

CLERK OF THE COURT

OPPS

ALEXANDER ROBERTSON, IV

State Bar No. 8642

JENNIFER L. TAYLOR

State Bar No. 5798

ROBERTSON & ASSOCIATES, LLP

401 N. Buffalo Drive, Suite 202

Las Vegas, Nevada 89145

Telephone: (702) 247-4661

Facsimile: (702) 247-6227

Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

TED R. BURKE, MICHAEL R. and
LAURETTA L. KEHOE; JOHN BERTOLDO;
PAUL BARNARD; EDDY KRAVETZ;
JACKIE and FRED KRAVETZ; STEVE
FRANKS; PAULA MARIA BARNARD;
LEON GOLDEN; C.A. MURFF; GERDA
FERN BILLBE; BOB and ROBYN TRESKA;
MICHAEL RANDOLPH, and FREDERICK
WILLIS,

Plaintiffs,

vs.

LARRY H. HAHN, individually, and as
President and Treasurer of Kokoweef, Inc., and
former President and Treasurer of Explorations
Incorporated of Nevada; HAHN'S WORLD OF
SURPLUS, INC., a Nevada corporation; DOES
I-X, inclusive; DOE OFFICERS, DIRECTORS
and PARTICIPANTS I-XX,

Defendants,.

and

KOKOWEEF, INC, a Nevada corporation;
EXPLORATIONS INCORPORATED OF
NEVADA, a dissolved corporation;

Nominal Defendants.

CASE NO. A558629

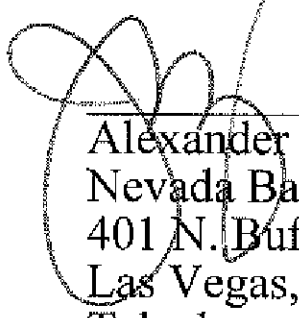
Dept. XI

**PLAINTIFFS' OPPOSITION TO
DEFENDANTS LARRY HAHN AND
HAHN'S WORLD OF SURPLUS, INC.'S
MOTION TO DISMISS, OR
ALTERNATIVELY, FOR PARTIAL
SUMMARY JUDGMENT REGARDING
FIRST AND SECOND CAUSES OF
ACTION, DISMISSAL, OR
ALTERNATIVELY, SUMMARY
JUDGMENT ON FOURTH CAUSE OF
ACTION AND DISMISSAL OF THE
SIXTH CAUSE OF ACTION**

1 Plaintiffs Ted R. Burke; Michael R. and Laurretta L. Kehoe; John Bertoldo; Paul Barnard;
2 Eddy Kravetz; Jackie and Fred Kravetz; Steven Franks; Paula Maria Barnard; Leon Golden; C.A.
3 Murff; Gerda Fern Billbe; Bob and Robyn Treska; Michael Randolph and Frederick Willis
4 (hereinafter collectively referred to as "Plaintiffs"), by and through their undersigned counsel of
5 record, Robertson & Associates LLP, hereby file their Opposition to Defendants Larry Hahn and
6 Hahn's World of Surplus, Inc.'s Motion to Dismiss Plaintiffs, Motion to Dismiss, or
7 Alternatively, for Partial Summary Judgment Regarding First and Second Causes of Action,
8 Dismissal, or Alternatively, Summary Judgment on Fourth Cause of Action and Dismissal of the
9 Sixth Cause of Action. This Opposition is made and based upon the points and authorities
10 submitted herewith, NRS 90.660, oral argument of counsel, and the pleadings and papers on file
11 herein.

12
13 Dated August 19, 2011

ROBERTSON & VICK, LLP

14
15 
16 Alexander Robertson, IV, Esq.
17 Nevada Bar No. 8642
18 401 N. Buffalo Drive, Suite 202
Las Vegas, Nevada 89145
Telephone: (702) 247-4661
Facsimile: (702) 247-6227

19 **MEMORANDUM OF POINTS AND AUTHORITIES**

20
21 **I.**

22 **DEFENDANTS' CLAIM THAT CERTAIN PLAINTIFFS
SHOULD BE DISMISSED IS ERRONEOUS AND SHOULD BE DISREGARDED**

23 **A. *Failure to Allege Sufficient Facts.***

24 The standards and interpretations for Motions to Dismiss pursuant to NRCP 12(b)(5) are
25 fairly well established. Defendants cite to two cases which state the general law governing a
26 determination on its request that this Court dismiss certain Plaintiffs' claims. However, Plaintiffs
27
28

1 exceed the standards set out in Defendants' Motion, and therefore, Defendants Motion must be
2 denied. Additionally,

3 A ruling granting such a Motion is "subject to a rigorous standard of review on appeal."
4 Buzz Stew, LLC v. City of North Las Vegas, ____ Nev. ____, 181 P.3d 670, 672 (Nev. 2008).

5 Accordingly, the Court must recognize all factual allegations as true and draw all inferences in
6 favor of Plaintiffs, and those claims dismissed only if it appears beyond a doubt that it could
7 prove no set of facts, which, if true, would entitle Plaintiffs to relief. Id.

8 Additionally, Defendants rely, again, on Hampe v. Foote, 118 Nev. 405, 408 (2002) for
9 the proposition that its Motion is proper if the allegations are insufficient to establish the
10 elements of a claim for relief. However, in Buzz Stew, LLC, the Court disavowed the ruling on
11 Hampe v. Foote stating "Our prior cases have not been completely consistent in applying the
12 standard of review for failure to state a claim upon which relief can be granted. The appropriate
13 standard requires a showing beyond a doubt. To the extent that these cases required a showing of
14 proof beyond a reasonable doubt, they are disavowed." Buzz Stew, LLC, 181 P.3d at 672.

15 For Defendants to prevail on this claim, they must show that Plaintiffs cannot show a
16 cause of action beyond a doubt and this Defendants cannot do. The fact that this action was filed
17 in the individual name of Plaintiffs versus entities for which they are managers or trustees is
18 irrelevant. These are simply issues of correctly naming, and relating back, a real party in interest,
19 and can simply be remedied by naming the corporation instead of the individual Plaintiff.
20 Plaintiffs BURKE, BARNARD and GOLDEN are the real parties of interest and the misnomer
21 of the Plaintiff name is not a basis to strike their claims.

22 Real parties in interest are addressed by NRCP Rule 17, which provides:

23 (a) Real party in interest. Every action shall be prosecuted in the
24 name of the real party in interest. An executor, administrator,
25 guardian, bailee, trustee of an express trust, a party with whom or
26 in whose name a contract has been made for the benefit of another,
27 or a party authorized by statute may sue in that person's own name
28 without joining the party for whose benefit the action is brought;
and when a statute so provides, an action for the use or benefit of
another shall be brought in the name of the State. No action shall
be dismissed on the ground that it is not prosecuted in the name of
the real party in interest until a reasonable time has been allowed
after objection for ratification of commencement of the action by,

1 or joinder or substitution of, the real party in interest; and such
2 ratification, joinder, or substitution shall have the same effect as if
3 the action had been commenced in the name of the real party in
4 interest.

5 Further, NRCP Rule 21 provides as follows:

6 Misjoinder of parties is not ground for dismissal of an action.
7 Parties may be dropped or added by order of the court on motion of
8 any party or of its own initiative at any stage of the action and on
9 such terms as are just. Any claim against a party may be severed
10 and proceeded with separately.

11 The proper relief, if the Court is persuaded by any of Defendants' arguments is to permit
12 Plaintiffs leave to amend the Plaintiffs to include BFT and PMB Living Trust. The erroneous
13 name, however, does not extinguish the underlying claim.

14 ***B. Ted Burke is a Proper Plaintiff***

15 Plaintiffs have already addressed this issue and argument in conjunction with their
16 Opposition to the Motions filed by Defendants Kokoweef and Patrick C. Clary. Plaintiffs hereby
17 fully incorporate that argument and exhibits in support of that argument herein as if fully set forth
18 with all attached documents.

19 ***C. Paul Barnard is a Proper Plaintiff***

20 The same argument presented above applies also to Paul Barnard, who is a co-Trustee
21 with his wife, Maria, on the PMB Living Trust. True and correct copies of the trust documents
22 are attached hereto as Exhibit "1". Again, if necessary, Plaintiffs would ask for leave to amend
23 the name of Plaintiff to include PMB Living Trust but the erroneous name does not extinguish
24 the underlying claim. Again, the difference in shares listed is the result of HAHN's illegal and
25 arbitrary acts of taking away stock from shareholders.

26 ***D. Leon Golden is a Proper Plaintiff***

27 Leon Golden has an interest in fifty shares of Kokoweef. As part of his Interrogatory
28 responses in this litigation, Mr. Golden attached a letter of agreement between him and John and
Debra Rhine, the Interrogatories of which are attached to Defendants' Motion. This letter clearly
states that Leon Golden has an interest in the litigation as a shareholder, even though he may not
hold a certificate. However, in furtherance of demonstrating Mr. Golden's interest, Plaintiffs

1 attach as Exhibit 2, the assignment that has been executed between John and Debra Rhine and
2 Plaintiff Leon Golden. Therefore, as part of the fundamental determination of the standing of a
3 Plaintiff, the legal title and/or equitable claims of a Kokoweef shareholder are fully vested in Mr.
4 Golden, and, as such, he is the real party in interest, and entitled to stand as a Plaintiff.

5 II.

6 **Sufficient Facts exist to create a triable issue of fact regarding the alter-ego status of** 7 **Hahn and HWS, and as such, HWS should not be Dismissed or Awarded Summary** 8 **Judgment in its Favor**

9 A. Legal Standards for HWS' requests for Dispositive Rulings:

10 Plaintiffs have asserted a cause of action against HWS for unjust enrichment. HWS' long
11 meandering Motion to Dismiss or in the alternative have Summary Judgment granted in its favor
12 is riddled with misstatements of fact and misapplication of the law. The standard for dismissing
13 a claim under NRCP 12(b)(5) is set out above. Defendants have not met that standard for this
14 dismissal request.

15 Similarly, the standard for Summary Judgment, which HWS seeks as an alternative relief,
16 is not met by HWS' pleading. The standard for Summary Judgment is well known: "The
17 judgment sought shall be rendered forthwith if the pleadings, depositions, answers to
18 interrogatories, and admissions of file, together with the affidavits, if any, show that there is no
19 genuine issue as to any material fact." NRCP 56(c).

20 Trial courts should exercise great care in granting summary judgment. Pleadings and
21 documentary evidence must be construed most favorably to the party against whom the motion is
22 made. Copeland v. Desert Inn Hotel, 99 Nev. 823, 673 P.2d 490 (Nev. 1983). Additionally, in
23 determining whether a summary judgment is proper, the nonmoving party is entitled to have the
24 evidence and all inferences therefrom accepted as true. Johnson v. Steel, Inc., 100 Nev. 181, 678
25 P.2d 676 (Nev. 1984). Further, the trial judge may not, in granting summary judgment, pass
26 upon the credibility or weight of the opposing affidavits or evidence; that function is reserved for
27 the finder of fact at trial. Hidden Wells Ranch, Inc. v. Strip Realty, Inc., 83 Nev. 143, 425 P.2d
28 599 (Nev. 1967). On summary judgment motions the court is obligated to accept as true all

1 evidence favorable to the party against whom the motion is made. Id. In this matter, given the
2 fact that records demonstrate Hahn's extensive involvement, and intertwined unity of interest
3 with HWS and Kokoweef, viewing all evidence in favor of Plaintiffs, HWS must remain as a
4 Defendant in this case.

5 First, the Hahn Defendants' misapprehend the standards required for pleading on Causes
6 of Action for Unjust Enrichment and for piercing the corporate veil, reverse or not. Nevada is a
7 "notice" pleading state, which, therefore, means that Nevada's courts "liberally construe
8 pleadings to place into issues matters that are fairly noticed to the adverse party". Hay v. Hay,
9 100 Nev. 196, 198, 678 P.2d 672, 675 (Nev. 1984). Causes of action which require pleading
10 with specificity are contained in NRCP 9(b), and include fraud, mistake or condition of mind.
11 Unjust enrichment is a claim in equity which precludes a person from having and retaining a
12 benefit which in equity and good conscience belongs to another. Unionamerica Mortgage and
13 Equity Trust v. McDonald, 97 Nev. 210, 212, 626 P.2d 1272, 1273 (Nev. 1981). As such,
14 neither unjust enrichment, nor the piercing of the corporate veil, reverse or otherwise, fall within
15 the parameters of NRCP 9(b), and does not mandate the level of pleading asserted by HWS.
16 Plaintiffs have provided HWS with sufficient notice of the claims against it and, if anything,
17 should be permitted to reform the claims against HWS, rather than have them dismissed.

18 **B. Legal Authority related to Piercing the Corporate Veil:**

19 The analysis for piercing the corporate veil, whether in reverse or otherwise, is largely
20 fact driven. However, case law provides guidance. Nevada generally treats corporations and
21 shareholders as separate legal entities. LFC Mktg. Group, Inc. v. Loomis, 116 Nev. 896, 8 P.3d
22 841, 845 (Nev. 2000). Nevada has long recognized the equitable remedy of piercing the
23 corporate veil where the corporate form is abused and the corporation acts as the alter ego of a
24 controlling individual. Id. at 845-46. The alter ego doctrine applies if "(a) The corporation is
25 influenced and governed by the stockholder, director or officer; (b) There is such a unity of
26 interest and ownership that the corporation and the stockholder, director or officer are
27 inseparable from each other; and (c) Adherence to the corporate fiction of a separate entity would
28 sanction fraud or promote a manifest injustice." Nev. Rev. Stat. § 78.747. See also LFC Mktg.

1 Group, Inc., 8 P.3d at 846-47; Lorenz v. Beltio, Ltd., 114 Nev. 795, 963 P.2d 488, 496 (Nev.
2 1998).

3 While the party seeking to pierce the corporate veil must establish the legal elements set
4 out above, "[t]here is no litmus test for determining when the corporate fiction should be
5 disregarded; the result depends on the circumstances of each case." Polaris Indus. Corp. v.
6 Kaplan, 103 Nev. 598, 747 P.2d 884, 887 (Nev. 1987). This fact driven analysis must be viewed
7 in the light most favorable to Plaintiffs under the standards for dispositive motions and the
8 individual circumstances and interests of justice. LFC Mktg. Group, Inc., 8 P.3d at 847.
9 "[F]raud or other wrongful purpose need not be proven." SEC v. Elmas Trading Corp., 620 F.
10 Supp. 231, 233 (D. Nev. 1985). It is sufficient to show recognizing the separate corporate
11 existence would bring about an inequitable result. Id.

12 Nevada state law applies a multi-factor analysis in which formal ownership of shares in
13 the corporation is just one factor. See North Arlington Medical Bldg. Inc. v. Sanchez Constr.
14 Co., 86 Nev. 515, 471 P.2d 240 (Nev. 1970). Among the factors that the Nevada courts consider
15 is whether the corporation's ownership has been concealed. Id. at 245 n.3. Courts will also
16 consider apparent unity in interest through family ties. In Firstmark Capital Corp. v. Hempel Fin.
17 Corp., 859 F.2d 92, 93 (9th Cir. 1989), the Ninth Circuit concluded that a wife's community
18 property interest in her husband's shares was sufficient to satisfy the minimal ownership
19 threshold to pierce the corporate veil. While this case ultimately determined, on the facts, that
20 there was not enough indicia to pierce the corporate veil, subsequent cases have criticized its
21 formality in the ruling.

22 In Kersting v. United States, 1993 U.S. Dist. LEXIS 12659, 14-15 (D. Haw. 1993), the
23 district court declined to follow Firstmark, calling it needlessly formalistic and discounting it due
24 the fact it did not apply Nevada law. The Kersting also concluded that Firstmark, "ignores the
25 possibility that an individual may dominate a corporation despite the technical vesting of
26 ownership in another person." Id.

27 Additionally, the Nevada Supreme Court has set out factors that may indicate a unity of
28 interest and ownership between two entities: commingling of funds, undercapitalization,

1 unauthorized diversion of funds, treatment of corporate assets as the entity's own, and failure to
2 observe corporate formalities. Mallard Auto. Group, Ltd. v. LeClair Mgmt. Corp., 153 F. Supp.
3 2d 1211, 1214 (D. Nev. 2001) (citing Lorenz, 963 P.2d at 497). "Such factors may indicate an
4 alter ego relationship, but no one factor is determinative." Id. (citing Lorenz, 963 P.2d at 497).
5 The "ownership of corporate shares is a strong factor favoring unity of ownership and interest."
6 LFC Mktg. Group, Inc., 8 P.3d at 847. However, the absence of corporate ownership is not
7 dispositive. Id.

8 Although ownership of corporate shares is a strong factor favoring
9 unity of ownership and interest, the absence of corporate
10 ownership is not automatically a controlling event. Instead, the
11 "circumstances of each case" and the interests of justice should
12 control. Id. This is especially true when considering the ease with
13 which corporations may be formed and shares issued in names
14 other than the controlling individual.

15 Id. at 847.

16 HWS,'s argument, however, also cites to overruled authority. HWS relies on McLeary v.
17 Sewell, 73 Nev. 279, 317 P.2d 957 (1957) which stated:

18 More importantly, the concept of "piercing the corporate veil" is to
19 enable an injured party to recover when the corporate wrongdoer is
20 undercapitalized, has co-mingled its assets with that of the
21 principals of the corporation and to recognize the separateness of
22 the corporation and wrongdoer would sanction a fraud or injustice
23 upon the injured party.

24 However, McLeary was overruled by Callie v. Bowling, 123 Nev. 181 (Nev. 2007). Therefore,
25 HWS' reliance on this case law should be disregarded.

26 **C. Facts Viewed in a Light Most Favorable to Plaintiffs Preclude Dismissing HWS**

27 The only evidence presented by HWS to support its claim that no unity of interest exists
28 between Hahn and HWS such that Plaintiffs could maintain a cause of action for unjust
enrichment against HWS is set out in two self-serving declarations of Defendant Larry Hahn and
his wife, Christina Hahn. What those Declarations do show is that HWS and Kokoweef are a
family affair. Defendant Larry Hahn is the President of Kokoweef. Christina Hahn is the
President of HWS and owner of 49% of the HWS stock. Daughter Leslie Hahn is the Secretary

1 and Treasurer of HWS and holder of 51% of the HWS stock. Stock percentages, however, are
2 not verified through separate documentation, only these self-serving declarations.

3 Larry, according to President Christina, and under penalty of perjury, is not an officer or
4 shareholder of HWS. This is a misrepresentation and semantic game in Christina Hahn's
5 Declaration because, in fact, a review of the Secretary of State records shows that Larry Hahn is a
6 Director of HWS, and, as such, holds the same responsibilities, powers and liability as an
7 "officer". See, e.g., NRS 78.138. A true and correct copy of the HWS records from the
8 Secretary of State's website is attached hereto as Exhibit "3". Hahn's position as a Director of
9 HWS is one of the indicia to show unity of interest between Hahn and HWS. Foster v. Arata, 74
10 Nev. 143 (Nev. 1958)(The directors of a company are the agents and trustees of a corporation,
11 and have the control and management of its affairs for the benefit of the stockholders and the
12 reasonable service of the public). Additionally, until 2000, Hahn was the President of HWS.
13 Further, a 2007 Income Withholding Order against Bradley Hoemann, attached hereto as Exhibit
14 "4", lists his "non-employer payor" as "Hahn's World of Surplus aka Larry Hahn Investments."

15 Additional evidence demonstrating that a claim against HWS for unjust enrichment
16 should be maintained include the following. First Defendants claim that the checks cashed at
17 HWS were for people who worked at the millsite but provide no documentary evidence that
18 monies were paid out of HWS. Plaintiffs will present evidence of the checks cashed in the
19 financial analysis of Defendants' records as part of their allegations of unjust enrichment.
20 Because these are included in the reports of Talon Stringham, along with so many other examples
21 of financial misdeeds, there is no need to list these in the Third Amended Complaint. See
22 Stringham Report dated January 19, 2011, attached to Plaintiffs Opposition to the Kokoweef
23 Motion to Dismiss.

24 HWS's counsel misrepresents to the Court the timing of Mr. Stringham's review of the
25 HWS records, and inappropriately and incorrectly presents his baseless interpretation of the latter
26 report. Mr. Stringham produced two reports. The first was on January 19, 2011. That report,
27 which HWS conveniently failed to attach, included his analysis of the HWS records. Defense
28 rebuttal reports were due in February 2011. Suddenly, on February 3, 2011, Defendants

1 announced that a new "lost" box of documents had been found. Mr. Stringham's May 20, 2011
2 Supplemental Report had nothing to do with his review of HWS records, as is blatantly falsely
3 depicted by HWS (Mot. 6:25-28, 7:1-6), but was, instead, a supplement based solely on the "lost
4 box" of documents, mysteriously located after Stringham's initial report was produced, after that
5 report was complete. Additionally, Mr. Stringham's task and the limits placed on him by the
6 Certified Fraud Examiner guidelines require that he simply analyze the documents and point out
7 items he believed to be improper so that this evidence can be presented at trial, and a finder of
8 fact allowed to determine whether fraud in fact occurred.

9 Additionally, Defendants again rely upon self-serving affidavits of Larry and Christina
10 Hahn that no wrongdoing occurred and that HAHN was merely reimbursed for expenses he
11 incurred for the Defendant corporation. A review of the checks and receipts for these so-called
12 reimbursements belies that assertion. For example, Hahn wrote a check to HWS for \$3,050 on
13 June 15, 2006 but included as his support receipts from as far back as 1999 for various items, the
14 total of which did not match the amount of the check. An analysis of the HWS checks and
15 receipts is attached hereto as Exhibit "5".

16 This is evident on most of the checks written to HWS that had so-called supporting
17 receipts. Several checks to HWS did not even have such support. This and other evidence will
18 show that these "reimbursements" were nothing of the kind but were attempts to fabricate
19 support for checks written to HWS and is further evidence of Hahn's guilt, and the unity of
20 interest between Hahn and HWS that precludes a dispositive motion being granted in favor of
21 HWS. In fact, Exhibit 5 shows that over \$35,000 was paid directly to HWS with supporting
22 receipts from different years prior to the date of the checks.

23 In addition, 550 checks were cashed at HWS for a total of \$132,361.57 (See Exhibit "6").
24 Defendants have not produced any evidence to show that this amount was paid out of the books
25 of HWS. They only provide self-serving unsupported affidavits of Larry Hahn and Christina
26 Hahn. Further, many of the receipts paid by Kokoweef and EIN were for goods or services sold
27 to HWS. Defendants have produced no evidence that these goods or services were in fact
28 provided to Kokoweef or EIN. It is clear that HWS has been enriched by funds from Kokoweef

1 and EIN shareholders. It is up to the finder of fact to determine if the enrichment was unjust and
2 therefore, HWS should remain a defendant. There are definitely issues of material fact that HWS
3 was unjustly enriched by HAHN's wrongdoing, and, as such neither dismissal or summary
4 adjudication are appropriate.

5 Finally, if Hahn insists that Christina Hahn, the wife of Defendant Hahn, and Leslie
6 Hahn, the daughter of Defendant Hahn, are indeed the principals of HWS who exert control over
7 the corporation, Plaintiffs then request leave of court to name them as additional DOE
8 Defendants.

9 III.

10 HAHN IS NOT ENTITLED TO PARTIAL SUMMARY JUDGMENT ON THE FIRST 11 OR SECOND CLAIMS FOR RELIEF

12 A. Hahn is not entitled to Dismissal or Summary Judgment on the negligent 13 misrepresentation

14 Defendant Hahn has previously trotted out this tired song and dance regarding the
15 pleadings on the negligent misrepresentation claim against Larry Hahn. In fact, during act one of
16 this routine, Defendant Hahn was told by Judge Denton that the pleading requirements for
17 negligent misrepresentation was not as stringent as the those required for fraud. Mot. 13:19-21.
18 When Defendant Hahn trotted out the same routine in act two, this Court informed him that on
19 his motion for summary judgment on the negligent misrepresentations he was "going to lose that
20 one" because it was pled adequately. A true and correct copy of the excerpts of the hearing on
21 March 30, 2010 is attached hereto as Exhibit "7".¹ Yet, once again, Plaintiffs are forced to
22 expend time and money to respond to the same old tired song and dance.

23 *1. Plaintiffs have sufficiently plead a claim for negligent misrepresentation*

24 Negligent misrepresentation is a special financial tort that holds one liable for pecuniary
25 losses caused by justifiable reliance on the supply of false information for the guidance of others
26

27 ¹ The Court noted that following depositions and the close of discovery, Defendant Hahn could renew
28 his Motion for Summary Judgment. However, the only deposition that has been noticed and taken by Defendants
was the deposition of Edwin J. Apenbrink, Plaintiffs' securities expert.

1 in their business transactions. See Foster v. Dingwall, ___ Nev. ___, 227 P.3d 1042 (2010).

2 Defendants state Plaintiffs have not shown that HAHN

- 3 1. In the course of his business, profession or employment, or in any other
4 2. For the guidance of others in their business transactions;
5 3. Caused a pecuniary loss;
6 4. Incurred by their justifiable reliance upon the information,
7 5. Where he failed to exercise reasonable care or competence in obtaining or
8 communicating the information.

9 Mot. 15:16-22. However, as Nevada is a notice pleading state, and negligent misrepresentation
10 does not need to be pled with specificity.

11 Nonetheless, the Second Cause of Action does set out specific allegations against Hahn,
12 despite the Motion claiming that it does not. See Third Amended Verified Complaint, attached
13 to Plaintiffs Opposition to the Kokoweef and Clary Motion to Dismiss filed concurrently with
14 this Motion. The Factual Allegations set out a number of misrepresentations, including Hahn's
15 conspiracy with Defendant Clary to conceal the securities violations of EIN (§ 8), Hahn's
16 mandate that "Investor's Agreements" be signed, which included representations regarding the
17 legality of the distribution of the shares (§ 9), Hahn's misrepresentation that the investments
18 Plaintiffs were making would be for core drilling and other legitimate business activities (§13).

19 Additionally, each Plaintiff set out specific representations made by Defendant Hahn to
20 them regarding the use of investment funds and/or the legality of their shares. See Third
21 Amended Verified Complaint §§ 26-39. Additionally, attached hereto as Ex. "8 " is a true and
22 correct copy of the paperwork which Larry Hahn provided during a presentation to a group of
23 investors including many of the Plaintiffs. In that presentation packet is an "Investor
24 Agreement", which Plaintiffs upon understanding and belief assert was drafted by Defendant
25 Patrick C. Clary, and which states:

26 WHEREAS the transactions involving the offer and sale by the
27 Company to the Purchaser of the Shares are intended to be in
28 accordance with the exemption or exemptions from registration
under the Securities Act of 1933, as amended (hereinafter called
"the Act"), under Section 3(b) and/or 4(2) of the Act and/or
Regulation D (hereinafter called "Regulation D") promulgated
thereunder by the United States Securities and Exchange
Commission (hereinafter called "the Commission") and/or Section
4(6) of the Act as well as the exemption from registration under

1 Subsection 11 of Section 90.530 of Nevada Revised Statutes and
2 the exemption from qualification pursuant to Subdivision (f) of
Section 25102 of the California Corporate Securities Law of 1968

3 This Agreement clearly represented to potential shareholders, including Plaintiffs, that the
4 Kokoweef shares being offered for sale by Defendant Hahn were exempt and being sold in
5 compliance with the Nevada Securities Act. Additionally, attached hereto as Exhibit "9" are
6 newsletters from Defendant Hahn, representing to shareholders, including Plaintiffs, that the
7 money invested in Kokoweef, through the purchase of shares, would be used for core drilling.
8 Defendant Hahn did not, in fact, use this money as represented, constituting a further
9 misrepresentation by Defendant Hahn.

10 Accordingly, despite Defendant Hahn's misleading statements that the Second Cause of
11 Action does not contain the elements of a claim for negligent misrepresentation, and despite
12 Hahn's ongoing misstatement of the law, in which he claims that negligent misrepresentation
13 must be pled with the same specificity as fraud (Mot. 18:5-11), Plaintiffs' have adequately pled
14 this cause of action against Hahn, and have presented sufficient evidence, pursuant to NRCP 56,
15 to merit denial of Hahn's request for summary adjudication on the claim against him for
16 Negligent Misrepresentation.

