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2 Phone: (805) 450-8780
3 James Mateson
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5 3463 State Street, Suite #207
6 Santa Barbara, CA 93105

7 Defendants, In Pro Per

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 IN RE: Alan L. Crutchfield, and
11 James Grover Mateson,
12 Debtors,
13 -----

14 Bree Walker,
15 Plaintiff,
16 vs.
17 Alan L. Crutchfield, and
18 James Grover Mateson
19 Defendants.
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22

)
) Case No. 9:11-BK-12680 and
) Case No. 9:11-BK-12679
)
) Chapter 7
)
) Adv. Proc. No. 9:11-AP-01252 and
) Adv. Proc. No. 9:11-AP-01253
)
) **TRIAL BRIEF**
)
) **Submitted by**
) **ALAN L. CRUTCHFIELD and**
) **JAMES MATESON, DEFENDANTS**
)
)
)

23 Defendants ALAN L. CRUTCHFIELD and JAMES MATESON, hereby submit to the Court
24 this TRIAL BRIEF, in compliance with LBR 9012.3(a).
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OPENING STATEMENT

Your Honor,

As you are aware, we are proceeding jointly with the trial as per your suggestion since the nature of the matters and claims against, and the defenses of, the two individual Defendants, Crutchfield and Mateson, are virtually identical.

Also, thank you for noting that we act in our capacity as Pro Se Defendants, and as such appreciate the consideration you might afford us in our quest in seeking protection of the Bankruptcy Court. We were fortunate enough to learn one of the fundamental purposes of the USBC and process in the United States- that of helping enforce the validity when appropriate of the corporate protections afforded the individual working to do good business in an uncertain marketplace. If the ability for people and companies to seek protection of the USBC was not in effect, innovation itself would be hampered for no one would get another chance to start again and move forward if things beyond their control didn't work out.

1 We appreciate the ability for reasonableness and the facts to govern the review of the merits of
2 this case before you.

3 This Trial Brief is an honest attempt to put before you the facts and issues at hand as we see it in
4 the best form we can muster with limited resources available to prepare it. We are in possession
5 of the documentation and the knowledge of our activities, even if we don't have a best list of
6 needed legal citations to bolster our positions. We do understand it is our responsibility to present
7 documentation and information as best we can and follow the rules in doing so, and trust that this
8 good faith effort is deemed appropriate.

9 10 INTRODUCTION TO CASE

11
12 The root of this case involves a business loan made from the Plaintiff to Imverse Asia, Inc., a
13 corporation operated by Defendant Alan Crutchfield as its CEO. That loan was unfortunately not
14 able to be timely repaid due to a variety of circumstances, not the least of which was the
15 economic downturn that started in late 2008 that dramatically altered the market landscape for
16 fundraising.

17
18 Unfortunately, Plaintiff's counsel Ms. Weissburg insists that Defendants are defrauding her client
19 and running a scam rather than facing the fact that it is a well meaning legitimate business venture
20 that is facing hard times like many others because of its inability to raise additional investment
21 capital. Ample documentary evidence exists to show the very real business interests and
22 undertakings that proves the substance and good intentions of efforts made to develop a
23 prosperous company for the benefit of all its investors.

24 Plaintiff litigated in Superior Court, and although the corporation was willing to accept the
25 judgment against it for the full amount owed plus interest and fees, Plaintiff was not amenable to
26 a settlement that dropped the unwarranted fraud allegations. In the final Mandatory Settlement
27 Conference, a proposed conditional "settlement agreement" was negotiated, yet found by the
28 Defendants to be unacceptably detrimental to their rights and interests, based on a very inaccurate

1 understanding of the wording and terminology as related to bankruptcy issues and fraud included
2 in it. This was largely due to the fact that none of the attorneys present helping craft the language
3 were a Bankruptcy attorney.

4 Defendants then sought the protection of this Bankruptcy Court, insisting that the debt indeed was
5 and is only a corporate debt, and is not an individual debt of either Defendant. The Defendants
6 assert that they have ample evidence if needed to defend against said fraud allegations and are
7 willing to do so if that is what is deemed appropriate and required by this Court. It is clearly the
8 desire of Plaintiff's counsel to litigate their fraud allegations in this AP case, which we do not
9 believe is the appropriate venue.

10 We challenge the admissibility of this so-called "settlement agreement" on the grounds that it was
11 ill conceived and executed without proper knowledge on the part of the Defendants, and without
12 the support and advice of a bankruptcy attorney.

13
14 Defendants are looking to the Bankruptcy Court for guidance on which direction to take and are
15 willing to do what is needed to defend their interests to the best of their abilities working pro se.

16
17 The following facts are offered to support the assertion of the Defendants that there is not a debt
18 to be discharged, both for the fact that the Superior Court (nor any court) has not heard, nor
19 determined, nor found any fraud; and, if need be, Defendants can and will defend against any and
20 all allegations of said fraud by providing documentary evidence of sound business practices of
21 people doing their best in a very challenging economic climate.
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CONCISE STATEMENT OF THE FACTS OF THE CASE

Fact:

Plaintiff did indeed loan money to Imverse Asia, Inc. (IA), a corporation operated by Defendant Alan Crutchfield who was and is its CEO.

Fact:

The amount was \$240,000 and was loaned to the corporation by a wire transfer into the corporate bank account in June, 2008.

Fact:

Plaintiff specifically did NOT loan money to either Defendant Alan Crutchfield or James Mateson individually, contrary to Plaintiff's statement in paragraph 8 of the AP Complaint.

(See Document #1)

Fact:

Much effort was put into working to resolve the debt before and after its due date, but the debt was unable to be repaid. There are many documented factors that affected the Company's inability to perform on this debt repayment.

Fact:

In November, 2009, Plaintiff brought suit in California Superior Court case #1340456*, Walker v. Imverse Asia, Inc. et al., against the Corporation and the individual Defendants Crutchfield and Mateson, alleging breach of written contract (not disputed) and fraud (absolutely disputed).

Fact:

That case proceeded through discovery and mediation efforts, and on January 14th, 2011 a final Mandatory Settlement Conference (MSC) was conducted in advance of the pending trial date of Jan. 25, 2011.

1 Fact:

2 At this Jan. 14th 2011 MSC, a proposed "Settlement Agreement" was negotiated, as noted by the
3 Court transcript from January 14, 2011. The nature of that "Settlement Agreement" is described
4 by the Judge presiding on page 4, line 15, which quotes Hon. Judge Colleen R. Sterne as saying,
5 in reference to the "settlement agreement" as follows: ***"It will be considered a court-supervised
6 settlement conditional in nature."***

7 Judge Sterne went on and spoke to scheduling the followup for 120 days out, placing it on the
8 Court's case management calendar for June 7th, and then further stating on page 5, line 10, ***"...If
9 the dismissal has been filed by that time, then no one need appear. On the other hand, if there
10 are issues, then the parties will need to be present."***

11 (See document #2)

12 Fact:

13 It is to be noted that at the MSC on January 14th, 2011 which produced the court supervised
14 conditional "settlement agreement" in question, Attorney for Defendants, Mr. James McKee, esq.
15 was NOT a Bankruptcy Attorney, NOR was the Mediator, Mr. Lawrence Scalise, Esq., a
16 Bankruptcy Attorney, NOR is Ms. Diane Weissburg, esq., counsel for Plaintiff, a Bankruptcy
17 Attorney; therefore proper counsel about the terms of the specific language and meaning of the
18 settlement and its implications was not available to Defendants. This is where said "issues" did
19 indeed arise.

20 Fact:

21 Shortly after this MSC, Defendants had retained new Counsel to replace Mr. McKee. After
22 subsequent review of the conditional "settlement agreement" by new Counsel, including review
23 by Mr. Richard Hall, esq., a learned Bankruptcy attorney versed in such matters who was also
24 retained, on the advice of said new counsel, Defendants Crutchfield and Mateson were advised
25 not to give their final consent nor finalize that proposed conditional "settlement agreement" as it
26 applied to the individual Defendants.

1 Fact:

2 In light of this advice, Defendants both filed for personal bankruptcy on June 6, 2011. Note Ch 7
3 BK filings dated June 6, 2011 with this Court.

4 **(See Document #3.)**

5 Fact:

6 At the June 7, 2011 follow up hearing where the Court was to give final review of the "settlement
7 agreement" as per procedure, Mr. Preston Marx, esq., counsel for the Defendants until they filed
8 for Bankruptcy protection, and still representing the corporation, did indeed inform the Court that
9 individual Defendants Crutchfield and Mateson had filed for personal bankruptcy on June 6,
10 2011. Mr. Marx asked the Judge to take this new information into consideration.

11 Fact:

12 At this hearing, Judge Anderle did incorporate these facts and the conditional "settlement
13 agreement" into his Order, and subsequently signed his Order for Judgment for Plaintiff Walker
14 against Defendant Imverse Asia, Inc. on June 22, 2011.

15 **(See Document #4.)**

16 Fact:

17 In that same June 22, 2011 Order, Judge Anderle specifically omitted entry of the Judgment
18 against the individual defendants Crutchfield and Mateson, citing his concern that these
19 defendants in that case had filed for personal bankruptcy. Please see Order for specific language
20 in the commentary by Judge Anderle.

21 Fact:

22 The Order of Judgment signed by Hon. Judge Thomas P. Anderle on June 22, 2011 in California
23 Superior Court case #1340456, Walker v. Imverse Asia, Inc. et al., therefore is specifically and
24 only against the company, Imverse Asia, Inc. and specifically NOT against the Defendants
25 personally.
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1 Facts:

2 Defendants did not commit fraud.

3 Defendants did not admit fraud.

4 No court was presented any evidence that would support a finding of fraud.

5 No court ever heard any evidence that would support a finding of fraud.

6 No court ever rendered a Judgment or issued a conclusion finding fraud.

7 Defendants never agreed to a finalized "Settlement Agreement" with Plaintiff.

8 Fact:

9 Plaintiff's prayer for relief No. 1 on page 4 line 26 of the AP Complaint reads as follows:

10 *"1. For this Court's order that the total principal, interest, and costs set forth in the Judgment*
11 *entered in favor of plaintiff and against defendant ALAN CRUTCHFIELD, AND JAMES*
12 *MATESON, DEFENDANT in Santa Barbara Superior Court Case number 1340456, \$270,000.00,*
13 *is nondischargeable in bankruptcy;"*

14 Comment:

15 With all due respect, it is a gross mischaracterization to assert that there is a Judgment on record
16 as entered in that case against these Defendants.

17 Fact:

18 Plaintiff cites no claims nor causes of action in their Complaint that state a claim with any basis in
19 fact, just baseless assertions in their one paragraph 8, which reads:

20 *"The Superior Court action was based on Defendants' ongoing 'Ponzi scheme' and with*
21 *Defendants' and each of them deliberately intending to defraud Plaintiff by obtaining money from*
22 *Plaintiff based on a personal loan to Defendants; and Defendants' each of them had no intention*
23 *to ever repay the loan."*

24 Comment:

25 If this is the crux of Plaintiff's argument, which Defendants believe it is, then that assertion can be
26 shown to be factually inaccurate on its face:
27
28

1 1. Fact: Loan was duly made between and to the Plaintiff and the Corporation, period- as
2 evidenced by the loan agreement filed as Exhibit 1 in the Superior Court case, and attached herein
3 as reference to that seemingly central concern.

4 2. Fact: Loan was most definitely intended to be repaid, as evidenced by the overall business
5 activity which can be shown and supported by voluminous evidence, much of which was supplied
6 to the Plaintiff during the discovery phase of the Superior Court action, and some of which was
7 made available to the Plaintiff before the loan was made by her to the Company. This
8 documentation includes certificates and verification of the business entities involved, bank
9 records, tax returns, correspondence for both the corporation and the defendants. Please see the
10 lists of supplied discovery documentation produced and delivered to Plaintiff's Counsel in the
11 Superior Court case.

12 **(See Document set #5.)**

13
14 **COMMENT ON LEGITIMACY OF BUSINESS ACTIVITY OF INVERSE ASIA, INC.**

15
16 Ample documentation exists, has been provided to Plaintiff's Counsel, and can be produced at
17 trial, if necessary, to prove beyond any doubt whatsoever that Defendant Crutchfield as CEO with
18 the assistance of Defendant Mateson, acting as his executive assistant, did indeed run a legitimate
19 business enterprise that worked diligently to further stated business aims, which concerned the
20 management and growing of one of the largest satellite telecommunications businesses in Hawaii,
21 seeking to develop a broader scope telecom gateway for Asia.

22 Plaintiff Counsel insists that this was a sham business- contrary to the evidence provided that the
23 going concern business that was at stake, the Hawaii Pacific Teleport, LP (HPT) is an up and
24 running 10 year old telecommunications business in Hawaii, one that buys and sells uplink and
25 downlink time on satellites and at the time made approximately \$2.6 million per year in revenues,
26 and had as customers and clients some of the biggest names in the satellite industry. The
27 Company, Inverse Asia, Inc. (IA), owns a 63% stake in HPT, and remains active in endeavoring
28 to raise funds to restructure this business and go forward with the operating business.

1 All of this information was provided to Ms. Weissburg, including bank statements documenting
2 transfers of funds to purchase interests in HPT, as well as a piece of associated real estate
3 appraised at \$3.25 million dollars. The purchase of HPT by IA was governed by a Purchase
4 Agreement, which was a staged buyout, and IA got only part way through that buyout plan before
5 issues interceded that concerned difficulties raising funds for the company in order to both
6 complete the purchase of HPT, achieve the growth of HPT, and thereby meet the financial
7 obligations of the Company.

8
9 The unforeseen economic downturn of 2008 and beyond greatly impacted the momentum and
10 conclusion of the purchase of the business assets in progress, negatively affecting the company's
11 ability to repay Plaintiff's loan, and also adversely affecting the overall business aims and
12 viability.

13 None of this was good enough to convince Ms. Weissburg that this business was an honest
14 attempt to achieve solid aims in a very difficult market. This despite the fact that her client, Ms.
15 Walker, had been very enthusiastic during her entire first year of involvement and had worked
16 diligently to help the Company raise funds from her network of associates, which unfortunately
17 did not prove successful- as by that time the economic recession was affecting everyone, and
18 there were also other personal difficulties involved which impacted Ms. Walker's situation.

