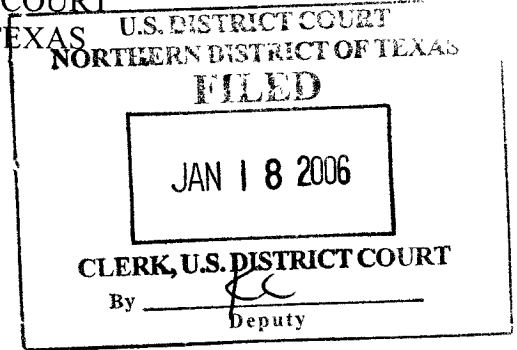


ORIGINAL

IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF TEXAS
 DALLAS DIVISION



MICHAEL J. QUILLING, RECEIVER FOR
 SARDAUKAR HOLDINGS, IBC and
 BRADLEY C. STARK,

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Plaintiff,

v.

Civil Action No. 3:05-CV-1465-L

HANS TSCHBAUM and MICHAEL
 TSCHBAUM,


Defendants.

(Jury Trial Demanded)

APPENDIX TO PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION

Respectfully submitted,

QUILLING SELANDER CUMMISKEY & LOWNDS, P.C.
 2001 Bryan Street, Suite 1800
 Dallas, Texas 75201-4240
 (214) 871-2100 (Telephone)
 (214) 871-2111 (Facsimile)

By: 
 Michael J. Quilling
 Texas State Bar No. 16432300
 Clark B. Will
 Texas State Bar No. 21502500
 Michael D. Clark
 State Bar No. 00798108
 D. Dee Raibourn, III
 State Bar No. 24009495

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of January, 2006, the foregoing Appendix to Plaintiff's Motion for Preliminary Injunction was served upon the following parties via First Class Mail, postage pre-paid:

Mr. Bruce W. Claycombe
GEARY, PORTER & DONOVAN, P.C.
One Bent Tree Tower
16475 Dallas Parkway, Suite 500
Addison, Texas 75001-6837

Attorneys for Defendants



Michael D. Clark / Michael J. Quilling

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

MICHAEL J. QUILLING, RECEIVER FOR
SARDAUKAR HOLDINGS, IBC and
BRADLEY C. STARK,

Plaintiff,

v.

HANS TSCHEBAUM and MICHAEL
TSCHEBAUM,

Defendants.

Civil Action No. 3:05-CV-1465-L

(Jury Trial Demanded)

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**DECLARATION OF MICHAEL J. QUILLING, RECEIVER, IN SUPPORT OF
PLAINTIFF’S MOTION FOR PRELIMINARY INJUNCTION**

I, Michael J. Quilling, the Receiver in the above-captioned matter, do hereby declare under penalty of perjury, and in accordance with 28 U.S.C. § 1746, that the following is true and correct, and further that this declaration is made of my personal knowledge and I am competent to testify as to the matters stated herein.

1. I am the duly appointed Receiver in Cause No. 3:05-CV-1328-L (the “Main Case”) appointed by two Orders of this Court.

2. I am also an attorney licensed to practice law in the State of Texas.

3. By two Orders dated July 5 and 19, 2005, this Court entered the Orders Appointing Temporary Receiver in the Main Case which set forth the terms and conditions and types of the assets I was to collect, liquidate and/or hold for safekeeping pending a final resolution of that case. The instant case is ancillary to the Main Case and was filed for the express and sole purpose of



discharging my duties and obligations as set forth in the two Orders Appointing Temporary Receiver. That is, I filed this case as Receiver to recover and collect funds and a vehicle that I and those I have employed have been able to definitively trace and identify as Receivership property that were fraudulently transferred to the named Defendants herein.

4. Attached to this declaration as Exhibits A-1 and A-2 are true and correct copies of the two Orders referenced above.

5. Sardaukar Holdings, IBC (“Sardaukar”) is an entity which operated a Ponzi scheme and fraudulent investment program under the direction and control of Bradley C. Stark (“Stark”). In particular, investors sent funds to an account at JP Morgan Chase Bank, N.A. in the name of Sardaukar which were to be invested by Sardaukar under the direction of Stark. However, as investor funds were received, Stark systemically diverted most of the funds to support an extravagant lifestyle and spending habits and to make Ponzi payments to investors. He also systemically diverted investor funds to his cronies so that they could share in the loot. Hans Tschebaum and Michael Tschebaum (“Defendants” and “Respondents”) were two of these cronies.

6. On July 5, 2005, Movant filed his complaint in this action, seeking the imposition of a constructive trust on certain accounts held by the Defendants, as well as an order of disgorgement and the reversal of fraudulent transfers. As is alleged in the complaint, Michael Tschebaum received \$334,237.00 in Receivership Assets, which he deposited, at least in part, into his Charles Schwab Account No. 8936-8058. I, with assistance from my accounting professionals, have constructed and prepared a spreadsheet of all of Sardaukar’s JP Morgan Chase Bank account activity from October 2004 through July 2005. This spreadsheet is attached hereto as Exhibit A-3 and incorporated by reference herein. Four separate fund transfers to Michael Tschebaum from this Sardaukar account totaling \$334,237.00 are highlighted in yellow. True and correct copies of the three backup

Sardaukar account statements are also attached hereto as Exhibit A-4 and are incorporated herein by reference. As is also alleged in the complaint, Hans Tschebaum and Michael Tschebaum have had in their possession, and for their use, a 2005 Maserati Quatraporte, VIN: ZAMCE 39A250016814 (the "Maserati"). The Maserati was obtained for Hans Tschebaum and Michael Tschebaum by Stark, who titled it in the entity name Administrative Specialists, a corporation owned and controlled by Michael Tschebaum. True and correct copies of the Retail Installment Sale Contract and two wire transfer advices from Sardaukar evidencing the purchase of the vehicle for the Tschebaums are attached hereto as composite Exhibit A-5 and incorporated herein by reference.

7. Upon information and belief, the Maserati is in the possession and control of one or both of the two Defendants. The Maserati was purchased with investor funds, and as such, constitutes a Receivership Asset in accordance with the Receivership Orders. I have account records for the Charles Schwab account up through June 2005, but still need records from July 2005 to the present.

8. Defendants are currently in possession of Receivership Assets, including money and the above-mentioned Maserati. The account into which I know Receivership funds were deposited is not frozen, and I am not in possession of the vehicle. As alleged in the Complaint, Defendant Michael Tschebaum received the sum of at least \$334,237.00 from Sardaukar Holdings, IBC. Based on records available to me, as of June 2005, Michael Tschebaum's Charles Schwab account contained only \$106,376.63. This represents substantially less than the amount originally fraudulently received by Michael Tschebaum. Thus, at least some of the funds have disappeared. Further, one or both of the Defendants is in possession of the Maserati, which continues to depreciate in value as time passes, and which I am not sure is even insured. Based on these facts, harm to the Receivership estate is imminent.

9. I am unaware that either Defendant is capable of responding in damages should a final decree be entered against them on my claims. If Defendants continue to dissipate the referenced funds and/or transfer or secret away the Maserati, or if the Maserati is destroyed while uninsured, then, upon my best information and belief, Defendants would not be able to compensate the Receivership estate for those large amounts out of their own pockets. A final judgment requiring Defendants to disgorge money and turn over assets would be ineffective and illusory if there is no money or assets to disgorge, and Defendants are broke.

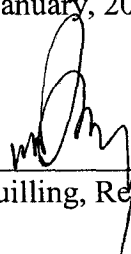
10. The existence of this Ponzi scheme as alleged in the Complaint has not been disputed by Defendants. Further, Defendants admit in their Answer that they “received funds and possession of the automobile substantially as described in ... the Complaint.” I have traced the fraudulently transferred funds and property from the perpetrators of the Ponzi scheme to Defendants.

11. I have been charged with recovering funds and assets that were obtained and transferred fraudulently pursuant to an illegal Ponzi scheme. I will not be able to do so, and will suffer great hardship, if I am unable to secure such assets from dissipation or recover them outright utilizing judicial processes such as injunctions. I will be unable to do the job required of me by this Court if I am unable to secure the funds and property at issue here from Defendants.

12. Funds in a Ponzi scheme are swindled from investors targeted from the general public and lied to by the promoters of the scheme. In my extensive experience, these defrauded individuals typically recover only a fraction of their original “investment,” even when the scheme is uncovered quickly by regulatory authorities and the receiver experiences great success in recovering the stolen loot. Ponzi schemes are illegal, as they are based on lies and deceit. Members of the general public, often the old and infirm, are often the targets of such schemes.

I declare under penalty of perjury and in accordance with 28 U.S.C. § 1746 that the foregoing is true and correct.

EXECUTED in Dallas, Texas this 17th day of January, 2006.



Michael J. Quilling, Receiver

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FILED
JUL 5 2005
CLERK, U.S. DISTRICT COURT
By Deputy *dg*

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

vs.

MEGAFUND CORPORATION,
STANLEY A. LEITNER,
SARDAUKAR HOLDINGS, IBC., and
BRADLEY C. STARK,

Defendants,

and,

PAMELA C. STARK, and
CIG, LTD.,

Relief Defendants.

Civil Action No.

3-05CV1328-L

ORDER APPOINTING TEMPORARY RECEIVER

This matter came on before me, the undersigned United States District Judge, this 5th day of July 2005, on the motion of Plaintiff Securities and Exchange Commission ("Commission") for the appointment of a Temporary Receiver for all Defendants and Relief Defendants. It appears that this Order Appointing Temporary Receiver is both necessary and appropriate in order to prevent waste and dissipation of the assets to the detriment of investors.

I.

IT IS THEREFORE ORDERED:

1. This Court hereby takes exclusive jurisdiction and possession of the assets, monies, securities, claims in action, and properties, real and personal, tangible and intangible, of

RE: SEC v. Megafund Corp., et al.
Order Appointing Temporary Receiver

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Blumberg No. 6118
EXHIBIT
A-1

whatever kind and description, wherever situated, of Defendants and Relief Defendants and any entities they control ("Receivership Assets"), and the books and records of the Defendants and Relief Defendants ("Receivership Records").

2. Michael J. Quilling located at 2001 Bryan Street, Suite 1800, Dallas, Texas 75201 with the phone number of (214) 871-2100, facsimile number (214) 871-2111, is appointed Temporary Receiver ("Receiver") for the Receivership Assets. The Receiver shall file with the Clerk of this Court a bond in the sum of \$10,000, without need for sureties approved by the Court, to assure his conscientious performance of the duties and responsibilities imposed by this Order. The Receiver is hereby authorized to take and have possession of the Receivership Assets and Receivership Records. Until further order of this Court, the Receiver shall have complete and exclusive control, possession, and custody of all Receivership Assets and Receivership Records.

3. All persons, including Defendants and Relief Defendants, and their officers, agents, servants, employees, brokers, facilitators, attorneys, and all persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, and specifically including any bank or other financial or depository institution holding accounts for or on behalf of Defendants or Relief Defendants herein, shall promptly deliver to the Receiver all Receivership Assets in the possession or under the control of any one or more of them and shall promptly surrender all Receivership Records. No separate subpoena shall be required. Upon presentment of this Order, all persons, including financial institutions, shall provide account balance information, transaction histories, all account records and any other Receivership Records to the Receiver or his agents, in the same manner as they would be provided were the Receiver the signatory on the account.

4. The Receiver is authorized, without breaching the peace and if necessary with the assistance of local peace officers or U.S. Marshals, to enter and secure any premises, wherever located or situated, in order to take possession, custody, or control of, or to identify the location or existence of Receivership Assets or Receivership Records.

5. All persons, including Defendants and Relief Defendants, and their officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them, who receive actual notice of this Order by personal service or otherwise, are enjoined from in any way interfering with the operation of the Receivership or in any way disturbing the Receivership Assets and Receivership Records, from filing or prosecuting any actions or proceedings which involve the Receiver or which affect the Receivership Assets and Receivership Records, specifically including any proceeding initiated pursuant to the United States Bankruptcy Code, except with the prior permission of this Court. Any actions so authorized to determine disputes relating to Receivership Assets and Receivership Records shall be filed in this Court.

6. The Receiver is hereby authorized to make appropriate notification to the United States Postal Service to forward delivery of any mail addressed to Defendants, and Relief Defendants, ⁸⁴⁸ or any company or entity under the direction or control of any of the Defendants and Relief Defendants, to himself. Further, the Receiver is hereby authorized to open and inspect all such mail, to determine the location or identity of assets or the existence and amount of claims.

7. The Receiver is hereby authorized to make from Receivership Assets such ordinary and necessary payments, distributions, and disbursements as he deems advisable or proper for the marshaling, maintenance or preservation of the Receivership Assets. From and

after the date of entry of this Order, the Receiver shall have the authority to conduct the business operations of Defendants and Relief Defendants, and the entities they control, including the collection of rents or continuation and termination or any employment arrangement and the terms thereof. The Receiver shall have the authority to contact and negotiate with any creditors of Defendants and Relief Defendants, for the purpose of compromising or settling any claim. To this purpose, in those instances in which Receivership Assets serve as collateral to secured creditors, the Receiver may surrender such assets to secured creditors, and shall have the authority to make such surrender conditional upon the waiver of any deficiency of collateral. Furthermore, the Receiver is authorized to renew, cancel, terminate, or otherwise adjust any agreements to which any of these Defendants or Relief Defendants are a party.

8. The Receiver is hereby directed to file with this Court and serve upon the parties, within 30 days after entry of this Order, a preliminary report setting out the identity, location and value of the Receivership Assets, any liabilities pertaining thereto and any assets of the Defendants beyond the value of the assets received from Defendants and Relief Defendants in the course of the events made the basis of this action. Further, at the time the Receiver makes such report, he shall recommend to the Court whether, in his opinion, based on his initial investigation, claims against Defendants or Relief Defendants should be adjudged in the Bankruptcy Court. After providing the parties an opportunity to be heard, this Court will determine whether to accept the Receiver's recommendation and, if appropriate, issue an order authorizing the Receiver to commence a bankruptcy proceeding.

9. This Order does not prohibit the prosecution of any civil action or other proceeding against Defendants or Relief Defendants, including non-dischargeability proceedings and enforcement of any judgments obtained in such actions or proceedings, or effect the release

of any claim asserted therein. However, to the extent any creditors or claimants seek to prosecute an action or proceeding against the Defendants or Relief Defendants, or to satisfy a judgment or claim from Receivership Assets, they will do so only with the prior permission of this Court or the United States Bankruptcy Court in the event the Receiver recommends and the Court approves commencement of such a proceeding, and in accordance with an order of priority established by a plan of liquidation and distribution, or any automatic or other stay provided under the Bankruptcy Code.

10. The Receiver is hereby authorized to employ such employees, accountants, and attorneys and others as are necessary and proper for the collection, preservation, maintenance and operation of the Receivership Assets and Receivership Records.

11. The Receiver is hereby authorized to receive and collect any and all sums of money due to Defendants, whether the same are now due or shall hereafter become due and payable, and is authorized to incur such expenses and make such disbursements as are necessary and proper for the collection, preservation, maintenance and operation of the Receivership Assets. The Receiver is further authorized, in his discretion, to abandon or sell assets which are less than \$1,500.00 in value without obtaining further order of the Court, provided that such action is set forth in the Receiver's Final Report.

12. The Receiver is hereby authorized to institute, defend, compromise or adjust such actions or proceedings in state or federal courts now pending and hereafter instituted, as may in his discretion be advisable or proper for the protection of the Receivership Assets or proceeds therefrom, and to institute, prosecute, compromise or adjust such actions or proceedings in state or federal court as may in his judgment be necessary or proper for the collection, preservation and maintenance of the Receivership Assets.

13. The Receiver is hereby authorized to institute such actions or proceedings to impose a constructive trust, obtain possession and/or recover judgment with respect to persons or entities who received assets or funds traceable to investor monies. All such actions shall be filed in this Court.

14. Upon the request of the Receiver, the United States Marshal's Office is hereby ordered to assist the Receiver in carrying out his duties to take possession, custody or control of, or identify the location of, any Receivership Assets or Receivership Records. The Receiver is authorized to remove any person from any premises or real estate constituting a Receivership Asset that attempts to interfere with the Receiver, his attorneys or agents in the performance of their duties. The Receiver is further authorized to change any locks or other security mechanisms with respect to any premises or other assets that constitute Receivership Assets.

15. The Receiver shall keep the Commission apprised at reasonable intervals of developments concerning the operation of the receivership, and shall provide to the Commission upon request any documents under the control of the Receiver.

16. The Receiver shall file on at least a quarterly basis an application for approval of the disbursements for professional fees and expenses to himself or others. The Receiver may pay up to 90% of the professional fees and 100% of the expenses on a monthly basis, provided statements are made on a monthly basis to the Commission, no objections thereto have been presented and applications have been made as required. Any and all costs incurred by the Receiver shall be paid from the Receivership Assets.

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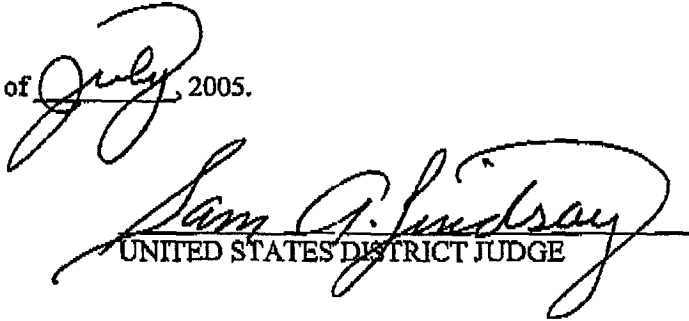
IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this action for all purposes. The Receiver is hereby authorized, empowered and directed to apply to this Court,

with notice to the Commission and Defendants and Relief Defendants for issuance of such other orders as may be necessary and appropriate in order to carry out the mandate of this Court.

III.

IT IS FURTHER ORDERED that this Order will remain in effect until modified by further order of this Court.

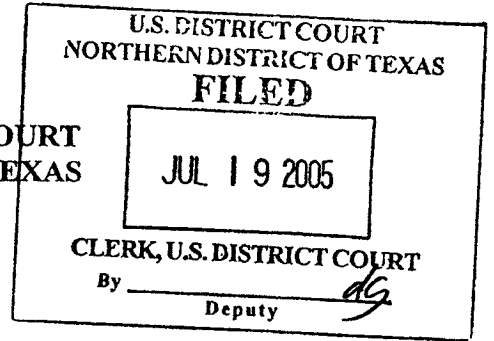
Dated this 5th day of July, 2005.


UNITED STATES DISTRICT JUDGE

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ORIGINAL

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**



SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

vs.

Civil Action No. 3:05-CV-1328-L

MEGAFUND CORPORATION,
STANLEY A. LEITNER,
SARDAUKAR HOLDINGS, IBC.,
BRADLEY C. STARK,
CIG, LTD., and
JAMES A. RUMPF, Individually and d/b/a
CILAK INTERNATIONAL,

Defendants,

and

PAMELA C. STARK,

Relief Defendant.

AMENDED ORDER APPOINTING TEMPORARY RECEIVER

This matter came on before me, the undersigned United States District Judge, this 19th day of July 2005, on the motion of Plaintiff Securities and Exchange Commission ("Commission") for the issuance on an amended Receivership Order that extends the Receivership Estate to include Defendants James A. Rumpf, individually and d/b/a Cilak International, and CIG, Ltd. ("Defendants"). It appears that an Amended Order Appointing Temporary Receiver is both necessary and appropriate in order to prevent waste and dissipation of the assets to the detriment of investors.



I.

IT IS THEREFORE ORDERED:

1. This Court hereby takes exclusive jurisdiction and possession of the assets, monies, securities, claims in action, and properties, real and personal, tangible and intangible, of whatever kind and description, wherever situated, of Megafund Corp., Stanley A. Leitner, Bradley C. Stark, Sardaukar Holdings, IBC, James A. Rumpf individually and doing business as Cilak International, and CIG, Ltd. ("Defendants"), and Pamela C. Stark ("Relief Defendant") and any entities they control ("Receivership Assets"), and the books and records of the Defendants and Relief Defendant ("Receivership Records").

2. Michael J. Quilling located at 2001 Bryan Street, Suite 1800, Dallas, Texas 75201 with the phone number of (214) 871-2100, facsimile number (214) 871-2111, is appointed as Temporary Receiver ("Receiver") for the Receivership Assets. The Receiver has previously, in this matter, filed with the Clerk of this Court a bond in the sum of \$10,000, without need for sureties approved by the Court, to assure his conscientious performance of the duties and responsibilities imposed by this Amended Order. No additional bond is required. The Receiver is hereby authorized to take and have possession of the Receivership Assets and Receivership Records. Until further order of this Court, the Receiver shall have complete and exclusive control, possession, and custody of all Receivership Assets and Receivership Records.

3. All persons, including Defendants and Relief Defendant, and their officers, agents, servants, employees, brokers, facilitators, attorneys, and all persons in active concert or participation with them who receive actual notice of this Amended Order by personal service or otherwise, and specifically including any bank or other financial or depository institution holding

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accounts for or on behalf of Defendants and Relief Defendant herein, shall promptly deliver to the Receiver all Receivership Assets in the possession or under the control of any one or more of them and shall promptly surrender all Receivership Records. No separate subpoena shall be required. Upon presentment of this Amended Order, all persons, including financial institutions, shall provide account balance information, transaction histories, all account records and any other Receivership Records to the Receiver or his agents, in the same manner as they would be provided were the Receiver the signatory on the account.

4. The Receiver is authorized, without breaching the peace and if necessary with the assistance of local peace officers or U.S. Marshals, to enter and secure any premises, wherever located or situated, in order to take possession, custody, or control of, or to identify the location or existence of Receivership Assets or Receivership Records.

5. All persons, including Defendants and Relief Defendant, and their officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them, who receive actual notice of this Order by personal service or otherwise, are enjoined from in any way interfering with the operation of the Receivership or in any way disturbing the Receivership Assets and Receivership Records, from filing or prosecuting any actions or proceedings which involve the Receiver or which affect the Receivership Assets and Receivership Records, specifically including any proceeding initiated pursuant to the United States Bankruptcy Code, except with the prior permission of this Court. Any actions so authorized to determine disputes relating to Receivership Assets and Receivership Records shall be filed in this Court.