17 Additionally, Plaintiffs' satisfy, and will provide evidence to the finder of fact,
18 encompassing all the listed components of negligent misrepresentation for pecuniary damages.
19 The term pecuniary interest in any class of equity securities shall mean the opportunity, directly
20 or indirectly, to profit or share in any profit derived from a transaction in the subject securities.
21 Securities Lawyer's Deskbook published by The University of Cincinnati College of Law
22 (<http://taft.law.uc.edu/CCL/34ActRls/rule16a-1.html>). A true and correct copy this citation is
23 attached hereto as Ex. "10". Hahn, as the President and Treasurer of EIN and its successor
24 Kokoweef, Inc., had the opportunity to profit from the transactions of the subject securities in the
25 corporation over which he presided. Hahn guided Plaintiffs into investing by promising to use
26 their funds for a core-drilling project regarding sulfides discovered by Geologist Van G. Hewitt.
27 Hahn as President and Treasurer of Kokoweef, Inc. told investors that the shares were legally
28 exempt from registration.

1 Further , Hahn in his capacity of President and Treasurer of Kokoweef, Inc. advised
2 fellow officers and directors, including Plaintiff Burke to communicate this information to other
3 potential investors, many of whom are now Plaintiffs. Once Defendant Hahn received the
4 monies from Plaintiffs, he then advised that he was not going to engage in the core-drilling
5 project for which Plaintiffs gave their money. Further, Hahn did not advise Plaintiffs that,
6 contrary to the representations in the Investor Agreement, the shares were not legally exempt
7 from registration under NRS Chapter 90.

8 Finally Hahn, as President and Treasurer used a forged set of By-Laws to wrongfully
9 remove Directors Plaintiff Burke and Michael Kehoe. These representations are in addition to
10 the specific misrepresentations set out in the Third Amended Complaint, and as represented
11 above. Plaintiffs relied on the statements made by HAHN in his capacity as PRESIDENT and
12 TREASURER and were injured in that the money they invested for a core-drilling project that
13 HAHN told them was the purpose of their investment was diverted for other uses, including the
14 building and establishment of a "retirement home" for HAHN and other co-conspirators at the
15 millsite.

16 HAHN most definitely failed to use reasonable care or competence in communicating
17 these facts to Plaintiffs and most definitely is liable for negligent misrepresentation and even
18 Plaintiffs believe, intentional misrepresentation. Plaintiffs have adequately plead these facts and
19 therefore, Defendants' request should be dismissed.

20 Defendant Hahn additionally misrepresents to the Court the status of Plaintiffs' assertion
21 for damages. In the Second Cause of Action, Plaintiffs allege in Paragraph 64 that: "As a direct
22 and proximate result of Defendants' misstatements and misrepresentations of material facts,
23 Plaintiffs purchased securities from the Defendants in EIN and KOKOEFF and have suffered
24 damages as more fully set forth herein in an amount to be proved at trial." Damages were also
25 asserted in the Prayer for Relief. Nonetheless, Defendant Hahn attempts to argue that either no
26 damages were alleged or no damages are permitted based upon his musings and misstatements
27 on the Plaintiffs' Third Amended Verified Complaint.

28

1 In addition to the out of pocket costs incurred by all Plaintiffs, there is the issue of
2 attorney's fees paid to prosecute this action which is an element of recovery under NRS 90.660.

3 Upon tender of the security, the purchaser may recover the consideration paid for
4 the security and interest at the legal rate of this state from the date of payment,
5 costs and reasonable attorney's fees, less the amount of income received on the
6 security. A purchaser who no longer owns the security may recover damages.
7 Damages are the amount that would be recoverable upon a tender less the value of
8 the security when the purchaser disposed of it, plus interest at the legal rate of this
9 state from the date of disposition of the security, costs **and reasonable attorney's**
10 **fees** determined by the court.

11 NRS § 90.660. (Emphasis added.). Plaintiffs are entitled to reasonable attorney's fees incurred as
12 a result of the prosecution of this action and that has not yet been determined by this Court. Until
13 that is established, or the value of the derivative claims asserted by Plaintiffs and proper method
14 of restitution, damages cannot be calculated.

15 It is also interesting to note that Defendants use Foster v. Dingwall, __ Nev. __, 227
16 P.3d 1042 (2010) to support their contentions. This is one of the cases Plaintiffs rely on to
17 support their request for sanctions for discovery abuses committed by Defendants. It is also
18 interesting that Defendants admit that the Third Amended Complaint properly pleads negligent
19 misrepresentation against Defendant Clary, as the Second Claim for Relief does set forth
20 allegations against CLARY in paragraph 60 alleging misrepresentations. (Defendants' Motion,
21 Page 15, lines 26-27).

22 Based on the above, therefore, Defendant Hahn is not entitled to dismissal or summary
23 adjudication on the Second Cause of Action pled against him for Negligent Misrepresentation,
24 and his Motion should be denied.

25 **B. Hahn is not entitled to Summary Judgment on his Violations of NRS 90.660**

26 The Hahn Defendants joined in the arguments of Defendants Clary and Kokoweef in their
27 Motion to Dismiss or for Summary Adjudication on the First Cause of Action for Violation for
28 the Nevada Securities Act, NRS 90.660. Mot. 19:1-5. Accordingly, given this joinder, Plaintiffs
similarly incorporate their arguments the related to the First Cause of Action, and Kokoweef's,
Clary's and Hahn's liability for violations of the Nevada Securities Act, as set out in their

1 Opposition thereto. This incorporation is for all arguments and exhibits contained in the
2 Opposition.

3 Plaintiffs, however, also note the following. Larry Hahn, by virtue of his position as an
4 officer and director of Kokoweef is liable as a seller to Plaintiffs. See Re: Lucky Chance Mining
5 and Jurisdiction Under the Nevada Securities and Commodity Acts, 1989 Nev. AG LEXIS 19 at
6 *8 (deeming officers and directors to be considered sellers, even though they have “only
7 performed the ministerial act of issuing the securities”) (citing Young v. Kwock, 474 P.2d 285,
8 287 (Haw. 1970)(corporate treasurer held liable by signing promissory notes because “if the
9 seller is a corporation, by necessity, others must be liable under this section, for a corporation,
10 bereft of both body and mind, can only operate through agents. . . “).

11 Plaintiffs further refer to and incorporate herein as if fully set forth, the argument
12 regarding Ms. Van Da Walker in their Opposition to Defendant Clary and Kokoweef's Motion to
13 Dismiss Third Amended Complaint. Further, Plaintiffs repeat and reallege the argument in their
14 Opposition to Defendant Clary and Kokoweef's Motion to Dismiss, or in the Alternative
15 Summary Judgment as to the Improper Offers of Judgment. Since they were never properly
16 offered pursuant to the underlying statutes, Plaintiffs are under no obligation to accept and the
17 refusal thereof does not extinguish their claims.

18 *1 Tendering of shares:*

19 Defendants state that they are confused that Plaintiffs state that they have tendered their
20 shares in EIN and KOKOWEEF. Plaintiffs admit that no KOKOWEEF shares were tendered but
21 affirmatively state that several of the Plaintiffs tendered their shares of EIN, as part of the
22 merger, but have not yet been reissued shares in Kokoweef. Specifically, Plaintiff BURKE has
23 not ever received the Kokoweef share certificate in exchange for the EIN share he tendered as
24 part of the merger. In fact some of the Plaintiffs have not been issues stock certificates at all,
25 specifically, Plaintiffs Randolph and Willis.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IV.

**THE SIXTH CAUSE OF ACTION WAS INADVERTENTLY OMITTED FROM THE
VERIFIED AMENDED COMPLAINT**

In the Verified Amended Complaint, Plaintiffs asserted, as one of their derivative based causes of action, Constructive Fraud. However, in drafting the Second and subsequent Third Amended Complaint, Plaintiffs inadvertently omitted, the "Sixth Cause of Action", as evidenced by the prayer for relief.

V. CONCLUSION

WHEREFORE, Plaintiffs respectfully pray for the following relief:

1. That Defendants Motion to Dismiss be denied;
2. For additional attorney's fees incurred in the preparation of this motion;
3. For any and all additional relief as this Court deems just and proper.

Dated August 19, 2011

ROBERTSON & ASSOCIATES, LLP

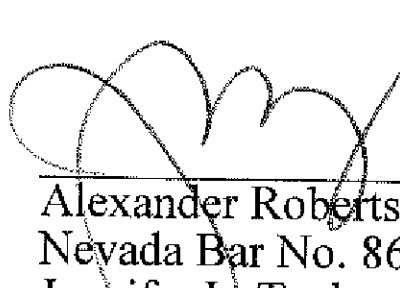

Alexander Robertson, IV, Esq.
Nevada Bar No. 8642
Jennifer L. Taylor, Esq.
Nevada Bar No. 5798
401 N. Buffalo Drive, Suite 202
Las Vegas, Nevada 89145
Telephone: (702) 247-4661
Facsimile: (702) 247-6227

EXHIBIT 1

COPY

Affidavit of Trust

1. The following trust is the subject of this Affidavit:

PAUL G. BARNARD and MARY E. BARNARD, Trustees, or their successors in trust, under the PMB LIVING TRUST, dated December 10, 2001, and any amendments thereto.

2. The names and addresses of the currently acting Trustees of the trust are as follows:

Name:
Paul G. Barnard

Name:
Mary E. Barnard

Address:
7041 Cheerful Circle
Las Vegas, Nevada 89147

Address:
7041 Cheerful Circle
Las Vegas, Nevada 89147

3. The trust is revocable. The person holding the power to revoke the trust is PAUL G. BARNARD and MARY E. BARNARD

4. The trust is currently in full force and effect.

5. Attached to this Affidavit and incorporated in it are selected provisions of the trust evidencing the following:

- | | |
|---------------------|--|
| a. Article One | Creation of the trust and initial Trustees |
| b. Article Four | Statement of revocability of the trust |
| c. Article Twelve | Successor Trustees |
| d. Article Thirteen | Powers of the Trustees |
| e. Article Fourteen | Signature pages |

6. The trust provisions which are not attached to this Affidavit are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustees.

7. The signatories of this Affidavit are currently the acting Trustees of the trust and declare that the foregoing statements and the attached trust provisions are true and correct, under penalty of perjury.

8. This Affidavit is dated December 10, 2001.

COPY

Paul G. Barnard
PAUL G. BARNARD, Trustee

Mary E. Barnard
MARY E. BARNARD, Trustee

STATE OF NEVADA

COUNTY OF CLARK

ss.

The foregoing Affidavit of Trust was acknowledged before me on December 10, 2001, by PAUL G. BARNARD and MARY E. BARNARD, as Trustees.

Witness my hand and official seal.

My commission expires June 30, 2002

David Alexander Straus

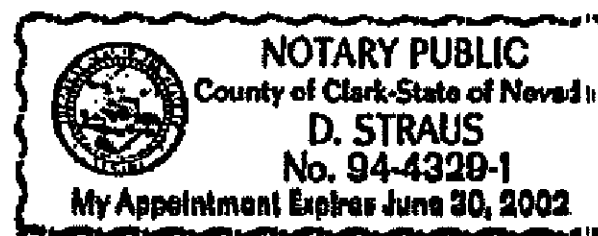


EXHIBIT 2

ASSIGNMENT OF KOKOWEEF SHARES

This Assignment of ONE HALF OF THE SHARES OF KOKOWEEF INC. PURCHASED BY JOHN RHINE ("Assignment Agreement") to LEON GOLDEN is deemed effective August 18th, 2011 ("Effective Date"), and is in furtherance of the intent set forth in the letter dated _____ in which Rhine and Golden indicated their intent to be partners in the purchase of the shares.

WHEREAS, John Rhine purchased 100 shares of stock in Kokoweef, Inc. on _____; and

WHEREAS, Leon Golden contributed one-half of the purchase price or \$300; and

WHEREAS, John Rhine consents to the assignment from himself to Leon Golden of one-half of the shares purchased on _____ and all the rights therein as a shareholder of KOKOWEEF, INC. as if he himself held the assigned shares;

NOW, THEREFORE, John Rhine and Leon Golden agree as follows:

1. Assignment. As of the Effective Date, John Rhine hereby assign to Leon Golden one half of the interest in the 100 shares of Kokoweef Inc. and all of the rights, duties, obligations and liabilities of a shareholder of KOKOWEEF, INC. under this Agreement as if John Rhine retained these assigned shares.
2. Assumption. Leon Golden hereby acknowledges and agrees that he is to be bound by the terms and conditions of this Agreement and agrees to assume all duties, obligations, and liabilities incurred as of the Effective Date as a shareholder of Kokoweef, Inc. stock as if John Rhine retained these shares.
3. Consent. John Rhine hereby consents and agree to the above assignment from himself to Leon Golden.

John Rhine and Leon Golden certify that they have read this Assignment Agreement and the Agreements and agree to be bound by their terms and conditions.

By: _____

John Rhine

(Printed Name)

08-19-2011

(Execution Date)


By: _____

Leon Golden


(Printed Name)


08-19-2011

(Execution Date)




NEVADA





DRIVER LICENSE



1. **RHINE**
2. **JOHN W**
3. **86736 XANA WAY**
4. **CARLSBAD, CA 92008-6024**

5. Sex: **M** 6. Hgt: **5'10"** 7. Wgt: **180** 8. DOB: **11/16/1951** 9. Eyes: **HA**
10. Class: **C** 11. Ear: **NONE** 12. Hair: **GRY** 13. Iss: **11/16/2009**
14. Restr: **A** 15. ID: **DD132057880320171468**

4a DL NO: **1602526148**
3 DOB: **11/16/1951**
3b Exp: **11/16/2013**

NUMBER
00427

SHARES
100

Kokowee Inc.

INCORPORATED UNDER THE LAWS OF THE STATE OF NEVADA
AUTHORIZED CAPITAL SEVENTY FIVE MILLION SHARES (75,000,000) OF STOCK WITH (\$0.001) PAR VALUE

This Certifies that John and Debra Rhine is the
Registered holder of One Hundred (100) Shares

*Transferable only on the books of the Corporation by the holder hereof in person
or by Attorney upon surrender of this Certificate properly endorsed.*

In Witness Whereof, the said Corporation has caused this Certificate to be signed
by its duly authorized officers and its Corporate Seal to be hereunto affixed

This 1st day of June 2007

PRESIDENT

SECRETARY

THIS IS YOUR RECEIPT FOR THESE AMOUNTS
THIS IS A STATEMENT OF YOUR ACCOUNT TO DATE

DATE	CHARGES	PAYMENTS	BALANCE	PREVIOUS BALANCE	NAME	RECEIPT NO.
12/31/06	Expenses	600.00	600.00		John A. Hahn	

EXPLORATION INC. OF NEVADA
2908 E. LAKE MEAD BLVD.
NO. LAS VEGAS, NV. 89030
702-642-1605

John A. Hahn

LARRY HAHN
PRESIDENT & TREASURER
EXPLORATIONS INCORPORATED
OF NEVADA
AUTHORIZED SIGNATURE

Larry Hahn

EXHIBIT 3

Search...

[Home](#)

[Information Center](#)

[Election Center](#)

[Business Center](#)

[Licensing Center](#)

[Securities Center](#)

[Online Services](#)

[My Data Reports](#) |
 [Commercial Recordings](#) |
 [Licensing](#)

HAHN'S WORLD OF SURPLUS, INC.

[New Search](#)

[Printer Friendly](#)

[Calculate List Fees](#)

Business Entity Information

Status:	Active	File Date:	11/03/1977
Type:	Domestic Corporation	Entity Number:	C4837-1977
Qualifying State:	NV	List of Officers Due:	11/30/2011
Managed By:		Expiration Date:	
NV Business ID:	NV19771007537	Business License Exp:	11/30/2011

Registered Agent Information

Name:	CHRISTINA M. HAHN	Address 1:	2908 E. LAKE MEAD BLVD.
Address 2:		City:	NO. LAS VEGAS
State:	NV	Zip Code:	89030
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

[View all business entities under this registered agent](#)

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 25,000.00
Par Share Count:	25,000.00	Par Share Value:	\$ 1.00

Officers

☐ Include Inactive Officers

Secretary - LESLIE J HAHN

Address 1:	220 A BROOKSIDE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89107	Country:	
Status:	Active	Email:	

Treasurer - LESLIE J HAHN

Address 1:	220 A BROOKSIDE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89107	Country:	
Status:	Active	Email:	

Director - LARRY L HAHN

Address 1:	6040 MONTE CRISTO WAY	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89130	Country:	
Status:	Active	Email:	
President - CHRISTINA M HAHN			
Address 1:	6040 MONTE CRISTO WAY	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89130	Country:	
Status:	Active	Email:	

Actions\Amendments
[Click here to view 14 actions\amendments associated with this company](#)

[Information Center](#) | [Election Center](#) | [Business Center](#) | [Licensing Center](#) | [Securities Center](#) | [Online Services](#) | [Contact Us](#) | [Sitemap](#)

101 N Carson Street Suite 3 Carson City, NV 89701 | (775) 684-5708
 © 2010 All Rights Reserved. [Privacy Policy and Disclaimer](#) | [About This Site](#)

EXHIBIT 4

- Hoemann, **412**
- Brad,

PL011949

Number:

412

File Sheets

Check Off Initials

BD

Date

10/8/08

1. Explorations Sheets

2. Information Sheet

3. Stock Info Sheet

4. Copy of Stock Cert

5. Returned Envelopes

6. Death Certificate

7. Misc.

✓ BUY BACK, NOT LINDY

3387.83

8. Reassignment

9. New Certificate

12/26/08 0/0 - Linda

MISSOURI DEPARTMENT OF SOCIAL SERVICES
FAMILY SUPPORT DIVISION
FINANCIAL INSTITUTION INFORMATION REQUEST

FROM:

NANCY L MEILER
WEST PLAINS FSD OFFICE
3417 DIVISION DRIVE, SUITE 3
WEST PLAINS MO 65775 5789

Telephone Number: (866) 313-9960
Fax Number: 417-257-2311

TO:

LARRY HAHN INVESTMENTS
2908 E LAKE MEAD BLVD
N LAS VEGAS NV 89030

Re: Parent BRADLEY C HOEMANN
Social Security Number:
Member ID 14980727

The Family Support Division (FSD) is responsible for establishing, enforcing and modifying support orders as required by federal and state law. FSD requests your assistance in providing information about the above-named parent (or alleged parent), who may be an officer, agent, employee, depositor, customer or the insured of your institution.

The following laws provide FSD with the legal authority to make this request:

* Federal regulation 45 CFR 303.3(b) requires FSD to attempt to locate specific parents and their sources of income and/or assets. FSD must solicit information from pertinent sources, including current or past employers, utility companies and financial references.

* Under Missouri Revised Statutes, Section 454.440.2, "...government agencies, businesses, and financial entities shall provide information (to FSD), if known or chronicled in their business records, notwithstanding any other provision of law making the information confidential." Your failure to respond to this request within 60 days could result in FSD requesting the Missouri Attorney General to file legal action against you. The court could assess civil penalties of up to \$100 per day.

Under penalty of law, employees or agents of FSD are prohibited from disclosing any information provided by an employer, business or financial entity unless it is directly related to the administration of the child support program (Section 454.440.9, RSMo).

Please forward your response to the address or fax number above. Thank you for your cooperation and prompt response in answering the questions below.

Janel R. Luck
Interim Director, Missouri Family Support Division


By (Representative of the Director) Date 04-18-2007

Current or Last-Known Address

Current or Last-Known Telephone No.

Checking Account Number

Is This Account Held in Two or More Names?
Yes No

Average Balance

Savings Account Number

Is This Account Held in Two or More Names?
Yes No

Average Balance

Certificate of Deposit Account No.

Is This Account Held in Two or More Names?
Yes No

Average Balance

Other Account No.(s)

Are These Other Accounts Held in Two or More Names?
Yes No
Yes No

Average Balance

Last-Known Employer Name / Last-Known Employer Address

Does your record show the Social Security number given above? Yes No

If no, what Social Security number is shown? Social Security Number

Information Provided By

Name / Title / Telephone Number / Date

MO 886-2378 (Rev. 6-05)
CSE-405A (Rev. 6-05)

PL011971

ADDITIONAL INFORMATION

1. This withholding order is a continuing order under Section 454.505, RSMo. It becomes a lien against any money, rights to money, credits, bonds, bills, notes, drafts, checks, or other forms of indebtedness that are due to the obligor that are in your possession or charge on the date you were served with this notice. It also attaches to any money that comes into your possession or charge after service, which otherwise belongs to or is owed to the obligor. (Section 454.505.4, RSMo) This order does not attach to any wages payable from you to the obligor.
2. If you fail or refuse to withhold income as this order directs, you are liable for the total amount you should have withheld from the obligor's income. (Section 454.505.8, RSMo)
3. Withholding under this order has priority over any other legal process under state law against the same income. For priority of withholdings when you receive two or more withholding orders against this obligor, reference attached copy of the law. (Section 454.505.7, RSMo)
4. Your compliance with this order cannot subject you to liability to the obligor for wrongful withholding. (Section 454.505.8, RSMo)
5. The Director of the Division of Child Support Enforcement may amend an income withholding order originally issued by the court without further action of the court. The Director's order "shall preempt and supersede" any previously issued judicial order. (Section 452.350.14, RSMo)
6. You may deduct an additional fee not to exceed \$6 per month to offset your withholding costs. (Section 454.505.3, RSMo)
7. If this is an original order (see page 1), a copy of Sections 454.460 and 454.505, RSMo, which constitute the authority for and describe the origins of this action, is attached.

NOTICE TO OBLIGOR

You must notify the Division of Child Support Enforcement if you can obtain health insurance coverage through an employer or group plan. If coverage is available, you must provide the name of the insurance provider. (Section 454.505.2, RSMo)

STATE OF MISSOURI, DEPARTMENT OF SOCIAL SERVICES
BEFORE THE DIRECTOR, DIVISION OF CHILD SUPPORT ENFORCEMENT

State of Missouri, ex. rel
ANDREA ALICE HOEMANN
SSN: 491-80-9474
Petitioner
vs.
BRADLEY C HOEMANN

County: TEXAS COUNTY
Circuit Court No.: CV804504DR
IV-D Case No.: 11074175
Mailing Date: 4-19-07

SSN:
Respondent

INCOME WITHHOLDING ORDER
Non-Employer Payor

TO:
HAHN'S WORLD OF SURPLUS, AKA
LARRY HAHN INVESTMENTS
2908 E LAKE MEAD BLVD
N LAS VEGAS, NV 89030

Obligor: BRADLEY C HOEMANN SSN:

This is an original order.

Sections 454.505 and 452.350.14, RSMo, authorize the Director of the Division of Child Support Enforcement to issue an income withholding order requiring you to deduct and pay over child support and/or state debt and/or arrearage payments.

The obligor owes a state debt and/or arrearage of \$6708.50.

You are, therefore, ordered to:

Withhold and pay over the amount of \$6708.50. This order attaches to any money that is now payable from you to the obligor, or that may become payable any time before this order is terminated.

Begin withholding no later than the first pay period that occurs 2 weeks after the mailing date. The mailing date is noted directly below the IV-D Case No. at the top of this page.

Send the withholding to the Family Support Payment Center, PO Box 109004, Jefferson City, MO 65110-9004. Please provide on or with each payment the obligor's name and Social Security number. You must also provide the date you withheld the payment from the obligor.

Send the withholding within 7 business days of the date the income was payable to the obligor.

Continue to withhold until further order of the Division of Child Support Enforcement or the court.

If you have questions, contact:
NANCY L MEILER
DCSE Investigator
WEST PLAINS FSD OFFICE
3417 DIVISION DRIVE, SUITE 3

WEST PLAINS, MO 65775 5789
Telephone Number: (866) 313-9960
For the hearing impaired: 1-800-735-2966

129
Janet R. Luck
Director, Missouri Division of Child Support Enforcement

By: *Heather K. Kinye*
Authorized Representative of the Director

Date: *April 18, 2007*

EXHIBIT 5

HWS Check/Receipt Analysis

Check No	Amount	Date	Memo Vendor	Bates No.	Receipt Bates No.
4366	\$ 2,000.00	4/24/2003	partial payment on loan bal 2800	PL006608	HS 50 of 108
4425	\$ 500.00	7/3/2003	Repaly 1/2 Loan	PL006664	HS 51 of 108
4468	\$ 2,945.29	8/18/03	Repay Loan		HS 51 of 108
4479	\$ 500.00	8/21/03			HS 52 of 108
4542	\$ 1,200.00	12/23/2003			
4589	\$ 2,000.00	3/15/04	Loan repayment	PL006822	HS 37-38 of 108
4861	\$ 288.41	5/10/2005	Larry Butler crossed out	PL006965	HS 54 of 108
5108	\$ 1,075.24	5/2/2006		PL007099	HS 54 of 108
5156	\$ 6,548.10	6/5/2006		PL007115	HS 39 of 108
71789178	\$ 275.00	9/28/2005	License Plate 558HYR, 1981 Cu	PL004352	
1069	\$ 459.47	01/02/07	No reason given	PL004630	KIBS 247-248 of 550/HS 49 of 108/ KO 07 4 of 37
1147	\$ 3,500.00	03/01/02	No reason given	PL004696	KIBS 185-186 of 550/HS 49 of 108
1164	\$ 3,446.84	03/23/07	Repairs Fuel food camp	PL004715	KIBS 195-196 of 550, HS 25-26 & 29 of 108
1165	\$ 4,059.31	02/23/07	No reason given	PL004716	KIBS 195-196 of 550, HS 25 of 108
1261	\$ 2,293.72	07/05/07	Parts & Supplies	PL004805	KIBS 85-86 of 550, HS 49 of 108, KO 07 29 37
1333	\$ 624.96	08/30/07	parts - misc- office	PL004882	KIBS 29-30 of 550, HS 50 of 108
1386	\$ 1,433.92	11/02/07	Fuel pars office food repair	PL004926	HS 50 of 108
1520	\$ 673.31	04/01/08	stamps & envelopes Cosco	PL005062	
1615	\$ 1,961.15	08/05/08	DOWN HOLE (PUMP?)	PL005149	
	\$ 35,784.72				

Receipts for HWS from August and October 2009 Discs

For Check	Amount	Date	Vendor	Bates No.	Notes on Receipts	Comments
5185	\$16.25	11/28/2000	Airgas	HS 2 of 108	Fleetweld	EIN dba HWS
5185	\$116.00	9/19/1999	Albertsons	HS 3 of 108	food	
5185			Albertsons	HS 3 of 108		Unreadable
5185	\$50.00	10/13/1999	Terry Bushing	HS 3 of 108	tools	handwritten receipt
5185	\$35.24		Vons	HS 4 of 108		unreadable
5185	\$35.92	7/17/1999	Home Depot	HS 4 of 108	Utility Ho	
5185	\$13.79	10/9/1999	Home Depot	HS 4 of 108		
5185	\$109.88		Albertsons	HS 4 of 108		Unreadable
5185	\$95.17	10/24/1999	PriceRite	HS 5 of 108	towels, food	Receipt folded in half
5185	\$90.53	8/1/1999	Albertsons	HS 5 of 108	food	
5185	\$34.74		Raleys	HS 6 of 108		unreadable
5185	\$106.07	12/1/1999	HWS	HS 6 of 108	coat, can't read other	for DI Collins
5185	\$3.21	5/29/2000	True Value	HS 6 of 108	silicone	