19 Defendants worked tirelessly then and for subsequent years, and are still endeavoring to raise
20 funds to go forward with the venture, despite immense personal sacrifice and difficulties in hopes
21 of achieving the completion of the buyouts, growing the business, and paying the debts of IA.
22 There is no certainty of a successful outcome, but Defendants choose to continue to try, and have
23 not yet elected to have IA into a bankruptcy, in hopes that this will help the prospects of everyone
24 involved in the near future.

25
26 Please note Document Set #6, Select Due Diligence documentation showing that: Alan
27 Crutchfield has indeed served as the CEO of Imverse Asia, Inc. since inception; that IA is a valid
28 and existing operating corporation (corporate formation documents); that HPT is a real and

1 valuable legitimate business; that IA began acquiring HPT and HTS in 2006 (all as reflected in
2 IRS tax filings of HPT showing partners in that limited partnership); we have also provided
3 screenshots from the State of Hawaii corporate entity verification page showing information on
4 ownership of HPT, that HTS serves as HPT's General partner and is owned by IA, and that the
5 Manager of HTS is Alan Crutchfield.

6 (See Document set #6)

7 **DOCUMENTS ATTACHED IN SUPPORT OF TRIAL BRIEF**

8
9 **Document #1.** Loan agreement between Plaintiff and Imverse Asia, Inc.

10
11 **Document #2.** Transcript of hearing of June 7, 2011 before Honorable Judge Colleen R.
12 Sterne in California Superior Court case #1340456, Walker v. Imverse Asia, Inc. et al.

13
14 **Document Set #3.** Bankruptcy filings for Crutchfield and Mateson.

15
16 **Document #4.** Order signed by Honorable Judge Thomas P. Anderle on June 22, 2011 in
17 California Superior Court case #1340456, Walker v. Imverse Asia, Inc. et al.

18
19 **Document Set #5.** Set of Exhibit lists previously supplied to Plaintiff Counsel in Superior
20 Court case to date, showing that: personal information, personal and corporate bank records,
21 tax returns, correspondence, stock ledger, corporate minutes, HPT customer list, extensive
22 financial data and more were all supplied to Plaintiff Counsel.

23
24 **Document Set #6.** Select Due Diligence documentation on corporate entities Imverse Asia
25 Inc. (IA), Hawaii Pacific Teleport, LP (HPT), and Hawaiian Transmission Solutions, LLC
26 (HTS), including:

- 27 • Delaware Certificate of Incorporation for Imverse Asia, Inc.;

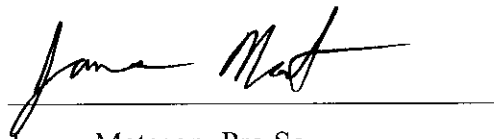
- California Certificate of Qualification for IA in CA as foreign corp;
- Purchase Agreement between IA and HPT, Assignments of interest sig pages;
- State of Hawaii verifications of corporate entity management showing Crutchfield as Manager of General partner of limited partnership;
- IRS 1065 tax returns for HPT showing value, and K-1s showing partnership ownership interests for IA and HTS.

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Respectfully prepared and submitted,

A handwritten signature in black ink, appearing to read 'Alan L. Crutchfield', written over a horizontal line.

Alan L. Crutchfield, Pro Se

A handwritten signature in black ink, appearing to read 'James Mateson', written over a horizontal line.

James Mateson, Pro Se

Dated: January 17, 2012

VERIFICATION

I, Alan L. Crutchfield, declare as follows:

I have read the foregoing TRIAL BRIEF and know its contents.

I am informed and believe that the matters stated herein are true to the best of my belief and on that ground declare under penalty of perjury under the laws of the State of California that the same are true and correct.

Executed this 17th day of January, 2012 in Santa Barbara, California.

A handwritten signature in black ink, appearing to be "Alan L. Crutchfield", written over a horizontal line.

Alan L. Crutchfield, Pro Se

VERIFICATION

I, James Mateson, declare as follows:

I have read the foregoing TRIAL BRIEF and know its contents.

I am informed and believe that the matters stated herein are true to the best of my belief and on that ground declare under penalty of perjury under the laws of the State of California that the same are true and correct.

Executed this 17th day of January 2012 in Santa Barbara, California.


James Mateson, Pro Se

PROOF OF SERVICE

I, the undersigned, declare that I am a resident of the State of California. I am over the age of 18 years of age and am not a party to the cause.

I am a resident of or employed in the county where the mailing occurred. My residence or business address is: _____

On January ___, 2012, I served on the interested parties in this matter the following documents:

**TRIAL BRIEF SUBMITTED BY
DEFENDANTS ALAN CRUTCHFIELD AND JAMES MATESON**

- ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth on the attached service list on this date before 6:00 p.m.
- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Santa Monica, California addressed as set forth on the attached service list.
- ☐ by personally serving the document(s) listed above to the person(s) at the address(es) as set forth on the attached service list.
- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, via first class US Mail at Santa Barbara, California addressed as set forth below.
- ☐ Transmission, via email, of the document(s) listed above was reported as complete and without error.

Diane B. Weissburg, Esq. – SBN 237136
(Mail) 4724 La Villa Marina, Suite J
Marina Del Rey, CA 90292
Tel: (310) 822-6638

(Office) 1842 Washington Way, #B
Venice CA, 90291
Tel: (310) 577-0871

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on January ___th, 2012, at Santa Barbara, California.

(sign above, and print name here): _____

DOCUMENTS ATTACHED IN SUPPORT OF TRIAL BRIEF

Document #1. Loan agreement between Plaintiff and Imverse Asia, Inc.

Document #2. Transcript of hearing of June 7, 2011 before Honorable Judge Colleen R. Sterne in California Superior Court case #1340456, Walker v. Imverse Asia, Inc. et al.

Document Set #3. Bankruptcy filings for Crutchfield and Mateson.

Document #4. Order signed by Honorable Judge Thomas P. Anderle on June 22, 2011 in California Superior Court case #1340456, Walker v. Imverse Asia, Inc. et al.

Document Set #5. Set of Exhibit lists previously supplied to Plaintiff Counsel in Superior Court case to date, showing that: personal information, personal and corporate bank records, tax returns, correspondence, stock ledger, corporate minutes, HPT customer list, extensive financial data and more were all supplied to Plaintiff Counsel.

Document Set #6. Select Due Diligence documentation on corporate entities Imverse Asia Inc. (IA), Hawaii Pacific Teleport, LP (HPT), and Hawaiian Transmission Solutions, LLC (HTS), including:

- Delaware Certificate of Incorporation for Imverse Asia, Inc.;
- California Certificate of Qualification for IA in CA as foreign corp;
- Purchase Agreement between IA and HPT, Assignments of interest sig pages;
- State of Hawaii verifications of corporate entity management showing Crutchfield as Manager of General partner of limited partnership;
- IRS 1065 tax returns for HPT showing value, and K-1s showing partnership ownership interests for IA and HTS.

CONVERTIBLE PROMISSORY NOTE

US \$ 240,000.00

Effective Date: June 3, 2008

FOR VALUABLE CONSIDERATION, Imverse Asia, Inc., a Delaware corporation (the "Company"), having an address of 3463 State Street, Suite 207, in the City of Santa Barbara, California, hereby promises to repay to the order of **Bree Walker** (the "Holder" or "Holder") at her address of 3325 Caminito Daniella, in the City of Del Mar CA 92014, or at such other place as may be designated by Holder to the Company in writing, a loan (the "Loan") from the Holder in the amount of **Two Hundred Forty Thousand Dollars (\$ 240,000.00)** (the "Principal"), plus interest as set forth herein, to the order of the Holder, in accordance with the terms and conditions of this promissory note (the "Note" or "Agreement").

1. **Interest and Term.** The interest will be a flat fee of **Ten Percent (10%)** due with the principal as a balloon payment to be paid on or before the six months from the Effective Date ("Maturity"). If the Holder chooses to extend the term to a maximum of one year, an additional interest fee of **four percent (4%)** more will be due to be paid to the Holder on or before the new maturity date of the one year anniversary of the Effective Date.
2. **Wire Transfer Coordinates.** The Holder agrees to wire transfer the Principal amount into the Company's account at the following wire transfer coordinates:

Bank Routing Number:	121-000-248
Bank Name:	Wells Fargo Bank, N.A.
Account Number:	980-020 6279
Account Beneficiary:	Imverse Asia, Inc.
3. **Conversion.** The Holder will receive and maintain the right at any time prior to Maturity to convert the Note Principal and all interest due thereon to common stock shares (the "Conversion Shares") at a fixed price of **\$0.50** per share.
4. **Subscription Agreement and Convertible Note.** Attached to this convertible promissory Note agreement is a subscription agreement and convertible note (together the Series B Investment Documents") that the Holder agrees to execute simultaneously with this Note agreement, and which are hereby incorporated by reference. These Series B Investment Documents provide the Holder with the option to convert the loan formed by this promissory Note agreement into an unsecured convertible note investment that pays **9%** interest and features a three-year term, and converts to common stock shares a conversion price of **\$0.33** per share rather than **\$0.50** per share. To exercise such option, at any time prior to Maturity, the Holder can terminate this Note agreement by returning this Note marked "Canceled" along with a cover letter memorializing the option exercise.
5. **Security.** The Company agrees that the repayment of this Loan plus interest shall be secured by five million shares of the Company's Common Stock (the "Stock Security"), representing **5%** of the ownership of the Company, and that should the Company fail to repay the total Loan plus all accrued interest thereon prior to the termination of the Term of this Agreement or any extensions agreed to in writing, the Company shall issue and assign to the Holder the Stock Security free of all encumbrances.
6. **Additional Equity Consideration.** As additional consideration for providing this Loan, the Company agrees to issue an "equity kicker" to the Holder of **One Hundred Thousand (100,000)** shares of the Company's Common Stock (the "Kicker Shares"). The Company agrees that this consideration shall be issued and delivered to the Holder within thirty (30) days of the Effective Date.
7. **Performance.** The Holder agrees that the Company's performance to fulfill any and all of its obligations pursuant to this Note, is the full and total repayment of the Principal plus Interest prior to Maturity.

8. **Governing Law, Jurisdiction.** The Parties both agree that this Note will be governed by the laws of the State of California, and further agree that any claims, legal proceeding or litigation arising in connection with this Note will be brought in California, and consent to the exclusive jurisdiction of the courts of California.
9. **Notices.** All notices given under this Note shall be in writing, and shall be deemed received 48 hours after deposit with the United States Postal Service, certified or registered mail, return receipt requested, postage prepaid.
10. **Representations and Warranties of the Company.** The Company represents and warrants that the Company is a corporation existing and in good standing under the laws of the State of Delaware, that the borrowing evidenced hereby, the execution and delivery of this Note, and the performance by the Company of its obligations under this Note, are within Company's corporate powers.
11. **Representations, Warranties and Covenants of the Company.** The Company hereby represents, warrants, and covenants to each Holder as of the date hereof and as of the Closing Date as follows:

Organization and Corporate Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of Delaware. The Company has all required corporate power and authority to own its property, to carry on its business as presently conducted or contemplated to be conducted and to carry out the transactions contemplated hereby, in all material respects.

Authorization. This Agreement, the Note(s) and any other agreements, instruments, or documents entered into by the Company pursuant hereto have been duly executed and delivered by the Company and are the legal, valid and (assuming due execution by the other parties hereto and thereto) binding obligations of the Company, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors. The execution, delivery and performance of this Agreement, the Note(s) and any other agreement, instrument, or document entered into by the Company pursuant to this Agreement or the Note(s) have been duly authorized by all necessary corporate action of the Company. The execution of this Agreement by Company, and the performance by Company of its obligations and duties hereunder, do not and will not violate any material agreement to which Company is a party or by which it is otherwise bound.

No Governmental Consent or Approval Required. Based in part on the representations made by the Holder in Section 11 of this Agreement, no authorization, consent, approval or other order of, declaration to, or filing with, any governmental agency or body is required for or in connection with the valid and lawful authorization, execution and delivery by the Company of this Agreement, the Note(s) or any other agreement, instruments or documents entered into by the Company pursuant hereto.

Broker. There are no claims for brokerage commissions or finder's fees or similar compensation in connection with the sale to each Holder of the Note(s) based on any arrangement made by or on behalf of the Company and the Company agrees to indemnify and hold each Holder harmless against any costs or damages incurred as a result of any such claim.

Securities Laws. Based in part upon the representations and warranties contained in Section 12 hereof, no consent, authorization, approval, permit or order of or filing with any governmental or regulatory authority is required under current laws and regulations in connection with the execution and delivery of this Agreement or the offer, issuance, sale or delivery of the Note(s) other than securities filings (if any) required to be made subsequent to Closing. The Company has not, directly or through an agent, offered the Note(s) to, or solicited any offers to acquire such Note(s) from, persons other than the Holder and other "Accredited Investors" as such term is defined in Rule 501(a) of the Securities and Exchange Commission promulgated pursuant to the Securities Act of 1933, as amended (the "Securities Act"). For purposes of the foregoing sentence, the determination of the status of persons

(including without limitation the Holders) as "Accredited Investors" is based solely upon the representations and warranties contained in Section 3 hereof. Under the circumstances contemplated hereby, the offer, issuance, sale and delivery to each Holder of the Note(s) will not under current laws and regulations require compliance with the prospectus delivery or registration requirements of the Securities Act.

12. **Representations, Warranties and Covenants of Each Holder.** Each Holder hereby represents, warrants and covenants to the Company as of the date hereof and as of the Closing Date as follows:

Authorization. Each Holder has full power and authority and all necessary corporate or other action has been taken by it or on its behalf in order to execute, deliver and perform this Agreement and to purchase the Note(s). This Agreement constitutes the valid and legally binding obligation of each Holder, enforceable against the Holder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors. The execution, delivery and performance of this Agreement and any other agreement, instrument, or document entered into by each Holder pursuant to this Agreement have been duly authorized by all necessary action (corporate or otherwise) of each Holder.

Purchase Entirely for Own Account. The Note(s) is to be acquired for investment for each Holder's own account, not as a nominee or agent and not with a view to the distribution of any part thereof. No Holder has a present intention of selling, granting any participation in, or otherwise distributing the same. No Holder has any contract, undertaking, agreement or arrangement with any person to sell, transfer, or grant participation to such person or to any third person, with respect to the Note(s).

Restrictions on Transfer. Each Holder understands and agrees that the Note(s) may not be sold, transferred, or otherwise disposed of without registration under the Securities Act, or any exemption therefrom, and that in the absence of any effective registration statement covering the Note(s) or an available exemption from registration under the Securities Act, the Note(s) must be held indefinitely. In the absence of an effective registration statement covering the Note(s), each Holder will sell, transfer, or otherwise dispose of the Note(s) only in a manner consistent with its representations and agreements set forth herein.