6. The Receiver is hereby authorized to make appropriate notification to the United States Postal Service to forward delivery of any mail addressed to Defendants or any company or

entity under the direction or control of the Defendants or Relief Defendant, to himself. Further, the Receiver is hereby authorized to open and inspect all such mail, to determine the location or identity of assets or the existence and amount of claims.

7. The Receiver is hereby authorized to make from Receivership Assets such ordinary and necessary payments, distributions, and disbursements as he deems advisable or proper for the marshaling, maintenance or preservation of the Receivership Assets. From and after the date of entry of this Amended Order, the Receiver shall have the authority to conduct the business operations of the Defendants and Relief Defendant, and the entities they control, including the collection of rents or continuation and termination or any employment arrangement and the terms thereof. The Receiver shall have the authority to contact and negotiate with any creditors of the Defendants and Relief Defendant for the purpose of compromising or settling any claim. To this purpose, in those instances in which Receivership Assets serve as collateral to secured creditors, the Receiver may surrender such assets to secured creditors, and shall have the authority to make such surrender conditional upon the waiver of any deficiency of collateral. Furthermore, the Receiver is authorized to renew, cancel, terminate, or otherwise adjust any agreements to which the Defendants or Relief Defendant are parties.

8. The Receiver is hereby directed to file with this Court and serve upon the parties, within 30 days after entry of this Amended Order, a preliminary report setting out the identity, location and value of the Receivership Assets, any liabilities pertaining thereto and any assets of the Defendants and Relief Defendant beyond the value of the assets received from the Defendants in the course of the events made the basis of this action. Further, at the time the Receiver makes such report, he shall recommend to the Court whether, in his opinion, based on his initial investigation, claims against the Defendants or Relief Defendant should be adjudged in

the Bankruptcy Court. After providing the parties an opportunity to be heard, this Court will determine whether to accept the Receiver's recommendation and, if appropriate, issue an order authorizing the Receiver to commence a bankruptcy proceeding.

9. This Amended Order does not prohibit the prosecution of any civil action or other proceeding against the Defendants or Relief Defendant, including non-dischargeability proceedings and enforcement of any judgments obtained in such actions or proceedings, or effect the release of any claim asserted therein. However, to the extent any creditors or claimants seek to prosecute an action or proceeding against the Defendants or Relief Defendant, or to satisfy a judgment or claim from Receivership Assets, they will do so only with the prior permission of this Court or the United States Bankruptcy Court in the event the Receiver recommends and the Court approves commencement of such a proceeding, and in accordance with an order of priority established by a plan of liquidation and distribution, or any automatic or other stay provided under the Bankruptcy Code.

10. The Receiver is hereby authorized to employ such employees, accountants, and attorneys and others as are necessary and proper for the collection, preservation, maintenance and operation of the Receivership Assets and Receivership Records.

11. The Receiver is hereby authorized to receive and collect any and all sums of money due to Defendants or Relief Defendant, whether the same are now due or shall hereafter become due and payable, and is authorized to incur such expenses and make such disbursements as are necessary and proper for the collection, preservation, maintenance and operation of the Receivership Assets. The Receiver is further authorized, in his discretion, to abandon or sell assets which are less than \$1,500.00 in value without obtaining further order of the Court, provided that such action is set forth in the Receiver's Final Report.

12. The Receiver is hereby authorized to institute, defend, compromise or adjust such actions or proceedings in state or federal courts now pending and hereafter instituted, as may in his discretion be advisable or proper for the protection of the Receivership Assets or proceeds therefrom, and to institute, prosecute, compromise or adjust such actions or proceedings in state or federal court as may in his judgment be necessary or proper for the collection, preservation and maintenance of the Receivership Assets.

13. The Receiver is hereby authorized to institute such actions or proceedings to impose a constructive trust, obtain possession and/or recover judgment with respect to persons or entities who received assets or funds traceable to investor monies. All such actions shall be filed in this Court.

14. Upon the request of the Receiver, the United States Marshal's Office is hereby ordered to assist the Receiver in carrying out his duties to take possession, custody or control of, or identify the location of, any Receivership Assets or Receivership Records. The Receiver is authorized to remove any person from any premises or real estate constituting a Receivership Asset that attempts to interfere with the Receiver, his attorneys or agents in the performance of their duties. The Receiver is further authorized to change any locks or other security mechanisms with respect to any premises or other assets that constitute Receivership Assets.

15. The Receiver shall keep the Commission apprised at reasonable intervals of developments concerning the operation of the receivership, and shall provide to the Commission upon request any documents under the control of the Receiver.

16. The Receiver shall file on at least a quarterly basis an application for approval of the disbursements for professional fees and expenses to himself or others. The Receiver may pay up to 90% of the professional fees and 100% of the expenses on a monthly basis, provided

statements are made on a monthly basis to the Commission, no objections thereto have been presented and applications have been made as required. Any and all costs incurred by the Receiver shall be paid from the Receivership Assets.

II.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this action for all purposes. The Receiver is hereby authorized, empowered and directed to apply to this Court, with notice to the Commission and Defendants and Relief Defendant for issuance of such other orders as may be necessary and appropriate in order to carry out the mandate of this Court.

III.

IT IS FURTHER ORDERED that this Amended Order will remain in effect until modified by further order of this Court.

Dated this 19~~th~~ day of July, 2005.


UNITED STATES DISTRICT JUDGE

SARDAUKAR HOLDING
JP Morgan Chase Bank NA Acct No. 469-5027377-65

REF #	RECEIPTS	SOURCE OF RECEIPTS	DISB.	DATE CLEARED	RUNNING BALANCE	NAME OF PAYEE	COMMENT
	Credit	Sardaukar Holdings (CISC CIT-049611)		10/26/2004	52,000.00		
	Funds Transfer		20,000.00	10/27/2004	32,000.00	Michael T Tschabaum	Citibank MBR/0008 ftc Charles Schwab ac4055-3953 ftc Michael E Tschabaum ac 89336-8058
	Funds Transfer		30,000.00	10/29/2004	2,000.00	Bradley C Stark	B of A aba 121000358 ac 03487-09009
	Fee		62.68	11/01/2004	1,937.32	Fee - analysis fee	
	Funds Transfer	CIG Ltd		11/19/2004	601,922.32		RBT Bank Antilles NV
	Funds Transfer	C D B & B Investors Inc		11/24/2004	679,922.32		PNC Bank Delaware aba 031100089 ac 5605219454
	Funds Transfer		344,000.00	11/24/2004	335,922.32	Man Financial Cust Segregated Funds	JP Morgan Chasa ac 9102591055 ftc G27-40112 Sardaukar Holdings ac 89336-8058
	Funds Transfer		256,000.00	11/24/2004	79,922.32	Michael A Tschabaum	Citibank MBR/0008 ftc Charles Schwab ac4055-3953 ftc Michael E Tschabaum ac 89336-8058
	Funds Transfer	C D B & B Investors Inc		11/30/2004	179,922.32		PNC Bank Delaware aba 031100089 ac 5605219454
	CBC Purchase		3,952.97	12/07/2004	175,969.35	Flashopping.com	
	CBC Purchase		669.90	12/08/2004	175,299.45	Americawest	passenger: Wilks / Loren A
	CBC Purchase		832.90	12/08/2004	174,466.55	Continental	passenger: Wilks / Shanel Ja
	CBC Purchase		832.90	12/08/2004	173,633.65	Continental	passenger: Stark / John Will
	CBC Purchase		832.90	12/08/2004	172,800.75	Continental	passenger: Stark / Pamela C
	CBC Purchase		832.90	12/08/2004	171,967.85	Continental	passenger: Wilks / Cristian
	CBC Purchase		832.90	12/08/2004	171,134.95	Continental	passenger: Stark / Bradley C
	CBC Purchase		30.00	12/08/2004	170,302.05	Continental	passenger: Stark / Madison E
	CBC Purchase		5.00	12/08/2004	170,297.05	Expedia service fees	
	CBC Purchase		1,240.00	12/10/2004	169,057.05	E F Education Tours	MA
	CBC Purchase		1,240.00	12/10/2004	167,817.05	E F Education Tours	MA
	Funds Transfer	Harriette Reibman		12/13/2004	267,787.05		World Savings Bank FSB aba 122287196 ac 23394229 bo Harriette Reibman CBB&B Inv Inc
	CBC Purchase		16,939.00	12/13/2004	250,848.05	Alexander Jewellers Inc	Riverside CA
	CBC Purchase		60,460.16	12/13/2004	190,387.89	Citrus Motors	Lincoln Navigator
	CBC Purchase		2,047.25	12/13/2004	188,340.64	Disney World of Disney	Anaheim CA
	CBC Purchase		20,000.00	12/13/2004	168,340.64	Harriette Reibman	World Savings Bank FSB aba 122287196 ac 23394229
	CBC Purchase		5,311.95	12/13/2004	163,028.69	Noble & Wild Luggage	Riverside CA
	CBC Purchase		10,000.00	12/13/2004	153,028.69	Pamela Stark	Bank of America SF aba 121000358 ac 26486-00005
	CBC Purchase		628.54	12/13/2004	152,400.15	The Sharper Image	Rancho Cucarno CA
	Funds Transfer	Robin Schaefer		12/14/2004	302,400.15		Arrowhead Central CU aba 322282803 ac
	CBC Purchase		1,038.71	12/14/2004	301,361.44	Alexander Jewellers Inc	Riverside CA
	CBC Purchase		14,384.63	12/14/2004	286,976.81	Ban Bridge Jeweler #48	Riverside CA
	Funds Transfer		35,000.00	12/14/2004	251,976.81	Bradley C Stark	Bank of America SF aba 121000358 ac 03487-09009
	Funds Transfer	C D B & B Investors Inc		12/15/2004	1,257,893.71		PNC Bank Delaware aba 031100089 ac 5605219454
	Deposit			12/16/2004	1,357,893.71		
	CBC Purchase		5,209.71	12/16/2004	1,352,684.00	Keepsake Photograp...	Riverside CA
	CBC Purchase		3,519.00	12/16/2004	1,349,165.00	Mission Grove Dentistr...	Riverside CA
	Funds Transfer	Clover Investment LLC		12/17/2004	1,399,165.00		Wells Fargo Bank aba 121000248 ac 3036364421
	CBC Purchase		6,195.63	12/17/2004	1,392,969.37	Ban Bridge Jeweler #48	Riverside CA
	CBC Purchase		35.00	12/17/2004	1,392,934.37	Doubletree Hotels F&B	Ontario CA
	Funds Transfer		50,000.00	12/17/2004	1,342,934.37	Michael A Tschabaum	Citibank MBR/0008 Charles Schwab & Co Inc AC4055-3953 ref Michael A Tschabaum 89336-8058
	Funds Transfer	Ag Financial Services Ltd		12/20/2004	1,327,934.37	Pamela Stark	Bank of America SF aba 121000358 ac 26486-00005
	Funds Transfer		15,000.00	12/20/2004	1,417,919.37		RBT Bank Antilles NV

Blumberg No. 5118
EXHIBIT
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Blumberg No. 8118
EXHIBIT
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SARDAUKAR HOLDING
JP Morgan Chase Bank NA Acct No. 489-5027377-65

REF #	RECEIPTS	SOURCE OF RECEIPTS	DISB.	DATE	RUNNING BALANCE	NAME OF PAYEE	COMMENT
	Elec Remit		8,700.18	12/20/2004	1,409,219.79	American Express	122004 041218051838715
	CBC Purchase		94.83	12/20/2004	1,409,124.36	Amish Market	New York, NY
	CBC Purchase		5,000.00	12/20/2004	1,404,124.36	Beazer Homes	Deposit on Lot 71
	CBC Purchase		5,000.00	12/20/2004	1,399,124.36	Beazer Homes	Deposit on Lot 75
	CBC Purchase		21.00	12/20/2004	1,399,103.36	MTA Vending Machine	Metrocard NY
	CBC Purchase		21.00	12/20/2004	1,399,082.36	MTA Vending Machine	Metrocard NY
	CBC Purchase		3.00	12/20/2004	1,399,079.36	Smart Carte	Jamaica NY
	CBC Purchase		3.00	12/20/2004	1,399,076.36	Smart Carte	Jamaica NY
	CBC Purchase		3.00	12/20/2004	1,399,073.36	Smart Carte	Jamaica NY
	CBC Purchase		3.00	12/20/2004	1,399,070.36	Smart Carte	Jamaica NY
	Payment		8,874.38	12/20/2004	1,390,195.98	Triad Pymt	8008799756 122004 400001532806700
	CBC Purchase		640.00	12/21/2004	1,389,555.98	Farrells Leasing Co In...	New York NY
	CBC Purchase		408.00	12/23/2004	1,389,147.98	Farrells Leasing Co In...	New York NY
	Funds Transfer	10,000.00 Tony Plackin		12/24/2004	1,399,147.98		
	CBC Purchase		386.08	12/24/2004	1,398,761.90	Gill Retail Services	New York NY
	CBC Purchase		119.05	12/24/2004	1,398,642.85	Lord & Taylor #1	New York NY
	CBC Purchase		395.91	12/24/2004	1,398,246.94	Zales Jewelers #1790	New York NY
	CBC Purchase		54.79	12/27/2004	1,398,192.15	Duane Reade #122	New York NY
	CBC Purchase		1,105.91	12/27/2004	1,397,086.24	Facomnabe #0525	New York NY
	CBC Purchase		214.88	12/27/2004	1,396,871.36	Posman Books	New York NY
	CBC Purchase		60.00	12/27/2004	1,396,811.36	Radio City Tour / Store	New York NY
	CBC Purchase		204.00	12/28/2004	1,396,607.36	Farrells Leasing Co In...	New York NY
	CBC Purchase		408.00	12/28/2004	1,396,199.36	Farrells Leasing Co In...	New York NY
	CBC Purchase		204.00	12/28/2004	1,395,995.36	Farrells Leasing Co In...	New York NY
	CBC Purchase		204.00	12/28/2004	1,395,791.36	Farrells Leasing Co In...	New York NY
	CBC Purchase		204.00	12/28/2004	1,395,587.36	Farrells Leasing Co In...	New York NY
	CBC Purchase		475.00	12/28/2004	1,395,112.36	Farrells Leasing Co In...	New York NY
	CBC Purchase		88.36	12/28/2004	1,392,224.00	Metropolitan Museum	New York NY
	CBC Purchase		2,238.14	12/28/2004	1,392,785.86	The Ritz Carlton-Batte	New York NY
	CBC Purchase		695.38	12/28/2004	1,392,090.48	The Ritz Carlton-Batte	New York NY
	CBC Purchase		7,430.76	12/28/2004	1,384,659.72	The Ritz Carlton-Batte	New York NY
	CBC Purchase		98.98	12/28/2004	1,384,560.74	The Ritz Carlton-Batte	New York NY
	CBC Purchase		12,652.46	12/28/2004	1,371,928.28	The Ritz Carlton-Batte	New York NY
	CBC Purchase		200.96	12/29/2004	1,371,727.32	Circuit City	Moreno Valley CA
	CBC Purchase		2,854.31	12/29/2004	1,368,873.01	Circuit City	Moreno Valley CA
	CBC Purchase		1,324.24	12/29/2004	1,367,548.77	Circuit City	Riverside CA
	CBC Purchase		286.11	12/29/2004	1,367,262.66	Circuit city.com	Moreno Valley CA
	Funds Transfer		29,680.84	12/29/2004	1,337,581.82	International Consultants and ...	New York NY
	CBC Purchase		142.00	12/29/2004	1,337,439.82	The Ritz Carlton -FB	
	CBC Purchase		11,872.35	12/29/2004	1,325,567.47	Welby Law Offices PC Iolita	
	CBC Purchase		1,082.78	12/31/2004	1,324,484.69	Skyemail.com	
	CBC Purchase		14.71	01/03/2005	1,324,469.98	Hims Host	Atlanta Ga
	CBC Purchase		9.62	01/03/2005	1,324,460.36	Hims Host	Atlanta Ga
	CBC Purchase		55.00	01/03/2005	1,324,405.36	Hims Host All-Airpt	Atlanta Ga
	Funds Transfer		1,200.00	01/03/2005	1,323,205.36	Loran A Wilks	First Bank NA aba 107002522 ac 6374653947
	CBC Purchase		28.63	01/03/2005	1,323,176.73	Walgreen	Kissimmee FL
	CBC Purchase		39.13	01/03/2005	1,323,137.60	Walgreen	Kissimmee FL

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SARDAUKAR HOLDING
JP Morgan Chase Bank NA Acct No. 469-502377-65

REF #	RECEIPTS	SOURCE OF RECEIPTS	D/SB	DATE	RUNNING BALANCE	NAME OF PAYEE	COMMENT
CBC Purchase			265.10	01/04/2005	1,322,882.50	Public #684	Clermont FL
CBC Purchase			68.36	01/04/2005	1,322,814.14	Sizzler #1060	Kissimmee FL
CBC Purchase			42.39	01/05/2005	1,322,771.75	Clywalk Hub	Orlando FL
CBC Purchase			336.90	01/05/2005	1,322,434.85	Della	passenger: Wilks / Cristian
CBC Purchase			200.00	01/05/2005	1,322,234.85	Hrc-Orlando	Orlando FL
CBC Purchase			113.89	01/05/2005	1,322,120.96	Quiet Flight	Orlando FL
CBC Purchase			131.00	01/05/2005	1,321,989.96	Quiet Flight	Orlando FL
CBC Purchase			660.03	01/05/2005	1,321,329.93	Universal Studios	FL
CBC Purchase			335.34	01/05/2005	1,320,994.59	Universal Studios	FL
CBC Purchase			23.43	01/06/2005	1,320,971.16	Chester Heeler S	Lake Buena Vi, FL
CBC Purchase			67.77	01/06/2005	1,320,903.39	Cracker Barrel #529	Kissimmee FL
CBC Purchase			4.27	01/06/2005	1,320,899.12	Cracker Barrel #529	Kissimmee FL
CBC Purchase			1,881.00	01/06/2005	1,319,018.12	Denny S-Attraction Tic	Clermont FL
CBC Purchase			57.22	01/06/2005	1,318,960.90	Public #684	Clermont FL
CBC Purchase			173.60	01/06/2005	1,318,787.30	Skyrmall.com	
CBC Purchase			532.80	01/06/2005	1,318,254.50	Skyrmall.com	
CBC Purchase			113.93	01/06/2005	1,318,140.57	Sunnyby Gifts	
Funds Transfer			26,165.47	01/07/2005	1,291,975.10	International Consultants and Referrals Inc	Wachovia Bank MBR/0509 ftc Andbanc - Grup Agricol Reig Bic ac 4024235 ref : Felipe Canal
CBC Purchase			8,237.00	01/07/2005	1,283,738.10	Michael T Taschebaum	Citibank MBR/0008 Charles Schwab & Co Inc AC4055-3953 ref Michael A
CBC Purchase			98.52	01/07/2005	1,283,639.58	Public #684	Clermont FL
Funds Transfer			15,699.28	01/07/2005	1,267,940.30	Weldy Law Offices PC/Iola	Sovereign Bank of New England aba 011075150 ac 685500017238
CBC Purchase			44.70	01/10/2005	1,267,895.60	7-Eleven #32979	Kissimmee FL
CBC Purchase			100.00	01/10/2005	1,267,795.60	Bannigans #1099	Lake Buena Vi, FL
CBC Purchase			204.48	01/10/2005	1,267,591.12	China Pavilion Epcot	Lake Buena Vi, FL
CBC Purchase			116.00	01/10/2005	1,267,475.12	Comfisco	Orlando FL
CBC Purchase			50.00	01/10/2005	1,267,425.12	Della	passenger: Wilks / Shanell
CBC Purchase			5,305.10	01/10/2005	1,262,120.02	Frc - Web	Westminster CO
CBC Purchase			68.09	01/10/2005	1,262,051.93	Giftland Store #11	Orlando FL
CBC Purchase			67.00	01/10/2005	1,261,984.93	Giordanos of Lake Bue	Lake Buena Vi, FL
CBC Purchase			20,000.00	01/10/2005	1,241,984.93	Harrlette Reibman	World Savings Bank FSB aba 122287196 ac 23594229
CBC Purchase			178.00	01/10/2005	1,241,806.93	Hrc-Orlando	Orlando FL
CBC Purchase			481.95	01/10/2005	1,241,344.98	La Bottega Italiano	Lake Buena Vi, FL
CBC Purchase			186.38	01/10/2005	1,241,158.60	Marrakesh Moroccan Res	Lake Buena Vi, FL
CBC Purchase			183.18	01/10/2005	1,240,975.42	Marrakesh Moroccan Res	Lake Buena Vi, FL
CBC Purchase			195.43	01/10/2005	1,240,779.99	Mouse Gear	Lake Buena Vi, FL
CBC Purchase			48.97	01/10/2005	1,240,731.02	Picture This	Orlando FL
CBC Purchase			790.95	01/10/2005	1,239,940.07	Pringle of Scotland	Lake Buena Vi, FL
CBC Purchase			407.35	01/10/2005	1,239,532.72	Pringle of Scotland	Lake Buena Vi, FL
CBC Purchase			31.95	01/10/2005	1,239,500.77	Quiet Flight	Lake Buena Vi, FL
CBC Purchase			3,318.70	01/10/2005	1,236,182.07	Safari	Orlando FL
CBC Purchase			121.00	01/10/2005	1,236,061.07	San Angel Inn (Epcot)	Lake Buena Vi, FL
CBC Purchase			16,414.28	01/11/2005	1,219,646.79	American Express	011105 050110050852106
CBC Purchase			5,000.00	01/11/2005	1,214,646.79	Beezer Homes	Lot 68
Funds Transfer			15,000.00	01/12/2005	1,229,646.79	Chynstyler Inc	First Port City Bank aba 061202452 ac 1041287
CBC Purchase			117.15	01/12/2005	1,229,529.64	Agrabah Bazaar	Lake Buena Vi, FL