HWS Check/Receipt Analysis

For Check	Amount	Date	Vendor	Bates No.	Notes on Receipts	Comments
5185	\$79.11		Home Depot	HS 7 of 108	pipe insulation and foam	date covered over
5185	\$17.00	4/3/2001	Larry Butler	HS 7 of 108	knife	handwritten receipt
5185	\$40.00	11/19/1999	Ralph Lewis	HS 7 of 108	cash advance	handwritten receipt
5185	\$61.50	11/24/1999	Kokoweef	HS 8 of 108	lodge cast iron?	handwritten receipt
5185	\$83.20		Albertsons	HS 8 of 108		unreadable and folded
5185	\$25.00	8/16/1999	Jim Tree	HS 8 of 108	can't read	handwritten receipt
5185	\$12.58		Office Depot	HS 9 of 108		unreadable
5185	\$16.89		Albertsons	HS 9 of 108		unreadable
5185	\$20.91	1999	Wagon Wheel Buffet	HS 9 of 108	restaurant	
5185	\$47.86	6/1/2001	Sam's Club	HS 9 of 108	Cooler, watermelon	picnic
5185	\$17.00			HS 9 of 108		Unreadable
5185	\$22.56		Vons	HS 10 of 108		Unreadable
5185	\$8.56	9/3/2000	Albertsons	HS 10 of 108	donuts, lettuce	
5185	\$41.26			HS 10 of 108		Unreadable
5185	\$40.00	6/5/2001	Walt	HS 10 of 108	mine picnic teardown	handwritten receipt
5185	\$40.00	10/20/2002	Walt	HS 11 of 108	Explorations hydraulic work	handwritten receipt
5185	\$102.22	9/24/2000	Albertsons	HS 11 of 108	RJ, food,	Receipt folded
5185	\$96.56		Albertsons	HS 11 of 108	food	Receipt folded
5185	\$62.78		Albertsons	HS 11 of 108	food	Receipt folded
5185	\$25.00		Jim Tree	HS 11 of 108		handwritten receipt
5185	\$25.00	8/19/2000	Jim Tree	HS 11 of 108	battery	handwritten receipt
5185	\$40.00	no date	Walt	HS 11 of 108	Hyd System for Camp	handwritten receipt
5185	\$60.00	9/7/2001	Walt	HS 12 of 108	work gas	handwritten receipt
5185	\$73.62	9/18/2000	Albertsons	HS 13 of 108		unreadable and folded
5185	\$26.97		Albertsons	HS 13 of 108		Unreadable
5185	\$78.64		Albertsons	HS 13 of 108	food	folded
5185	\$60.00		Walt	HS 13 of 108		receipt from adding machine
5185	\$61.68		Albertsons	HS 14 of 108		folded
5185	\$12.34		Smart & Final	HS 14 of 108		unreadable
5185	\$12.93		Albertsons	HS 14 of 108		Unreadable, backwards
5185	\$247.90	12/1/2000	Sam's Club	HS 14 of 108	ladders and tile	
5185	\$45.76	9/29/2001	Sam's Club	HS 15 of 108	food, tie downs	26.92 for mine
5185	\$68.01	10/1/2001	Sam's Club	HS 15 of 108	Floral swag, rope light	43.43 for mine, used gift card
5185	\$32.31		Albertsons	HS 15 of 108		unreadable
5185	\$8.77	12/15/2000	Copy Shop	HS 15 of 108	Office supplies	
5185	\$38.01	9/23/2001	Albertsons	HS 16 of 108	food	folded

HWS Check/Receipt Analysis

For Check	Amount	Date	Vendor	Bates No.	Notes on Receipts	Comments
5185	\$24.45	9/2/2001	Albertsons	HS 16 of 108		unreadable
5185	\$12.99	9/18/2001	Water store	HS 16 of 108		
5185	\$115.08	8/9/2001	Payless Cashways	HS 17 of 108	bird seed, galv wire	
5185	\$25.00	10/14/2001		HS 17 of 108	Antifreeze dad to ralph	handwritten on tape receipt
5185	\$12.02		Albertsons	HS 17 of 108		unreadable
5185	\$23.25		Albertsons	HS 17 of 108		Unreadable
5185	\$58.40		Albertsons	HS 18 of 108		Unreadable
5185	\$90.49		Albertsons	HS 18 of 108	drill session didn't show	unreadable
5185	\$59.95	8/5/2001	Walt	HS 18 of 108	T-shirts, shorts	handwritten receipt
5185			Albertsons	HS 18 of 108		Unreadable
5185			Albertsons	HS 19 of 108		folded, no total
5185	\$101.28	11/29/2000		76 HS 19 of 108	fuel	694KPE
5185	\$40.00	10/21/2000	Walt	HS 19 of 108	explor-hyd syst for grader	
5185	\$123.37	10/21/2000	Albertsons	HS 20 of 108	food	folded
5185	\$89.58		Smart & Final	HS 20 of 108		unreadable
5185	\$52.37		Albertsons	HS 21 of 108		Unreadable
5185	\$73.22		Albertsons	HS 21 of 108		Unreadable
5185	\$24.27		Albertsons	HS 21 of 108		Unreadable
5185	\$74.82		Albertsons	HS 21 of 108		Unreadable
5185	\$94.97	11/19/2000	Albertsons	HS 22 of 108	food	
5185	\$21.42	7/22/1999	Officemax	HS 22 of 108	Hanging file,	
5185	\$43.49	12/20/2001	Sam's Club	HS 23 of 108	Antifreeze, envelopes	
5185	\$102.30	9/10/1999	Albertsons	HS 23 of 108		Receipt folded
5185	\$818.97	9/9/2001	Sam's Club	HS 23 of 108	food, gas grill	personal, store and mine 53.84
5185		9/7/2001	FedEx	HS 24 of 108	Ship to F NF F Construction	Sender HWS, store charge also
1164	\$40.00	9/1/2002	Walt Lueth	HS 26 of 108	work done 9/1/02 on rig	handwritten receipt
1164	\$40.00	7/30/2002	Walt	HS 26 of 108	work on rig	handwritten receipt
1164	\$2,234.50			HS 26 of 108	repairs	handwritten on tape receipt
1164	\$214.50			HS 27 of 108	mine purchase	handwritten note on blank paper
1164	\$300.00	4/20/2002	Charlie Powers	HS 27 of 108	mine	handwritten receipt
1164	\$40.00	5/5/2002	Walt	HS 27 of 108	Drill rig rehab gas for weldin	handwritten receipt
1164	\$40.00	8/27/2002	Walt	HS 28 of 108	work rig	handwritten receipt
1164	\$80.00	1/22/2002	Walt	HS 28 of 108	40 a day for drilling	handwritten receipt
1164	\$20.00	1/22/2002	Pilot Travel Center	HS 28 of 108	drill rig fuel	Gave 100 bill
1239	\$4.77	6/2/2004	Thrft Store	HS 30 of 108	Bread	for June 08 meeting
1239	\$1.76		Food4Less	HS 30 of 108	ice	for June 08 meeting

HWS Check/Receipt Analysis

For Check	Amount	Date	Vendor	Bates No.	Notes on Receipts	Comments
1239	\$21.95	6/2/2004	Food4Less	HS 30 of 108	Fruit	for June 08 meeting
1239		3/1/1900	Walmart	HS 30 of 108	lunch meet and coffee	for June 08 meeting
1239	\$7.28	6/5/2004	Vons	HS 31 of 108	grocery	Hans Reinhardt
1239	\$12.28	6/6/2004	Albertsons	HS 31 of 108	bakery	
1239	\$19.08	5/31/2004	Food4Less	HS 31 of 108	salad fixings	
1239	\$16.11	5/29/2004	Super Mercado	HS 32 of 108		paid with credit card
1239	\$11.00	6/5/2004	Smart & Final	HS 32 of 108	vinegar and steaks	
1239	\$34.02	6/5/2004	Smart & Final	HS 33 of 108	food and corkscrew	
1239	\$54.00	6/5/2004	Smart & Final	HS 33 of 108	food	
1239	\$22.79	5/31/2004	Fastway Food Mart	HS 34 of 108	Gas	Hans Reinhardt
1239		6/5/2004	Fastway Food Mart	HS 34 of 108		can't read total
4653	\$35.00	6/3/2004	Larry Butler	HS 35 of 108	Money given for meeting suj	for June 6, 2004 meeting
4653		5/29/2004	Sam's Club	HS 35 of 108	food	for store and mine
4653	\$29.99		Albertsons	HS 35 of 108		unreadable
4653	\$8.36	6/30/2004	Albertsons	HS 35 of 108	gum, bread, candy, milk	
4653	\$218.95	6/5/2004	Sam's Club	HS 36 of 108	Cooler, propane cyln, wrench	Total 218.95, for store and mine
5168	\$28.31	6/2/2000	Smart & Final	HS 40 of 108	can't read	for annual meeting
5168	\$6.96	6/24/2000	Meads Hardware	HS 40 of 108	hardware	
5168			Albertsons	HS 40 of 108		Unreadable
5168	\$36.51	6/18/2005	Checker Auto Parts	HS 40 of 108	sealant	
5168	\$9.82	11/2/2001	Home Depot	HS 41 of 108	Expansion	
5168	\$7.35	9/11/2002	Home Depot	HS 41 of 108	spray paint, 1 strap	says for rig
5168			Food4Less	HS 41 of 108	cat food	
5168	\$500.00		HWS	HS 42 of 108	loan	handwritten note
5168	\$750.00		HWS	HS 42 of 108	loan	handwritten note
5168	\$192.41	6/9/2000	Rebel Oil	HS 42 of 108	Diesel fuel	694KPE
5168	\$150.72	10/2/1999	Home Depot	HS 42 of 108	waterseal, blade, wheel	mine and store
5168	\$41.59	5/29/2003	Home Depot	HS 42 of 108	Trash cans	
5168	\$10.14		Home Depot	HS 43 of 108		unreadable
5168	\$96.00		Albertsons	HS 43 of 108		backward and unreadable
5168	\$60.65		Albertsons	HS 43 of 108		backward and unreadable
5168	\$720.00	6/30/2002		HS 44 of 108	Annual phone bill	on handwritten note pad
5168	\$40.00		Lee Williams	HS 44 of 108	draw work done	handwritten receipt
5168	\$44.62	8/3/2003	Sam's Club	HS 44 of 108	food and envelopes	envelopes for mine 20.14
5168	\$720.00			HS 44 of 108	phone bill	another hand written yellow note
5168	\$30.08	7/20/2003	Vons	HS 45 of 108		unreadable

HWS Check/Receipt Analysis

For Check	Amount	Date	Vendor	Bates No.	Notes on Receipts	Comments
5168	\$30.36	5/27/2003	Sam's Club	HS 45 of 108	ice, water	
5168	\$106.77	5/29/2003	Sam's Club	HS 45 of 108	pop	mine meeting
5168	\$161.24	6/25/1905	Sam's Club	HS 45 of 108	Grm machine, food, unsure	
5168	\$42.73	5/31/2003	Sam's Club	HS 46 of 108	Cooler, food	Only cooler applied to mine
5168	\$100.00	9/26/2002	George Owen	HS 46 of 108	mine	handwritten receipt
5168	\$16.09	5/28/2003		HS 46 of 108	Long ammo boxes	handwritten receipt
5168	\$77.53	4/29/2003	Walmart	HS 46 of 108	towels, cleaning supplies	
5168	\$67.86		Albertsons	HS 47 of 108		Unreadable
5168	\$67.80	6/18/2006	Albertsons	HS 47 of 108		unreadable
5168		10/10/1999	Albertsons	HS 47 of 108	food	receipt folded
5168	\$89.11		Albertsons	HS 48 of 108		unreadable and folded
5168	\$60.57		Albertsons	HS 48 of 108		unreadable and folded
	\$2,001.34			HS 56 of 108		adding machine tape
	\$205.01	1/5/2003	Charlie Powers	HS 57 of 108	clothes, books, wallet	handwritten receipt
	\$285.27	1/17/2003	Ken Powers	HS 57 of 108	coat, hat, clothes	handwritten receipt
	\$6.37	6/3/2002	Harbor Freight Tools	HS 57 of 108	grinding	
	\$40.00		Walt	HS 58 of 108	work rig	handwritten receipt
	\$40.00		Walt	HS 58 of 108	rig repair (compressor)	handwritten receipt
	\$40.00		Walt	HS 58 of 108	work on rig	handwritten receipt
	\$240.00	10/12/2002	George Owen	HS 59 of 108	work on rig	handwritten receipt
	\$18.18	12/12/2001	Walt Lueth	HS 59 of 108	sweats	handwritten receipt
	\$35.38	no date	Charlie Powers	HS 59 of 108	boots	handwritten receipt
	\$33.70		Albertsons	HS 60 of 108		unreadable
	\$29.88			HS 60 of 108		unreadable
		2/7/2003	FedEx	HS 61 of 108	shipping from HWS to BLM	Mixed store and mine
	\$78.75	3/8/2003	UPS	HS 62 of 108	shipping	Mixed store and mine
	\$15.47	2/25/2004	Home Depot	HS 63 of 108	Drywall, wrench, other	Mixed store and mine
	\$89.00		Kincaid's Flowers	HS 64 of 108		Sold to Hahn's
	\$24.56		Albertsons	HS 65 of 108		unreadable
	\$20.00		Ralph Lewis	HS 65 of 108	Map copies	handwritten receipt
	\$40.00	9/9/2002	Walt	HS 66 of 108	work on rig	handwritten receipt
	\$40.00	9/8/2002	Walt	HS 66 of 108	Rig repair	handwritten receipt
	\$40.00	8/9/2002	Walt	HS 66 of 108	rig work	handwritten receipt
	\$40.00	8/21/2002	Walt	HS 67 of 108	work rig	handwritten receipt
	\$40.00	8/29/2002	Walt	HS 67 of 108	work rig	handwritten receipt
	\$40.00	8/28/2002	Walt	HS 67 of 108	work on rig	handwritten receipt

HWS Check/Receipt Analysis

For Check Amount	Date	Vendor	Bates No.	Notes on Receipts	Comments
\$7.54	8/9/2002		HS 68 of 108	parts	
\$55.58		Walt	HS 68 of 108	rig repair material ?	handwritten receipt
\$7.58	8/14/2002	Meads Hardware	HS 68 of 108	to polish crank shaft	
\$27.02		Home Depot	HS 69 of 108		unreadable
\$21.27		Albertsons	HS 69 of 108		unreadable
\$7.98		Albertsons	HS 69 of 108		unreadable
\$45.00	11/20/2002	Carburetor Factory	HS 70 of 108	10/4 1bl Kohler	
\$123.55	5/3/2003	Sam's Club	HS 71 of 108	food	store, mine, personal
\$466.12	3/8/2003	Sam's Club	HS 72 of 108	Marine battery, deep cycle,	307.50 for mine
\$89.23	varied	vendor cut off	HS 73 of 108	flowers	Phil Herman Funeral
\$42.99	1/28/2004	Costco	HS 74 of 108	envelopes, food, batteries	envelopes for min 19.33
\$2,656.29			HS 75 of 108	parts	tape register of figures
\$120.00	5/5/2007	Food4Less Fuel	HS 75 of 108	fuel	Marked paid check 1193- cash
\$42.30		Home Depot	HS 75 of 108		unreadable
\$2.13	2/8/2002		HS 75 of 108	Sony Vtape	
\$8.42	5/30/2002	vendor cut off	HS 75 of 108		can't read items
\$55.54	4/1/2002	Smart & Final	HS 76 of 108		can't read items
\$2.98		Pep Boys	HS 76 of 108		can't read total
	2/8/2002	Home Depot	HS 76 of 108	tape	#18898 written on receipt
\$128.57	12/12/2001	Home Depot	HS 76 of 108	oil	unreadable
\$59.23	11/18/0?	Home Depot	HS 77 of 108	deep cycle, batteries	
\$319.84	4/15/2002	Sam's Club	HS 77 of 108	drill rig	unreadable
\$18.79		Pep Boys	HS 77 of 108	drill rig	unreadable
\$25.70		Pep Boys	HS 77 of 108	drill rig	unreadable
\$104.40	9/1/2001	Carquest	HS 77 of 108	Brake cylinder	sold to HWS
	9/19/2006	Grainger	HS 78 of 108	Wheel mounted	sold to HWS - Larry Butler
					Sold to HWS -
					Walt Lueeth, paid
					by check 19205
					mine 605.99 and store 119.86
\$551.73	3/5/2002	Grainger	HS 78 of 108	Pipe die, threading	
\$673.64	3/23/2007	Home Depot	HS 79 of 108	varied parts	
\$21.54	6/13/2002	McCandless International	HS 80 of 108	vivdash replacing	
\$14.95	6/14/2002	Parts Distribution Services	HS 81 of 108	chk vlv a/m	sold to Vegas Misc. drill rig
	4/25/2002	TPE Co.	HS 82 of 108	service kit	sold to HWS
\$551.75	3/5/2002	Grainger	HS 83 of 108	Pipe die, threading	Sold to HWS - Walt L. drill rig
		Alternative Hose, Inc.	HS 83 of 108		
\$230.00	5/9/2003	Lyllia Ewell	HS 84 of 108	Phone702-823-2682	handwritten receipt
	4/21/2003	Meads Hardware	HS 84 of 108	plumbing	
\$79.85	2/28/2003	Ken Powers	HS 84 of 108	boots	handwritten receipt

HWS Check/Receipt Analysis

For Check Amount	Date	Vendor	Bates No.	Notes on Receipts	Comments
\$49.90	2/13/2003	Ken Powers	HS 84 of 108	top, pants	handwritten receipt
\$1.79	4/21/2003	Meads Hardware	HS 84 of 108	plumbing	
\$27.70		Radio Shack	HS 84 of 108	camera	unreadable, handwritten
	4/8/2003	vendor cut off	HS 85 of 108	87 Dodge Caravan	sold to HWS
	4/5/2003	Sam's Club	HS 86 of 108	mine 122.11, store 95.59 for mine/store, 20753 written on	
	3/7/2003	Thatcher Company	HS 87 of 108	surfactant	HWS Check attached 20611
	8/10/2003	Checker Auto Parts	HS 88 of 108		375.42 mine, 500 store
	5/31/2005	EZ Pawn	HS 89 of 108	Power inverter	
			HS 90 of 108		unreadable
	5/5/2004	Sam's Club	HS 90 of 108	T-shirts, jacket, food, envelope mine, store personal	
		Albertsons	HS 90 of 108	camp	unreadable
	1/9/2002	vendor cut off	HS 91 of 108	pump, hose, for Frank and n paid with check 20364	
	11/30/2003		HS 92 of 108	fuel	
		Albertsons	HS 92 of 108	food	
	8/30/2003	Sam's Club	HS 92 of 108	ice	
	8/30/2003	Sam's Club	HS 92 of 108	food	mine 156.62, personal 23.96
	8/31/2003	Rebel Oil	HS 93 of 108	gas	694KPQE sold to HWS
	6/30/2003	phone	HS 93 of 108	Annual phone bill	handwritten on memo pad
	4/27/2006	Lowe's	HS 93 of 108		
	8/28/2003	Sam's Club	HS 94 of 108	deep cycle	mine
	3/22/2004		HS 94 of 108	lam roll trim	
	10/16/2003	Gary Delia	HS 94 of 108	master cylinder for frank up	handwritten receipt
		Albertsons	HS 94 of 108		unreadable
	12/29/2003		HS 95 of 108	fuel	
		Meads Hardware	HS 95 of 108		cut off
	5/29/2005		HS 95 of 108	camera parts cash draw	handwritten receipt
	8/25/2002	Auto Zone	HS 95 of 108	brake fluid	
	6/22/2005	Walmart	HS 95 of 108	water	
	4/25/2003	Albertsons	HS 95 of 108	food	
	10/10/2004	Albertsons	HS 96 of 108	food	
		Charley Powers	HS 96 of 108	shirt	handwritten receipt
	9/22/2005	Arco	HS 96 of 108	gas	
	4/15/2003	Sewer Cable Equip	HS 97 of 108	Skip ring assay, build real c	Sold to HWS
	7/23/2003	Sam's Club	HS 97 of 108		
		Albertsons	HS 98 of 108		Unreadable
	1/26/2003	Albertsons	HS 98 of 108	food	

HWS Check/Receipt Analysis

For Check	Amount	Date	Vendor	Bates No.	Notes on Receipts	Comments
5108		10/30/2002	Albertsons	HS 98 of 108	food	
		11/21/2003		HS 98 of 108	draw for mine starter and tire tape register	
		3/30/2003	Rebel Oil	HS 99 of 108	fuel	sold to HWS
		5/17/2003	Rebel Oil	HS 99 of 108	fuel	sold to EIN
		4/24/2003	Charley Powers	HS 99 of 108	work on camera	handwritten receipt
		5/25/2006	Dan Smelser	HS 100 of 108	detailing on tram	handwritten receipt
		5/25/2003	Hans Reinhardt	HS 100 of 108	food for picnic	handwritten receipt
		4/11/2003	Sam's Club Membership	HS 100 of 108	L.B.	note on blank paper
			Albertsons	HS 100 of 108		top of receipt only
			Albertsons	HS 100 of 108		top of receipt only
			Albertsons	HS 100 of 108		top of receipt only
						tape register.
						21,127.95
4708		5/6/2006		HS 101 of 108		balance to store
		6/20/2005	Crown Service	HS 101 of 108	tires	
		1/14/2006	S & K Foods	HS 101 of 108	gas	
		1/24/2005	Albertsons	HS 101 of 108	food	
		3/5/2005	Sam's Club	HS 102 of 108	food, hydraulic	
		10/13/2004	Sam's Club	HS 102 of 108	deep cycle, batteries, auto	200 for mine
			Pep Boys	HS 102 of 108	Repair kit	
		1/24/2005	Rebel Oil	HS 102 of 108	gas	
		5/25/2005	Albertsons	HS 103 of 108	food and sandwiches	
		7/16/2005	Checker Auto Parts	HS 103 of 108	tire repair, valve, diesel kleen	
		8/12/2005	Checker Auto Parts	HS 103 of 108	Antifreeze	
		3/20/2005		HS 103 of 108	gas	
		9/18/2005	Pep Boys	HS 104 of 108		
		11/14/2006	Albertsons	HS 104 of 108	bakery	folded
		8/26/2004	Sam's Club	HS 105 of 108	bubble wrap, paper, envelope mine 40.38, store 62.87	
		8/13/2004	USPS	HS 106 of 108	stamps and priority mail	store and mine
		8/26/2004		HS 107 of 108		tape register
		10/2/2002		HS 107 of 108	George coat	
				HS 107 of 108	socks	handwritten receipt
		5/24/2003	Sam's Club	HS 107 of 108	food	
		6/30/2003	Phone bill	HS 107 of 108	bill for the year	written on note paper
		6/26/1905	Albertsons	HS 108 of 108	food	
		7/25/2004	Albertsons	HS 108 of 108	food	
		7/11/2004	Albertsons	HS 108 of 108	food	

EXHIBIT 6

CHECKS ISSUED TO THIRD PARTIES OR CASH AND CASHED AT HAHN'S WORLD OF SUPRLUS

Check No.	Amount	Date	Paid To	From	Notes	Bates NO.	OTHER
3975	\$ 100.00	4/16/2002	Charley Powers	EIN	Run Utah	PL001186	
3980	\$ 154.85	4/17/2002	Norm Gaines	EIN	Trip to Utah	PL001188	
3981	\$ 100.00	4/18/2002	Walt Lueth	EIN	No reason given	PL001190	
3982	\$ 100.00	4/18/2002	Jim Serrill	EIN	No reason given	PL001191	
3984	\$ 1,300.00	4/22/2002	Hahn's Surplus	EIN	No reason given	PL001192	
3985	\$ 187.00	4/24/2002	Jerry McKee	EIN	No reason given	PL001197	
3990	\$ 673.80	4/26/2002	Norm Gaines	EIN	Dakota	PL001199	
3994	\$ 200.00	4/29/2002	Cash	EIN	Gas	PL001200	
4004	\$ 100.00	5/7/2002	Greg Hahn	EIN	Finders Fee	PL001209	
3998	\$ 48.21	5/1/2002	Larry Butler	EIN	No reason given	PL001211	
4000	\$ 158.30	5/1/2002	Larry Butler	EIN	No reason given	PL001212	
4003	\$ 299.58	5/3/2002	Jim Serrill	EIN	No reason given	PL001216	
4012	\$ 29.95	5/13/2002	Jerry McKee	EIN	No reason given	PL001219	
4019	\$ 111.87	5/16/2002	Joan Latz	EIN	No reason given	PL001226	
4022	\$ 300.00	5/17/2002	Jim Serrill	EIN	No reason given	PL001229	
4023	\$ 135.00	5/18/2002	Walt Lueth	EIN	No reason given	PL001230	
4043	\$ 69.82	5/30/2002	Jim Serrill	EIN	Supplies Camp	PL001252	
4044	\$ 219.00	5/30/2002	Larry Butler	EIN	No reason given	PL001253	
4045	\$ 120.00	5/31/2002	Charley Powers	EIN	No reason given	PL001254	
4046	\$ 300.00	5/31/2002	Cash	EIN	Meeting	PL001255	
4050	\$ 115.97	6/4/2002	Joan Latz	EIN	Food Camp	PL001259	
4052	\$ 78.11	6/7/2002	Jim Serrill	EIN	No reason given	PL001261	
4053	\$ 100.00	6/7/2002	Skip Wynia	EIN	No reason given	PL001262	
4056	\$ 200.00	6/14/2002	Henry Broussard	EIN	600 bal	PL001265	
4057	\$ 37.16	6/14/2002	Jim Serrill	EIN	No reason given	PL001266	
4059	\$ 42.68	6/17/2002	Gale Handegard	EIN	No reason given	PL001267	
4061	\$ 180.00	6/19/2002	Mario Escar Casa	EIN	Compressor	PL001270	
4065	\$ 213.95	6/21/2002	Larry Butler	EIN	No reason given	PL001272	
4071	\$ 104.95	6/27/2002	Jim Serrill	EIN	Food Camp	PL001279	
4075	\$ 100.00	7/3/2002	Skip Wynia	EIN	Interest	PL001283	
4076	\$ 64.31	7/3/2002	Pat McGourin	EIN	No reason given	PL001285	
4077	\$ 100.00	7/3/2002	Walt Lueth	EIN	No reason given	PL001286	
4083	\$ 55.00	7/11/2002	Cash	EIN	All Hose	PL001292	
4084	\$ 80.13	7/12/2002	Jim Serrill	EIN	Food Camp	PL001293	

CHECKS ISSUED TO THIRD PARTIES OR CASH AND CASHED AT HAHN'S WORLD OF SUPRLUS

Check No.	Amount	Date	Paid To	From	Notes	Bates NO.	OTHER
4088	\$ 200.00	7/16/2002	Henry Broussard	EIN	No reason given	PL001295	
4089	\$ 71.54	7/18/2002	Joan Latz	EIN	No reason given	PL001298	
4091	\$ 1,009.27	7/19/2002	Hahn's Surplus	EIN	and Parts	PL001299	
4095	\$ 168.00	7/23/2002	Walt Lueth	EIN	No reason given	PL001302	
4100	\$ 260.06	7/24/2002	Larry Butler	EIN	No reason given	PL001303	
4109	\$ 49.40	8/6/2002	Joan Latz	EIN	No reason given	PL001318	
4114	\$ 65.03	8/9/2002	Jim Serrill	EIN	No reason given	PL001319	
4115	\$ 100.00	8/9/2002	Skip Wynia	EIN	No reason given	PL001320	
4121	\$ 200.00	8/15/2002	Henry Broussard	EIN	No reason given	PL001332	
4128	\$ 231.21	8/27/2002	Larry Butler	EIN	replace receipts	PL001335	
4138	\$ 59.05	8/30/2002	Jim Serrill	EIN	No reason given	PL001344	
4139	\$ 100.00	9/4/2002	Skip Wynia	EIN	No reason given	PL001347	
4146	\$ 100.00	9/10/2002	Walt Lueth	EIN	No reason given	PL001354	
4148	\$ 88.81	9/11/2002	Joan Latz	EIN	Food Camp	PL001357	
4149	\$ 171.57	9/12/2002	Larry Butler	EIN	No reason given	PL001358	
4155	\$ 75.87	9/20/2002	Jim Serrill	EIN	No reason given	PL001361	
4163	\$ 100.00	9/23/2002	George Owens	EIN	No reason given	PL001370	
4166	\$ 60.49	9/24/2002	Charley Powers	EIN	All Hose Parts	PL001371	
4167	\$ 131.26	9/24/2002	George Owens	EIN	No reason given	PL001372	
4168	\$ 500.00	9/25/2002	Al Wheeler	EIN	Fuel	PL001379	
4170	\$ 100.00	9/25/2002	George Owens	EIN	No reason given	PL001380	
4178	\$ 200.00	10/1/2002	George Owens	EIN	No reason given	PL001385	
4182	\$ 157.36	10/5/2002	Larry Butler	EIN	No reason given	PL001391	
4183	\$ 100.00	10/7/2002	Skip Wynia	EIN	40088	PL001393	
4188	\$ 150.00	10/14/2002	Charley Powers	EIN	No reason given	PL001397	
4190	\$ 150.00	10/14/2002	George Owens	EIN	No reason given	PL001399	
4197	\$ 150.00	10/24/2002	Jesse Michael	EIN	Oil	PL001407	
4201	\$ 360.00	10/25/2002	Charley Colker	EIN	Camp	PL001405	
4184	\$ 450.00	10/8/2002	George Owens	EIN	No reason given	PL001412	
4207	\$ 234.47	10/31/2002	Larry Butler	EIN	Receipt	PL001410	
4210	\$ 111.20	11/1/2002	Jim Serrill	EIN	No reason given	PL001414	
4217	\$ 150.00	11/6/2002	Charley Powers	EIN	Receipts refund	PL001423	
4220	\$ 141.25	11/11/2002	Bill Rudisell	EIN	Extinguishers	PL001425	
4222	\$ 100.00	11/11/2002	Joan Latz	EIN	No reason given	PL001427	

