -- go to
22 trial, they would have done it and I know it. And every --
23 and even the judge knows it. In every hearing it's
24 blatantly obvious they have no case.

25 JOHN SWALLOW: Okay.

1 JEREMY JOHNSON: So what likely is going to happen is
2 I'm going to settle with the FTC, agree not to sue 'em, let
3 'em keep everything they've got, which is everything I have,
4 and I think the criminal thing quietly goes away. That's
5 the path that we're going down. I don't know if my attorney
6 is freaked out that I'm going to get some new political
7 corruption charge or if he just wants to take a short cut
8 and have me go in and help them and, you know, it's
9 guaranteed gone away. I don't know.

10 I -- and here's the thing, dude. I was supposed
11 to meet with him today, and so he's pissed off because I've
12 been -- I complained that I don't feel like he does anything
13 on my case. And now he's pounding my ass and I'm like
14 putting him off like crazy and I'm just making excuses and
15 everything else and I -- I think he's kind of excited about
16 helping the government, God knows why, but he's already met
17 with this lady, so. And, shit, I brought -- I have notes in
18 my car that I took from talking to him on the phone. Do you
19 want me to go get 'em?

20 JOHN SWALLOW: I have an idea where they're going.

21 JEREMY JOHNSON: Okay.

22 JOHN SWALLOW: So, very interesting. I -- I feel badly
23 that (inaudible). I'd like to help them all.

24 JEREMY JOHNSON: Okay. Well, see what you can do.

25 I'll -- I'll have a charger for that other phone. I feel

1 better about calling me on the one --

2 JOHN SWALLOW: I don't know (inaudible).

3 JEREMY JOHNSON: Well, go to Wal-Mart and get a \$20

4 phone. I researched everywhere. You can't trace these

5 things because they're not in anyone's name. They're just

6 pay with a credit card or whatever and -- I don't -- I don't

7 know, I didn't want to -- I -- I -- I have no idea if there

8 really is even a payment investigation on me. I'm pretty

9 sure, but I haven't -- haven't confirmed it.

10 JOHN SWALLOW: (Inaudible) politician?

11 JEREMY JOHNSON: Well, I had, I mean, it's, I mean, I

12 had contact with Reid.

13 JOHN SWALLOW: I mean, RMR, that's Richard.

14 JEREMY JOHNSON: Yeah. RMR is Richard. That's right.

15 JOHN SWALLOW: To me that's --

16 JEREMY JOHNSON: Yeah, it is. It is. It is. And

17 they're mentioning stuff about an e-mail, a poker e-mail. I

18 know exactly what e-mail they're talking about. And

19 here's --

20 JOHN SWALLOW: I'd like to see that e-mail.

21 JEREMY JOHNSON: I will give you that e-mail. I'm

22 telling you you're not wrong in the e-mail. You're honestly

23 not.

24 JOHN SWALLOW: When -- when is the date of that e-mail?

25 JEREMY JOHNSON: It was sometime after I talked to you

28

1 and I gave you those legal opinions. I think all you did is
2 you looked at legal opinion and then you looked at Utah
3 State law, and guess what? There just doesn't -- there is
4 no law on processing poker.

5 JOHN SWALLOW: Right.

6 JEREMY JOHNSON: It's playing.

7 JOHN SWALLOW: Did I say poker, gambling?

8 JEREMY JOHNSON: No, you did not say that. It was
9 strictly the processing of the transactions which is legal
10 under Utah because you just don't want to address it.

11 JOHN SWALLOW: Yeah.

12 JEREMY JOHNSON: You know, if there was 50 banks here
13 processing online gambling, maybe they would make a law and
14 address that, but I'm telling you I'm pretty sure -- I don't
15 think they can make any issue of it unless I paid you to say
16 that, which I didn't, and there's absolutely no evidence of
17 it. So I -- I think part of me.

18 JOHN SWALLOW: Do they know about the houseboat?

19 JEREMY JOHNSON: What's that?

20 JOHN SWALLOW: Do they know about the houseboat?

21 JEREMY JOHNSON: No. Nobody does. I --

22 JOHN SWALLOW: Is there any paper trail on that?

23 JEREMY JOHNSON: What?

24 JOHN SWALLOW: Is there a paper trail in that area?

25 JEREMY JOHNSON: There's no paper trail on the

1 houseboat, nobody knows about it.

2 JOHN SWALLOW: There's no e-mail, there's no --

3 JEREMY JOHNSON: No e-mails on the thing and no -- my

4 wife doesn't even know you're on there. You went down there

5 for a weekend, and that's it. Okay. And that's not going

6 to come up, that hasn't come up. The issue I think -- this

7 is what I think they're after. I think they saw an e-mail

8 about hey, it's okay to process poker, they see wires going

9 to this thing, they see Reid introducing a pro-poker bill.

10 You know what I'm saying? And they're -- and they're

11 thinking okay, John Swallow and --

12 JOHN SWALLOW: I've done work for Richard.

13 JEREMY JOHNSON: What's that?

14 JOHN SWALLOW: I did do work for Richard.

15 JEREMY JOHNSON: Oh. You've done work for Richard and

16 he's paid you. Oh. Oh.

17 JOHN SWALLOW: So --

18 JEREMY JOHNSON: Did he pay you out of RMR Consulting?

19 I'd go check that. That will be -- if that's the case, I'd

20 rather just I think -- you need to check that. I need to

21 know that because --

22 JOHN SWALLOW: I worked on a cement plant with him. I

23 worked on a cement plant with him in Nevada. Now they've

24 got some land and some poker deal and doing some limestone

25 for a cement factory. I did some work and consulting on

30

1 that and be paid me, you know, around that same time. I
2 don't --

3 JEREMY JOHNSON: I -- I don't -- go see where that
4 money came from.

5 JOHN SWALLOW: I don't know who RMR is, you know. I
6 just know --

7 JEREMY JOHNSON: I'd ask Richard. Talk to Richard
8 saying dude, what is RMR, did you ever pay me from it.

9 JOHN SWALLOW: Yeah.

10 JEREMY JOHNSON: Will you please talk to these people.

11 JOHN SWALLOW: He may have. He may have paid me.

12 JEREMY JOHNSON: I'm telling you that's going to be a
13 death nail because that's what -- that's what we paid and it
14 just looks like -- I know it's not that way, but that's
15 exactly what it's going to look like and that's exactly
16 how it's gonna --

17 JOHN SWALLOW: Like in March of '11. Was there an
18 interest in that kind of work?

19 JEREMY JOHNSON: March of '11? This -- this would have
20 been paid -- this was paid --

21 JOHN SWALLOW: Even so -- but even so, let's assume
22 that I put you guys together and let's assume that he paid
23 me quickly all together.

24 JEREMY JOHNSON: Okay.

25 JOHN SWALLOW: Okay. What's wrong with that?

31

1 JEREMY JOHNSON: The problem with it is the e-mail that
2 you sent.

3 JOHN SWALLOW: What -- what about it?

4 JEREMY JOHNSON: You sent me an e-mail about what this
5 money was going to do and how it was going to go to Reid
6 and --

7 JOHN SWALLOW: I did?

8 JEREMY JOHNSON: Yes. I've seen it.

9 JOHN SWALLOW: Give me the e-mail --

10 JEREMY JOHNSON: Okay.

11 JOHN SWALLOW: -- so I can see it.

12 JEREMY JOHNSON: I'll get it.

13 JOHN SWALLOW: It came from me, not from Richard?

14 JEREMY JOHNSON: It came from you. It came from, John,
15 I think at like something like Softwise or something like
16 that.

17 JOHN SWALLOW: Richard's at Softwise.

18 JEREMY JOHNSON: I promise it came from you, John.
19 I'll get you a copy of it. Don't you have it? Can't you
20 pull up your own --

21 JOHN SWALLOW: It said the money would go right to me?

22 JEREMY JOHNSON: No, no, no, no. It said Reid's guy.
23 I don't remember all the exact details, but it was very -- I
24 saw it and I thought I don't think this is illegal. It
25 looks horrible though.

1 JOHN SWALLOW: Yeah.

2 JEREMY JOHNSON: It looks horrible. And so I gave it
3 to Powers. I swear I gave it to him.

4 JOHN SWALLOW: Okay.

5 JEREMY JOHNSON: But maybe I didn't. Maybe I only gave
6 him the one.

7 JOHN SWALLOW: I'll call him.

8 JEREMY JOHNSON: Find out. If not -- I'm going to go
9 through all them.

10 JOHN SWALLOW: Okay.

11 JEREMY JOHNSON: Here's the other problem I have.
12 There's e-mails -- it's not just those e-mails. There's
13 e-mails from me to Scott and Bryce corroborating on this
14 saying hey, I just talked to Swallow, John Swallow, and I
15 know -- I know you guys are nervous and you feel like we're
16 giving up our money, but we should be giving it to
17 attorneys, but he assured me this is what we gotta do, this
18 is going to fix our problems with the FTC. I'm --

19 JOHN SWALLOW: Wow.

20 JEREMY JOHNSON: I haven't checked, but I'm pretty --

21 JOHN SWALLOW: No wonder they're after me.

22 JEREMY JOHNSON: Well, I don't --

23 JOHN SWALLOW: I mean, it's not your fault.

24 JEREMY JOHNSON: I don't know if --

25 JOHN SWALLOW: I'm just saying.

1 JEREMY JOHNSON: I don't know if there's actually
2 e-mails or if they're calls. I know that that is -- that is
3 why -- because that's why I got Scott to give up his house.
4 He wanted to send it to an attorney, and I'm like dude,
5 these attorneys have dug us a frickin' grave.

6 JOHN SWALLOW: Well, if they -- if the F -- if the FBI
7 thinks what it looks like on paper say, then they're going
8 to come hot after me.

9 JEREMY JOHNSON: Well, maybe that's -- I think very
10 well could be already. That's -- I don't know. Part of me
11 wants to meet with them just for that very fact is to find
12 out what they do know, where they're at, what they're
13 thinking. The truth is I don't -- this is nothing I don't
14 understand too. If you got Reid involved, who gives a shit
15 about you. You're nothing. This is the number one senator
16 in the whole friggin United States.

17 JOHN SWALLOW: Is Reid the politician?

18 JEREMY JOHNSON: It could be. That's what I'm saying.
19 I don't know that it's you. They redacted all the e-mails.
20 My attorney doesn't know. So --

21 JOHN SWALLOW: I'm -- I'm not confident that it's not
22 me they're looking for.

23 JEREMY JOHNSON: I'm not confident it's not you either,
24 but I'm just saying like think of it from a prosecutor's
25 perspective.

1 JOHN SWALLOW: I'm thinking about this too. I'm
2 thinking about this. I just think --

3 JEREMY JOHNSON: And here's another thing. This lady
4 is not under the local people here. She's out of -- her
5 boss is in DC. She's like a wild cowboy. And so in my mind
6 I'm thinking well, what does anyone in DC give a shit about
7 an attorney general in Utah, a potential attorney general in
8 Utah, and --

9 JOHN SWALLOW: She works outside of Utah?

10 JEREMY JOHNSON: She -- she is here in Utah apparently,
11 but her boss is not. That's why Ward and all these guys are
12 on your side. They're not even involved.

13 JOHN SWALLOW: Who is on my side?

14 JEREMY JOHNSON: I'm just saying, you know when I -- I
15 thought it was Ward at first.

16 JOHN SWALLOW: Yeah.

17 JEREMY JOHNSON: I just assumed that because he was my
18 prosecutor and I heard that he wanted to run for AG.

19 JOHN SWALLOW: That's right.

20 JEREMY JOHNSON: So I'm like shit, Ward's trying to
21 drum up some bullshit thing to make Swallow look bad. And
22 you say he's backing me --

23 JOHN SWALLOW: I'm not sure he's backing me any more
24 after this.

25 JEREMY JOHNSON: No. I don't think -- I don't think

1 you understand. I don't think Ward has any freakin' idea
2 about it. I don't think anyone in the -- because in the
3 local office I think if there was something going on, you
4 would have found out when you talked to Barlow or whatever.
5 So here's the thing. What Nathan told me was this lady does
6 not -- her boss is in DC. She's not in the office here.
7 She's her own thing.

8 JOHN SWALLOW: Well, when I talk to her, I'm going to
9 tell her everything. I mean --

10 JEREMY JOHNSON: Who? The lady?

11 JOHN SWALLOW: I would tell her, yeah, my involvement.

12 JEREMY JOHNSON: I think -- she tried to call you too?

13 JOHN SWALLOW: No. No. But I have nothing to hide.

14 JEREMY JOHNSON: But this is my thought though. If
15 you're a prosecutor, who --

16 JOHN SWALLOW: I'm not even a prosecutor.

17 JEREMY JOHNSON: No, no, no. I'm thinking -- I'm
18 thinking not even her --

19 JOHN SWALLOW: Her.

20 JEREMY JOHNSON: Her boss or whatever, right? Whoever
21 her boss is who do you want to nail?

22 JOHN SWALLOW: The big --

23 JEREMY JOHNSON: Senator Reid?

24 JOHN SWALLOW: Yeah.

25 JEREMY JOHNSON: John Swallow? That is not a hard

36

1 friggin decision.