SARDAUKAR HOLDING
JP Morgan Chase Bank NA Acct No. 469-5027377-65

REF #	RECEIPTS	SOURCE OF RECEIPTS	DISB.	DATE CLEARED	RUNNING BALANCE	NAME OF PAYEE	COMMENT
CBC Purchase	299,985.00	CIG Ltd	170.40	01/12/2005	1,229,359.24	Agribahn Bazaar	Lake Buena Vi, FL
CBC Purchase			847.43	01/12/2005	1,228,511.81	Arbass Brothers Co Inc	Lake Buena Vi, FL
CBC Purchase			141.00	01/12/2005	1,228,370.81	Planet Hollywood	Lake Buena Vi, FL
CBC Purchase			77.59	01/12/2005	1,228,293.22	Plaza Del Sol Carib	Lake Buena Vi, FL
CBC Purchase			32.41	01/12/2005	1,228,260.81	Publix #351	Kissimmee FL
CBC Purchase			6,936.12	01/13/2005	1,221,324.69	Apple Computer	
CBC Purchase			26.49	01/13/2005	1,221,298.20	Apple Computer	
CBC Purchase			24.43	01/14/2005	1,221,273.77	Sizzler #1048	
CBC Purchase			10,450.68	01/18/2005	1,521,258.17	Apple Computer	Orlando FL
CBC Purchase			41.31	01/18/2005	1,510,808.09	Apple Computer	
CBC Purchase			5,261.90	01/18/2005	1,510,766.78	Ccon Newsstand	Salt Lake Cit UT
CBC Purchase			500.12	01/18/2005	1,505,004.76	SBC CA phone payment	Orlando FL
CBC Purchase			4,673.95	01/18/2005	1,500,330.81	The Art of Disney	Lake Buena Vi, FL
CBC Purchase			332.40	01/19/2005	1,499,998.41	Ais mac Mail	CA
CBC Purchase			267.80	01/19/2005	1,499,730.61	Ais mac Mail	CA
CBC Purchase			383.95	01/19/2005	1,499,346.66	Nobleco/collectables	VA
CBC Purchase			11,933.31	01/19/2005	1,487,413.35	The Art of Disney	Anaheim CA
CBC Purchase			87,280.00	01/20/2005	1,400,133.35	Cashiers Check - no payee	
CBC Purchase			4,557.29	01/20/2005	1,395,576.06	Island Charters	
CBC Purchase			766.79	01/20/2005	1,394,809.27	Orange Self Storage	
Funds Transfer	45,000.00	Tony Plackin	25,000.00	01/21/2005	1,439,809.27	Bradley C Stark	Anaheim CA
Funds Transfer			49,000.00	01/21/2005	1,414,809.27	C D B & B Investors Inc	Riverside CA
Funds Transfer			15,000.00	01/21/2005	1,350,809.27	Pamela C Stark	Bank of America SF aba 121000358 ac 0348709009
Funds Transfer	50,000.00	Investment World Inc	23,605.24	01/24/2005	1,400,809.27	Austin Furniture Gallie...	Bank of America SF aba 121000358 ac 2648600005
CBC Purchase			1,939.49	01/24/2005	1,377,204.03	Lamps Plus #020	Brighton Bank aba 12302503 ac 41022997
CBC Purchase			2,822.89	01/24/2005	1,372,441.65	Mission Grove Park Apa...	Riverside CA
CBC Purchase			285.20	01/24/2005	1,372,176.45	Mission Grove Park Apa...	Riverside CA
CBC Purchase			14,666.70	01/24/2005	1,357,509.75	Austin Furniture Gallie...	Riverside CA
CBC Purchase			3,357.82	01/25/2005	1,354,151.93	Capital One	Riverside CA
Check			10.00	01/25/2005	1,354,141.93	Capital One	check styled Pamela Starks 16960 Washington St Riverside CA 92504
Check			11.16	01/25/2005	1,354,130.77	Capital One	check styled Bradley Starks 16960 Washington St Riverside CA 92504
Check			128.46	01/25/2005	1,352,806.50	Target	check styled Bradley Starks 16960 Washington St Riverside CA 92504
CBC Purchase			1,195.71	01/25/2005	1,372,806.50	Target	Riverside CA
Funds Transfer	20,000.00	Chrysvler Inc	452.04	01/26/2005	1,672,339.56	Bed Bath & Beyond	First Port City bank aba 061202452 ac 1041287
Funds Transfer	299,985.00	Aq Financial Services Ltd	2,068.85	01/26/2005	1,670,270.71	Bed Bath & Beyond	RBTT Bank Antilles NV
CBC Purchase			15,000.00	01/26/2005	1,655,270.71	Clover Investments LLC	W Hollywood CA
CBC Purchase			5.00	01/26/2005	1,655,265.71	Expedia service fees	Wells Fargo Bank aba 12100248 ac 3036364424
CBC Purchase			997.30	01/27/2005	1,654,268.41	Americawest	
CBC Purchase			86.00	01/27/2005	1,654,182.41	Eros Boutique Inc	passenger: Wilks / Loren A
Funds Transfer			500.00	01/27/2005	1,653,682.41	Loren A Wilks	Boston MA
CBC Purchase			4,995.00	01/28/2005	1,648,687.41	Matrix Trading Solutio...	Firstbank of Boulder aba 107002522 ac 6374653947
Funds Transfer	23,000.00	Kerry Semon	1,671,587.41	01/28/2005		Matrix Trading Solutio...	Torrance CA

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SARDAUKAR HOLDING
JP Morgan Chase Bank NA Acct No. 489-5027377-65

REF #	RECEIPTS	SOURCE OF RECEIPTS	DATE	DISB.	RUNNING BALANCE	NAME OF PAYEE	COMMENT
CBC Purchase			01/28/2005	139.95	1,671,547.46	Cardquency.com Software Internet	
Funds Transfer			01/31/2005	25,000.00	1,646,547.46	C D B & B Investors Inc	Arrowhead CU aba 122287413 ac 5485094869
CBC Purchase			01/31/2005	141.00	1,646,406.46	El Torlo	Riverside CA
CBC Purchase			01/31/2005	4,846.59	1,541,559.87	Hand Crafted Model SHL	310-204-4123 CA
CBC Purchase			01/31/2005	24,042.02	1,517,517.85	March Community Credit Union	Home Equity 107819-1391385
CBC Purchase			01/31/2005	2,973.25	1,514,544.60	Rob May / Meier & Frank	Riverside CA
CBC Purchase			02/01/2005	50,000.00	1,464,544.60	Robert or Geraldine Franklin	repayment of loan
CBC Purchase			02/01/2005	428.74	1,464,115.86	Apple Store	Rancho Cucarno CA
ATM Withdrawal			02/01/2005	501.50	1,463,614.36	ATM Withdrawal	Mission Grove #2 Riverside CA
ATM Withdrawal			02/01/2005	501.50	1,463,112.86	ATM Withdrawal	Mission Grove #2 Riverside CA
Funds Transfer			02/01/2005	22,320.03	1,440,792.83	International Consultants & Referrals Inc	Wachovia Bank NA MBR70509 ftc Andbanc - Grup Agricul Reig ac 4024235
Funds Transfer			02/01/2005	300,000.00	1,140,792.83	Man Financial Cust Segregated Funds	JP Morgan Chase ac 9102591055 ftc GZ7-40345 Sardaukar Holdings Inc
CBC Purchase			02/01/2005	77.57	1,140,715.26	Venzon Wireless	Rancho Cucarno CA
CBC Purchase			02/01/2005	73.24	1,140,642.02	Venzon Wireless	Rancho Cucarno CA
Funds Transfer			02/01/2005	8,928.01	1,131,714.01	Wally Law Offices PC Jolla	Sovereign bank of New England aba 011075150 ac 6850 0017 238
CBC Purchase			02/02/2005	66,582.60	1,065,151.41	Avarez Lincoln Mercury Jaguar	55271
CBC Purchase			02/02/2005	64.33	1,065,087.08	Krnat	Riverside CA
CBC Purchase			02/02/2005	747.30	1,064,339.78	Nobleco' collectables	Riverside CA
CBC Purchase			02/03/2005	2,337.75	1,062,002.03	Mission Grover Park Apa...	Riverside CA
CBC Purchase			02/03/2005	200.00	1,061,802.03	Mission Grover Park Apa...	Riverside CA
CBC Purchase			02/03/2005	449.65	1,061,352.38	Nobleco' collectables	VA
NYCE Purchase			02/03/2005	87.36	1,061,265.02	Purchase @ 375 East Alessand	Riverside CA
CBC Purchase			02/03/2005	3,786.29	1,057,478.73	Rob May / Meier & Frank	Riverside CA
CBC Purchase			02/03/2005	527.98	1,056,950.75	Thomas Kirkade Gallery	Riverside CA
Funds Transfer			02/03/2005	59,787.15	997,163.60	Waller's Porsche	Union Bank of California aba 122000496 ac 5870119533
Elec Rentll			02/04/2005	24,251.87	972,911.73	American Express	020405 050203051007197
Funds Transfer			02/04/2005	20,000.00	952,911.73	Bradley C Stark	Bank of America aba 121000358 ac 03487 09009
CBC Purchase			02/04/2005	3,501.00	949,410.73	C D B & B Investors Inc	Arrowhead CU aba 122287413 ac 5485094869
CBC Purchase			02/04/2005	11,760.00	937,650.73	Mission Grover Park Apa ..	Washington DC
NYCE Purchase			02/04/2005	43.43	937,607.30	Purchase @ 501 Alessandro Biv	Riverside CA
CBC Purchase			02/07/2005	144.39	917,462.91	A Eagle Outtr	Riverside CA
CBC Purchase			02/07/2005	121.22	917,341.69	A Eagle Outtr	San Diego CA
CBC Purchase			02/07/2005	5,000.00	912,336.69	Expedia service fees	repayment of loan
CBC Purchase			02/07/2005	498.88	911,837.81	Express #0332	San Diego CA
CBC Purchase			02/07/2005	448.00	911,389.81	Forn A Corp	561-2075230 FL
CBC Purchase			02/07/2005	314.59	911,074.22	Jamie & Jack	San Diego CA
CBC Purchase			02/07/2005	40.25	911,033.97	La Jolla Shores Encon	La Jolla CA
CBC Purchase			02/07/2005	258.58	911,013.38	La Jolla Shores Subway	La Jolla CA
NYCE Purchase			02/07/2005	6,459.61	904,295.19	Thomas Kirkade Gallery	Riverside CA
CBC Purchase			02/07/2005	10,822.41	893,472.78	Thomas Kirkade Gallery	Riverside CA
CBC Purchase			02/07/2005	616.90	892,855.88	United	passenger: Wilks / Loren A
CBC Purchase			02/07/2005	538.75	892,317.13	Waller's Auto Sis & St	Riverside CA
CBC Purchase			02/07/2005	48.00	892,271.13	Wild Animal Park Admiss.	Escondido CA

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REF #	RECEIPTS	SOURCE OF RECEIPTS	DISB	DATE	CLEARED	RUNNING BALANCE	NAME OF PAYEE	COMMENT
	CBC Purchase		36.53	02/07/2005		892,234.60	Williamajprk-Bazaar	Escondido CA
	CBC Purchase		32.27	02/07/2005		892,202.33	Williamajprk-Jambo	Escondido CA
	CBC Purchase		226.53	02/07/2005		891,975.80	Williamajprk-Jambo	Escondido CA
	CBC Purchase		61.00	02/08/2005		891,914.80	El Torlo #0134	Riverside CA
	CBC Purchase		9.16	02/08/2005		891,905.64	Hyatt Hotels La Jolla	San Diego CA
	CBC Purchase		1,110.20	02/08/2005		890,795.44	Hyatt Hotels La Jolla	San Diego CA
	CBC Purchase		1,266.81	02/08/2005		889,528.63	Office Depot #968	Riverside CA
	CBC Purchase		32.31	02/08/2005		889,496.32	Purchase @ 2851 Canyon Spring	Riverside CA
	CBC Purchase		71.08	02/08/2005		889,425.24	Radio Shack	Riverside CA
	CBC Purchase		1,206.56	02/08/2005		888,218.68	The Sharper Image #377	Riverside CA
	CBC Purchase		26.88	02/08/2005		888,191.80	Wild Animal Park / Thontr	Riverside CA
	CBC Purchase		74.95	02/09/2005		888,116.85	Es Zpay Payroll. www.sitr.com NE	Escondido CA
	CBC Purchase		111,675.71	02/09/2005		776,441.14	Ferrari of Beverly Hills	Pacific Western National Bank aba 122238200 ac 002-580217
	CBC Purchase		30,000.00	02/09/2005		746,441.14	Purchase @ 501 Alessandro Blvd	Riverside CA
	CBC Purchase		44.23	02/09/2005		746,396.91	United	Riverside CA
	CBC Purchase		100.00	02/09/2005		746,296.91	United	Riverside CA
	CBC Purchase		91,907.48	02/10/2005		761,389.39	BMW of Riverside	passenger: Wilks / Loren A
	CBC Purchase		5,000.00	02/10/2005		664,389.39	Dan or Christine Pack	Citizens Business Bank aba 122234149 ac 245112734
	CBC Purchase		49.00	02/10/2005		664,340.39	El Torlo #0134	Riverside CA
	CBC Purchase		5,000.00	02/10/2005		659,340.39	NIKKI Pack	watching Chandler + interest
	CBC Purchase		908.54	02/10/2005		658,431.89	Verizon Wireless	Riverside CA
	CBC Purchase		1,023.63	02/11/2005		658,449.34	Alexander Jewelers Inc	Riverside CA
	CBC Purchase		67.28	02/11/2005		5,667,558.43	Avarez Lincoln Mercury	Riverside CA
	CBC Purchase		581.79	02/11/2005		5,656,976.64	Office Depot #5125	Riverside CA
	CBC Purchase		2,120.00	02/11/2005		5,654,856.64	Ricc Tiger Talk	CA
	CBC Purchase		1,001.50	02/14/2005		5,704,848.23	ATM Withdrawal	Riverside CA
	CBC Purchase		205.81	02/14/2005		5,703,646.73	Beach Works	National City Bank of the Midwest aba 072000915 ac 08191731572
	CBC Purchase		40.00	02/14/2005		5,703,700.92	Chili's Grill	Riverside CA
	CBC Purchase		61.00	02/14/2005		5,703,639.92	De Matteo Pizza	Moreno Valley CA
	CBC Purchase		75.00	02/14/2005		5,703,564.92	El Torlo #0134	Riverside CA
	CBC Purchase		467.47	02/15/2005		5,703,097.45	Purchase @ 375 East Alessandro	Riverside CA
	CBC Purchase		5.00	02/15/2005		5,702,895.54	United	passenger: Wilks / Loren A
	CBC Purchase		18,361.22	02/16/2005		5,684,534.32	Alienware	passenger: Wilks / Loren A
	CBC Purchase		806.00	02/16/2005		5,693,728.32	All My Sons Moving	Washington Mutual aba 123271978 ac 1794026443
	CBC Purchase		15,000.00	02/16/2005		5,678,728.32	C B & B Investors Inc	Denver CO
	CBC Purchase		4,583.65	02/16/2005		5,674,134.67	HPShopping.com	Arrowhead Credit Union aba 122287413 ac 5485094689
	CBC Purchase		31,455.63	02/16/2005		5,642,679.04	International Consultants and Referrals Inc	Wachovia bank MBS0509 ac Andbanc - Grup Agricol Reg ac 4024235
	CBC Purchase		12,582.25	02/16/2005		5,630,096.79	Welby Law Offices PC/Julia	Sovereign bank of New England aba 011075150 ac 68350 0017 238
	CBC Purchase		54.00	02/17/2005		5,630,042.79	Dominic's Pizza #8511	Riverside CA
	CBC Purchase		2,000,000.00	02/17/2005		3,630,042.79	Main Financial Cust Segregated Funds	JP Morgan Chase ac 9102591055 fic G27-40112 Sardaukar Holdings Inc

SARDAUKAR HOLDING
JP Morgan Chase Bank NA Acct No. 469-5027377-65

REF #	RECEIPTS	SOURCE OF RECEIPTS	DISB.	DATE CLEARED	RUNNING BALANCE	NAME OF PAYEE	COMMENT
	Funds Transfer		250,000.00	02/17/2005	3,380,042.79	Relco Fx Associates	Fleet National Bank NYC MBR/0032 ac 9421286589 ffc Sardaukar Holdings, IBC account # "New" Brad Stark@sardaukarholdings.com
	CBC Purchase		155.46	02/18/2005	3,379,887.33	City of Riverside	Riverside CA
	Funds Transfer		39,646.86	02/18/2005	3,340,240.47	GHN Inc dba Exclusively Volvo	Vineyard Bank aba 122238572 ac 001150243
	CBC Purchase		30,000.00	02/18/2005	3,310,240.47	Pamela C Stark	B of A aba 121000358 ac 2648600005
	CBC Purchase		3,999.33	02/18/2005	3,306,241.14	Virgin Atlantic	passenger: Wilks, Cristian
	CBC Purchase		3,999.33	02/18/2005	3,302,241.81	Virgin Atlantic	passenger: Stark / Pamela
	CBC Purchase		3,237.33	02/18/2005	3,298,004.48	Virgin Atlantic	passenger: Stark / Madison
	CBC Purchase		3,999.33	02/18/2005	3,295,005.15	Virgin Atlantic	passenger: Stark / Bradley
	CBC Purchase		3,999.33	02/18/2005	3,291,005.82	Virgin Atlantic	passenger: Wilks, Shanai
	CBC Purchase		6,690.02	02/22/2005	3,284,316.47	Best Buy	passenger: Stark / John
	CBC Purchase		1,500.00	02/22/2005	3,282,816.47	Exclusively Volvo	Riverside CA
	Fee		53.00	02/22/2005	3,278,763.47	Fee - chk / saw document fees	Ontario CA
	Payment		499.00	02/22/2005	3,278,264.47	Galco	New York, NY
	CBC Purchase		645.47	02/22/2005	3,277,619.00	Round Table Pizza	Riverside CA
	Funds Transfer	Grainaisance Profit Sharing	28.48	02/23/2005	3,277,590.52		Wells Fargo Bank aba 121000248 ac 6004860367
	CBC Purchase		20,000.00	02/23/2005	3,307,590.52	C D B & B Investors Inc	Arrowhead CU aba 122287413 ac 5485094869
	CBC Purchase		60.00	02/23/2005	3,307,530.52	Randy J Jacobs Dermatology	San City CA
	Funds Transfer		20,000.00	02/23/2005	3,287,530.52	Tony Plotkin	Wells Fargo Bank aba 121000248 ac 0442396169
	Funds Transfer		25,000.00	02/23/2005	3,262,530.52	Tony Plotkin	Wells Fargo Bank aba 121000248 ac 0442396169
	Funds Transfer	Mack Elery LLC		02/24/2005	3,312,530.52	Jeff Schousley	Sunstate Bank aba 122105252 ac 6042401096
	CBC Purchase		175,000.00	02/24/2005	3,137,530.52	Jeff Schousley	Dividend 33% Shares S H IBC
	Funds Transfer	International Consultants & Referrals	59.95	02/24/2005	3,137,470.57	Serf*surfcontrol	831-440-4880 CA
	CBC Purchase		1,980.32	02/25/2005	4,135,470.57	Best Buy	National Financial Services LLC C1T0502881 cus id:2285380000
	Funds Transfer	Grainaisance Inc		02/28/2005	4,185,490.25	Banana Republic #8213	Riverside CA
	CBC Purchase		1,096.91	02/28/2005	4,184,393.34	Chevron	Westamerica Bank aba 121140218 ac
	CBC Purchase		51.67	02/28/2005	4,184,341.67	Continental Breeders	San Diego CA
	CBC Purchase		787.50	02/28/2005	4,183,554.17	SO Sports Arena	San Diego CA
	CBC Purchase		156.00	02/28/2005	4,183,398.17		Miami FL
	Funds Transfer	Performance Management Group		03/02/2005	4,203,398.17	Aear Corporation	San Diego CA
	CBC Purchase		49.00	03/02/2005	4,203,349.17	City of Riverside UHill...	Bank One AZ aba 122100024 ac 6010046947953
	CBC Purchase		120.00	03/02/2005	4,203,229.17	Melchisspor*microsoft	Spencerport NY
	CBC Purchase		35.00	03/02/2005	4,203,194.17	Aero	Riverside CA
	Funds Transfer		10,000.00	03/02/2005	4,193,194.17	Clover Investments LLC	Washington Mutual aba 1233271978 ac 1194026443
	CBC Purchase		25,000.00	03/03/2005	4,168,194.17	E Jan Davilan DDS	Wells Fargo Bank aba 121000248 ac 3036364424
	CBC Purchase		8,330.00	03/03/2005	4,159,864.17	International Consultants and Referrals Inc	Wells Fargo Bank aba 121000248 ac 3036364424
	Funds Transfer		42,018.45	03/03/2005	4,101,038.34	Welly Law Offices PC lolia	Wachovia Bank NA MBR/0509 ffc Andbanc - Group Agricol Reig ac 4024235
	Funds Transfer		16,807.38	03/03/2005	4,111,038.34	Surgery Center	Sunstate Bank aba 122105252 ac 6042401096
	CBC Purchase	Freedom Group Services Inc	2,000.00	03/04/2005	4,109,038.34	Renato Calabria MD	B of A aba 026009593 ac 004967808600
	CBC Purchase		220.00	03/04/2005	4,108,818.34	Renato Calabria MD	Beverly Hills CA
	CBC Purchase		9,100.00	03/04/2005	4,099,718.34	Renato Calabria MD	Beverly Hills CA
	CBC Purchase		265.44	03/04/2005	4,099,452.90	Rossan Pharmacy	Beverly Hills CA