CHECKS ISSUED TO THIRD PARTIES OR CASH AND CASHED AT HAHN'S WORLD OF SUPRLUS

Check No.	Amount	Date	Paid To	From	Notes	Bates NO.	OTHER
4238	\$ 300.00	12/2/2002	Walt Burbridge	EIN	can't read	PL001444	
4239	\$ 203.67	12/2/2002	Larry Butler	EIN	No reason given	PL001445	
4240	\$ 280.00	12/3/2002	Lylia Ewell	EIN	No reason given	PL001446	
4241	\$ 217.00	12/2/2002	Jim Serrill	EIN	No reason given	PL001449	
4243	\$ 120.00	12/9/2002	Cash	EIN	Electric Starter	PL001451	
4244	\$ 90.00	12/10/2002	Skip Wynia	EIN	Interest	PL001452	
4245	\$ 357.77	12/11/2002	Hahn's Surplus	EIN	No reason given	PL001453	
4247	\$ 147.10	12/12/2002	Jim Serrill	EIN	No reason given	PL001455	
4248	\$ 200.00	12/12/2002	Charley Powers	EIN	Insurance	PL001456	
4249	\$ 150.00	12/12/2002	Joe Dapper	EIN	No reason given	PL001457	
4251	\$ 300.00	12/16/2002	Charley Powers	EIN	No reason given	PL001458	
4260	\$ 90.00	1/3/2003	Skip Wynia	EIN	Interest	PL001466	
4262	\$ 171.00	1/2/2003	Larry Butler	EIN	No reason given	PL001468	
4269	\$ 52.58	1/13/2003	Jim Serrill	EIN	No reason given	PL001476	
4285	\$ 400.00	1/27/2003	Frank Rowley	EIN	Investment	PL001490	
4286	\$ 330.28	1/29/2003	Larry Butler	EIN	food camp	PL001491	
4290	\$ 94.90	1/31/2003	Jim Serrill	EIN	No reason given	PL001493	
4293	\$ 90.00	2/4/2003	Skip Wynia	EIN	Interest on Loan	PL001496	
4296	\$ 200.00	2/4/2003	Charley Powers	EIN	Food for camp	PL001499	
4299	\$ 220.00	2/6/2003	Lylia Ewell	EIN	Loan	PL001504	
4300	\$ 49.49	2/6/2003	Jim Serrill	EIN	No reason given	PL001505	
4305	\$ 209.50	2/11/2003	Larry Butler	EIN	No reason given	PL001510	
4306	\$ 226.57	2/13/2003	Charley Powers	EIN	Food for camp	PL001511	
4308	\$ 178.52	2/17/2003	Charley Powers	EIN	Return receipts	PL001513	
4309	\$ 300.00	2/19/2003	Edith Peterson	EIN	Investment in	PL001520	
4312	\$ 164.41	2/25/2003	Charley Powers	EIN	Camp supplies	PL001521	
4316	\$ 293.00	3/3/2003	Jim Hanhardt	EIN	Travel	PL001522	
4317	\$ 90.00	3/6/2003	Skip Wynia	EIN	Interest	PL001523	
4328	\$ 282.56	3/11/2003	Larry Butler	EIN	No reason given	PL001532	
4329	\$ 300.00	3/12/2003	Jesse Michael	EIN	No reason given	PL001533	
4331	\$ 128.41	3/14/2003	Charley Powers	EIN	No reason given	PL001534	
4333	\$ 95.55	3/18/2003	Joan Latz	EIN	Camp supplies	PL001536	
4579	\$ 90.00	2/2/2004	Skip Wynia	EIN	Interest	PL001539	
4631	\$ 120.00	5/11/2004	Frank Williams	EIN	Batteries	PL001541	

Same receipt on 12 of 137

CHECKS ISSUED TO THIRD PARTIES OR CASH AND CASHED AT HAHN'S WORLD OF SUPRLUS

Check No.	Amount	Date	Paid To	From	Notes	Bates NO.	OTHER
4632	\$ 50.00	3/11/2004	Kyle Douthill	EIN	No reason given	PL001542	
4633	\$ 272.86	3/11/2004	Larry Butler	EIN	No reason given	PL001543	
4638	\$ 85.00	3/24/2004	Cash	EIN	Fuel	PL001546	
4643	\$ 300.00	6/2/2004	Cash	EIN	Food	PL001551	
4644	\$ 90.00	6/3/2004	Skip Wynia	EIN	No reason given	PL001552	
4646	\$ 51.56	6/3/2004	Larry Butler	EIN	No reason given	PL001553	
4655	\$ 80.03	6/8/2004	Joan Latz	EIN	No reason given	PL001560	
4661	\$ 150.00	6/15/2004	Dennis Gates	EIN	Camera	PL001567	
4662	\$ 125.00	6/16/2004	Cash	EIN	Hilti	PL001566	
4665	\$ 50.00	6/21/2004	Toni Hargraves	EIN	80058035	PL001573	
4670	\$ 90.00	7/1/2004	Skip Wynia	EIN	July Payment	PL001576	
4671	\$ 181.99	7/6/2004	Joan Latz	EIN	Food for camp	PL001579	
4672	\$ 265.48	7/7/2004	Larry Butler	EIN	No reason given	PL001578	
4682	\$ 100.00	7/26/2004	Cash	EIN	Gas	PL001587	
4687	\$ 120.00	7/28/2004	Tim Weldon	EIN	Hammer	PL001592	
4688	\$ 375.00	7/28/2004	Tim Weldon	EIN	Saw	PL001591	
4695	\$ 90.00	8/4/2004	Skip Wynia	EIN	No reason given	PL001600	
4696	\$ 216.43	8/9/2004	Joan Latz	EIN	No reason given	PL001602	
4703	\$ 200.00	8/16/2004	Ralph Lewis	EIN	Claim Work	PL001603	
4706	\$ 125.00	8/19/2004	Cash	EIN	No reason given	PL001607	
4707	\$ 80.00	8/23/2004	Tim Weldon	EIN	No reason given	PL001610	
4708	\$ 1,011.02	8/26/2004	Hahn's Surplus	EIN	Parts Repay	PL001611	
4718	\$ 292.55	9/1/2004	Larry Butler	EIN	No reason given	PL001619	
4721	\$ 90.00	9/2/2004	Skip Wynia	EIN	Interest	PL001618	
4726	\$ 160.00	9/2/2004	Gary Delia	EIN	No reason given	PL001627	
4741	\$ 222.44	10/4/2004	Joan Latz	EIN	No reason given	PL001644	
4742	\$ 172.37	10/6/2004	Larry Butler	EIN	No reason given	PL001645	
4747	\$ 700.00	10/14/2004	Hahn's Surplus	EIN	Battery	PL001648	
4754	\$ 90.00	11/2/2004	Skip Wynia	EIN	Nov Interest	PL001657	
4757	\$ 294.41	11/10/2004	Larry Butler	EIN	No reason given	PL001662	
4766	\$ 90.00	12/2/2004	Skip Wynia	EIN	No reason given	PL001668	
4769	\$ 279.90	12/2/2004	Larry Butler	EIN	No reason given	PL001669	
4771	\$ 202.07	12/6/2004	Joan Latz	EIN	No reason given	PL001672	
4776	\$ 146.81	12/15/2004	Larry Butler	EIN	No reason given	PL001677	

CHECKS ISSUED TO THIRD PARTIES OR CASH AND CASHED AT HAHN'S WORLD OF SUPRLUS

Check No.	Amount	Date	Paid To	From	Notes	Bates NO.	OTHER
4782	\$ 200.00	12/28/2004	Ralph Lewis	EIN	till Feb	PL001683	
4786	\$ 35.00	12/6/2005	Larry Butler	EIN	gas camp	PL001687	
4788	\$ 216.77	1/10/2005	Joan Latz	EIN	Food for camp	PL001689	
4789	\$ 212.84	1/12/2005	Larry Butler	EIN	No reason given	PL001690	
4800	\$ 90.00	2/2/2005	Skip Wynia	EIN	Interest	PL001702	
4807	\$ 260.11	2/11/2005	Larry Butler	EIN	No reason given	PL001711	
4810	\$ 150.00	2/21/2005	Cash	EIN	No reason given	PL001712	
4817	\$ 90.00	3/1/2005	Skip Wynia	EIN	Interest on Loan	PL001721	
4820	\$ 150.00	3/4/2005	Charlie Collier	EIN	Camera	PL001722	
4822	\$ 248.00	3/7/2005	Joan Latz	EIN	Food for camp	PL001723	
4839	\$ 162.35	4/4/2005	Joan Latz	EIN	No reason given	PL001741	
4841	\$ 161.31	4/6/2005	Larry Butler	EIN	Food gas camp	PL001743	
4851	\$ 90.00	5/3/2005	Skip Wynia	EIN	No reason given	PL001750	
4853	\$ 272.76	5/4/2005	Joan Latz	EIN	Food Camp	PL001751	
4854	\$ 35.00	5/4/2005	Larry Butler	EIN	Phone	PL001752	
4940	\$ 100.00	9/14/2005	Werner Burgess	EIN	Machine Work	PL001760	
4950	\$ 620.00	9/23/2005	Christina Hahn	EIN	credit card	PL001770	
4964	\$ 250.00	9/29/2005	Jim Berg	EIN	Trailer	PL001776	
4965	\$ 203.06	9/30/2005	Cash	EIN	No reason given	PL001777	
4967	\$ 157.11	10/3/2005	Joan Latz	EIN	Food for Camp	PL001783	
4982	\$ 225.39	10/26/2005	Larry Butler	EIN	No reason given	PL001796	
4984	\$ 80.00	11/1/2005	Skip Wynia	EIN	No reason given	PL001800	
4988	\$ 191.00	11/4/2005	Joan Latz	EIN	No reason given	PL001806	
4994	\$ 283.54	11/9/2005	Larry Butler	EIN	camp	PL001807	
5002	\$ 251.57	12/5/2005	Joan Latz	EIN	No reason given	PL001816	
5006	\$ 62.06	12/8/2005	Cash	EIN	MEADS Parts	PL001821	
5007	\$ 173.64	12/8/2005	Larry Butler	EIN	No reason given	PL001820	
5017	\$ 80.00	1/3/2006	Skip Wynia	EIN	No reason given	PL001832	
5019	\$ 100.00	1/5/2006	Werner Burgess	EIN	No reason given	PL001831	
5023	\$ 500.00	1/10/2006	Hahn's Surplus	EIN	No reason given	PL001834	
5026	\$ 186.69	1/17/2006	Joan Latz	EIN	No reason given	PL001843	
5088	\$ 168.63	3/30/2006	Larry Butler	EIN	No reason given	PL001846	
5093	\$ 126.89	4/4/2006	Joan Latz	EIN	No reason given	PL001847	
5107	\$ 80.00	5/1/2006	Skip Wynia	EIN	No reason given	PL001853	

CHECKS ISSUED TO THIRD PARTIES OR CASH AND CASHED AT HAHN'S WORLD OF SUPRLUS

Check No.	Amount	Date	Paid To	From	Notes	Bates NO.	OTHER
5111	\$ 35.00	5/3/2006	Larry Butler	EIN	phone	PL001856	
5115	\$ 393.21	5/4/2006	Hahn's Surplus	EIN	No reason given	PL001855	
5137	\$ 323.58	5/24/2006	Larry Butler	EIN	No reason given	PL001875	
5144	\$ 153.53	5/29/2006	Christina Hahn	EIN	No reason given	PL001879	
5147	\$ 164.82	5/29/2006	Joan Latz	EIN	No reason given	PL001883	
5155	\$ 177.29	6/5/2006	Cash	EIN	No reason given	PL001886	
5168	\$ 3,050.00	6/15/2006	Hahn's Surplus	EIN	Supplies	PL001893	
5179	\$ 322.50	6/23/2006	Cash	EIN	No reason given	PL001906	
5185	\$ 4,215.54	6/23/2006	Hahn's Surplus	EIN	No reason given	PL001907	
5187	\$ 75.00	6/28/2006	Tony Patri	EIN	No reason given	PL001913	
5196	\$ 131.73	7/5/2006	Larry Butler	EIN	No reason given	PL001922	
5228	\$ 70.00	8/1/2006	Skip Wynia	EIN	Interest	PL001953	
5229	\$ 110.00	8/2/2006	Hoyt Chancey	EIN	No reason given	PL001952	
5230	\$ 284.65	8/4/2006	Larry Butler	EIN	camp	PL001954	
5232	\$ 268.04	8/7/2006	Joan Latz	EIN	No reason given	PL001958	
5263	\$ 150.00	9/7/2006	Cash	EIN	No reason given	PL001979	
5286	\$ 200.00	10/2/2006	Ralph Lewis	EIN	Claim filing trip	PL002004	
5287	\$ 288.40	9/5/2006	Larry Butler	EIN	No reason given	PL002009	
5297	\$ 338.00	10/17/2006	Ralph Lewis	EIN	survey	PL002017	
5307	\$ 100.00	2/12/2007	Cash	EIN	DL Refund	PL002027	
4033	\$ 104.53	5/24/2002	Jim Serrill	EIN	No reason given	PL001239	
4067	\$ 100.00	6/24/2003	Cash	EIN	Fuel	PL001273	
4078	\$ 45.00	7/5/2002	Jim Serrill	EIN	No reason given	PL001287	
4081	\$ 100.00	7/11/2002	Walt Lueth	EIN	use for parts (?)	PL001288	
4202	\$ 500.00	10/26/2002	Merrill Redding	EIN	No reason given	PL001406	
4218	\$ 300.00	11/8/2002	Charley Powers	EIN	No reason given	PL001424	
4226	\$ 102.38	11/15/2002	Jim Serrill	EIN	Food for camp	PL001432	
4256	\$ 300.00	12/20/2002	John Bangerter	EIN	Investment	PL001460	
4257	\$ 104.77	12/27/2002	Jim Serrill	EIN	No reason given	PL001463	
4266	\$ 198.50	1/9/2003	Charley Powers	EIN	No reason given	PL001472	
4278	\$ 133.31	1/17/2003	Larry Butler	EIN	No reason given	PL001480	
4283	\$ 150.00	1/24/2003	Charley Powers	EIN	No reason given	PL001501	
4284	\$ 118.43	1/21/2003	Jim Serrill	EIN	No reason given	PL001502	
4301	\$ 271.75	2/6/2003	Larry Butler	EIN	No reason given	PL001506	

CHECKS ISSUED TO THIRD PARTIES OR CASH AND CASHED AT HAHN'S WORLD OF SUPRLUS

Check No.	Amount	Date	Paid To	From	Notes	Bates NO.	OTHER
4324	\$ 253.00	3/7/2003	Charley Powers	EIN	No reason given	PL001526	
4325	\$ 150.47	3/7/2003	Jim Hanhardt	EIN	replace receipts	PL001527	
4635	\$ 155.66	3/17/2004	Hahn's Surplus	EIN	Gas	PL001544	
4651	\$ 700.00	6/7/2004	Hahn's Surplus	EIN	Loan	PL001554	
4653	\$ 409.92	6/7/2004	Hahn's Surplus	EIN	Meeting	PL001556	
4656	\$ 227.18	6/9/2004	Larry Butler	EIN	No reason given	PL001564	
4659	\$ 134.80	6/14/2004	Cash	EIN	Fuel ?	PL001565	
4679	\$ 131.17	7/23/2004	Larry Butler	EIN	No reason given	PL001585	
4728	\$ 250.00	9/10/2004	Cash	EIN	Fuel and parts	PL001628	
4731	\$ 162.56	9/17/2004	Larry Butler	EIN	No reason given	PL001633	
4733	\$ 92.78	9/23/2004	Larry Butler	EIN	No reason given	PL001636	
4740	\$ 90.00	10/1/2004	Skip Wynia	EIN	Interest	PL001640	
4744	\$ 100.00	10/9/2004	Cash	EIN	Gas-Arco Trucks	PL001647	
4756	\$ 151.57	11/15/2004	Joan Latz	EIN	No reason given	PL001659	
4763	\$ 75.00	11/23/2004	Larry Butler	EIN	No reason given	PL001667	
4780	\$ 300.00	12/23/2004	Larry Butler	EIN	No reason given	PL001680	
4787	\$ 90.00	1/8/2005	Skip Wynia	EIN	No reason given	PL001686	
4790	\$ 200.00	1/15/2005	Cash	EIN	Fuel-Arco	PL001691	
4804	\$ 253.80	2/4/2005	Joan Latz	EIN	supplies	PL001703	
4811	\$ 180.00	2/23/2005	Frank Williams	EIN	Batteries	PL001715	
4812	\$ 115.98	2/24/2005	Larry Butler	EIN	No reason given	PL001716	
4831	\$ 300.00	3/24/2005	Cash	EIN	Larry Mosley	PL001733	
4832	\$ 214.79	3/24/2005	Larry Butler	EIN	No reason given	PL001732	
4836	\$ 90.00	4/1/2005	Skip Wynia	EIN	Interest	PL001738	
4837	\$ 100.00	4/1/2005	Ralph Lewis	EIN	Drill Rental	PL001737	
4838	\$ 120.00	4/2/2005	Cash	EIN	Gas for Camp	PL001736	
4943	\$ 235.89	9/16/2005	Larry Butler	EIN	No reason given	PL001759	
4953	\$ 150.00	9/25/2005	Cash	EIN	Fuel	PL001769	
4955	\$ 199.31	9/26/2005	Cash	EIN	Gas Mine	PL001768	
4972	\$ 650.00	10/8/2005	Tracy Adams	EIN	No reason given	PL001786	
4976	\$ 120.00	10/13/2005	Tracy Adams	EIN	Fuel	PL001789	
4995	\$ 200.00	11/13/2005	Cash	EIN	camp	PL001810	
5000	\$ 150.00	12/3/2005	Al Wheeler	EIN	Bearing	PL001815	
5010	\$ 207.20	12/16/2005	Larry Butler	EIN	Food camp	PL001825	

CHECKS ISSUED TO THIRD PARTIES OR CASH AND CASHED AT HAHN'S WORLD OF SUPRLUS

Check No.	Amount	Date	Paid To	From	Notes	Bates NO.	OTHER
5024	\$ 220.00	1/11/2006	Larry Butler	EIN	No reason given	PL001838	
5092	\$ 80.00	4/1/2006	Skip Wynia	EIN	No reason given	PL001844	
5096	\$ 129.85	4/14/2006	Larry Butler	EIN	No reason given	PL001850	
5116	\$ 220.21	5/4/2006	Larry Butler	EIN	No reason given	PL001857	
5125	\$ 222.80	5/13/2006	Joan Latz	EIN	No reason given	PL001863	
5133	\$ 300.00	5/20/2006	Laurie Wright	EIN	Newsletter	PL001870	
5140	\$ 200.00	5/26/2006	Cash	EIN	No reason given	PL001877	
5143	\$ 302.21	5/29/2006	Cash	EIN	Reply Store	PL001876	
5149	\$ 497.22	6/2/2006	Cash	EIN	No reason given	PL001884	
5151	\$ 249.86	6/8/2006	Larry Butler	EIN	No reason given	PL001889	
5154	\$ 300.00	6/5/2006	Hans Reinhardt	EIN	picnic	PL001885	
5164	\$ 150.00	6/10/2006	Mike Martin	EIN	Tools	PL001888	
5167	\$ 951.64	6/16/2006	Cash	EIN	Batteries	PL001898	
5188	\$ 100.00	6/30/2006	Cash	EIN	Water on sale	PL001914	
5189	\$ 300.00	6/30/2006	Cash	EIN	Aarco & S & F	PL001916	
5190	\$ 185.25	6/30/2006	Larry Butler	EIN	No reason given	PL001915	
5211	\$ 25.00	7/10/2006	Tony Patri	EIN	Equip	PL001927	
5212	\$ 25.00	7/13/2006	Tony Patri	EIN	No reason given	PL001937	
5213	\$ 70.00	7/14/2006	Skip Wynia	EIN	Interest	PL001936	
5214	\$ 177.87	7/14/2006	Joan Latz	EIN	Camp Supplies	PL001935	
5221	\$ 344.17	7/21/2006	Larry Butler	EIN	No reason given	PL001943	
5222	\$ 459.47	7/22/2006	Cash	EIN	Serrill's Ck	PL001942	
5227	\$ 200.00	7/30/2006	Cash	EIN	Gas for camp	PL001950	
5241	\$ 200.00	8/17/2006	Cash	EIN	pipe	PL001964	
5242	\$ 200.00	8/24/2006	Larry Butler	EIN	Trip to Oklahoma	PL001968	
5244	\$ 200.00	8/20/2006	Cash	EIN	Gas for camp	PL001965	
5246	\$ 200.00	8/24/2006	Cash	EIN	Trip	PL001969	
5251	\$ 70.00	9/1/2006	Skip Wynia	EIN	No reason given	PL001974	
5255	\$ 100.00	9/3/2006	Cash	EIN	Gas mine	PL001975	
5265	\$ 175.41	9/9/2006	Joan Latz	EIN	No reason given	PL001984	
5275	\$ 150.00	9/23/2006	Cash	EIN	Gas camp	PL001999	
5294	\$ 221.14	10/12/2006	Joan Latz	EIN	No reason given	PL002013	
1822	\$70.00	4/1/2009	Kelly McGaughey	KKW	gas for travel to camp		
1828	\$95.40	4/7/2009	Chris Hahn	KKW	stamps		

CHECKS ISSUED TO THIRD PARTIES OR CASH AND CASHED AT HAHN'S WORLD OF SUPRLUS

Check No.	Amount	Date	Paid To	From	Notes	Bates NO.	OTHER
1832	\$368.29	4/9/2009	Larry Butler	KKW	supplies		
1839	\$17.75	4/17/2009	Embarq	KKW	702-642-8328-208		
1841	\$39.38	4/22/2009	McCandless International	KKW	air valve repair		
1847	\$88.95	4/29/2009	Byron McGaughey	KKW	gas to & from camp		
1850	\$70.00	4/29/2009	Larry Butler	KKW	1099		
1851	\$40.00	4/29/2009	Larry Butler	KKW	phone service		
1867	\$94.00	5/27/2009	Byron McGaughey	KKW	gas for camp to & fro		
1875	\$40.02	6/5/2009	Drew Clark	KKW			
1881	\$78.23	6/8/2009	Drew Clark	KKW	gas & supplies camp		
1882	\$100.00	6/9/2009	Byron McGaughey	KKW	gas & supplies camp		
1836	\$200.00	4/13/2009	Kelly McGaughey	KKW	fuel and food mine		
1859	\$65.38	5/8/2009	Byron McGaughey	KKW	fuel camp		
1872	\$65.70	5/29/2009	Jerry Valdez	KKW	gas for travel to and from camp		
1878	\$188.53	6/5/2009	Larry Butler	KKW	Food & Supplies		
1901	\$31.62	6/25/2009	Drew Clark	KKW	gas camp		
1008	\$469.67	10/4/2006	Cash	KKW	To cash Jim Serri	PL004576	
1012	\$400.00	10/9/2006	Cash	KKW	Trip to Idaho	PL004580	Misc 2 of 5
1017	\$267.53	10/23/2006	Larry Butler	KKW	No reason given	PL004585	KO 06 6 of KO 06 8 of 27
1025	\$70.00	11/6/2006	Skip Wynia	KKW	Interest	PL004589	
1049	\$32.33	12/5/2006	Dick Skoy	KKW	Newsletter	PL004616	KO 06 24 of 27
1050	\$70.00	12/6/2006	Skip Wynia	KKW	No reason given	PL004614	
1051	\$35.08	12/6/2006	Dick Skoy	KKW	Newsletter	PL004615	
1058	\$67.28	12/4/2006	Dick Skoy	KKW	No reason given	PL004620	
1068	\$110.00	12/29/2006	Larry Butler	KKW	parts	PL004631	
1069	\$459.47	1/2/2007	Hahn's Surplus	KKW	No reason given	PL004630	KO 07 4 of 37
1071	\$70.00	1/3/2007	Skip Wynia	KKW	No reason given	PL004635	
1079	\$300.00	1/8/2007	Greg Hahn	KKW	No reason given	PL004639	
1080	\$226.00	1/8/2007	Joan Latz	KKW	No reason given	PL004640	
1087	\$77.45	1/14/2007	Dick Skoy	KKW	Office supplies Kc	PL004648	
1092	\$200.00	1/23/2007	Pedro Macer	KKW	No reason given	PL004657	
1112	\$70.00	2/1/2007	Skip Wynia	KKW	No reason given	PL004664	
1115	\$161.50	2/5/2007	Joan Latz	KKW	Food supplies for	PL004668	
1127	\$33.94	2/21/2007	Dick Skoy	KKW	No reason given	PL004685	
1136	\$134.25	2/23/2007	Larry Butler	KKW	No reason given	PL004692	
1144	\$24.45	2/28/2007	Larry Butler	KKW	Bolt for mine	PL004697	
1146	\$70.00	3/1/2007	Skip Wynia	KKW	No reason given	PL004703	

CHECKS ISSUED TO THIRD PARTIES OR CASH AND CASHED AT HAHN'S WORLD OF SUPRLUS

Check No.	Amount	Date	Paid To	From	Notes	Bates NO.	OTHER
1147	\$3,500.00	3/1/2002	Hahn's Surplus	KKW	No reason given	PL004696	
1152	\$163.93	3/4/2007	Joan Latz	KKW	No reason given	PL004702	
1164	\$3,446.84	3/23/2007	Hahn's Surplus	KKW	Repairs Fuel food	PL004715	HS 26 of 11 HS 29 of 108
1165	\$4,059.31	2/23/2007	Hahn's Surplus	KKW	No reason given	PL004716	
1172	\$82.05	4/5/2007	Cash	KKW	Home Depot LB	PL004723	
1173	\$227.00	4/11/2007	Joan Latz	KKW	No reason given	PL004724	
1207	\$98.49	5/29/2007	Dick Skoy	KKW	Stock Mailing	PL004756	
1219	\$206.93	6/7/2007	Joan Latz	KKW	Camp supplies	PL004771	
1220	\$225.87	6/7/2007	Larry Butler	KKW	No reason given	PL004770	
1222	\$119.93	6/7/2007	Dick Skoy	KKW	No reason given	PL004769	
1229	\$100.00	6/12/2007	Max Gutierrez	KKW	parts mine	PL004778	
1243	\$318.39	6/20/2007	Larry Butler	KKW	No reason given	PL004791	
1245	\$140.00	6/22/2007	Cash	KKW	No reason given	PL004792	
1248	\$21.48	6/26/2007	Dick Skoy	KKW	No reason given	PL004801	
1256	\$27.93	6/28/2007	Dick Skoy	KKW	No reason given	PL004800	
1261	\$2,293.72	7/5/2007	Hahn's Surplus	KKW	Parts & Supplies	PL004805	KO 07 29 c repeat
1265	\$164.61	7/6/2007	Joan Latz	KKW	Food for camp	PL004811	
1266	\$58.91	7/6/2007	Joan Latz	KKW	No reason given	PL004810	
1268	\$500.00	7/6/2007	Larry Butler	KKW	Parts & Supplies	PL004809	
1274	\$30.43	7/12/2007	Dick Skoy	KKW	Newsletter & Stoc	PL004828	
1277	\$336.47	7/11/2007	Larry Butler	KKW	No reason given	PL004827	
1281	\$78.13	7/18/2007	Dick Skoy	KKW	No reason given	PL004832	
1283	\$337.67	7/28/2007	Larry Butler	KKW	Food & Supplies	PL004834	
1285	\$100.00	7/25/2007	Cash	KKW	No reason given	PL004833	
1296	\$48.00	7/2/2007	Larry Butler	KKW	No reason given	PL004847	
1305	\$229.22	8/9/2007	Joan Latz	KKW	No reason given	PL004860	
1306	\$100.00	8/9/2007	Kirby Clark	KKW	Gas & supplies	PL004859	
1312	\$50.00	8/13/2007	Kirby Clark	KKW	Fuel	PL004858	
1318	\$601.72	8/15/2007	Larry Butler	KKW	Camp expenses	PL004869	
1319	\$162.41	8/16/2007	Pat Muncy	KKW	No reason given	PL004868	
1325	\$32.45	8/23/2007	Larry Butler	KKW	No reason given	PL004872	
1326	\$25.08	8/24/2007	Dick Skoy	KKW	Postal Exp	PL004875	
1329	\$200.00	8/28/2007	Gary's Mobil Brake	KKW	Repair tram	PL004874	
1331	\$125.00	8/29/2007	Eddie Olson	KKW	Drive tram for sto	PL004881	
1333	\$624.96	8/30/2007	Hahn's Surplus	KKW	parts - misc- offic	PL004882	
1334	\$186.22	8/30/2007	Larry Butler	KKW	Food & parts Car	PL004880	