2 JOHN SWALLOW: Yeah.

3 JEREMY JOHNSON: And there's a lot of people that want
4 to burn Reid. He has tons of enemies. So to me I feel like
5 they want to get information to show that I was putting
6 money to buy Reid, essentially. I mean, but I don't know
7 that.

8 JOHN SWALLOW: Do they know about your issue with
9 the -- with the poker transactions with Harry Reid and
10 stuff?

11 JEREMY JOHNSON: They haven't brought anything. I
12 don't think anybody knows that. Honestly, you're the only
13 person in the world I've even told that to.

14 JOHN SWALLOW: So why would they even be thinking about
15 Harry Reid?

16 JEREMY JOHNSON: Well, because it's -- it's in your
17 e-mails.

18 JOHN SWALLOW: Oh.

19 JEREMY JOHNSON: You're -- you spell it out pretty
20 clearly that the money is going to --

21 JOHN SWALLOW: Really?

22 JEREMY JOHNSON: -- influence Harry Reid. And I just
23 feel like -- I -- I feel like -- I feel like --

24 JOHN SWALLOW: What a curious (inaudible) thing for me
25 to say. Wow.

1 JEREMY JOHNSON: That's what it was John. That's the
2 whole thing. Richard had it all set up. It had been done
3 before. Richard had done it.

4 JOHN SWALLOW: Even Richard's probably going to boast
5 about things that aren't necessarily true. I mean, he may
6 have a guy who tells him that. I mean, people pay lobbyists
7 all the time. You're supposed to have close connections.
8 This is -- this is the business of lobbying. Wow.

9 JEREMY JOHNSON: I'll tell you this.

10 JOHN SWALLOW: Yeah.

11 JEREMY JOHNSON: We had a -- we had a meeting with Reid
12 where he said, this is a private meeting. It was Reid, it
13 was me, it was -- remember John Pappas? Remember him, Poker
14 Players Alliance guy? Remember him?

15 JOHN SWALLOW: Oh, yeah.

16 JEREMY JOHNSON: John Pappas and Ray Bitar are the
17 owner of Full Tilt Poker.

18 JOHN SWALLOW: What's that?

19 JEREMY JOHNSON: Owner of Full Tilt Poker.

20 JOHN SWALLOW: Yeah.

21 JEREMY JOHNSON: And I -- and, John, Senator Reid --
22 this is when he -- it was a tight election with this lady
23 down there.

24 JOHN SWALLOW: Yeah.

25 JEREMY JOHNSON: Real tight.

1 JOHN SWALLOW: Yeah. Sharon (inaudible).
2 JEREMY JOHNSON: And -- and he said look, I've polled
3 my constituents and they don't like online poker, bottom
4 line. It's bad for --
5 JOHN SWALLOW: Yeah.
6 JEREMY JOHNSON: It's bad for jobs here in Las Vegas.
7 But I'm going to back what you guys are doing here, I'm
8 going to introduce a bill for you. And that was basically
9 it, right? Well, I kid you not. A week later -- oh, no,
10 no. Right after that. So Reid leaves with his little
11 entourage. Ray Bittar's buddy that flew over here with him
12 from Ireland, I said how in the hell did you guys get him to
13 do that. And he says let's just say he got a little
14 something in his retirement fund. And I was like okay,
15 that's how it is.
16 Well, I'm not kidding you. A week later they have
17 me, and they're specific, we want a bank check drawn on the
18 bank's general account.
19 JOHN SWALLOW: Wow.
20 JEREMY JOHNSON: For a million dollars to some company,
21 some media thing or something. A cashier's check. This
22 money had better not get traced back to our account under
23 any circumstances. So what do I do? Of course, go into the
24 bank, tell them I need to pull this out of the bank's
25 general reserve which is held in their account. I don't

1 tell the bank what I'm doing. And I didn't know what I was
2 doing. I was like I don't know, you know. I mean, I
3 suspected obviously.

4 So I -- I believe -- this is my belief. I believe
5 Reid genuinely is on the take. I believe he's getting money
6 for deals all over hell because he's got so damn much
7 influence, and I believe they're onto him. And I think in
8 the grand scheme of things you're a little nugget or a
9 little piece in the puzzle, but --

10 JOHN SWALLOW: I hope so. I hope so. I hope I'm not
11 the big fish or anything.

12 JEREMY JOHNSON: I mean, that's the only thing I can
13 think. Why would -- why would Washington, DC have some
14 person to investigate you. It seems to me like it would be
15 an internal thing for the State of Utah to do it. If there
16 was really some concern.

17 JOHN SWALLOW: Yeah. Well, I'll check with Richard and
18 see.

19 JEREMY JOHNSON: Check with Richard. Check on this RMR
20 thing. I don't want to go in there and say -- I want to
21 tell them -- I don't know. Do I say hey, I didn't give him
22 any idea if it's RMR for this purpose.

23 JOHN SWALLOW: Yeah.

24 JEREMY JOHNSON: If John got some --

25 JOHN SWALLOW: Yeah. I think you should. If you

1 could --

2 JEREMY JOHNSON: The problem is if you did get money

3 from RMR, it's just going to -- I think it's better that I

4 just --

5 JOHN SWALLOW: (On phone.)

6 I don't know. I'm not smart enough to speak to

7 that to understand that.

8 JEREMY JOHNSON: I have to think that through.

9 JOHN SWALLOW: But I will -- I will say this, Jeremy.

10 I did consulting work for Richard --

11 JEREMY JOHNSON: Right.

12 JOHN SWALLOW: -- a cement project, and I billed him

13 about \$20,000 over a period of several months for my work in

14 Nevada. My job is to work with Indian Tribes then work with

15 people because there was a lime deposit owned by the Indian

16 tribe, the Paiute tribe there.

17 JEREMY JOHNSON: Yeah.

18 JOHN SWALLOW: They worked with an attorney in Las

19 Vegas and an attorney here in Utah to try to put the deal

20 together with and Indian tribe there.

21 JEREMY JOHNSON: And you only got 20 grand?

22 JOHN SWALLOW: Well, the deal didn't get done. But

23 they still got a lot of limestone they're trying to sell

24 (inaudible). So that's over a period of several months, six

25 months.

1 JEREMY JOHNSON: And it was well after -- I mean, I
2 paid -- I paid --

3 JOHN SWALLOW: It came well after. I think I invoiced
4 them sometime in October of '10.

5 JEREMY JOHNSON: Oh. Of '10?

6 JOHN SWALLOW: Probably. And then invoiced for a very
7 small part and I invoiced them for about \$15,000 in March
8 for that. So I just didn't know anything, who paid me,
9 because I don't keep those checks. And they don't pay me.
10 And so --

11 JEREMY JOHNSON: You know how that works, so. Dude, I
12 don't think I should say a damn thing then. Because
13 anything -- if there's actually money going there, they --
14 that's why they need me. They need me to say what did you
15 expect with this money that was transferred. And as soon as
16 I say well, we were going to get Senator Reid to help us
17 with this problem. If they can trace that money going to
18 you --

19 JOHN SWALLOW: Well, I don't -- I don't think that
20 they -- I don't think -- honestly, at the end of the day I
21 thought -- I thought you were -- you were paying Richard
22 money so that he would lobby. He would use his contacts in
23 DC or Nevada for a lobby on your behalf of the FTC. You
24 know, at the end of the day, as I've looked at this as a
25 friend with you, I thought what really probably happened

1 here, what really caused the thing to not work, in large
2 number, was it took so long to get it started. Because I
3 didn't get started talking until October by the time they
4 really got engaged in December.

5 JEREMY JOHNSON: Wow. Richard knew -- he knew the time
6 line.

7 JOHN SWALLOW: And I should --

8 JEREMY JOHNSON: This is what pisses me off. He knew
9 the time line.

10 JOHN SWALLOW: -- so late now. We don't -- but I know
11 that (inaudible) til January?

12 JEREMY JOHNSON: No. We tried.

13 JOHN SWALLOW: So we talked to Scott, Jeremy. I really
14 believe that Richard did not destroy you.

15 JEREMY JOHNSON: We've been -- we've been through it
16 with Scott. Truthfully, I don't even bring it up any more
17 because --

18 JOHN SWALLOW: Yeah.

19 JEREMY JOHNSON: Right now everything's fine with him.
20 But if the hornet's nest gets kicked again --

21 JOHN SWALLOW: We'll try with him. But I -- I have a
22 sick feeling in my heart that if it's \$175,000 or
23 \$200,000 --

24 JEREMY JOHNSON: He won't do it.

25 JOHN SWALLOW: -- Richard is not that (inaudible).

1 JEREMY JOHNSON: But you -- you --
2 JOHN SWALLOW: -- had \$40,000,000 somewhere. No. I
3 know. Jeremy, I don't --
4 JEREMY JOHNSON: Okay. But here's the thing. You have
5 got to convince -- you gotta tell Richard this is going to
6 be bullshit raining down on his head like he wouldn't
7 believe.
8 JOHN SWALLOW: Uh-huh.
9 JEREMY JOHNSON: It's not worth the money. It's just
10 not worth the money.
11 JOHN SWALLOW: Yeah.
12 JEREMY JOHNSON: I mean.
13 JOHN SWALLOW: If you can get me that e-mail.
14 JEREMY JOHNSON: I will. I will give you the e-mail.
15 JOHN SWALLOW: Because I need to show that e-mail to
16 Richard if you'll just get it for me.
17 JEREMY JOHNSON: All right. I'll get it for you, print
18 it off when I get home. And I've -- I've got to come back
19 up here next week, so.
20 JOHN SWALLOW: I wish you could just (inaudible).
21 JEREMY JOHNSON: Well, that's why go get a friggin
22 Wal-mart phone.
23 JOHN SWALLOW: I know.
24 JEREMY JOHNSON: And so if you find out something, text
25 me, say --

1 JOHN SWALLOW: I don't want you on the stand perjuring
2 yourself. Did you (inaudible).
3 JEREMY JOHNSON: Let me tell you something. The good
4 thing about my situation nobody's getting me on a stand
5 anywhere. I take the Fifth for everything.
6 JOHN SWALLOW: Oh, you do?
7 JEREMY JOHNSON: Yeah. Why would -- I have all the
8 reason in the world. Hi, I am under indictment. They
9 weren't even asked. They had a grand jury convene for a
10 year. They had a hundred people in there.
11 JOHN SWALLOW: That's (inaudible).
12 JEREMY JOHNSON: I know. I know. Get a Wal-Mart
13 phone, text me, say hey, call me when you get a minute.
14 JOHN SWALLOW: Is that the 310 number? Is that 310
15 number you're using?
16 JEREMY JOHNSON: Text the 310 number, and I'll -- if I
17 don't respond, text my other number, say call me when you
18 get a minute and I'll call you on the -- I'll call you on
19 the 310.
20 JOHN SWALLOW: That's the 310 number.
21 JEREMY JOHNSON: What's that?
22 JOHN SWALLOW: (Inaudible.)
23 JEREMY JOHNSON: Dude, let me tell you something.
24 JOHN SWALLOW: You don't have anything to lose.
25 JEREMY JOHNSON: I -- I -- if I -- if I felt like I --

1 I could bury you easy because I could just team up with
2 Scott and say yeah, John got us into this and everything
3 else, piece of cake, I wouldn't be here.

4 JOHN SWALLOW: I know and it means the world to me.
5 When this is done, who knows where I am.

6 JEREMY JOHNSON: I know.

7 JOHN SWALLOW: I may be somewhere else.

8 JEREMY JOHNSON: You'll be the AG and I'm glad for it.

9 JOHN SWALLOW: I don't know --

10 JEREMY JOHNSON: Oh, for sure you will.

11 JOHN SWALLOW: I don't know. At this -- at this
12 point with this stuff hanging over my head?

13 JEREMY JOHNSON: It's not hanging over your head.
14 That's the thing.

15 JOHN SWALLOW: Maybe.

16 JEREMY JOHNSON: Well --

17 JOHN SWALLOW: I don't even know what those guys have
18 the power to do. Do they have the power to go to Richard
19 and get his e-mails?

20 JEREMY JOHNSON: No. Not without -- well, you might
21 tell Richard to delete shit off -- to be wary that there
22 could be an investigation and if there's anything on his
23 server that he doesn't want the government to have to --

24 JOHN SWALLOW: Can't they go to the Internet service
25 provider.

1 JEREMY JOHNSON: No. No. None of that's stored on
2 ISPs.

3 JOHN SWALLOW: What's that?

4 JEREMY JOHNSON: None of that is stored on ISPs. It's
5 all stored on Richard's server. And I -- you know from your
6 e-mail to me, I'm 90 percent sure it came from
7 john@softwise.com which means Richard has it housed.

8 JOHN SWALLOW: Housed somewhere?

9 JEREMY JOHNSON: Something at softwise.com.

10 JOHN SWALLOW: Yeah.

11 JEREMY JOHNSON: Which means Richard -- if that's
12 Richard's company, which I believe it is --

13 JOHN SWALLOW: Yeah.

14 JEREMY JOHNSON: -- he's got it housed somewhere. He
15 can go in and hit Delete. Even Gnote. Nobody stores --
16 nobody stores e-mail. There's too -- there's too much. And
17 the government can't send a subpoena to Gnote give us all
18 the e-mails for this thing.