Suitability and Residency. Each Holder is an "Accredited Investor" as such term is defined in Rule 501(a) of Regulation D of the Securities and Exchange Commission promulgated pursuant to the Securities Act. In the case of a Holder who is an individual, such Holder's residency, or, in the case of an Investor that is an entity, such Holder's principal place of business, is correctly set forth on Schedule 1.

Financial Condition. Each Holder's financial condition is such that it is able to bear the risk of holding the Note(s) for an indefinite period of time.

Experience. Each Holder has such knowledge and experience in financial and business matters and in making high risk investments of this type that it is purchasing the Note(s).

Receipt of Information. Each Holder has been furnished access to the business records of the Company and such additional information and documents as such Holder has requested, and has been afforded an opportunity to ask questions of and receive answers from representatives of the Company, concerning in each case the business and operations of the Company, the terms and conditions of this Agreement and the purchase of the Note(s). Each Holder acknowledges and agrees that it is not relying on any oral or written representation, warranty, agreement or statement not expressly set forth in this Agreement.

Brokers. There are no claims for brokerage commissions or finder's fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of each Holder, and each Holder agrees to indemnify and hold the Company harmless against any costs or damages incurred as a result of any such claims.

13. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, trustees, successors and assigns, of whatever kind or type.
14. **No Waiver.** No failure by the Holder to act with respect to the exercise of any of its rights or enforcement of any of the terms of this Promissory Note shall constitute a waiver of any breach, default or failure of condition under this Promissory Note. No single or partial exercise of any power hereunder shall preclude any other or further exercise thereof of the exercise of any other right or power. No delay or omission on the part of Holder in exercising any right or power that Holder may have in the event of any default by the Company shall operate as a waiver of such right or power, or of any other right or power under this Promissory Note, or that otherwise may be available to Company at law or in equity. Except as expressly provided otherwise in this Note, the Company and every endorser or guarantor, if any, of this Note waive presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note, and assent to any extension or postponement of the time of payment.
15. **Loss of Note.** The Company agrees that should the Holder provide written notice to the Company that this Note has been lost, stolen or destroyed, the Company shall replace this note with an identical note within a maximum of ten (10) days from the receipt of such written notice.
16. **Amendment.** This Note shall not be amended without the prior written consent of both Parties. No modification, rescission, waiver, forbearance, release or amendment of any provision of this Note shall be made, except by a written agreement duly executed by and between the Company and Holder.
17. **Severability.** If any provision of this Note shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other severable provision of this Note, and this Note shall be carried out as if any such invalid or unenforceable provision were not contained herein.
18. **Reconveyance upon Performance.** Upon the event of the Company's completion of the Performance by the Company repaying 100% of the Principal and Interest to the Holder prior to Maturity, the Holder shall provide to the Company a letter that specifies the release of any and all further obligation by the Company and complete reconveyance of any and all claim or right that Holder might otherwise have had to any assets and rights of the Company.

IN WITNESS WHEREOF, the undersigned have caused this Promissory Note and Security Agreement to be executed and delivered and placed into effect as of the date of the authorized signature of the Company below.

FOR: **HOLDER**

IMVERSE ASIA, INC.

By: Bree Walker Lampley

By: Alan L. Crutchfield

Name: Bree Walker Lampley

Name: Alan L. Crutchfield, Chairman and CEO

Date: June 03 2008

Date: 6/5/08

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

--oOo--

BREE WALKER,)
)
Petitioner,)
)
-vs-) Case No. 1340456
)
IMVERSE ASIA INC et al,)
)
Respondents.)
-----)

REPORTER'S TRANSCRIPT OF SETTLEMENT PROCEEDINGS

BEFORE HON. COLLEEN K. STERNE, JUDGE

DEPARTMENT 5
SANTA BARBARA, CALIFORNIA
Friday, January 14, 2011

APPEARANCES:

For the Petitioner: DIANE WEISSBURG, ESQ

For the Respondent: JAMES MC KEE, ESQ.

Reported by: SHELLEY HOUCHEMS, CSR,
Official Reporter
CSR. No. 13227

1 SANTA BARBARA, CALIFORNIA; FRIDAY, JANUARY 14, 2011;

2

3 DEPARTMENT NO. 5 HON. COLLEEN K. STERNE, JUDGE

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8

9 THE COURT: Case number 11, 13440456 Bree

10 Walker versus Imverse Asia Inc et al.

11 MS. WEISSBURG: Yes, your Honor, we do have

12 a settlement thanks to the mediator.

13 THE COURT: Who will recite the terms of the

14 settlement?

15 MS. WEISSBURG: Diane Weissburg on behalf of

16 Bree Walker, who is present in court.

17 MR. MC KEE: James McKee on behalf of

18 Imverse Asia Inc and Alan Crutchfield and James

19 Matteson, defendants.

20 THE COURT: Go ahead, please.

21 MS. WEISSBURG: Thank you, your Honor. I'm

22 going to talk slowly for your benefit.

23 Your Honor, settlement of all claims pending

24 in this case has been resolved. If all terms of the

25 settlement agreement are met, then the plaintiff's

26 causes of action will be dismissed with prejudice based

27 on the following terms: One, defendants in each of them

28 agree to pay to the plaintiff a total of \$247 plus

1 accrued interest -- \$247,000 plus accrued interest,
2 attorney's fees and costs. That sum shall be paid in
3 90 days from today's date. In the event that \$50,000 is
4 paid by these defendants during the 90-day period,
5 credit shall be given for that amount against the total
6 amount do you and it is agreed by the parties that the
7 date for filing any judgment will be stayed for an
8 additional 30 days. Judgment will be joint in several
9 against all of defendants. In the event that the
10 balance due is not paid in 90 days plus the additional
11 30 days, if the \$50,000 payment is made, the judgment
12 for \$247,000 plus interest at the current legal rate of
13 10 percent attorney's fees and costs shall be filed and
14 shall become a judgment for full amount as set forth
15 here in jointly and severally against each defendant.

16 In the event that the defendants pay nothing
17 within the 90-day period judgment shall be entered under
18 those terms and shall be filed by the plaintiff. This
19 judgment cannot be discharged in bankruptcy court
20 because of the conduct of these defendants. And each of
21 them, pursuant to a title 11 U.S. Code Section 523,
22 accept the terms of the settlement agreement is
23 confidential and shall remain so.

24 THE COURT: And is there any understanding
25 of what the amount of the attorney's fees are, or is
26 that subject to --

27 MS. WEISSBURG: It's subject to collection.
28 Right now your Honor, the attorneys fees are

1 approximately \$32,000 since the inception of the case.
2 And then it would be 10 percent interest based on
3 statute in California from the date of the judgment
4 instead of the date of the breach of the loan agreement.

5 THE COURT: Very well. Any other --

6 MS. WEINBERG: There would be costs
7 approximately - right now I believe it's \$1100, the
8 original filings fees, service, things like that.

9 THE COURT: And Mr. McKee, anything else you
10 want to add?

11 MR. MCKEE: Well I don't think our costs
12 are too high, nothing else.

13 THE COURT: Ms. Weinberg, if you'd inquire
14 of your client please.

15 MS. WEINBERG: Thank you. You are Bree
16 Walker.

17 MR. WALKER: Yes, I am.

18 MS. WEINBERG: And you loaned the
19 defendant's Allen Clothfield James Matteson and Inverse
20 Asia \$24,000.

21 MR. WALKER: Correct.

22 MS. WEINBERG: And do you agree to the
23 terms as I just recited them to the court?

24 MR. WALKER: I agree to these terms.

25 THE COURT: And do you understand by
26 agreeing to these terms you'll never be able to come
27 back and seek any additional sum of money?

28 MR. WALKER: I understand.

1 THE COURT: And you've had a chance to
2 discuss the matter with your attorney and she's
3 satisfied any questions that you have.

4 MS. WALKER: She has.

5 THE COURT: Very well. Mr. McKee, if you
6 would inquire please.

7 MR. MC KEE: Well, we --

8 THE COURT: Let me just ask --

9 MR. MC KEE: We have discussed the terms of
10 the settlement and you agree, both of you, each of you
11 agree to the settlement?

12 MR. CRUTCHFIELD: Yes for ourselves and for
13 the company.

14 MR. MATTESON: I do agree.

15 THE COURT: It will be considered a
16 court-supervised settlement conditional in nature. Are
17 you going to put something in writing?

18 MS. WEISSBURG: Your Honor, I was going to
19 put this into an actual judgment, submit it to defense
20 counsel for his approval as to form, not content because
21 the content is on the record. And then submit it to the
22 Court for signature, your Honor, at the conclusion of
23 the time period as specified.

24 THE COURT: It will be --

25 MS. WEISSBURG: It will be deferred until
26 that period.

27 THE COURT: So all that will prepared is a
28 deferred judgement.

1 MS. WEISSBURG: Right.

2 THE COURT: And so words we're going to go
3 ahead and put it on the case management calendar
4 120 days out. Because then we'll know dispositively
5 whether the 30-day extension applied.

6 MS. WEISSBURG: That's correct.

7 THE COURT: So I'm going to put it on the
8 Court's case management calendar on Monday, June 6th, at
9 8:30 a.m. If the dismissal has been filed by that time,
10 then no one need appear. On the other hand if there are
11 issues, then the parties will need to be present.

12 THE CLERK: Shouldn't this be in department
13 3?

14 THE COURT: He's Tuesday.

15 THE CLERK: Yes.

16 THE COURT: So instead of the 6th of June,
17 it would be the 7th. So June 7th at 8:30 a.m. That's in
18 Judge Anderle's department.

19 MR. MC KEE: So we need to come back?

20 THE COURT: If you don't pay and a dismissal
21 is not on file, you'll have to make that appearance. If
22 the dismissal has been filed --

23 MR. MC KEE: On June 7th, okay.

24 THE COURT: -- then no one need come.

25 MR. MC KEE: All right.

26 THE COURT: And your trial date of 1/25 of
27 2011 and any other date expect for the CMC are vacated.

28 MS. WEISSBURG: Thank you, your Honor.

1 MR. MC KEE: Thank you.
2 (Proceedings in the above-entitled matter
3 were concluded.)

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REPORTER'S CERTIFICATE

BREE WALKER,)
Petitioner,)
-vs-) Case No. 1340456
IMVERSE ASIA INC et al,)
Respondents.)
-----)

I, SHELLEY HOUCHENS, CSR, Official Reporter of
the above-entitled court, do hereby certify:

That I am a Certified Shorthand Reporter of the
State of California, duly licensed to practice; that I
did report in Stenotype oral proceedings had upon
hearing of the aforementioned cause at the time and
place hereinbefore set forth; that the foregoing pages
numbered 1 through 6, inclusive, constitute to the best
of my knowledge and belief a full, true, and correct
computer-aided transcription from my said shorthand
notes so taken for the date of Friday, January 14, 2011.

Dated at Santa Barbara, California, this 23rd day
of January, 2011.

-----CSR,
Official Reporter, CSR No. 13227

B18 (Official Form 18)(12/07)

**United States Bankruptcy Court
Central District Of California**

1415 State Street, Santa Barbara, CA 93101-2511

DISCHARGE OF DEBTOR

DEBTOR INFORMATION:
Alan Lloyd Crutchfield

BANKRUPTCY NO. 9:11-bk-12679-RR

CHAPTER 7

Last four digits of Social-Security or Individual Taxpayer-Identification (ITIN) No(s), (if any): xxx-xx-3880
Employer Tax-Identification (EIN) No(s), (if any): N/A
Debtor Discharge Date: 10/21/11

Address:
3463 State Street #207
Santa Barbara, CA 93105

It appearing that the debtor is entitled to a discharge, IT IS ORDERED: The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

BY THE COURT,

Dated: October 21, 2011

Kathleen J. Campbell
Clerk of the Court

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION

** Set forth all names, including trade names, used by the debtor(s) within the last 8 years. For joint debtors, set forth the last four digits of both social-security numbers or individual taxpayer-identification numbers.*

B18 (Official Form 18) Cont.
Rev. (12/07)

EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 7 CASE

This court order grants a discharge to the person named as the debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. *[In a case involving community property:* There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.] A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts That are Discharged

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

Debts That are Not Discharged

Some of the common types of debts which are not discharged in a chapter 7 bankruptcy case are:

- a. Debts for most taxes;
- b. Debts incurred to pay nondischargeable taxes;
- c. Debts that are domestic support obligations;
- d. Debts for most student loans;
- e. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- f. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- g. Some debts which were not properly listed by the debtor;
- h. Debts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged;
- i. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts; and
- j. Debts owed to certain pension, profit sharing, stock bonus, other retirement plans, or to the Thrift savings Plan for federal employees for certain types of loans from these plans.

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.