SARDAUKAR HOLDING
JP Morgan Chase Bank NA Acct No. 469-5027377-65

REF #	RECEIPTS	SOURCE OF RECEIPTS	DISB.	DATE	RUNNING BALANCE	NAME OF PAYEE	COMMENT
	Deposit	5,000.00 Norway (Foothill Independent Bank CC#4112837)		03/07/2005	4,179,452.90		
	Deposit	75,000.00 Lynda Gramlich-\$15000; ???? Ministries-\$10000; Jesse T & Margaret Morse-\$10000; Classic Diamond Ent.-\$15000; Bank of Hawaii CC#4901790-\$5000; Daniel J Cleary III-\$10000; First Hawaii? CC-\$5000; Fred Keyser-\$5000		03/07/2005	4,104,452.90		
	CBC Purchase	2,000.00 William H Wesson	1,019.64	03/07/2005	4,178,433.26	Four Seasons Hotels	Los Angeles CA
	CBC Purchase	10,000.00 Steven L Dewitt	1,134.61	03/07/2005	4,177,298.65	Ngy Jewelry	Orange CA
	Funds Transfer	2,500.00 Myrtle W Jones	750.00	03/07/2005	4,176,548.65	Prime Recovery Retreat	Los Angeles CA
	Funds Transfer	10,000.00 Maureen R Ralael		03/08/2005	4,178,548.65		Alpine Bank aba 1027103407 ac 2020303771
	ATM Withdrawal		1,001.50	03/08/2005	4,201,048.65		B of A aba 121000358 ac 0225450240
	CBC Purchase		290.00	03/08/2005	4,199,757.15	Codabase/Lawdopol.com	First Citizens B&T aba 053100300 ac 000867253406
	CBC Purchase		130.00	03/08/2005	4,199,627.15	Grand Marc Riverside	B of A aba 121000358 ac 0898861152
	CBC Purchase		19.95	03/08/2005	4,199,607.20	Tarot Com	Mission Grove #1 Riverside CA
	CBC Purchase		6.95	03/08/2005	4,199,600.25	Tarot Com	Edmonton AB
	Deposit	11,000.00 79ab?ring & Associates LLC (Bank of the West)		03/09/2005	4,210,600.25		Portland OR
	Deposit	38.00 Mitechsupport/mirosoft		03/09/2005	4,210,635.25		
	Funds Transfer	150,000.00 Cover Investment LLC		03/09/2005	4,214,435.25		Wells Fargo bank aba 121000248 ac 3036364424
	Elec Remit		8,423.81	03/09/2005	4,356,435.25	American Express	San Diego CA
	ATM Withdrawal		19.00	03/09/2005	4,356,416.25	Wp-fidairresume.com	North Shields GB
	CBC Purchase		166.80	03/10/2005	4,355,992.44	ATM Withdrawal	501 Allesandro Blvd Riverside CA
	CBC Purchase		15.10	03/10/2005	4,355,224.14	Ipowerweb Inc	Sania Monica CA
	Funds Transfer	150,000.00 Universal One Club LLC		03/11/2005	4,505,209.04	Vilerra Energy Service	San Diego CA
	Funds Transfer		75,000.00	03/11/2005	4,430,209.04	3-D Marketing LLC	B of A aba 121000358 ac 0764307488
	Funds Transfer		13,000.00	03/11/2005	4,417,209.04	C D B & B Investors	Wells Fargo aba 121000248 ac 010-0282059
	Funds Transfer		10,800.00	03/11/2005	4,406,409.04	Grand Marc Riverside	Arrowhead CU aba 122287413 ac 5485094869
	CBC Purchase		1,881.54	03/14/2005	4,506,409.04	Apple Store	Riverside CA
	ATM Withdrawal		501.50	03/14/2005	4,504,927.50	ATM Withdrawal	Wells Fargo NA aba 121000248 ac 6004860367
	ATM Withdrawal		501.50	03/14/2005	4,503,426.00	ATM Withdrawal	Rancho Cucarno CA
	CBC Purchase		3,024.83	03/14/2005	4,500,399.67	Circuit City	Mission Grove #2 Riverside CA
	CBC Purchase		54.00	03/14/2005	4,500,445.67	El-Torito #134	Rancho Cucarno CA
	Fee		10.00	03/14/2005	4,500,435.67	Fee - returned deposited item fee	Riverside CA
	CBC Purchase		761.00	03/14/2005	4,499,674.67	Paypal_timepiecesc.	4029337733 CA
	CBC Purchase		525.00	03/14/2005	4,499,149.67	Paypal_timepiecesc.	4029337733 CA
	Return Item		15,000.00	03/14/2005	4,484,149.67	Return Item Chargeback	
	1005		2,100.00	03/16/2005	4,482,049.67	The Business Plan Store	Tesori business plan payment #2
	Funds Transfer	50,000.00 Barr Chase S.A.		03/17/2005	4,532,049.67	ATM Withdrawal	Provident Bank & Trust of Belize cus id-5009251019
	ATM Withdrawal		501.50	03/17/2005	4,531,548.17	ATM Withdrawal	The Bankers Bank aba 061003415 ac 737777 ac
	Funds Transfer		35,000.00	03/18/2005	4,496,548.17	Chrysler Inc	1041287
	Funds Transfer		250,000.00	03/18/2005	4,246,548.17	CM Managers Ltd	Wachovia bank MBR/0509 fic RBTT Bank NV ac 65 86 767

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SARDAUKAR HOLDING
JP Morgan Chase Bank NA Acct No. 489-5027377-65

REF #	RECEIPTS	SOURCE OF RECEIPTS	DATE	DISB.	CLEARED	BALANCE	RUNNING	NAME OF PAYEE	COMMENT
Funds Transfer			03/18/2005	3,600.00	03/18/2005	4,242,948.17	Deepika Arant	First Bank of Westland aba 107005047 ac 6374506693	
CBC Purchase	1004		03/18/2005	95,154.43	03/18/2005	4,147,793.74	GMAC Mortgage	0010162965 John & Barbara Starke	
Funds Transfer			03/18/2005	90.87	03/18/2005	4,147,702.87	Ralph's #0145	Riverside CA	
ATM Withdrawal			03/21/2005	750,000.00	03/21/2005	3,397,702.87	Tesori Inc	B of A aba 121000358 ac 28481 40013	
Funds Transfer			03/21/2005	1,000.00	03/21/2005	3,396,702.87	ATM Withdrawal	Wachovia bank MBR0509 HC RBTT Bank NV ac 92.39.235	
CBC Purchase			03/21/2005	122,000.00	03/21/2005	3,274,702.87	Cig Ltd	Miami FL	
CBC Purchase			03/21/2005	787.50	03/21/2005	3,273,915.37	Continental Breeders	Hayward CA	
CBC Purchase	1008		03/21/2005	1,381.00	03/21/2005	3,272,534.37	Esignal	progress payment	
CBC Purchase			03/21/2005	4,500.00	03/21/2005	3,268,034.37	Express Bath Renovations	Riverside CA	
Funds Transfer			03/21/2005	86.00	03/21/2005	3,267,948.37	Iguana Joe's	Southtrust Bank aba 062000080 ac 70204645	
CBC Purchase			03/21/2005	678,000.00	03/21/2005	2,589,948.37	Megatund Corporation	Riverside CA	
CBC Purchase			03/21/2005	102.31	03/21/2005	2,589,846.06	Pelco #1125	081 847 81585	
CBC Purchase	1003		03/22/2005	154.41	03/22/2005	2,589,691.65	The Gas Company	Riverside CA	
CBC Purchase			03/22/2005	41.43	03/22/2005	2,589,650.22	AAA-Riverside	Wells Fargo Bank aba121000248 ac 5992832195	
Funds Transfer			03/23/2005	33.47	03/23/2005	2,589,596.75	Brookstone.com		
Funds Transfer	100,000.00	Rose of Avalon LLC	03/23/2005	211.80	03/23/2005	2,689,384.95	Entirelypets.com		
CBC Purchase			03/23/2005	60.61	03/23/2005	2,689,324.34	Entirelypets.com		
CBC Purchase			03/23/2005	203.10	03/23/2005	2,689,121.24	SGC Communications		
CBC Purchase			03/23/2005	94.80	03/23/2005	2,689,026.44	The Discovoy Channel	passenger Stark / Barbara	
CBC Purchase			03/23/2005	11,132.60	03/23/2005	2,677,893.84	Virgin Atlantic	Shamford CT	
CBC Purchase			03/24/2005	100.00	03/24/2005	2,677,793.84	Fetrick.com/Tradeck.c	12890595	
Funds Transfer	1009		03/24/2005	500,000.00	03/24/2005	2,177,793.84	Policy Investments	Commercial Federal Bank Omaha aba304072080 ac 94989244	
Funds Transfer	40,000.00	K & R Development LLC (DeWayne Long)	03/25/2005		03/25/2005	2,217,793.84		Regions Bank aba/062005690 ac 6924500611	
CBC Purch Return	38.00	Allenware	03/25/2005		03/25/2005	2,267,793.84		Miami FL	
CBC Purchase			03/25/2005	300.00	03/25/2005	2,267,531.84	ZCO Com	877-294-0273 OH	
CBC Purchase			03/25/2005	300.00	03/25/2005	2,267,231.84	ZCO Com	877-294-0273 OH	
CBC Purchase			03/25/2005	10,135.50	03/25/2005	2,257,096.34	Book Travel Bound.com	New York, NY	
CBC Purchase			03/25/2005	20.00	03/25/2005	2,257,076.34	Purchase @ 383 E Alessandrio	Woodcrest CA	
CBC Purchase			03/25/2005	213.59	03/25/2005	2,256,862.75	SBC Communications		
CBC Purchase			03/26/2005	5,074.09	03/26/2005	2,251,788.66	Allialia	New York NY	
CBC Purchase			03/26/2005	955.32	03/26/2005	2,250,833.34	Apple Store	Rancho Cucarno CA	
ATM Withdrawal			03/26/2005	1,001.50	03/26/2005	2,249,831.84	ATM Withdrawal	Mission Grove #1 Riverside CA	
CBC Purchase			03/26/2005	631.32	03/26/2005	2,249,200.52	Best Buy	Riverside CA	
CBC Purchase			03/26/2005	4,765.86	03/26/2005	2,244,434.66	Blue Sky Network	La Jolla CA	
CBC Purchase			03/26/2005	161.25	03/26/2005	2,244,273.41	Brookstone	Rancho Cucarno CA	
CBC Purchase			03/26/2005	46.00	03/26/2005	2,244,227.41	El Tonto #134	Woodcrest CA	
CBC Purchase			03/26/2005	41.90	03/26/2005	2,244,185.51	Mission Grove Car	Riverside CA	
CBC Purchase			03/26/2005	963.26	03/26/2005	2,243,222.25	Noble & Wild Luggage	Riverside CA	
CBC Purchase			03/26/2005	755.12	03/26/2005	2,242,467.13	Office Depot #988	Riverside CA	
CBC Purchase			03/26/2005	155.60	03/26/2005	2,242,311.53	Purchase @ 315 East Alessandrio	Riverside CA	
NYCE Purchase			03/26/2005	199.00	03/26/2005	2,242,112.53	Purchase @ 375 East Alessand	Riverside CA	
CBC Purchase			03/26/2005	35.02	03/26/2005	2,242,077.51	Shell Oil	Riverside CA	
CBC Purchase			03/26/2005	617.00	03/26/2005	2,241,460.51	Travel Insurance Polic.	800-207-8468 VA	
CBC Purchase			03/26/2005	42.00	03/26/2005	2,241,418.51	Travel Insurance Polic.	800-207-8468 VA	

SARDAUKAR HOLDING
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REF #	RECEIPTS	SOURCE OF RECEIPTS	DISB.	DATE CLEARED	RUNNING BALANCE	NAME OF PAYEE	COMMENT
Funds Transfer	1,000,000.00	Man Financial Cust Segregated		03/29/2005	3,241,418.51		440 South LaSalle St 20th Floor Chicago IL 60605 JP Morgan Chase? ac 9102991055
Funds Transfer	50,000.00	Brian Fabian		03/29/2005	3,291,418.51	Beazer Design Studio	First Credit Union Chandler AZ 322172742
Funds Transfer	10,000.00			03/29/2005	3,281,418.51	Beazer Design Studio	lot 75 John Stark interior design lot 71
Funds Transfer	160,000.00			03/29/2005	3,121,418.51	Derek Smith	Asstia Federal S&L Assoc aba/221472815 ac 8310543859
Funds Transfer	65,144.61			03/29/2005	3,056,273.90	International Consultants and Referrals Inc	Andbanc - Grup Agricol Reig ac 4024235
Funds Transfer	1,242.00			03/29/2005	3,049,031.90	Kater Permanente	medical record 00-0007/976045
Funds Transfer	129.15			03/29/2005	3,048,902.75	The Sharper Image	Rancho Cucarno CA
Funds Transfer	355.25			03/29/2005	3,048,547.50	The Sharper Image	Rancho Cucarno CA
Funds Transfer	26,457.94			03/29/2005	3,022,089.56	Welby Law Offices PC Iolita	Sovereign Bank of New England aba/011075150 ac 6850 0017 238
Funds Transfer	50,000.00	Peter Kaiser		03/30/2005	3,072,089.56		PeoplesBank Glen Rock PA aba/031310086
Funds Transfer				03/30/2005	3,071,006.87	American	passenger: Stark / Bradley C
Funds Transfer				03/30/2005	3,071,001.87	Expedia service fee	
Funds Transfer				03/30/2005	3,070,949.87	Historic Mission Inn	Riverside CA
Funds Transfer				03/30/2005	3,070,949.87	Historic Mission Inn	2,000,000 shares ??????????????
Funds Transfer				03/30/2005	1,070,914.34	Purchase @ 19 South Milpas St	Santa Barbara CA
Funds Transfer				03/30/2005	1,070,847.39	Vcr missouri Vital Rec	Jefferson City MO
Funds Transfer				03/31/2005	882,131.01	C D B & B Investors Inc	waste management
Funds Transfer				03/31/2005	872,459.38	Express Bath	Arrowhead CU aba/122287413 ac 5485094869
Funds Transfer				03/31/2005	872,459.38	Express Bath	final payment
Funds Transfer				03/31/2005	670,202.86	International Consultants and Referrals Inc	Stamford CT
Funds Transfer				03/31/2005	589,300.25	Welby Law Offices PC Iolita	Andbanc - Grup Agricol Reig ac 4024235
Funds Transfer				04/01/2005	613,300.25		Sovereign Bank of New England aba/011075150 ac 68500017238
Funds Transfer				04/01/2005	611,722.44	Best Buy	B of A aba/026009593 ac 001408246379
Funds Transfer				04/01/2005	576,722.44	Clover Investments LLC	Riverside CA
Funds Transfer				04/01/2005	575,217.19	Historic Mission Inn	Wells Fargo aba/121000248 ac 3036364424
Funds Transfer				04/01/2005	575,193.53	Historic Mission Inn	Riverside CA
Funds Transfer				04/01/2005	575,150.23	Historic Mission Inn	Riverside CA
Funds Transfer				04/01/2005	575,090.23	Left A Albuquerque	Santa Clara CA
Funds Transfer				04/01/2005	574,341.37	State Department #0344	Santa Barbara CA
Funds Transfer				04/01/2005	573,201.42	Ventzen Wireless	Los Angeles CA
Funds Transfer				04/04/2005	457,450.45	BMW of Riverside	BMW 745i vin WBA6163595D76690
Funds Transfer				04/04/2005	454,636.55	ICE-LAX	Los Angeles CA
Funds Transfer				04/05/2005	454,599.26	Chevron	Riverside CA
Funds Transfer				04/06/2005	454,156.27	Radio Shack	Riverside CA
Funds Transfer				04/07/2005	379,156.27	3-D Marketing LLC, LBTF	Wells Fargo NA aba/121000248 ac 010-0282039
Funds Transfer				04/08/2005	1,154,156.27	CM Managers Ltd	Anitiles Banking Corp (Curacao) CHP/397593 ac 65.86.767
Funds Transfer				04/11/2005	4,754,156.27		9102591055
Funds Transfer				04/11/2005	4,336,922.55	Allegrance Title Company	RBT Bank Antilles
Funds Transfer				04/11/2005	4,325,254.81	American Express	United Community Bank aba/1014455 ac 018011107 bnf Clak Properties II
Funds Transfer				04/11/2005	415,233.62		
Funds Transfer				04/11/2005	13,667.84		

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SARDAUKAR HOLDING
JP Morgan Chase Bank NA Acct No. 469-5027377-65

REF #	RECEIPTS	SOURCE OF RECEIPTS	DISB.	DATE	RUNNING BALANCE	NAME OF PAYEE	COMMENT
ATM Withdrawal			504.00	04/11/2005	4,324,750.81	ATM Withdrawal	19500 Seminole Dr Cabazon CA
CBC Purchase			3.95	04/11/2005	4,324,746.86	Cmp' gland Load Ckhill	
CBC Purchase			149.95	04/11/2005	4,324,596.91	loan-friendfinder	
CBC Purchase			44.58	04/11/2005	4,324,552.33	Purchase @ 501 Alessandro Biv	Riverside CA
CBC Purchase			135.00	04/11/2005	4,324,417.33	Serrano	Riverside CA
Int'l Exchange fee			14.03	04/12/2005	4,324,285.52	City of Riverside	
CBC Purchase			49.95	04/12/2005	4,324,221.54	Intuit	
CBC Purchase			21.02	04/12/2005	4,324,200.52	Purchase @ 1280 Galleria at Tyler	Riverside CA
NYCE Purchase			32.33	04/12/2005	4,324,168.19	The Galleria	Riverside CA
CBC Int'l Purchase			400.79	04/12/2005	4,323,767.40	Virgin Atlantic	Hounslow GB
CBC Purchase			8,805.00	04/13/2005	4,314,962.40	Book Travel Bound.com	New York NY
CBC Purchase			288.10	04/13/2005	4,314,674.30	JC Penney Store #1960	Riverside CA
Funds Transfer		Stephen T Hood	50,000.00	04/14/2005	4,364,674.30	ATM Withdrawal	National Bank of Commerce abaa084000013 ac 0000394247
ATM Withdrawal			102.00	04/14/2005	4,364,572.30	ATM Withdrawal	Justice for Los Angeles CA
CBC Purchase			39.95	04/14/2005	4,364,532.35	Cmp' gland Load Ckhill	Riverside CA
CBC Purchase			58.94	04/14/2005	4,364,473.41	Lerner NY Inc	800-207-8468 VA
CBC Puch Return		Travel Insurance Polic.	442.00	04/15/2005	4,364,915.41	American Express	Riverside CA
Elec Remit			577.90	04/15/2005	4,364,337.51	American Express	Bank of America SF (ABA 121000358) ac 2648600005
Funds Transfer			1,000,000.00	04/15/2005	3,364,337.51	Pamela C Stark	12890595
CBC Purchase			47,000.00	04/15/2005	3,317,337.51	Policy Investments	
CBC Purchase			545.00	04/15/2005	3,316,792.51	Travel Insurance Polic.	Norwalk CT
CBC Purchase			200.00	04/15/2005	3,316,592.51	Virgin Atlantic	Norwalk CT
CBC Purchase			400.00	04/16/2005	3,316,192.51	Virgin Atlantic	
CBC Purchase			30,000.00	04/16/2005	3,286,192.51	Brian Mursen	
CBC Purchase			83.92	04/16/2005	3,286,108.59	Photo Zone	Riverside CA
Funds Transfer		Peter Kaiser	60,000.00	04/16/2005	3,396,108.59	Photo Zone	PeoplesBank Glen Rock Pa aba031310086
Funds Transfer		Norman D Spahr	50,000.00	04/16/2005	3,394,417.79	American Express	Washington Mutual Savings Bank aba321180748 ac 0952094698
Check			1,690.80	04/16/2005	3,394,417.79	American Express	
Check			118.75	04/16/2005	3,394,299.04	Capital One	styled Pamela Stark
CBC Purchase			68.87	04/16/2005	3,394,230.17	Capital One	styled Pamela C Stark
CBC Purchase			120.33	04/16/2005	3,394,109.84	City of Riverside - Utiliti	Riverside CA
Int'l Exchange fee			43.85	04/16/2005	3,394,073.67	Exxonmobil	Rowland CA
Int'l Exchange fee			1.34	04/16/2005	3,394,072.82	Fee - Intl 3.5% purch exchange rate	
Int'l Exchange fee			36,442.00	04/16/2005	3,357,586.48	Franchise Tax Do Payments	
CBC Purchase			10,080.90	04/16/2005	3,347,505.58	ICE-LAX	Los Angeles CA
CBC Purchase			38.28	04/16/2005	3,347,467.30	Meon 745	Murndhun Df
CBC Int'l Purchase			50,000.00	04/16/2005	3,297,467.30	Pamela C Stark	
CBC Purchase			265.29	04/16/2005	3,297,202.01	SBC CA phone payment	
Payment			115.04	04/16/2005	3,297,086.97	SBC Communications	
CBC Int'l Purchase			1,252.63	04/16/2005	3,295,834.34	The Westin Excelsior	Roma It
CBC Int'l Purchase			4,940.00	04/16/2005	3,290,894.34	Empire Carpet	
Int'l Exchange fee			5.64	04/19/2005	3,290,888.70	Fee - Intl 3.5% purch exchange rate	
CBC Int'l Purchase			160.92	04/19/2005	3,290,727.78	Hard Rock Cafe	Roma It
Payment			137,995.00	04/19/2005	3,152,732.78	IRS usatxpmi	
Payment			9,274.33	04/19/2005	3,143,458.25	John W Stark	pay 4/1 -4/30/2005