19 JOHN SWALLOW: I think they can do it.

20 JEREMY JOHNSON: They don't store them. They don't
21 have them. But in my case they have mine because they
22 physically went into the office and grabbed the server.

23 JOHN SWALLOW: I need to see those e-mails.

24 JEREMY JOHNSON: I'll get them. I will get them.

25 JOHN SWALLOW: I want to know what I'm doing.

1 JEREMY JOHNSON: All right. I will get them. Get --
2 get a Wal-Mart phone.

3 JOHN SWALLOW: I can't believe I sent you e-mails.

4 JEREMY JOHNSON: At the time you were helping us.

5 JOHN SWALLOW: I know.

6 JEREMY JOHNSON: I mean --

7 JOHN SWALLOW: I really tried to help.

8 JEREMY JOHNSON: I know. And so I'm not -- believe me.
9 I'm not eager to --

10 JOHN SWALLOW: I don't know where (inaudible), where it
11 came from.

12 JEREMY JOHNSON: Well, I think -- I think it's -- I
13 think it's an important key, because if it happened to come
14 from that same thing, it's a -- it's -- it's bad because all
15 they need from me is for me or Scott to come in and say this
16 money was for this and then it shows it going to you and
17 you're hooked in. And the reality is even if they -- even
18 if they indict you or try and bring you to a trial, they'll
19 probably lose.

20 JOHN SWALLOW: Yeah.

21 JEREMY JOHNSON: But they'll wreck your life in the
22 process.

23 JOHN SWALLOW: I know.

24 JEREMY JOHNSON: They will destroy you. You'll be a
25 pariah just like me, so.

1 JOHN SWALLOW: It's okay.

2 JEREMY JOHNSON: It's not okay. I -- I wouldn't wish
3 this on my worst enemy. I honest to God wouldn't. I'm
4 okay. I'm a strong person and I can handle it and I'll
5 bounce back, but I wouldn't wish this on anyone. It's
6 complete bullshit.

7 JOHN SWALLOW: I'm a lawyer.

8 JEREMY JOHNSON: What's that?

9 JOHN SWALLOW: I'm a lawyer. What else can I do if I
10 can't be a lawyer?

11 JEREMY JOHNSON: I don't know. I think -- look --

12 JOHN SWALLOW: (Inaudible.)

13 JEREMY JOHNSON: I think we're getting to a point now
14 where we're talking about a pretty extreme thing. I don't
15 feel like -- I feel like we're reaching. But I thought that
16 in my case a thousand times that every time it can't get
17 worse, it does. You know, they sued me civilly. Fine. I
18 don't give a damn. I'm off to Costa Rica. I'm going to fly
19 helicopter tours for a living. I live in paradise. Boom,
20 you know. And you saw what they turned that into. Oh, he's
21 trying to flee the country. He's got gold buried
22 everywhere. All right.

23 JOHN SWALLOW: Okay. Thanks.

24 JEREMY JOHNSON: All right. I'll get the e-mails, you
25 talk to Richard, get a Wal-Mart phone and call me.

1 JOHN SWALLOW: I will. (Inaudible) I want to do what's
2 best for you, but I mean, I just --
3 JEREMY JOHNSON: What's --
4 JOHN SWALLOW: I'm just -- I'm really vulnerable.
5 JEREMY JOHNSON: Well, I know, and that's why I'm here.
6 I mean, I -- part of me wants to go talk to them and explain
7 this thing away. What I don't want to do is pull out some
8 e-mail and say what about this.
9 JOHN SWALLOW: Well, at the end of the day, I mean, at
10 the end of the day I felt the FTC was screwing you.
11 JEREMY JOHNSON: That's right.
12 JOHN SWALLOW: I wanted to help you with them.
13 JEREMY JOHNSON: That's right.
14 JOHN SWALLOW: I knew I couldn't do it myself.
15 JEREMY JOHNSON: That's right.
16 JOHN SWALLOW: And so I lined you up with Richard.
17 JEREMY JOHNSON: That's right.
18 JOHN SWALLOW: I thought it would help you. I think
19 what happened to Richard is he thought it would help you.
20 And then -- I'm just telling you what I think.
21 JEREMY JOHNSON: I know.
22 JOHN SWALLOW: And then all hell broke loose in the
23 case.
24 JEREMY JOHNSON: Right. And there's nothing anyone
25 could do.

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1 JOHN SWALLOW: And there was nothing anyone could do.
2 JEREMY JOHNSON: Yeah. I don't disagree with that.
3 JOHN SWALLOW: And I do believe my life on it he sent a
4 lot of that money off.
5 JEREMY JOHNSON: He probably did.
6 JOHN SWALLOW: Probably sent it all off.
7 JEREMY JOHNSON: He probably did. I don't -- I
8 wouldn't be concerned about what Richard did with the money.
9 JOHN SWALLOW: Yeah.
10 JEREMY JOHNSON: I would find out for damn sure if you
11 ever got paid from RMR. I think that's important to know,
12 for me at least, because if I go in and say a bunch of stuff
13 about RMR --
14 JOHN SWALLOW: Yeah.
15 JEREMY JOHNSON: -- and what that money was sent for,
16 even though -- even though I know damn well we never paid
17 you anything to hook us up on this Reid deal, that's exactly
18 the picture they'll be able to paint. They will be able to
19 get an indictment, they will flash that out in the news, and
20 it will be a nightmare. It doesn't matter if that's the
21 truth or not.
22 JOHN SWALLOW: Well, then give me some kind of
23 (inaudible).
24 JEREMY JOHNSON: That's what I'm saying.
25 JOHN SWALLOW: Do you think they need you to do that?

1 JEREMY JOHNSON: What?
2 JOHN SWALLOW: Do you think they need you --
3 JEREMY JOHNSON: Yes.
4 JOHN SWALLOW: -- to make that connection?
5 JEREMY JOHNSON: How would they be -- why would they be
6 pounding my lawyer, willing to cut whatever deal to get me
7 to sit down and talk to them about these transactions?
8 There's no other reason. So if they had it, they'd --
9 they'd indict you now. They'd make a huge mess of your
10 life. I don't -- I'm telling you when it comes back to the
11 thing at the end of the day, they give a shit about you. I
12 think they want to -- I think they want Reid. I mean, look
13 at it how much momentum do the Republicans have right now?
14 JOHN SWALLOW: When you got a Democratic president, a
15 Democratic administration, a Democratic Majority Leader, I
16 don't think they want to take their own guy down.
17 JEREMY JOHNSON: And -- and the tide is changing on
18 that, and who would be the hero? The prosecutor that comes
19 in and exposes this corrupt thing with Reid and Obama. It
20 would be disastrous for the Democrats. Disastrous.
21 JOHN SWALLOW: I think I'm their target.
22 JEREMY JOHNSON: Well, we'll look at the e-mails and
23 you can make that decision.
24 JOHN SWALLOW: I think we should -- I think Richard
25 wasn't about -- that it wasn't about that deal. Gingrich

1 would say --

2 JEREMY JOHNSON: Yeah. And that's what I'm saying.

3 And I would -- and I would say that too, but --

4 JOHN SWALLOW: Don't need that. That still gives

5 that --

6 JEREMY JOHNSON: But they have plenty -- if I say -- if

7 I say I sent money to RMR for this purpose and then they can

8 find out that you got paid from RMR, that's all they need.

9 Doesn't matter what anybody says. They can get an

10 indictment on that I know for a fact. They can get an

11 indictment on something less than that if they want, but

12 they can get an indictment and have an okay case with that.

13 Did you not have any of your e-mails?

14 JOHN SWALLOW: I don't keep my e-mails.

15 JEREMY JOHNSON: Okay. Good. I wish I didn't keep

16 mine either, believe me.

17 JOHN SWALLOW: I've deleted them all after a year.

18 JEREMY JOHNSON: Okay.

19 JOHN SWALLOW: I don't have anything to look at.

20 JEREMY JOHNSON: I would -- I would definitely talk to

21 Richard about that issue.

22 JOHN SWALLOW: Okay. I will.

23 JEREMY JOHNSON: Because he shouldn't keep them either.

24 It's -- it's -- if I ever go in business again, I'll have

25 the thing that deletes my frickin' e-mails every month. You

1 know something though? Do you know what's helping me in my
2 case big time, why they aren't going to court? Because
3 there are no bad e-mails for me. But I know that's what
4 they're trying to build their whole case on, but almost all
5 my e-mails are hey, I don't give a shit about how much we're
6 making. We're doing this right and you know what I'm
7 saying? I'm telling you they're all like that. Even if
8 they have one or two that are a little, you know, not per --
9 not good, not -- not shed light, there's so many that we're
10 clearly trying to do the right thing.

11 JOHN SWALLOW: Yeah.

12 JEREMY JOHNSON: You know.

13 JOHN SWALLOW: I went down there.

14 JEREMY JOHNSON: That's right. And Mark -- hey, by the
15 way, I talked to Mark. He's awesome.

16 JOHN SWALLOW: You know, I thought -- I thought this
17 was about something else. I've been thinking about this. I
18 didn't think it's about RMR.

19 JEREMY JOHNSON: It is. I -- I have it -- I wrote RMR.
20 There's --

21 JOHN SWALLOW: It's the last thing in the world I would
22 have thought.

23 JEREMY JOHNSON: Well, I think it -- I think they might
24 think there's a connection with poker because he asked about
25 it. He says did you pay RMR. Did that somehow have

1 something to do with you getting an e-mail about it's okay
2 to process poker. And I'm like absolutely not, Nathan.
3 He's like are you sure.

4 JOHN SWALLOW: This is your lawyer asking you this?

5 JEREMY JOHNSON: Yeah. He says well, what's this,
6 what's this, what's this. I'm like Nathan, I don't know. I
7 don't even know what these e-mails are. And so I'm supposed
8 to be digging through and meeting with him and going over
9 these e-mails, and he's going to go back, talk to the agent,
10 work out some kind of a sweetheart deal for me, and then I'm
11 supposed to go tell them everything they want to hear.
12 That's what's shaping right now. I'm fine to tell them to
13 go screw themselves.

14 JOHN SWALLOW: Let me tell this. What if you were
15 saying I wouldn't be surprised if John got something out of
16 that, if he did?

17 JEREMY JOHNSON: Well, think about that.

18 JOHN SWALLOW: Okay.

19 JEREMY JOHNSON: Think -- think through all these
20 scenarios. Let me get the e-mails, and let's -- I'll meet
21 you when I come back up here.

22 JOHN SWALLOW: Okay.

23 JEREMY JOHNSON: Think of these scenarios.

24 JOHN SWALLOW: I've been asking myself this one
25 question. If I got a finder, a finder fee (inaudible) --

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1 JEREMY JOHNSON: Right.

2 JOHN SWALLOW: -- where does that public official,
3 trying to make a worst case scenario.

4 JEREMY JOHNSON: Sure.

5 JOHN SWALLOW: What -- what laws are broken like this
6 (inaudible) for you to have someone to work with the FTC?

7 JEREMY JOHNSON: I think you need to not focus on the
8 laws that you've broken.

9 JOHN SWALLOW: Right.

10 JEREMY JOHNSON: And focus more --

11 JOHN SWALLOW: Day to day --

12 JEREMY JOHNSON: -- how they can make it look.

13 JOHN SWALLOW: I know. But at the end of the day I
14 don't want to be a felon.

15 JEREMY JOHNSON: You won't. You won't be a felon no
16 matter what. At the end of the day, John, I'll be on the
17 stand testifying that you had plenty of opportunity to get
18 money out of me for favors and you never tried once ever.
19 Ever.

20 JOHN SWALLOW: I hope so. That means all the people I
21 raised money for.

22 JEREMY JOHNSON: That's right.

23 JOHN SWALLOW: I didn't raise the money for me.

24 JEREMY JOHNSON: Between -- and -- and you know I
25 don't -- Carlie Christianson has an ax to grind.

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1 JOHN SWALLOW: Against me?

2 JEREMY JOHNSON: I think it's more with Mark, but I
3 don't know. What's her problem?

4 JOHN SWALLOW: I don't know.

5 JEREMY JOHNSON: She started all this bullshit. She
6 started a thing like a long time even before this trying to
7 show that I was trying to -- some investigation about me
8 maybe making improper payments to Mark or something. You
9 know what's funny about that? Neither you or Mark has ever,
10 ever asked me. You help -- you asked me to help raise the
11 money for guys that I like and I support today.

12 JOHN SWALLOW: Governor Herbert.

13 JEREMY JOHNSON: That's right. Governor Herbert, all
14 these good people. You know what Mark asked me money for?
15 Meth Cops Project. You know what I'm saying?

16 JOHN SWALLOW: Yeah.

17 JEREMY JOHNSON: Meth Cops Project. He never asked
18 me -- the money I gave him for his campaign, he didn't even
19 ask me for that. I liked Mark because of the work he did
20 with us on the Lost Boys and that's -- I gave it to him
21 without him ever asking. I think he realized what a nice
22 guy this is, I didn't even ask for this, I didn't have to
23 work for it, he just helped me out.

24 JOHN SWALLOW: Right.

25 JEREMY JOHNSON: And I told Mrs. -- I -- and he knows I

57

1 was doing good things with the Lost Boys and AED and
2 everything else, so he knows I'm a guy that will support
3 things. You know what he did for me too?

