AZ Corp. Commission
05397892

JODI JERICH
Executive Director

PATRICIA L. BARFIELD
Director
Corporations Division

ARIZONA CORPORATION COMMISSION

Date **01/19/2016**

MILLENNIUM B&H TRANSPORT LLC
1342 W ELNA RAE ST
TEMPE, AZ 85281

Dear Sir or Madam:

Enclosed is a copy of the following document(s) that were served upon the Arizona Corporation Commission on **01/19/2016** as agent for **MILLENNIUM B&H TRANSPORT LLC**:

Case caption: **CACH, LLC** v. **FIKRET GRGIC and MILLENNIUM B&H TRANSPORT LLC**,
Case number: **CC201517558RC** Court: **MARICOPA COUNTY, KYRENE JUSTICE COURT**

- [x] Summons
- [x] Complaint
- [ ] Subpoena
- [ ] Subpoena Duces Tecum
- [ ] Default Judgment
- [ ] Judgment
- [ ] Writ of Garnishment
- [ ] Motion For Summary Judgment
- [ ] Motion for
- [x] Other **ORDER**

Sincerely,

Lynda B. Griffin

Lynda B. Griffin
Custodian of Records

Initials **WB**
File number **L-1237197-2**

Rec08.doc
Rev 10/09

COMMISSIONERS
SUSAN BITTER SMITH – Chairman
BOB STUMP
BOB BURNS
DOUG LITTLE
TOM FORESE

ARIZONA CORPORATION COMMISSION

JODI JERICH
Executive Director

PATRICIA L. BARFIELD
Director
Corporations Division

CERTIFICATE OF MAILING

The undersigned person certifies the following facts:

On **01/19/2016**, **WALTER BRICENO** , an employee of the Arizona Corporation Commission ("ACC"), received on behalf of the ACC service of the following documents upon the ACC as agent for **MILLENNIUM B&H TRANSPORT LLC.**

Case caption: **CACH, LLC** v. **FIKRET GRGIC and MILLENNIUM B&H TRANSPORT LLC,**
Case number: **CC201517558RC**
Court: **MARICOPA COUNTY, KYRENE JUSTICE COURT**

☒	Summons	☐	Default Judgment
☒	Complaint	☐	Judgment
☐	Subpoena	☐	Writ of Garnishment
☐	Subpoena Duces Tecum		
☐	Motion For Summary Judgment		
☐	Motion for		
☒	Other **ORDER**		

On **01/20/2016**, the undersigned person placed a copy of the above listed documents in the United States Mail, postage prepaid, addressed to the entity at its last known place of business address, as follows:

MILLENNIUM B&H TRANSPORT LLC
1342 W ELNA RAE ST
TEMPE, AZ 85281

OR

The undersigned was unable to mail the above listed documents to

because that entity is not a registered corporation or limited liability company in the State of Arizona, and the Arizona Corporation Commission has no record of its known place of business.

I declare and certify under penalty of perjury that the foregoing is true and correct.

Printed name: **WALTER BRICENO** Date: **01/20/2016**

Signature:

Law Office of Joe Pezzuto, LLC
Joseph J. Pezzuto, II, Arizona State Bar No. 023403
Gene Chastain, Arizona State Bar No. 028166
Afshin Afsharimehr, Arizona State Bar No. 031107
Daniel T. Tjosvold, Arizona State Bar No. 031850
Audrey K. Myers, Arizona State Bar No. 032027
4411 South 40th Street, Suite D11
Phoenix, Arizona 85040
Email: joe@pezzutolawgroup.com
Telephone: (602) 274-9911
Toll Free: (866) 414-2324
Fax: (602) 274-8811
Attorneys for Plaintiff

IN THE KYRENE JUSTICE COURT
STATE OF ARIZONA-COUNTY OF MARICOPA
201 EAST CHICAGO STREET
CHANDLER, ARIZONA 85225

CACH, LLC C/O Law Office of Joe Pezzuto, LLC 4411 South 40th Street, Suite D-11 Phoenix, Arizona 85040 joe@pezzutolawgroup.com Plaintiff, vs. FIKRET GRGIC and MILLENNIUM B&H TRANSPORT, LLC, an Arizona limited liability, Defendants.	**Case No. CC2015175584RC** **ORDER**

Pursuant to the foregoing Motion of the Plaintiff and good cause appearing, therefore,

It is Ordered, Adjudged and Decreed granting the Motion to Extend Time for Service in the above referenced matter for a period of 60 days, for the reason that the Plaintiff has obtained a new address for the Defendants and wishes to proceed with service accordingly, and requests time for completion.

DONE IN OPEN COURT this ______ day of ________________________, 201__.

12-29-2015 /S/ D. CALENDER, PROTEM

Justice of the Peace

JUSTICE OF THE PEACE KYRENE JUSTICE COURT MARICOPA CO. ARIZ.

Q--1216SJCC3-

Law Office of Joe Pezzuto, LLC
Joseph J. Pezzuto, II, Arizona State Bar No. 023403
Gene Chastain, Arizona State Bar No. 028166
Afshin Afsharimehr, Arizona State Bar No. 031107
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Toll Free: (866) 414-2324
Fax: (602) 274-8811
Attorneys for Plaintiff

2015 SEP 16 PM 12:28
KYRENE JUSTICE COURT MARICOPA COUNTY

IN THE KYRENE JUSTICE COURT
STATE OF ARIZONA-COUNTY OF MARICOPA
201 EAST CHICAGO STREET
CHANDLER, ARIZONA 85225
(602) 372-3400

CACH, LLC, C/O Law Office of Joe Pezzuto, LLC 4411 South 40th Street, Suite D-11 Phoenix, Arizona 85040 Plaintiff, vs. FIKRET GRGIC and MILLENNIUM B&H TRANSPORT, LLC, an Arizona limited liability company, 1342 W Elna Rae St Tempe, AZ 85284 Defendants.	**CASE NUMBER** CC 2015-175584 RC **SUMMONS** **CIVIL**

THE STATE OF ARIZONA TO THE ABOVE NAMED DEFENDANT(S):

1. You are summoned to respond to this complaint by filing an answer with this court and paying the court's required fee. If you cannot afford to pay the required fee, you may request the court to waive or to defer the fee.

2. If you were served with this summons in the State of Arizona, the court must receive your answer within twenty (20) calendar days from the date you were served. If you were

served outside the State of Arizona, the court must receive your answer to the complaint within thirty (30) days from the date of service. If the last day is a Saturday, Sunday, or holiday, you will have until the next working day to file your answer. When calculating time, do not count the day you were served with the summons.

3. This court is located at (physical address):

201 EAST CHICAGO STREET
CHANDLER, AZ 85225

4. Your answer must be in writing. (a) You may obtain an answer form from the court listed above, or on the Self-Service Center of the Arizona Judicial Branch website at http://www.azcourts.gov/ under the "Public Services" tab. (b) You may visit http://www.azturbocourt.gov/ to fill in your answer electronically; this requires payment of an additional fee. (c) You may also prepare your answer on a plain sheet of paper, but your answer must include the case number, the court location, and the names of the parties.

5. You must provide a copy of your answer to the plaintiff(s) or to the plaintiff's attorney.

IF YOU FAIL TO FILE A WRITTEN ANSWER WITH THE COURT WITHIN THE TIME INDICATED ABOVE, A DEFAULT JUDGMENT MAY BE ENTERED AGAINST YOU, AS REQUESTED IN THE PLAINTIFF(S) COMPLAINT.

Date: 9·16·15

Judge's Signature {COURT SEAL}

JUSTICE OF THE PEACE
KYRENE JUSTICE COURT
MARICOPA CO., ARIZ.

REQUEST FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE COURT AS SOON AS POSSIBLE BEFORE A COURT PROCEEDING.

Notice to the Defendant: A lawsuit has been filed against you in justice court!
You have rights and responsibilities in this lawsuit. Read this notice carefully.