SARDAUKAR HOLDING
JP Morgan Chase Bank NA Acct No. 489-5027377-65

REF #	RECEIPTS	SOURCE OF RECEIPTS	DISB.	DATE CLEARED	RUNNING BALANCE	NAME OF PAYEE	COMMENT
CBC Purchase			1,607.99	04/19/2005	3,141,850.26	Koehn US	passenger: Stark / Madison
CBC Purchase			1,611.65	04/19/2005	3,140,238.61	Koehn US	passenger: Stark / Barbara M
CBC Purchase			1,611.65	04/19/2005	3,138,626.96	Koehn US	passenger: Stark / Pamela
CBC Purchase			1,611.65	04/19/2005	3,137,015.31	Koehn US	passenger: Stark / Bradley M
CBC Purchase			75.00	04/19/2005	3,136,940.31	Millers Carpet Care	Rosenda CA
Int'l ATM Withdrawal			336.09	04/20/2005	3,136,604.22	ATM Withdrawal	Banca Pop Di Bergamo Roma It
Int'l Exchange fee			80.45	04/20/2005	3,136,523.77	Fee - intl 3.5% purch exchange rate	
CBC Purchase			2,298.52	04/20/2005	3,134,225.25	Rinalda 708	
CBC Purchase			515.27	04/21/2005	3,133,709.98	Blue Sky Network	Roma It
CBC Purchase Return	1,042.00	Esignal		04/22/2005	3,134,751.98	ATM Withdrawal	La Jolla CA
Int'l ATM Withdrawal			337.98	04/22/2005	3,134,414.00	ATM Withdrawal	Hayward CA
CBC Purchase			100.00	04/22/2005	3,134,314.00	Extrck.com/Traderck.c	Pop Verona Venezia Venezia It
CBC Purchase			987.56	04/22/2005	3,133,326.44	Sony Gallery 871	Stamford CT
CBC Purchase			22,081.42	04/25/2005	3,111,245.02	American Express	Roma It
Int'l ATM Withdrawal			337.13	04/25/2005	3,110,907.89	ATM Withdrawal	Cassars Minicospa Firenze It
Int'l ATM Withdrawal			337.13	04/25/2005	3,110,570.76	ATM Withdrawal	Cassars Minicospa Firenze It
Int'l ATM Withdrawal			337.13	04/25/2005	3,110,233.63	ATM Withdrawal	Banca Pop Di Verona Venezia It
Int'l ATM Withdrawal			9,118.20	04/25/2005	3,101,115.43	Cuorno	Sorrento It
Int'l Exchange fee			166.46	04/25/2005	3,100,948.97	Fee - intl 3.5% purch exchange rate	
Int'l Exchange fee			176.73	04/25/2005	3,100,772.24	Fee - intl 3.5% purch exchange rate	
Int'l Exchange fee			319.14	04/25/2005	3,100,453.10	Fee - intl 3.5% purch exchange rate	
CBC Purchase			14.95	04/25/2005	3,100,438.15	Inhult	
CBC Purchase			29.95	04/25/2005	3,100,408.20	Inhult	
CBC Purchase			39.95	04/25/2005	3,100,368.25	Inhult	
CBC Purchase			14.95	04/25/2005	3,100,353.30	Inhult	
CBC Purchase			5,049.27	04/25/2005	3,095,304.03	The Westin Excelsior	Roma It
CBC Purchase			4,755.77	04/25/2005	3,090,548.26	The Westin Excelsior	Roma It
CBC Purchase			4,480.43	04/25/2005	3,086,067.83	American Express	Barbara Stark lot 68
Funds Transfer			5,000.00	04/25/2005	3,081,067.83	Beazer Design Center	RBT Bank NV ac 92.39.235
Funds Transfer			78,500.00	04/25/2005	3,002,567.83	CIG Ltd	Southtrust Bank aba062000080 ac 70204645
Funds Transfer			2,034,000.00	04/25/2005	968,567.83	Megafund Corporation	Farmers Merchant Bank aba111911321 ac 010029742
Int'l Exchange fee			187,500.00	04/25/2005	781,067.83	T.G.C. International	
Int'l Exchange fee			4.19	04/27/2005	781,063.64	Fee - intl 3.5% purch exchange rate	
Int'l Exchange fee			119.64	04/27/2005	780,944.00	Tratona Parone	Firenze It
Int'l Exchange fee			1,005.74	04/27/2005	779,938.26	Verizon Wireless	Firenze CA
Int'l Exchange fee			334.07	04/28/2005	779,604.19	ATM Withdrawal	4823 Roma Ag Roma It
Int'l ATM Withdrawal			2,548.03	04/28/2005	777,056.16	Boutique Giorgio	Firenze It
Int'l ATM Withdrawal			6,195.83	04/28/2005	770,860.33	Calma Snc	Firenze It
Int'l Exchange fee			216.86	04/28/2005	770,643.47	Fee - intl 3.5% purch exchange rate	
Int'l Exchange fee			54.67	04/28/2005	770,588.80	Fee - intl 3.5% purch exchange rate	
Int'l Exchange fee			7.66	04/28/2005	770,581.14	Fee - intl 3.5% purch exchange rate	
Int'l Exchange fee			89.19	04/28/2005	770,491.95	Fee - intl 3.5% purch exchange rate	
Int'l Exchange fee			61.00	04/28/2005	770,430.95	Fee - intl 3.5% purch exchange rate	
Int'l Exchange fee			1,742.57	04/28/2005	768,688.38	Gucci	Firenze It
CBC Purchase			1,561.87	04/28/2005	767,126.51	Pitti Mossali	Firenze It
CBC Purchase			218.65	04/28/2005	766,907.86	Trentalilla Vendita O	Roma It
CBC Purchase			390.18	04/28/2005	766,517.68	Verizon Wireless	Folsom NJ

SARDAUKAR HOLDING
JP Morgan Chase Bank NA Acct No. 469-5027377-65

REF #	RECEIPTS	SOURCE OF RECEIPTS	DISB.	DATE	RUNNING BALANCE	NAME OF PAYEE	COMMENT
	Inlt ATM Withdrawal		333.53	04/29/2005	765,184.15	ATM Withdrawal	
	Inlt Purchase		701.70	04/29/2005	765,482.45	Expensive 091	
	Exchange fee		19.40	04/29/2005	765,463.05	Fee - Inlt 3.5% purch exchange rate	
	Exchange fee		600.48	04/29/2005	764,862.57	Fee - Inlt 3.5% purch exchange rate	
	Exchange fee		24.56	04/29/2005	764,838.01	Fee - Inlt 3.5% purch exchange rate	
	Exchange fee		230.69	04/29/2005	764,607.32	Fee - Inlt 3.5% purch exchange rate	
	CBC Inlt Purchase		554.13	04/29/2005	764,053.19	Hogan 771	Roma It
	CBC Inlt Purchase		17,156.47	04/29/2005	746,896.72	Michalangelo Souvenirs	Roma It
	CBC Inlt Purchase		6,590.87	04/29/2005	740,305.85	The Westin Europa	Venezia It
	Funds Transfer		11,000.00	05/02/2005	729,305.85	Brian Fabian	First Corporate CU abaj322184578 ac 0013336435
	Funds Transfer		42,577.84	05/02/2005	686,728.01	Clara Neil Heard	Regions Bank abaj062005690 ac 6924500611
	Funds Transfer		30,000.00	05/02/2005	656,728.01	Consulting Services LLP	Bank One Utah abaj124007545 ac 645404666
	Inlt Exchange fee		40.04	05/02/2005	656,687.97	Fee - Inlt 3.5% purch exchange rate	
	Inlt Exchange fee		128.94	05/02/2005	656,559.03	Fee - Inlt 3.5% purch exchange rate	
	Inlt Exchange fee		27.10	05/02/2005	656,531.93	Fee - Inlt 3.5% purch exchange rate	
	CBC Inlt Purchase		20,000.00	05/02/2005	636,531.93	K & R Development LLC - DeWayne K Long	Commercial Federal Bank FSB abaj304072080 ac 000094989244
	CBC Inlt Purchase		3,683.80	05/02/2005	632,848.13	Lynn-Div Louis VUI	Roma It
	CBC Inlt Purchase		774.18	05/02/2005	632,073.95	Shand 433	Roma It
	CBC Inlt Purchase		1,143.80	05/02/2005	630,930.15	The Westin Excelsior	Firenze It
	Funds Transfer	Returned Wire Transfer (First Corporate Credit Union 3611 N Black Canyon Hwy, Phoenix AZ)	11,000.00	05/03/2005	641,930.15		
	CBC Inlt Purchase		160.53	05/03/2005	641,769.62	Fabris	Roma It
	CBC Inlt Purchase		5.62	05/03/2005	641,764.00	Fee - Inlt 3.5% purch exchange rate	
	CBC Purch Return	Travel Bound Inc	888.00	05/05/2005	642,652.00		New York NY tel 3052519797 FL tel 3052519797 FL
	CBC Purchase		127.12	05/05/2005	642,524.88	Allennare	
	CBC Purchase		6,719.42	05/05/2005	635,805.46	Allennare	
	Exchange fee		145.15	05/05/2005	635,660.31	Fee - Inlt 3.5% purch exchange rate	
	Exchange fee		67.00	05/05/2005	635,593.31	Pelco #1125	Riverside CA
	Inlt Purchase		4,147.09	05/05/2005	631,446.22	St Regis Grand	Roma It
	Purch Return	Orange Self Storage	662.93	05/06/2005	632,109.15		Riverside CA
	Elec Remit		36,489.86	05/06/2005	593,519.29	American Express	
	CBC Inlt Purchase		1,661.68	05/06/2005	591,857.61	Cellini Oreficco	Pompeii It
	CBC Inlt Purchase		724.08	05/06/2005	591,133.53	Dexter Seal Engrav...	Tentorden GB
	Inlt Exchange fee		58.86	05/06/2005	591,074.67	Fee - Inlt 3.5% purch exchange rate	
	Inlt Exchange fee		26.35	05/06/2005	591,048.32	Fee - Inlt 3.5% purch exchange rate	
	CBC Purchase		1,035.00	05/06/2005	590,013.32	Orange Self Storage	Riverside CA
	CBC Purchase		662.93	05/06/2005	589,340.39	Orange Self Storage	Riverside CA
	CBC Purchase		662.93	05/06/2005	588,677.46	Orange Self Storage	Riverside CA
	CBC Purchase		50.00	05/06/2005	588,627.46	Raincross Medical Clr	Riverside CA
	CBC Purchase		23.53	05/06/2005	588,599.93	Suncoast	Riverside CA
	NYCE Purchase		9.24	05/08/2005	588,590.69	Purchase @ 1051 E Alessandro	Riverside CA
	ATM Withdrawal		6.95	05/08/2005	588,583.74	Taco Bell #5527	Riverside CA
	ATM Withdrawal		500.00	05/09/2005	588,083.74	ATM Withdrawal	1600 S Disneyland Anaheim CA
	CBC Purchase		501.50	05/09/2005	587,582.24	ATM Withdrawal	Mission Grove #1 Riverside CA
	CBC Purchase		17.23	05/09/2005	587,565.01	B Dalton 0072	Riverside CA
	CBC Purchase		23.29	05/09/2005	587,541.72	Baskin/oppo's 035	Riverside CA
	CBC Purchase		39.00	05/09/2005	587,502.72	Cinemark/Luxury Thr	Riverside CA

SARDAUKAR HOLDING
JP Morgan Chase Bank NA Acct No. 469-502377-65

REF #	RECEIPTS	SOURCE OF RECEIPTS	DISB.	DATE CLEARED	RUNNING BALANCE	NAME OF PAYEE	COMMENT
CBC Purchase			9.50	05/09/2005	587,588.22	Cinemaster Luxury Thr	Riverside CA
CBC Purchase			1,322.09	05/09/2005	586,266.13	Cottage Kids Portraits	Riverside CA
CBC Purchase			573.67	05/09/2005	585,692.46	Historic Mission Inn	Riverside CA
CBC Purchase			39.00	05/09/2005	585,653.46	Iguana Joe's	Riverside CA
CBC Purchase			3,000.00	05/09/2005	582,653.46	John W Stark	Military pay
CBC Purchase			102.76	05/09/2005	582,550.70	Postal Annex 243	Riverside CA
NYCE Purchase			49.63	05/09/2005	582,501.07	Purchase @ 501 Alessandro Blv	Riverside CA
CBC Purchase			35.90	05/09/2005	582,465.17	Ralphs 0145	Riverside CA
CBC Purchase			37.67	05/09/2005	582,427.50	Things Remembered 0189	Riverside CA
CBC Purchase			1,000.00	05/09/2005	581,427.50	Zeropoint Technologies	Bountiful UT
CBC Purchase			3,000.00	05/10/2005	578,427.50	G E Money Bank	6034 6106 0163 4606
CBC Purchase			206.99	05/10/2005	578,220.51	Rainforest (Anaheim)	Anaheim CA
CBC Purchase			8,588.57	05/11/2005	569,631.94	Ethan Allen	Riverside CA
CBC Purchase			165.14	05/11/2005	569,466.80	Kmart	Riverside CA
Payment			101.86	05/12/2005	569,364.94	SBC Communications	Riverside CA
Deposit			60,000.00	05/13/2005	629,364.94		B of A CC#1896293
Funds Transfer			250,000.00	05/13/2005	379,364.94	GM Managers Ltd	Antilles Banking Corp (Curacao) ac6586767
Funds Transfer			5,000.00	05/13/2005	374,364.94	Cotton Trust Company (Cayman)	Bank of Butterfield Intl ac 01210032107
CBC Purchase			2,500.00	05/13/2005	371,864.94	General Solar	Mesa AZ
CBC Purchase			115.00	05/13/2005	371,749.94	Iguana Joe's	Riverside CA
CBC Purchase			8.04	05/13/2005	371,741.90	McDonalds	Riverside CA
Wire Transfer			5,000.00	05/13/2005	366,741.90	Tal Marinn	Citibank NY NY ac 37132533
CBC Purchase			413.70	05/16/2005	366,328.20	Canyon Crest Animal Ho...	Riverside CA
CBC Purchase			39.95	05/16/2005	366,288.25	Cnp Ykard Load Ckhill	877-283-1863 ph
CBC Purchase			100.00	05/16/2005	366,188.25	Dominos Pzza 8511	Riverside CA
CBC Purchase			26.51	05/16/2005	366,161.74	Epl 5587	Riverside CA
CBC Purchase			181.22	05/16/2005	365,980.52	Kmart	Riverside CA
CBC Purchase			8.17	05/16/2005	365,972.35	McDonalds	Riverside CA
CBC Purchase			3.64	05/16/2005	365,968.71	McDonalds	Riverside CA
CBC Purchase			62.66	05/16/2005	365,916.06	Ralphs 0145	Riverside CA
NYCE Purchase			10.49	05/16/2005	365,905.57	Taco Bell 5527	Riverside CA
NYCE Purchase			6.02	05/17/2005	365,899.55	Purchase @ 315 E Alessandro	Riverside CA
CBC Purchase			22.39	05/17/2005	365,877.16	Sav-On Drugs	Riverside CA
CBC Purchase			71.00	05/18/2005	365,806.16	Iguana Joe's	Riverside CA
CBC Purchase			6,963.30	05/18/2005	358,942.86	John Stark	Riverside CA
Payment			112.22	05/18/2005	358,830.64	SBC Communications	paycheck May 2-16
CBC Purchase			71.09	05/18/2005	358,759.55	Sizzler 511	Riverside CA
CBC Purchase			210.11	05/19/2005	358,549.44	Disney Off The Page	Anaheim CA
CBC Purchase			182.02	05/19/2005	358,367.42	Disney Off The Page	Anaheim CA
CBC Purchase			45.33	05/19/2005	358,342.09	Ralphs 0145	Riverside CA
CBC Purchase			3,000.00	05/20/2005	355,342.09	Henderson & Lyman Client Funds Account	retainer for Sardaukar Holdings and Bradley Stark
CBC Purchase			422.26	05/23/2005	354,919.83	Best Buy 1107	Riverside CA
CBC Purchase			1,064.89	05/23/2005	353,854.94	Blue Sky Network LLC	868 6613894 CA
CBC Purchase			69.38	05/23/2005	353,785.56	City of Riverside - Unill	Riverside CA
CBC Purchase			60.49	05/23/2005	353,725.06	Iguana Joe's	Riverside CA
CBC Purchase			18.31	05/23/2005	353,646.56	McDonalds	Riverside CA

SARDALKAR HOLDING
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REF #	RECEIPTS	SOURCE OF RECEIPTS	DISB	DATE CLEARED	RUNNING BALANCE	NAME OF PAYEE	COMMENT
CBC Purchase			97.95	05/23/2005	353,548.61	Paypal *cryptolive	402 835 7733 CA
CBC Purchase			165.43	05/23/2005	353,383.18	SBC Bill / advance pmt	877-774-0847 CA
CBC Purchase			86.00	05/23/2005	353,297.18	T G I Fridays Rivers	Riverside CA
CBC Purchase			220.74	05/23/2005	353,076.44	Tangel 2915	Riverside CA
CBC Purchase			100.00	05/24/2005	352,976.44	Fxtek.com/Tradetrek.c	Stamford CT
CBC Purchase			130.00	05/24/2005	352,846.44	Islands Restaurant	Riverside CA
CBC Purchase			33.74	05/25/2005	352,812.70	Round Table Pizza	Riverside CA
CBC Purchase			1,540.12	05/25/2005	351,272.58	Verizon Wireless	Folsom CA
Payment			71.88	05/26/2005	351,200.90	Geico	
CBC Purchase			65.00	05/26/2005	351,135.90	Iguana Joes	Riverside CA
CBC Purchase			121,000.00	05/26/2005	230,135.90	Policy Investments	12890595
CBC Purchase			23.63	05/27/2005	230,112.27	Baskin/Topo's 035	Riverside CA
CBC Purchase			51.22	05/27/2005	230,061.05	Round Table Pizza	Riverside CA
ATM Withdrawal			501.50	05/31/2005	229,559.55	ATM Withdrawal	Magnolia Center-01 Riverside CA
ATM Withdrawal			501.50	05/31/2005	229,058.05	ATM Withdrawal	Acu/Octfu Riverside CA
CBC Purchase			81.00	05/31/2005	228,977.05	Coco's 6054	Carlsbad CA
CBC Purchase			2,075.00	05/31/2005	226,902.05	Continental Breeders	Miami FL
CBC Purchase			117.00	05/31/2005	226,785.05	Iguana Joes	Riverside CA
CBC Purchase			48.00	05/31/2005	226,737.05	IHOP 950	Riverside CA
CBC Purchase			117.12	05/31/2005	226,619.93	Target 2915	Riverside CA
CBC Purchase			335.04	05/31/2005	226,284.89	Verizon Wireless	Riverside CA
CBC Purchase			20.00	06/01/2005	226,264.89	Petco 1125	800 350 2830 NJ
CBC Purchase			45.24	06/01/2005	226,219.65	Petco 1125	Riverside CA
CBC Purchase			7,500.00	06/02/2005	218,719.65	Dann Carlson	Riverside CA
CBC Purchase			46.00	06/02/2005	218,673.65	El Torito 0134	Riverside CA
CBC Purchase			100.00	06/02/2005	218,573.65	Fxtek.com/Tradetrek.c	Stamford CT
CBC Purchase			7,500.00	06/03/2005	211,073.65	Nahn Sayene	Moreno Valley CA
CBC Purchase			85.69	06/06/2005	210,987.96	Chuck E Cheese	Corona CA
CBC Purchase			75.00	06/06/2005	210,912.96	Claim Jumper	888 852 6000 CA
CBC Purchase			215.50	06/06/2005	209,697.46	Go Wireless Tyl	909-946-5763 CA
CBC Purchase			702.00	06/06/2005	209,995.46	Limousine	San Bernardino CA
CBC Purchase			3,314.39	06/06/2005	206,681.07	New Carriage House	San Bernardino CA
CBC Purchase			259.87	06/06/2005	206,421.20	Purchase @ 901B South Coast	Costa Mesa CA
CBC Purchase			323.35	06/06/2005	206,097.85	Ralphs 0145	Riverside CA
ATM Withdrawal			302.95	06/07/2005	205,794.90	ATM Withdrawal	Riverside CA
CBC Purchase			195.00	06/07/2005	205,600.00	Iguana Joes	222 N Vineyard Av Ontario CA
Funds Transfer			3,431.65	06/07/2005	202,258.25	John W Stark Jr	B of A Riverside CA aba17100358 ac 0630610094 Payroll June 1 2005
Funds Transfer			5,000.00	06/07/2005	197,258.25	Sardaulkar Holdings IBC	Harris Trust & Savings Bank Chicago aba 071000288 ac 3935905 R J O'Brien Foreign Exchange Inc ftc ac 55352
CBC Purchase			37.30	06/08/2005	197,220.95	Purchase @ 501 Alessandro Biv	Riverside CA
CBC Purchase			1,197.36	06/10/2005	196,023.59	Yusen Air & Sea	302254288
CBC Purchase			31.00	06/10/2005	195,992.59	Canyon Crest Animal Ho	Riverside CA
CBC Purchase			209.43	06/10/2005	195,783.16	Ralphs 0145	Riverside CA
CBC Purchase			41.11	06/13/2005	195,742.05	7 Eleven 18352	Riverside CA
CBC Purchase			39.95	06/13/2005	195,702.10	Cmp/gkand Load Okbill	877-283-1863 ph
CBC Purchase			74.00	06/13/2005	195,628.10	Left At Albuquerque-Sb	Santa Clara CA
CBC Purchase			3,400.00	06/13/2005	192,228.10	Profitunity Trading Gr	Cardm by th, CA

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SARDAUKAR HOLDING
JP Morgan Chase Bank NA Acct No. 469-5027377-65