4 JOHN SWALLOW: What did he do?

5 JEREMY JOHNSON: He forgot all about it. One of the
6 girl -- remember that little girl that had -- she couldn't
7 eat?

8 JOHN SWALLOW: Couldn't what?

9 JEREMY JOHNSON: That little girl that couldn't eat.

10 JOHN SWALLOW: Yes. Remember that?

11 JEREMY JOHNSON: Yeah.

12 JOHN SWALLOW: That's what I remember.

13 JEREMY JOHNSON: These are the kind of things that --
14 that -- that we did, and there could have been a thing
15 like -- and I said hey, John, I've got a hundred thousand
16 dollars I'm ready to give this girl right now.

17 JOHN SWALLOW: And I could have said --

18 JEREMY JOHNSON: And you could have said hey, give me
19 20 of that and I'll get I, whatever, ICH to cover it.

20 JOHN SWALLOW: Yeah.

21 JEREMY JOHNSON: Guess what? You -- you made it happen
22 even without -- you didn't ask for a dime. You made it
23 happen with nothing. You were happy to do it.

24 JOHN SWALLOW: I know.

25 JEREMY JOHNSON: And so don't get into a paranoia state

1 because I had this happen to me too where I like second
2 guessed everything I did and your motives. You know your
3 motives and you know your intentions, and you know you're
4 honest and a good person.

5 JOHN SWALLOW: Right.

6 JEREMY JOHNSON: So don't start thinking worse
7 scenario, worst case scenario like I did. I'm just -- I
8 want to make sure that they can't paint a picture.

9 JOHN SWALLOW: Yeah. I'm worried about RMR.

10 JEREMY JOHNSON: I am too and I need to find out. I'm
11 going to get the e-mails, you're going to talk to Richard.
12 Please try and get him to pay the 175.

13 JOHN SWALLOW: I will. I'll do everything I can.

14 JEREMY JOHNSON: It will make my life immensely better.

15 JOHN SWALLOW: Because I think I can get that done. I
16 really do. I think it will be a blessing from him. I don't
17 know I can get 175.

18 JEREMY JOHNSON: You try for 175.

19 JOHN SWALLOW: I will. I'll do my darnedest.

20 JEREMY JOHNSON: And -- and I'm going to be looking for
21 E-mails. I'll get my phone charged, you get a phone, call
22 me, text me on the phone.

23 JOHN SWALLOW: I will.

24 JEREMY JOHNSON: Whatever you -- if you do 175, great.
25 I think it makes a lot of relief on the situation. If it's

1 a less amount tell me what it is, I will do my best.

2 JOHN SWALLOW: Okay. I will.

3 JEREMY JOHNSON: And then I want to -- before I meet
4 with these guys, before I talk to my attorney, I want to sit
5 down and go through these e-mails.

6 JOHN SWALLOW: Okay. And I'm available all week. I'm
7 here.

8 JEREMY JOHNSON: Okay.

9 JOHN SWALLOW: I just want to know somewhere where we
10 can meet.

11 JEREMY JOHNSON: A park, wherever. I don't care.

12 JOHN SWALLOW: Okay.

13 JEREMY JOHNSON: I'm -- I'm -- I'm --

14 JOHN SWALLOW: Do you know who's tailing me? I don't
15 know if Sean Reyes is doing it or -- I don't know --

16 JEREMY JOHNSON: I'm scared to death of our phones. No
17 reason to except for, you know, I had a friend that was in
18 the DEA and I said how do they catch all these freakin'
19 guys. He's like you want to know how. Wire taps. Always.
20 He says if you're ever doing something you don't want the
21 government to hear, don't say it on the phone, don't say
22 send it in an e-mail. Face to face, so.

23 JOHN SWALLOW: That's great. That's why --

24 JEREMY JOHNSON: Okay. Thank you. Sorry. I mean,
25 I --

1 JOHN SWALLOW: Thank you.
2 JEREMY JOHNSON: Okay.
3 JOHN SWALLOW: Thank you.
4 JEREMY JOHNSON: Hang in there. I'm getting doughnuts
5 to take home with me because we don't have one of these in
6 St. George.
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State of Utah)
 : ss.
County of Salt Lake)

REPORTER'S CERTIFICATE

I, Amanda Richards, a certified shorthand reporter
for the State of Utah, certify;

That the proceedings of the foregoing matter were
reported stenographically by me through audio file and were
thereafter transcribed into typewritten form by me, and that
the foregoing typewritten transcript, as typed by me, is a
full, true, and correct record of my stenographic notes so
taken.

I hereby further certify that I am neither counsel
for nor related to any party to said action, nor in anywise
interested in the outcome thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my
name on this 28th day of January 2013.

Amanda Richards, CSR

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From the Desk of John Swallow

May 2, 2012

Mr. Richard Rawle
2474 North University Avenue
Provo, UT 84604

Re: Recent Conversation

Richard:

The purpose of this letter is to create a record of a recent conversation you and I had relative to a recent conversation I had with Jeremy Johnson.

As I mentioned, a few days ago, I had a conversation with Mr. Johnson. He and I had not spoken in many months and he called me out of the blue and asked to meet and said it was urgent. I met with him fairly briefly and he said that someone was asking questions about the arrangement between you and him relative to his FTC matter. I really don't have any way of knowing if someone is really asking questions, or if this is simply Mr. Johnson's way of resolving any issues he might have with you.

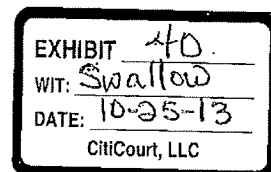
Specifically, he asked me if I had received any money from the arrangement between you and him. I told him no, that I had not. Then he mentioned the name of an entity called RMR, or RMR Consulting or something to that effect and asked if I had received money from that entity.

I told him that I did not think I had, but that I would check.

When you and I met, you indicated that you had paid me from that entity for my Nevada cement project work done on behalf of P-Solutions in 2010 and 2011.

As I indicated to you in our meeting, I do not know anything about RMR or RMR Consulting. I don't know when it was created, what it does, or how it is funded. And I don't know any of the details of your arrangement with Mr. Johnson beyond the fact that I've been told money was paid at some point and you were working on his situation but you could not guarantee results. I understand that he engaged you fairly late in the process and that the complaint was filed shortly after you were engaged. Due to my position in the State, I felt it best not to be involved from the moment the complaint was filed.

Richard, as I mentioned, I invoiced you personally for the Cement project work sometime in October, 2010 for work I'd performed on behalf of Project Solutions in the preceding months. I don't recall even thinking about where the payment came



JS000069

from. As I look through my records, I invoiced you again in April, 2011 (you personally and Chaparral) for project work done during the latter part of December, 2010 through early April, 2011. Again, I don't recall thinking about where the payment came from.

I now want to ask again that if P-Solutions received any funds related to your work for Mr. Johnson, even if you considered it earned and your personal funds at the time.

If you discover that any money paid to P-Solutions came from monies paid through him, all I can do at this point is refund the money directly to RMR and you can take care of the invoices through another source. Alternatively, you could refund that amount directly to RMR. What you do at that point is not my concern. So, please let me know as soon as possible the source of the funds so I can address the issue. I'd like to have it resolved in the next few days.

Thanks Richard.


John

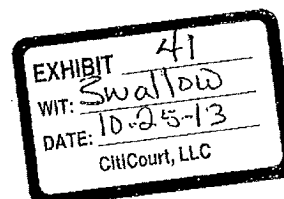
JS000070

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DECLARATION OF RICHARD RAWLE

I, Richard Rawle, under penalty of perjury, hereby declare:

1. I am the sole owner of RMR Consulting, LLC as well as a principal and the CEO of Tosh, Inc. I have resided in Provo, Utah most of my adult life.
2. I am a member of the Board of Directors of the Community Financial Service Centers of America (CFSA) and have a role in government relations and managing government relation professionals on a federal level.
3. In the fall of 2010, John Swallow, who had previously worked as counsel for one of my companies, approached me about whether I would be willing to help Jeremy Johnson and some of his I Works colleagues who were having challenges in communicating with the Federal Trade Commission.
4. My understanding was the FTC had been engaged in the preparation of a civil action against I Works, Inc., Jeremy Johnson and some of its employees and Mr. Johnson was concerned the FTC staff were not listening and wanted to know if I could help through my lobby contacts.
5. I agreed to meet Mr. Johnson in my office to discuss his situation and consider his request for assistance.
6. I met with Mr. Johnson and another member of his team as well a couple of people on my team in October 2010. John Swallow was not involved in that meeting at my office.
7. In that October 2010 meeting we extensively discussed the difficulty dealing with the FTC. I clearly indicated it would be a very difficult task and that in order for me to get started it would cost a nonrefundable fee of \$250,000.



SCM05196

8. I agreed to have a couple of my contacts attempt to get I Works' position and information in front of the right people.

9. I received information from Mr. Johnson, including the proposed Complaint, which I forwarded to my contacts.

10. Because Mr. Johnson wanted to share his and I Works charitable activities with the FTC, I asked him for a description of his charitable work.

11. After waiting for the startup funds for quite some time, in December 2010, I received the balance of \$250,000 via wire into my RMR Consulting, LLC account and wired \$100,000 to the lobbyists and asked them to go to work. At the time, I understood that the entire \$250,000 was from Mr. Johnson. However, in early 2012 I learned that \$50,000 came from Mr. Johnson and \$200,000 came from Scott Leavitt. Shortly after wiring the funds to the lobbyists the FTC Complaint was filed.

12. It is my understanding that the professionals I engaged did make contact with the FTC and did make progress, but the work could not be done in time to delay the filing of the Complaint.

13. It was my intent to be paid for efforts I made on Mr. Johnson's behalf and considered my fee to be \$50,000.

14. None of the money was paid or intended to be paid to John Swallow for his introduction of I Works or Mr. Johnson to me.

15. I used part of my fee to pay for miscellaneous expenses relative to my separate business interests.

16. One of those separate expenses was some consulting work I engaged P-Solutions, LLC to do for me related to a Nevada cement project with which I am involved. Mr. Swallow held an interest in P-Solutions.

17. P-Solutions, LLC was paid twice from the same account that received the Johnson and Scott Leavitt money.

18. I considered that money earned and saw no problem paying personal bills with that company.

19. I held on to the balance of \$100,000 because a receiver had been appointed and had been appointed and I was unsure how to deal with the balance.

20. I was contacted by Mr. Leavitt in early 2012 about a potential refund. I engaged legal counsel to discuss and resolve the issue with the balance.

21. In 2012 P-Solutions, LLC contacted me and let me know it would be returning the money I paid for cement consulting work from the RMR account and asking for payment from another account.

22. I received a refund check in May 2012 from P-Solutions, LLC, and have now cashed it.

23. I have recently heard that Mr. Johnson is making allegations that money was used to inappropriately influence a member of Congress. I have no knowledge of any such plan and expressly restate that no money besides the \$100,000 initial lobby payments was used on the FTC project.

24. John Swallow had no substantive involvement in my lobby effort. He made the introduction, helped gather preliminary information and gave me contact information for Mr. Leavitt.

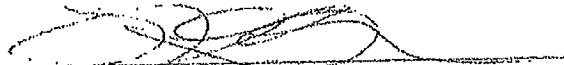
25. I did not agree to pay John Swallow for his introduction; he was not engaged as a professional or for that purpose.

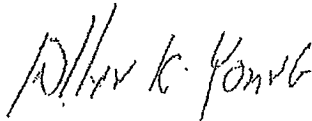
26. P-Solutions, LLC was engaged to perform consulting work for my Nevada cement project and was paid accordingly through a different account.

27. Payment of \$8,500 was made to P-Solutions, LLC for work done in the summer and fall of 2010 and another payment was for \$15,000 for work done in the spring of 2011.

I declare under penalty of perjury under the laws of the State of Utah that the foregoing is true and correct.

Dated this 5 day of December 2012 .