1. In a justice court lawsuit, individuals have a right to represent themselves, or they may hire an attorney to represent them. A family member or a friend cannot represent someone in justice court unless the family member or friend is an attorney. A corporation has a right to be represented by an officer of the corporation, and a limited liability company ("LLC") can be represented by a managing member. A corporation or an LLC can also be represented by an attorney.

If you represent yourself, you have the responsibility to properly complete your court papers and to file them when they are due. The clerks and staff at the court are not allowed to give you legal advice. If you'd like legal advice, you may ask the court for the name and phone number of a local lawyer referral service, the local bar association, or a legal aid organization.

2. You have a responsibility to follow the Justice Court Rules of Civil Procedure ("JCRCP") that apply in your lawsuit. The rules are available in many public libraries, at the courthouse, and online at *http://www.azcourts.gov/*, under the "AZ Supreme Court" tab.

3. A "plaintiff" is someone who files a lawsuit against a "defendant." You must file an answer or other response to the plaintiff's complaint **in writing** and **within twenty (20) days** from the date you were served with the summons and complaint (or thirty (30) days if you were served out-of-state.) If you do not file an answer within this time, the plaintiff can ask the court to enter a "default" and a "default judgment" against you. Your answer must state your defenses to the lawsuit. Answer forms are available at the courthouse, and on the Self-Service Center of the Arizona Judicial Branch website at *http://www.azcourts.gov/* under the "Public Services" tab. You may prepare your answer electronically at *http://www.azturbocourt.gov/*; this requires payment of an additional fee. You may also prepare your answer on a plain sheet of paper, but you must include the court location, the case number and the names of the parties. You must provide to the plaintiff a copy of any document that you file with the court, including your answer.

4. You may bring a claim against the plaintiff if you have one. When you file your answer or written response with the court, you can also file your "counterclaim" against the plaintiff.

5. You must pay a filing fee to the court when you file your answer. If you cannot afford to pay a filing fee, you may apply to the court for a fee waiver or deferral, but you must still file your answer on time.

6. You may contact the plaintiff or the plaintiff's attorney and try to reach an agreement to settle the lawsuit. However, until an agreement is reached you must still file your answer and participate in the lawsuit. During the lawsuit, the court may require the parties to discuss settlement.

7. Within forty (40) days after your answer has been filed, you and the plaintiff are required to provide a disclosure statement to each other. The disclosure statement provides information about witnesses and exhibits that will be used in the lawsuit. A party may also learn more about the other side's case through discovery. Read the Justice Court Rules of Civil Procedure for more information about disclosure statements and discovery.

8. The court will notify you of all hearing dates and trial dates. You must appear at the time and place specified in each notice. If you fail to appear at a trail or hearing, the court may enter a judgment against you. To assure that you receive these notices, you must keep the court informed, in writing, of your current address and telephone number until the lawsuit is over.

Q--1216COMS4--

Law Office of Joe Pezzuto, LLC
Joseph J. Pezzuto, II, Arizona State Bar No. 023403
Gene Chastain, Arizona State Bar No. 028166
Afshin Afsharimehr, Arizona State Bar No. 031107
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Toll Free: (866) 414-2324
Fax: (602) 274-8811
Attorneys for Plaintiff

2015 SEP 16 PM 12:28
KYRENE JUSTICE COURT MARICOPA COUNTY

IN THE KYRENE JUSTICE COURT
STATE OF ARIZONA-COUNTY OF MARICOPA
201 EAST CHICAGO STREET
CHANDLER, ARIZONA 85225

CACH, LLC,

Plaintiff,

vs.

FIKRET GRGIC and MILLENNIUM B&H TRANSPORT, LLC, an Arizona limited liability company,

Defendants.

Case No.: CC2015-175584RC

COMPLAINT
(Breach of Contract)

COMES NOW Plaintiff, CACH, LLC, by and through counsel undersigned and for its complaint against the Defendants, and each of them, hereby pleads and alleges as follows:

I.

This Court has legal authority over the subject matter of the claim(s) presented herein and over the above-named Defendants. This Court is the proper venue for the presentment of this Complaint.

II.

Plaintiff is a limited liability company duly organized and existing under the laws of the State of Colorado. Plaintiff alleges that the debt which is the subject of this Complaint was

caused by the Defendant. Plaintiff reserves the right to amend this Complaint as discovery progresses or new information comes to light.

III.

Plaintiff is the real party of interest, and is pursuing this claim pursuant to it being the rightful owner of the Account.

IV.

Defendant, Fikret Grgic ("Mr. Grgic"), is a resident of Maricopa County, Arizona. Defendant, Millennium B&H Transport, LLC (" Millennium B&H"), is an Arizona limited liability company with its principal place of business in Maricopa County, Arizona. Each Defendant named above is jointly and severally liable.

V.

Defendant Millennium B&H entered into a Business Card Customer Agreement ("Agreement") with Wells Fargo, N.A. Plaintiff has purchased said Agreement and has been assigned or otherwise transferred all rights thereto. A true and correct copy of said Agreement, which is owned and held by Plaintiff, is attached hereto as Exhibit A and incorporated herein by reference.

VI.

On the 2nd day of February, 2006, the Defendant, Mr. Grgic, executed an Agreement/ Personal Guaranty (the "Personal Guaranty") pursuant to which he promised to pay the obligations of the Defendant, Millennium B&H. See Exhibit B.

VII.

Upon information and belief, Plaintiff's predecessor(s)-in-interest performed all of the conditions of the contract required by said contract.

VIII.

Defendant Millennium B&H breached the Agreement with Plaintiff by failing to maintain monthly payments on the balance due and owing, and Defendant Mr. Grgic breached the Personal Guaranty with Plaintiff by failing and refusing to honor the obligations of Millennium B&H.

IX.

As a result of each Defendant's breach, and taking into consideration all just payments and offsets, Plaintiff has been damaged in the amount of $5,172.80, which is presently past due and owing.

X.

Plaintiff has made all demands and performed all other acts necessary to mature said claim against the Defendants which the Defendants have neglected and failed to pay.

XI.

This action arises out of an express or implied contract which provides for reasonable attorney's fees and costs. Plaintiff may be entitled to recover its reasonable attorney's fees and costs pursuant to the Agreement and Personal Guaranty. Also, pursuant to A.R.S. § 12-341 and §12-341.01 the Court is authorized to award the prevailing party its reasonable attorney's fees and costs. In the event of default, Plaintiff will have incurred not less than $1,025.00 in attorney's fees and costs.

WHEREFORE, Plaintiff prays for Judgment to be entered in favor of the Plaintiff and against Defendants, and each of them, as follows:

A. For the current amount of $5,172.80, which does not exceed the jurisdictional limits of this Court, together with interest as provided by contract and law.

B. For Plaintiff's reasonable attorney's fees as determined by the Court if this matter is contested.

C. For Plaintiff's reasonable attorney's fees as determined by the Court if this matter proceeds to Judgment by Default. Plaintiff believes $1,025.00 to be a reasonable attorney fee.

D. For Plaintiff's costs incurred herein.

E. For such other and further relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED this 14th day of September, 2015.

LAW OFFICE OF JOE PEZZUTO, LLC

By: ____________________

Joseph J. Pezzuto, III, Esq.
Gene Chastain, Esq.
Afshin Afsharimehr, Esq.
Daniel T. Tjosvold, Esq.
Audrey K. Myers, Esq.
Attorneys for Plaintiff

will have no liability for any transfer made upon the written or verbal request of any person believed by Bank in good faith to have been authorized by Customer to submit the request. Customer will indemnify and hold Bank harmless from and against any damages, liabilities, costs or expenses (including attorney's fees) arising out of any claim by Customer or any third party against Bank in connection with Bank's performance of transfers as described above.

FOREIGN CURRENCY TRANSACTIONS. If you use your Business Card to engage in a transaction in a currency other than U.S. dollars ("Foreign Currency Transaction"), that amount will be converted into U.S. dollars before posting to your Account.