REF #	SOURCE OF RECEIPTS	DISB	DATE	RUNNING BALANCE	NAME OF PAYEE	COMMENT
	Payment	101.86	06/31/2005	192,128.24	SBC Communications	
	CBC Purchase	57.75	06/14/2005	192,068.49	Chevron	Montebello CA
	CBC Purchase	959.16	06/15/2005	191,109.33	Encheta Lodge & Suites	Santa Barbara CA
	CBC Purchase	531.00	06/16/2005	190,578.33	Rocc Tiger Talk	Riverside CA
	CBC Purchase	13.50	06/17/2005	190,564.83	Carr's Jr #170	Riverside CA
	CBC Purchase	18.00	06/17/2005	190,546.83	Cinemasater Luxury Thr	Riverside CA
	CBC Purchase	155.00	06/17/2005	190,391.83	Claim Jumper #1	San Bernardino, CA
	CBC Purchase	95.95	06/17/2005	190,295.88	Hughesware Computer Se	Harper Woods MI
	CBC Purchase	475.00	06/17/2005	189,820.88	Paypal 'profitunity	402 935 7733 CA
	CBC Purchase	52.00	06/17/2005	189,768.88	Palco 1125	Riverside CA
	NYCE Purchase	53.18	06/17/2005	189,715.70	Purchase @ 17905 Van Buren Bl	Riverside CA
	CBC Purchase	500.00	06/20/2005	189,215.70	91 Express Lanes-Web	800 600 9191 CA
	ATM Withdrawal	500.00	06/20/2005	188,715.70	ATM Withdrawal	1776 S Disneyland Anaheim CA
	CBC Purchase	1,316.00	06/20/2005	187,399.70	Disney Main Entrance	Anaheim CA
	CBC Purchase	99.95	06/20/2005	187,299.75	Mission Grove Car	Woodcrest CA
	CBC Purch Return	110.01	Disney Off The Page	187,409.76		
	CBC Purchase	85.43	06/21/2005	187,324.33	City of Riverside - Utiliti	Riverside CA
	CBC Purchase	1,100.13	06/21/2005	186,224.20	Disney Off The Page	Anaheim CA
	CBC Purchase	100.00	06/22/2005	186,124.20	Fxtrek.com/radtrek.c	Stamford CT
	CBC Purchase	97.95	06/22/2005	186,026.25	Paypal 'cryptolieve	402 935 7733 CA
	CBC Purchase	117.30	06/22/2005	185,908.95	SBC Bill / Advance Pmt	877 774 0847 CA
	Payment	112.22	06/22/2005	185,796.73	SBC Communications	
	CBC Purchase	127.12	06/23/2005	185,669.61	Allenware	
	CBC Purchase	1,064.89	06/24/2005	184,604.72	Blue Sky N.	
	ATM Withdrawal	1034		181,173.07	John W Stark	
	CBC Purchase	601.50	06/27/2005	180,571.57	ATM Withdrawal	
	CBC Purchase	1,562.15	06/27/2005	179,009.42	Delta	
	CBC Purchase	1,562.15	06/27/2005	177,447.27	Delta	
	CBC Purchase	1,562.15	06/27/2005	175,885.12	Delta	
	CBC Purchase	1,562.15	06/27/2005	174,322.97	Delta	
	CBC Purchase	1,562.15	06/27/2005	172,760.82	Delta	
	CBC Purchase	1,562.15	06/27/2005	171,198.67	Delta	
	CBC Purchase	1,562.15	06/27/2005	169,636.52	Delta	
	CBC Purchase	1,562.15	06/27/2005	168,074.37	Delta	
	CBC Purchase	1,562.15	06/27/2005	166,512.22	Delta	
	CBC Purchase	1,562.15	06/27/2005	164,950.07	Delta	
	CBC Purchase	5.00	06/27/2005	163,387.92	Expedia SE	
	CBC Purchase	30.00	06/27/2005	163,357.92	Expedia SE	
	CBC Purchase	30.00	06/27/2005	163,327.92	Expedia SE	
	CBC Purchase	10.00	06/27/2005	163,317.92	Expedia SE	
	CBC Purchase	5.00	06/27/2005	163,312.92	Expedia SE	
	CBC Purchase	20.00	06/27/2005	163,292.92	Expedia SE	
	CBC Purchase	1,194.30	06/27/2005	162,098.62	NWA Air	
	CBC Purchase	2,465.84	06/28/2005	159,632.78	Expedia TR	
	CBC Purchase	644.16	06/28/2005	158,988.62	Verizon Wireless	
	CBC Purchase	100.00	07/01/2005	158,888.62	Fxtrek.com	

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SARDAUKAR HOLDING
 JP Morgan Chase Bank NA Acct No. 469-5027377-65

REF #	RECEIPTS	SOURCE OF RECEIPTS	DISB.	DATE CLEARED	RUNNING BALANCE	NAME OF PAYEE	COMMENT
1035			8,500.00	07/01/2005	150,383.67	Nashrah Jiah	
	CBC Purchase		591.33	07/01/2005	149,792.29	Wydhiah H.	
	Withdrawal		202.00	07/05/2005	149,590.29	ATM Withdrawal	
	Unds Transfer		100,000.00	07/05/2005	49,590.29	Halo Film Ventures Ltd (Derek Smith)	Astoria Federal Savings Bank 8310543659
	CBC Purchase		172.00	07/05/2005	49,418.29	Marriott	
	CBC Purchase		247.00	07/05/2005	49,171.29	Tom Hains	
	Fee		30.00	07/05/2005	48,948.29	Marriott	
	CBC Purchase		193.00	07/06/2005	48,948.29	Marriott	
	CBC Purchase		72.00	07/07/2005	48,876.29	Marriott	
	CBC Purch Return	127.12		07/08/2005	49,003.41		
		Allenware - CBC Purchase return					
					16,012,807.59		
					16,061,811.00		

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SARDAUKAR HOLDING
16960 WASHINGTON ST
RIVERSIDE CA 92504-6149

Customer Service

- Call Small Business ServiceLine at 1-800-CHASE38
- Small Business Experts - 6 a.m. to midnight ET
 - Updated Account Information
 - Transfer Funds/Pay Bills
 - Hearing impaired call 1-800-CHASETD



Access Accounts, Make Payments, Transfer Money
Chase OnlineSM for Small Business
www.chase.com/cosb

Primary Account Number: 469-5027377-65
Number of Checks Enclosed: 0

OVERVIEW

Deposit Accounts - JPMorgan Chase Bank, N.A. ("Bank")

Checking	Opening Balance	Total Credits	Total Debits	Ending Balance
BusinessCustom Checking 469-5027377-65	0.00	651,985.00	50,062.68	601,922.32
Business Money Market Account 469-5027377-66	0.00	0.00	0.00	0.00
Total	0.00	651,985.00	50,062.68	601,922.32

Chase Investment Services Corp. - Non-FDIC Insured/May Lose Value/No Bank Guarantee

The products listed on this portion of the statement represents a summary of your assets that are held in a CISC brokerage account carried by NFS that is in addition to your CISC Securities Account.

	Account Number	Market Value as of
Non-Retirement	C1T-049611	584.02
Total CISC		584.02

Securities

These summary pages are for informational purposes only. You will receive detailed statements when applicable. If you have additional accounts that you would like to have appear on your statement, please contact the Customer Service phone number listed on the first page of your statement.

Securities (including mutual funds and variable life insurance), annuities and insurance products are not bank deposits and are not insured by the FDIC or any other agency of the United States, nor are they obligations of, nor insured or guaranteed by, JPMorgan Chase Bank, N.A., CISC, CIA, CMLA or their affiliates, except where specifically disclosed. Securities (including mutual funds and variable life insurance), certain insurance products and annuities involve investment risks, including the possible loss of value.

The distributor of the JPMorgan Funds is J.P. Morgan Fund Distributors, Inc. which is not affiliated with JPMorgan Chase Bank, N.A. JPMorgan Chase Bank, N.A. and its affiliates receive compensation from the JPMorgan Funds for providing services.

JPMorgan Select Shares of the Connecticut Daily Tax Free Income Fund, Inc. and JPMorgan Select Shares of the New Jersey Daily Municipal Income Fund, Inc., are not part of, or affiliated with the JPMorgan Funds. Reich & Tang Distributors, Inc. and New England Investment Companies L.P., which are unaffiliated with JPMorgan Chase Bank, N.A., are the funds' distributor and investment advisor, respectively.

Securities transactions may be through CISC., J.P. Morgan Fund Distributors, Inc., or Reich & Tang Distributors, Inc., each a member of NASD. CISC and Reich & Tang Distributors, Inc., are members of SIPC.

THIS ENDS YOUR STATEMENT OVERVIEW

You will receive detailed statements when applicable for Retirement, Credit, and Securities accounts.



THE SMALL BUSINESS TEAM AT CHASESM

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October 26 - November 23, 2004
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Primary Account Number: 469-5027377-65

Important Information

Your average checking account balance(s) in October totaled \$6,777.77.

BusinessCustom Checking

Account # 469-5027377-65

SARDAUKAR HOLDING

Summary	Number	Amount
Opening Balance		0.00
Deposits and Credits	2	651,985.00
Withdrawals and Debits	3	50,062.68
Checks Paid	0	0.00
Ending Balance		601,922.32

Deposits and Credits

Date	Description	Amount
10/26	Brokerage Account Investment Credit Brokerage Acct CR	52,000.00
11/19	Incoming Funds Transfer B/O: Cig, Ltd. I	599,985.00
Total		651,985.00

Withdrawals and Debits

Date	Description	Amount
10/27	Funds Transfer (Domestic) A/C: Charles Schwab & CO. Inc. R	20,000.00
10/29	Funds Transfer (Domestic) A/C: Bradley C. Stark R	30,000.00
11/01	Analysis Fee For The Month Of October	62.68
Total		50,062.68

Daily Balances

Date	Balance	Date	Balance	Date	Balance	Date	Balance
10/26	52,000.00	10/29	2,000.00	11/19	601,922.32		
10/27	32,000.00	11/01	1,937.32				

Service Fee Explanation

Based on your activity and account balances during 10/01 - 10/31, you received an earnings credit that was applied to your account to offset a portion of your service fees. Those that could not be offset were applied to your account. Below is a summary of your activity in the following account(s):
469-5027377-65

Service	Volume	Price/Unit	Total	Service	Volume	Price/Unit	Total
Maintenance Fee	1	20.00	20.00	Trnsf/Wire Debit	2	25.00	50.00
Total Service Charges							70.00
Less Earnings Credit on \$ 6,099.99 of combined checking average collected balances							7.32
Total Service Fee for October							62.68

With combined BusinessCustom Checking balances of \$40,000.00 or more, you will avoid the monthly maintenance charge.

October 26 - November 23, 2004

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Primary Account Number: 469-5027377-65

Business Money Market Account

Account # 469-5027377-66

SARDAUKAR HOLDING

Summary

	Number	Amount
Opening Balance		0.00
Deposits and Credits	0	0.00
Withdrawals and Debits	0	0.00
Checks Paid	0	0.00
Ending Balance		0.00

THIS ENDS YOUR STATEMENT FINANCIAL DATA

Personal accounts are subject to the Deposit Accounts Agreement and Disclosures. Business Accounts are subject to the Terms and Conditions for Business Accounts and Services. Please note the rules regarding the time within which you must notify JPMorgan Chase Bank, N.A. (the "Bank") of any error or discrepancies. Call us at the phone number printed on the front of this statement, or write to us at: P.O. Box 5206, New Hyde Park, NY 11042. In Texas, write to us at: JPMorgan Chase Bank, N.A., P.O. Box 1231, Houston, Texas 77251-1231.

International Financial Services customers, please write to us at CIFS, P.O. Box 79779, Houston, TX 77224-9779.

Accounts held at the Bank, including checking, savings, CD, and money market accounts are FDIC insured. Call us for full details and limitations of FDIC coverage.



How to Balance Your Checkbook

Items Outstanding (checks and withdrawals not yet shown on your statement)

Number or Date	Amount
TOTAL	

- 1. Update your checkbook.**
 - A. Record in your checkbook register all automatic transactions listed in your statement that you have not previously entered, including:
 - + any interest earned
 - + automatic deposits
 - service charges
 - automatic payments
 - B. Enter in your checkbook register any other transactions listed in your statement that you did not record, including:
 - + deposits
 - checks paid
 - ATM withdrawals
 - phone transfers and payments
- 2. Adjust your statement balance.**
 - A. ENTER your checking account closing balance shown on the front of this statement.
 - B. ADD any deposits not yet shown on your statement.
 - C. TOTAL (A and B above).
 - D. SUBTRACT total items outstanding (from chart at left).
 - E. BALANCE (should equal your checkbook balance).

+	

If you have any questions about your accounts, call the customer service number on the front of your statement.

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SARDAUKAR HOLDING
16960 WASHINGTON ST
RIVERSIDE CA 92504-6149

Customer Service

- Call Small Business ServiceLine at 1-800-CHASE38
- Small Business Experts - 6 a.m. to midnight ET
 - Updated Account Information
 - Transfer Funds/Pay Bills
 - Hearing impaired call 1-800-CHASETD



Access Accounts, Make Payments, Transfer Money
Chase OnlineSM for Small Business
www.chase.com/cosb

Primary Account Number: 469-5027377-65

Number of Checks Paid: 3

OVERVIEW

Deposit Accounts - JPMorgan Chase Bank, N.A. ("Bank")

Checking	Opening Balance	Total Credits	Total Debits	Ending Balance
BusinessCustom Checking 469-5027377-65	601,922.32	1,673,901.90	886,268.24	1,389,555.98
Business Money Market Account 469-5027377-66	0.00	0.00	0.00	0.00
Total	601,922.32	1,673,901.90	886,268.24	1,389,555.98

Chase Investment Services Corp. - Non-FDIC Insured/May Lose Value/No Bank Guarantee

The products listed on this portion of the statement represents a summary of your assets that are held in a CISC brokerage account carried by NFS that is in addition to your CISC Securities Account.

	Account Number	Market Value as of
Non-Retirement	C1T-049611	584.69
Total CISC		584.69

Securities

These summary pages are for informational purposes only. You will receive detailed statements when applicable. If you have additional accounts that you would like to have appear on your statement, please contact the Customer Service phone number listed on the first page of your statement.

Securities (including mutual funds and variable life insurance), annuities and insurance products are not bank deposits and are not insured by the FDIC or any other agency of the United States, nor are they obligations of, nor insured or guaranteed by, JPMorgan Chase Bank, N.A., CISC, CIA, CMIA or their affiliates, except where specifically disclosed. Securities (including mutual funds and variable life insurance), certain insurance products and annuities involve investment risks, including the possible loss of value.

The distributor of the JPMorgan Funds is J.P. Morgan Fund Distributors, Inc. which is not affiliated with JPMorgan Chase Bank, N.A. JPMorgan Chase Bank, N.A. and its affiliates receive compensation from the JPMorgan Funds for providing services.

JPMorgan Select Shares of the Connecticut Daily Tax Free Income Fund, Inc. and JPMorgan Select Shares of the New Jersey Daily Municipal Income Fund, Inc., are not part of, or affiliated with the JPMorgan Funds. Reich & Tang Distributors, Inc. and New England Investment Companies L.P., which are unaffiliated with JPMorgan Chase Bank, N.A., are the funds' distributor and investment advisor, respectively.

Securities transactions may be through CISC, J.P. Morgan Fund Distributors, Inc., or Reich & Tang Distributors, Inc., each a member of NASD. CISC and Reich & Tang Distributors, Inc., are members of SIPC.

THIS ENDS YOUR STATEMENT OVERVIEW

You will receive detailed statements when applicable for Retirement, Credit, and Securities accounts.

THE SMALL BUSINESS TEAM AT CHASESM

November 24 - December 22, 2004
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Primary Account Number: 469-5027377-65

Important Information

Your average checking account balance(s) in November totaled \$123,464.33.

Business Custom Checking

Account # 469-5027377-65

SARDAUKAR HOLDING

Summary	Number	Amount
Opening Balance		601,922.32
Deposits and Credits	8	1,673,901.90
Withdrawals and Debits	39	815,808.08
Checks Paid	3	70,460.16
Ending Balance		1,389,555.98

Deposits and Credits

Date	Description	Amount
11/24	Incoming Funds Transfer B/O: C D B & B Investors Inc R	78,000.00
11/30	Incoming Funds Transfer B/O: C D B & B Investors Inc R	100,000.00
12/13	Incoming Funds Transfer B/O: Harriette Reibman W	100,000.00
12/14	Incoming Funds Transfer B/O: Robin Schaefer R	150,000.00
12/15	Incoming Funds Transfer B/O: C D B & B Investors Inc R	1,005,916.90
12/16	Deposit	100,000.00
12/17	Incoming Funds Transfer B/O: Clover Investment, LLC R	50,000.00
12/20	Incoming Funds Transfer B/O: Ag Financial Services Ltd. I	89,985.00
Total		1,673,901.90

Withdrawals and Debits

Date	Description	Amount
11/24	Funds Transfer (Domestic) A/C: Man Financial Cust Segregated	344,000.00
11/24	Funds Transfer (Domestic) A/C: Charles Schwab & CO., Inc. R	256,000.00
12/07	CBC Purchase On 12/06; Card # **** 9328 Ref# 5543177P603Pgmaf8; Hpshopping.Com, 888-999-4747, CA	3,952.97
12/08	CBC Purchase On 12/06; Card # **** 9328 Ref# 5549967P675Y6D8T2; Continen 0051183800791, Atlanta, GA Passenger: Stark/Bradley.C	832.90
12/08	CBC Purchase On 12/06; Card # **** 9328 Ref# 5549967P675Y6D8TI; Continen 0051183800792, Atlanta, GA Passenger: Stark/Pamela.C	832.90
12/08	CBC Purchase On 12/06; Card # **** 9328 Ref# 5549967P675Y6D8Tw; Continen 0051183800793, Atlanta, GA Passenger: Wilks/Cristian.	832.90
12/08	CBC Purchase On 12/06; Card # **** 9328 Ref# 5549967P675Y6D8S4; Continen 0051183800794, Atlanta, GA Passenger: Wilks/Shanel.Ja	832.90
12/08	CBC Purchase On 12/06; Card # **** 9328 Ref# 5549967P675Y6D8Sq; Continen 0051183800795, Atlanta, GA Passenger: Stark/John.Will	832.90
12/08	CBC Purchase On 12/06; Card # **** 9328 Ref# 5549967P675Y6D8SI; Continen 0051183800796, Atlanta, GA Passenger: Stark/Madison.E	832.90
12/08	CBC Purchase On 12/06; Card # **** 9328 Ref# 5549967P675Y6Fe6L; Americaw 4011183800915, Atlanta, GA Passenger: Wilks/Loren.A	669.90
12/08	CBC Purchase On 12/07; Card # **** 9328 Ref# 5543286P60024Mnfx; Expedia*service Fees, 800-367-3476, NV	30.00

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Primary Account Number: 469-5027377-65

BusinessCustom Checking
(continued)

Account # 469-5027377-65

SARDAUKAR HOLDING

Withdrawals and Debits

Date	Description	Amount
12/08	CBC Purchase On 12/07; Card # **** 9328 Ref# 5543286P60024Mnrr; Expedia*service Fees, 800-367-3476, NV	5.00
12/10	CBC Purchase On 12/09; Card # **** 9328 Ref# 8545078P83Dwmmz9E; E F Education Tours, 617-6191000, MA	1,240.00
12/10	CBC Purchase On 12/09; Card # **** 9328 Ref# 8545078P83Dwmmz9N; E F Education Tours, 617-6191000, MA	1,240.00
12/13	Funds Transfer (Domestic) A/C: Harriette Reibman W	20,000.00
12/13	Funds Transfer (Domestic) A/C: Pamela Stark R	10,000.00
12/13	CBC Purchase On 12/12; Card # **** 9328 Ref# 8545078Pb4Adyya7F; Alexander Jewelers Inc, Riverside, CA	16,939.00
12/13	CBC Purchase On 12/12; Card # **** 9328 Ref# 5548077Pq4Yxdenwk; Noble & Wild Luggage, Riverside, CA	5,311.95
12/13	CBC Purchase On 12/10; Card # **** 9328 Ref# 5545702Pb4Fpsvkal; Disney World Of Dis, Anaheim, CA	2,047.25
12/13	CBC Purchase On 12/11; Card # **** 9328 Ref# 2541117Pba44W3Vvw; The Sharper Image 419, Rancho Cucamo, CA	628.54
12/14	Funds Transfer (Domestic) A/C: Bradley C. Stark R	35,000.00
12/14	CBC Purchase On 12/13; Card # **** 9328 Ref# 5541734Pdhj1Qxg2R; BEN Bridge Jeweler #48, Riverside, CA	14,384.63
12/14	CBC Purchase On 12/13; Card # **** 9328 Ref# 8545078Pq4Adzwsns; Alexander Jewelers Inc, Riverside, CA	1,038.71
12/16	CBC Purchase On 12/15; Card # **** 9328 Ref# 2553606Pf3Bpymw4; Keepsake Photograp, Riverside, CA	5,209.71
12/16	CBC Purchase On 12/15; Card # **** 9328 Ref# 8545078Pe4A90Kt71; Mission Grove Dentistr, Riverside, CA	3,519.00
12/17	Funds Transfer (Domestic) A/C: Charles Schwab & CO. Inc. R	50,000.00
12/17	Funds Transfer (Domestic) A/C: Pamela Stark R	15,000.00
12/17	CBC Purchase On 12/16; Card # **** 9328 Ref# 5541734Pghj29H38P; BEN Bridge Jeweler #48, Riverside, CA	6,195.63
12/17	CBC Purchase On 12/15; Card # **** 9328 Ref# 8542791Pff9A4Kgj5; Doubletree Hotels F&b, Ontario, CA	35.00
12/20	Triad Pymt 8008799756 122004 400001532806700	8,874.38
12/20	American Express Elec Remit 122004 041216051838715	8,700.18
12/20	CBC Purchase On 12/18; Card # **** 9328 Ref# 8541995Pjblh01H34; Amish Market, New York, NY	94.83
12/20	CBC Purchase On 12/18; Card # **** 9328 Ref# 5554186Pj03Tm3Lhy; Mta Vending MacHine Sa, 212-Metrocard, NY	21.00
12/20	CBC Purchase On 12/18; Card # **** 9328 Ref# 5554186Pj03Tm3Lj6; Mta Vending MacHine Sa, 212-Metrocard, NY	21.00
12/20	CBC Purchase On 12/18; Card # **** 9328 Ref# 5554751Pj3E76781P; Smarte Carte Jfkap Q39, Jamaica, NY	3.00
12/20	CBC Purchase On 12/18; Card # **** 9328 Ref# 5554751Pj3E76781Y; Smarte Carte Jfkap Q39, Jamaica, NY	3.00
12/20	CBC Purchase On 12/18; Card # **** 9328 Ref# 5554751Pj3E76782G; Smarte Carte Jfkap Q39, Jamaica, NY	3.00
12/20	CBC Purchase On 12/18; Card # **** 9328 Ref# 5554751Pj3E767830; Smarte Carte Jfkap Q39, Jamaica, NY	3.00
12/21	CBC Purchase On 12/20; Card # **** 9328 Ref# 5549967Pk8Axajlq2; Farrells Leasing CO IN, New York, NY	640.00
Total		815,808.08

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Primary Account Number: 469-5027377-65

Business Custom Checking
(continued)

Account # 469-5027377-65

SARDAUKAR HOLDING

Checks Paid

Check	Date Paid	Amount	Check	Date Paid	Amount	Check	Date Paid	Amount
90	12/20	5,000.00	91	12/13	60,460.16	92	12/20	5,000.00
						Total (3 checks)		70,460.16

* indicates gap in check sequence

Daily Balances

Date	Balance	Date	Balance	Date	Balance	Date	Balance
11/24	79,922.32	12/08	170,267.05	12/14	251,976.81	12/17	1,327,934.37
11/30	179,922.32	12/10	167,787.05	12/15	1,257,893.71	12/20	1,390,195.98
12/07	175,969.35	12/13	152,400.15	12/16	1,349,165.00	12/21	1,389,555.98

Service Fee Explanation

Based on your activity and account balances during 11/01 - 11/30, you received an earnings credit that was applied to your account to offset all of your service fees. Below is a summary of your activity in the following account(s):
469-5027377-65

Service	Volume	Price/Unit	Total	Service	Volume	Price/Unit	Total
Incming Fnd Trnsf	3	15.00	45.00	Trnsf/Wire Debit	2	25.00	50.00

Total Service Charges Offset By Earnings Credit 95.00

Business Money Market Account

Account # 469-5027377-65

SARDAUKAR HOLDING

Summary	Number	Amount
Opening Balance		0.00
Deposits and Credits	0	0.00
Withdrawals and Debits	0	0.00
Checks Paid	0	0.00
Ending Balance		0.00

THIS ENDS YOUR STATEMENT FINANCIAL DATA

Personal accounts are subject to the Deposit Accounts Agreement and Disclosures. Business Accounts are subject to the Terms and Conditions for Business Accounts and Services. Please note the rules regarding the time within which you must notify JPMorgan Chase Bank, N.A. (the "Bank") of any error or discrepancies. Call us at the phone number printed on the front of this statement, or write to us at: P.O. Box 5206, New Hyde Park, NY 11042. In Texas, write to us at: JPMorgan Chase Bank, N.A., P.O. Box 1231, Houston, Texas 77251-1231.