BL (Official Form 1)(4/10)

United States Bankruptcy Court Central District of California		Voluntary Petition										
Name of Debtor (if individual, enter Last, First, Middle): Crutchfield, Alan Lloyd		Name of Joint Debtor (Spouse) (Last, First, Middle):										
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):										
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) xxx-xx-3880		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)										
Street Address of Debtor (No. and Street, City, and State): 3463 State Street #207 Santa Barbara, CA <div style="text-align: right; font-size: small;">ZIP Code 93105</div>		Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right; font-size: small;">ZIP Code</div>										
County of Residence or of the Principal Place of Business: Santa Barbara		County of Residence or of the Principal Place of Business:										
Mailing Address of Debtor (if different from street address): <div style="text-align: right; font-size: small;">ZIP Code</div>		Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right; font-size: small;">ZIP Code</div>										
Location of Principal Assets of Business Debtor (if different from street address above):												
Type of Debtor (Form of Organization) (Check one box) <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.										
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (amount subject to adjustment on 4/01/13 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).										
Statistical/Administrative Information <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY										
Estimated Number of Creditors <table style="width: 100%; border: none;"><tr><td><input checked="" type="checkbox"/> 1-49</td><td><input type="checkbox"/> 50-99</td><td><input type="checkbox"/> 100-199</td><td><input type="checkbox"/> 200-999</td><td><input type="checkbox"/> 1,000-5,000</td><td><input type="checkbox"/> 5,001-10,000</td><td><input type="checkbox"/> 10,001-25,000</td><td><input type="checkbox"/> 25,001-50,000</td><td><input type="checkbox"/> 50,001-100,000</td><td><input type="checkbox"/> OVER 100,000</td></tr></table>			<input checked="" type="checkbox"/> 1-49	<input type="checkbox"/> 50-99	<input type="checkbox"/> 100-199	<input type="checkbox"/> 200-999	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> 25,001-50,000	<input type="checkbox"/> 50,001-100,000	<input type="checkbox"/> OVER 100,000
<input checked="" type="checkbox"/> 1-49	<input type="checkbox"/> 50-99		<input type="checkbox"/> 100-199	<input type="checkbox"/> 200-999	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> 25,001-50,000	<input type="checkbox"/> 50,001-100,000	<input type="checkbox"/> OVER 100,000		
Estimated Assets <table style="width: 100%; border: none;"><tr><td><input checked="" type="checkbox"/> \$0 to \$50,000</td><td><input type="checkbox"/> \$50,001 to \$100,000</td><td><input type="checkbox"/> \$100,001 to \$500,000</td><td><input type="checkbox"/> \$500,001 to \$1 million</td><td><input type="checkbox"/> \$1,000,001 to \$10 million</td><td><input type="checkbox"/> \$10,000,001 to \$50 million</td><td><input type="checkbox"/> \$50,000,001 to \$100 million</td><td><input type="checkbox"/> \$100,000,001 to \$500 million</td><td><input type="checkbox"/> \$500,000,001 to \$1 billion</td><td><input type="checkbox"/> More than \$1 billion</td></tr></table>			<input checked="" type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion
<input checked="" type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion			
Estimated Liabilities <table style="width: 100%; border: none;"><tr><td><input checked="" type="checkbox"/> \$0 to \$50,000</td><td><input type="checkbox"/> \$50,001 to \$100,000</td><td><input type="checkbox"/> \$100,001 to \$500,000</td><td><input type="checkbox"/> \$500,001 to \$1 million</td><td><input type="checkbox"/> \$1,000,001 to \$10 million</td><td><input type="checkbox"/> \$10,000,001 to \$50 million</td><td><input type="checkbox"/> \$50,000,001 to \$100 million</td><td><input type="checkbox"/> \$100,000,001 to \$500 million</td><td><input type="checkbox"/> \$500,000,001 to \$1 billion</td><td><input type="checkbox"/> More than \$1 billion</td></tr></table>		<input checked="" type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion	
<input checked="" type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion			

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):

Crutchfield, Alan Lloyd

All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)

Location Where Filed: - None -	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)

Name of Debtor: - None -	Case Number:	Date Filed:
District:	Relationship:	Judge:

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).

X _____
Signature of Attorney for Debtor(s) (Date)

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

☒ No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

☒ Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box)

- ☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- ☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.
- ☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes)

- ☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

- ☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and
- ☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.
- ☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):

Crutchfield, Alan Lloyd

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Alan Lloyd Crutchfield

Signature of Debtor **Alan Lloyd Crutchfield**

X _____

Signature of Joint Debtor

Telephone Number (If not represented by attorney)

June 6, 2011

Date

Signature of Attorney*

X /s/ Richard A. Hall

Signature of Attorney for Debtor(s)

Richard A. Hall 135483

Printed Name of Attorney for Debtor(s)

BottomLine Lawyers

Firm Name

Box 237

Auburn, CA 95604-0237

Address

Email: **caeb@bottomlinelawyers.com**

(530) 888-7100 Fax: (866) 305-1238

Telephone Number

June 6, 2011

135483

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____

Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____

Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.

B 1D (Official Form 1, Exhibit D) (12/09)

**United States Bankruptcy Court
Central District of California**

In re Alan Lloyd Crutchfield

Debtor(s)

Case No. _____

Chapter 7

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☒ 1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

B 1D (Official Form 1, Exhibit D) (12/09) - Cont.

Page 2

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ Alan Lloyd Crutchfield

Alan Lloyd Crutchfield

Date: June 6, 2011

Certificate Number: 00555-CAC-CC-015080420



00555-CAC-CC-015080420

CERTIFICATE OF COUNSELING

I CERTIFY that on June 6, 2011, at 9:34 o'clock PM EDT, Alan Crutchfield received from Advisory Credit Management, Inc., an agency approved pursuant to 11 U.S.C. § 111 to provide credit counseling in the Central District of California, an individual [or group] briefing that complied with the provisions of 11 U.S.C. §§ 109(h) and 111.

A debt repayment plan was not prepared. If a debt repayment plan was prepared, a copy of the debt repayment plan is attached to this certificate.

This counseling session was conducted by internet.

Date: June 6, 2011 By: /s/Edzai Chimedza

Name: Edzai Chimedza

Title: Credit Counselor

* Individuals who wish to file a bankruptcy case under title 11 of the United States Bankruptcy Code are required to file with the United States Bankruptcy Court a completed certificate of counseling from the nonprofit budget and credit counseling agency that provided the individual the counseling services and a copy of the debt repayment plan, if any, developed through the credit counseling agency. *See* 11 U.S.C. §§ 109(h) and 521(b).

Alan Lloyd Crutchfield
3463 State Street #207
Santa Barbara, CA 93105

Richard A. Hall
BottomLine Lawyers
Box 237
Auburn, CA 95604-0237

BottomLine Lawyers
PO Box 237
Auburn, CA 95604

BottomLine Lawyers
PO Box 237
Auburn, CA 95604

B18 (Official Form 18)(12/07)

**United States Bankruptcy Court
Central District Of California**

1415 State Street, Santa Barbara, CA 93101-2511

DISCHARGE OF DEBTOR

DEBTOR INFORMATION:
James Grover Mateson

BANKRUPTCY NO. 9:11-bk-12680-RR

CHAPTER 7

Last four digits of Social-Security or Individual Taxpayer-Identification (ITIN) No(s)., (if any): xxx-xx-9519
Employer Tax-Identification (EIN) No(s).(if any): N/A
Debtor Discharge Date: 11/29/11

Address:
3463 State Street #207
Santa Barbara, CA 93105

It appearing that the debtor is entitled to a discharge, IT IS ORDERED: The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

BY THE COURT,

Dated: November 29, 2011

Kathleen J. Campbell
Clerk of the Court

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION

** Set forth all names, including trade names, used by the debtor(s) within the last 8 years. For joint debtors, set forth the last four digits of both social-security numbers or individual taxpayer-identification numbers.*

B18 (Official Form 18) Cont.
Rev.12/07)

EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 7 CASE

This court order grants a discharge to the person named as the debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. *[In a case involving community property:* There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.*]* A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts That are Discharged

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

Debts That are Not Discharged.

Some of the common types of debts which are not discharged in a chapter 7 bankruptcy case are:

- a. Debts for most taxes;
- b. Debts incurred to pay nondischargeable taxes;
- c. Debts that are domestic support obligations;
- d. Debts for most student loans;
- e. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- f. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- g. Some debts which were not properly listed by the debtor;
- h. Debts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged;
- i. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts; and
- j. Debts owed to certain pension, profit sharing, stock bonus, other retirement plans, or to the Thrift savings Plan for federal employees for certain types of loans from these plans.

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.

B1 (Official Form 1)(4/10)

United States Bankruptcy Court Central District of California		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): Crutchfield, Alan Lloyd		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) xxx-xx-3880		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): 3463 State Street #207 Santa Barbara, CA <div style="text-align: right; font-size: small;">ZIP Code 93105</div>		Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right; font-size: small;">ZIP Code</div>
County of Residence or of the Principal Place of Business: Santa Barbara		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): <div style="text-align: right; font-size: small;">ZIP Code</div>		Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right; font-size: small;">ZIP Code</div>
Location of Principal Assets of Business Debtor (if different from street address above):		
Type of Debtor (Form of Organization) (Check one box) <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (amount subject to adjustment on 4/01/13 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
Statistical/Administrative Information <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> OVER 100,000		
Estimated Assets <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		
Estimated Liabilities <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):

Crutchfield, Alan Lloyd

All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)

Location Where Filed: - None -	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)

Name of Debtor: - None -	Case Number:	Date Filed:
District:	Relationship:	Judge:

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).

X

Signature of Attorney for Debtor(s)

(Date)

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

☒ No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

☒ Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box)

- ☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- ☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.
- ☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes)

- ☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

- ☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and
- ☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.
- ☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):

Crutchfield, Alan Lloyd

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Alan Lloyd Crutchfield

Signature of Debtor **Alan Lloyd Crutchfield**

X _____

Signature of Joint Debtor

Telephone Number (If not represented by attorney)

June 6, 2011

Date

Signature of Attorney*

X /s/ Richard A. Hall

Signature of Attorney for Debtor(s)

Richard A. Hall 135483

Printed Name of Attorney for Debtor(s)

BottomLine Lawyers

Firm Name

Box 237

Auburn, CA 95604-0237

Address

Email: **caeb@bottomlinelawyers.com**

(530) 888-7100 Fax: (866) 305-1238

Telephone Number

June 6, 2011

135483

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____

Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____

Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.

B 1D (Official Form 1, Exhibit D) (12/09)

**United States Bankruptcy Court
Central District of California**

In re Alan Lloyd Crutchfield

Debtor(s)

Case No. _____

Chapter 7

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☒ 1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

B 1D (Official Form 1, Exhibit D) (12/09) - Cont.

Page 2

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ Alan Lloyd Crutchfield

Alan Lloyd Crutchfield

Date: June 6, 2011

Certificate Number: 00555-CAC-CC-015080420



00555-CAC-CC-015080420

CERTIFICATE OF COUNSELING

I CERTIFY that on June 6, 2011, at 9:34 o'clock PM EDT, Alan Crutchfield received from Advisory Credit Management, Inc., an agency approved pursuant to 11 U.S.C. § 111 to provide credit counseling in the Central District of California, an individual [or group] briefing that complied with the provisions of 11 U.S.C. §§ 109(h) and 111.

A debt repayment plan was not prepared. If a debt repayment plan was prepared, a copy of the debt repayment plan is attached to this certificate.

This counseling session was conducted by internet.

Date: June 6, 2011 By: /s/Edzai Chimedza

Name: Edzai Chimedza

Title: Credit Counselor

* Individuals who wish to file a bankruptcy case under title 11 of the United States Bankruptcy Code are required to file with the United States Bankruptcy Court a completed certificate of counseling from the nonprofit budget and credit counseling agency that provided the individual the counseling services and a copy of the debt repayment plan, if any, developed through the credit counseling agency. *See* 11 U.S.C. §§ 109(h) and 521(b).

Alan Lloyd Crutchfield
3463 State Street #207
Santa Barbara, CA 93105

Richard A. Hall
BottomLine Lawyers
Box 237
Auburn, CA 95604-0237

BottomLine Lawyers
PO Box 237
Auburn, CA 95604

BottomLine Lawyers
PO Box 237
Auburn, CA 95604

DIANE B. WEISSBURG [237136]
Attorney at Law
4724 La Villa Marina #J
Marina del Rey, California 90292
Telephone: (310) 822-6638
Telecopier: (310) 822-6638

Attorney for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA BARBARA

JUN 22 2011

GARY M. BLAIR, Executive Officer
BY *Terry Chavez*
TERRY CHAVEZ, Deputy Clerk

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

BREE WALKER,

Plaintiff,

v.

IMVERSE ASIA, INC., et al

Defendants.

Case No.: 1340456

~~PROPOSED~~ ORDER

HONORABLE THOMAS P. ANDERLE
Dept. SB3

Ex-Parte Date: 06/22/11


Time: 8:15 a.m.

The motion of PLAINTIFF BREE WALKER LAMPLEY for an EX-PARTE Hearing for an Order to shorten time to move for an order to enter judgment is granted. The judgment shall be in accordance with the terms of the settlement entered into by BREE WALKER LAMPLEY and IMVERSE ASIA INC., by ALAN CRUTCHFIELD, PRESIDENT, ALAN CRUTCHFIELD, DEFENDANT, AND JAMES MATESON, DEFENDANT on January 14, 2011 at Santa Barbara, California, a copy of which is attached as Exhibit "1" and incorporated herein by reference was heard by the court on June 22, 2011. Plaintiff appeared by counsel Diane B. Weissburg; defendants appeared by Counsel Preston Marx, Esq.

The court, having considered the documents before it, having heard the arguments of counsel, and being fully advised, finds as follows:

1 IT IS ORDERED that an order shortening time for a hearing on Plaintiff's request for
2 the Court to Order Judgment for Plaintiff BREE WALKER LAMPLEY against Defendants
3 IMVERSE ASIA INC., by ALAN CRUTCHFIELD, PRESIDENT, ALAN CRUTCHFIELD,
4 DEFENDANT, AND JAMES MATESON, DEFENDANT, jointly and severally, pursuant to the
5 settlement agreement dated January 14, 2011, for \$247,000.00, plus attorney fees of \$22,000.00,
6 and costs in the amount of \$1,100.00, plus 10% interest is hereby granted. Judgment for Plaintiff
7 BREE WALKER LAMPLEY against shall be entered against Defendants IMVERSE ASIA INC.,
8 ~~by ALAN CRUTCHFIELD, PRESIDENT, ALAN CRUTCHFIELD, DEFENDANT, AND~~
9 ~~JAMES MATESON, DEFENDANT, jointly and severally~~ ^{PURSUANT TO THE JAN 14, 2011}
10 ~~pursuant to the January 14, 2011,~~
11 settlement agreement.
12

13
14 Dated: June 27, 2011


THOMAS P. ANDERLE
JUDGE OF THE SUPERIOR COURT

THOMAS P. ANDERLE

15
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20
21
22 * THE COURT RESERVES JURISDICTION AS TO
23 DEFENDANTS MATSON AND CRUTCHFIELD HAVING BEEN
24 ADVISED THAT THEY HAVE FILED BANKRUPTCY ALBEIT
25 THE COURT DID NOT SEE THAT ANY DOCUMENTS
26 HAVE BEEN FILED IN THIS CASE INDICATING THAT
27 WAS THE STATUS.
28

6/22/11



Walker vs. Inverse Asia, Inc.

FILE COPY

Response to Demand for Production of Records etc.

Exhibits filed with Response, all delivered to the Law Offices of Joan T. Daniels on Tuesday,
March 16th. 2010.