CHECKS ISSUED TO THIRD PARTIES OR CASH AND CASHED AT HAHN'S WORLD OF SUPRLUS

Check No.	Amount	Date	Paid To	From	Notes	Bates NO.	OTHER
1338	\$149.28	9/6/2007	Joan Latz	KKW	Cam Food + Supr	PL004888	
1347	\$230.95	9/20/2007	Larry Butler	KKW	Food + Parts	PL004891	
1353	\$70.27	9/27/2007	Cash	KKW	Meads Hardware	PL004900	
1355	\$219.70	10/3/2007	Joan Latz	KKW	Food + Supplies f	PL004903	
1357	\$348.74	10/4/2007	Brad Johnson	KKW	Down Hole Air Me	PL004901	
1358	\$230.25	10/4/2007	Larry Butler	KKW	No reason given	PL004902	
1359	\$120.00	10/6/2007	Cash	KKW	Gas 43.81 Gal	PL004906	
1360	\$94.56	10/6/2007	Cash	KKW	Sams Club Anitfre	PL004907	
1368	\$300.00	10/15/2007	Larry Holyo	KKW	Unload + Load Tr	PL004912	
1370	\$242.20	10/17/2007	Larry Butler	KKW	Food - Gas - Part	PL004915	
1371	\$11.40	10/18/2007	Dick Skoy	KKW	Office Expense	PL004916	
1374	\$250.00	10/22/2007	Gary's Mobil Brake	KKW	Repair camel	PL004920	
1386	\$1,433.92	11/2/2007	Hahn's Surplus	KKW	Fuel pars office fc	PL004926	
1385	\$226.02	11/1/2007	Larry Butler	KKW	No reason given	PL004927	
1380	\$100.00	10/29/2007	Herman Theel	KKW	4 wheeler a camp	PL004929	
1391	\$220.73	11/7/2007	Joan Latz	KKW	food camp	PL004934	
1395	\$308.39	11/7/2007	Larry Butler	KKW	food-parts-gas ca	PL004936	
1400	\$575.00	11/13/2007	Kirby Clark	KKW	Repair grader	PL004943	
1401	\$200.00	11/14/2007	Larry Butler	KKW	No reason given	PL004944	
1407	\$90.60	11/16/2007	Chris Hahn	KKW	office expense	PL004947	
1403	\$36.36	11/14/2007	Larry Butler	KKW	Meads Hardware	PL004948	
1412	\$200.00	11/19/2007	Larry Butler	KKW	No reason given	PL004952	
1414	\$100.00	11/20/2007	Kirby Clark	KKW	Gas	PL004953	
1415	\$200.00	11/28/2007	Larry Butler	KKW	No reason given	PL004958	
1449	\$200.00	12/28/2007	Larry Butler	KKW	No reason given	PL004989	
1446	\$250.00	12/23/2007	Ralph Lewis	KKW	claim work & reco	PL004984	
1442	\$300.00	12/21/2007	Aaron Morning	KKW	repair on back ho	PL004985	
1440	\$236.50	12/20/2007	Larry Butler	KKW	No reason given	PL004980	
1437	\$200.00	12/19/2007	Larry Butler	KKW	No reason given	PL004981	
1435	\$200.00	12/17/2007	Kirby Clark	KKW	No reason given	PL004978	
1433	\$500.00	12/13/2007	Aaron Morning	KKW	partial payment o	PL004979	
1430	\$200.00	12/12/2007	Larry Butler	KKW	No reason given	PL004972	
1426	\$200.00	12/5/2007	Larry Butler	KKW	No reason given	PL004969	
1425	\$152.76	12/5/2007	Joan Latz	KKW	No reason given	PL004966	
1422	\$60.92	12/4/2007	Kirby Clark	KKW	parts	PL004967	
1455	\$50.00	12/30/2007	Bruce Allen	KKW	#14 Grader manu	PL004991	

CHECKS ISSUED TO THIRD PARTIES OR CASH AND CASHED AT HAHN'S WORLD OF SUPRLUS

Check No.	Amount	Date	Paid To	From	Notes	Bates NO.	OTHER
1458	\$200.00	1/2/2008	Larry Butler	KKW	No reason given	PL004995	
1462	\$100.00	1/5/2008	George Owen	KKW	No reason given	PL005001	
1464	\$188.18	1/8/2008	Joan Latz	KKW	No reason given	PL005005	
1465	\$200.00	1/8/2008	Larry Butler	KKW	No reason given	PL005006	
1467	\$200.00	1/15/2008	Larry Butler	KKW	No reason given	PL005007	
1468	\$333.59	1/16/2008	Larry Butler	KKW	food gas parts	PL005008	
1469	\$200.00	1/23/2008	Larry Butler	KKW	No reason given	PL005012	
1474	\$200.00	1/30/2008	Larry Butler	KKW	No reason given	PL005019	
1475	\$190.19	1/31/2008	Joan Latz	KKW	Food & Supplies	PL005021	
1478	\$200.00	1/3/2008	Larry Butler	KKW	No reason given	PL005023	
1481	\$200.00	2/11/2008	Larry Butler	KKW	No reason given	PL005028	
1488	\$368.41	2/21/2008	Larry Butler	KKW	No reason given	PL005034	
1486	\$200.00	2/18/2008	Larry Butler	KKW	No reason given	PL005035	
1493	\$200.00	2/26/2008	Larry Butler	KKW	No reason given	PL005038	
1489	\$75.00	2/22/2008	Greg Hahn	KKW	Gas for trip	PL005039	
1496	\$69.25	2/29/2008	Larry Butler	KKW	jake's crane & ph	PL005043	
1498	\$200.00	3/4/2008	Larry Butler	KKW	No reason given	PL005044	
1499	\$174.88	3/4/2008	Joan Latz	KKW	food supplies car	PL005045	
1500	\$355.24	3/5/2008	Larry Butler	KKW	Supplies - Larry B	PL005046	
1503	\$240.00	3/6/2008	Larry Butler	KKW	2 tires from Bl Tei	PL005048	
1507	\$250.00	3/12/2008	Larry Butler	KKW	No reason given	PL005052	
1510	\$304.66	3/17/2008	Larry Butler	KKW	Food camp	PL005056	
1511	\$250.00	3/17/2008	Larry Butler	KKW	No reason given	PL005057	
1512	\$250.00	3/24/2008	Larry Butler	KKW	No reason given	PL005058	
1513	\$93.13	3/27/2008	Pat McGourin	KKW	repair track hoe c	PL005060	
1520	\$673.31	4/1/2008	Hahn's Surplus	KKW	stamps & envelop	PL005062	
1524	\$186.78	4/4/2008	Joan Latz	KKW	food & Supplies	PL005065	
1522	\$250.00	4/1/2008	Larry Butler	KKW	No reason given	PL005066	
1525	\$250.00	4/9/2008	Larry Butler	KKW	No reason given	PL005069	
1529	\$346.10	4/9/2008	Larry Butler	KKW	Food supplies	PL005070	
1534	\$250.00	4/16/2008	Kirby Clark	KKW	partial payment lo	PL005077	
1538	\$400.00	4/22/2008	Larry Butler	KKW	Trip to Delta Utah	PL005078	
1537	\$305.45	4/22/2008	Larry Butler	KKW	Food - Gas- Supp	PL005079	
1540	\$100.00	5/1/2008	Lisa Avila	KKW	Stock cetificates	PL005081	
1541	\$224.09	5/2/2008	Tony Wright	KKW	computer supplies	PL005082	
1545	\$251.46	5/6/2008	Larry Butler	KKW	food & supplies c	PL005083	

CHECKS ISSUED TO THIRD PARTIES OR CASH AND CASHED AT HAHN'S WORLD OF SUPRLUS

Check No.	Amount	Date	Paid To	From	Notes	Bates NO.	OTHER
1544	\$229.01	5/7/2008	Joan Latz	KKW	Food & Supplies c	PL005084	
1550	\$160.81	5/20/2008	Joan Latz	KKW	No reason given	PL005092	
1553	\$284.30	5/27/2008	Larry Butler	KKW	Food & Supplies c	PL005096	
1555	\$50.00	5/27/2008	Kirby Clark	KKW	deliver ram to Kot	PL005097	
1561	\$151.84	6/4/2008	Larry Butler	KKW	suplies	PL005101	
1563	\$200.00	6/4/2008	Kirby Clark	KKW	grade road camp	PL005102	
1565	\$50.00	6/7/2008	Kirby Clark	KKW	gas to repair grad	PL005104	
1566	\$100.00	6/2/2008	Justen Clark	KKW	repair grader whe	PL005105	
1569	\$350.00	6/12/2008	Larry Butler	KKW	Toyota byback	PL005108	
1570	\$150.00	6/14/2008	George Owen	KKW	Survey Drill site	PL005109	
1573	\$200.00	6/17/2008	Larry Butler	KKW	No reason given	PL005112	
1574	\$150.00	6/19/2008	George Owen	KKW	No reason given	PL005114	
1576	\$375.48	6/23/2008	Larry Butler	KKW	Food & Supplies c	PL005116	
1584	\$500.00	6/29/2008	George Owen	KKW	fuel for drill rig	PL005119	
1581	\$500.00	6/28/2008	George Owen	KKW	to delivery drive tr	PL005120	
1585	\$200.00	7/2/2008	George Owen	KKW	drill rig to mine	PL005126	
1587	\$260.37	7/7/2008	Joan Latz	KKW	food & supplies fc	PL005127	
1592	\$1,500.00	7/14/2008	George Owen	KKW	Advance for drillin	PL005129	
1591	\$50.00	7/11/2008	Larry Butler	KKW	1099	PL005130	
1588	\$304.48	7/9/2008	Larry Butler	KKW	Camp supplies	PL005131	
1589	\$100.00	7/10/2008	George Owen	KKW	Gas for mine	PL005132	
1590	\$500.00	7/11/2008	George Owen	KKW	No reason given	PL005133	
1598	\$50.00	7/18/2008	Larry Butler	KKW	1099 SERVICE V	PL005136	
1604	\$50.00	7/30/2008	Larry Butler	KKW	1099	PL005141	
1605	\$247.35	7/30/2008	Joan Latz	KKW	FOOD & SUPPLI	PL005142	
1603	\$50.00	7/25/2008	Larry Butler	KKW	1099	PL005143	
1622	\$300.00	8/12/2008	George Owen	KKW	ADVANCE ON DI	PL005161	
1619	\$300.00	8/8/2008	George Owen	KKW	ADVANCE ON DI	PL005162	
1628	\$300.00	8/16/2008	George Owen	KKW	ADVANCE ON DI	PL005166	
1630	\$300.00	8/19/2008	George Owen	KKW	ADVANCE ON DI	PL005168	
1631	\$300.00	8/20/2008	George Owen	KKW	ADVANCE ON DI	PL005172	
1634	\$300.00	8/25/2008	George Owen	KKW	ADVANCE ON DI	PL005175	
1636	\$80.90	8/25/2008	Laurie Wright	KKW	COMPUTER WO	PL005176	
1643	\$400.00	8/28/2008	George Owen	KKW	ADVANCE ON DI	PL005181	
1648	\$150.00	8/30/2008	Greg Hahn	KKW	Gas & supplies fo	PL005182	
1646	\$200.00	8/30/2008	George Owen	KKW	No reason given	PL005183	

CHECKS ISSUED TO THIRD PARTIES OR CASH AND CASHED AT HAHN'S WORLD OF SUPRLUS

Check No.	Amount	Date	Paid To	From	Notes	Bates NO.	OTHER
1642	\$60.40	8/28/2008	Dick Skoy	KKW	NEWSLETTER	PL005184	
1669	\$100.00	9/17/2008	George Owen	KKW	ADVANCE ON DIPL	PL005204	
1672	\$50.00	9/20/2008	BRUCE ALLEN	KKW	No reason given	PL005205	
1671	\$300.00	9/19/2008	George Owen	KKW	ADVANCE ON DIPL	PL005206	
1675	\$200.00	9/24/2008	George Owen	KKW	ADVANCE ON DIPL	PL005209	
1684	\$200.00	10/8/2008	George Owen	KKW	ADVANCE ON DIPL	PL005218	
1691	\$128.15	10/17/2008	Laurie Wright	KKW	running to store for	PL005225	
1687	\$248.47	10/15/2008	BILL THORTON	KKW	KOKOWEEF SUP	PL005226	
1661	\$300.00	9/9/2008	George Owen	KKW	ADVANCE ON DIPL	PL005227	
1702	\$232.38	11/4/2008	Joan Latz	KKW	No reason given	PL005237	
1705	\$500.00	11/6/2008	Cliff Lee	KKW	ADVANCE ON DIPL	PL005240	
1729	\$100.00	11/26/2008	Laurie Wright	KKW	COMPUTER WO	PL005264	
1733	\$300.00	12/2/2008	Cliff Lee	KKW	ADVANCE ON DIPL	PL005265	
1746	\$200.00	12/11/2008	Cliff Lee	KKW	ADVANCE ON DIPL	PL005274	
1743	\$34.28	11/10/2008	Bryon McGaughey	KKW	gas receipt	PL005275	
1742	\$268.99	12/10/2008	Tony Wright	KKW	No reason given	PL005276	
1749	\$200.00	12/16/2008	Cliff Lee	KKW	ADVANCE ON DIPL	PL005279	
1752	\$200.00	12/19/2008	Cliff Lee	KKW	1099	PL005281	
1765	\$201.78	1/6/2009	BARBARA DAPPER	KKW	OFFICE SUPPLIE	PL005298	
1774	\$210.00	1/27/2009	Larry Butler	KKW	1099	PL005310	
1775	\$40.00	1/27/2009	Larry Butler	KKW	PHONE BILL	PL005309	
1777	\$150.00	1/28/2009	Cliff Lee	KKW	No reason given	PL005311	
1782	\$205.00	1/3/2009	Joan Latz	KKW	FOOD & SUPPLI	PL005316	
1794	\$100.00	2/17/2009	Jessie Michael	KKW	OIL	PL005328	
1796	\$150.00	2/18/2009	Cliff Lee	KKW	1099	PL005330	
1798	\$390.98	2/20/2009	Cash	KKW	classic V. Dub pai	PL005329	
1799	\$150.00	2/24/2009	Cliff Lee	KKW	1099	PL005333	
1801	\$70.00	2/25/2009	Larry Butler	KKW	1099	PL005334	
1818	\$70.00	3/19/2009	Larry Butler	KKW	1099	PL005352	
1011	\$186.00	10/8/2006	Larry Butler	KKW	No reason given	PL004577	
1024	\$248.00	11/6/2006	Joan Latz	KKW	No reason given	PL004588	
1030	\$100.00	11/11/2006	Greg Hahn	KKW	Resistivity Lines	PL004593	
1031	\$100.00	11/10/2006	Allen Jones	KKW	Resistivity Lines	PL004594	
1032	\$100.00	11/11/2006	Cash	KKW	Resistivity Lines C	PL004595	KO 06 11 of 27
1036	\$290.58	11/16/2006	Larry Butler	KKW	No reason given	PL004602	KO 06 13 c KO 06 16 of 27
1041	\$203.65	11/26/2006	Cash	KKW	No reason given	PL004607	KO 06 17 of 27

CHECKS ISSUED TO THIRD PARTIES OR CASH AND CASHED AT HAHN'S WORLD OF SUPRLUS

Check No.	Amount	Date	Paid To	From	Notes	Bates NO.	OTHER
1045	\$294.27	11/30/2006	Larry Butler	KKW	No reason given	PL004611	KO 06 19 c KO 06 21 of 27
1046	\$171.76	12/3/2006	Joan Latz	KKW	No reason given	PL004610	KO 06 22 of 27
1061	\$280.81	12/21/2006	Larry Butler	KKW	No reason given	PL004623	
1063	\$619.50	12/22/2006	Cash	KKW	No reason given	PL004624	
1076	\$126.70	1/5/2007	Larry Butler	KKW	No reason given	PL004636	
1089	\$229.04	1/19/2007	Larry Butler	KKW	Food-parts-etc ca	PL004650	
1100	\$492.44	1/29/2007	Cash	KKW	Sams lights-batter	PL004656	
1116	\$232.46	2/7/2007	Larry Butler	KKW	Camp supplies	PL004672	
1120	\$99.00	2/9/2007	Larry Butler	KKW	parts	PL004671	
1160	\$120.43	3/16/2007	Dick Skoy	KKW	Stocks and News	PL004712	
1166	\$54.51	3/23/2007	Dick Skoy	KKW	Newsletter	PL004721	
1167	\$70.00	4/1/2007	Skip Wynia	KKW	Interest	PL004722	
1168	\$172.00	3/29/2007	Dick Skoy	KKW	Newsletter & Stoc	PL004719	
1170	\$320.13	3/29/2007	Larry Butler	KKW	food camp	PL004720	
1176	\$47.39	4/19/2007	Dick Skoy	KKW	No reason given	PL004726	
1184	\$70.00	5/1/2007	Skip Wynia	KKW	Interest	PL004733	
1192	\$200.80	5/5/2007	Joan Latz	KKW	No reason given	PL004735	
1193	\$120.00	5/6/2007	Cash	KKW	Food for less- Fu	PL004734	
1194	\$240.00	5/6/2007	Josh Halter	KKW	Lights	PL004736	
1200	\$79.66	5/12/2007	Dick Skoy	KKW	No reason given	PL004750	
1217	\$1,000.00	6/7/2007	Cash	KKW	No reason given	PL004764	
1225	\$200.00	6/9/2007	Cash	KKW	Home Depot	PL004772	
1228	\$100.00	6/9/2007	Brad Johnson	KKW	No reason given	PL004773	BJ 3 of 6 repeated
1237	\$130.22	6/14/2007	Dick Skoy	KKW	No reason given	PL004785	
1239	\$300.00	6/15/2007	Cash Hahn's Surplus	KKW	No reason given	PL004784	HS 30 of 11 HS 34 of 108
1246	\$300.00	6/23/2007	Cash Hahn's Surplus	KKW	No reason given	PL004789	
1269	\$200.00	7/7/2007	Cash Hahn's Surplus	KKW	Water 1 palet	PL004807	
1288	\$300.00	7/28/2007	Cash Hahn's Surplus	KKW	Fuel	PL004839	
1609	\$300.00	8/3/2008	Lisa Avila	KKW	REPAIR SKIP LE	PL005146	
1607	\$200.00	8/1/2008	George Owen	KKW	ADVANCE ON DI	PL005147	
1615	\$1,961.15	8/5/2008	Hahn's Surplus	KKW	DOWN HOLE (PL	PL005149	
1616	\$300.00	8/5/2008	George Owen	KKW	ADVANCE ON DI	PL005150	
1621	\$500.00	8/9/2008	George Owen	KKW	ADVANCE ON DI	PL005159	
1620	\$50.00	8/8/2008	Larry Butler	KKW	1099 PL005160		
1655	\$250.00	9/6/2008	George Owen	KKW	ADVANCE ON DI	PL005189	
1653	\$212.87	9/4/2008	Joan Latz	KKW	FOOD & SUPPLI	PL005190	

CHECKS ISSUED TO THIRD PARTIES OR CASH AND CASHED AT HAHN'S WORLD OF SUPRLUS

Check No.	Amount	Date	Paid To	From	Notes	Bates NO.	OTHER
1663	\$300.00	9/12/2008	George Owen	KKW	ADVANCE ON DI	PL005197	
1677	\$250.00	9/22/2008	George Owen	KKW	ADVANCE ON DI	PL005211	
1681	\$300.00	10/2/2008	George Owen	KKW	ADVANCE ON DI	PL005215	
1715	\$200.00	11/14/2008	Cliff Lee	KKW	ADVANCE ON DI	PL005248	
1716	\$250.00	11/19/2008	Cliff Lee	KKW	ADVANCE ON DI	PL005249	
1725	\$250.00	11/24/2008	Cliff Lee	KKW	ADVANCE ON DI	PL005257	
1726	\$200.00	11/24/2008	George Owen	KKW	No reason given	PL005258	
1727	\$200.00	11/26/2008	Cliff Lee	KKW	ADVANCE ON DI	PL005259	
1731	\$412.50	11/30/2008	DAVE DICKERSON	KKW	DIESEL	PL005260	
1738	\$250.00	12/5/2008	Cliff Lee	KKW	ADVANCE ON DI	PL005266	
1737	\$120.27	12/4/2008	Joan Latz	KKW	FOOD & SUPPLI	PL005267	
1755	\$80.00	12/26/2008	JAMES DAVID PAYNE	KKW	No reason given	PL005283	
1754	\$200.00	12/26/2008	Cliff Lee	KKW	ADVANCE ON DI	PL005284	
1763	\$249.00	1/5/2009	Joan Latz	KKW	SUPPLIES CAMF	PL005291	
1760	\$250.00	12/2/2008	Cliff Lee	KKW	ADVANCE ON DI	PL005292	
1762	\$105.95	1/5/2009	Chris Hahn	KKW	OFFICE SUPPLIE	PL005297	
1767	\$300.00	1/8/2009	Cliff Lee	KKW	ADVANCE ON DI	PL005300	
1768	\$453.79	1/10/2009	CLASSIC V DUBS PER L.H	KKW	repair VW for pull	PL005301	
1771	\$150.00	1/22/2009	Cliff Lee	KKW	No reason given	PL005305	
1783	\$113.53	2/5/2009	Larry Butler	KKW	food & supplies c	PL005318	
1784	\$70.00	2/5/2009	Larry Butler	KKW	1099	PL005317	
1786	\$100.00	2/12/2009	Cliff Lee	KKW	ADVANCE ON DI	PL005321	
1789	\$150.00	2/13/2009	DAVE PAYNE	KKW	No reason given	PL005320	
1814	\$100.00	3/14/2009	Lisa Avila	KKW	MOVING JOANIE	PL005347	
1815	\$150.00	3/15/2009	Cliff Lee	KKW	1099	PL005346	
1819	\$165.00	3/20/2009	DAVE PAYNE	KKW	SUPPLIES ELEC	PL005350	
						\$ 132,361.57	

EXHIBIT 7

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

TED BURKE, et al.

Plaintiffs

vs.

LARRY HAHN, et al.

Defendants
.....

CASE NO. A-558629

DEPT. NO. XI

**TRANSCRIPT OF
PROCEEDINGS**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

HEARING ON MOTION TO COMPEL

TUESDAY, MARCH 30, 2010

APPEARANCES:

FOR THE PLAINTIFFS:

ALEXANDER ROBERTSON, IV, ESQ.
JENNIFER LANE TAYLOR, ESQ.

FOR THE DEFENDANTS:

PATRICK C. CLARY, ESQ.
M. NELSON SEGEL, ESQ.

COURT RECORDER:

JILL HAWKINS
District Court

TRANSCRIPTION BY:

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

1 The second motion for summary judgment -- or partial
2 summary judgment is against Hahn Surplus as to unjust
3 enrichment.

4 And then the third is where we're asking this Court
5 to determine that this is not a derivative action based upon
6 the fact that the plaintiffs are seeking -- you've read it.

7 THE COURT: Yeah. They're saying arguably both
8 derivative and direct. And I'm not really clear on which it
9 is at this point.

10 MR. SEGEL: Well, me -- and my concern -- we could
11 use some direction, Your Honor. And I don't know if you're
12 prepared to address any portion of these. But the issue of
13 whether this is derivative or not I think has nothing to do
14 with what was produced or not produced. The issue of Hahn
15 Surplus, the record reflects that they received all of this
16 documentation. There's nothing in the requests that would
17 have given them any more information or any further ability to
18 defend this case today.

19 And the third issue, the motion for summary judgment
20 on the negligent representation I also don't think that --

21 THE COURT: Well, you're going to lose that one on
22 negligent misrepresentation. I thought they pled it
23 adequately. And since discovery is not completed, I was going
24 to deny it without prejudice for you to renew it following the
25 depositions. But instead I said we'd just continue it to

EXHIBIT 8

EXPLORATION

INC. OF

NEVADA

2006

PRELIMINARY ASSAY

REPORT

Please read Earl's personal text, and my cautions for everyone's imagination, on the back.



... gift from Willard Dorr, Jr.

Earl P. Dorr,

© 2000, R. E. Lewis
cocoweep@aol.com

**... self-proclaimed “finder & locator of Dorr's Mammoth
Caverns ... near Clark Mt California”**

The handwriting below is found *on the back of Earl Dorr's portrait.*

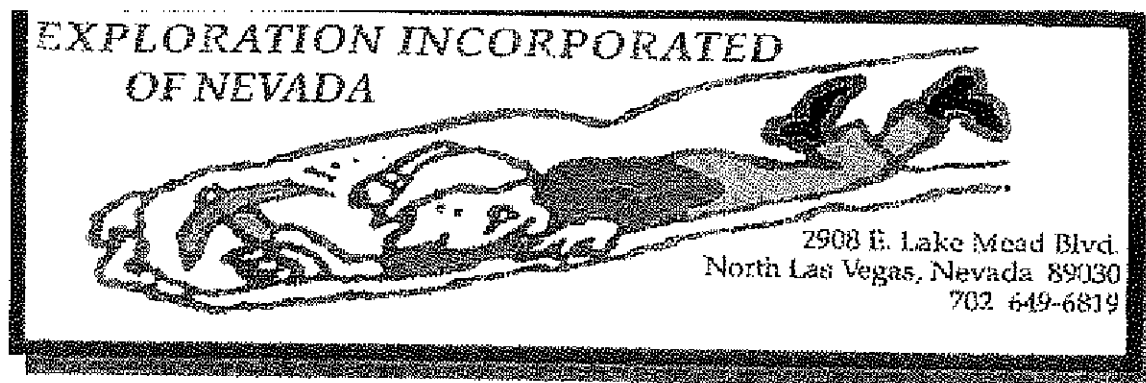
A few inspiring indications from the text below are:

1. The text is written in *Earl Dorr's own handwriting* and he is basically saying,
“**I found**”
2. A river running through caverns for over 8 miles.
3. This river is **850 feet** above sea level.
4. **Clark Mountain, CA** is the reference for his mental viewpoint.
5. The word “**locator**” suggests he may have *located* mining claims relating to it.

THIS DOES NOT INDICATE A SPECIFIC SITE FOR “HIS” ENTRANCE OR PROOF FOR THE CAVERN AND RIVER’S DIRECTION OR ANYTHING ABOUT GOLD! Earl Dorr kept **HI\$** specific findings & the Truth from most folks.