Foreign Currency Transaction Procedures: If a Foreign Currency Transaction occurs, and the transaction is not converted to U.S. dollars by the merchant itself, MasterCard International or Visa International, depending on which card is used, will convert the transaction into a U.S. dollar amount by using its currency conversion procedure in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use is either (1) a wholesale market rate, which rate may vary from the rate Visa International or MasterCard International itself receives or (2) a government-mandated rate for the applicable currency as determined under Visa or MasterCard regulations and procedures, as applicable. This rate may differ from the rate in effect when the transaction occurred or when it was posted to the cardholder's Account. Bank may assess a Currency Conversion Fee by increasing the currency conversion rate by 3%.

Point Of Sale Currency Conversion: Some merchants outside of the United States offer cardholders the option of having card transactions converted to U.S. dollars by the merchant itself during the transaction. If that option is chosen the transaction is actually originated in U.S. dollars and the currency conversion rate is determined solely by the merchant. No Currency Conversion Fee is assessed by the Bank for these merchant-converted Foreign Currency Transactions.

CREDIT REPORTS AND RE-EVALUATION OF CREDIT. Customer authorizes Bank to obtain business and personal credit bureau reports in the name of the Customer and guarantor(s) at any time. Customer agrees to submit to Bank current financial information in the name of the Customer and to submit or cause guarantor(s) to submit to Bank current financial information in the name of the guarantor(s) at any time upon request. Such information shall be used for the purposes of evaluating or re-evaluating Customer's and guarantor(s)' creditworthiness. Upon determination that Customer's or guarantor(s)' creditworthiness has changed adversely or does not satisfy Bank's current credit standards, Bank may close or lower the Credit Limit on any or all Accounts. Bank may report its credit experience with Customer and its Account(s) to third parties. Customer agrees that Bank may release information about Customer or Customer's Account to other Wells Fargo companies.

ECOA INFORMATION. If any application for additional business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Business Direct Loan Center, PO Box 29482, Phoenix, AZ 85038-9482, or call (800) 231-9244, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is: District Office of the Comptroller of the Currency, 1301 McKinley St, Suite 3450, Houston, TX 77010.

RIGHT TO TERMINATE AN ACCOUNT. Bank may terminate any or all of Customer's Accounts at any time, or reduce the amount of Customer's Credit Limit on any or all of its Accounts, without notice, subject to applicable law, even though Customer may not have defaulted on any Account. If Bank terminates an Account, Customer agrees to destroy any Business Card(s) or SUPERCHECKS drafts issued on that Account. Customer agrees that it will continue to be responsible for full payment of the balance on the closed Account(s) and all charges to the Account(s), including, without limitation: SUPERCHECKS advances, Purchases and Cash Advances that post after termination of the Account and any Finance Charge and Other Charges. Any principal/owner of Customer may cancel the Account at any time upon written notification to Bank.

CHANGE IN TERMS OF AN ACCOUNT. Bank may unilaterally change any of the terms of any of Customer's Accounts at Bank's sole discretion at any time. Bank will provide Customer with such notice as is required by law, by mailing such notice to Customer at the latest address shown in Bank's records. Subject to applicable law and provided Bank does not notify Customer otherwise, any changes will apply to the current balance of its Accounts as well as to future balances.

LIABILITY FOR UNAUTHORIZED USE. Bank will not hold Customer liable for the unauthorized use of Account subject to the following:

(1) Customer must notify Bank immediately if Customer suspects or knows that a Business Card or SUPERCHECKS drafts are lost or stolen, or in the possession of an unauthorized person, by calling 1-800-225-5935 (if outside of the United States by calling (916) 569-6782);
(2) Customer must follow up the telephone notification within ten days by providing written notice of the suspected or actual loss or theft of a Business Card or SUPERCHECKS drafts to: Wells Fargo Fraud Investigation, PO Box 272580, Concord, CA 94527;
(3) Bank will hold Customer liable for the unauthorized use of an Account if ten or more Business Cards have ever been issued to or at the request of the Customer. Use of a Business Card or SUPERCHECKS drafts by an Authorized User at any time, even if an Authorized User is no longer associated with or employed by Customer, does not constitute unauthorized use, subject to applicable law.

BILLING ERRORS. Customer agrees to notify Bank of any billing errors regarding a merchant transaction posted to the Account within 30 days after receipt of the statement reflecting the error. If Bank is unable to resolve the error with the responsible merchant, Customer agrees to pay Bank the amount in question and further pursuit of the issue with the merchant will become Customer's responsibility.

LAWS GOVERNING THIS AGREEMENT. The laws of the state of South Dakota (excluding its conflict of law provisions) and of the United States of America shall govern this Agreement. If any part of this Agreement cannot be enforced, this fact will not affect the rest of this Agreement. Bank may delay or forego enforcing any of its rights or remedies under this Agreement without losing them. Notwithstanding anything to the contrary, this Agreement shall not require or permit the payment, taking, reserving, receiving, collection or charging of any sums constituting interest that exceed any maximum amount of interest permitted by applicable law. Any such excess interest shall be credited against the then unpaid principal balance or refunded to Customer. Without limiting the foregoing, all calculations to determine whether interest exceeds the maximum amount shall be made by amortizing, pro-rating, allocating and spreading such sums over the full term of the loan, including all prior and subsequent renewals and extensions. Chapter 346 of the Texas Finance Code (which regulates certain revolving credit accounts) shall not apply to any revolving loan Accounts existing under this Agreement.

IMPORTANT NOTICE TO CUSTOMERS WHO CONTACT BANK BY PHONE. To ensure that Customer's inquiries are handled promptly, courteously and accurately, some of the telephone calls between Bank employees and Customers may be monitored or recorded by Bank's supervisory or management personnel.

TELEPHONE SERVICE. You may contact us toll free from within the United States at 1-800-CALLWELLS (1-800-225-5935). If you need to contact us from outside the United States you may call (916) 569-6782.

TTY/TDD SERVICE. For TTY/TDD service, contact a telephone relay service provider.

BANK ADDRESSES.

- Send payments to: WF Business Payment Processing, PO Box 54349, Los Angeles, CA 90054
- Send inquiries and correspondence to: Wells Fargo, Business Operations Support, PO Box 348750, Sacramento, CA 95834

CHANGES OF ADDRESS, TELEPHONE NUMBER, OR NAME. Customer agrees to immediately notify Bank in writing of any change of business or mailing address, telephone number, or business name.

BLD-010 (11/05)
 M-79034

WELLS FARGO

Business Card

(Visa® Business Card and MasterCard BusinessCard®)

Customer Agreement
Effective November 1, 2005

This Business Card Customer Agreement ("Agreement") governs the Visa® or MasterCard® Business Card Account ("Account") that Wells Fargo Bank, N.A. ("Bank", "we") is establishing for use by your business organization ("Customer", "you") and your designated representative(s) whose name appears on a Business Card issued at your request ("Authorized User"). Customer accepts and agrees to be bound by the terms and conditions of the Agreement from the time the Account is opened. Use of the Account, SUPERCHECKS™ drafts, or a request for a transfer from the Account by an Authorized User, shall be evidence of the Customer's acceptance of the terms and conditions of this Agreement, including but not limited to applicable Finance Charges and Other Charges. The Account will be used for business purposes only. In no event shall the Account be used for any transaction that is illegal under any applicable law. Customer represents that it is not a Money Service Business as defined by federal law, or has identified itself to Bank as such a business and has complied with all applicable laws, rules and regulations governing such businesses. Customer agrees to comply with each and every term and condition of this Agreement as set forth below.

CREDIT LIMIT. The Credit Limit of an Account is shown in separate correspondence provided to Customer at the time an Account is opened, and on each of the monthly periodic (billing) statements issued for that Account. Customer agrees not to use or permit the use of an Account in any way that will cause an Account to exceed its Credit Limit. Customer agrees that it is responsible for repaying outstanding advances under the Account, including but not limited to those that exceed its Credit Limit. Bank may, at its option, assess an Overlimit Fee, close the Account, exercise any of its other remedies under this Agreement, and reduce your Credit Limit without notice to you, except in those situations where notice is required by law.