List of Exhibits:

- Exhibit A. – Certificate of Incorporation for Inverse Asia, Inc.
- Exhibit B. – California Certificate of Qualification for Inverse Asia, Inc.
- Exhibit C. – Inverse Asia, Inc. California tax return Form 100 for 2007
- Exhibit D. – Inverse Asia Inc. California tax return Form 100 for 2008
- Exhibit E. – Inverse Asia, Inc. Profit and Loss Statement 2007
- Exhibit F. – Inverse Asia, Inc. Profit and Loss Statement 2008
- Exhibit G. – Inverse Asia, Inc. Profit and Loss Statement 2009 YTD 11/6/09
- Exhibit H. – Inverse Asia, Inc. Wells Fargo Bank statements 2007
- Exhibit I. – Inverse Asia, Inc. Wells Fargo Bank statements 2008
- Exhibit J. – Inverse Asia, Inc. Wells Fargo Bank statements 2009
- Exhibit K. – Inverse Asia, Inc. Wells Fargo Bank statements 2010
- Exhibit L. – List of amounts due to various vendors, as of 3/15/10
- Exhibit M. – Corporate Minutes for Inverse Asia, Inc.
- Exhibit N. – The Balance Sheets for Inverse Asia, Inc.

Walker vs. Inverse Asia, Inc., et al.

Case No. 1340456

Response to Demand for Production of Documents and Writings made on July 3, 2010.

List of Exhibits, delivered as one conformed set, with the three Responses from Defendants Inverse Asia, Alan L. Crutchfield, and James Mateson. The Responses and one set of Exhibits were all presented upon taking of deposition on Monday, July 26, 2010 in the law offices of Plaintiff's counsel, Diane B. Weissburg, 1842 Washington Way, Suite B, Venice, CA 90291.

List of Exhibits:

Exhibit A. – Drivers Licenses for Alan L. Crutchfield and James Mateson

Exhibit B. – Hawaii Pacific Teleport, LP Customer List

Exhibit C. – Articles of Incorporation for Inverse Asia, Inc.

Exhibit D. – Articles of Incorporation for businesses by Alan L. Crutchfield

Exhibit E. – Inverse Asia, Inc. Stock Ledger

Exhibit F. – Correspondence file between Walker & Inverse Asia, Inc., et al.

Exhibit G. – Diplomas & Degrees for Alan L. Crutchfield

Exhibit H. – Summary of Legal Actions pending

Exhibit I. – Walker transaction with Inverse Asia, Inc. - document set

Exhibit J. – Signed Subscription Agreements showing investment pledge by

Sommers & Stempfer in June, 2008 for Inverse Asia, Inc.

Exhibit K. – Inverse Asia, Inc. Executive Summary, Slideshow, and PPM

Exhibit L. – Curriculum vitae for Alan L. Crutchfield

August 7, 2010

FILE COPY

Ms. Diane B. Weissberg
4724 La Villa Marina #J
Marina Del Rey, CA 90292
(310) 822-6638

Re: Walker v Imverse Asia, et al.

Weissberg Document production request pursuant to Deposition on July 26, 2010

Dear Ms. Weissberg,

In the interest of time, Jim McKee suggested I send you directly the following documents which we are producing at your request made at our depositions on July 26, 2010:

For 2008, 2009 & 2010:

Bank Statements for Alan L. Crutchfield
Bank Statements for James Mateson

Tax returns for Alan L. Crutchfield
Tax returns for James Mateson

We will also be sending a brief explanation of some of the things you had asked about but were not sufficiently responded to verbally for your information.

Sincerely,

James Mateson

2/3 8/7/10

Page 1 of 2

**Weissberg Document production request pursuant to Deposition on July 26, 2010
Walker v Inverse Asia, et al.**

Bank Statements for 2008, 2009, and 2010
are attached and are from the accounts herein named:

All bank accounts in the name of James Mateson are listed below.

Bank Name: **Wells Fargo Bank;**
Bank Address: 3804 State Street, Santa Barbara, CA 93105.

Bank account name: James Mateson;
Bank Account type: Personal Checking;
Bank Account number: 2909311322; Opened 10/17/08, Closed 6/12/09.

Bank account name: James Mateson;
Bank Account type: Personal Savings;
Bank Account number: 2909311322; Opened 10/17/08, Closed 6/29/10.

Bank account name: James Mateson;
Bank Account type: Personal Checking;
Bank Account number: 9501324488; Opened 2/18/10, Active.

Bank Name: **Bank of America;**
Bank Address: 834 State Street, Santa Barbara, CA 93101.

Bank account name: James Mateson;
Bank Account type: Personal Checking;
Bank Account number: 004795758472; Opened prior to 2008, Closed 7/15/10.

Bank account name: James Mateson;
Bank Account type: Personal Checking;
Bank Account number: 004794096782; Opened prior to 2008, Active.

Bank account name: James Mateson;
Bank Account type: Personal Checking;
Bank Account number: 0913266956; Opened 4/28/08, Active.

Bank account name: James Mateson;
Bank Account type: Personal Savings;
Bank Account number: 0913167129; Opened 4/28/08, Active.

3/3 8/7/16

Page 2 of 2

**Weissberg Document production request pursuant to Deposition on July 26, 2010
Walker v Inverse Asia, et al.**

Bank Statements for 2008, 2009, and 2010
are attached and are from the accounts herein named:

**All bank accounts in the name of Alan L. Crutchfield are listed below, and are all
based in the same bank, Wells Fargo.**

Bank Name: **Wells Fargo Bank;**
Bank Address: 3804 State Street, Santa Barbara, CA 93105.

Bank account name: Alan L. Crutchfield;
Bank Account type: Personal Checking;
Bank Account number: 2999361138; Opened prior to 2006, Closed 2/5/10.

Bank account name: Alan L. Crutchfield, Bryn Crutchfield;
Bank Account type: Personal Checking;
Bank Account number: 5865702509; Opened prior to 2006, Active.

Bank account name: Alan L. Crutchfield, Bryn Crutchfield;
Bank Account type: Personal Savings;
Bank Account number: 7706726119; Opened 9/1/06, Active.

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:39 PM 04/07/2005
FILED 02:00 PM 04/07/2005
SRV 050283013 - 3950960 FILE

CERTIFICATE OF INCORPORATION

FIRST: The name of this corporation shall be: IMVERSE ASIA, INC.

SECOND: Its registered office in the State of Delaware is to be located at 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle and its registered agent at such address is THE COMPANY CORPORATION.

THIRD: The purpose or purposes of the corporation shall be:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which this corporation is authorized to issue is One Hundred Million (100,000,000) shares of Common Stock with a par value of (\$0.0001) per share.

FIFTH: The name and address of the incorporator is as follows:

The Company Corporation
2711 Centerville Road, Suite 400
Wilmington, DE 19808

SIXTH: The Board of Directors shall have the power to adopt, amend or repeal the by-laws.

SEVENTH: No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law, (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article Seventh shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

IN WITNESS WHEREOF, the undersigned, being the incorporator herein before named, has executed, signed and acknowledged this certificate of incorporation this 7th day of April, A.D. 2005.

The Company Corporation, Incorporator



Name: Catherine C. Kelleher
Assistant Secretary

City of Wilmington
County of New Castle
Dated April 7, 2005

ORGANIZATION ACTION IN WRITING OF INCORPORATOR

OF

IMVERSE ASIA, INC.

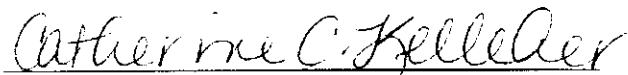
(Organized April 7, 2005)

The following action is taken this day through this instrument by the incorporator of the above corporation:

1. The election of the following person[s] to serve as the director[s] of the corporation until the first annual meeting of stockholders and until their successors are elected and qualified or until their earlier resignation or removal:

ALAN CRUTCHFIELD

The Company Corporation, Incorporator



Catherine C. Kelleher
Assistant Secretary



Department of State: Division of Corporations

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Entity Details

<u>File Number:</u>	3950960	<u>Incorporation Date / Formation Date:</u>	04/07/2005 (mm/dd/yyyy)
<u>Entity Name:</u>	IMVERSE ASIA, INC.		
<u>Entity Kind:</u>	CORPORATION	<u>Entity Type:</u>	GENERAL
<u>Residency:</u>	DOMESTIC	<u>State:</u>	DE
<u>Status:</u>	GOOD STANDING	<u>Status Date:</u>	12/06/2010

REGISTERED AGENT INFORMATION

<u>Name:</u>	HARVARD BUSINESS SERVICES, INC.		
<u>Address:</u>	16192 COASTAL HIGHWAY		
<u>City:</u>	LEWES	<u>County:</u>	SUSSEX
<u>State:</u>	DE	<u>Postal Code:</u>	19958
<u>Phone:</u>	(302)645-7400		

Additional Information is available for a fee of \$20.00. This information will include current franchise tax assessment, current filing history and more..

Would you like ☐ Tax & History Information

To contact a Delaware Online Agent [click here](#).

3057504

State of California
Secretary of State

CERTIFICATE OF QUALIFICATION

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify that on the **14th day of December, 2007**, **IMVERSE ASIA, INC.**, a corporation organized and existing under the laws of **Delaware**, complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California, and that as of said date said corporation became and now is qualified and authorized to transact intrastate business in the State of California. subject however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of December 14, 2007.



Debra Bowen

DEBRA BOWEN
Secretary of State

wmm

3057504

State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of _____ page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

Debra Bowen

DEBRA BOWEN
Secretary of State

3057504

**STATEMENT AND DESIGNATION
BY FOREIGN CORPORATION**

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

DEC 14 2007

IMVERSE ASIA, INC.

(Name of Corporation)

IMVERSE ASIA, INC.

, a corporation organized and existing under the

laws of DELAWARE, makes the following statements and designation:
(State or Place of Incorporation)

1. The address of its principal executive office is 3463 State Street, Suite 207, Santa Barbara, CA 93105
2. The address of its principal office in the State of California is _____
3463 State Street, Suite 207, Santa Barbara, CA 93105

DESIGNATION OF AGENT FOR SERVICE OF PROCESS IN THE STATE OF CALIFORNIA
(Complete either Item 3 or Item 4)

3. (Use this paragraph if the process agent is a natural person.)

ALAN L. CRUTCHFIELD, a natural person residing in the State of
California, whose complete address is 3463 State Street, Suite 207, Santa Barbara, CA 93105

_____ is designated as agent upon whom process directed to
this corporation may be served within the State of California, in the manner provided by law.

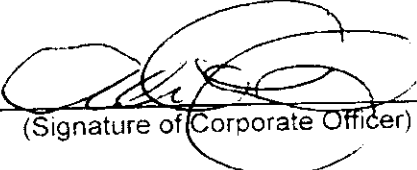
4. (Use this paragraph if the process agent is a corporation.)

_____, a corporation organized and existing

under the laws of _____, is designated as agent upon whom process directed
to this corporation may be served within the State of California, in the manner provided by law.

**NOTE: Corporate agents must have complied with California Corporations Code Section 1505
prior to designation.**

5. It irrevocably consents to service of process directed to it upon the agent designated above, and to service
of process on the Secretary of State of the State of California if the agent so designated or the agent's
successor is no longer authorized to act or cannot be found at the address given.


(Signature of Corporate Officer)

ALAN L. CRUTCHFIELD, PRESIDENT & CEO
(Typed Name and Title of Officer Signing)

Delaware

PAGE 1

The First State

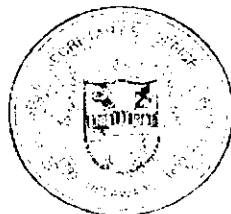
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "IMVERSE ASIA, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY SEVENTH DAY OF JUNE, A.D. 2007.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "IMVERSE ASIA, INC." WAS INCORPORATED ON THE SEVENTH DAY OF APRIL, A.D. 2005.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

1957-60 6300
190754936



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 6795838

DATE: 06/27/07

ASSIGNMENT OF PARTNERSHIP INTEREST

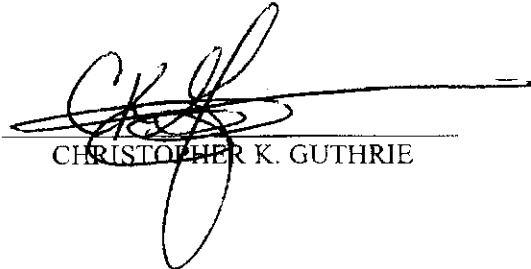
HAWAII PACIFIC TELEPORT, LP
A Hawaii Limited Partnership

GUTHRIE – T1 & T2 – 34.68%

The undersigned, Christopher K. Guthrie ("Guthrie"), hereby assigns to Imverse Asia, Inc., a Delaware corporation ("Buyer"), all of his right, title and interest in and to a thirty-four and sixty-eight hundredths percent (34.68%) limited partnership interest (the "Limited Partnership Interest") in Hawaii Pacific Teleport, LP, a Hawaii limited partnership ("HPT").

Guthrie hereby represents and warrants as follows: (a) Guthrie is the sole owner of this thirty-four and sixty-eight hundredths percent (34.68%) limited partnership interest in HPT; (b) Guthrie has and Buyer will receive good and marketable title to the Limited Partnership Interest, free and clear of any and all claims, liens and encumbrances; (c) Guthrie has the right, power, legal capacity, and authority to enter into and perform his obligations under this Assignment, and all approvals and consents of all persons, entities and governmental agencies as are required in connection therewith have been obtained; and (d) the representations and warranties of Guthrie herein are valid as of the date of this Assignment and will survive the delivery of this Assignment to Buyer.

Date: Nov. 21, 2006



CHRISTOPHER K. GUTHRIE

ASSIGNMENT OF MEMBERSHIP INTEREST


HAWAII TRANSMISSION SOLUTIONS, LLC
A Hawaii Limited Liability Company

GUTHRIE T2 - 100.0%

The undersigned, Christopher K. Guthrie ("Guthrie"), hereby assigns to Imverse Asia, Inc., a Delaware corporation ("Buyer"), all of his right, title and interest in and to his 100% Membership Interest (the "Membership Interest") in Hawaii Transmission Solutions, LLC, a Hawaii limited liability company ("HTS").

Guthrie hereby represents and warrants as follows: (a) Guthrie is the sole owner of this one hundred percent (100%) Membership interest in HTS; (b) Guthrie has and Buyer will receive good and marketable title to the Membership Interest, free and clear of any and all claims, liens and encumbrances; (c) Guthrie has the right, power, legal capacity, and authority to enter into and perform his obligations under this Assignment, and no approvals or consents of any persons, entities or governmental agencies is required in connection therewith; and (d) the representations and warranties of Guthrie herein are valid as of the date of this Assignment and will survive the delivery of this Assignment to Buyer.