...
Earl Dorr...
Truck, ...
Equipment for the ...
25 years been ...
and prospecting the ...
finder and locator of
the Dorr Caves near
Clark Mt Calif.
Dorr Mammoth Caverns
with running river through
caves at 850 ft above
sea level, over 8-miles
unexplored ...
© 2000, R. E. Lewis
cocoweep@aol.com

(KOKOWEEF)



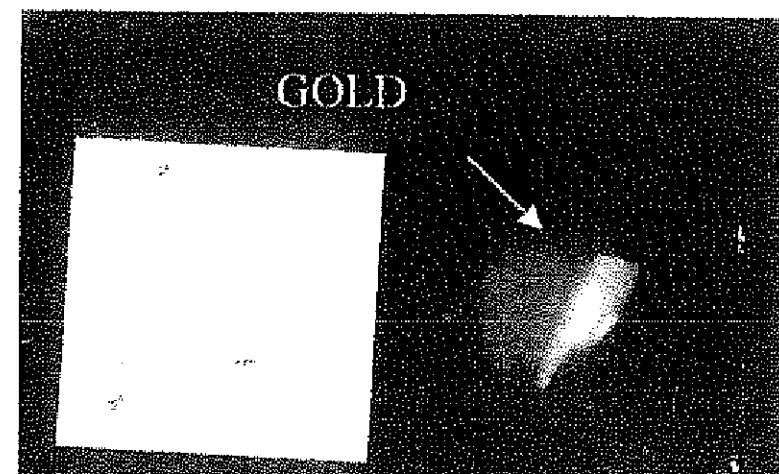
May 11, 2006

To Our Investors:

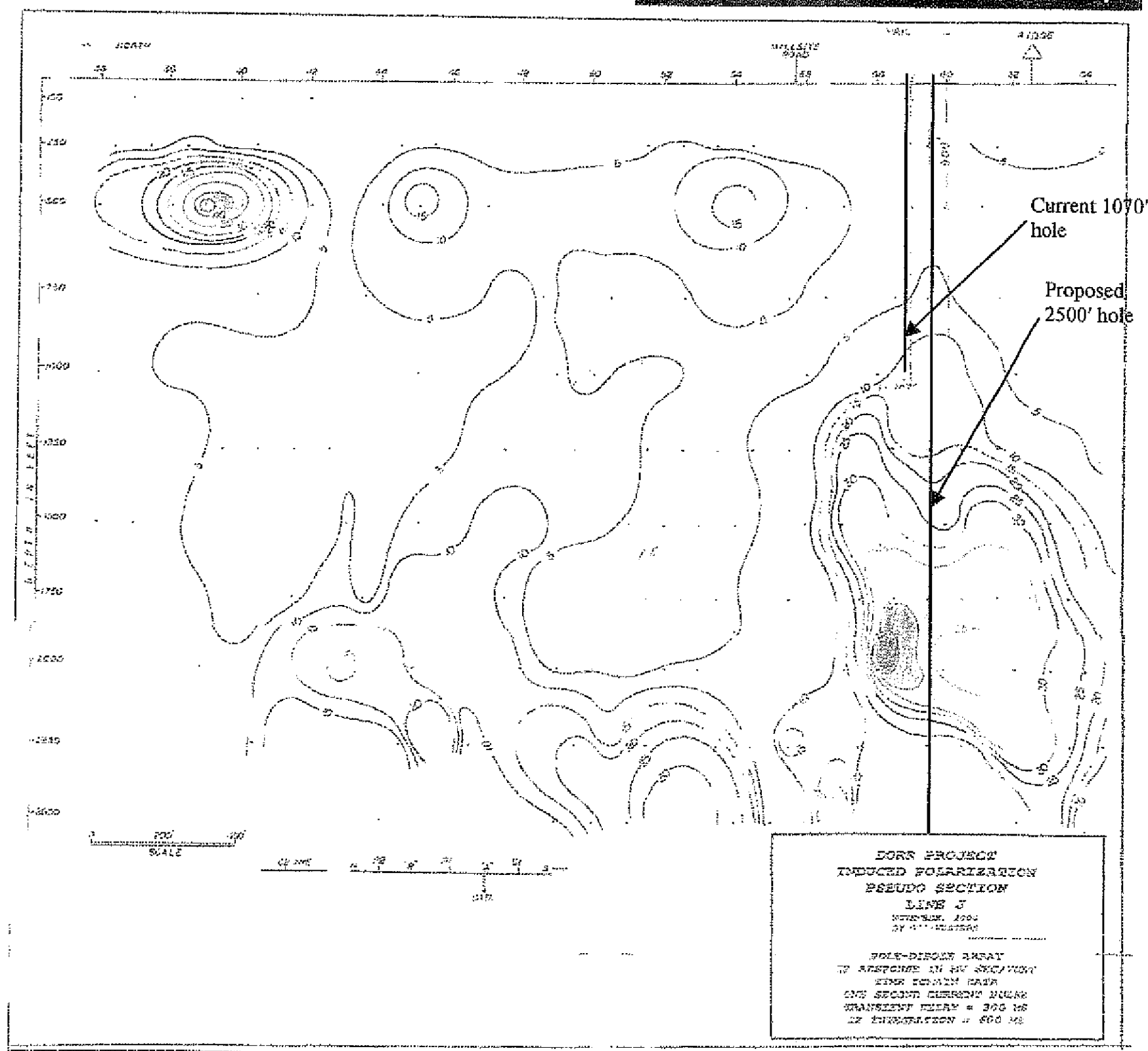
GREAT NEWS IN THIS SPRING/SUMMER UPDATE – YOU WILL WANT TO READ THIS!!

In January, we reported that we found in hole #12 a mineralized sulfide deposit. With sulfides, we could have gold, silver or any other noble metal encased. As you know; this is the main reason we choose to drill this site. We also sent to our electronics man, Mr. Hewitt, a 1/2 lb of drill cuttings from the 1020' level to be analyzed under a high powered microscope. His report shows he found a gold nugget and some microscopic gold along with silver, copper and a couple of other metals he could not identify.

Since the last newsletter, Mr. Hewitt sent us a picture of the nugget through his microscope (see adjacent picture). He also provided us with a cross section of the ore body below our drill site (see induced polarization pseudo section picture). Please note that our 1070' hole is barely touching the halo of this huge ore body.



Consequently, we have made some decisions as to what to do next. Rather than attempt to upgrade our old rig with a compressor and winches in order to go down a couple hundred more feet, we have decided to contract with a professional driller that has a much newer and bigger rig which is capable of drilling to 2500'. He would be using our 6 3/4" bits, our 5 3/4" hammer and some of our drill steel, along with his own, to achieve our goal. He will charge us \$10.00 a foot plus the cost of diesel fuel. As you can see from the diagram,



this will put us through the ore body and possibly even to the roof of the canyon. We are looking to speed up the process of finding out if we have a possible gold mine to finance our continued operation and support everyone in their long standing efforts to make the Kokoweef dream come true.

We have decided to use the funds originally designated for a compressor and the funds we hope to achieve from this newsletter to make this happen. If we have enough cash left at the end of the first hole then we are going to have the driller move over to the 1070' hole and take it down to the 2500' level. This will give us two holes with twice as much sampling in assays. Also, we will be saving about \$10,000.00 worth of drilling since the driller will not have to drill the initial 1070'.

We will be taking samples every 10' down to 500' and then every 5' to the 2500' level. By mixing and quartering our samples every 20' we should be able to get an accurate idea of what is occurring below the 1000' mark.

We caution you not to get your hopes too high, since one nugget does not mean we have a gold mine. However, if this ore body does contain gold, it could be quite significant. Since gold is now at \$700.00 and could go as high as a \$1,000.00 by the end of the year, this could represent a considerable amount of money.

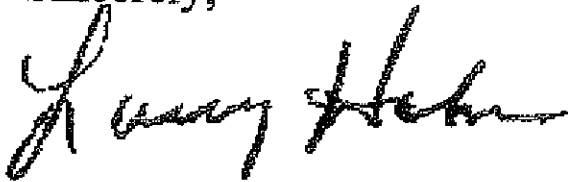
This brings us to the needed financial help. We hope the investors with the ability to send a little extra in funds will take the opportunity to do so, to support our drilling plans and our expected costs to expand the operation. If our assays show we have a significant amount of gold, we believe we should then attempt to purchase a larger drilling rig with the capability of reaching 2000' or better consistently and sell our current rig to offset the cost of the newer one. The reasoning behind this is that we will be able to drill several holes varying between 1000' to 2000' deep in order to get an accurate reading of exactly what we have in this ore body. This is called *blocking-out* an ore body. If we can raise enough for the down payment, we feel we should be able to bank finance the rest of this rig from the strength of the assays. It is important for us to purchase our own rig because the driller is only willing to drill two holes at the \$10.00 per foot price. From then on, it goes to a minimum of \$30.00 per foot.

Also, note that our down-hole camera is still in the works and will be finished in the next month or two.

Please remember the annual meeting on June 4th, 2006 where we hold our election of our board of directors. We will be sending proxies to those who cannot make the meeting. We will have the usual sodas, water, and food. If you have special needs or would like to have something other than what is typically offered, please bring it along with you. If you are not sure of the directions to Kokoweef, please call the number indicated on this letterhead and we will provide you with a map.

Thanks for your continued support over the years.

Sincerely,



Larry Hahn, President & Board of Directors



Board of Directors:

Larry Hahn, President & Treasurer
Jimmy Serrill, Vice President & Secretary
Ted Burke, Director

Richard Dutchik, 1st Vice President & Director
Mike Mackey, Director
Richard Renel, Director

Drillers:

Larry Butler

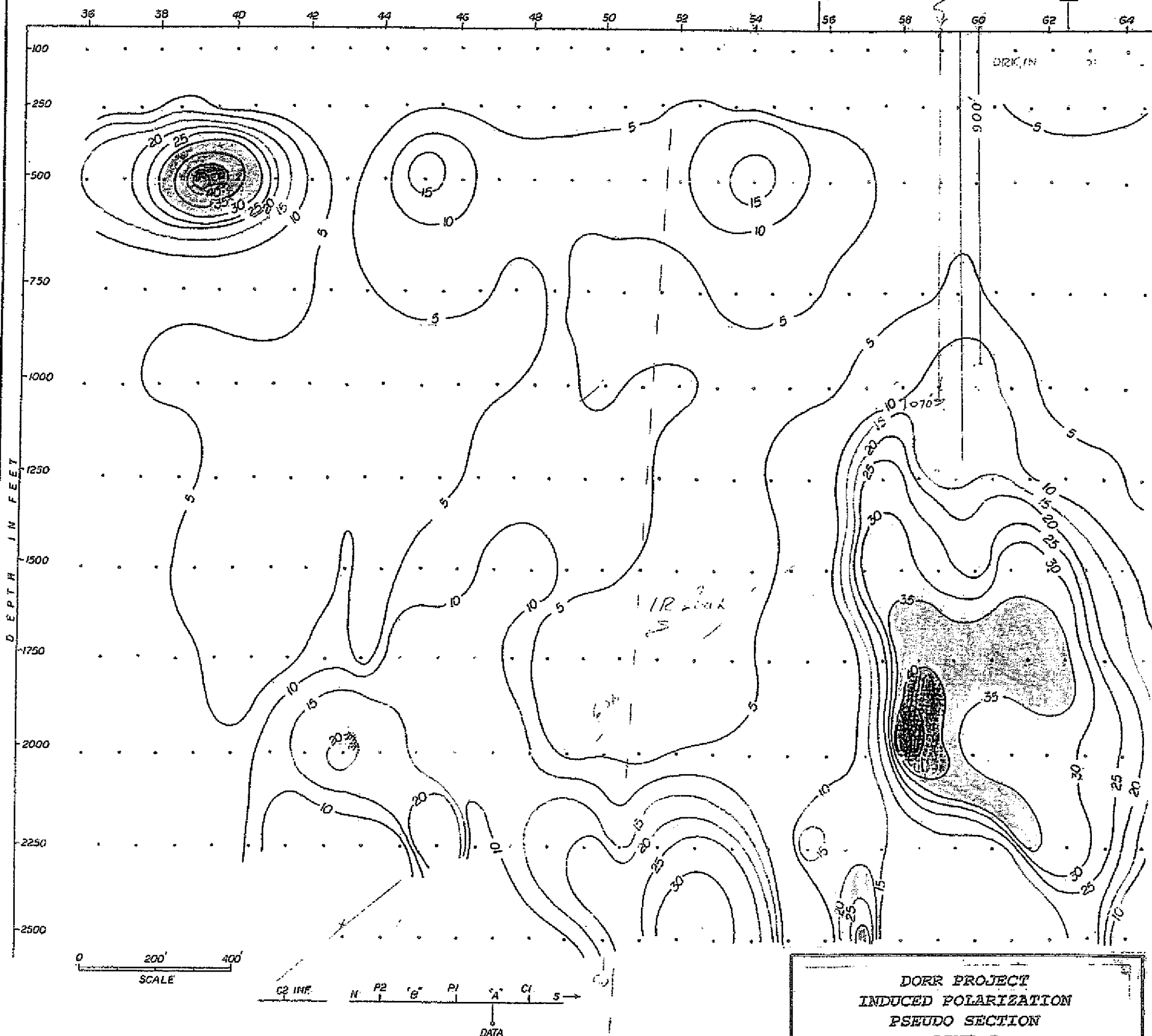
Randy Stenberg

NORTH

MILLSITE
ROAD

MARCH 86
DH NO. 12

RIDGE



1020 H.
B. 1020 H.
1020 H.
1020 H.

ROGER J. SMID

ASSAYER/CONSULTANT
1204 N. MOJAVE ROAD
LAS VEGAS, NEVADA, 89101-1672

TELEPHONE (702)399-5706
FAX (702)399-1541
E-MAIL rogsmid@aol.com

May 31, 2006

To: Exploration Inc. of Nevada
2908 E. Lake mead Blvd
N. Las Vegas, NV 89030

Attn: Mr. Larry Hahn
President & Treasurer

Subject: Exploration Samples

Per you request and the submitted sample, the following information is furnished.

Two (2) samples in the form of buckets were presents for evaluation. One bucket, gray in color, represented a drill hole, and cutting from same. This sample is known as D-1. The second sample, also cuttings from a drill hole is known as D-2.

Sample D-1

This sample was screened using Tyler screens with the following mesh; 20, 40, 60, 100, 150, 200, 325 and +325 mesh. A 450 gram sample was used for the screen test.

Screen Size	Weight in grams
20	29
40	41
60	110
100	126
150	105
200	86
325	11
+ 325	2

This screen test shows that the distribution of the sample is between 60 and 200 mesh. This also shows that a minimum grind would be necessary to liberate any metals present. Each screen was then examined under the microscope at 400X.

20 Mesh - Quartz was present along with feldspars and serpentines. No metals were present at this mesh
This would indicate that the material was a possible alluvial deposit.

40 Mesh - Same as the 20 mesh, no metals,

60 Mesh - Same as above but with the addition of iron in the form of magnetite(?). Once piece of sulfide copper present.

100 Mesh - Same as above, but a greater instance of metallics in the form of magnetite(?) and possible sulfides.

150 Mesh - Same as above, larger pieces of magnetite(?). A piece of what appears to be a silver sliver found. This piece was rough, indicating that it did not travel far from its source.

To: Exploration Inc. of Nevada; Larry Hahn, President; Subject: Exploration Samples; Page 2

- 200 Mesh - Same as above. magnetite(?) present, quartz present in large quantities. Two (2) pieces of possible silver found. Same conditions, rough edges.
- 325 Mesh - Panned down this mesh. Found abundant quartz, found magnetite(?) (Magnetic), found native copper, found micron gold.
- +325 Mesh - Panned down this mesh. Found micron gold, abundant quartz, magnetite, native copper, and a sliver of silver.

SAMPLE D-2

A 450 gram sample was used for the screen test. The same screen sizes were used as in the D-1 test.

Screen Size	Weight in grams
20	34
40	48
60	97
100	138
150	90
200	22
325	19
+ 325	9

- 20 Mesh - Quartz, feldspar, serpentine. No metals present
- 40 Mesh - Same as above.
- 60 Mesh - Same as above
- 100 Mesh - Same as above, native copper present, magnetite(?) present(magnetic)
- 150 Mesh - Same as above, sliver of native silver.
- 200 Mesh - Same as above, micron gold present, micron silver present, pieces are rough, indicating that the pieces did not travel far from their source.
- 325 Mesh - Same as above, micron gold present. Screen panned.
- +325 Mesh - Same as above, Screen panned.

It should be noted that when a screen was panned, the entire pan was examined. In the case of the 325 and the +325 mesh pans, the micron gold line was observed under the microscope. It was not visible to the naked eye at this point.

A rapid field test was conducted on a "grab" sample from each bucket. The test used was the Rhodamine B test. This test is accurate to 1 part per million. The following results pertain to the Rhodamine B test.

Grab Sample of Bucket D-1:	1 ppm or 0.029 oz/ton
D-1 325 mesh screen:	3ppm or 0.087 oz/ton
D-1 +325 mesh screen:	5ppm or 0.145 oz/ton
Grab Sample D-2	nil
D-2 325 screen:	2 ppm or 0.058 oz/ton
D-2 +325 screen	3 ppm or 0.087 oz/ton

To: Exploration of Nevada; Larry Hahn President; Subject: Exploration Samples; Page 3

CONCLUSIONS:

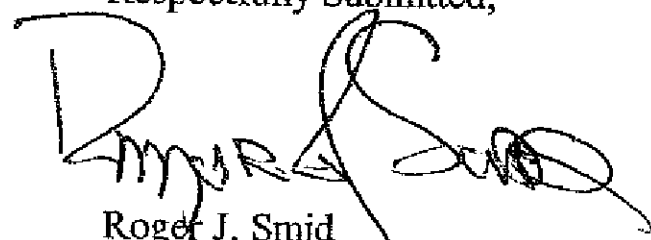
Based upon the results of the two (2) samples, indications show that:

1. Values are present
2. Visual inspection notes the presence of both gold and silver, with secondary minerals such as copper and magnetite.
3. It is evident that mineralization is present

RECOMMENDATIONS:

It is felt that further exploration be undertaken. The note that the gold and silver are rough in character is an indication that the particles did not travel far from the source, thus the possibility the source is localized.

Respectfully Submitted;

A handwritten signature in black ink, appearing to read 'Roger J. Smid', written over a horizontal line.

Roger J. Smid
Assayer/Consultant

C.C. MR. RICHARD DITCHIK

JUNE 1, 2006

TO WHOM IT MAY CONCERN:

WITH REGARD TO THE ACTIVITY OF CORPORATE CONSOLIDATION BY EXPLORATION INCORPORATED OF NEVADA; THE CRYSTAL CAVE DEVELOPMENT COMPANY HAS NO RESERVATIONS CONCERNING THE PURSUIT OF THOSE CONSOLIDATIONS, OTHER THAN ANY AND ALL OBLIGATIONS, COMMITMENTS AND REPRESENTATIONS DURING THE COURSE OF THE LEASE CONTRACT, UNDER WHICH THE PARTIES ARE BOUND, BE CARRIED OVER TO ANY NEW ENTITY THAT WILL FULFILL THE LEASE.

IN ADDITION, THAT ANY ASSETS OWED TO CRYSTAL CAVE DEVELOPMENT COMPANY BY EXPLORATION INCORPORATED OF NEVADA, WILL BE OBLIGATED TO TRANSFER TO CRYSTAL CAVE DEVELOPMENT COMPANY, WITHIN SIX MONTHS OF ANY SUCCEEDING CORPORATE CONSOLIDATION.

CRYSTAL CAVE DEVELOPMENT COMPANY
SECRETARY/TREASURER, BRYAN R WALLACE

Bryan R Wallace

SWORN STATEMENT OF E. P. DORN.

TO WHOM IT MAY CONCERN:

This is to certify that there is located in San Bernardino County, California, about two hundred and fifty miles from Los Angeles, a certain cave. Travelling over state highways by automobile, the cave is reached in about ten hours.

A Civil Engineer, Mr. Morton, and I spent four days exploring the cave for more than eight miles. We carried with us Altimeters, Pedometers and a Theodolite, with which to observe and record actual directions, take elevations and measurements by triangulation.

Our exploration revealed the following facts:

1. From the mouth of the cave we descended as shown by the Altimeter to about 2000 feet, where we encountered a canyon, which from the Altimeters and by calculations we found to be from 3000 to 3500 feet deeper; making a total depth of 5400 feet from the mouth where we entered the caves to the floor of the canyon.

2. We found the cave divided into many caverns or chambers, of various sizes, all filled and embellished with Stalactites and Stalagmites, besides many grotesque and fantastic shapes that make these caves one of the wonders of the world.

3. The largest chamber we explored is about 300 ft. wide, 400 feet long and from 50 to 110 feet high. It is encrusted with crystals, fashioned into festoons of innumerable Stalactites, that hang from the ceiling, some of which are extremely large. One, the largest seen, is 27 feet in diameter and hangs 1,510 feet down into a 3000 ft. canyon. This great Stalactite is perpetually washed by water flowing down over it and falling into the dark canyon depths.

The huge glistening white crystal is 500 feet longer than the Eiffel Tower, and challenged us with amazement and wonder.

4. There is a flowing river on the floor of the canyon, which rises and falls with tidal regularity. All measurements and estimates of the river, including its tides and beach sands were reckoned by triangulation, taken with the Theodolite, and while we did not reach the

river, nevertheless, taking observations with our Theodolite and its telescope, we reckoned the river to be about 300 feet wide at high tide and 10 feet wide at low tide. It rises and falls from $7\frac{1}{2}$ to 8 feet. The Paysant brothers confirm our reckoning.

5. When the tide is out, there is exposed on both sides of the river from 100 to 150 feet of black sand, which the Paysant brothers report is very rich in placer gold. They report the sands on the river bank to be from 4 to 8 feet deep, and on an average about 8 feet deep.

6. There are numerous ledges above the canyon that are from 10 to 40 feet wide and covered with sand. We personally explored the ledge sands for a distance of more than eight miles, finding little variation in the depth and width of these ledge sands. And wherever examined, the ledge sands are found to be fabulously rich in placer gold.

7. I have known intimately Oliver, Buck and George Paysant from my boyhood. I have discussed these caves with them repeatedly and thoroughly. They have reported to me in detail, their experience in exploring the caves. One of them, George, lost his life in the cave; Buck and Oliver say George was killed by diving in the river on the floor of the canyon. He struck an unseen rock, which killed him instantly. They have reported to me repeatedly their mining experiences and say they mined on the beach sands of the river a total in all of six weeks. They carried lumber down to the river and constructed a sluice box and, using a pump, the three mined for six weeks, during which time they recovered more than \$57,000 in gold, (gold at \$20.00 per ounce); they sent their gold directly to the U. S. Mint and banked the returns in a bank in Needles, California, and another bank in Las Vegas, Nevada.

I last talked to them in my home about November 10th, 1934, at which time they repeated their former statements, giving information as to how they discovered the river, and more of their experiences in mining. They recovered several of the largest nuggets of gold ever found in California. Both Mr. Morton and myself filled our pockets with the sands from the ledges, carried it out and had it assayed. Just what Mr. Morton's sand assayed, I do not know, but it was approximately \$2,000 per ton.

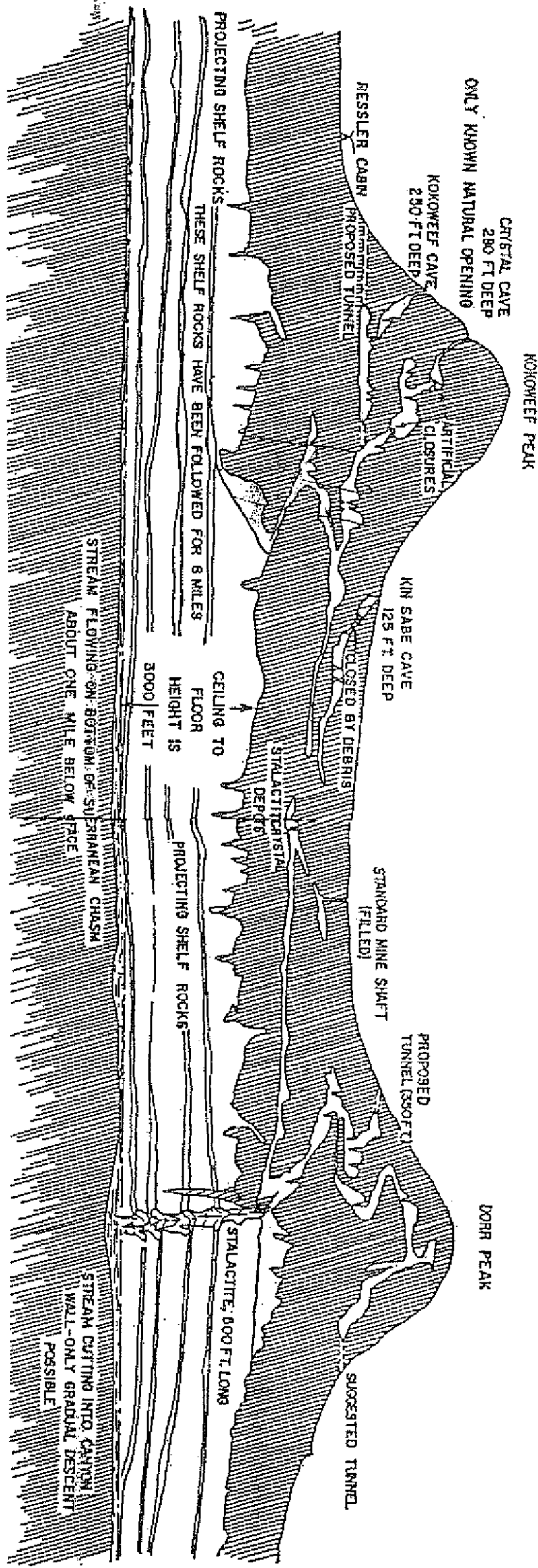
I heard of out ten pounds and two ounces of the ledge sand, and panned seven pounds, recovering more than \$7.00 in gold, with gold at \$20.00 an ounce. I sold the gold for \$18.00 per ounce. The balance of my ten pounds of sand I sent to John Herman, a Los Angeles Assayer. His assay certificate shows a value of \$2,144.47 per ton gold at \$20.57 per ounce.

I, E. P. DORN, residing at 100 Adams Street, Pasadena, California, make the foregoing statements for the purpose of inducing investors to invest in the work of mining the gold in these caves, and I solemnly swear that all statements made hereinabove are true and that all persons will find the physical conditions in the cave as above stated.