International Financial Services customers, please write to us at CIFS, P.O. Box 79779, Houston, TX 77224-9779.

Accounts held at the Bank, including checking, savings, CD, and money market accounts are FDIC insured. Call us for full details and limitations of FDIC coverage.



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Primary Account Number: 469-5027377-65

How to Balance Your Checkbook

Items Outstanding (checks and withdrawals not yet shown on your statement)

Number or Date	Amount
TOTAL	

1. Update your checkbook.

A. Record in your checkbook register all automatic transactions listed in your statement that you have not previously entered, including:

- + any interest earned
- + automatic deposits
- service charges
- automatic payments

B. Enter in your checkbook register any other transactions listed in your statement that you did not record, including:

- + deposits
- checks paid
- ATM withdrawals
- phone transfers and payments

2. Adjust your statement balance.

A. ENTER your checking account closing balance shown on the front of this statement.

--

B. ADD any deposits not yet shown on your statement.

+	
---	--

C. TOTAL (A and B above).

--

D. SUBTRACT total items outstanding (from chart at left).

-	
---	--

E. BALANCE (should equal your checkbook balance).

--

If you have any questions about your accounts, call the customer service number on the front of your statement.

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Primary Account Number: 469-5027377-65

SARDALMAR HOLDINGS, INC
 14 WALL STREET
 28th FLOOR
 NEW YORK, NY 10005

DATE 12/20/04 \$ 5,000.00

PAY TO THE ORDER OF Joseph Hines

for the balance due

CHASE

FOR Deposit for Lot 71

⑆00009⑆ ⑆0210000214469502737765⑆ ⑆0000500000⑆

CHECK NO. 0090 \$5,000.00 PAID 12/20

SARDALMAR HOLDINGS, INC
 14 WALL STREET
 28th FLOOR
 NEW YORK, NY 10005

DATE 12/13/04 \$ 60,460.16

PAY TO THE ORDER OF Citrus Motors

Sixty thousand four hundred sixty dollars and 16/100

CHASE

FOR Vehicle Purchase

⑆00009⑆ ⑆0210000214469502737765⑆ ⑆000046016⑆

CHECK NO. 0091 \$60,460.16 PAID 12/13

SARDALMAR HOLDINGS, INC
 14 WALL STREET
 28th FLOOR
 NEW YORK, NY 10005

DATE 12/20/04 \$ 5,000.00

PAY TO THE ORDER OF Joseph Hines

for the balance due

CHASE

FOR Deposit for Lot 75

⑆00009⑆ ⑆0210000214469502737765⑆ ⑆0000500000⑆

CHECK NO. 0092 \$5,000.00 PAID 12/20

December 23 - January 25, 2005
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SARDAUKAR HOLDING
16960 WASHINGTON ST
RIVERSIDE CA 92504-6149

Customer Service

- Call Small Business ServiceLine at 1-800-CHASE38
- Small Business Experts - 6 a.m. to midnight ET
- Updated Account Information
- Transfer Funds/Pay Bills
- Hearing impaired call 1-800-CHASETD



Access Accounts, Make Payments, Transfer Money
Chase OnlineSM for Small Business
www.chase.com/cosb

Primary Account Number: 469-5027377-65

Number of Checks Paid: 4

OVERVIEW

Deposit Accounts - JPMorgan Chase Bank, N.A. ("Bank")

Checking	Opening Balance	Total Credits	Total Debits	Ending Balance
BusinessCustom Checking 469-5027377-65	1,389,555.98	419,985.00	456,734.38	1,352,806.60
Business Money Market Account 469-5027377-66	0.00	0.00	0.00	0.00
Total	1,389,555.98	419,985.00	456,734.38	1,352,806.60

Chase Investment Services Corp. - Non-FDIC Insured/May Lose Value/No Bank Guarantee

The products listed on this portion of the statement represents a summary of your assets that are held in a CISC brokerage account carried by NFS that is in addition to your CISC Securities Account.

	Account Number	Market Value as of
Non-Retirement	C1T-049611	585.50
Total CISC		585.50

Securities

These summary pages are for informational purposes only. You will receive detailed statements when applicable. If you have additional accounts that you would like to have appear on your statement, please contact the Customer Service phone number listed on the first page of your statement.

Securities (including mutual funds and variable life insurance), annuities and insurance products are not bank deposits and are not insured by the FDIC or any other agency of the United States, nor are they obligations of, nor insured or guaranteed by, JPMorgan Chase Bank, N.A., CISC, CIA, CMIA or their affiliates, except where specifically disclosed. Securities (including mutual funds and variable life insurance), certain insurance products and annuities involve investment risks, including the possible loss of value.

The distributor of the JPMorgan Funds is J.P. Morgan Fund Distributors, Inc. which is not affiliated with JPMorgan Chase Bank, N.A. JPMorgan Chase Bank, N.A. and its affiliates receive compensation from the JPMorgan Funds for providing services.

JPMorgan Select Shares of the Connecticut Daily Tax Free Income Fund, Inc. and JPMorgan Select Shares of the New Jersey Daily Municipal Income Fund, Inc., are not part of, or affiliated with the JPMorgan Funds. Reich & Tang Distributors, Inc. and New England Investment Companies L.P., which are unaffiliated with JPMorgan Chase Bank, N.A., are the funds' distributor and investment advisor, respectively.

Securities transactions may be through CISC, J.P. Morgan Fund Distributors, Inc., or Reich & Tang Distributors, Inc., each a member of NASD. CISC and Reich & Tang Distributors, Inc, are members of SIPC.

THIS ENDS YOUR STATEMENT OVERVIEW

You will receive detailed statements when applicable for Retirement, Credit, and Securities accounts.

THE SMALL BUSINESS TEAM AT CHASESM

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Primary Account Number: 469-5027377-65

Important Information

Your average checking account balance(s) in December totaled \$825,554.16.

BusinessCustom Checking

Account # 469-5027377-65

SARDAUKAR HOLDING

Summary	Number	Amount
Opening Balance		1,389,555.98
Deposits and Credits	5	419,985.00
Withdrawals and Debits	107	451,584.76
Checks Paid	4	5,149.62
Ending Balance		1,352,806.60

Deposits and Credits

Date	Description	Amount
12/24	Incoming Funds Transfer B/O: Tony Plotkin O	10,000.00
01/12	Incoming Funds Transfer B/O: Chrystler Inc R	15,000.00
01/18	Incoming Funds Transfer B/O: Cig. Ltd. I	299,985.00
01/21	Incoming Funds Transfer B/O: Tony Plotkin O	45,000.00
01/24	Incoming Funds Transfer B/O: Investment World Inc. S	50,000.00
Total		419,985.00

Withdrawals and Debits

Date	Description	Amount
12/23	CBC Purchase On 12/22; Card # **** 9328 Ref# 5549967Pm8Axajlbr; Farrells Leasing CO IN, New York, NY	408.00
12/24	CBC Purchase On 12/22; Card # **** 9328 Ref# 5554751Pn3Exwxlaz; Zales Jewelers #1790, New York, NY	395.91
12/24	CBC Purchase On 12/22; Card # **** 9328 Ref# 5550080Pn09A1K87M; Gill Retail Services,I, New York, NY	386.08
12/24	CBC Purchase On 12/22; Card # **** 9328 Ref# 5543178Pn03Rjk4Te; Lord & Taylor #1, New York, NY	119.05
12/27	CBC Purchase On 12/24; Card # **** 9328 Ref# 0544400Pt0P1Msdjp; Faconnable #0525, New York City, NY	1,105.91
12/27	CBC Purchase On 12/23; Card # **** 9328 Ref# 0541019Ppee77Zrlj; Posman Books 81400012, New York, NY	214.88
12/27	CBC Purchase On 12/24; Card # **** 9328 Ref# 5554186Pt231T5Tsk; Radio City Tour/Store, New York, NY	60.00
12/27	CBC Purchase On 12/24; Card # **** 9328 Ref# 0544400Pt0Pvydnj3; Duane Reade #122, New York, NY	54.79
12/28	CBC Purchase On 12/26; Card # **** 9328 Ref# 5554186Pv231Wpxyg; The Ritz Carlton-Batte, New York, NY Folio# 0000000000; Dates 0-1119Y8;	12,632.46
12/28	CBC Purchase On 12/26; Card # **** 9328 Ref# 5554186Pv231Wpx6J; The Ritz Carlton-Batte, New York, NY Folio# 0000000000; Dates 0-1119Y8;	7,430.76
12/28	CBC Purchase On 12/26; Card # **** 9328 Ref# 5554186Pv231Wpxyr; The Ritz Carlton-Batte, New York, NY Folio# 0000000000; Dates 0-1119Y8;	2,238.14
12/28	CBC Purchase On 12/26; Card # **** 9328 Ref# 5554186Pv231Wpx6S; The Ritz Carlton-Batte, New York, NY Folio# 0000000000; Dates 0-1119Y8;	695.38
12/28	CBC Purchase On 12/26; Card # **** 9328 Ref# 5549967Ps8Axajlf6; Farrells Leasing CO IN, New York, NY	475.00

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Primary Account Number: 469-5027377-65

Business Custom Checking
(continued)

Account # 469-5027377-65

SARDAUKAR HOLDING

Withdrawals and Debits

Date	Description	Amount
12/28	CBC Purchase On 12/23; Card # **** 9328 Ref# 5549967Ps8Axajlaa; Farrells Leasing CO IN, New York, NY	408.00
12/28	CBC Purchase On 12/22; Card # **** 9328 Ref# 5549967Ps8Axaji7Z; Farrells Leasing CO IN, New York, NY	204.00
12/28	CBC Purchase On 12/23; Card # **** 9328 Ref# 5549967Ps8Axaji8R; Farrells Leasing CO IN, New York, NY	204.00
12/28	CBC Purchase On 12/24; Card # **** 9328 Ref# 5549967Ps8Axajlbi; Farrells Leasing CO IN, New York, NY	204.00
12/28	CBC Purchase On 12/24; Card # **** 9328 Ref# 5549967Ps8Axajlbd; Farrells Leasing CO IN, New York, NY	204.00
12/28	CBC Purchase On 12/26; Card # **** 9328 Ref# 5554186Pv231Wpx60; The Ritz Carlton-Batte, New York, NY Folio# 0000000000; Dates 0-1119Y8;	98.98
12/28	CBC Purchase On 12/23; Card # **** 9328 Ref# 5543845Psa5L2Pzta; Metropolitan Museum AR, New York, NY	88.36
12/29	Funds Transfer (Domestic) BEN: International Consultants And	29,680.84
12/29	Funds Transfer (Domestic) A/C: Welby Law Offices, P.C. Ioltan	11,872.35
12/29	CBC Purchase On 12/27; Card # **** 9328 Ref# 0544472Pv0T1H8236; Circuit City Ss #0426, Riverside, CA	2,854.31
12/29	CBC Purchase On 12/27; Card # **** 9328 Ref# 0544472Pv0T1H820K; Circuit City Ss #0249, Moreno Valley, CA	1,324.24
12/29	CBC Purchase On 12/27; Card # **** 9328 Ref# 0544472Pv0T1H828J; Www.Circuitcity.Com, Tel8008432489, OK	286.11
12/29	CBC Purchase On 12/27; Card # **** 9328 Ref# 0544472Pv0T1H81Yv; Circuit City Ss #0249, Moreno Valley, CA	200.96
12/29	CBC Purchase On 12/28; Card # **** 9328 Ref# 5554186Pw231Wpv4J; The Ritz Carlton - F/B, New York, NY Folio# 0000000000; Dates 0-1119Y8;	142.00
12/31	CBC Purchase On 12/30; Card # **** 9328 Ref# 5543286Px00Tp4Mhd; Skymall*skymall.Com, 800-759-6255, AZ	1,082.78
01/03	Funds Transfer (Domestic) BEN: Loren A. Wilks	1,200.00
01/03	CBC Purchase On 01/01; Card # **** 9328 Ref# 0544400020Wn8Xyyp; Hms Host Atl-Airpt #81, Atlanta, GA	55.00
01/03	CBC Purchase On 01/02; Card # **** 9328 Ref# 054101902449Zflw4; Walgreen 00059451, Kissimmee, FL	39.13
01/03	CBC Purchase On 01/02; Card # **** 9328 Ref# 054101902449Zg8Sg; Walgreen 00059451, Kissimmee, FL	28.63
01/03	CBC Purchase On 01/01; Card # **** 9328 Ref# 0544400020Wn8Xyn4; Hms Host #621, Atlanta, GA	14.71
01/03	CBC Purchase On 01/01; Card # **** 9328 Ref# 0544400020Wn8Xyge; Hms Host #619, Atlanta, GA	9.62
01/04	CBC Purchase On 01/02; Card # **** 9328 Ref# 0544400030Xgl2Qyh; Publix #684 Sa1, Clermont, FL	255.10
01/04	CBC Purchase On 01/02; Card # **** 9328 Ref# 55460290381F7Mgml; Sizzler #1060, Kissimmee, FL	68.36
01/05	CBC Purchase On 01/03; Card # **** 9328 Ref# 754340404Deptt562; Universal Studios, 4073638160, FL	660.03
01/05	CBC Purchase On 01/04; Card # **** 9328 Ref# 554173405Gw6V4606; Delta 0062174981984, Augusta, GA Passenger: Wilks/Cristian	336.90
01/05	CBC Purchase On 01/03; Card # **** 9328 Ref# 754340404Deptt7Ae; Universal Studios, 4073638160, FL	335.34
01/05	CBC Purchase On 01/03; Card # **** 9328 Ref# 054101904Gh9Fs5Hf; Hrc-Orlando 10011591, Orlando, FL	200.00

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Primary Account Number: 469-5027377-65

BusinessCustom Checking
(continued)

Account # 469-5027377-65

SARDAUKAR HOLDING

Withdrawals and Debits

Date	Description	Amount
01/05	CBC Purchase On 01/03; Card # **** 9328 Ref# 0541019044Ke0A441; Quiet Flight S00200022, Orlando, FL	131.00
01/05	CBC Purchase On 01/03; Card # **** 9328 Ref# 0541019044Ke0A42G; Quiet Flight S00200022, Orlando, FL	113.89
01/05	CBC Purchase On 01/03; Card # **** 9328 Ref# 054101904Rtt2Y65Y; Citywalk Hub M00204396, Orlando, FL	42.39
01/06	CBC Purchase On 01/04; Card # **** 9328 Ref# 851406105S67Jm7Vb; Denny S-Attraction Tic, Kissimmee, FL	1,881.00
01/06	CBC Purchase On 01/05; Card # **** 9328 Ref# 5543286050065Vsyr; Skymall*skymall.Com, 800-759-6255, AZ	532.80
01/06	CBC Purchase On 01/05; Card # **** 9328 Ref# 5543286050065Vvq4; Skymall*skymall.Com, 800-759-6255, AZ	173.60
01/06	CBC Purchase On 01/04; Card # **** 9328 Ref# 854204305S66D8Yhn; Sumbay Gifts, Clermont, FL	113.93
01/06	CBC Purchase On 01/04; Card # **** 9328 Ref# 5554751053Lpn47Hg; Cracker Barrel #529, Kissimmee, FL	67.77
01/06	CBC Purchase On 01/04; Card # **** 9328 Ref# 0544400050Yz2Nft9; Publix #684 Sa1, Clermont, FL	57.22
01/06	CBC Purchase On 01/04; Card # **** 9328 Ref# 5545702050Mdkmja2; Chester Hester S, Lake Buena Vi, FL	23.43
01/06	CBC Purchase On 01/04; Card # **** 9328 Ref# 5554751053Lpn47J0; Cracker Barrel #529, Kissimmee, FL	4.27
01/07	Funds Transfer (Domestic) BEN: International Consultants And	26,165.47
01/07	Funds Transfer (Domestic) A/C: Welby Lay Offices, P.C. Ioltan	15,699.28
01/07	Funds Transfer (Domestic) A/C: Charles Schwab & CO., Inc. R	8,237.00
01/07	CBC Purchase On 01/05; Card # **** 9328 Ref# 0544400060Zmaj6Rr; Publix #684 Sa1, Clermont, FL	98.52
01/10	Funds Transfer (Domestic) A/C: Harriette Reibman W	20,000.00
01/10	CBC Purchase On 01/07; Card # **** 9328 Ref# 5545885083Pj3Q6Pb; Frcc - Web, Westminster, CO	5,305.10
01/10	CBC Purchase On 01/08; Card # **** 9328 Ref# 054101909Rs2Yljn9; Safari 01302041, Orlando, FL	3,318.70
01/10	CBC Purchase On 01/07; Card # **** 9328 Ref# 5545702080Mdnh7Y7; Pringle Of Scotland, Lake Buena Vi, FL	790.95
01/10	CBC Purchase On 01/07; Card # **** 9328 Ref# 5545702080Mdnh7MN; LA Bottega Italiano, Lake Buena Vi, FL	461.95
01/10	CBC Purchase On 01/06; Card # **** 9328 Ref# 0541019074Ke0AR5F; Quiet Flight S00200022, Orlando, FL	407.35
01/10	CBC Purchase On 01/07; Card # **** 9328 Ref# 5545702080L80Bhqf; China Pavilion Epcot, Lake Buena Vi, FL	204.48
01/10	CBC Purchase On 01/07; Card # **** 9328 Ref# 5545702080Mdnh73E; Mouse Gear, Lake Buena Vi, FL	195.43
01/10	CBC Purchase On 01/07; Card # **** 9328 Ref# 554213509Wpbkjj0; Marrakesh Moroccan Res, Lake Buena Vi, FL	186.38
01/10	CBC Purchase On 01/07; Card # **** 9328 Ref# 554213509Wpbkjkja; Marrakesh Moroccan Res, Lake Buena Vi, FL	183.18
01/10	CBC Purchase On 01/06; Card # **** 9328 Ref# 054101907Gh9Fs5MH; Hrc-Orlando 10011591, Orlando, FL	178.00
01/10	CBC Purchase On 01/07; Card # **** 9328 Ref# 554570209F64S0Xkq; San Angel Inn(Epcot), Lake Buena Vi, FL	121.00
01/10	CBC Purchase On 01/06; Card # **** 9328 Ref# 054101907RrI4Spw7; Confiscos 00901231, Orlando, FL	116.00
01/10	CBC Purchase On 01/08; Card # **** 9328 Ref# 854279109F9A5Ztdy; Bennigans 1099, Lake Buena Vi, FL	100.00

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Primary Account Number: 469-5027377-65

Business Custom Checking
(continued)

