BEFORE THE ARKANSAS SECURITIES COMMISSIONER
CASE NO. S-20-0001

RECEIVED
JAN 9 2020
ARKANSAS SECURITIES DEPT

IN THE MATTER OF:
HENRY COOPER AND
NETWORK TRADE, LLC **RESPONDENTS**

REQUEST FOR CEASE AND DESIST ORDER

The Staff of the Arkansas Securities Department ("Staff") has received information and has in its possession certain evidence indicating that Henry Cooper ("Cooper") and Network Trade, LLC ("Network Trade") have violated provisions of the Arkansas Securities Act ("Act"), Ark. Code Ann. §§ 23-42-101 through 23-42-509.

ADMINISTRATIVE AUTHORITY

1. This matter is brought in connection with violations of the Act and is therefore properly before the Arkansas Securities Commissioner ("Commissioner") in accordance with Ark. Code Ann. § 23-42-209.

RESPONDENTS

2. Network Trade is a Wyoming corporation with its principal place of business located at 3607 Lancewood Way, Fallbrook, CA 92028. Network Trade has never been registered with the Arkansas Securities Department ("Department") in any capacity pursuant to the Act.

3. Cooper is a resident of the state of California. Cooper has never been registered with the Department in any capacity pursuant to the Act. According to the "Contractual Joint Venture Agreement" ("Agreement") attached as Exhibit A, Cooper is the director of Network Trade.

FACTS SUPPORTING REQUEST FOR CEASE AND DESIST ORDER

4. Cooper contacted Arkansas Resident One ("AR1") by phone in 2018. During this conversation, Cooper described an investment opportunity to AR1 regarding the purchase and sale of Standby Letters of Credits ("SBLC").

5. Cooper, on behalf of Network Trade, entered into the Agreement with AR1 on December 21, 2018.

6. The Agreement stated that AR1 was to invest $50,000.00 as a cutting fee payment for the issuance and delivery of the SBLC. The Agreement called for AR1 to transfer the $50,000.00 to a trust account held by Network Trade. According to the Agreement, after AR1 wired the investment to the Network Trade trust account, the issuer of the SBLC would either monetize or sell the SBLC. Monetization would be seventy percent (70%) and the sale price would be fifty-two percent (52%) of the SBLC face value. The Agreement laid out how the payments and profit shares would work. Upon completion of the sale, Network Trade and AR1 were to divide the profits of the sale pursuant to the Agreement. According to the Agreement, in return for AR1's investment he ultimately would receive a payout of $83.33 million.

7. The Agreement was signed by AR1 and Cooper for and on behalf of Network Trade as its director.

8. Between December 2018 and February 2019, AR1 wired three separate transactions totaling $50,000.00 to a trust account held by Network Trade.

9. To date, AR1 has received no payments or returns on the investment made with Cooper and Network Trade.

APPLICABLE LAW

10. Ark. Code Ann. § 23-42-102(17)(A)(xi) includes investment contracts under the definition of a security.

11. Ark. Code Ann. § 23-42-501 makes it unlawful for any person to offer or sell any security in this state unless that security is registered in accordance with the Act, is exempt from registration pursuant to the Act or is a covered security under federal law.

12. Ark. Code Ann. § 23-42-507 makes it unlawful for any person in connection with the offer, sale or purchase of any security, directly or indirectly : 1) to employ any device, scheme or artifice to defraud; 2) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading; or 3) to engage in any act, practice or course of business which operates or would operate as a fraud or deceit upon any person.

CONCLUSIONS OF LAW

13. The Agreement entered into by Cooper for and on behalf of Network Trade and AR1 is an investment contract within the definition of a security under Ark. Code Ann. § 23-42-102(17)(A)(xi).

14. The security offered and sold by Cooper and Network Trade was not registered with the Department, exempt from registration with the Department, or a covered security under federal law. Therefore, Cooper and Network Trade violated Ark. Code Ann. § 23-42-501 when they offered and sold a security to AR1.

15. Cooper and Network Trade employed a scheme to defraud investors and made untrue statements of material fact in violation of Ark. Code Ann. § 23-42-507 through the sale of

a fictitious investment in prime bank instruments to AR1. SBLCs are not bought and sold as described in the Agreement. The trading program described in the Agreement does not exist and the returns promised by Cooper and Network Trade were not produced.