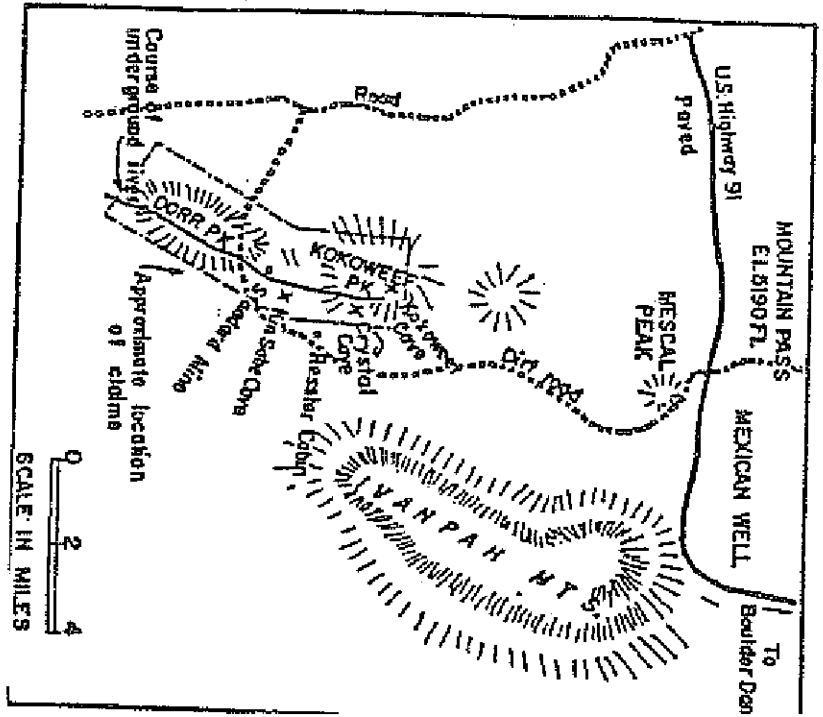
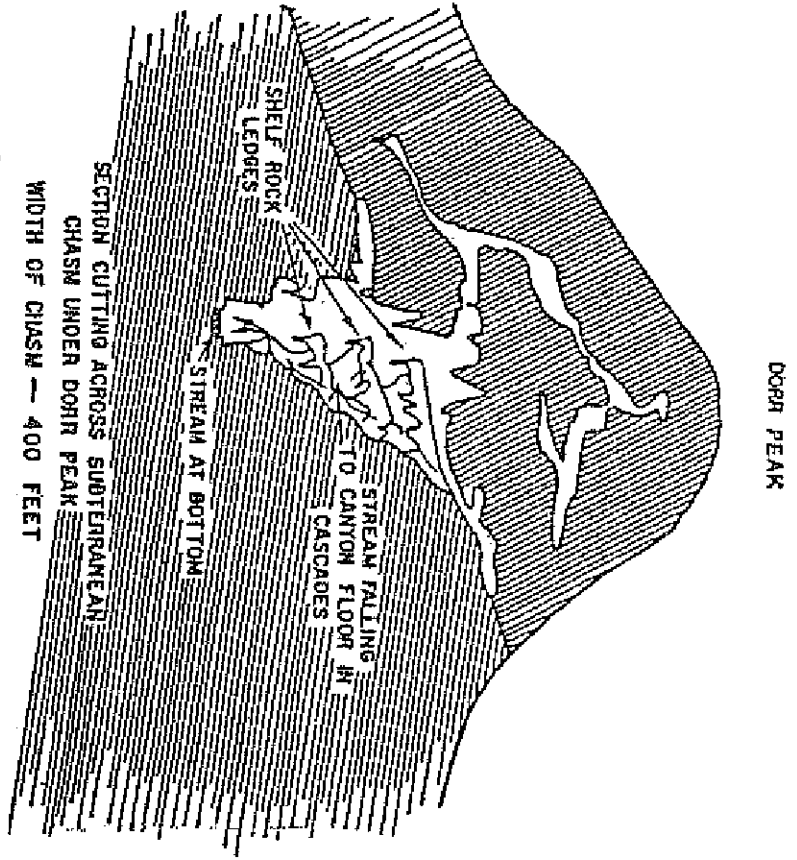
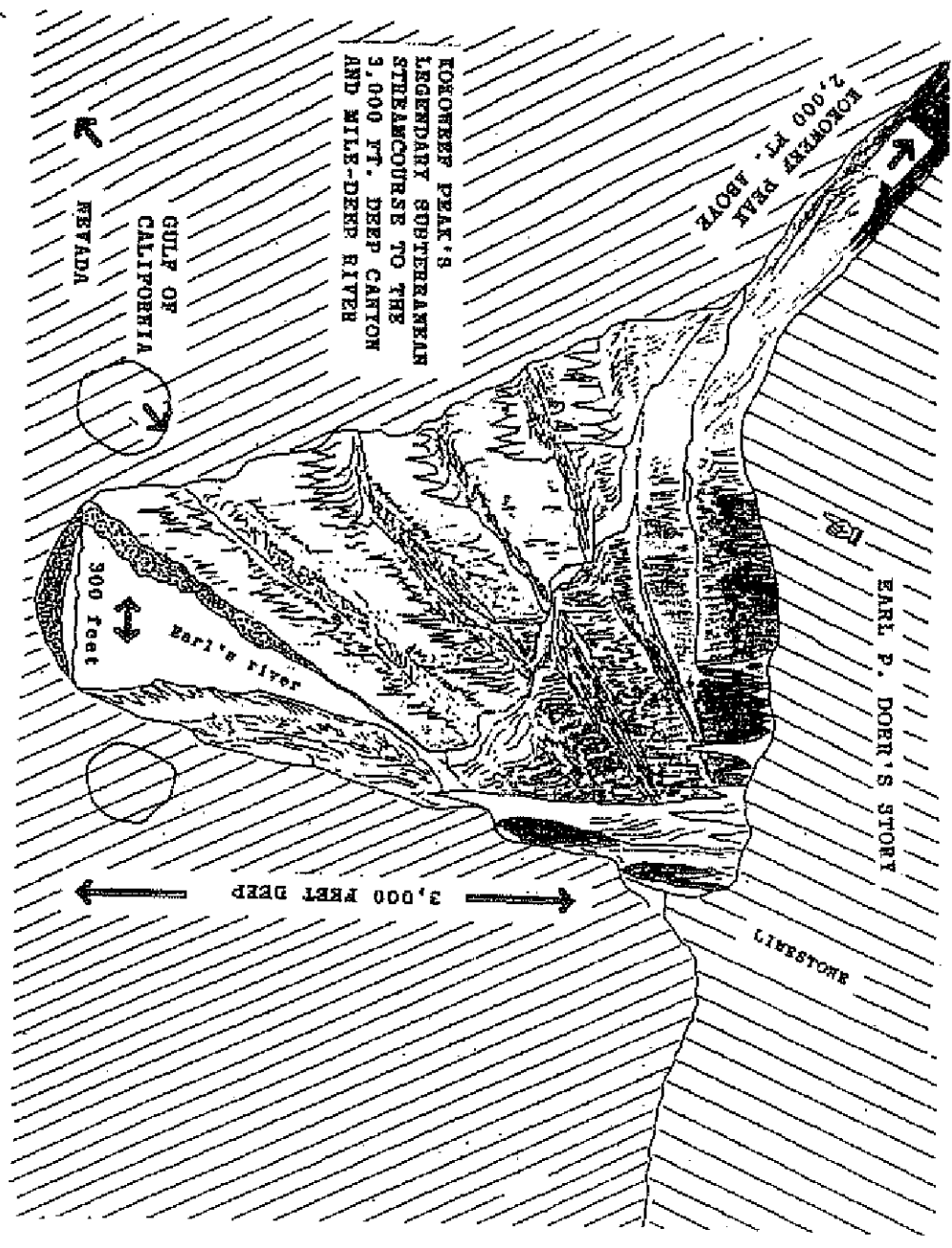
SUBSCRIBED and sworn to on this 10th day of December, 1934.

E. P. Dorn
Notary Public in and for the County of Los Angeles, State of California.

My Commission Expires Aug. 26, 1935



The Cavern of Gold beneath Kokoweef Peak and nearby ridges. Original drawn by Herman Wallace, Jr., under the instruction and personal supervision of E. P. Dorr. Redrawn by A. Kelners, and used through the courtesy of Herman Wallace, Sr.



Reports Cavern Has Black Sand Running \$2,415 Per Yard

WHAT would you say if some one told you he had sampled gold bearing black sand on the banks of a river that ran \$2,415.47 per cubic yard, at the old gold price, the assay being made by the well known and reliable assayer and chemist, John Herman, of Los Angeles?

What would be your answer if said engineer told you the gold-bearing black sand lay on both sides of a river for a known distance of 8 miles for an average width of 350 feet and an average depth of 8 feet?

Here is the story as sworn to in an affidavit by E. P. Dorr, 309 Adena St., Pasadena, Cal., on Nov. 16, 1934:

TO WHOM IT MAY CONCERN:

This is to certify that there are located in San Bernardino County, California, certain caverns. These caverns are about 250 miles from Los Angeles, California. Traveling over state highways by automobile the caverns can be reached in a few hours.

Accompanied by a mining engineer, I visited the caverns in the month of May, 1927. We entered them and spent four days exploring them for a distance of between eight and nine miles. We carried with us altimeters and pedometers, to measure the distance we traveled and had an instrument to take measurements of distance by triangulation, together with such other instruments convenient and necessary to make examinations, observations and estimations.

Our examinations revealed the following facts, viz:

1. From the mouth of the cavern we descended about 2,000 feet. There, we found a canyon which, on our altimeter, measured about 3,000 to 3,500 feet deep. We found the caverns to be divided into many chambers, filled and embellished with the usual stalactites and stalagmites, besides many grotesque and fantastic wonders that make the caverns one of the marvels of the world.

2. On the floor of the canyon there is a flowing river which by careful examination and measurement (by triangulation) we estimated to be about 300 feet wide, and with considerable depth. The river rises and falls with the tides of the sea—at high tide, being approximately 300 feet wide, and at low tide, approximately ten feet wide and four feet deep.

3. When the tide is out there is exposed on both sides of the river from 100 to 150 feet of black beach sand which is very rich in gold values. The sands are from four to eleven feet deep. This means there are about 300 to 350 feet of rich bearing placer sand which averages eight feet in depth. We explored the canyon sands a distance of more than eight miles, finding little variation in the depth and width of the sands.

4. I am a practical miner of many years experience and I own valuable mining property nearby which I am willing to pledge and put up as security to guarantee that the statements herein made are true.

5. My purpose of exploring the caverns was to study the mineralogy in order to ascertain the mineral possibilities and actualities of the caves, making such examination in person with my engineer necessary to determine by expert examination the character and quantity of mineral values of the caverns, rocks and sands.

6. I carried out about ten pounds of the black sand and "panned" it, receiving more

Los Angeles Notes

H. H. Corbin of North Hollywood heads 20 Metals Inc., a new \$320,000 mining concern which has filed articles of incorporation with the State. Headquarters will be in North Hollywood.

Mabel Dyer was recently at her mine workings in the Indian Hill district of Sierra County.

The Southwest Engineering Co. built the mill on the Summit King Mines, Ltd., property east of Fallon, Nevada, which is now treating 10 tons daily.

Doug Freeman, who mined in the Salmon river district of Shasta County some 25 years ago, was recently visiting in South Valley and different parts of Shasta County.

The Long Valley Mines, Inc. have started mining at the Delvever mine, six miles east of Greenville, Plumas County, Cal. The company owns 2 claims in the vicinity. The ore contains gold and manganese. H. W. Shrader of Greenville is in charge of the developments.

Fred E. Pfenk, owner of the Sulphur Queen mine at Mountain Pass, San Bernardino County, 10 miles from Nippon, has about 40,000 tons of ore blocked out. A 100-ton mill has been installed and a 4-mile water line laid from McFarlane.

The Imperial Smelting & Refining Co. has taken an option to purchase the Darwin lead property, near Darwin, Inyo County, Cal. from the Wagner Asson Realization Corp., 1 Wall St., New York. Operations are to begin as soon as the preparatory work is finished. The land comprises 80 patented claims many produced in the 1870's. Harry Kingsbury of Darwin is in charge of the project to man crew. Development is in the Thompson tunnel.

Represented by engineer J. A. McCarthy, Los Angeles men have leased 3 claims known as the Wilbur Gold Group, at Darwin, Cal. An air compressor, pumps, hoist and other equipment have been moved to the No. 4 claim, where there is promise of a large low grade gold deposit. New buildings have been erected. McCarthy plans the construction of a 50-ton mill in the near future. The property is owned by E. J. Wilbur of Darwin.

Leased by F. L. Main of Los Angeles, the Comanche mine southeast of Benton, Cal., is being mined on the 1,000 ft level and a slope is being opened on the rise to the 250-ft level. A high grade silver ore vein was struck last spring and ore from the first slope averaged 500 per ton. There are 15 men on the payroll. The Mineral Reduction Co., also located on the property, has a contract for treatment of the ore. The company also handles custom ores from other parts of Mono County.

than seven dollars in gold. I sold it to a gold buyer who allowed me at the rate of \$18.00 per ounce. Two and one-half pounds of this black sand I sent to John Herman, assayer, whose assay certificate shows a value of \$2,415.47 per yard, with gold at \$20.67 per ounce.

7. From engineering measurements and observations we made, I estimated that it would require a tunnel about 350 feet to penetrate to the caverns, one thousand feet or more below the present entrance, which are some three miles distant from my property.

8. I make no estimate of even the approximate tonnage of the black sand, but some estimation of the cubical contents may be made for more than eight miles and the minimum depth is never less than three feet. They are of varying depths—what their maximum depth may be we do not know.

H. M. Gunn, of Los Angeles, recently conferred with Fred F. Giles, Reno, Nev., mining engineer, on the mining possibilities.

Prospect 0440
L. Z. W. I. S. & W. A. L. E. Z. Z.
Assayers — Chemists
Flotation, Concentration, Cyanide
and Amalgamation Testing
104 N. Wyoming and 214 W. 11th St.
BUTTE, MONT. LOS ANGELES, CALIF.

R. A. Perez Company
Los Angeles — 129 N. Main St.
Assayers — Chemists — Engineers
Metallurgists
OTTO HALLMANN, S. M.
A. J. LUTHER, M. E. Eng.

MT-SCOPE—\$95—TERMS
Full Local Pocket Field Ore Guide
FREE LITERATURE on Request
FURNISH RESEARCH LABORATORIES
Palo Alto, California

LINO ENGINEERING CORPORATION
211 W. 3rd St. Los Angeles, Calif.
Consulting Geologists - Mining Engineers
MINING, PETROLEUM, SALINES AND
CLAY DEPOSITS
Examination Report Processes

Western Assayers
CHEMISTS AND METALLURGISTS
Checked Gold-Silver Assay, 104
With Copper or Lead - 1125
NORMAN W. PARLEY, S. M. M. E.
211 S. Spring St. Los Angeles, Cal.

Save Your Ore!
Use Dependable
ORE and SAMPLE
BAGS

NEW OR USED
CANVAS OR JUTE

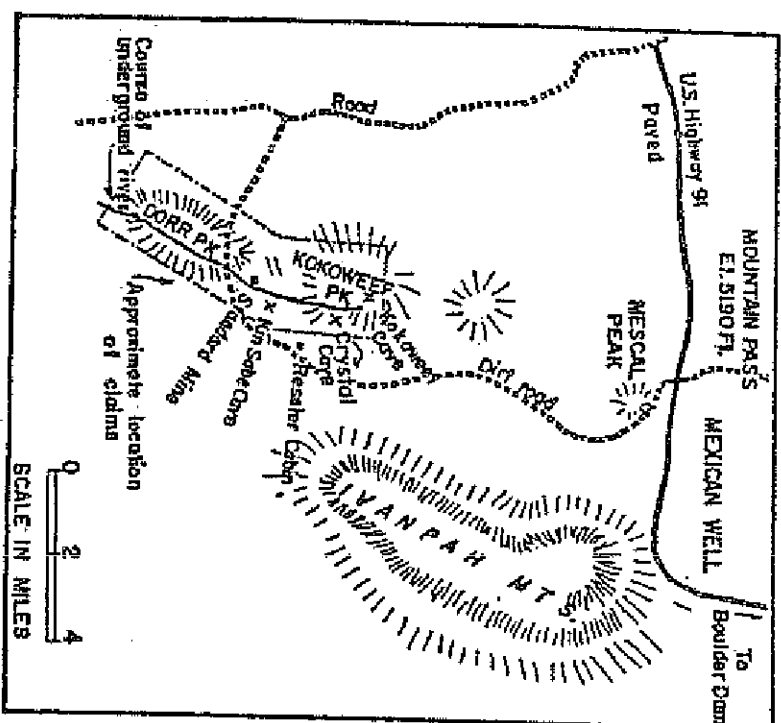
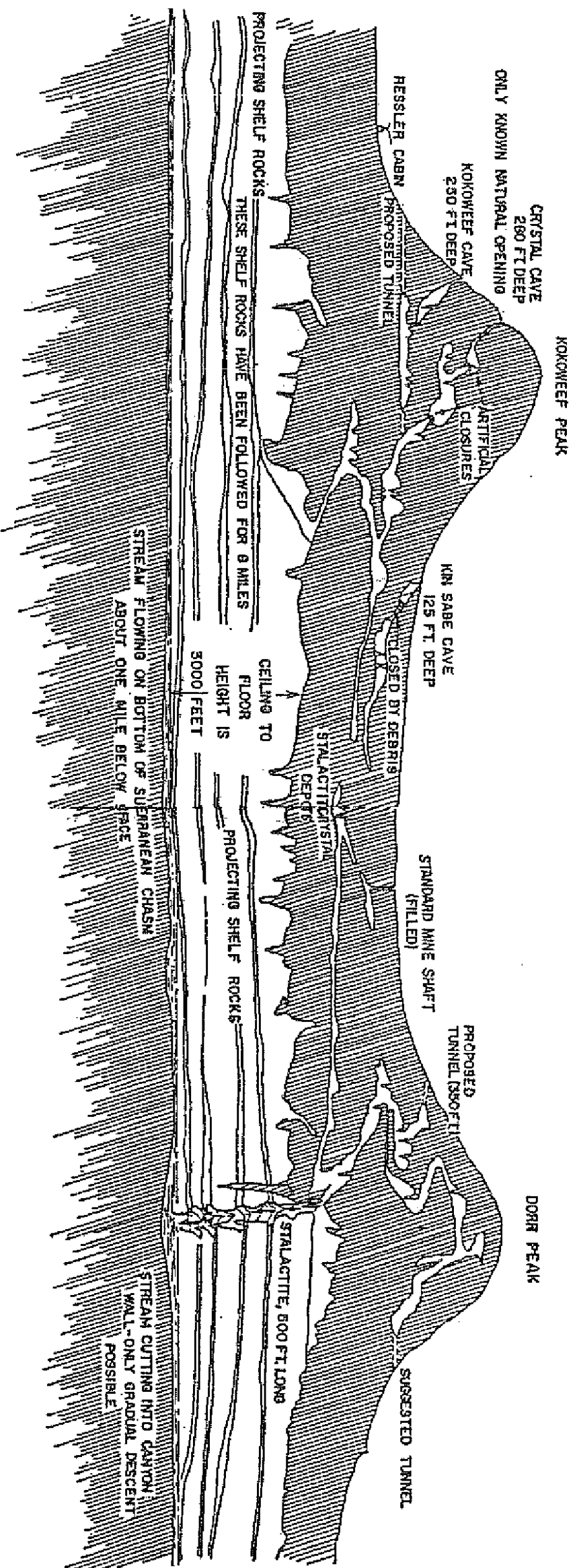
Canvas Sample Sheets
Powder and Fuse Bags
Burlap - Canvas - Twill
Filter Bottoms

CLARIFIER LEAVES
PRECIPITATE BAGS

Prospectors' Supplies

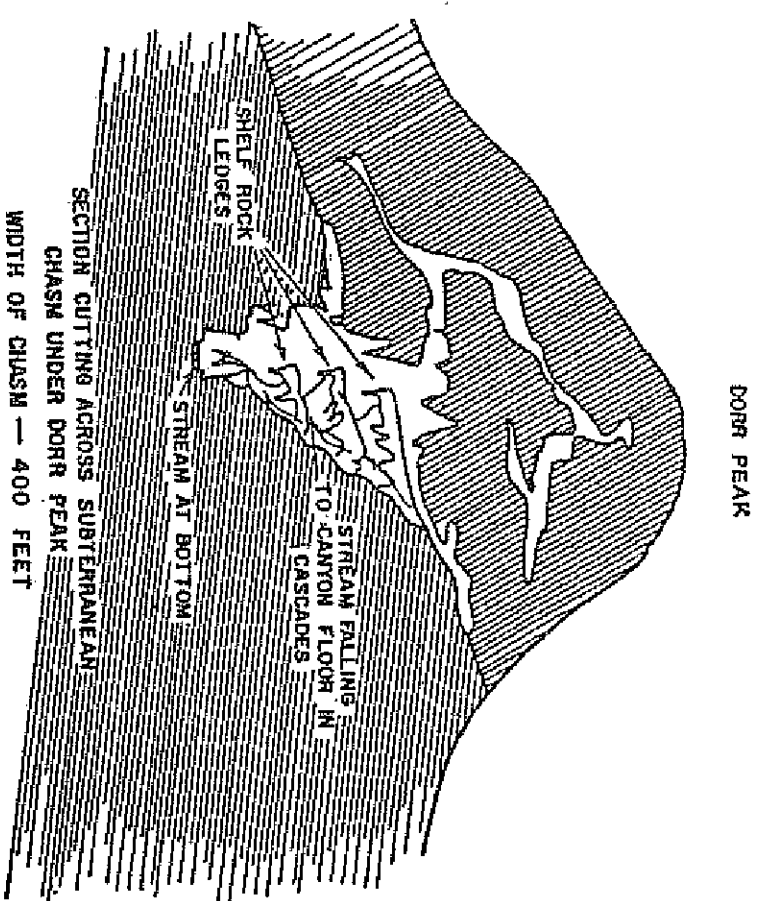
PLUMMER BAG
MANUFACTURING CO.
114 S. Main Street, Los Angeles

JOHN HERMAN
ASSAYER AND CHEMIST
I do not guarantee satisfaction
I GUARANTEE ACCURACY
COMPLETE
Qualitative Spectrographic Analysis, \$8
1711 B. Jollan St., LOS ANGELES



The Cavern of Gold beneath Kokoweet Peak and nearby ridges.
Original drawn by Herman Wallace, Jr., under the instruction and per-

sonal supervision of E. P. Dorr. Redrawn by A. Kelners, and used through
the courtesy of Herman Wallace, Sr.



AGREEMENT

THIS AGREEMENT is made the _____ day of _____, 2004 by and between KOKOWEEF, INC., a Nevada corporation (hereinafter called "the Company"), and _____ hereinafter called "the Purchaser").

W I T N E S S E T H :

WHEREAS the Company, which was incorporated on May 25, 2004, pursuant to its Articles of Incorporation has an authorized capitalization of 75,00,000 shares of common stock having a par value of \$.001 per share;

WHEREAS the Purchaser wishes hereby to purchase _____ shares of the common stock of the Company having a par value of \$.01 per share (hereinafter called "the Shares"), representing not less than _____% of the issued and outstanding shares of the common stock of the Company, on the other terms and conditions hereinafter set forth; and

WHEREAS the transactions involving the offer and sale by the Company to the Purchaser of the Shares are intended to be in accordance with the exemption or exemptions from registration under the Securities Act of 1933, as amended (hereinafter called "the Act"), under Section 3(b) and/or 4(2) of the Act and/or Regulation D (hereinafter called "Regulation D") promulgated thereunder by the United States Securities and Exchange Commission (hereinafter called "the Commission") and/or Section 4(6) of the Act as well as the exemption from registration under Subsection 11 of Section 90.530 of Nevada Revised Statutes and the exemption from qualification pursuant to Subdivision (f) of Section 25102 of the California Corporate Securities Law of 1968, as amended;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. Offer and Sale of the Shares. The Company hereby offers and sells to the Purchaser, and the Purchaser hereby purchases from the Company the Shares for the consideration heretofore paid to the Company as aforesaid on the other terms and conditions hereinafter set forth.

2. Representations of the Purchaser. The Purchaser represents and warrants to the Company and to other purchasers of securities of the Company as follows:

- a. The Purchaser is a resident of the State of _____ and has no intention of becoming a resident or citizen of any other state or jurisdiction.
- b. The Purchaser has adequate means of providing for his current needs and possible personal contingencies, no need for liquidity of his investment in the Company hereunder, and a net worth and anticipates that he will continue to have in the future income sufficient to bear the economic risk of losing his entire investment in the Company.
- c. The Shares have not been registered under the Act in reliance upon an exemption or exemptions from registration as hereinabove stated. The Purchaser is purchasing the Shares without being furnished any offering literature or prospectus.
- d. The Shares are being acquired solely for the Purchaser's own account, for investment, and are not being purchased with a view to or for resale, distribution, subdivision, or fractionalization thereof, and the Purchaser has no present plans to enter into any such contract, undertaking, agreement, or arrangement or otherwise to act as an "underwriter" as defined in Section 2(11) of the Act.
- e. The Purchaser acknowledges and is aware of the following:
- (1) The Company is a new Nevada corporation having been incorporated on May 25, 2004. The Company has no operating history. Neither the Purchaser nor any past or present affiliate of the Purchaser has any experience in the business of the Company.
 - (2) The Shares constitute an extremely speculative investment which involves a very high degree of risk of loss by the Purchaser.
 - (3) There are substantial restrictions on the transferability of the Shares. The Shares will not be, and any holders of the Shares have no rights to require that the Shares be, registered under the Act. There will be no public market for the Shares, and the Purchaser may not be able to avail himself of the provisions of Rule 144 promulgated by the Commission under the Act with respect to the resale of the Shares. Accordingly, it may not be possible for the Purchaser to liquidate his investment in the Shares.

3. Representations of the Company. The Company represents and warrants to the Purchaser as follows:

a. The Company was duly organized and is and shall be validly existing under and pursuant to the laws of the State of Nevada with full power to conduct the business in which it intends to engage.

b. This Agreement has been duly authorized, executed and delivered on behalf of the Company, enforceable in accordance with its terms, and the Company has full power and lawful authority to sell and issue the Shares on the terms and conditions herein set forth.

c. The consummation of the transactions contemplated by this Agreement in compliance with the provisions hereof will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation of any lien, charge, or encumbrance on, any property or assets of the Company pursuant to any indenture, mortgage, deed of trust, agreement, articles of incorporation, bylaws, contract, or other instrument to which the Company is a party or by which the Company may be bound.

d. The Company is a new Nevada corporation which was incorporated on May 25, 2004, is in the developmental stage, has only recently commenced its business and, therefore, has no operating history.

e. There is no litigation presently pending or threatened against the Company.

f. The total number of shares of stock which the Company is authorized to issue, pursuant to the adoption of the aforesaid amendment to the Articles of Incorporation of the Company, is 75,000,000 shares of common stock having a par value of one cent (\$.001) per share.

g. The Shares all have voting rights and are fully paid and nonassessable.

h. Without limiting the Company's reliance on the exemption under Section 4(2) of the Act, the offer and sale of the Shares, including any transaction which may be deemed included as a part of such offer and sale are now being made and will be made in conformity with all of the applicable conditions of Rule 504 of Regulation D, and it is understood and agreed that the Company is not supplying the Purchaser with any offering

memorandum or other disclosure documentation under subparagraph (b)(2) of Rule 502 of Regulation D other than as set forth herein. As used herein the terms "offer" and "sale" have the meanings specified in Section 2(3) of the Act. The Company will not hereafter offer or sell any securities of the same or similar class as the Shares which offer or sale would cause the offer and sale of the Shares hereunder to fail to comply with the applicable conditions of Rule 504 of Regulation D.

j. Neither the Company nor any person acting on its behalf has offered or sold or will offer or sell securities of the Company by means of any form of general solicitation or general advertising as those terms are used in paragraph (c) of Rule 502 of Regulation D. No advertisement, article, notice, or other communication which could be deemed to be related to an offer or sale of any such securities has been or will be published in any newspaper, magazine, or similar medium or has been or will be broadcast over television or radio. No seminar or meeting will be held in connection with the offer and sale of any such securities the attendees of which shall have been invited by any general solicitation or general advertising. No letter, circular, notice, or other written communication from the Company or any person acting on its behalf in connection with the offer and sale of any such securities is being or will be used by the Company.

k. The aggregate sales price of all sales of any such securities will not exceed the monetary limitations of Rule 504 of Regulation D.

l. The Company and any person or persons acting on its behalf have exercised and will exercise reasonable care to assure that the purchasers of such securities of the Company are not underwriters in the transactions under this Agreement within the meaning of Section 2(11) of the Act.

m. The agreements with all purchasers of such securities will contain a representation by each purchaser that such purchaser is purchasing such securities for his own account pursuant to the requirements of paragraph (d) of Rule 502 of Regulation D.

n. The transactions involving the offer and sale of the Shares is part of an issue in which there are no more than twenty-five (25) purchasers in the State of Nevada during any twelve (12) consecutive months.

o. No general solicitation or general advertising has been will be used in connection with the offer to sell or sale of the Shares or any other shares of the common stock of the Company.

p. No commission or other similar compensation has been or will be paid or given, directly or indirectly, to a person other than a broker-dealer licensed or not required to be licensed under Chapter 90 of Nevada Revised Statutes for soliciting a prospective purchaser in the State of Nevada.

q. One of the following conditions is satisfied:

(1) The Company reasonably believes that all the purchasers in the State of Nevada are purchasing for investment; or

(2) Immediately before and immediately after the transaction the Company reasonably believes that the securities of the Company are held by fifty (50) or few beneficial owners, and the transaction is part of an aggregate offering that does not exceed five hundred thousand dollars (\$500,000) during any twelve (12) consecutive months.

4. Survival of Representations. The representations, warranties, and agreements of the parties hereto contained in this Agreement shall not be discharged or dissolved upon but shall survive the closing hereunder and shall be unaffected by any investigation made by any party at any time.