PROMISE TO PAY. Customer agrees to pay Bank, when due, the total of all purchases and advances made on the Account. Customer also promises to pay the total of any Finance Charges and Other Charges due on an Account, as stated in this Agreement, and all costs and expenses including any attorney's fees incurred in enforcing this Agreement.

CARD SERVICES. Customer will be issued one or more Business Cards as requested by Customer. An Account bearing a distinct account number and Credit Limit will be established for each Business Card issued for use by an Authorized User. The following services are available, up to the amount of the Credit Limit on each Account:

Purchases: A Business Card may be used to purchase goods or services wherever Visa or MasterCard credit cards are accepted.

Cash Advances: Cash may be advanced from an Account by presenting the Business Card at a financial institution or an automated teller machine ("ATM") that accepts Visa or MasterCard credit cards ("Cash Advances"). You can also get a Cash Advance and perform balance inquiries using your Business Card with a Personal Identification Number ("PIN") at all Wells Fargo® ATMs, or any ATM which displays any of the logos appearing on the back of your Business Card.

SUPERCHECKS™ ADVANCES. SUPERCHECKS drafts are designed for use with an Account. The drafts may be used like normal bank checks. When the Bank receives a draft, the Bank will pay it by advancing the amount of the draft from the Account unless the Account is delinquent, in default, closed or the draft would cause the balance to go over the Credit Limit of the Account. You may not write SUPERCHECKS drafts as payment for your Account. All SUPERCHECKS drafts must be written in U.S. dollars. No fees are assessed when ordering SUPERCHECKS; however, Transaction Finance Charges may apply when the drafts are used. If you have a

tabbies®
EXHIBIT
A

dispute with a merchant regarding property or services that you are unable to resolve with the merchant, and you used a SUPERCHECKS draft as payment, you will not have the right to assert against us any claims or defenses involving that transaction.

SUPERCHECKS Stop Payment: Bank does not guarantee the stop payment of a SUPERCHECKS draft; however, we will make every attempt to stop payment of the draft within a reasonable period of time after we receive your stop payment order, provided all information given to us is accurate and complete, and the draft has not already been paid. The stop will remain on our system for six months, unless the stop is revoked or the item is stopped. After six months, if Customer decides to re-enter the stop payment, the Bank must be contacted at that time.

AUTHORIZATIONS. All transactions on your Account are subject to prior approval by Bank ("Authorizations"). Bank reserves the right to limit the number of Authorizations given during any period of time (day, weekend, week, etc.) and Bank may deny an Authorization if Bank suspects that the Account is being used without Customer's permission. If our Authorization system is not working fully, we may be unable to give an Authorization even though the transaction would not exceed the Credit Limit and your Account is in good standing. Bank shall not be liable for failing to give any such Authorization. Bank may, but is not required to, authorize transactions that will cause the balance on an Account to exceed the Credit Limit, and Customer agrees it is liable for any such transactions as well as the associated Overlimit Fees and Finance Charges.

OVERDRAFT PROTECTION ADVANCES. Bank offers a number of overdraft protection plans that may help you avoid the inconvenience and expense of overdrafts and returned items in a Wells Fargo® Business Checking Account ("Checking Account"). The types of accounts that can be linked for overdraft protection depend on the Checking Account you have. Some Checking Account plans also allow you to link your Checking Account to both a credit Account and a deposit account at the same time. If this is the case, the following will apply:

- If you choose both a deposit account and a credit Account as overdraft protection, you can designate the account from which you want the funds advanced first.
- If you do not designate an account, Bank will automatically advance funds from your credit Account first, subject to credit availability under this Agreement, and then from your deposit account. If there is not enough available credit to cover the entire amount of an item presented for payment in the Checking Account, the item may be returned unpaid.
- Overdraft protection can also help you avoid having items returned due to holds placed on deposits to your Checking Account and can allow you access to your Checking Account funds (up to the amount of available credit in your credit Account) while the hold is in place.

Bank will transfer the exact dollar amount to cover the overdraft, subject to a minimum overdraft advance amount of $25. (*Overdraft advances made prior to 1/3/06 are not subject to the $25 minimum.*) If the amount of available credit on your Account is less than $25, or less than the overdraft, Bank will transfer the amount of the available credit. Overdraft advances, as well as applicable fees and finance charges, may cause the balance on your Account to exceed the Credit Limit, which can result in the assessment of an Overlimit Fee. If there is more than one person authorized to access, or listed on, the Checking Account, Customer will be responsible for all overdraft advances to the Account regardless of which individual accessed the Checking Account funds.

Additionally, Bank reserves the right to terminate Overdraft Protection without notice if overdraft advance transactions are the result of payments to the Account, or if a zero or negative balance is maintained in the Checking Account for more than one month. Overdraft Protection is an optional feature that may not be available on an Account. Transaction Finance Charges apply to each overdraft protection advance. Periodic Finance Charges apply to all overdraft protection advance balances from the date of each advance.

BUSINESS*MILES* REWARDS℠ PROGRAM. The Business*Miles*® program allows Customers to earn points redeemable for specific rewards. If Customer elects to participate in the Business*Miles* program, a $50 enrollment fee will be billed annually to each Account enrolled separately in the membership program. In the event the Primary Account holder elects to have Sub-Account holder's points credited to the Primary Account, there will be no extra charge for this benefit except for the annual enrollment fee charged to the Primary Account holder's Account. Complete details provided upon enrollment.

Business*Miles* Rewards Program fees will not be refunded in whole or in part after assessment even if the Account is subsequently suspended, closed, or terminated for any reason.

BILLING OPTIONS: Account may be established with Individual Billing or Consolidated Billing.

- Individual Billing: Each Business Card will produce a separate periodic statement that must be paid individually.
- Consolidated Billing: When Consolidated Billing is selected, a single Control Account is established for billing purposes. The Control Account consolidates all linked sub-Account transactions onto a single periodic statement. All payments must be made to the Control Account.

PAYMENTS. Customer will receive a separate periodic statement every month for each Account. The New Balance shown on the statement is the total of all unpaid obligations that have been posted to an Account as of the Statement Closing Date shown on the statement. Customer may pay the Total Amount Due shown on the statement or any greater amount, but Bank must receive at least the Total Amount Due shown on the statement, in immediately available U.S. funds drawn on a U.S. bank, by the Current Payment Due Date shown on the statement. We may refuse to accept any payments by third-party check or draft that have been endorsed to us or which have been drawn by anyone other than you.

Current Payment Due: The Current Payment Due displayed on the statement is equal to the total of Finance Charges; Annual and Inactivity Fees; Late Fees; Overlimit Fees; and Returned Check Fees (each as defined below); plus 0.5% of the New Balance; rounded to the next higher dollar, with a $25 minimum. If your New Balance is less than $25, the Current Payment Due will be equal to the New Balance. *(For statements produced prior to 1/1/2006 the Current Payment Due is calculated without including 0.5% of the New Balance.)*

Total Amount Due: The Total Amount Due shown on the statement is equal to the Current Payment Due PLUS any Past Due Amount. If there is no Past Due Amount, then the Total Amount Due shown on the remittance coupon is equal to the Current Payment Due.

Alternative Minimum Payments: Some Accounts are established with additional Minimum Payment Requirements. Please refer to the separate documents provided at Account opening for a description of the Alternative Minimum Payment calculations.

Automatic Payment: Automatic Payment service facilitates pre-scheduled automatic payments from a deposit account designated by you to pay your Account any month a balance is due. You may authorize payment of the Total Amount Due, or a greater amount. We may require that you provide such an authorization as a condition of approving your Account and/or keeping your Account open. Please see separate correspondence from Bank regarding such a requirement. If an automatic payment is returned or reversed for any reason, or if an automatic payment results in an overdraft advance from the same designated deposit account, Bank may terminate the Automatic Payment service without notice and/or close your Account.