RICHARD RAWLE



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STATEMENT OF ACCOUNT

Page 1 of 8

ACCOUNT NUMBER: [REDACTED]

STATEMENT DATE: 04/01/11 - 04/30/11

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JOHN E SWALLOW
SUZANNE M SWALLOW
1263 BELL VIEW CIR
SANDY, UT 84094

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ACCOUNT SUMMARY

TOTAL SHARES			
PRIMARY SAVINGS	\$972.90	PROPERTY TAXES	\$1,661.43
CAR SAVINGS	\$10,207.19	EDUCATION SAVINGS	\$6,082.90
RETIREMENT SAVINGS	\$14.24	POST-MISSION MONEY	\$440.29
MONEY MARKET	\$27,173.67	CHECKING	\$22,965.14

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
04/01	Previous Balance		972.74
04/30	Deposit Interest 0.200%	0.16	972.90
	Annual Percentage Yield Earned 0.200% from 04/01/11 thru 04/30/11		
04/30	Ending Balance		972.90
	Interest Earned Year to Date	0.65	

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
04/30/11	0.16	Deposit Interest			
1 Deposits and Other Credits for \$0.16					

PROPERTY TAXES - ID 02

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
04/01	Previous Balance		1,386.16
04/04	Deposit Home Banking Transfer From Share 50	275.00	1,661.16
	Online Branch Apr. 04, 2011 09:51 Ref: 606877		
04/30	Deposit Interest 0.200%	0.27	1,661.43
	Annual Percentage Yield Earned 0.200% from 04/01/11 thru 04/30/11		
04/30	Ending Balance		1,661.43
	Interest Earned Year to Date	0.83	

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JS000519



STATEMENT OF ACCOUNT

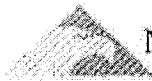
ACCOUNT NUMBER: [REDACTED]
STATEMENT DATE: 04/01/11 - 04/30/11
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CHECKING - ID 50 ... continued

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
04/15	Deposit STATE OF UTAH TYPE: PAYROLL AMT: 4,875.37 CO: STATE OF UTAH	4,875.37	19,741.51
04/15	Withdrawal 24 HOUR FITNESS TYPE: DUES CO: 24 HOUR FITNESS	-8.78	19,732.72
04/15	Withdrawal 24 HOUR FITNESS TYPE: DUES CO: 24 HOUR FITNESS	-10.66	19,722.06
04/15	Withdrawal Debit Card 04/14 24755411104171044396505 HAGERMANNS BAKERY DRAPER DRAPER UT	-9.37	19,712.69
04/15	Withdrawal Debit Card 04/13 24071051104987141612796 SOUTH VALLEY CHIROPRACTIC DRAPER UT	-35.00	19,677.69
04/15	Check 000761	-100.00	19,577.69
04/18	Withdrawal Debit Card 04/14 24019511105105172840403 EMISSION PLUS SANDY UT	-45.00	19,532.69
04/18	Withdrawal POS #110800005866 DUCK'S FOOD NA 1385 MULHOLLAND NAUVOO IL	-17.62	19,515.07
04/20	Withdrawal Debit Card 04/19 24506011109980037910881 COMMUNITY OF CHRIST NAUVOO IL	-30.00	19,485.07
04/20	Withdrawal Debit Card 04/19 24506011109980037082665 COMMUNITY OF CHRIST NAUVOO IL	-47.20	19,437.87
04/21	Withdrawal POS #627001 WALGREEN COMPANY MAIN & 13TH KEOKUK IA	-10.38	19,427.49
04/21	Check 000756	-87.50	19,339.99
04/22	Withdrawal Debit Card 04/19 24088021111111230238307 NAUVOO FUDGE FACTORY NAUVOO IL	-33.17	19,306.82
04/25	Withdrawal POS #111573808868 Wal-Mart Super Center 5110 WAL-SAMS DRAPER UT	-95.22	19,211.60
04/26	Deposit by Check	1,032.85	20,244.45
04/26	Withdrawal POS #261350134477 GREAT LOOKS TOTAL BEAUTY 9445 SOUTH 700 EAST SANDY UT	-13.68	20,230.77
04/26	Withdrawal POS #111619001936 USPS 4978200175 SANDY UT	-6.98	20,223.79
04/26	Withdrawal POS #587196 COSTCO WHSE #0497 11100 S AUTOMALL DR SANDY CITY UT	-56.29	20,167.50
04/27	Withdrawal Debit Card 04/25 24425131116510206019407 UTAH-DMV RENEWAL EXPRE 801-297-3809 UT	-110.00	20,057.50
04/27	Withdrawal POS #111761307641 AEROPOSTALE #813 10450 SOUTH STATE STREET SALT LAKE UT	-27.76	20,029.74
04/27	Withdrawal POS #111782035811 AEROPOSTALE # 856 JORDAN LANDING PLAZA WEST JORDAN UT	-13.88	20,015.86

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: [REDACTED]

STATEMENT DATE: 04/01/11 - 04/30/11

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Page 8 of 8

CHECKING - ID 50 ... continued

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
04/30/11	16.51	Withdrawal POS			
29 ATM Withdrawals and Other Charges for \$1,173.34					

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
04/01/11	42.30	Withdrawal	04/04/11	11.75	Withdrawal Debit Card
04/04/11	400.00	Withdrawal Home Banking Transfer	04/04/11	275.00	Withdrawal Home Banking Transfer
04/05/11	12.32	Withdrawal Debit Card	04/06/11	30.08	Withdrawal
04/06/11	46.02	Withdrawal	04/06/11	48.00	Withdrawal
04/06/11	72.77	Withdrawal	04/06/11	96.29	Withdrawal
04/06/11	100.00	Withdrawal	04/06/11	1,000.00	Withdrawal
04/06/11	1,080.00	Withdrawal	04/07/11	22.43	Withdrawal Debit Card
04/07/11	98.00	Withdrawal Debit Card	04/07/11	15.00	Withdrawal Fee
04/08/11	1,014.65	Withdrawal	04/08/11	2,300.00	Withdrawal
04/11/11	27.00	Withdrawal Debit Card	04/15/11	8.79	Withdrawal
04/15/11	10.88	Withdrawal	04/15/11	9.37	Withdrawal Debit Card
04/15/11	35.00	Withdrawal Debit Card	04/18/11	45.00	Withdrawal Debit Card
04/20/11	30.00	Withdrawal Debit Card	04/20/11	47.20	Withdrawal Debit Card
04/22/11	33.17	Withdrawal Debit Card	04/27/11	110.00	Withdrawal Debit Card
28 Withdrawals and Other Charges for \$7,020.80					

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
04/01/11	4,279.86	Deposit	04/04/11	400.00	Deposit Home Banking Transfer
04/15/11	4,875.37	Deposit	04/26/11	1,032.85	Deposit by Check
04/29/11	4,279.87	Deposit	04/30/11	1.64	Deposit Interest
6 Deposits and Other Credits for \$14,869.59					

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date

51.46

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STATEMENT OF ACCOUNT

Page 1 of 10

ACCOUNT NUMBER: [REDACTED]
STATEMENT DATE: 06/01/11 - 06/30/11
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www.macu.com

JOHN E SWALLOW
SUZANNE M SWALLOW
1263 BELL VIEW CIR
SANDY, UT 84094

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ACCOUNT SUMMARY

TOTAL SHARES

PRIMARY SAVINGS	\$973.15	PROPERTY TAXES	\$1,310.85
CAR SAVINGS	\$10,609.85	EDUCATION SAVINGS	\$10,285.52
RETIREMENT SAVINGS	\$14.24	POST-MISSION MONEY	\$500.43
MONEY MARKET	\$27,189.57	CHECKING	\$20,352.43

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
06/01	Previous Balance		973.03
06/30	Deposit Interest 0.150%	0.12	973.15
	Annual Percentage Yield Earned 0.150% from 06/01/11 thru 06/30/11		
06/30	Ending Balance		973.15
	Interest Earned Year to Date	0.90	

Deposits and Other Credits

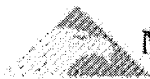
DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
06/30/11	0.12	Deposit Interest			
1 Deposits and Other Credits for \$0.12					

PROPERTY TAXES - ID 02

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
06/01	Previous Balance		1,936.68
06/02	Deposit Home Banking Transfer From Share 50	275.00	2,211.68
	Online Branch Jun. 02, 2011 12:06 Ref: 73367		
06/03	Withdrawal Home Banking Transfer To Share 50	-901.00	1,310.68
	Online Branch Jun. 03, 2011 15:27 Ref: 88380 - 2011		
06/30	Deposit Interest 0.150%	0.17	1,310.85
	Annual Percentage Yield Earned 0.150% from 06/01/11 thru 06/30/11		
06/30	Ending Balance		1,310.85
	Interest Earned Year to Date	1.25	

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: [REDACTED]

STATEMENT DATE: 06/01/11 - 06/30/11

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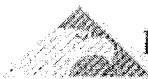
Page 8 of 10

CHECKING - ID 50 ... continued

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
06/24	Withdrawal POS #117579394601 AEROPOSTALE #813 10450 SOUTH STATE STREE SALT LAKE UT	-12.48	19,613.78
06/24	Withdrawal POS #175001694560 CHARLOTTE RUSSE 285 10450 S STATE ST # 1246 SANDY UT	-11.22	19,602.56
06/27	Withdrawal Debit Card 06/25 24692161176000850428476 DESERET BOOK CO 63 SANDY UT	-2.13	19,600.43
06/27	Withdrawal Debit Card 06/25 24610431177004005684715 MICHAELS #5718 DRAPER UT	-7.45	19,592.98
06/27	Withdrawal Debit Card 06/23 24692161175000635617170 DESERET BOOK CO 45 MIDVALE UT	-10.00	19,582.98
06/27	Withdrawal Debit Card 06/25 24323001177200181402133 KNEADERS BAKERY OF DRA DRAPER UT	-12.07	19,570.91
06/27	Withdrawal Debit Card 06/25 24323001177200181402141 KNEADERS BAKERY OF DRA DRAPER UT	-12.87	19,558.04
06/27	Withdrawal Debit Card 06/23 24692161175000683320982 BARE ESCENTIALS #124 MURRAY UT	-13.89	19,544.15
06/27	Withdrawal Debit Card 06/24 24493981176207099502043 CAFE ZUPAS SOUTH JORDAN SOUTH JORDAN UT	-16.88	19,527.47
06/27	Withdrawal POS #178008600134 LOWE'S #2606 9291 S QUARRY BEND DR SANDY UT	-101.67	19,425.80
06/27	Withdrawal POS #178009878229 LOWE'S #2606 9291 S QUARRY BEND DR SANDY UT	-92.56	19,333.24
06/27	Withdrawal POS #003876 SMITHS 10305 S. 1300 E. SANDY UT	-59.55	19,273.69
06/27	Check 000778	-50.00	19,223.69
06/28	Withdrawal POS #179005405269 PETSMART INC 1007 10329 SOUTH STATE ST SANDY UT	-7.84	19,215.85
06/28	Withdrawal POS #393570 COSTCO WHSE #0487 11100 S AUTOMALL DR SANDY CITY UT	-72.47	19,143.38
06/28	Deposit by Check	1,557.90	20,701.28
06/28	Withdrawal POS #117973355931 Wal-Mart Super Center 5235 WAL-SAMS SANDY UT	-93.84	20,607.44
06/28	Withdrawal POS #000015 #3 CANYON VIEW CL 1373 EAST, 10600 S SANDY UT	-21.00	20,586.44
06/29	Withdrawal Debit Card 06/27 24071051179987101690840 FARRS FRESH SANDY SANDY UT	5.66	20,580.78
06/29	Check 000779	-75.00	20,505.78

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: [REDACTED]

STATEMENT DATE: 06/01/11 - 06/30/11

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CHECKING - ID 50 ... continued

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
06/24/11	12.48	Withdrawal POS	06/24/11	11.22	Withdrawal POS
06/27/11	101.67	Withdrawal POS	06/27/11	92.56	Withdrawal POS
06/27/11	59.55	Withdrawal POS	06/28/11	7.84	Withdrawal POS
06/28/11	72.47	Withdrawal POS	06/28/11	93.84	Withdrawal POS
06/28/11	21.00	Withdrawal POS	06/30/11	65.34	Withdrawal POS
06/30/11	12.23	Withdrawal POS			

49 ATM Withdrawals and Other Charges for \$2,486.89

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
06/01/11	42.30	Withdrawal	06/02/11	275.00	Withdrawal Home Banking Transfer
06/06/11	46.02	Withdrawal	06/06/11	72.41	Withdrawal
06/06/11	92.41	Withdrawal	06/06/11	100.00	Withdrawal
06/06/11	1,000.00	Withdrawal	06/06/11	1,080.00	Withdrawal
06/06/11	9.16	Withdrawal Debit Card	06/06/11	16.70	Withdrawal Debit Card
06/06/11	82.00	Withdrawal Debit Card	06/09/11	32.95	Withdrawal Debit Card
06/10/11	10.63	Withdrawal Debit Card	06/10/11	54.00	Withdrawal Debit Card
06/13/11	20.00	Withdrawal Debit Card	06/13/11	33.16	Withdrawal Debit Card
06/13/11	1,000.00	Withdrawal Debit Card	06/14/11	40.70	Withdrawal Debit Card
06/15/11	8.79	Withdrawal	06/15/11	10.66	Withdrawal
06/16/11	85.97	Withdrawal Debit Card	06/20/11	30.08	Withdrawal
06/20/11	44.11	Withdrawal	06/20/11	90.21	Withdrawal
06/20/11	92.24	Withdrawal	06/20/11	110.00	Withdrawal
06/20/11	141.65	Withdrawal	06/20/11	1,505.29	Withdrawal
06/20/11	4.72	Withdrawal Debit Card	06/20/11	37.26	Withdrawal Debit Card
06/21/11	11.00	Withdrawal Debit Card	06/27/11	2.13	Withdrawal Debit Card
06/27/11	7.45	Withdrawal Debit Card	06/27/11	10.00	Withdrawal Debit Card
06/27/11	12.07	Withdrawal Debit Card	06/27/11	12.87	Withdrawal Debit Card
06/27/11	13.89	Withdrawal Debit Card	06/27/11	16.68	Withdrawal Debit Card
06/29/11	5.66	Withdrawal Debit Card	06/30/11	11.28	Withdrawal Debit Card
06/30/11	66.10	Withdrawal Debit Card			