5. Business of the Company. The Company is the successor to Explorations Incorporated of Nevada, a Nevada corporation (hereinafter called "EIN"), which was incorporated on October 24, 1984 primarily for the purpose of engaging in mineral exploration and mining business activities. Since EIN has engaged in exploration by drilling, tunneling, and other mining procedure for minerals and water upon 85 patented acres of real property owned by Crystal Cave Mining, a Nevada corporation, under a lease with Crystal Cave Development Company, Inc., a California corporation, which, in turn leased the said property to EIN for \$500 per month until 2039 with an option to renew for twenty years on the same terms and conditions. EIN was, and the Company's still is, in the exploratory stage.

6. Plan of Reorganization. On June 6, 2004, the Company entered into an Assignment, Agreement and Plan of Reorganization ("the Agreement") with EIN. The Agreement provides that all of the assets, trademarks, trade names, franchises, intellectual property

rights, licenses, leases, contracts, goodwill, name, and business ("the Assets") of EIN were exchanged for shares of the voting common stock of the Company, which is intended to be a Type "C" tax-free exchange under Section 368 of the Internal Revenue Code. Each shareholder of EIN is receiving one share of the common stock of the Company for and in lieu of each one share of EIN. Upon completion of the exchange and the delivery of certificates of the Company's common stock in complete liquidation of EIN, the Company will be dissolved.

7. Attorneys' Fees. If any litigation is commenced between or among the parties or their representatives concerning any provisions of this Agreement or the rights and duties of any person or entity in relation to it, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his, its or their attorneys' fees in such litigation.

8. Counterparts. This Agreement may be executed in several counterparts, and as executed shall constitute one Agreement, binding on all of the parties to it, notwithstanding that all the parties are not signatory to the original or to the same counterpart.

9. Binding Effect. Except as otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties signatory to this Agreement, their personal representatives, heirs, successors and assigns.

10. Headings. The headings of the paragraphs of this Agreement in no way define, limit, extend or interpret the scope of this Agreement or of any particular paragraph or section.

11. Additional Documents. Each of the parties hereto agrees to execute with acknowledgment or affidavit, if required, any and all additional documents which may be necessary or expedient in the consummation of this Agreement and the achievement of its purposes.

12. Validity. If any provision of this Agreement is held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

13. Interpretation. When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and in the masculine gender shall include the feminine and neuter, and vice versa.

14. Applicable Law. It is the intention of the parties that the

laws of the State of Nevada govern the validity of this Agreement, the construction of its terms and conditions, and the interpretation of the rights and duties of the parties.

15. Integrated Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter of it, and there are no agreements, understandings, restrictions, representations or warranties between the parties hereto other than those set forth or provided in this Agreement.

16. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or transmitted by postage-prepaid registered or certified mail with return receipt requested, facsimile machine, Federal Express, United Parcel Service, Express Mail, or other overnight mail delivery service, as follows:

If to the Company:

KOKOWEEF, INC.
c/o Larry Hahn, Pesident
2008 East Lake Mead Blvd.
North Las Vegas, Nevada 89030

With copy to:

Patrick C. Clary, Chartered
7201 W. Lake Mead Blvd., Suite 503
Las Vegas, Nevada 89128

If to the Purchaser:

or with respect to either of the parties hereto to such other address as may be provided in a written notice satisfying the conditions of this paragraph 16.

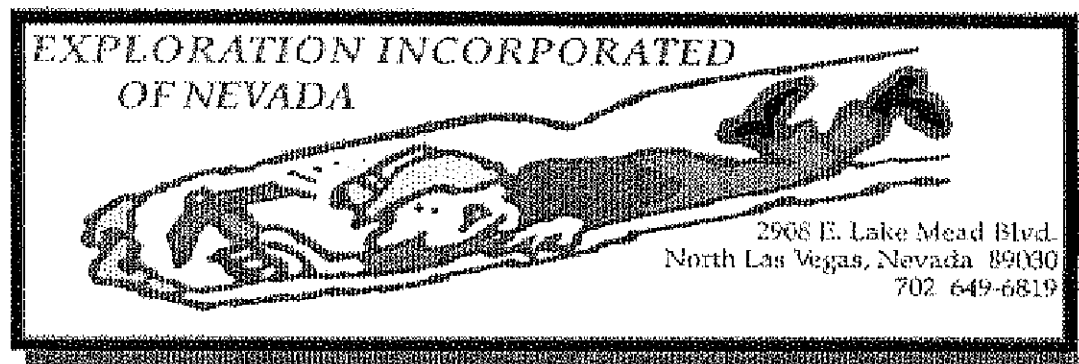
IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

KOKOWEEF, INC.

By _____
President
"The Company"

"The Purchaser"

EXHIBIT 9



August 11, 2007

To Our Investors of Record:

First, we would like to apologize for not having the annual meeting at the normal day of the first Sunday in June. We have been working diligently on getting our drilling permits from the Bureau of Land Management. Unexpectedly, it took an extra sixty days for a total of ninety days to acquire a permit (received the last week of May). Since all our drilling will take place on Kokoweef Inc. claims, we had to apply for a Notice of Operations, which says we will not disturb more than 5-acres of ground per notice for our access roads and drill sites.

In June and July, with the Notice of Operations acquired and while waiting for our new core-drill supplies, we decided to do some drilling with our old hammer drill on the southern side of the ore body. An interesting event occurred at one of our two new drill holes where we found air blowing out at a consistent flow-rate each day starting at 3:30 in the afternoon. This should prove interesting should this be connected to our fabled canyon. We will update you on this as we expand our search.

By the end of August we will have acquired over 100,000 dollars worth of drill steel, bits, reamers, and other operating necessities for our first drill rig to begin drilling in late August. Again there was an unexpected delay in acquiring the drill pipe because there is such a huge demand for exploration drilling in the United States that has caused a backlog on drill pipe and supplies. We are expecting to have everything on site some time between mid August and the end of the month.

As you know, we have been sending out newsletters for over 22 years. We are now going to move into the 21st century to avoid the cost of stamps, paper, ink, printing, etc. This will be the last physical newsletter sent out on paper unless there is an overriding reason we should have one printed. We will be supplying all investors with a password for a password-protected page on our web site (www.kokoweef.com) where newsletters will be posted. Currently the name and password are:

Name	2007
Password	EarlDorr

We will be holding a special meeting on August 28, 2007, 1 p.m. at the mine for the election of the Board of Directors of Kokoweef Inc. This meeting will also cover general information regarding our current status. Although the meeting is open to stockholders, the vehicle which carries individuals to the meeting space (big house) is out of commission, therefore, we respectfully request all individuals walk from the camp to the meeting room. Water and soft drinks will be made available, however, food is not provided. Any interested investors should contact us at 702-521-9641 to sign up to be present. Enclosed with this newsletter is a proxy encouraging your support for our Board of Directors.

Thanks for your continued support over the years.

Sincerely,

Larry Hahn, President & Board of Directors

Board of Directors:

Larry Hahn, President & Treasurer
 Ted Burke, Vice President & Secretary
 Jimmy Serrill, Director

Richard Dutchik, 1st Vice President & Director
 Mike Kehoe, Director
 Richard Renel, Director

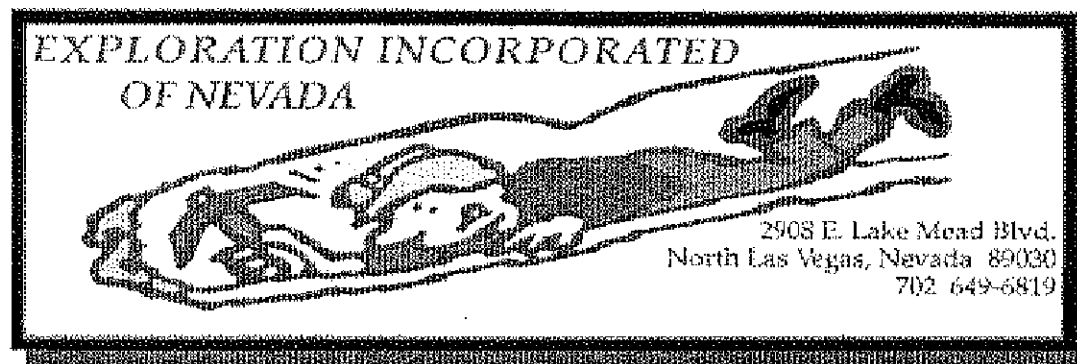
Drillers:

Larry Butler

Randy Stenberg

Pat Muncie

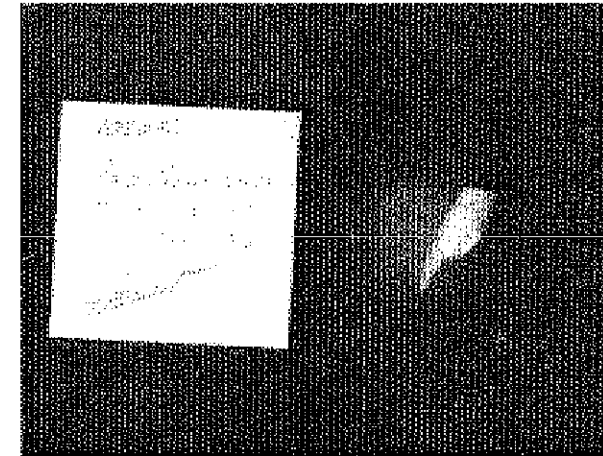




November 22, 2006

To Our Investors:

As you recall from the last news letter, we contracted with Redding Drilling for two holes at a cost of \$10.00 a foot. Our first hole was drilled to a depth of 1700' where we encountered water which prevented us from going deeper. Cuttings were assayed in combined zones of 1) 740'-to-1,100', 2) 1,105'-to-1,440' and 3) 1,445'-to-1,700'. After crushing the samples to the proper mesh, zone one showed a gold value of 0.119oz of gold per ton, zone two showed a gold value of 0.207oz per ton and zone three showed a gold value of 0.219oz per ton. We also had significant amounts of silver, copper, platinum, and other trace minerals. Anything above 0.100 oz per ton is considered a mineable ore body. We cannot give you an estimate of the size of the deposit until we drill more holes. The electronics survey suggests that the valuable ore body starts at about 1,000' and continues to an approximate depth of 2,500' and an approximate width of 800-1,200'. How long it may be is any body's guess, but suffice to say, we believe it is a significant find.



At the predrilled hole number twelve, we continued the drilling at a starting depth of 1,180' and drilled to 1,550'. Because our electronics showed we were on the edge of one leg of the ore body, we began to show value at approximately the 1,500' mark. Again we encountered water. Because of the type of drilling hammer we purchased a few years ago, we could not force enough air through it to raise the cuttings, drill soap and water up to the surface. We tried to modify the hammer to allow more air. However, because of the internal design, we were unable to make it work any better.

After consulting with our mining specialist, Jim Hanhardt and his professional colleagues in the mining industry, the consensus is we need to focus our efforts on core drilling. If we are going to explore this ore body and eventually acquire financing to develop it, we must follow the most acceptable guidelines for lending institutions which is core sampling. These cores are usually five feet long and one and a half to two inches in diameter. They are split in half length wise so one half stays with the company and any portion of the remaining other half can be used by the lending institution to determine value.

We were lucky to find two used core drilling rigs in Idaho. With these rigs we can drill to a depth of approximately 3,000'. These rigs do not use a hammer and air combination. Instead they use high pressure pumps and water. Therefore, we should not have the water problems we previously encountered.

Since there was not enough money available in Kokoweef Inc., Ted Burke and Larry Hahn purchased the two rigs and will lease the equipment to Kokoweef Inc. at a very reasonable rate. Our current needs are to acquire the drilling steel, diamond bits, and other necessary items; which we are estimating will cost a minimum of \$50,000.00 per rig. Fortunately we acquired the services of a first class driller, Cliff Lee. He likes our operation and has agreed to come on board to work for shares and NO PAY. We believe this will save us a considerable amount of money and provide an opportunity to educate Larry Butler and others in the operation of these entirely different drilling rigs.

As you know, the last two years we have been working on changing the corporation to accomplish the goals we have as a group. Therefore, as of August 31st, 2006, we officially became Kokoweef Incorporated. Because Nevada State Law for a C-corporation dictates that we can only have 25 new investors or transactions in the course of one calendar year and we can raise no more than one million

dollars, we are investigating this impact on the company. These restrictions preclude our previous investors from investing numerous small sums in the company in one calendar year because each investment is considered a transaction. Therefore, we must change our way of raising the money we need to continue operating.

We expect our drilling and camp maintenance needs to be \$250,000 to \$300,000 over the course of the next two years. Therefore, we may have to borrow funds as well as take on investors with the capabilities of investing larger sums to meet our goals.

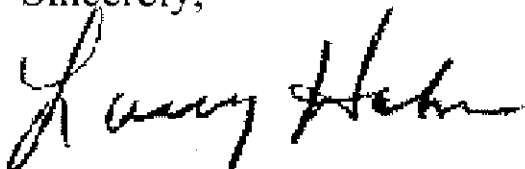
For everyone who has made contributions to Explorations Inc. up to August 31, 2006, we would like to transfer and distribute shares in the new corporation, Kokoweef Inc. Enclosed is a form we need filled out and returned with the exact legal name(s) and/or trust in which you would like your shares. We will in turn send you your certificate. We also must update our files. Information needed is:

- Address
- phone number,
- cell number
- e-mail
- social security or EIN number (for reporting purposes)
- fax number.

Enclosed is our attorney's letter to investors explaining our position regarding the changes to the new corporation and the return form for information purposes.

Thanks for your continued support over the years.

Sincerely,



Larry Hahn, President & Board of Directors



Board of Directors:

Larry Hahn, President & Treasurer
Jimmy Serrill, Vice President & Secretary
Ted Burke, Director

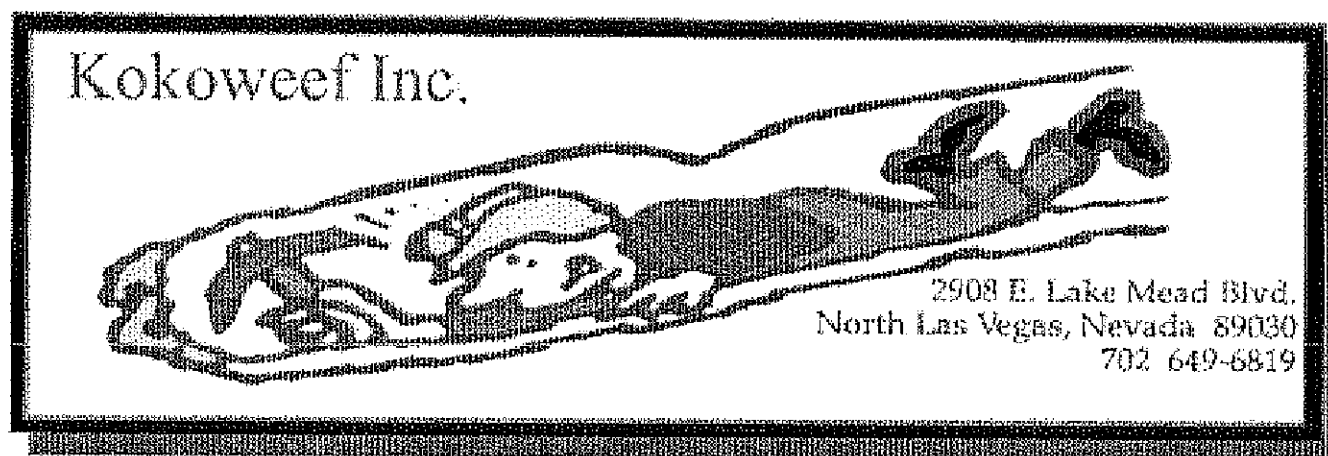
Richard Dutchik, 1st Vice President & Director
Mike Mackey, Director
Richard Renel, Director

Drillers:

Larry Butler

Randy Stenberg

Cliff Lee



INFORMATION FORM

Please fill out and return to Kokoweef Inc. 2908 E. Lake Mead Blvd., North Las Vegas, NV 89149.
Please type or print legibly. All information should be exactly as you want it on your stock certificate.

Husband's Name: _____

Wife's Name: _____

Legal Name(s) and/or Trust on Stock Certificate: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____ Social Security #: _____

Used for Reporting Purposes

Web Site: _____

Emergency Contact Information:

Name: _____

Relationship: _____

Address: _____

Phone Number: _____

E-mail: _____

Board of Directors:

Larry Hahn, President & Treasurer
Jimmy Serrill, Vice President & Secretary
Ted Burke, Director

Richard Dutchik, 1st Vice President & Director
Mike Mackey, Director
Richard Renel, Director

Drillers:

Larry Butler

Randy Stenberg

Cliff Lee

EXHIBIT 10

Securities Lawyer's Deskbook



Law

published by The University of Cincinnati College of

College of Law

Friday, August 19, 2011

[Search the Deskbook](#)

[Make a Comment or Suggestion](#)

[Deskbook Home](#)

[Problems with IE 8 & 9](#)

Table of Contents

The Securities Act of 1933 (15 USC § 77a et seq.)

General rules and regulations promulgated under the
Securities Act of 1933 (17 CFR Part 230)

Selected forms prescribed under the Securities Act of
1933

The Securities Exchange Act of 1934 (15 USC § 78a et seq.)

General rules and regulations promulgated under the
Securities Exchange Act of 1934 (17 CFR Part 240)

Selected forms prescribed under the Securities Exchange
Act of 1934

The Investment Company Act of 1940 (15 USC § 80a-1 et seq.)

Rules and regulations promulgated under the Investment
Company Act of 1940 (17 CFR Part 270)

The Investment Advisers Act of 1940 (15 USC § 80b-1 et seq.)

Rules and regulations promulgated under the Investment
Advisers Act of 1940 (17 CFR Part 275)

Standards of Professional Conduct for Attorneys (17 CFR Part 205)

Regulation S-X (17 CFR Part 210)

Regulation S-B (17 CFR Part 228)

Regulation S-K (17 CFR Part 229)

Regulation M-A (17 CFR 229.1000 et seq.)

Regulation AB (17 CFR 229.1100 et seq.)

Regulation S-T (17 CFR Part 232)

Regulation M and ATS (17 CFR 242.100 & 242.300)

Regulation SHO (17 CFR 242.200 et seq.)

Regulation AC (17 CFR 242.500 et seq.)

Regulation NMS (17 CFR Part 242.600 et seq.)

Regulation FD (17 CFR Part 243)

Regulation G (17 CFR Part 244)

Regulation BTR (17 CFR Part 245)

Regulation S-P (17 CFR Part 248)

Sarbanes-Oxley Act of 2002

Notice to Users: The Deskbook is made available with the understanding that the University of Cincinnati College of Law is not engaged in rendering legal, accounting or other professional services. If legal advice or other expert assistance is required, the service of a competent professional person should be sought. See Terms and Conditions of Use. 12/2011

© Copyright 1998-2011, University of Cincinnati, All Rights Reserved
Contact: ronald.jones@uc.edu

Securities Lawyer's Deskbook



Law

published by The University of Cincinnati College of

College of Law

**General Rules and Regulations
promulgated
under the
Securities Exchange Act of 1934**

Regulatory History

Search Page

Suggestions

Main Table of Contents

Home

Rule 16a-1 -- Definition of Terms

Terms defined in this rule shall apply solely to section 16 of the Act and the rules thereunder. These terms shall not be limited to section 16(a) of the Act but also shall apply to all other subsections under section 16 of the Act.

- a. The term *beneficial owner* shall have the following applications:
 1. Solely for purposes of determining whether a person is a beneficial owner of more than ten percent of any class of equity securities registered pursuant to section 12 of the Act, the term "beneficial owner" shall mean any person who is deemed a beneficial owner pursuant to section 13(d) of the Act and the rules thereunder; *provided, however,* that the following institutions or persons shall not be deemed the beneficial owner of securities of such class held for the benefit of third parties or in customer or fiduciary accounts in the ordinary course of business (or in the case of an employee benefit plan specified in paragraph (a)(1)(vi) of this section, of securities of such class allocated to plan participants where participants have voting power) as long as such shares are acquired by such institutions or persons without the purpose or effect of changing or influencing control of the issuer or engaging in any arrangement subject to Rule 13d-3(b):
 - i. A broker or dealer registered under section 15 of the Act;
 - ii. A bank as defined in section 3(a)(6) of the Act;

- iii. An insurance company as defined in section 3(a)(19) of the Act;
- iv. An investment company registered under section 8 of the Investment Company Act of 1940;
- v. Any person registered as an investment adviser under Section 203 of the Investment Advisers Act of 1940 or under the laws of any state;
- vi. An employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. 1001 *et seq.* ("ERISA") that is subject to the provisions of ERISA, or any such plan that is not subject to ERISA that is maintained primarily for the benefit of the employees of a state or local government or instrumentality, or an endowment fund;
- vii. A parent holding company or control person, provided the aggregate amount held directly by the parent or control person, and directly and indirectly by their subsidiaries or affiliates that are not persons specified in paragraphs (a)(1)(i) through (ix), does not exceed one percent of the securities of the subject class;
- viii. A savings association as defined in Section 3(b) of the Federal Deposit Insurance Act (12 U.S.C. 1813);
- ix. A church plan that is excluded from the definition of an investment company under section 3(c)(14) of the Investment Company Act of 1940; and
- x. A group, provided that all the members are persons specified in Rule 16a-1(a)(1)(i) through (ix).
- xi. A group, provided that all the members are persons specified in Rule 16a-1(a)(1)(i) through (vii).

Note to paragraph (a). Pursuant to this section, a person deemed a beneficial owner of more than ten percent of any class of equity securities registered under section 12 of the Act would file a Form 3, but the securities holdings disclosed on Form 3, and changes in beneficial ownership reported on subsequent Forms 4 or 5, would be determined by the definition of "beneficial owner" in paragraph (a)(2) of this section.

2. Other than for purposes of determining whether a person is a beneficial owner of more than ten percent of any class of equity securities registered under Section 12 of the Act, the term *beneficial owner* shall mean any person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares a direct or indirect pecuniary interest in the equity securities, subject to the following:

- i. The term *pecuniary interest* in any class of equity securities shall mean the opportunity, directly or indirectly, to profit or share in any profit derived from a transaction in the subject securities.
- ii. The term *indirect pecuniary interest* in any class of equity securities shall include, but not be limited to:
 - A. Securities held by members of a person's immediate family sharing the same household; provided, however, that the presumption of such beneficial ownership may be rebutted; see also Rule 16a-1(a)(4);
 - B. A general partner's proportionate interest in the portfolio securities held by a general or limited partnership. The general partner's proportionate interest, as evidenced by the partnership agreement in effect at the time of the transaction and the partnership's most recent financial statements, shall be the greater of:
 - 1. The general partner's share of the partnership's profits, including profits attributed to any limited partnership interests held by the general partner and any other interests in profits that arise from the purchase and sale of the partnership's portfolio securities; or
 - 2. The general partner's share of the partnership capital account, including the share attributable to any limited partnership interest held by the general partner.
 - C. A performance-related fee, other than an asset-based fee, received by any broker, dealer, bank, insurance company, investment company, investment adviser, investment manager, trustee or person or entity performing a similar function; *provided, however*, that no pecuniary interest shall be present where:
 - 1. The performance-related fee, regardless of when payable, is calculated based upon net capital gains and/or net capital appreciation generated from the portfolio or from the fiduciary's overall performance over a period of one year or more; and
 - 2. Equity securities of the issuer do not account for more than ten percent of the market value of the portfolio. A right to a nonperformance-related fee alone shall not represent a pecuniary interest in the securities;
 - D. A person's right to dividends that is separated or separable from the underlying securities. Otherwise, a right to dividends alone shall not represent a pecuniary interest in the securities;

- E. A person's interest in securities held by a trust, as specified in Rule 16a-8 (b); and
 - F. A person's right to acquire equity securities through the exercise or conversion of any derivative security, whether or not presently exercisable.
 - iii. A shareholder shall not be deemed to have a pecuniary interest in the portfolio securities held by a corporation or similar entity in which the person owns securities if the shareholder is not a controlling shareholder of the entity and does not have or share investment control over the entity's portfolio.
- 3. Where more than one person subject to section 16 of the Act is deemed to be a beneficial owner of the same equity securities, all such persons must report as beneficial owners of the securities, either separately or jointly, as provided in Rule 16a-3(j). In such cases, the amount of short-swing profit recoverable shall not be increased above the amount recoverable if there were only one beneficial owner.
- 4. Any person filing a statement pursuant to section 16(a) of the Act may state that the filing shall not be deemed an admission that such person is, for purposes of section 16 of the Act or otherwise, the beneficial owner of any equity securities covered by the statement.
- 5. The following interests are deemed not to confer beneficial ownership for purposes of section 16 of the Act:
 - i. Interests in portfolio securities held by any holding company registered under the Public Utility Holding Company Act of 1935 (15 U.S.C. 79a *et seq.*);
 - ii. Interests in portfolio securities held by any investment company registered under the Investment Company Act of 1940; and
 - iii. Interests in securities comprising part of a broad-based, publicly traded market basket or index of stocks, approved for trading by the appropriate federal governmental authority.
- b. The term *call equivalent position* shall mean a derivative security position that increases in value as the value of the underlying equity increases, including, but not limited to, a long convertible security, a long call option, and a short put option position.
- c. The term *derivative securities* shall mean any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege at a price related to an equity security, or similar securities with a value derived from the value of an equity security, but shall not include:
 - 1. Rights of a pledgee of securities to sell the pledged securities;

2. Rights of all holders of a class of securities of an issuer to receive securities pro rata, or obligations to dispose of securities, as a result of a merger, exchange offer, or consolidation involving the issuer of the securities;
 3. Rights or obligations to surrender a security, or have a security withheld, upon the receipt or exercise of a derivative security or the receipt or vesting of equity securities, in order to satisfy the exercise price or the tax withholding consequences of receipt, exercise or vesting;
 4. Interests in broad-based index options, broad-based index futures, and broad-based publicly traded market baskets of stocks approved for trading by the appropriate federal governmental authority;
 5. Interests or rights to participate in employee benefit plans of the issuer;
 6. Rights with an exercise or conversion privilege at a price that is not fixed; or
 7. Options granted to an underwriter in a registered public offering for the purpose of satisfying over-allotments in such offering.
- d. The term *equity security of such issuer* shall mean any equity security or derivative security relating to an issuer, whether or not issued by that issuer.
- e. The term *immediate family* shall mean any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, and shall include adoptive relationships.
- f. The term "officer" shall mean an issuer's president, principal financial officer, principal accounting officer (or, if there is no such accounting officer, the controller), any vice-president of the issuer in charge of a principal business unit, division or function (such as sales, administration or finance), any other officer who performs a policy-making function, or any other person who performs similar policy-making functions for the issuer. Officers of the issuer's parent(s) or subsidiaries shall be deemed officers of the issuer if they perform such policy-making functions for the issuer. In addition, when the issuer is a limited partnership, officers or employees of the general partner(s) who perform policy-making functions for the limited partnership are deemed officers of the limited partnership. When the issuer is a trust, officers or employees of the trustee(s) who perform policy-making functions for the trust are deemed officers of the trust.

Note: "Policy-making function" is not intended to include policy-making functions that are not significant. If pursuant to Item 401(b) of Regulation S-K the issuer identifies a person as an "executive officer," it is presumed that the Board of Directors has made that judgment and that the persons so identified are the officers for purposes of Section 16 of the Act, as are such other persons enumerated in this paragraph (f) but not in Item 401(b).

- g. The term *portfolio securities* shall mean all securities owned by an entity, other than securities issued by the entity.
- h. The term *put equivalent position* shall mean a derivative security position that increases in value as the value of the underlying equity decreases, including, but not limited to, a long put option and a short call option position.

Regulatory History

56 FR 7265, Feb. 21, 1991, as amended at 56 FR 19927, May 1, 1991; 61 FR 30376, 30391, June 14, 1996; 63 FR 2854, 2868, Jan. 16, 1998

[Return to top](#)

[Previous](#) • [Contents](#) • [Next](#)

Notice to Users: The Deskbook is made available with the understanding that the University of Cincinnati College of Law is not engaged in rendering legal, accounting or other professional services. If legal advice or other expert assistance is required, the service of a competent professional person should be sought. See Terms and Conditions of Use. [USCBA](#)

© Copyright 1998-2009, University of Cincinnati, All Rights Reserved
Contact: ronald.jones@uc.edu