Other Payment Information:

- Fees for additional Bank products/services charged to your Account may or may not be included in the Current Payment Due. If fees for these products are to be included in the Current Payment Due, those fees will be described in the separate information provided with those products/services.
- Your monthly payments or any credits will be applied in an order determined by Bank at its sole discretion. Generally, payments are first applied to any Bank Fees and Finance Charges then to balances with lower interest rates and then to balances with higher interest rates.
- Payments that are received at the payment processing address (printed on each statement) by 5 p.m. on any business day will be credited as of the day of receipt. Payments received after 5 p.m. or on non-business days may be credited as of the next business day. Payments made at other Bank locations may not be credited for up to five business days.
- We may, at our discretion, withhold a portion of the available credit on your Account up to the amount of any payment(s) in order to ensure that the check or other payment instrument is honored.
- We may accept late payments, partial payments, post-dated checks, or any form of payment containing a restrictive endorsement, without losing any of our rights under this Agreement. Our acceptance of checks or money orders labeled "payment in full", or words to that effect, will not constitute an accord and satisfaction nor a waiver of any rights we have to receive full payment. If you intend to pay your Account in full with an amount less than the total balance owing on your Account, payments must be sent to: Wells Fargo Loss Control, PO Box 53476, Phoenix, AZ 85072. Please note that such payments will not discharge your full debt.

FINANCE CHARGE. The total Finance Charge is the sum of the Periodic Finance Charge plus the Transaction Finance Charge assessed on the Account to which it pertains for the billing period, subject to the Minimum Finance Charge. The method used to determine the balance or balances upon which these finance charges are computed is as follows:

A. Periodic Finance Charge: For each type of balance on your Account (i.e. the Cash Advance balance, the Purchase balance or Other balance) the Periodic Finance Charge is calculated by multiplying the Average Daily Balance ("ADB") during the billing cycle by the number of days in the billing cycle and then multiplying this product by the applicable Daily Finance Charge Rate.

Calculation of Average Daily Balance: To calculate your Average Daily Balance each month, we calculate the daily balance for each day in the billing period ("Daily Balance"), add the Daily Balances together, and divide that total amount by the number of days in the billing period. Average Daily Balances for Cash Advances, Purchases, and Other categories are calculated separately and may be subject to different rates.

For each category of balance (Cash Advances, Purchases, and Other), we calculate the Daily Balance by starting with the beginning balance related to that category plus any new activity (Cash Advances, Purchases, and Other) posted as of that day, plus any related unpaid Finance, Transaction, or Other Charges, and add a Periodic Finance Charge equal to the previous day's balance multiplied by the applicable Daily Finance Charge Rate. We subtract the amount of any payments or credits applied to that balance category.

The Average Daily Balance on which the Periodic Finance Charge is calculated will not include any part of the New Balance from the previous periodic statement or any new purchases posted to the Account during the current billing period if the New Balance from the previous statement is paid by the Payment Due Date shown on that previous statement, or if the New Balance was zero. In that case, the Average Daily Balance will be based only on the new Cash Advances posted during the current billing period.

Daily Finance Charge Rate: The Daily Finance Charge Rate will either be a fixed rate or a variable rate. Please refer to separate correspondence from the Bank provided at the time your Account is opened or at a later date to determine your interest rate. A Default Interest rate (see below) may be imposed if you default under this Agreement. The Daily Finance Charge Rate for Cash Advances, Purchases, and Other balances may differ. The Daily Finance Charge Rate is calculated by dividing the applicable interest rate by 365.

If your Account is subject to a variable rate, that rate will be determined for each monthly billing cycle by taking the highest Wells Fargo Prime Rate in effect during the Determination Date Range and adding a Spread. The Bank initially determines your Spread based on the evaluation of your credit risk. The Bank may subsequently change the Spread at Bank's sole discretion. Please refer to separate correspondence from the Bank regarding your Spread.

Wells Fargo Prime Rate: For purposes of this calculation, the Wells Fargo Prime Rate is the rate announced by the Bank from time to time as its "Prime Rate." The Determination Date Range for changing your variable interest rate will be the 30 calendar days previous to each of your Statement Closing Dates, so the Daily Finance Charge Rate shown on your statement may or may not change in the month following a change in the Wells Fargo Prime Rate. Any changes in your Daily Finance Charge Rate will apply to both current and future balances on the Account and the Daily Finance Charge Rate will continue to vary even if the Account is closed.

B. Transaction Finance Charge: The Transaction Finance Charge is a one-time charge made each time certain types of advances are posted to the Account.

- The charge for each advance or transfer made at an ATM is 3% of the amount of the advance, subject to a $10 minimum and $75 maximum.
- The charge for each cash advance made via SUPERCHECKS drafts, over-the-counter, telephone transfer, electronic transfer, Online Banking, funding Bill Pay transactions, or other source is 3% of the amount of the advance, subject to a $10 minimum and $75 maximum.
- The charge for each overdraft protection advance is based on the amount of the advance as follows:

Overdraft advance of:	Charge amount:
up to $25	$10
$25.01 to $100	$11.50
$100.01 to $500	$15
$500.01 or more	$20

(For advances made prior to 1/3/06, the charge for each Overdraft Protection advance is 3% of the amount of the advance, subject to a $10 minimum and a $15 maximum.)

- The charge for each advance transacted at a casino, other wager or lottery ticket purchase, or advance via wire transfer is 4% of the amount of each such transaction or purchase, subject to a $10 minimum and no maximum.

C. Minimum Finance Charge: There will be a *Minimum* Finance Charge of $1 for each billing period in which a Finance Charge is assessed.

WHEN FINANCE CHARGE BEGINS. The Periodic Finance Charge for Purchases begins on the date the transaction was made, except that no Periodic Finance Charge will be imposed during the current billing period on new Purchases posted to an Account during the current billing period if Customer has paid in full the New Balance by the Current Payment Due Date shown on the previous periodic statement. This period of time after the Statement Closing Date and through the Current Payment Due Date is referred to as the "grace" period and applies to Purchases only and not Cash Advances. The Periodic Finance Charge for Cash Advances including SUPERCHECKS transactions may begin the earlier of: the transaction date, the date a SUPERCHECKS draft is deposited by the payee, or the date we receive the SUPERCHECKS draft for posting to your Account.

OTHER CHARGES. The total of Other Charges that may be charged to the Account is the sum of:

Fees That May Be Assessed Annually: Bank may assess an Annual Fee for the first year and each year thereafter for each Account. Alternatively, Bank may assess an Inactive Account Fee for each year that fewer than 12 purchases/advances have posted to the Account. Please refer to separate correspondence for pricing details.

If Customer elects to participate in the BusinessMiles Rewards Program or other loyalty/rewards programs, an enrollment/maintenance fee may be billed annually. Details provided upon enrollment.

Bank may assess an Annual or Inactive Account fee on each closed Account for each year a balance is maintained in the Account.

Annual and Inactive Fees will not be refunded in whole or in part after assessment even if the Account is subsequently suspended, closed, or terminated for any reason.

Late Charge: If Bank does not receive at least the Total Amount Due by the Current Payment Due Date shown on your periodic statement, Bank may assess a Late Charge of $35. However, if the New Balance shown on your previous statement is less than $100, the Late Charge will be $25. If an Account has been delinquent two or more times in the past 12 billing cycles, Bank may assess a Late Charge of $50. We may individually contact Customers to inform them of other Late Charge amounts in cases of default.

Overlimit Fee: If your Account balance exceeds your Credit Limit, Bank may assess an Overlimit Fee that is 1.5% of the overlimit amount, subject to a $29 minimum and a $75 maximum, any time your balance exceeds your Credit Limit.

Returned Check Fee: If payment on an Account is made with a check or other item that is not honored for any reason, Bank may assess a $29 fee. If Customer pays more than one Account with an item, a $29 fee may be assessed to each affected Account. The bank on which the check or item was drawn may impose a separate fee for the dishonored item.

Stop Payment Fee: If Customer requests that Bank place a "Stop Payment" on a SUPERCHECKS draft, Bank may assess a charge of $15 for each Stop Payment request.