Date: 11/21/2016



CHRISTOPHER K. GUTHRIE

**SECOND AMENDMENT
TO LIMITED PARTNERSHIP AGREEMENT**

**HAWAII PACIFIC TELEPORT, LP
A Hawaii Limited Partnership**

THIS SECOND AMENDMENT TO PARTNERSHIP AGREEMENT (the "Second Amendment") is entered into on November 22, 2006 by and among HAWAII TRANSMISSION SOLUTIONS, LLC, a Hawaiian limited liability company ("HTS"), who is the sole general partner, and CHRISTOPHER K. GUTHRIE ("Guthrie"), BLUE FALCON INVESTMENTS, INC., a Nevada corporation ("Blue Falcon"), VINCE WATERSON ("Waterson") and IMVERSE ASIA, INC., a Delaware corporation ("Imverse Asia"), who are all the limited partners of HAWAII PACIFIC TELEPORT, LP, a Hawaii limited partnership ("HPT") (collectively, the "Partners"), with regard to the following.

WHEREAS, HPT and its Partners currently operate under an Amended and Restated Limited Partnership Agreement, dated July 1, 2003, as amended by that certain Second Amendment to Partnership Agreement (the "Partnership Agreement").

WHEREAS, Imverse Asia has purchased from Guthrie, Blue Falcon and Waterson 34.68%, 12.66% and 2.66% limited partnership interests in HPT, respectively, and the Partners wish to acknowledge that Imverse Asia's limited partnership interest in HPT is now 50.00%.

WHEREAS, Imverse Asia has also purchased from Guthrie a 100% membership interest in HTS, HPT's sole general partner.

NOW, THEREFORE, the Partners hereby agree that the Partnership Agreement is amended in the following manner.

1. The recitals set forth above are incorporated herein by this reference.
2. The list of the Partners and their Percentage Interests in Paragraph 3.1 of the Partnership Agreement is deleted and replaced by the following list.

<u>Partner</u>	<u>Percentage</u>
HTS, LLC	1.00%
Guthrie	40.12%
Waterson	1.54%
Blue Falcon	7.34%
Imverse Asia	<u>50.00%</u>
Total	100.00%

3. The term "75%" is hereby deleted and replaced by the term "51%" everywhere that it appears in the Partnership Agreement, including without limitation in Sections 3.3.3(c), 5.1.4, 6.1, 7.2, and 8.1.2 of the Partnership Agreement.

4. Imverse Asia agrees to be bound by the terms of the Partnership Agreement, as amended by this Second Amendment to Partnership Agreement.

5. Each of the Partners hereby represents and warrants that the execution and delivery of this Second Amendment by such Partner, and the signatory for each Partner that is an entity whose name appears below have been duly authorized, and no further authorization is therefore necessary.

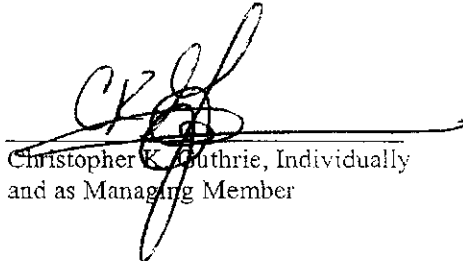
6. Except as expressly set forth herein, the Partnership Agreement is hereby restated as of the date of this Second Amendment.

7. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute a binding agreement.

8. This Second Amendment is executed on the date first above written.

HAWAII TRANSMISSION SOLUTIONS, LLC

BLUE FALCON INVESTMENTS, INC.

By: 
Christopher K. Guthrie, Individually
and as Managing Member

By: 
Keith Kennedy, President

IMVERSE ASIA, INC.


Vince Waterson

By: 
Alan Crutchfield, President

FIRST AMENDMENT TO HTS OPERATING AGREEMENT

**HAWAII TRANSMISSION SOLUTIONS, LLC
A Hawaii Limited Liability Company**

THIS FIRST AMENDMENT TO OPERATING AGREEMENT (the "First Amendment") is entered into on ~~November 22, 2001~~ by CHRISTOPHER K. GUTHRIE ("Guthrie") as the sole member of HAWAII TRANSMISSION SOLUTIONS, LLC, a Hawaiian limited liability company ("HTS"), with regard to the following.

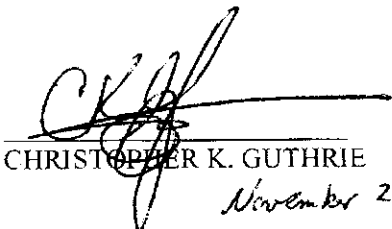
WHEREAS, HTS and Guthrie, as its sole member, currently operate under an Operating Agreement, dated November 19, 2001 (the "Operating Agreement").


WHEREAS, Imverse Asia, Inc. ("Imverse Asia") has purchased from Guthrie a 100% membership interest in HTS, and Guthrie wishes to acknowledge that Imverse Asia is now the sole member of HTS.

NOW, THEREFORE, Guthrie hereby agrees that the Operating Agreement is amended in the following manner.

1. The recitals set forth above are incorporated herein by this reference.
2. The term "Chris Guthrie" appearing in the first line of the Operating Agreement is hereby deleted and replaced with the term "Imverse Asia, Inc., A Delaware Corporation."
3. Imverse Asia agrees to be bound by the terms of the Operating Agreement.
4. Guthrie hereby represents and warrants that the execution and delivery of this First Amendment has been duly authorized, and no further authorization is therefore necessary.
5. Except as expressly set forth herein, the Operating Agreement is hereby restated as of the date of this First Amendment.
6. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute a binding agreement.
7. This First Amendment is executed on the date first above written.

IMVERSE ASIA, INC.


CHRISTOPHER K. GUTHRIE
November 21, 2001

By: 
Alan Crutchfield, President

ASSIGNMENT OF PARTNERSHIP INTEREST

**HAWAII PACIFIC TELEPORT, LP.
A Hawaii Limited Partnership**

BLUE FALCON – T1 & T2 – 12.66%

The undersigned, Blue Falcon Investments, Inc. ("Blue Falcon"), hereby assigns to Inverse Asia, a Delaware corporation ("Buyer"), all of Blue Falcon's right, title and interest in and to a twelve and sixty-six hundredths percent (12.66%) limited partnership interest (the "Limited Partnership Interest") in Hawaii Pacific Teleport, LP, a Hawaii limited partnership ("HPT").

Blue Falcon hereby represents and warrants as follows: (a) Blue Falcon is the sole owner of this twelve and sixty-six hundredths (12.66%) limited partnership interest in HPT; (b) Blue Falcon has and Buyer will receive good and marketable title to the Limited Partnership Interest, free and clear of any and all claims, liens and encumbrances; (c) Blue Falcon has the right, power, legal capacity, and authority to enter into and perform Blue Falcon's obligations under this Assignment, the authorized representative of Blue Falcon signing below has been duly authorized and all approvals and consents of all persons, entities and governmental agencies as are required in connection therewith have been obtained; and (d) the representations and warranties of Blue Falcon herein are valid as of the date of this Assignment and will survive the delivery of this Assignment to Buyer.

Date: 11/20/06

Blue Falcon Investments, Inc.

By: 
KEITH W. KENNEDY, President

**BLUE FALCON COUNTERPART
TO SECOND AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT**

**HAWAII PACIFIC TELEPORT, LP
A Hawaii Limited Partnership**

THIS SECOND AMENDMENT TO PARTNERSHIP AGREEMENT (the "Second Amendment") is entered into on January 22, 2012 by and among HAWAII TRANSMISSION SOLUTIONS, LLC, a Hawaiian limited liability company ("HTS"), who is the sole general partner, and CHRISTOPHER K. GUTHRIE ("Guthrie"), BLUE FALCON INVESTMENTS, INC., a Nevada corporation ("Blue Falcon"), VINCE WATERSON ("Waterson") and IMVERSE ASIA, INC., a Delaware corporation ("Imverse Asia"), who are all the limited partners of HAWAII PACIFIC TELEPORT, LP, a Hawaii limited partnership ("HPT") (collectively, the "Partners"), with regard to the following.

WHEREAS, HPT and its Partners currently operate under an Amended and Restated Limited Partnership Agreement, dated July 1, 2003, as amended by that certain Second Amendment to Partnership Agreement (the "Partnership Agreement").

WHEREAS, Imverse Asia has purchased from Guthrie, Blue Falcon and Waterson 34.68%, 12.66% and 2.66% limited partnership interests in HPT, respectively, and the Partners wish to acknowledge that Imverse Asia's limited partnership interest in HPT is now 50.00%.

WHEREAS, Imverse Asia has also purchased from Guthrie a 100% membership interest in HTS, HPT's sole general partner.

NOW, THEREFORE, the Partners hereby agree that the Partnership Agreement is amended in the following manner.

1. The recitals set forth above are incorporated herein by this reference.
2. The list of the Partners and their Percentage Interests in Paragraph 3.1 of the Partnership Agreement is deleted and replaced by the following list.

<u>Partner</u>	<u>Percentage</u>
HTS, LLC	1.00%
Guthrie	40.12%
Waterson	1.54%
Blue Falcon	7.34%
Imverse Asia	<u>50.00%</u>
Total	100.00%

3. The term "75%" is hereby deleted and replaced by the term "51%" everywhere that it appears in the Partnership Agreement, including without limitation in Sections 3.3.3(c), 5.1.4, 6.1, 7.2, and 8.1.2 of the Partnership Agreement.

4. Imverse Asia agrees to be bound by the terms of the Partnership Agreement, as amended by this Second Amendment to Partnership Agreement.

5. Each of the Partners hereby represents and warrants that the execution and delivery of this Second Amendment by such Partner, and the signatory for each Partner that is an entity whose name appears below have been duly authorized, and no further authorization is therefore necessary.

6. Except as expressly set forth herein, the Partnership Agreement is hereby restated as of the date of this Second Amendment.

7. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute a binding agreement.

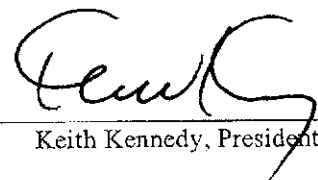
8. This Second Amendment is executed on the date first above written.

HAWAII TRANSMISSION SOLUTIONS, LLC
INC.

By: 
Christopher K. Guthrie, Individually
and as Managing Member

Vince Waterson

BLUE FALCON INVESTMENTS,

By: 
Keith Kennedy, President

IMVERSE ASIA, INC.

By: 
Alan Crutchfield, President

ASSIGNMENT OF PARTNERSHIP INTEREST

**HAWAII PACIFIC TELEPORT, LP.
A Hawaii Limited Partnership**

WATERSON - T1 & T2 - 2.66%

The undersigned, Vince Waterson ("Waterson"), hereby assigns to Imverse Asia, a Delaware corporation ("Buyer"), all of his right, title and interest in and to a two and sixty-six hundredths percent (2.66%) limited partnership interest (the "Limited Partnership Interest") in Hawaii Pacific Teleport, LP, a Hawaii limited partnership ("HPT").

Waterson hereby represents and warrants as follows: (a) Waterson is the sole owner of this two and sixty-six hundredths percent (2.66%) limited partnership interest in HPT; (b) Waterson has and Buyer will receive good and marketable title to the Limited Partnership Interest, free and clear of any and all claims, liens and encumbrances; (c) Waterson has the right, power, legal capacity, and authority to enter into and perform his obligations under this Assignment, and all approvals and consents of all persons, entities and governmental agencies as are required in connection therewith have been obtained; and (d) the representations and warranties of Waterson herein are valid as of the date of this Assignment and will survive the delivery of this Assignment to Buyer.

Date:

11/20/2006


VINCE WATERSON

**VINCE WATERSON COUNTERPART
TO SECOND AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT**

**HAWAII PACIFIC TELEPORT, LP
A Hawaii Limited Partnership**

THIS SECOND AMENDMENT TO PARTNERSHIP AGREEMENT (the "Second Amendment") is entered into on 11/22/2006 by and among HAWAII TRANSMISSION SOLUTIONS, LLC, a Hawaiian limited liability company ("HTS"), who is the sole general partner, and CHRISTOPHER K. GUTHRIE ("Guthrie"), BLUE FALCON INVESTMENTS, INC., a Nevada corporation ("Blue Falcon"), VINCE WATERSON ("Waterson") and IMVERSE ASIA, INC., a Delaware corporation ("Imverse Asia"), who are all the limited partners of HAWAII PACIFIC TELEPORT, LP, a Hawaii limited partnership ("HPT") (collectively, the "Partners"), with regard to the following.

WHEREAS, HPT and its Partners currently operate under an Amended and Restated Limited Partnership Agreement, dated July 1, 2003, as amended by that certain Second Amendment to Partnership Agreement (the "Partnership Agreement").

WHEREAS, Imverse Asia has purchased from Guthrie, Blue Falcon and Waterson 34.68%, 12.66% and 2.66% limited partnership interests in HPT, respectively, and the Partners wish to acknowledge that Imverse Asia's limited partnership interest in HPT is now 50.00%.

WHEREAS, Imverse Asia has also purchased from Guthrie a 100% membership interest in HTS, HPT's sole general partner.

NOW, THEREFORE, the Partners hereby agree that the Partnership Agreement is amended in the following manner.

1. The recitals set forth above are incorporated herein by this reference.
2. The list of the Partners and their Percentage Interests in Paragraph 3.1 of the Partnership Agreement is deleted and replaced by the following list.

<u>Partner</u>	<u>Percentage</u>
HTS, LLC	1.00%
Guthrie	40.12%
Waterson	1.54%
Blue Falcon	7.34%
Imverse Asia	<u>50.00%</u>
Total	100.00%

3. The term "75%" is hereby deleted and replaced by the term "51%" everywhere that it appears in the Partnership Agreement, including without limitation in Sections 3.3.3(c), 5.1.4, 6.1, 7.2, and 8.1.2 of the Partnership Agreement.

4. Imverse Asia agrees to be bound by the terms of the Partnership Agreement, as amended by this Second Amendment to Partnership Agreement.

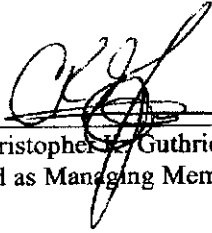
5. Each of the Partners hereby represents and warrants that the execution and delivery of this Second Amendment by such Partner, and the signatory for each Partner that is an entity whose name appears below have been duly authorized, and no further authorization is therefore necessary.

6. Except as expressly set forth herein, the Partnership Agreement is hereby restated as of the date of this Second Amendment.

7. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute a binding agreement.