LEGAL AUTHORITY TO ISSUE CEASE AND DESIST ORDER

16. Ark. Code Ann. § 23-42-209(a)(1)(A) provides that whenever it appears to the Commissioner, upon sufficient grounds or evidence satisfactory to the Commissioner, that any person has engaged or is about to engage in any act or practice constituting a violation of any provision of the Act, or any rule or order under the Act, the Commissioner may summarily order the person to cease and desist from the act or practice.

PRAYER FOR RELIEF

WHEREFORE, the Staff respectfully requests that the Commissioner summarily order Henry Cooper and Network Trade, LLC to immediately cease and desist from offering and/or selling fraudulent, unregistered securities to residents of the State of Arkansas; and, for all other relief to which the Staff may be entitled.

Respectfully Submitted,

Aislinn Andrews

Aislinn Andrews
Attorney for the Staff
Arkansas Securities Department
1 Commerce Way, Suite 402
Little Rock, Arkansas 72202

EXHIBIT

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CONTRACTUAL JOINT VENTURE AGREEMENT

This Contractual Joint Venture Agreement ("Agreement") is made, executed and effective this 21st day of December 2018, by and between **Network Trade, LLC ("NTL")**, a limited liability company organized under the laws of the United States of America in the State of Wyoming in good standing under Corporate Registration Number 83-18880505 with a business address of 3607 Lancewood Way Fallbrook, CA 92028 and [redacted] ("INVESTOR"), an individual with an address of [redacted], (hereinafter referred to individually a "Party" and collectively "the Parties").

RECITALS:

WHEREAS the Parties desire to work together on the purchase and sale of Standby Letter of Credits (SBLC) bank financial instrument subject to the terms of this Agreement; and

WHEREAS the Parties will nevertheless conduct their own business and engage in other activities apart from those contemplated by or arising out of this Agreement; and

WHEREAS the Parties agree that the most desirable form of business for conducting the financial transactions contemplated hereby is a contractual joint venture; and

WHEREAS the Parties warrant that all funds used for the acquisition of the Bank Instrument were obtained and accumulated entirely from legitimate business and investment activities, and are clear, clean, unencumbered funds and are entirely legally usable for the intended purposes herein set forth; and

WHEREAS the Parties come together to form this contractual joint venture (the "Joint Venture"); and

NOW THEREFORE, in consideration of the foregoing, and in reliance upon the terms, covenants, and conditions hereinafter set forth, the Parties do further unconditionally understand, covenant, and agree as follows:

SECTION ONE.
SCOPE AND PURPOSE

1. The PARTIES recognize the value and established reputation that the other PARTY present and each agree to work together, consolidate and combine their designated established assets, services, contacts, and /or skills, both tangible and intangible, in diverse areas in order to allow the PARTIES to accomplish the business purpose set forth hereunder.

2. The scope and purpose of the limited Joint Venture is for the mutual benefit in sharing in the profits derived from the business of monetization and buy/sell of Standby Letter of Credit (hereinafter referred to as the "Bank Instrument" and defined within Exhibit "A") to contracted exit buyers.

3. Upon the signing of the Instrument Sales and Purchase Agreement mutually executed between the NTL and the bank instrument provider ("ISSUER") and being consistent with the objectives of the Joint Venture the INVESTOR shall deliver to the Trust Account of NTL defined within Exhibit "B" of this Agreement, the amount of Fifty-Thousand Dollars ($50,000.00) to be used as the cutting fee payment for the issuance and delivery of the Bank Instrument.

4. Within seven (7) banking days after the receipt of the cutting fee by the ISSUER, the ISSUER shall delivery the Bank Instrument to the designated bank account specified by NTL for the monetization and/or sell of the Bank Instrument. Upon receipt, verification, and acceptance of the Bank Instrument by the PARTIES, NTL will instruct the ISSUER's bank and/or financial desk to sell the Bank Instrument to the contracted exit buyer at a purchase price of Fifty-Two Percent (52%) of the face value of the bank instrument.