41 Withdrawals and Other Charges for \$6,337.55

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
06/02/11	400.00	Deposit Home Banking Transfer	06/03/11	6.40	Withdrawal Adjustment Debit Card
06/03/11	901.00	Deposit Home Banking Transfer	06/10/11	4,279.86	Deposit
06/24/11	4,279.87	Deposit	06/28/11	1,557.90	Deposit by Check
06/30/11	1.60	Deposit Interest			

7 Deposits and Other Credits for \$11,426.63

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date

76.71

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STATEMENT OF ACCOUNT

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ACCOUNT NUMBER: [REDACTED]
STATEMENT DATE: 08/01/11 - 08/31/11
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JOHN E SWALLOW
SUZANNE M SWALLOW
1263 BELL VIEW CIR
SANDY, UT 84094

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ACCOUNT SUMMARY

TOTAL SHARES			
PRIMARY SAVINGS	\$973.41	PROPERTY TAXES	\$1,861.30
CAR SAVINGS	\$11,244.68	EDUCATION SAVINGS	\$9,487.99
RETIREMENT SAVINGS	\$14.24	POST-MISSION MONEY	\$560.57
MONEY MARKET	\$27,205.75	CHECKING	\$15,618.67

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
08/01	Previous Balance		973.28
08/31	Deposit Interest 0.150%	0.13	973.41
	Annual Percentage Yield Earned 0.160% from 08/01/11 thru 08/31/11		
08/31	Ending Balance		973.41
	Interest Earned Year to Date	1.16	

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
08/31/11	0.13	Deposit Interest			
1 Deposits and Other Credits for \$0.13					

PROPERTY TAXES - ID 02

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
08/01	Previous Balance		1,586.06
08/01	Deposit Home Banking Transfer From Share 50	275.00	1,861.06
	Online Branch Aug. 01, 2011 08:30 Ref: 419155		
08/31	Deposit Interest 0.150%	0.24	1,861.30
	Annual Percentage Yield Earned 0.150% from 08/01/11 thru 08/31/11		
08/31	Ending Balance		1,861.30
	Interest Earned Year to Date	1.70	

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CHECKING - ID 50 ... continued

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
	SANDY UT		
08/27	Withdrawal Home Banking Transfer To Share 06 Online Branch Aug. 27, 2011 12:33 Ref: 495004	-60.00	14,118.45
08/27	Withdrawal POS #002268 NORDSTROM 032 6191 SOUTH STATE # 200 MURRAY UT	-58.77	14,059.68
08/27	Withdrawal POS #123924626274 CHALK GARDEN FASION MURRAY UT	-33.71	14,025.97
08/27	Withdrawal POS #416415 FRESH MARKET DRAPER 1212 DRAPER PARKWAY DRAPER UT	-27.76	13,998.21
08/29	Withdrawal Debit Card 08/27 24394691240980000029002 FONG'S FINE CHINESE DININ DRAPER UT	-22.65	13,975.56
08/29	Withdrawal Debit Card 08/26 24842181240980000143241 KELLIE&CO8012553223LN WEST JORDAN UT	-82.00	13,893.56
08/29	Deposit by Check	2,289.93	16,183.49
08/29	Withdrawal POS #000003 #3 CANYON VIEW CL 1373 EAST, 10600 S SANDY UT	-10.39	16,173.10
08/30	Withdrawal POS #301140309423 GREAT LOOKS TOTAL BEAUTY 9445 SOUTH 700 EAST SANDY UT	-13.68	16,159.42
08/30	Withdrawal POS #018176 PETCO ANIMAL SUPPLIES 1090 EAST FORT UNION BO MIDVALE UT	-10.67	16,148.75
08/30	Withdrawal POS #123809 TJ MAXX MIDVALE UT	-32.04	16,116.71
08/30	Withdrawal POS #123033 MACEY'S SANDY 7850 S 1300 E SANDY UT	-172.83	15,943.88
08/30	Withdrawal POS #124357419053 Wal-Mart Super Center 5235 WAL-SAMS SANDY UT	-15.89	15,927.99
08/31	Withdrawal Debit Card 08/30 24337891243286408900056 SPOONS N SPICE** SANDY UT	-56.60	15,871.39
08/31	Withdrawal POS #124316001583 USPS 4978210182 9265 S HIGHLAND DR SANDY UT	-6.20	15,865.19
08/31	Withdrawal POS #124398152979 Wal-Mart Super Center 1827 WAL-SAMS PARK CITY UT	-10.64	15,854.55
08/31	Withdrawal POS #018680 CHICOS 00783 6699 NORTH LANDMARK DR PARKCITY UT	-48.01	15,806.54
08/31	Withdrawal POS #003350	-73.99	15,731.75

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STATEMENT DATE: 08/01/11 - 08/31/11

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CHECKING - ID 50 ... continued**Withdrawals and Other Charges**

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
08/31/11	10.64	Withdrawal POS	08/31/11	48.81	Withdrawal POS
08/31/11	73.99	Withdrawal POS	08/31/11	82.96	Withdrawal POS
08/31/11	31.41	Withdrawal POS			

45 ATM Withdrawals and Other Charges for \$2,600.43

Withdrawals and Other Charges

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
08/01/11	42.30	Withdrawal	08/01/11	87.00	Withdrawal Debit Card
08/01/11	400.00	Withdrawal Home Banking Transfer	08/01/11	275.00	Withdrawal Home Banking Transfer
08/03/11	100.00	Withdrawal	08/03/11	200.90	Withdrawal
08/03/11	202.42	Withdrawal	08/03/11	297.45	Withdrawal
08/03/11	1,000.00	Withdrawal	08/03/11	1,000.00	Withdrawal
08/03/11	1,080.00	Withdrawal	08/03/11	25.00	Withdrawal Debit Card
08/04/11	78.00	Withdrawal Debit Card	08/08/11	22.44	Withdrawal Debit Card
08/10/11	2.31	Withdrawal Debit Card	08/10/11	28.82	Withdrawal Debit Card
08/10/11	34.00	Withdrawal Debit Card	08/10/11	35.00	Withdrawal Debit Card
08/11/11	15.08	Withdrawal Debit Card	08/15/11	8.79	Withdrawal
08/15/11	10.66	Withdrawal	08/15/11	5.68	Withdrawal Debit Card
08/15/11	18.00	Withdrawal Debit Card	08/15/11	31.39	Withdrawal Debit Card
08/15/11	59.30	Withdrawal Debit Card	08/15/11	68.82	Withdrawal Debit Card
08/16/11	12.92	Withdrawal Debit Card	08/16/11	42.62	Withdrawal Debit Card
08/17/11	57.79	Withdrawal	08/17/11	72.37	Withdrawal
08/18/11	49.34	Withdrawal Debit Card	08/22/11	18.00	Withdrawal Debit Card
08/22/11	36.65	Withdrawal Debit Card	08/22/11	41.67	Withdrawal Debit Card
08/22/11	30.08	Withdrawal	08/22/11	141.74	Withdrawal
08/22/11	176.97	Withdrawal	08/22/11	1,000.00	Withdrawal
08/22/11	1,372.87	Withdrawal	08/28/11	19.80	Withdrawal Debit Card
08/27/11	60.00	Withdrawal Home Banking Transfer	08/29/11	22.65	Withdrawal Debit Card
08/29/11	82.00	Withdrawal Debit Card	08/31/11	56.60	Withdrawal Debit Card

44 Withdrawals and Other Charges for \$8,422.23

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
08/01/11	400.00	Deposit Home Banking Transfer	08/05/11	4,263.58	Deposit
08/19/11	4,263.57	Deposit	08/29/11	2,289.93	Deposit by Check
08/31/11	1.29	Deposit Interest			

5 Deposits and Other Credits for \$11,218.37

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date

101.89

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STATEMENT OF ACCOUNT

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ACCOUNT NUMBER: [REDACTED]

STATEMENT DATE: 01/01/12 - 01/31/12

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JOHN E SWALLOW
SUZANNE M SWALLOW
1263 BELL VIEW CIR
SANDY, UT 84094

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ACCOUNT SUMMARY

TOTAL SHARES

PRIMARY SAVINGS	\$3,704.21	PROPERTY TAXES	\$865.43
CAR SAVINGS	\$11,850.01	EDUCATION SAVINGS	\$8,844.13
RETIREMENT SAVINGS	\$14.24	POST-MISSION MONEY	\$801.01
MONEY MARKET	\$27,241.12	CHECKING	\$16,145.10

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
01/01	Previous Balance		3,703.73
01/31	Deposit Interest 0.150%	0.48	3,704.21
	Annual Percentage Yield Earned 0.150% from 01/01/12 thru 01/31/12		
01/31	Ending Balance		3,704.21
	Interest Earned Year to Date	0.48	
	Interest Earned in 2011	2.48	

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
01/31/12	0.48	Deposit Interest			
1 Deposits and Other Credits for \$0.48					

PROPERTY TAXES - ID 02

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
01/01	Previous Balance		590.32
01/02	Deposit Home Banking Transfer From Share 50	275.00	865.32
	Jan. 2012		
01/31	Deposit Interest 0.150%	0.11	865.43
	Annual Percentage Yield Earned 0.150% from 01/01/12 thru 01/31/12		
01/31	Ending Balance		865.43
	Interest Earned Year to Date	0.11	
	Interest Earned in 2011	2.56	

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CHECKING - ID 50 ... continued

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
	01/13 24842182015980000143242 KELLIE&CO8012553223LN WEST JORDAN UT		
01/17	Withdrawal POS #201745384006 Wal-Mart Super Center 5235 WAL-SAMS SANDY UT	-130.05	15,178.01
01/17	Withdrawal POS #201722003224 USPS 4978200175 8850 S 700 E SANDY UT	-136.10	15,041.91
01/18	Check 000833	-1,600.00	13,441.91
01/18	Check 000834	-50.00	13,391.91
01/18	Check 000835	-70.00	13,321.91
01/19	Check 000836	-35.00	13,286.91
01/20	Deposit STATE OF UTAH TYPE: PAYROLL AMT: 4,278.90 CO: STATE OF UTAH	4,278.90	17,565.81
01/20	Withdrawal Debit Card 01/19 24337892019200544200032 TAYLOR DENTAL CARE SANDY UT	-21.10	17,544.71
01/20	Withdrawal POS #004765 BARNESNOBLE 7119 South 1300 East St Midvale UT	-12.82	17,531.89
01/23	Withdrawal Debit Card 01/20 24692162021000269678070 REDBOX *DVD RENTAL OAKBRKTERRACE IL	-1.28	17,530.61
01/23	Withdrawal Debit Card 01/20 24493982021207786100015 ARBY'S Q52 SANDY UT	-2.69	17,527.92
01/23	Withdrawal Debit Card 01/19 24427332020710013356138 CHICK-FIL-A # 1288 SANDY UT	-6.19	17,521.73
01/23	Withdrawal Debit Card 01/20 24445002021800110005221 WALGREENS #9464 SANDY UT	-20.27	17,501.46
01/23	Withdrawal POS #001017 NORDSTROM 038 693 UNIVERSITY PKWY OREM UT	-141.04	17,360.42
01/24	Withdrawal Debit Card 01/23 24692162023000917139390 REDBOX *DVD RENTAL 866-733-2693 IL	-2.56	17,357.86
01/24	Deposit Home Banking Transfer From Share 04 wedding photographer	150.00	17,507.86
01/24	Deposit by Check	4,850.36	22,358.22
01/24	Withdrawal POS #202416591690 Wal-Mart Super Center 5235 WAL-SAMS SANDY UT	-123.99	22,234.23
01/25	Withdrawal Debit Card 01/23 24610432024004010582782 MICHAELS #5718 DRAPER UT	-7.40	22,226.83
01/25	Withdrawal Debit Card 01/23 24071052024987139675628 THAI DRIFT OREM UT	-10.79	22,216.04
01/25	Withdrawal POS #209580 COSTCO WHSE #0487 11100 S AUTOMALL DR SANDY CITY UT	-24.17	22,191.87
01/26	Withdrawal VERIZON WIRELESS TYPE: BILL PAYMT CO: VERIZON WIRELESS	-145.38	22,046.49

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: [REDACTED]

STATEMENT DATE: 01/01/12 - 01/31/12

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CHECKING - ID 50 ... continued

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
01/02/12	400.00	Deposit Home Banking Transfer	01/03/12	783.98	Deposit
01/08/12	4,278.89	Deposit	01/08/12	7.44	Withdrawal Adjustment Debit Card
01/20/12	4,278.90	Deposit	01/24/12	150.00	Deposit Home Banking Transfer
01/24/12	4,850.36	Deposit by Check	01/31/12	1.37	Deposit Interest

8 Deposits and Other Credits for \$14,750.94

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date	11.67
Total Interest Earned in 2011	148.41

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STATEMENT OF ACCOUNT

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ACCOUNT NUMBER: [REDACTED]
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JOHN E SWALLOW
SUZANNE M SWALLOW
1263 BELL VIEW CIR
SANDY, UT 84094

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ACCOUNT SUMMARY

TOTAL SHARES			
PRIMARY SAVINGS	\$4,705.38	PROPERTY TAXES	\$1,415.75
CAR SAVINGS	\$12,461.06	EDUCATION SAVINGS	\$7,424.18
RETIREMENT SAVINGS	\$14.24	POST-MISSION MONEY	\$1.20
MONEY MARKET	\$26,914.55	CHECKING	\$18,539.82