Research Fee: Certain Bank services incurred in connection with the Account are subject to additional fees. If Customer requests that Bank research the Account, for example, to update Customer's business records, $5 may be assessed for each sales slip copy Bank provides, $3 may be assessed for each monthly statement Bank provides and $20 per hour may be assessed for other Bank research services. The hourly charge will apply as follows:

1-15 Minutes.. $5
16-30 Minutes...................................... $10
31-45 Minutes...................................... $15
46-60 Minutes...................................... $20

These fees will not be charged if Customer makes a good faith inquiry about a suspected error on a periodic statement.

Foreign Currency Conversion Fee: If Customer originates a transaction in a foreign currency, Bank may assess a 3% Currency Conversion Fee on the converted dollar amount of each such transaction. See below for additional information.

Bank may waive any of the fees in this Agreement at Bank's discretion, however, Bank reserves the right to begin charging any fee that was previously waived without providing prior notice to you.

DEFAULT. The following constitute defaults under this Agreement: (1) a payment is not made when it is due; (2) the terms of this Agreement are breached in any way; (3) Customer defaults under the terms of any other obligation to Bank; (4) a bankruptcy petition is filed by or against Customer or any guarantor of Customer's Account; (5) a significant change occurs in the ownership or organizational structure of Customer or in the type or volume of Customer's business; (6) Customer becomes insolvent or is dissolved, or Bank otherwise believes in good faith that the prospect of payment and/or performance under this Agreement is impaired; (7) payments to Account are returned or reversed for any reason; (8) Customer fails to submit required information the Bank deems necessary; (9) Customer's Account balance exceeds the Credit Limit; or (10) Bank observes excessive or suspicious Account usage or suspects an Account is involved in kiting. Customer will be charged the applicable Finance Charge Rate after any default under this Agreement.

BANKER'S LIEN AND RIGHT OF SET-OFF. Bank has a general lien under South Dakota law on any of Customer's personal property in Bank's possession. In the event Customer does not make payment on an Account as agreed, Bank may exercise its right of set-off against any obligation Bank owes to Customer, including a set-off against any deposit account(s) Customer has with Bank to the extent permitted by law.

REMEDIES. In the event of any default or failure to meet any condition under the preceding paragraphs, Bank may, at its option and without prior notification:

(1) close any or all Accounts to all use, including other types of accounts that the owner or guarantor is responsible for or is a signer on;
(2) accelerate payment of the full balance on any or all Accounts and thereby require immediate payment of the full balance of such Accounts, including, without limitation, any Finance Charge and Other Charges;
(3) fix monthly Account payments at a higher amount;
(4) immediately terminate any promotional rates and/or raise the interest rate on existing and new balances. Generally the Default interest rate will be equal to Wells Fargo Prime Rate +15.99%, subject to a minimum of 23.99%. However, we may assess different or higher Default Interest rates after individually contacting customers; and/or
(5) fix the Late Charge at a higher amount.

ARBITRATION PROGRAM.

(a) Binding Arbitration: Upon the demand of any party, whether made before the institution of any judicial proceeding or not more than 60 days after service of a complaint, third party complaint, cross-claim, counterclaim or any answer thereto or any amendment to any of the above, any Dispute (as defined below) shall be resolved by binding arbitration in accordance with the terms of this Arbitration Program. A "Dispute" shall include any action, dispute, claim, or controversy of any kind, whether in contract or in tort, statutory or common law, legal or equitable, or otherwise, now existing or hereafter arising between the parties in any way arising out of, pertaining to or in connection with (1) any agreement, document or instrument to which this Arbitration Program is attached or in which it appears or is referenced, or any related agreements, documents, or instruments (collectively, the "Document" or "Documents"); (2) all past, present, or future loans, lines of credit, notes, instruments, drafts, credits, accounts, deposit accounts, safe deposit boxes, safekeeping agreements, guarantees, letters of credit, goods or services, or other transactions, contracts or agreements of any kind whatsoever; (3) any past, present or future incidents, omissions, acts, errors, practices, or occurrences causing injury to either party whereby the other party or its agents, employees or representatives may be liable, in whole or in part; or (4) any other aspect of the past, present or future relationships of the parties including any agency, independent contractor or employment relationship but excluding claims for workers' compensation and unemployment benefits ("Relationship"). Any party to this Arbitration Program may by summary proceedings bring any action in court to

compel arbitration of any Dispute. Any party who fails or refuses to submit to binding arbitration following a lawful demand by the opposing party shall bear all costs and expenses incurred by the opposing party in compelling arbitration of any Dispute. The parties agree that by engaging in activities with or involving each other as described above, they are participating in transactions involving interstate commerce or "commerce" as that term is used in the Federal Arbitration Act, Title 9 of the United States Code ("FAA"). The parties understand that by this agreement they have decided that their disputes shall be resolved by binding arbitration rather than in court, and once decided by arbitration no dispute can later be brought, filed or pursued in court before a judge or jury.

(b) Governing Rules: All Disputes between the parties submitted to arbitration shall be resolved by binding arbitration administered by the American Arbitration Association (the "AAA"), or some other administrator if mutually agreeable to the parties, in accordance with the Commercial Arbitration Rules of the AAA, the Federal Arbitration Act (Title 9 of the United States Code) and to the extent the foregoing are inapplicable, unenforceable or invalid, the applicable substantive law designated in the Documents relating to the Dispute. In the event of any inconsistency between this Arbitration Program and such rules and statutes, this Arbitration Program shall control. Judgment upon any award rendered hereunder may be entered in any court having jurisdiction; provided, however, that nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or a similar state law which may be applicable, such as Texas Banking Code art. 342-609.

(c) No Waiver: Preservation of Remedies; Multiple Parties. No provision of, nor the exercise of any rights under, this Arbitration Program shall limit the right of any party, during any Dispute, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, protecting, foreclosing or proceeding under forcible entry and detainer for possession of any real or personal property, and any such action shall not be deemed an election of remedies. Such rights shall include, without limitation, rights and remedies relating to (1) foreclosing against any real or personal property collateral or other security; (2) exercising self-help remedies including set-off rights; or (3) obtaining provisional or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction. Such rights can be exercised at any time except to the extent such action is contrary to a final award or decision in any arbitration proceeding. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party, including the plaintiff, to submit the Dispute to arbitration, nor render inapplicable the compulsory arbitration provisions hereof. In Disputes involving indebtedness or other monetary obligations, each party agrees that the other party may proceed against all liable persons, jointly or severally, or against one or more of them, less than all, without impairing rights against other liable persons. Nor shall a party be required to join the principal obligor or any other liable persons, such as sureties or guarantors, in any proceeding against a particular person. A party may release or settle with one or more liable persons without releasing or impairing rights to proceed against any persons not so released. This Arbitration Program shall not apply to a dispute concerning indebtedness secured by real estate if the single action rule statutes of California, Idaho or any other applicable law would preclude enforcement of a mortgage, lien or security interest securing such indebtedness as a result of the arbitration of such dispute, unless the holder of such mortgage, lien or security interest specifically elects in writing to proceed with the arbitration.