5. The PARTIES shall share in the profits disbursements per the terms specified in Section Six of the Agreement.

6. The PARTIES further acknowledge and agree that this process shall be followed for each and every tranche of the Bank Instrument and shall continue up to Five Billion Dollars ($5,000,000,000.00).

SECTION TWO.
PROCEDURES

1. **Investment and Cutting Fee Deposit.** Upon the signing of this Joint Venture Agreement by both PARTIES, INVESTOR shall deliver funds via wire transfer MT103 with Escrow Agent Account in the amount of **Fifty-Thousand United States Dollars ($50,000.00)** ("Investment Funds" or "Investment") to the designated bank account specified in Exhibit "B". The Investment will be held in the Trust Account of NTL for the purpose of payment to the ISSUER for the cutting fee for the Bank Instrument.

2. **Issuance Commencement.** Within twenty-four (24) hours after the receipt of the Cutting Fee from the INVESTOR, NTL shall wire said Cutting Fee payment to ISSUER via MT103 and/or Fed Wire for the issuance and delivery of the Bank Instrument. Once the Cutting Fee is received by ISSUER, the ISSUER must commence the issuance of the SBLC's as described in Exhibit "A" via SWIFT secure electronic communication system. Time is of the essence for the performance of the obligations and payments set forth herein unless otherwise agreed in a writing executed by the PARTIES.

3. **Delivery of the Instrument.** Upon receipt of the Cutting Fee in accordance with the procedures described herein, the ISSUER will cause its issuing bank, to generate the SBLC defined within Exhibit "A" and as set forth within the Instrument Sales and Purchase Agreement in favor NTL and/or Exit purchaser of the Bank Instrument / Standby Letter of Credit (SBLC) per the agreed upon tranche schedule defined within Section Five of this Agreement.

4. **Instrument Delivery Timing.** Within seven (7) banking days after the receipt of the cutting fee by the ISSUER, the ISSUER shall deliver the Bank Instrument to the designated bank account specified by NTL for the monetization and/or SALE of the Bank Instrument. Upon receipt, verification, and acceptance of the Bank Instrument by the PARTIES, NTL will instruct the ISSUER's bank and/or financial desk to sell the Bank Instrument to the contracted exit buyer at a purchase price of Fifty-Two Percent (52%) of the face value of the bank instrument.

5. **Failure to Issue or Transmit Properly the SBLC.** If the ISSUER has varied from the approved SBLC form or transmission procedures in any way, the ISSUER will diligently correct the same within TEN (10) banking business days. If the ISSUER refuses or is otherwise unable to correct the second SBLC, the ISSUER will refund the Cutting Fee to the Trust Account of NTL without delay and in no event more than TEN (10) banking days from the failed transmission of the SBLC.

6. **Roles and Extension.** The PARTIES acknowledge and agree that the above process shall be followed for each and every tranche of the Bank Instrument and shall continue up to Five Billion Dollars ($5,000,000,000.00).

SECTION THREE.
CONDUCT OF PARTIES

Each Party shall devote as much time as is necessary to perform their obligations under this Joint Venture.

SECTION FOUR.
TRANSACTION COSTS
AND FEES

The monetization percentage, purchase price, sell price, and transactional fees for the Bank Instrument are as follow:

Instrument Type:	Standby Letter of Credit (SBLC) Cash-Back
Amount:	Two Billion Five Hundred Million ($2,5000,000.00) with R&E up to Five Billion Dollars ($5,000,000,000.00)
Cutting Fee:	Fifty Thousand Dollars ($50,000.00)
Monetization Percentage:	Seventy Percent (70%)
Purchase Price:	Forty Percent (40%) of the Instrument Face Value on each and every tranche
Sell Price:	Fifty-Two Percent (52%) of the Instrument Face Value on each and every tranche (inclusive of fees)
Commissions & Fees:	Two Percent (2%) of the Instrument Face Value on each and every tranche

SECTION FIVE.
INSTRUMENT
MONETIZATION TO
BUY/SELL TRANCHE
SCHEDULE

Per the terms of the SBLC Bank Instrument Purchase Agreement between NTL and the ISSUER, below is the tranche schedule for the Monetization to Sell of the Bank Instrument:

Tranche Schedule	Instrument Amount	Monetization To Buy/Sell
Tranche #1	$10,000,000.00	Monetization
Tranche #2	$100,000,000.00	Sell of Bank Instrument
Tranche #3	$150,000,000.00	Sell of Bank Instrument
Tranche #4	$250,000,000.00	Sell of Bank Instrument
Tranche #5	$500,000,000.00	Sell of Bank Instrument
Tranche #6	$500,000,000.00	Sell of Bank Instrument
Tranche #7	$500,000,000.00	Sell of Bank Instrument
Tranche #8	$500,000,000.00	Sell of Bank Instrument

SECTION SIX.
PAYMENTS AND
PROFIT DISTRIBUTIONS

The allocation of payments to the ISSUER as well as the and profit distributions to the INVESTOR and NTL from the first tranche of the bank instrument are as follow:

Tranche Instrument Amount	Transaction Type	Transaction Amount	Instrument Cost	Net Profit Share Amount
Instrument Monetization				
$10,000,000	Monetization	$7,000,000	$4,000,000	$3,000,000
Monetization Totals				
$10,000,000	**Monetization**	**$7,000,000**	**$4,000,000**	**$3,000,000**
Instrument Sell (s)				
$100,000,000	Sell	$52,000,000	$42,000,000	$10,000,000
$150,000,000	Sell	$78,000,000	$63,000,000	$15,000,000
$250,000,000	Sell	$130,000,000	$105,000,000	$25,000,000
$500,000,000	Sell	$260,000,000	$210,000,000	$50,000,000
$500,000,000	Sell	$260,000,000	$210,000,000	$50,000,000
$500,000,000	Sell	$260,000,000	$210,000,000	$50,000,000
$500,000,000	Sell	$260,000,000	$210,000,000	$50,000,000
Instrument Sell (s) Totals				
$2,500,000,000	**Sell**	**$1,300,000,000**	**1,050,000,000**	**$250,000,000**

Profit Share Percentage	Profit Share Amount	Distributed Party
33.3%	Eighty-Three Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars ($83,333,333)	NTL
33.3%	Eighty-Three Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars ($83,333,333)	INVESTOR
33.3%	Eighty-Three Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars ($83,333,333)	TRADE DESK

All other subsequent tranches and profit amount allocations shall be distributed based on the percentages specified in the table above.

SECTION SEVEN.
RECORDS AND ACCOUNTING

The Parties shall maintain or cause to be maintained a complete set of records, statements, and accounts concerning the transaction entered into by the Joint Venture. Both Parties shall receive copies of transaction settlement statements and other documents as reasonably required, for them file tax or information returns, and to maintain for their internal books and records.

The fiscal year of the Joint Venture shall commence on December 21, 2018 and close on November 30, 2019. All accounting based on fiscal year figures shall be completed within forty-five days after the close of the fiscal year.

SECTION EIGHT.
ASSIGNMENTS AND TRANSFERS

Neither Party shall assign or transfer its rights or duties in this Agreement without the prior written consent of the other Party, to which the other Party hereto shall be under no obligation to provide. Any transfer or assignment made without the consent of the other Party shall not relieve the transferor or assignor of its duties or obligations under this Agreement.

SECTION NINE.
ARBITRATION

All unresolved disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The place of arbitration shall be at the ICC International Court of Arbitration in London, England.

SECTION TEN.
INSOLVENCY

In the event either Party shall be declared insolvent, or should file for protection from creditors, the Joint Venture created hereby shall terminate unless the insolvent Party shall resolve such condition and no longer be insolvent or subject to a bankruptcy proceeding no later than sixty (60) calendar days after the date of being declared insolvent or the filing of a petition in bankruptcy, either voluntary or involuntary. In the event of a termination of the Joint Venture created hereby, such action shall have no effect on any remaining rights and obligations of the insolvent Party under any transaction agreement, and each Party shall nevertheless be entitled to its share of profits and other financial allocation as provided herein.

SECTION ELEVEN.
TERM

The effective date of this Agreement shall be the date first above written and shall continue in effect for a period of one year from and after that date, unless terminated or extended by mutual agreement by the Parties or in accordance with the terms of the Agreement prior to that date.

SECTION TWELVE.
TERMINATION OF AGREEMENT

On termination of this Agreement for any cause whatsoever, the Joint Venture created hereby shall be wound up and dissolved and profits distributed in accordance with the terms and intent of this Agreement.