8. This Second Amendment is executed on the date first above written.


HAWAII TRANSMISSION SOLUTIONS, LLC
INC.

By: 
Christopher J. Guthrie, Individually
and as Managing Member

BLUE FALCON INVESTMENTS,

By: _____
Keith Kennedy, President

IMVERSE ASIA, INC.


Vince Waterson

By: 
Alan Crutchfield, President

ASSIGNMENT OF PARTNERSHIP INTEREST

**HAWAII PACIFIC TELEPORT, LP
A Hawaii Limited Partnership**

GUTHRIE – T3 – 20.12%

The undersigned, Christopher K. Guthrie ("Guthrie") hereby assigns to Inverse Asia, a Delaware corporation ("Buyer"), all of his right, title and interest in and to a twenty and twelve one hundredths percent (20.12%) limited partnership interest (the "Limited Partnership Interest") in Hawaii Pacific Teleport, LP, a Hawaii limited partnership ("HPT").

Guthrie hereby represents and warrants as follows: **(a)** Guthrie is the sole owner of this twenty and twelve one hundredths percent (20.12%) limited partnership interest in HPT; **(b)** Guthrie has and Buyer will receive good and marketable title to the Limited Partnership Interest, free and clear of any and all claims, liens and encumbrances; **(c)** Guthrie has the right, power, legal capacity, and authority to enter into and perform his obligations under this Assignment, and all approvals and consents of all persons, entities and governmental agencies as are required in connection therewith have been obtained; and **(d)** the representations and warranties of Guthrie herein are valid as of the date of this Assignment and will survive the delivery of this Assignment to Buyer.

Date: 1/18/12


CHRISTOPHER K. GUTHRIE



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HAWAII PACIFIC TELEPORT, LP

DOMESTIC LIMITED PARTNERSHIP

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☐ PRINTED **\$7.50**

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MASTER NAME	HAWAII PACIFIC TELEPORT, LP
BUSINESS TYPE	Domestic Limited Partnership
FILE NUMBER	7922 L5
STATUS	Active
PURPOSE	SATELLITE TRANSMISSION SERVICES
PLACE INCORPORATED	Hawaii UNITED STATES
REGISTRATION DATE	May 2, 2001
MAILING ADDRESS	3463 STATE ST STE 207 SANTA BARBARA, California 93105 UNITED STATES
AGENT NAME	INCORP SERVICES, INC.
AGENT ADDRESS	1136 UNION MALL STE 301 HONOLULU, Hawaii 96813 UNITED STATES



Department of Commerce & Consumer Affairs (DCCA)

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HAWAII PACIFIC TELEPORT, LP

DOMESTIC LIMITED PARTNERSHIP

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Partners

NAME	OFFICE ▼
*HAWAIIAN TRANSMISSION SOLUT	G

DATE
Jul 1, 2004

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HAWAIIAN TRANSMISSION SOLUTIONS, LLC

DOMESTIC LIMITED LIABILITY COMPANY (LLC)

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MASTER NAME	HAWAIIAN TRANSMISSION SOLUTIONS, LLC
BUSINESS TYPE	Domestic Limited Liability Company (LLC)
FILE NUMBER	7492 C5
STATUS	Active
PURPOSE	MANAGEMENT OF LP OPERATIONS
PLACE INCORPORATED	Hawaii UNITED STATES
REGISTRATION DATE	May 2, 2001
MAILING ADDRESS	3463 STATE ST STE 207 SANTA BARBARA, California 93105 UNITED STATES
PARTNER TERMS	AT-WILL
MANAGED BY	MANAGER(S)
AGENT NAME	INCorp SERVICES, INC.
AGENT ADDRESS	1136 UNION MALL STE 301 HONOLULU, Hawaii 96813-2711 UNITED STATES

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Department of Commerce & Consumer Affairs (DCCA)

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HAWAIIAN TRANSMISSION SOLUTIONS, LLC

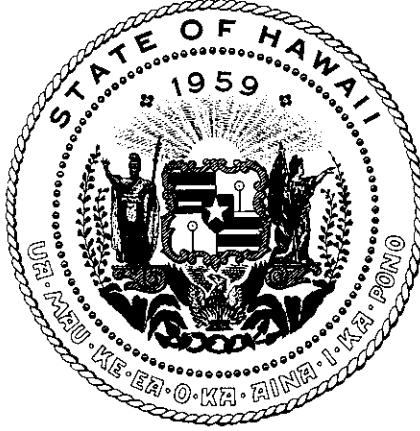
DOMESTIC LIMITED LIABILITY COMPANY (LLC)

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Members

NAME	OFFICE ▼
CRUTCHFIELD,ALAN L	MGR

DATE
Jan 31, 2008



Department of Commerce and Consumer Affairs

CERTIFICATE OF GOOD STANDING

I, the undersigned Acting Director of Commerce and Consumer Affairs of the State of Hawaii, do hereby certify that according to the records of this Department,

HAWAII PACIFIC TELEPORT, LP

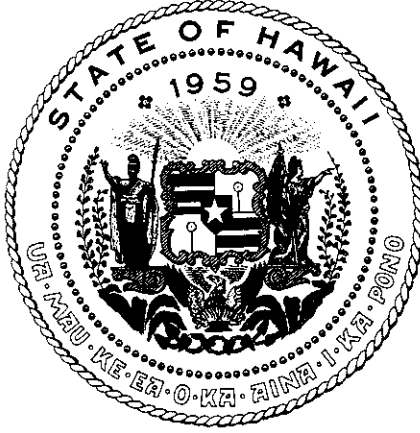
was formed under the laws of Hawaii on 05/02/2001 ; that it is an existing limited partnership in good standing, and is duly authorized to transact business.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Department of Commerce and Consumer Affairs, at Honolulu, Hawaii.

Dated: April 07, 2010



Acting Director of Commerce and Consumer Affairs



Department of Commerce and Consumer Affairs

CERTIFICATE OF GOOD STANDING

I, the undersigned Acting Director of Commerce and Consumer Affairs of the State of Hawaii, do hereby certify that according to the records of this Department,

HAWAIIAN TRANSMISSION SOLUTIONS, LLC

was organized under the laws of the State of Hawaii on 05/02/2001 ;
that it is an existing limited liability company in good standing
and is duly authorized to transact business.



IN WITNESS WHEREOF, I have hereunto set
my hand and affixed the seal of the
Department of Commerce and Consumer
Affairs, at Honolulu, Hawaii.

Dated: April 07, 2010

Acting Director of Commerce and Consumer Affairs

1065 <small>Form Department of the Treasury Internal Revenue Service</small>	U.S. Return of Partnership Income For calendar year 2007, or tax year beginning _____ and ending _____	<small>OMB No. 1545-0099</small> 2007
A Principal business activity TELECOMMUNICATIONS	Name of partnership HAWAII PACIFIC TELEPORT, LP	D Employer identification number 99-0355554
B Principal product or service SATELLITE TELEPORT	Number, street, and room or suite no. If a P.O. box, see the instructions P.O. BOX 1733	E Date business started 05/03/2001
C Business code number 517000	City or town, state, and ZIP code ROSS, CA 94957	F Total assets \$ 7,254,877.
G Check applicable boxes: (1) <input type="checkbox"/> Initial return (2) <input type="checkbox"/> Final return (3) <input type="checkbox"/> Name change (4) <input type="checkbox"/> Address change (5) <input type="checkbox"/> Amended return		
H Check accounting method: (1) <input checked="" type="checkbox"/> Cash (2) <input type="checkbox"/> Accrual (3) <input type="checkbox"/> Other (specify) ▶		
I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year ▶ 5		
J Check if Schedule M-3 attached <input type="checkbox"/>		

Caution: Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Income	1 a Gross receipts or sales	1a	2,791,416.		
	b Less returns and allowances	1b	13,168.	1c	2,778,248.
	2 Cost of goods sold (Schedule A, line 8)	2	1,835,127.		
	3 Gross profit. Subtract line 2 from line 1c	3	943,121.		
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach schedule)	4			
	5 Net farm profit (loss) (attach Schedule F (Form 1040))	5			
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)	6	4,874.		
	7 Other income (loss) (attach schedule)	7			
8 Total income (loss). Combine lines 3 through 7	8		947,995.		
Deductions (see instructions for limitations)	9 Salaries and wages (other than to partners) (less employment credits)	9	445,650.		
	10 Guaranteed payments to partners	10			
	11 Repairs and maintenance	11	28,340.		
	12 Bad debts	12			
	13 Rent	13	192,415.		
	14 Taxes and licenses	14	35,442.		
	15 Interest	15	160,163.		
	16 a Depreciation (if required, attach Form 4562)	16a	368,551.		
	b Less depreciation reported on Schedule A and elsewhere on return	16b		16c	368,551.
	17 Depletion (Do not deduct oil and gas depletion.)	17			
	18 Retirement plans, etc.	18			
	19 Employee benefit programs	19			
	20 Other deductions (attach schedule)	20	505,828.		
	21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20	21	1,736,389.		
22 Ordinary business income (loss). Subtract line 21 from line 8	22	-788,394.			

Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member) is based on all information of which preparer has any knowledge. Signature of general partner or limited liability company member manager _____ Date _____	May the IRS discuss this return with the preparer shown below (see instr.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Paid Preparer's Use Only	Preparer's signature NORMAN R CAPPER Date 02/23/09 Firm's name (or yours if self-employed) FRIEDLANDER CHERWON CAPPER LLP address, and ZIP code 1101 FIFTH AVENUE, SUITE 350 SAN RAFAEL, CA 94901	Check if self-employed <input type="checkbox"/> Preparer's SSN or PTIN P00736975 EIN 94-2625391 Phone no (415) 456-5500

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form **1065** (2007)

Schedule K-1
(Form 1065)

For calendar year 2007, or tax

year beginning

ending

Department of the Treasury
Internal Revenue Service**Partner's Share of Income, Deductions,
Credits, etc.**

▶ See separate instructions.

2007☐ Final K-1☐ Amended K-1

OMB No. 1545-0099

**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items**

1 Ordinary business income (loss) - 480,920.	15 Credits
2 Net rental real estate income (loss)	16 Foreign transactions
3 Other net rental income (loss)	
4 Guaranteed payments	
5 Interest income 5,056.	
6a Ordinary dividends	17 Alternative min tax (AMT) items
6b Qualified dividends	A -23,346.
7 Royalties	18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)	C* 1,345.
9a Net long-term capital gain (loss)	
9b Collectibles (28%) gain (loss)	19 Distributions
9c Unrecaptured sec 1250 gain	20 Other information
10 Net section 1231 gain (loss)	A 5,056.
11 Other income (loss)	
12 Section 179 deduction	
13 Other deductions	
A 180.	
V* 87,813.	
14 Self-employment earnings (loss)	

*See attached statement for additional information.

Part I Information About the PartnershipA Partnership's employer identification number
99-0355554

B Partnership's name, address, city, state, and ZIP code

HAWAII PACIFIC TELEPORT, LP
P.O. BOX 1733
ROSS, CA 94957C IRS Center where partnership filed return
OGDEN, UTD ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner**

E Partner's identifying number

72-1597987

F Partner's name, address, city, state, and ZIP code

IMVERSE ASIA, INC.
3463 STATE STREET, SUITE 207
SANTA BARBARA, CA 93105G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC memberH ☒ Domestic partner ☐ Foreign partner

I What type of entity is this partner? CORPORATION

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	50.00%	63.00000000%
Loss	50.00%	63.00000000%
Capital	50.00%	63.0000076%

K Partner's share of liabilities at year end:

Nonrecourse	\$	5,342.
Qualified nonrecourse financing	\$	
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	2,917,554.
Capital contributed during the year	\$	812,500.
Current year increase (decrease)	\$	-585,909.
Withdrawals & distributions	\$	73,146.
Ending capital account	\$	3,070,999.

☐ Tax basis ☐ GAAP ☐ Section 704(b) book
☒ Other (explain) SEE STATEMENT

For IRS Use Only

Form 1065 Department of the Treasury Internal Revenue Service	U.S. Return of Partnership Income For calendar year 2008, or tax year beginning _____, ending _____ EXTENSION GRANTED TO 09/15/09	OMB No. 1545-0099 2008
A Principal business activity TELECOMMUNICATIONS B Principal product or service SATELLITE TELEPORT C Business code number 517000	Name of partnership HAWAII PACIFIC TELEPORT, LP Number, street, and room or suite no. If a P.O. box, see the instructions. P.O. BOX 1733 City or town, state, and ZIP code ROSS, CA 94957	D Employer identification number 99-0355554 E Date business started 05/03/2001 F Total assets \$ 6,796,987.
G Check applicable boxes: (1) <input type="checkbox"/> Initial return (2) <input type="checkbox"/> Final return (3) <input type="checkbox"/> Name change (4) <input type="checkbox"/> Address change (5) <input type="checkbox"/> Amended return (6) <input type="checkbox"/> Technical termination - also check (1) or (2)		
H Check accounting method: (1) <input checked="" type="checkbox"/> Cash (2) <input type="checkbox"/> Accrual (3) <input type="checkbox"/> Other (specify) 		
I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year 3		
J Check if Schedule M-3 attached <input type="checkbox"/>		

Caution. Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Income	1 a Gross receipts or sales 1a 2,628,096. b Less returns and allowances 1b 2,565.	1c	2,625,531.
	2 Cost of goods sold (Schedule A, line 8)	2	1,606,159.
	3 Gross profit. Subtract line 2 from line 1c	3	1,019,372.
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)	4	
	5 Net farm profit (loss) (attach Schedule F (Form 1040))	5	
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)	6	997.
	7 Other income (loss) (attach statement) SEE STATEMENT 1	7	1,694.
	8 Total income (loss). Combine lines 3 through 7	8	1,022,063.
Deductions (see the instructions for limitations)	9 Salaries and wages (other than to partners) (less employment credits)	9	437,721.
	10 Guaranteed payments to partners	10	
	11 Repairs and maintenance	11	10,134.
	12 Bad debts	12	
	13 Rent	13	164,768.
	14 Taxes and licenses SEE STATEMENT 2	14	35,683.
	15 Interest	15	209,451.
	16 a Depreciation (if required, attach Form 4562) 16a 373,301.		
	b Less depreciation reported on Schedule A and elsewhere on return 16b	16c	373,301.
	17 Depletion (Do not deduct oil and gas depletion.)	17	
	18 Retirement plans, etc.	18	
	19 Employee benefit programs	19	
	20 Other deductions (attach statement) SEE STATEMENT 3	20	609,157.
	21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20	21	1,840,215.
	22 Ordinary business income (loss). Subtract line 21 from line 8	22	-818,152.