PRIMARY SAVINGS - ID 01

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
03/01	Previous Balance		4,704.78
03/31	Deposit Interest 0.150%	0.60	4,705.38
	Annual Percentage Yield Earned 0.150% from 03/01/12 thru 03/31/12		
03/31	Ending Balance		4,705.38
	Interest Earned Year to Date	1.65	
	Interest Earned in 2011	2.48	

Deposits and Other Credits

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
03/31/12	0.60	Deposit Interest			
1 Deposits and Other Credits for \$0.60					

PROPERTY TAXES - ID 02

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
03/01	Previous Balance		1,140.57
03/05	Deposit Home Banking Transfer From Share 50 march	275.00	1,415.57
03/31	Deposit Interest 0.150%	0.18	1,415.75
	Annual Percentage Yield Earned 0.150% from 03/01/12 thru 03/31/12		
03/31	Ending Balance		1,415.75
	Interest Earned Year to Date	0.43	
	Interest Earned in 2011	2.56	

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STATEMENT OF ACCOUNT

ACCOUNT NUMBER: [REDACTED]
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CHECKING - ID 50 ... continued

POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
	TYPE: DUES CO: 24 HOUR FITNESS		
03/16	Deposit STATE OF UTAH	4,278.89	17,024.67
	TYPE: PAYROLL AMT: 4,278.89		
	CO: STATE OF UTAH		
03/16	Withdrawal POS #207600601824	-44.19	16,980.48
	Wal-Mart Super Center 5235 WAL-SAMS SANDY UT		
03/16	Check 000853	-620.00	16,360.48
03/20	Withdrawal Home Banking Transfer To Share 06 last for Cattle	-80.00	16,280.48
03/20	Deposit by Check	1,486.68	17,767.16
03/20	Withdrawal POS #208072392462	-214.35	17,552.81
	Wal-Mart Super Center 5235 WAL-SAMS SANDY UT		
03/21	Withdrawal POS #537709	-140.78	17,412.03
	COSTCO WHSE #0487 11100 S AUTOMALL DR SANDY CITY UT		
03/21	Check 000854	-40.00	17,372.03
03/22	Withdrawal KOHLS	-50.83	17,321.20
	TYPE: BILL PAYMT CO: KOHLS		
03/22	Withdrawal QWEST	-73.86	17,247.34
	TYPE: BILL PAYMT CO: QWEST		
03/22	Withdrawal QUESTAR GAS%	-98.36	17,148.98
	TYPE: BILL PAYMT CO: QUESTAR GAS%		
03/22	Withdrawal VISA	-110.00	17,038.98
	TYPE: BILL PAYMT CO: VISA		
03/22	Withdrawal VERIZON WIRELESS	-122.06	16,916.92
	TYPE: BILL PAYMT CO: VERIZON WIRELESS		
03/22	Withdrawal DOVENMUEHLE MORT	-1,270.87	15,646.05
	TYPE: BILL PAYMT CO: DOVENMUEHLE MORT		
03/22	Withdrawal DISCOVER CARD SE	-1,471.36	14,174.69
	TYPE: BILL PAYMT CO: DISCOVER CARD SE		
03/22	Withdrawal Debit Card	-8.23	14,166.46
	03/20 24736932081007354906002 MARKET STREET GRILL RIVER SOUTH JORDAN UT		
03/22	Withdrawal POS #066689	-10.45	14,156.01
	SMITHS 10305 S. 1300 E. SANDY UT		
03/23	Withdrawal Debit Card	-8.62	14,147.39
	03/22 24707802082715647518074 PARTY ESSENTIALS SANDY UT		
03/23	Check 000852	-75.00	14,072.39
03/23	Check 000855	-35.00	14,037.39
03/26	Withdrawal POS #208620007985	-8.05	14,029.34
	USPS 4921080120 12180 SOUTH 300 E DRAPER UT		
03/27	Withdrawal POS #208767017198	-14.93	14,014.41
	MICHAELS #5718 215 E 12300 S DRAPER UT		

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STATEMENT OF ACCOUNT

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CHECKING - ID 50 ... continued

7 Deposits and Other Credits for \$15,530.76

YEAR-TO-DATE SUMMARY

Total Interest Earned Year To Date	34.56
Total Interest Earned in 2011	148.41

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43

2012
STATE CONSTITUTIONAL OFFICE
DECLARATION OF CANDIDACY

of

JOHN SWALLOW

(Print name exactly as it is to be printed on the official ballot. No amendments or modifications after March 15, 2012)

for the office of Utah Attorney General

STATE OF UTAH

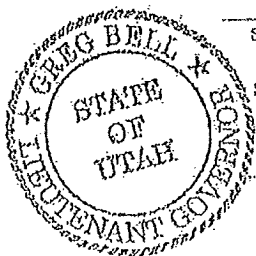
County of Salt Lake

ss.

I, John Swallow, declare my intention of becoming a candidate for the office of Attorney General as a candidate for the Republican party. I do solemnly swear that: I will meet the qualifications to hold the office, both legally and constitutionally, if selected; I reside at 1263 East Bell View Circle in the City of or Town of Sandy, Utah, Zip Code 84094, Phone No. 801 572-8281; I will not knowingly violate any law governing campaigns and elections; I will file all campaign financial disclosure reports as required by law and I understand that failure to do so will result in my disqualification as a candidate for this office and removal of my name from the ballot. The mailing address that I designate for receiving official election notices is P.O. Box 901843, Sandy, UT 84090

johnswallow@gmail.com
E-mail address

www.johnswallow.com
Website



Signature of Candidate (Must be signed in the presence of the filing officer)

Subscribed and sworn to before me this

3/9/2012

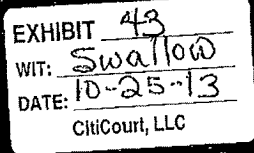
(month/day/year)

M. L. Bell
(Officer qualified to administer oaths)

Received

MAR - 9 2012

Greg Bell
Lieutenant



(Seal)

Lieutenant Governor Mar 2012

(Date Received)

QUALIFICATION FOR CANDIDATE FILING DECLARATION

(Utah Code Section 20A-9-201)

Please initial:

JS The filing officer read the constitutional and statutory requirements as listed below to me, and I meet those qualifications.

JS I understand that my name will appear on the ballot as it is printed on this declaration of candidacy, and that I may not make any amendments or modifications after March 15, 2012.

JS I have received a copy of Section 20A-7-801 regarding the Statewide Electronic Voter Information Website Program and its applicable deadline.

JS I have received a copy of the pledge of fair campaign practices, and I understand that signing this pledge is voluntary.

JS I agree to file all campaign financial disclosure reports and I understand that failure to do so may result in my disqualification as a candidate for this office, removal of my name from the ballot, possible fines and/or criminal penalties.

John Swallow
Signature of Candidate

M. R. P. [Signature]
Signature of Filing Officer

9 March 2012
Date

3/9/2012
Date

QUALIFICATIONS

Before the filing officer accepts any declaration of candidacy, the filing officer shall read to the candidate the constitutional and statutory requirements for candidacy, and the candidate shall state whether he/she fulfills the requirements. If the candidate indicates that he/she does not qualify, the filing officer shall decline his/her declaration of candidacy. (Utah Code Section 20A-9-201, 202)

GOVERNOR and LIEUTENANT GOVERNOR *Utah Constitution, Article VII, Section 3*

- " Utah resident citizen for 5 years
- " At least 30 years old at the time of election
- " Qualified voter*
- " Never convicted of a felony**
- " Governor - Pay filing fee of \$536.00
- " Lieutenant Governor - Pay filing fee of \$509.20

ATTORNEY GENERAL, STATE AUDITOR and STATE TREASURER *Utah Constitution, Article VII, Section 3*

- " Utah resident citizen for 5 years
- " At least 25 years old at the time of election
- " Qualified voter*
- " All - Never convicted of a felony**
- " Pay filing fee of \$509.20
- " Attorney General - Admitted to practice before the Supreme Court of Utah, and in good standing at the bar

* A qualified voter (1) is a citizen of the United States; (2) is a resident of Utah; (3) will, on the date of that election, be at least 18 years old and have been a resident of Utah for 30 days immediately before that election; 4) and has registered to vote.

**A person convicted of a felony loses the right to hold office until (1) all felony convictions have been expunged, OR (2) ten years have passed since the most recent felony conviction AND the person has paid all court-ordered restitution and fines AND the person has completed probation, been granted parole, or completed the term of incarceration associated with the felony.

Lieutenant Governor Mar 2012

2012
CANDIDATE FINANCIAL DISCLOSURE OR
CONFLICT OF INTEREST

for

John Swallow

(Print name)

for the office of Attorney General District

Primary employer name	<u>State of Utah</u>
Primary employer address	<u>350 No. State Street, No. 230, SLC, UT 84114</u>
Brief description of employment	<u>Managing Attorney Attorney General's Office (civil)</u>
Occupation and job title, if applicable	<u>Chief Deputy Attorney General</u>
Name of entity owned	<u>Swallow & Associates, L.C.</u>
Brief description of the type of business or activity conducted by the entity owned	<u>None at present</u>
Filer's position in the entity	<u>Co-member + co-manager</u>
Name of each entity that has paid \$5,000 or more in income to the filer within the one-year period ending immediately before the date of the disclosure form	<u>None</u>
Brief description of the type of business or activity conducted by the entity described in the previous section	<u>N/A</u>
Name of entity in which the filer holds any stocks or bonds having a fair market value of \$5,000 or more as of the date of this form, but excluding funds that are managed by a third party, including blind trusts, managed investment accounts, and mutual funds	<u>North American Palladium, Stillwater Mining Co.</u>

*"Entity" means a corporation, a partnership, a limited liability company, a limited partnership, a sole proprietorship, an association, a cooperative, a trust, an organization, a joint venture, a governmental entity, an unincorporated organization, or any other legal entity, whether established primarily for the purpose of gain or economic profit or not.

Brief description of the type of business or activity conducted by the entity described in the previous section <i>Mining</i>
Name of organization or entity for which the filer serves on the board of directors or in any other type of formal advisory capacity
Brief description of the type of business or activity conducted by the entity described in the previous section
Type of position held by the filer within the organization or entity described in the two previous sections
(Optional) Real property in which the filer holds an ownership or other financial interest that the filer believes may constitute a conflict of interest
Description of the real property named in the previous section
Description of the type of interest held by the filer in the property described in the two previous sections
Name of filer's spouse and any other adult residing in the filer's household that is not related by blood or marriage, as applicable <i>Suzanne Swallow</i>
Brief description of employment of the filer's spouse and any other adult residing in the filer's household that is not related by blood or marriage, as applicable <i>N/A</i>
Occupation of filer's spouse and any other adult residing in the filer's household that is not related by blood or marriage, as applicable <i>House wife</i>
(Optional) Description of any other matter or interest that the filer believes may constitute a conflict of interest

I believe this form is true and accurate to the best of my knowledge.

John Swallow
(Signature of filer)

9 March 2012
(Date)



2012
STATE OF UTAH

**PLEDGE OF
FAIR CAMPAIGN PRACTICES**
(UCA § 20A-9-206)

There are basic principles of decency, honesty, and fair play which every candidate for public office in the State of Utah has a moral obligation to observe and uphold, in order that, after vigorously contested but fairly conducted campaigns, our citizens may exercise their right to a free election, and that the will of the people may be fully and clearly expressed on the issues.

THEREFORE:

I SHALL conduct my campaign openly and publicly, discussing the issues as I see them, presenting my record and policies with sincerity and frankness, and criticizing, without fear or favor, the record and policies of my opponents that I believe merit criticism.

I SHALL NOT use nor shall I permit the use of scurrilous attacks on any candidate or the candidate's immediate family. I shall not participate in or nor shall I permit the use of defamation, libel, or slander against any candidate or the candidate's immediate family. I shall not participate in nor shall I permit the use of any other criticism of any candidate or the candidate's immediate family that I do not believe to be truthful, provable, and relevant to my campaign.

I SHALL NOT use nor shall I permit the use of any practice that tends to corrupt or undermine our American system of free elections, or that hinders or prevents the free expression of the will of the voters, including practices intended to hinder or prevent any eligible person from registering to vote or voting.

I SHALL NOT coerce election help or campaign contributions for myself or for any other candidate from my employees or volunteers.

I SHALL immediately and publicly repudiate support deriving from any individual or group which resorts, on behalf of my candidacy or in opposition to that of an opponent, to methods in violation of the letter or spirit of this pledge. I shall accept responsibility to take firm action against any subordinate who violates any provision of this pledge or the laws governing elections.

I SHALL defend and uphold the right of every qualified American voter to full and equal participation in the electoral process.

I, the undersigned, candidate for election to public office in the State of Utah, hereby voluntarily endorse, subscribe to, and solemnly pledge myself to conduct my campaign in accordance with the above principles and practices.

Name: John Swallow Office: Attorney General

Signature: John Swallow Date: 9 March 2012

*This is a voluntary pledge. Candidates are not required to sign this pledge of fair campaign practices.

*This document is considered a public record and will be retained for public inspection until 30 days following the election.