SECTION THIRTEEN.
GENERAL PROVISIONS

A. Confidentiality, Non-Circumvention and Non-Disclosure. The Parties agree that all information received from each other and any other party shall be used for the collective good of the Joint Venture, and shall not otherwise be used in any way to:

1) Circumvent, eliminate, reduce or in any way diminish the role, rights or privileges of the other Party in and to any transaction contemplated hereby;

2) Capitalize upon, leverage, or in any way benefit from the transaction contemplated hereby to the exclusion of the other Party; or

3) Compete directly, indirectly or through a third party against the other Party to this Agreement with respect to the transaction contemplated hereby.

Both Parties shall maintain as confidential, all internal discussions, memorandums, emails, and other communications including those related to any dispute between the Joint Venture and any third party.

B. Exclusive Dealing. The relationship between the Parties is exclusive as to the transaction contemplated hereby. Accordingly, the Parties covenant and agree not to deal with any third party with respect to the transaction contemplated hereby except as required to advance or complete such transactions.

C. Obligations of the Parties. The Parties agree to work together in good faith to accomplish the objectives of this Agreement in a timely, professional, and ethical manner, and to carry out their respective responsibilities as set forth in this Agreement for the benefit of the Joint Venture. Except as otherwise herein provided, each Party is responsible for its own business costs.

D. Indemnity. Each Party shall defend, indemnify, and hold the other Party, their directors, officers, managers, employees, and representatives harmless from and against all liabilities, losses, damages, claims, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with:

1) Any breach by the breaching Party of any warranty, representation, or promise or understanding contained in this Agreement; and

2) Any breach in the performance of the offending Party's duties and obligations under this Agreement, except as may be excused as provided herein.

E. Liability Generally. Each Party acknowledges that it shall be responsible to the other Party for any loss, cost, damage, claim, or other charge that arises out of or is caused by the actions of the offending Party or its employees or agents. Joint and several liabilities will not attach to the Parties. No Party is responsible for the actions of the other Party but is only responsible for fulfilling its own obligations arising out of this Agreement.

F. Non-Exclusive Relationship. The Parties acknowledge that each Party is and will be engaged in other or similar business activities as that of the Joint Venture. Neither Party will request from nor be compensated for any business of the other Party that is not a part of this Joint Venture. The only business that is subject to this Agreement is that which is stated herein.

G. Business Risks. The Parties acknowledge there are inherent risks associated with any business transaction and that the business of the Joint Venture may involve business risk, including the risk of not making a profit. While each Party shall exercise their best reasonable effort to mitigate such risks, it is mutually understood such risks nevertheless exist. As such, neither Party shall hold the other Party liable for any loss caused by a third party or arising from conditions or events which are extrinsic or otherwise beyond the reasonable ability of either Party to foresee or prevent.

H. Performance Required. If either of the Parties materially fails to perform its obligations in a manner consistent with this Agreement, then this Agreement shall become voidable at the option of the offended Party.

I. Intellectual Property. All trade names, logos, and other intellectual property belonging to the Parties prior to entering into this Joint Venture or acquired hereafter by either Party shall be the exclusive property of such Party, and the other Party shall have no rights of ownership or use thereof, unless expressly granted for a specific purpose and duration. Neither Party will use the name of the other Party's business or trade name for any purpose.

J. Waiver. Waiver by either Party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

K. Relationships, Taxation, Anti-Money Laundering. The Parties understand and agree that the Joint Venture created by this Agreement does not create an employer-employee relationship, or a partnership of any nature for tax or other purposes or any other type of relationship. The Parties represent and warrant, one to the other, that they will observe all the laws and regulations of their respective countries, and further, will not engage in any activity which they know or might reasonably believe to be in contravention with the laws and regulations of their or any other country. Each Party will be fully responsible for payment of taxes of all forms on income received from the Joint Venture. Each Party represents and warrants one to the other, that they will not at any time for any reason directly or indirectly engage in any illegal or illicit activity whether on behalf of the Joint Venture or otherwise, nor enter into any activity, directly or indirectly which participates in or results in the laundering of money, the unlawful transfer of money for the avoidance of debt or any other purpose, or the evasion of tax or evasion or avoidance of any laws or regulations of any country whether on behalf of the Joint Venture or otherwise. Moreover, each Party specifically represents and warrants to the other Party that no part of any funds provided by such Party to purchase any Instrument will be the product of or derive from any criminal or illegal activity of any nature whatsoever.