Sign Here Paid Preparer's Use Only	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge. <div style="border-top: 1px solid black; margin-top: 10px;"> Signature of general partner or limited liability company member manager </div> <div style="border-top: 1px solid black; margin-top: 10px;"> Date 09/09/09 </div> <div style="border-top: 1px solid black; margin-top: 10px;"> Preparer's signature NORMAN R CAPPER </div> <div style="border-top: 1px solid black; margin-top: 10px;"> Firm's name (or yours if self-employed), address, and ZIP code FRIEDLANDER CHERWON CAPPER LLP 1101 FIFTH AVENUE, SUITE 350 SAN RAFAEL, CA 94901 </div>	May the IRS discuss this return with the preparer shown below (see instr.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Preparer's SSN or PTIN P00736975 EIN 94-2625391 Phone no. (415) 456-5500
---	--	---

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form **1065** (2008)

Schedule K-1
(Form 1065)

For calendar year 2008, or tax

2008☐ Final K-1☐ Amended K-1

OMB No. 1545-0099

Department of the Treasury
Internal Revenue Service

year beginning _____

ending _____

Partner's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

Part I Information About the Partnership	
A Partnership's employer identification number 99-0355554	
B Partnership's name, address, city, state, and ZIP code HAWAII PACIFIC TELEPORT, LP P.O. BOX 1733 ROSS, CA 94957	
C IRS Center where partnership filed return OGDEN, UT	
D <input type="checkbox"/> Check if this is a publicly traded partnership (PTP)	
Part II Information About the Partner	
E Partner's identifying number 99-0355553	
F Partner's name, address, city, state, and ZIP code HAWAIIAN TRANSMISSION SOLUTIONS, LLC C/O INVERSE ASIA, INC. 3463 STATE STREET, SUITE 207 SANTA BARBARA, CA 93105	
G <input checked="" type="checkbox"/> General partner or LLC member-manager <input type="checkbox"/> Limited partner or other LLC member	
H <input checked="" type="checkbox"/> Domestic partner <input type="checkbox"/> Foreign partner	
I What type of entity is this partner? CORPORATION	
J Partner's share of profit, loss, and capital:	
Beginning Ending	
Profit 1.0000000% 1.0000000%	
Loss 1.0000000% 1.0000000%	
Capital 1.0000000% 1.0000000%	
K Partner's share of liabilities at year end:	
Nonrecourse \$ 449.	
Qualified nonrecourse financing \$ 0.	
Recourse \$ 144,532.	
L Partner's capital account analysis:	
Beginning capital account \$ 48,745.	
Capital contributed during the year \$	
Current year increase (decrease) \$ -9,332.	
Withdrawals & distributions \$	
Ending capital account \$ 39,413.	
<input type="checkbox"/> Tax basis <input type="checkbox"/> GAAP <input type="checkbox"/> Section 704(b) book	
<input checked="" type="checkbox"/> Other (explain) SEE STATEMENT	

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items	
1 Ordinary business income (loss) -8,181.	15 Credits
2 Net rental real estate income (loss)	16 Foreign transactions
3 Other net rental income (loss)	
4 Guaranteed payments	
5 Interest income 3.	
6a Ordinary dividends	17 Alternative min tax (AMT) items
6b Qualified dividends	A 1.
7 Royalties	18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)	C* 64.
9a Net long-term capital gain (loss)	
9b Collectibles (28%) gain (loss)	19 Distributions
9c Unrecaptured sec 1250 gain	20 Other information
10 Net section 1231 gain (loss)	A 3.
11 Other income (loss)	
12 Section 179 deduction	
13 Other deductions	
A 9.	
W* 4,000.	
14 Self-employment earnings (loss)	
*See attached statement for additional information.	

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LHA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2008

Schedule K-1
(Form 1065)

For calendar year 2008, or tax
year beginning _____
ending _____

2008

☐ Final K-1

☐ Amended K-1

OMB No. 1545-0099

Department of the Treasury
Internal Revenue Service

**Partner's Share of Income, Deductions,
Credits, etc.**

▶ See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number

99-0355554

B Partnership's name, address, city, state, and ZIP code

HAWAII PACIFIC TELEPORT, LP
P.O. BOX 1733
ROSS, CA 94957

C IRS Center where partnership filed return

OGDEN, UT

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number

72-1597987

F Partner's name, address, city, state, and ZIP code

IMVERSE ASIA, INC.
3463 STATE STREET, SUITE 207
SANTA BARBARA, CA 93105

G ☐ General partner or LLC

member-manager

☒ Limited partner or other LLC

member

H ☒ Domestic partner

☐ Foreign partner

I What type of entity is this partner? CORPORATION

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	63.0000000%	63.0000000%
Loss	63.0000000%	63.0000000%
Capital	63.0000000%	63.0000000%

K Partner's share of liabilities at year end:

Nonrecourse	\$	28,318.
Qualified nonrecourse financing	\$	0.
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	3,070,999.
Capital contributed during the year	\$	224,724.
Current year increase (decrease)	\$	-587,859.
Withdrawals & distributions	\$	
Ending capital account	\$	2,707,864.

☐ Tax basis ☐ GAAP ☐ Section 704(b) book
☒ Other (explain) SEE STATEMENT

**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items**

1 Ordinary business income (loss)	-515,436.	15 Credits	
2 Net rental real estate income (loss)		16 Foreign transactions	
3 Other net rental income (loss)			
4 Guaranteed payments			
5 Interest income	236.		
6a Ordinary dividends		17 Alternative min tax (AMT) items	
6b Qualified dividends		A	66.
7 Royalties		18 Tax-exempt income and nondeductible expenses	
8 Net short-term capital gain (loss)		C*	4,004.
9a Net long-term capital gain (loss)			
9b Collectibles (28%) gain (loss)		19 Distributions	
9c Unrecaptured sec 1250 gain		20 Other information	
10 Net section 1231 gain (loss)		A	236.
11 Other income (loss)			
12 Section 179 deduction			
13 Other deductions			
A	548.		
W*	110,834.		
14 Self-employment earnings (loss)			

*See attached statement for additional information.

For IRS Use Only

LHA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2008

1065 Form Department of the Treasury Internal Revenue Service	U.S. Return of Partnership Income For calendar year 2009, or tax year beginning _____, ending _____	OMB No. 1545-0099 2009
A Principal business activity TELECOMMUNICATIONS	Name of partnership HAWAII PACIFIC TELEPORT, LP	D Employer identification number 99-0355554
B Principal product or service SATELLITE TELEPORT	Number, street, and room or suite no. If a P.O. box, see the instructions P.O. BOX 1733	E Date business started 05/03/2001
C Business code number 517000	City or town, state, and ZIP code ROSS CA 94957	F Total assets \$ 6,526,885.
G Check applicable boxes: (1) <input type="checkbox"/> Initial return (2) <input type="checkbox"/> Final return (3) <input type="checkbox"/> Name change (4) <input type="checkbox"/> Address change (5) <input type="checkbox"/> Amended return (6) <input type="checkbox"/> Technical termination - also check (1) or (2)		
H Check accounting method: (1) <input checked="" type="checkbox"/> Cash (2) <input type="checkbox"/> Accrual (3) <input type="checkbox"/> Other (specify) _____		
I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year 3		
J Check if Schedules C and M-3 are attached <input type="checkbox"/>		

Caution. Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Income	1 a Gross receipts or sales	1a	2,599,786.		1c	2,597,817.
	b Less returns and allowances	1b	1,969.			
	2 Cost of goods sold (Schedule A, line 8)	2	1,563,553.			
	3 Gross profit. Subtract line 2 from line 1c	3	1,034,264.			
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)	4				
	5 Net farm profit (loss) (attach Schedule F (Form 1040))	5				
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)	6				
	7 Other income (loss) (attach statement)	7				
8 Total income (loss). Combine lines 3 through 7	8		1,034,264.			
Deductions (see the instructions for limitations)	9 Salaries and wages (other than to partners) (less employment credits)	9	432,614.			
	10 Guaranteed payments to partners	10				
	11 Repairs and maintenance	11	9,741.			
	12 Bad debts	12				
	13 Rent	13	240,465.			
	14 Taxes and licenses	14	37,937.			
	15 Interest	15	156,357.			
	16 a Depreciation (if required, attach Form 4562)	16a	248,994.			
	b Less depreciation reported on Schedule A and elsewhere on return	16b		248,994.		
	17 Depletion (Do not deduct oil and gas depletion.)	17				
	18 Retirement plans, etc.	18				
	19 Employee benefit programs	19				
	20 Other deductions (attach statement)	20	577,975.			
	21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20	21	1,704,083.			
22 Ordinary business income (loss). Subtract line 21 from line 8	22	-669,819.				

Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge.	May the IRS discuss this return with the preparer shown below (see instr.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Signature of general partner or limited liability company member manager _____ Date _____	
Paid Preparer's Use Only	Preparer's signature NORMAN R CAPPER Date 12/10/10 Check if self-employed <input type="checkbox"/> Preparer's SSN or PTIN P00736975	
	Firm's name (or yours if self-employed), address, and ZIP code FRIEDLANDER CHERWON CAPPER LLP 1101 FIFTH AVENUE, SUITE 350 SAN RAFAEL, CA 94901	EIN 94-2625391 Phone no. (415) 456-5500

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form **1065** (2009)

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Schedule K-1
(Form 1065)

For calendar year 2009, or tax

2009☐ Final K-1☐ Amended K-1

OMB No. 1545-0099

Department of the Treasury
Internal Revenue Serviceyear beginning _____
ending _____**Partner's Share of Income, Deductions, Credits, etc.**

▶ See separate instructions.

Part I Information About the Partnership**A** Partnership's employer identification number
99-0355554**B** Partnership's name, address, city, state, and ZIP codeHAWAII PACIFIC TELEPORT, LP
P.O. BOX 1733
ROSS, CA 94957**C** IRS Center where partnership filed return
OGDEN, UT**D** ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner****E** Partner's identifying number
99-0355553**F** Partner's name, address, city, state, and ZIP code
HAWAIIAN TRANSMISSION SOLUTIONS, LLC
C/O IMVERSE ASIA, INC.
3463 STATE STREET, SUITE 207
SANTA BARBARA, CA 93105**G** ☒ General partner or LLC member-manager ☐ Limited partner or other LLC member**H** ☒ Domestic partner ☐ Foreign partner**I** What type of entity is this partner? CORPORATION**J** Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	1.0000000%	1.0000000%
Loss	1.0000000%	1.0000000%
Capital	1.0000000%	1.0000000%

K Partner's share of liabilities at year end:

Nonrecourse	\$ 857.
Qualified nonrecourse financing	\$
Recourse	\$ 181,066.

L Partner's capital account analysis:

Beginning capital account	\$ 39,413.
Capital contributed during the year	\$
Current year increase (decrease)	\$ -8,286.
Withdrawals & distributions	\$
Ending capital account	\$ 31,127.

☐ Tax basis ☐ GAAP ☐ Section 704(b) book
☒ Other (explain) SEE STATEMENT
M Did the partner contribute property with a built-in gain or loss?☐ Yes ☒ No

If "Yes", attach statement (see instructions)

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	-6,698.	15 Credits
2 Net rental real estate income (loss)		16 Foreign transactions
3 Other net rental income (loss)		
4 Guaranteed payments		
5 Interest income	2.	
6a Ordinary dividends		17 Alternative min tax (AMT) items
6b Qualified dividends		A -78.
7 Royalties		18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)		C* 33.
9a Net long-term capital gain (loss)		
9b Collectibles (28%) gain (loss)		19 Distributions
9c Unrecaptured sec 1250 gain		20 Other information
10 Net section 1231 gain (loss)		A 2.
11 Other income (loss)		
12 Section 179 deduction		
13 Other deductions	A 4.	
	W* 4,000.	
14 Self-employment earnings (loss)		

*See attached statement for additional information.

For IRS Use Only

Schedule K-1
(Form 1065)For calendar year 2009, or tax
year beginning _____
ending _____**2009**☐ Final K-1☐ Amended K-1

OMB No. 1545-0095

Department of the Treasury
Internal Revenue Service**Partner's Share of Income, Deductions,
Credits, etc.**

► See separate instructions.

Part I Information About the Partnership**A** Partnership's employer identification number
99-0355554**B** Partnership's name, address, city, state, and ZIP code**HAWAII PACIFIC TELEPORT, LP**
P.O. BOX 1733
ROSS, CA 94957**C** IRS Center where partnership filed return
OGDEN, UT**D** ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner****E** Partner's identifying number
72-1597987**F** Partner's name, address, city, state, and ZIP code**IMVERSE ASIA, INC.**
3463 STATE STREET, SUITE 207
SANTA BARBARA, CA 93105**G** ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member**H** ☒ Domestic partner ☐ Foreign partner**I** What type of entity is this partner? **CORPORATION****J** Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	63.00000000%	63.00000000%
Loss	63.00000000%	63.00000000%
Capital	63.00000000%	63.00000000%

K Partner's share of liabilities at year end:

Nonrecourse	\$ 53,989.
Qualified nonrecourse financing	\$
Recourse	\$ 0.

L Partner's capital account analysis:

Beginning capital account	\$ 2,707,864.
Capital contributed during the year	\$ 158,517.
Current year increase (decrease)	\$ -522,071.
Withdrawals & distributions	\$
Ending capital account	\$ 2,344,310.

☐ Tax basis ☐ GAAP ☐ Section 704(b) book
☒ Other (explain) **SEE STATEMENT**
M Did the partner contribute property with a built-in gain or loss?☐ Yes ☒ No

If "Yes", attach statement (see instructions)

**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items**

1 Ordinary business income (loss) -421,986.	15 Credits
2 Net rental real estate income (loss)	16 Foreign transactions
3 Other net rental income (loss)	
4 Guaranteed payments	
5 Interest income 101.	
6a Ordinary dividends	17 Alternative min tax (AMT) items
6b Qualified dividends	A -4,894.
7 Royalties	18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)	C* 2,076.
9a Net long-term capital gain (loss)	
9b Collectibles (28%) gain (loss)	19 Distributions
9c Unrecaptured sec 1250 gain	20 Other information
10 Net section 1231 gain (loss)	A 101.
11 Other income (loss)	
12 Section 179 deduction	
13 Other deductions	
A 271.	
W* 110,834.	
14 Self-employment earnings (loss)	

*See attached statement for additional information.

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