44

2012
STATE CONSTITUTIONAL OFFICE
DECLARATION OF CANDIDACY

of
JOHN SWALLOW
(Print name exactly as it is to be printed on the official ballot. No abbreviations or modifications after March 16, 2012)

for the office of Utah Attorney General

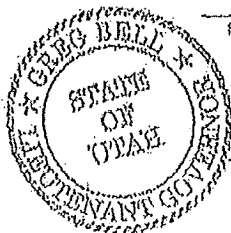
STATE OF UTAH

County of Salt Lake

I, John Swallow, declare my intention of becoming a candidate for the office of Attorney General as a candidate for the Republican party. I do solemnly swear that I will meet the qualifications to hold the office, both legally and constitutionally, if selected; I reside at 1263 East Bell View Circle in the City of or Town of Sandy, Utah, Zip Code 84094, Phone No. 801 572-8251; I will not knowingly violate any law governing campaigns and elections; I will file all campaign financial disclosure reports as required by law and I understand that failure to do so will result in my disqualification as a candidate for this office and removal of my name from the ballot. The mailing address that I designate for receiving official election notices is P.O. Box 901843, Sandy, UT 84090

john.swallow@gmail.com
E-mail address

www.johnswallow.com
Website



John Swallow
Signature of Candidate (Must be signed in the presence of the filing officer)
Subscribed and sworn to before me this 3/9/2012
(month/day/year)
M. J. Bell
Filing Officer (Print name and title)

Received

MAR - 9 2012

Greg Roll
Lieutenant

(Seal)

Lieutenant Governor Mar 2012

(Date Received)

EXHIBIT 44
WIT: Swallow
DATE: 10-25-13
CitiCourt, LLC

QUALIFICATION FOR CANDIDATE FILING DECLARATION

(Utah Code Section 20A-9-201)

Please Initial:

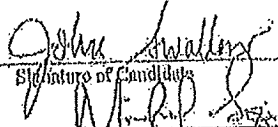
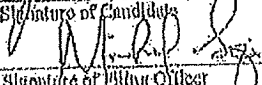
AK The filing officer read the constitutional and statutory requirements as listed below to me, and I meet those qualifications.

AK I understand that my name will appear on the ballot as it is printed on this declaration of candidacy, and that I may not make any amendments or modifications after March 15, 2012.

AK I have received a copy of Section 20A-7-201 regarding the Statewide Electronic Voter Information Website System and its applicable deadline.

AK I have received a copy of the pledge of fair campaign practices, and I understand that signing this pledge is mandatory.

AK I agree to file all campaign financial disclosure reports and I understand that failure to do so may result in my disqualification as a candidate for this office, removal of my name from the ballot, possible fines and/or criminal penalties.

 Signature of Candidate	9 March 2012 Date
 Signature of Filing Officer	3/9/2012 Date

QUALIFICATIONS

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GOVERNOR and LIEUTENANT GOVERNOR

Utah Constitution, Article VII, Section 3

- " Utah resident citizen for 5 years
- " At least 30 years old at the time of election
- " Qualified voter*
- " Never convicted of a felony**
- " Governor - Pay filing fee of \$536.00
- " Lieutenant Governor - Pay filing fee of \$409.20

ATTORNEY GENERAL, STATE AUDITOR and STATE TREASURER

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- " Qualified voter*
- " All - Never convicted of a felony**
- " Pay filing fee of \$509.20
- " Attorney General - Admitted to practice before the Supreme Court of Utah, and in good standing at the bar

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** A person convicted of a felony loses the right to hold office until (1) all felony convictions have been expunged, OR (2) ten years have passed since the most recent felony conviction AND the person has paid all court-ordered restitution and fines AND the person has completed probation, been granted parole, or completed the term of incarceration associated with the felony.

Lieutenant Governor Mar 2012

2012
CANDIDATE FINANCIAL DISCLOSURE OR
CONFLICT OF INTEREST

for

JOHN E. SWALLOW

(Print name)

for the office of Utah Attorney Gen. District

Primary employer name	State of Utah Office of Attorney General
Primary employer address	350 North State Street, Ste 230, SLc, UT 84114
Brief description of employment	State Attorney
Occupation and job title, if applicable	Chief Deputy Attorney General
Name of entity owned	
Brief description of the type of business or activity conducted by the entity owned	
Filer's position in the entity	
Name of each entity that has paid \$5,000 or more in income to the filer within the one-year period ending immediately before the date of the disclosure form	None besides State of Utah
Brief description of the type of business or activity conducted by the entity described in the previous section	N/A
Name of entity in which the filer holds any stocks or bonds having a fair-market value of \$5,000 or more as of the date of this form, but excluding funds that are managed by a third party, including blind trusts, managed investment accounts, and mutual funds	North American Palladium Ltd; Still Water Mining Company

*"Entity" means a corporation, a partnership, a limited liability company, a limited partnership, a sole proprietorship, an association, a cooperative, a trust, an organization, a joint venture, a governmental entity, an unincorporated organization, or any other legal entity, whether established primarily for the purpose of gain or economic profit or not.

Brief description of the type of business or activity conducted by the entity described in the previous section	Mining
Name of organization or entity for which the filer serves on the board of directors or in any other type of formal advisory capacity	Friends of John Swallow, Inc.; Swallow + Associates, LLC I am a leader Foundation
Brief description of the type of business or activity conducted by the entity described in the previous section	Political for F&J's; Primarily, legal for S+A, LLC -- I am a leader Foundation Profit Education Foundation
Type of position held by the filer within the organization or entity described in the two previous sections	Director for F&J's; Manager/Monitor for S+A LLC Director, I am a leader Foundation
(Optional) Real property in which the filer holds an ownership or other financial interest that the filer believes may constitute a conflict of interest	None
Description of the real property named in the previous section	N/A
Description of the type of interest held by the filer in the property described in the two previous sections	N/A
Name of filer's spouse and any other adult residing in the filer's household that is not related by blood or marriage, as applicable	Suzanne M. Swallow
Brief description of employment of the filer's spouse and any other adult residing in the filer's household that is not related by blood or marriage, as applicable	None
Occupation of filer's spouse and any other adult residing in the filer's household that is not related by blood or marriage, as applicable	None
(Optional) Description of any other matter or interest that the filer believes may constitute a conflict of interest	None

I believe this form is true and accurate to the best of my knowledge.

John E. Swallow
(Signature of filer)

3-15-2012
(Date)



2012
STATE OF UTAH

PLEDGE OF
FAIR CAMPAIGN PRACTICES
(UCA § 20A-2-206)

There are basic principles of decency, honesty, and fair play which every candidate for public office in the State of Utah has a moral obligation to observe and uphold. In order that, after vigorously contested but fairly conducted campaigns, our citizens may exercise their right to a free election, and that the will of the people may be fully and clearly expressed on the issues.

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I SHALL conduct my campaign openly and publicly, discussing the issues as I see them, presenting my record and policies with sincerity and frankness, and criticizing, without fear or favor, the record and policies of my opponents that I believe merit criticism.

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I SHALL NOT receive election help or campaign contributions for myself or for any other candidate from my employees or volunteers.

I SHALL immediately and publicly repudiate support deriving from any individual or group which resorts, on behalf of my candidacy or in opposition to that of an opponent, to methods in violation of the letter or spirit of this pledge. I shall accept responsibility to take firm action against any subordinate who violates any provision of this pledge or the laws governing elections.

I SHALL defend and uphold the right of every qualified American voter to full and equal participation in the electoral process.

I, the undersigned, candidate for election to public office in the State of Utah, hereby voluntarily endorse, subscribe to, and solemnly pledge myself to conduct my campaign in accordance with the above principles and practices.

Name: John Swallow Office: Attorney General
Signature: John Swallow Date: 9 March 2012

*This is a voluntary pledge. Candidates are not required to sign this pledge of fair campaign practices.

*This document is considered a public record and will be retained for public inspection until 30 days following the election.

45

Tyler Young

From: John Swallow <johneswallow@gmail.com>
Sent: Saturday, January 12, 2013 9:45 PM
To: george bybee; Abbie Borovatz; Brad Pelo; brian tarbet; Chuck Warren; Cort Walker; Curt Dahl; Kim Coleman; Mike Chase; Debbie Huckstep; Emilie Swallow; Shelley Exeter; Jessica Fawson; Steven Fitt; greg@catalystgrouponline.com; Grant Sumsion; Truman Hunt; Joe Hunter; Ivan Dubois; David Hinkins; Jared; Lauren Read; Bob Lichfield; Mark Shurtleff; Than Merrill; Nathan Wilcox; Oak Norton; Aaron Osmond; Randy Needs; Gregg Sheppard; Tyler S. Young; Steve Zolman; Zach Howell; Jason Powers
Subject: Fwd: STATEMENT FROM ATTORNEY GENERAL JOHN SWALLOW
Attachments: Rawle Affidavit.pdf; Leavitt Affidavit.pdf

Friends,

Today I was hit with an article run by the SL Tribune. I believe this person is doing this in part to try to get a better deal from federal prosecutors and in part in retaliation because I have refused his request to broker a meeting between him and the Utah US Attorney. I am forwarding to you a one page response and two affidavits that will make sense if you have read the article--if you have not read it, don't bother. I have to tell you I am disappointed at how this story was handled. If you look at the responses I provided to them, compared to the source for their story, there just was not a story--at least not their slant. Ever crucial piece of evidence they cite is simply an assertion by Mr. Johnson. The emails they provide simply are fillers for their story. I am hopeful that these documents will help and I am confident that anyone interested will understand how incredible the allegations are. I want you to know that I have taken this very seriously. I believe there is a good chance that this will be over soon because I simply did not do what Mr. Johnson alleges, nor would I or could I ever do so.

It's been a tough day. i appreciate your friendship and support. Let me know if you have any questions.

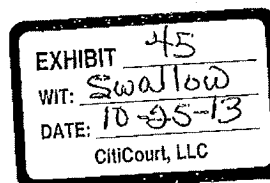
John

STATEMENT FROM ATTORNEY GENERAL JOHN SWALLOW

Jeremy Johnson is desperate to do and say anything possible to attempt to secure a better deal with federal prosecutors. He has made false and defaming statements about me and now apparently the U.S. Attorney's Office. It is hard to accept anyone would give any credibility to Mr. Johnson's outrageous assertions.

Two and a half years ago Mr. Johnson presented himself as an honest businessman who was not being treated fairly by the FTC. I told him Richard Rawle, a friend and former client, had experience working with federal lobbyists and might be able to help him work with regulators. This was months before any action was filed by the federal government. Mr. Johnson made many statements to the Salt Lake Tribune that I would like to correct about my dealings with him, including:

* I did not broker a deal to pay a \$600,000 "bribe" to Senate Majority Leader Harry Reid to make the FTC investigation go away. This allegation is ludicrous on its face. Mr. Johnson



SCM01439

provided one of my e-mails to the Salt Lake Tribune that supports I recommended a lawful way to work with the FTC and contradicts Johnson's statement he was going to pay money to quash the investigation. An affidavit of Richard Rawle, who passed away last month, makes it very clear that Mr. Johnson's allegations are not truthful: "I have recently heard that Mr. Johnson is making allegations that money was used to inappropriately influence a member of Congress. I have no knowledge of any such plan and expressly deny this allegation."

*I have never told Mr. Johnson the FTC lawsuit was filed because Senator Reid wanted more money. Also, an affidavit from Scott Leavitt, Johnson's business partner, states he paid \$200,000 to Richard Rawle to try and prevent a lawsuit but that "no results were guaranteed."

*The FBI has never contacted me about Mr. Johnson and Senator Reid nor have I been notified that I am under any investigation. I have never "worried Johnson was cutting a deal with federal prosecutors." If I am contacted, I pledge to give full and complete cooperation.

*I have never been asked to be on a "protection list" and know very well the U.S. Attorney's Office would never accept such a list. My attorney also made it very clear to Mr. Johnson's attorney that I did not want to be on any list. Putting my name on the list was another calculated way for Mr. Johnson to draw attention to me and harm me.

*I did tell Mr. Johnson the lobbyists would be expensive but was never involved in any negotiations over the costs. I was also never in a meeting with Mr. Rawle and Mr. Johnson. Richard Rawle notes in his affidavit that I did not attend any meetings and did not have any "substantive involvement" in his lobbying effort. In fact I only recently learned the identities of the lobbyists.

*I have never received a political donation from Mr. Johnson and did not receive any compensation for the introduction to Richard Rawle. Mr. Rawle confirmed this fact in his sworn testimony: "None of the money was paid or intended to be paid to John Swallow for his introduction of I Works or Mr. Johnson to me."

Mr. Johnson has also told reporters he wanted to protect me from federal prosecutors because he is my friend. However, for the past year he has been meeting with political opponents and reporters to do everything he can to damage me as a desperate way to get out of his own legal problems. I have now learned from the Tribune story that he also surreptitiously photographed and recorded our conversations.

My intentions were good but I misjudged Mr. Johnson's character and regret meeting with him. I will learn from this and do everything possible to make sure my actions are transparent and make sure our office will be vigilant in going after anyone who defrauds the public.

Attachments: Richard Rawle Affidavit
Scott Leavitt Affidavit