(d) Arbitrator Powers and Qualifications: Awards. Arbitrators are empowered to resolve Disputes by summary rulings. Arbitrators shall resolve all Disputes in accordance with the applicable substantive law. Any arbitrator selected shall be required to be a practicing attorney and shall be required to be experienced and knowledgeable in the substantive laws applicable to the subject matter of the Dispute. All statutes of limitation applicable to any Dispute shall apply to any proceeding in accordance with this Arbitration Program. With respect to a Dispute in which the claims or amounts in controversy do not exceed $1,000,000, a single arbitrator shall be chosen and shall resolve the Dispute by rendering an award not to exceed $1,000,000, including all damages of any kind whatsoever, including costs, fees and expenses. Submission to a single arbitrator shall be a waiver of all Parties' claims to recover more than $1,000,000. A Dispute involving claims or amount in controversy exceeding $1,000,000 shall be decided by a majority vote of a panel of three arbitrators (an "Arbitration Panel"), the determination of any two of the three arbitrators constituting the determination of the Arbitration Panel, provided, however, that all three Arbitrators on the Arbitration Panel must actively participate in all hearings and

deliberations. Arbitrators, including any Arbitration Panel, may grant any remedy or relief deemed just and equitable and within the scope of this Arbitration Program and may also grant such ancillary relief as is necessary to make effective any award. Arbitrators, including any Arbitration Panel, shall have the power to award recovery of all costs and fees (including attorney's fees, administrative fees, and arbitrator's fees) to prevailing party. Arbitrators shall be empowered to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable State Rules of Civil Procedure and applicable law. Arbitrator(s) shall be empowered, at the written request of any Party in any Dispute, 1) to consolidate in a single proceeding any multiple party claims that are substantially identical or based upon the same underlying transaction; 2) to consolidate any claims and Disputes between other Parties which arise out of or relate to the subject matter hereof, including all claims by or against borrowers, guarantors, sureties and/or owners of collateral; and 3) to administer multiple arbitration claims as class actions in accordance with Rule 23 of the Federal Rules of Civil Procedure. In any consolidated proceeding the first arbitrator(s) selected in any proceeding shall conduct the consolidated proceeding unless disqualified due to conflict of interest. Arbitrator(s) and Arbitration Panels shall be required to make specific, written findings of fact and conclusions of law. The determination of an Arbitrator or Arbitration Panel shall be binding on all parties and shall not be subject to further review or appeal except as otherwise allowed by applicable law.

(e) Miscellaneous: To the maximum extent practicable, the AAA, the Arbitrator (or Arbitration Panel, as appropriate) and the parties shall take any action necessary to require that an arbitration proceeding hereunder shall be concluded within 180 days of the filing of the Dispute with the AAA. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then in the state of the applicable substantive law designated in the Documents relating to the Dispute at a location selected by the Administrator. With respect to any Dispute, each party agrees that all discovery activities shall be expressly limited to matters directly relevant to the Dispute and any Arbitrator, Arbitration Panel and the AAA shall be required to fully enforce this requirement. Each party agrees to keep all Disputes subject to arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation. This Arbitration Program shall be construed in accordance with the Federal Arbitration Act, other applicable Federal law, and applicable law of the state of South Dakota unless and except to the extent that another state's law is specifically designated for certain purposes herein. With respect to proceedings involving residents of Colorado, the provisions of CRS 13-22-201 et seq. and CRS 13-21-102(5) shall apply. With respect to proceedings involving residents of the State of Washington, the Arbitrator(s) shall not have the power to award punitive or exemplary damages except where such damages are specifically provided for by a Washington statute upon which the award could have been based if litigated in a Washington court. This Arbitration Program constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior arrangements and other communications on dispute resolution except with respect to Arbitration Programs governing disputes to which the Arbitration Program does not apply by virtue of paragraph (c) hereof. The provisions of this Arbitration Program shall survive any termination, amendment, or expiration of the Documents or the Relationship, unless the parties otherwise expressly agree in writing. This Arbitration Program may be amended, changed, or modified only by a specific modification in writing agreed to by all affected parties. If any term, covenant, condition or provision of this Arbitration Program is found to be unlawful, invalid or unenforceable, such defect shall not affect the legality, validity or enforceability of the remaining parts of this Arbitration Program, and all such remaining parts hereof shall be valid and enforceable and have full force and effect as if the illegal, invalid or unenforceable part had not been included.

LIMITATION ON LAWSUITS. Customer agrees that any lawsuit based upon any cause of action which Customer may have against Bank must be filed within one year from the date that it arises or Customer will be barred from filing the lawsuit. This limitation is intended to include tort, contract, and all other causes of action for which Customer and Bank may lawfully contract to set limitations for bringing suit.

TELEPHONE TRANSFERS. Customer authorizes Bank to make transfers, up to the available Credit Limit, between the Account and other designated accounts specified in writing, upon Bank's receipt of instructions from any of Customer's owners or principals. Ten days after a Customer applies for telephone transfer capabilities, the first telephone transfer request can be made. Each telephone transfer request may take up to three business days for processing. Bank

EXHIBIT
B

Business Direct Credit Application
Agreement and Personal Guarantee

Business Name: MILLENIUM B&H TRANSPORT, LLC

Owner/Guarantor #1: FIKRET GRGIC [redacted]

4260-000000283508 / 4260-000000283509 2/2/06

Application for: SVP ID: SVPP000000801615

Wells Fargo BusinessLine® Line of Credit Amount Requested: **30000**

Wells Fargo® Business Platinum card Amount Requested: **5000**

By signing below, I certify that I am authorized to submit this application on behalf of the business named above ("Applicant") and that all information and documents provided in connection with this application, including federal and state income tax returns (if any), are true, correct and complete. I authorize Wells Fargo Bank, N.A. ("Bank") to obtain balance and payoff information on all accounts requiring payoff as a condition of approving this application and to obtain at any time consumer and business reports from and to report credit information to others, including the Internal Revenue Service and state taxing authorities, about me and my business, both in connection with this application as well as any review, extension or renewal of the credit granted pursuant to this application. I agree to notify Bank promptly of any material change in such information. I acknowledge that (i) this application is subject to final approval of the Applicant and its owners, and that (ii) additional information (e.g., financial statements and/or tax returns) may be required in order for Bank to make a final credit decision. A facsimile of my signature, in any capacity, may be used as evidence of the Applicant's acceptance of these agreements. Note: Except in Arizona, if the business owner is married, a spouse's signature is not required unless he or she is the co-owner of the business. If the Applicant is a legal entity, all owners must sign below and include their titles.

By signing below, I also, **in my individual capacity** (even though I may place a title or other designation next to my signature), jointly and severally unconditionally guarantee and promise to pay to Bank all indebtedness of the Applicant at any time arising under or relating to any credit requested through this application, as well as any extensions, increases or renewals of that indebtedness. As guarantor, I waive (i) presentment, demand, protest, notice of protest, and notice of non-payment; (ii) any defense arising by reason of any defense of the Applicant or other guarantor; and (iii) the right to require Bank to proceed against the Applicant or any other guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify guarantor of any additional indebtedness incurred by the Applicant, or of any changes in the Applicant's financial condition. I also authorize Bank, without notice or prior consent, to (i) extend, modify, compromise, accelerate, renew, increase or otherwise change the terms of the guaranteed indebtedness; (ii) proceed against one or more guarantors without proceeding against the Applicant or another guarantor; and (iii) release or substitute any party to the indebtedness or this guaranty. I agree (i) I will pay Bank's costs and attorneys' fees in enforcing this guaranty; (ii) this guaranty will be governed by South Dakota law; and (iii) this guaranty shall benefit Bank and its successors and assigns; and (iv) an electronic facsimile of my signature, in any capacity, may be used as evidence of my agreement to the terms of this guaranty.

For Wells Fargo Business Secured card applicant only: I acknowledge that it is a condition of the granting of the *Wells Fargo* Business Secured card account ("Account") that I open a business account with the Bank ("Collateral Account"). In consideration of the opening of the Account I grant to Bank a security interest in, assign, transfer and set over to Bank all rights, title and interest I may have in the Collateral Account, every addition to and replacement or renewal of the Collateral Account, and the proceeds of the same, as security for the obligations of the Applicant under the Agreement and authorized signature, the *Wells Fargo* Business Secured card Customer Agreement ("Customer Agreement") (including but not limited to interest, fees and costs), and the Terms Applicable to Collateral Account. I agree that Bank has the right to redeem, collect and withdraw any part of the full amount of the Collateral Account upon default under the Customer Agreement, or in the event my Account is terminated by Bank for any reason. I agree that if my *Wells Fargo* Business Secured card account is closed for any reason, the Collateral Account shall remain on deposit for 30 days.