L. Notices. All notices required or allowed by this Agreement shall be delivered in person, by third party courier (including overnight courier service such as Federal Express), by facsimile with a confirmation of receipt, or by certified mail, return receipt requested, postage prepaid, addressed to the party or person to whom notice is to be given, at the following addresses:

NOTICES IF TO: NTL	NOTICES IF TO: INVESTOR
Network Trade, LLC	xxxxxxxxxxxxxxxxx
3607 Lancewood Way	xxxxxxxxxxxxxxxxx
Fallbrook, CA 92028	xxxxxxxxxxxxxxxxx

Notices continued. Notice shall be deemed to have been given on receipt by the intended recipient. Notwithstanding the foregoing to the contrary, in the event any notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of transmittal if the sending party receives a written send verification on its machine and forwards a copy of such faxed notice or communication with its mailed or hand delivered notice or communication. Either party may change its address to an address in the United Stated by providing the other with notice in accordance with this Paragraph. If the last day for giving any notice or performing any act under this Agreement falls on a Saturday, Sunday, or a day on which the United States Post Office is not open, the time shall be extended to the next day that is not a Saturday, Sunday, or Post Office holiday. Notice by email may also be provided but shall not be deemed adequate Notice under this provision and Agreement unless acceptance of such Notice shall be agreed to by the receiving Party.

M. Force Majeure. The force majeure clause of International Chamber of Commerce standards is hereby incorporated into this Agreement and neither Party shall be liable for failure to perform where the clause is applicable.

N. Amendment. Any amendment to any part of this Agreement shall have no binding effect unless agreed upon in a writing signed by the Parties.

O. Headings. All headings herein are for convenience only and do not place any interpretation upon the construction or interpretation of any part of this Agreement.

P. Time Essence. All dates and times of performance by either Party under this Agreement are of the essence.

Q. Reliance. The Parties understand that each is relying upon the truthfulness and accuracy of every statement, representation and warranty made by one Party to the other herein, and that both Parties are acting in reliance upon the truthfulness and accuracy of each such statement made or represented by the other Party as a material inducement to enter into this Agreement.

R. Enforceability. The parties hereto agree that the terms set forth herein are reasonable in the circumstances and further agree that if any provision set forth is determined to be illegal or unenforceable in any jurisdiction such provision shall be adjusted rather than voided, if possible, so that it is enforceable to the maximum extent possible without affecting the essential purpose of this Agreement, or if not possible, such provision shall be severable from this Agreement only to the extent of such illegality or unenforceability in such jurisdiction without affecting the remaining provisions hereof.

S. Counterpart Execution. This Agreement may be executed in one or more counterpart agreements, and when taken together shall constitute one and the same agreement.

T. Electronic Execution. Execution of this Agreement and transmission thereof by electronic means shall be deemed equivalent to delivery of an original copy signed in ink.

U. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. By signing below, each Party represents and warrants, one to the other, that they have read, understand and agree to each term, covenant and condition herein contained, are signing in their full lawful, corporate or individual capacity, and that all requisite corporate actions and authority has been granted for their respective companies to enter into and be bound by this Agreement and for the person signing below to execute this Agreement on behalf of such companies, and that each Party signing this Agreement has received a true and completed, executed copy hereof.

IN WITNESS WHEREOF, on the signature page that follows, the Parties have executed this Agreement, on and effective as of the day and year first above written.

FOR AND ON BEHALF OF NTL: **NETWORK TRADE, LLC**

Henry Cooper

Signatory Name: Henry Cooper
Title: Director
Contact Number: (760) 458-1054
Contact Email: henryantenna@gmail.com

FOR AND ON BEHALF OF INVESTOR: **AVERY STARKS**

[redacted]

Signatory Name: [redacted]
Contact Number: [redacted]
Contact Email: [redacted]

FOR AND ON BEHALF OF ISSUER: **P.L. ALLEN**

Signatory Name: P.L. Allen
Title: Director