Withholding Status: Under penalties of perjury, I certify that (1) the Social Security Number *provided for this application* is my correct Taxpayer Identification Number, and (2) I am not subject to backup withholding, either because I have not been notified that I am subject to backup withholding or the IRS has notified me that I am no longer subject to backup withholding. Note: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

For Wells Fargo *BusinessLine*, Wells Fargo *Equipment Express*, Wells Fargo Business Platinum card, Wells Fargo Business Secured card, SBA Express Term Loan, Wells Fargo *Small Business Advantage* Line of Credit and *Wells Fargo BusinessLoan* applicants only: By signing below, I agree on behalf of the Applicant to be bound by the terms of the Customer Agreement, Wells Fargo Business Lending Confirmation Letter (where applicable) and other written documentation that will be sent to Applicant and to pay Bank's costs and attorneys' fees in enforcing the Customer Agreement and other written documentation. I further agree that use of any feature of the *BusinessLine* line of credit, *Equipment Express* loan, *Wells Fargo* Business Platinum card, Wells Fargo *Secured* card, SBA Express, *Wells Fargo Small Business Advantage* line of credit or *Wells Fargo BusinessLoan* term loan may be used as evidence of the foregoing authorizations, acceptances, and agreements. For the *Equipment Express* loan, interest charges will start from the date we issue the check to fund the loan(s). For the unsecured Business Platinum card, if approved, the actual credit granted may be less than the preferred amount. If the actual credit granted is less than the preferred amount, individual credit lines will be reduced proportionately. For the *Wells Fargo BusinessLoan* term loan, I authorize Wells Fargo to distribute the loan proceeds electronically into credit and/or deposit accounts I designate, or to distribute the proceeds via check to the address listed herein. I acknowledge that the check will be valid for only 30 days after issuance, and agree that the Applicant will be held responsible for funds that are received, regardless of who deposits or negotiates the check.

Optional Credit Protection Program: Defers payments and stops interest and fees on your *BusinessLine* and/or Wells Fargo Business Platinum card if you are unable to work due to a major event as described in the Terms and Conditions for the Credit Protection program. The Credit Protection program is a temporary deferment program only. It is not a waiver or cancellation of any amounts due on your credit account(s). You agree to pay the monthly Credit Protection fees ($0.35/$100 of average daily balance) as charged based on the average daily balance for the Primary Account and all Linked accounts. If Credit Protection fees are not paid each month, fees will become part of the account balance and interest will accrue. In order to be eligible for deferment, you must have met the eligibility requirements, have made one or more monthly payments, and have been charged at least one Credit Protection monthly fee before the deferment is requested and approved. The number of months of deferment cannot exceed the maximum deferment period or the number of months paid into the Credit Protection program. Once you have enrolled, you will receive a complete Terms and Conditions for the Credit Protection Program. Please read it and keep for future reference.

New Account Identification Requirements: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Signature	FIKRET GRGIC	Owner	02/02/06
Signature		Title	Date

Fax this signed and dated Agreement to 1-866-814-7729

Application will not be submitted until you click "SUBMIT" on next page.

(08/05 00001BDS)

CORPORATIONS DIVISION
RECORDS SECTION
1300 West Washington
Phoenix, Arizona 85007-2929

User Id: WBRICENO
Invoice No.: 4960434

Check Batch:
Invoice Date: 01/19/2016
Date Received: 01/19/2016
Customer No.:

ATTN:
(CASH CUSTOMER)

Quantity	Description	Amount
1	SERVICE OF PROCESS L-1237197-2 MILLENNIUM B&H TRANSPORT LLC	$25.00

Total Documents: $ 25.00

CHECK PAYMENT	9002	$25.00

Balance Due: $ 0.00

824875

EZ Messenger
2502 N. BLACK CANYON HIGHWAY
PHOENIX, AZ85009
602.258.8081
Fax#: 602.258.8864

In The KYRENE JUSTICE COURT
State of ARIZONA, County of MARICOPA

Certificate of Non Service

Case No.:**CC2015175584RC**
Court Date: **N/A**
Judge:

CACH, LLC.
Vs.
FIKRET GRGIC AND MILLENNIUM B&H TRANSPORT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

The undersigned certifies under penalty of perjury:That I am a private process server registered in and an officer of the court. On 09/18/2015 I received **SUMMONS; NOTICE TO DEFENDANT; COMPLAINT; EXHIBIT A; EXHIBIT B** from **AZ-Joe Pezzuto, LLC, Law Office of** and by **NONE**. In each instance I personally attempted to serve a copy of each document listed above upon **MILLENNIUM B&H TRANSPORT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY BY SERVICE UPON ITS STATUTORY AGENT FIKRET GRGIC**.

The following are my attempts to deliver said documents:

Date	Time	Results
2015-09-23 **Wednesday**	9:27 AM	1342 W ELNA RAE ST , TEMPE, AZ85281 THERE WAS. O ANSWER AND NO VEHICLES PRESENT.
2015-09-24 **Thursday**	1:03 PM	1342 W ELNA RAE ST , TEMPE, AZ85281 BAD ADDRESS. SUMMARY REPORT- SERVICE WAS ATTEMPTED AT THE ADDRESS PROVIDED. PER THE CURRENT OCCUPANT NAMED FATA (W/F/55/5'6/160/BLK/BRO/GLASSES/ACCENT), OUR SUBJECT STATUTORY AGENT DOES NOT RESIDE. THE MANAGER FIKRET ALSO DOES NOT RESIDE. HE IS THE BROTHER OF HER NOW DECEASED HUSBAND. SHE HASN'T SEEN HIM SINCE HE DIED 3 YEARS AGO. THERE WAS A CAR PRESENT WITH THE PLATE BCF3302.
2015-09-24 **Thursday**	7:35 AM	1342 W ELNA RAE ST , TEMPE, AZ85281 PER THE CURRENT OCCUPANT NAMED FATA, OUR SUBJECT STATUTORY AGENT DOES NOT RESIDE. THE MANAGER FIKRET ALSO DOES NOT RESIDE. HE IS THE BROTHER OF HER NOW DECEASED HUSBAND. SHE HASN'T SEEN HIM SINCE HE DIED 3 YEARS AGO. THERE WAS A CAR PRESENT WITH THE PLATE BCF3302.

Additional Comments:

Total Service Costs: 65.00

I delcare, under penalty of perjury, that the foregoing is true and correct. Executed on January 14, 2016

Client Ref: 120008510560
Client: AZ-Joe Pezzuto, LLC, Law Office of

/S/ Affidavit To Client
Affidavit To Client

Affiant

Corporate Inquiry

01/19/2016 State of Arizona Public Access System 3:00 PM

File Number: L-1237197-2

Corp. Name: MILLENNIUM B&H TRANSPORT LLC

Domestic Address	Second Address
1342 W ELNA RAE ST TEMPE, AZ 85281	

Agent: NEJRA BEGANOVIC	Domicile: ARIZONA
Status: APPOINTED 10/19/2005	County: MARICOPA
Mailing Address:	Corporation Type: DOMESTIC L.L.C.
1342 W ELNA RAE ST	Life Period: PERPETUAL
	Incorporation Date: 10/19/2005
	Approval Date: 10/19/2005
TEMPE, AZ 85284	Last A/R Received: /
Agent Last Updated: 01/26/2006	Date A/R Entered:
	Next Report Due:

Business Type:

INVALID KEY FUNCTION. (A058)

ROBERT LYONS

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

STATEMENT FOR SERVICE OF PROCESS

ENTITY NAME – give the exact name of the corporation or LLC as currently shown in A.C.C. records:

MILLENNIUM B&H TRANSPORT LLC.

A.C.C. FILE NUMBER: L-1237197-2

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: http://www.azcc.gov/Divisions/Corporations

By my signature below, **I certify under the penalty of perjury** that, upon information, knowledge, and belief, the above-named entity has either failed to appoint a statutory agent or failed to maintain a statutory agent at the statutory agent address on record with the Arizona Corporation Commission.

Signature	Printed Name	Date
[signature]	ROBERT LYONS	1-19-16

Service of process fee: $25.00 All fees are nonrefundable.	Mail: Arizona Corporation Commission - Records Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-3414

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.

All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection.

If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.