Account # 469-5027377-65

SARDAUKAR HOLDING

Withdrawals and Debits

Date	Description	Amount
01/10	CBC Purchase On 01/09; Card # **** 9328 Ref# 5545370095Ssaw29S; Giftland Store #11, Orlando, FL	68.09
01/10	CBC Purchase On 01/08; Card # **** 9328 Ref# 5543425096075Gm5Q; Giordano's Of Lake Bue, Lake Buena Vi, FL	67.00
01/10	CBC Purchase On 01/08; Card # **** 9328 Ref# 554173409Gw815Gda; Delta 0062920041120, Orlando, FL Passenger: Wilks/Shanel	50.00
01/10	CBC Purchase On 01/06; Card # **** 9328 Ref# 054101907Rtzb0Gk5; Picture This 01004019, Orlando, FL	48.97
01/10	CBC Purchase On 01/06; Card # **** 9328 Ref# 55541860703S74Hy2; 7-Eleven 32979, Kissimmee, FL	44.70
01/10	CBC Purchase On 01/07; Card # **** 9328 Ref# 5545702080Mdnh7Y7; Pringle Of Scotland, Lake Buena Vi, FL	31.95
01/11	American Express Elec Remit 011105 050110050852106	16,414.28
01/12	CBC Purchase On 01/09; Card # **** 9328 Ref# 55457020A0L8Edjy3; Arribas Brothers CO IN, Lk Buena Vist, FL	847.43
01/12	CBC Purchase On 01/09; Card # **** 9328 Ref# 55457020A0Mdreagy; Agrabah Bazaar, Lake Buena Vi, FL	170.40
01/12	CBC Purchase On 01/09; Card # **** 9328 Ref# 55541860B231Zleqq; Planet Hollywood, Lk Buena Vist, FL	141.00
01/12	CBC Purchase On 01/09; Card # **** 9328 Ref# 55457020A0Mdreagy; Agrabah Bazaar, Lake Buena Vi, FL	117.15
01/12	CBC Purchase On 01/09; Card # **** 9328 Ref# 55457020A0Mdreb5A; Plaza Del Sol Carib, Lake Buena Vi, FL	77.59
01/12	CBC Purchase On 01/09; Card # **** 9328 Ref# 05444000A12Fk0Dly; Publix #351 Sa1, Kissimmee, FL	32.41
01/13	CBC Purchase On 01/12; Card # **** 9328 Ref# 55541860Q03Tsneet; Apple Computer, 800-676-2775, TX	6,936.12
01/13	CBC Purchase On 01/12; Card # **** 9328 Ref# 55541860Q03Tsm65E; Apple Computer, 800-676-2775, TX	26.49
01/14	CBC Purchase On 01/11; Card # **** 9328 Ref# 55460290D81Engtmd; Sizzler #1048, Orlando, FL	24.43
01/18	CBC Purchase On 01/15; Card # **** 9328 Ref# 55541860F03Tmxwqt; Apple Computer, 800-676-2775, TX	10,450.68
01/18	CBC Purchase On 01/13; Card # **** 9328 Ref# 85486750E2Xze3R48; Hoypoloi Inc, Orlando, FL	5,261.90
01/18	CBC Purchase On 01/13; Card # **** 9328 Ref# 55457020E0Mdw81Ha; The Art Of Disney, Lake Buena Vi, FL	4,673.95
01/18	CBC Purchase On 01/17; Card # **** 9328 Ref# 55541860H03Vqqfhh; Sbc CA Phone Payment, 800-211-6605, CA	500.12
01/18	CBC Purchase On 01/15; Card # **** 9328 Ref# 55547510G3Qza6Nyy; Ccon Newsstand S13, Salt Lake Cit, UT	41.31
01/19	CBC Purchase On 01/17; Card # **** 9328 Ref# 55457020J4Fe21Sjd; Disney Off The Page, Anaheim, CA	11,933.31
01/19	CBC Purchase On 01/18; Card # **** 9328 Ref# 55432860J003Atjee; Nobleco*collectables, 800-866-2538, VA	383.95
01/19	CBC Purchase On 01/18; Card # **** 9328 Ref# 55432860J002Sr574; Afs*mac Mall, 800-222-2808, CA	332.40
01/19	CBC Purchase On 01/18; Card # **** 9328 Ref# 55432860J002Sr55A; Afs*mac Mall, 800-222-2808, CA	267.80
01/20	Cashier Check Debit Waive Fee	87,280.00
01/20	CBC Purchase On 01/17; Card # **** 9328 Ref# 05306510L01R171Wb; Island Charters, Anaheim, CA	4,557.29

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Primary Account Number: 469-5027377-65

Business Custom Checking
(continued)

Account # 469-5027377-65

SARDAUKAR HOLDING

Withdrawals and Debits

Date	Description	Amount
01/20	CBC Purchase On 01/18; Card # **** 9328 Ref# 55547500K7Blgrwqx; Orange Self Storage, L, Riverside, CA	766.79
01/21	Funds Transfer (Domestic) A/C: Cdb & B Investors, Inc. R	49,000.00
01/21	Funds Transfer (Domestic) A/C: Bradley C. Stark R	25,000.00
01/21	Funds Transfer (Domestic) A/C: Pamela C. Stark R	15,000.00
01/24	CBC Purchase On 01/20; Card # **** 9328 Ref# 85454910L0B675Lb9; Austin Furniture Galle, Riverside, CA	23,605.24
01/24	CBC Purchase On 01/22; Card # **** 9328 Ref# 55421350Pb22Hwvm1; Mission Grove Park Apa, Riverside, CA	14,666.70
01/24	CBC Purchase On 01/23; Card # **** 9328 Ref# 85450780P3Dwmm921; Lamps Plus #020, Riverside, CA	2,822.89
01/24	CBC Purchase On 01/23; Card # **** 9328 Ref# 85450780P3Dwmm929; Lamps Plus #020, Riverside, CA	1,939.49
01/24	CBC Purchase On 01/20; Card # **** 9328 Ref# 55421350MB21Z4Y0Y; Mission Grove Park Apa, Riverside, CA	265.20
01/25	CBC Purchase On 01/23; Card # **** 9328 Ref# 85454910P0B6A1Dp2; Austin Furniture Galle, Riverside, CA	3,357.82
01/25	CBC Purchase On 01/24; Card # **** 9328 Ref# 05410190T2Lr85Dhf; Target 00002915, Riverside, CA	1,195.71
Total		451,584.76

Checks Paid

Check	Date Paid	Amount	Check	Date Paid	Amount	Check	Date Paid	Amount
	01/25	128.46		01/25	10.00			
	01/25	11.16	93*	01/11	5,000.00			

* indicates gap in check sequence

Total (4 checks) 5,149.62

Daily Balances

Date	Balance	Date	Balance	Date	Balance	Date	Balance
12/23	1,389,147.98	01/03	1,323,137.60	01/11	1,214,646.79	01/20	1,394,809.27
12/24	1,398,246.94	01/04	1,322,814.14	01/12	1,228,260.81	01/21	1,350,809.27
12/27	1,396,811.36	01/05	1,320,994.59	01/13	1,221,298.20	01/24	1,357,509.75
12/28	1,371,928.28	01/06	1,318,140.57	01/14	1,221,273.77	01/25	1,352,806.60
12/29	1,325,567.47	01/07	1,267,940.30	01/18	1,500,330.81		
12/31	1,324,484.69	01/10	1,236,061.07	01/19	1,487,413.35		

Service Fee Explanation

Based on your activity and account balances during 12/01 - 12/31, you received an earnings credit that was applied to your account to offset all of your service fees. Below is a summary of your activity in the following account(s):
469-5027377-65

Service	Volume	Price/Unit	Total	Service	Volume	Price/Unit	Total
Incming Fnd Trnsf	6	15.00	90.00	Check Paid	3	0.20	0.60
Check Deposited	1	0.20	0.20	Trnsf/Wire Debit	7	25.00	175.00
Per Deposit Fee	1	0.20	0.20	Debit Card Purch	56	0.20	11.20

Total Service Charges Offset By Earnings Credit

277.20

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December 23 - January 25, 2005
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469-00469-B016-00469- -023-5-01-1 B -2 00-

Primary Account Number: 469-5027377-65

Business Money Market Account Account # 469-5027377-66

SARDALKAR HOLDING

Summary	Number	Amount
Opening Balance		0.00
Deposits and Credits	0	0.00
Withdrawals and Debits	0	0.00
Checks Paid	0	0.00
Ending Balance		0.00

THIS ENDS YOUR STATEMENT FINANCIAL DATA

Personal accounts are subject to the Deposit Accounts Agreement and Disclosures. Business Accounts are subject to the Terms and Conditions for Business Accounts and Services. Please note the rules regarding the time within which you must notify JPMorgan Chase Bank, N.A. (the "Bank") of any error or discrepancies. Call us at the phone number printed on the front of this statement, or write to us at: P.O. Box 5206, New Hyde Park, NY 11042. In Texas, write to us at: JPMorgan Chase Bank, N.A., P.O. Box 1231, Houston, Texas 77251-1231.

International Financial Services customers, please write to us at CIFS, P.O. Box 79779, Houston, TX 77224-9779.

Accounts held at the Bank, including checking, savings, CD, and money market accounts are FDIC insured. Call us for full details and limitations of FDIC coverage.



How to Balance Your Checkbook

Items Outstanding (checks and withdrawals not yet shown on your statement)

Number or Date	Amount
TOTAL	

1. Update your checkbook.
 - A. Record in your checkbook register all automatic transactions listed in your statement that you have not previously entered, including:
 - + any interest earned
 - + automatic deposits
 - service charges
 - automatic payments
 - B. Enter in your checkbook register any other transactions listed in your statement that you did not record, including:
 - + deposits
 - checks paid
 - ATM withdrawals
 - phone transfers and payments

2. Adjust your statement balance.
 - A. ENTER your checking account closing balance shown on the front of this statement.
 - B. ADD any deposits not yet shown on your statement.
 - C. TOTAL (A and B above).
 - D. SUBTRACT total items outstanding (from chart at left).
 - E. BALANCE (should equal your checkbook balance).

+	
-	

If you have any questions about your accounts, call the customer service number on the front of your statement.

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December 23 - January 25, 2005
Page 8 of 9

469-00469-B016-00469- -023-5-01-1 B -2 00-

Primary Account Number: 469-5027377-65

Chase OnlineSM for Small Business with Access ManagerSM

Provide account access to others, such as an accountant or bookkeeper, so you can delegate the work—but not the control—of managing your finances.

- Set up multiple users with unique IDs and passwords
- Control the accounts they see
- Determine the transactions users make and set dollar limits
- Monitor online account activity with reporting capabilities

Start using Access Manager today!
Go to www.chase.com/accessmanager

December 23 - January 25, 2005
 Page 9 of 9

469-00469-B016-00469- -023-5-01

Primary Account Number: 469-5027377-65

00000933
 01/11/2005
 0500000000

THIS IS A LEGAL COPY OF
 THE ORIGINAL CHECK. YOU MAY
 WRITE TO THE BANK FOR
 MORE INFORMATION.
 01/11/2005

BRADLEY C STARK
 10000 WASHINGTON ST
 RIVERSIDE, CA 92504-8149

CHECK # 101
 ABA #: 081000021
 000002 / 000001

DATE 01/11/2005

FOR DEPOSIT ONLY
 CAPITAL ONE

AMOUNT PAID \$ 5,000.00

AMOUNT PAID IN FULL \$ 5,000.00

BRADLEY C STARK

⑆000093⑆ ⑆01000021⑆ ⑆0500000000⑆ ⑆0000500000⑆

CHECK NO. 0093 \$5,000.00 PAID 01/11

00000000
 01/25/2005
 0000000000

PAMELA C STARK
 10000 WASHINGTON ST
 RIVERSIDE, CA 92504-8149

CHECK # 100
 ABA #: 081000021
 000002 / 000130

DATE 01/25/2005

FOR DEPOSIT ONLY
 CAPITAL ONE

AMOUNT PAID \$ 11.16

AMOUNT PAID IN FULL \$ 11.16

PAMELA C STARK

⑆01000021⑆ ⑆0500000000⑆ ⑆0000000000⑆ ⑆0000000000⑆

CHECK NO. 0000 \$11.16 PAID 01/25

00000000
 01/25/2005
 0000000000

BRADLEY C STARK
 10000 WASHINGTON ST
 RIVERSIDE, CA 92504-8149

CHECK # 101
 ABA #: 081000021
 000002 / 000001

DATE 01/25/2005

FOR DEPOSIT ONLY
 CAPITAL ONE

AMOUNT PAID \$ 128.46

AMOUNT PAID IN FULL \$ 128.46

BRADLEY C STARK

⑆01000021⑆ ⑆0500000000⑆ ⑆0000000000⑆ ⑆0000012846⑆

CHECK NO. 0000 \$128.46 PAID 01/25

00000000
 01/25/2005
 0000000000

PAMELA STARK
 10000 WASHINGTON ST
 RIVERSIDE, CA 92504-8149

CHECK # 100
 ABA #: 081000021
 000002 / 000131

DATE 01/25/2005

FOR DEPOSIT ONLY
 CAPITAL ONE

AMOUNT PAID \$ 10.00

AMOUNT PAID IN FULL \$ 10.00

PAMELA C STARK

⑆01000021⑆ ⑆0500000000⑆ ⑆0000000000⑆ ⑆0000001000⑆

CHECK NO. 0000 \$10.00 PAID 01/25

LAW° 553-CA 1/05

Ptg. 11/04

**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE INTEREST FINANCE CHARGE**

Dealer Number _____ Contract Number _____ R.O.S. Number _____ Stock Number 2182

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) ADMINISTRATIVE SPECIALISTS 12222 WILSHIRE BLVD LOS ANGELES CA 90025 LOS ANGELES	Creditor - Seller (Name and Address) FERRARI OF BEVERLY HILLS 9372 WILSHIRE BLVD BEVERLY HILLS CA 90212
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2005	MASERATI QUATRAPORTE	36	ZAMCE39A250016814	<input type="checkbox"/> Personal, family or household <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
0.00%	\$ 0.00	\$ 141675.71	\$ 141675.70	\$ 141675.00

(e) means an estimate

STATEMENT OF INSURANCE
NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

Term	Premium
\$ N/A Med. Comp., Fire & Theft Mos	\$ N/A
\$ N/A Med. Collision Mos	\$ N/A
Bodily Injury \$ N/A Limits Mos	\$ N/A
Property Damage \$ N/A Limits Mos	\$ N/A
Medical N/A	\$ N/A
Total Vehicle Insurance Premiums	\$ N/A

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	141675.71	DUE ON 02/11/2005
One Payment of	N/A	N/A
Payments	N/A	Monthly, Beginning
Payments	N/A	Monthly, Beginning
One Final Payment	N/A	

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X *[Signature]* Pres.
Co-Buyer X
Seller X

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories	\$ 129990.76(A)
1. Cash Price Vehicle	\$ 129990.76
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable)	\$ N/A
Describe N/A	\$ N/A
Describe N/A	\$ N/A
B. Document Preparation Fee (not a governmental fee)	\$ 45.00(B)
C. Smog Fee Paid to Seller	\$ N/A(C)
D. Sales Tax (on taxable items in A+B+C)	\$ 10727.94(D)
E. Optional DMV Electronic Filing Fee*	\$ N/A(E)
F. (Optional) Service Contract*	\$ N/A(F)
G. (Optional) Service Contract*	\$ N/A(G)
H. Prior Credit or Lease Balance paid by Seller to	\$ N/A(H)
(see downpayment and trade-in calculation)	
I. (Optional) Gap Contract (to whom paid)*	\$ N/A(I)
J. Other (to whom paid)*	\$ N/A(J)
For N/A	
Total Cash Price (A through J)	\$ 140763.71(K)

2. Amounts Paid to Public Officials

A. License Fees	\$ 905.00(A)
B. Registration/Transfer/Titling Fees	\$ N/A(B)
C. California Tire Fees*	\$ 7.00(C)
D. Other	\$ N/A(D)
E. Other	\$ N/A(E)
Total Official Fees (A through E)	\$ 912.00(2)

3. Amount Paid to Insurance Companies
(Total premiums from Statement of Insurance column a + b)* \$ N/A(3)

4. Smog Certification or Exemption Fee Paid to State \$ N/A(4)

5. Subtotal (1 through 4) \$ 141675.71(5)

6. Total Downpayment

A. Agreed Trade-In Value	Yr _____ Make _____	\$ N/A(A)
Model _____	Odom _____	

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

Credit Life: Buyer Co-Buyer Both
 Credit Disability (Buyer Only)

Term	Exp.	Premium
Credit Life	N/Mos.	\$ N/A
Credit Disability	N/Mos.	\$ N/A
Total Credit Insurance Premiums		\$ (B)

Insurance Company Name N/A
Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. **DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).** You want to buy the credit insurance.

Date X N/A Buyer Signature _____ Age _____



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D. Deferred Downpayment \$ N/A

E. Manufacturer's Rebate \$ N/A

F. Other N/A \$ N/A

G. Cash \$ N/A

Total Downpayment (C through G) \$ N/A

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1H above)

7. Amount Financed (5 less 6) \$ 141675.71

*Seller may keep part of these amounts.

SELLER ASSISTED LOAN
 BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A

Amount \$ N/A Finance Charge \$ N/A

Total \$ N/A Payable in N/A installments of \$ N/A

from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE
 If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable: N/A

NOTICE OF RESCISSION RIGHTS
 If Buyer and Co-Buyer sign here, the provisions of the Rescission Rights section on the back giving the Seller the right to rescind if Seller is unable to assign this contract to a financial institution will apply.

Buyer X [Signature] Pres. Co-Buyer X _____

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year _____. SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:
 YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X [Signature] Pres. X _____

Representations of Buyer: Seller has relied on the truth and accuracy of the information provided by you in connection with the Trade-In Vehicle. You represent that you have given a true payoff amount on the vehicle traded in. If the payoff amount is more than the amount shown above in item 6.B as "Prior Credit or Lease Balance," you must pay Seller the excess on demand. If the payoff amount is less than the amount shown above in item 6.B as "Prior Credit or Lease Balance," Seller will refund the difference to you.

Buyer X N/A Co-Buyer X N/A

Notice to buyer:
 (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.

After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X [Signature] Pres. Co-Buyer Signature X _____

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING OFF PERIOD
 California law does not provide for a "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X [Signature] Date 02/11/05 Co-Buyer Signature X _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY
 To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X [Signature] Pres. Date 2/11/05 Guarantor X _____ Date _____

Address _____ Address _____

Seller Signs FERRARI OF BEVERLY HILLS Date 02/11/05 By X [Signature] Title [Signature]

20905WT2



PACIFIC WESTERN BANK

Incoming Wire-Advice of Credit

DATE 02/09/2005

ACCOUNT NAME PASSIONE ROSSA

ACCOUNT # 2580217

AMOUNT 111,675.71

GFX REFERENCE # 20050400008000

Additional payment details are shown below:

SENDING BANK NAME:

SENDING BANK ID:021000021

SENDER NAME: SARDAUKAR HOLDING

SENDER ADDRESS:

16960 WASHINGTON ST
RIVERSIDE CA 92504-614

BENEFICIARY (Fed Message Text):

002-580217
FERRARI OF BEVERLY HILLS
9372 WILSHIRE BLVD
BEVERLY HILLS , CA 90212

BENEFICIARY INFO (OBI):

BEVERLY HILLS

BANK TO BANK INFO (BBI):

REFERENCE FOR BENEFICIARY:

CSB OF 05/02/09

RECEIVING BANK INFO:

2100/2182

ENTERED

20905WT



PACIFIC WESTERN BANK

Incoming Wire-Advice of Credit

DATE 02/09/2005

ACCOUNT NAME PASSIONE ROSSA

ACCOUNT # 2580217

AMOUNT 30,000.00

GFX REFERENCE # 20050400008100

Additional payment details are shown below:

SENDING BANK NAME:

SENDING BANK ID:021000021

SENDER NAME: SARDAUKAR HOLDING

SENDER ADDRESS:
16960 WASHINGTON ST
RIVERSIDE CA 92504-614

BENEFICIARY (Fed Message Text):
002-580217
FERRARI OF BEVERLY HILLS
9372 WILSHIRE BLVD
BEVERLY HILLS CA 90212

BENEFICIARY INFO (OBI):
BEVERLY HILLS

BANK TO BANK INFO (BBI):

REFERENCE FOR BENEFICIARY:
CSB OF 05/02/09
RECEIVING BANK INFO:

2100/2182

U ENTERED

Westlaw.

Not Reported in F.Supp.2d

Page 1

Not Reported in F.Supp.2d, 2001 WL 256172 (N.D.Tex.)
(Cite as: Not Reported in F.Supp.2d)

▽

Briefs and Other Related Documents

Only the Westlaw citation is currently available.

United States District Court, N.D. Texas, Dallas
Division.

SECURITIES AND EXCHANGE COMMISSION,
Plaintiff,

v.

Benjamin Franklin COOK, et al., Defendants,
and FPC-1 LIMITED PARTNERSHIP, et al.,
Defendants Solely for Purposes of Equitable Relief
Lawrence J. WARFIELD, As Receiver for Dennel
Finance Limited Petitioner,

v.

Craig BOONE, Rhonda Boone, Ronald Berglund,
Marlene Berglund, Otto Jarrell, Merlin Saunders,
William Whelan, and Cindy Kay Whelan,
Respondents.

No. CA 3:00-CV-272-R.

March 8, 2001.

MEMORANDUM OPINION AND ORDER

BUCHMEYER, Chief J.

*1 Before this Court are the Receiver's Motion for Partial Summary Judgment Against Ronald Berglund (the "Receiver's Motion"), filed December 29, 2000 and Respondent Ronald Berglund's ("Berglund") Cross Motion for Partial Summary Judgment (the "Cross Motion"), filed January 16, 2001. For the reasons stated below, the Receiver's Motion is GRANTED and Berglund's Cross Motion is DISMISSED AS MOOT.

I. BACKGROUND

This case centers upon an investment program titled Dennel Finance Limited ("Dennel"), which was operated by Benjamin Cook and others (the "Defendants") for the sole purpose of conducting a Ponzi scheme. ^{FN1} Under the scheme, the

Defendants collected over \$45,000,000, most of which they used to pay returns to earlier investors, to pay commissions to facilitators for recruiting investors, and to purchase personal property and cover personal expenses for themselves.

FN1. A Ponzi scheme is a fraudulent investment scheme where money from new investors is used to pay "profits" on the money contributed by earlier investors, without the operation of an actual revenue-producing business other than the raising of new funds by finding more investors. The scheme is named for Charles Ponzi, who was convicted for perpetrating such schemes in the 1920's. Black's Law Dictionary 1180 (7th Ed.1999).

Berglund worked as a facilitator recruiting new investors for Dennel. The Receiver has alleged that Berglund received a total of \$334,982.53 in commissions from Dennel, a fact that Berglund does not dispute.

On March 16, 1999, in Civil Action Number 3:99-cv-0571-R, this Court entered an Order Appointing Temporary Receiver in which the Receiver was appointed for the purpose of collecting, receiving and taking custody of the assets of Dennel. The Receiver was further authorized to initiate lawsuits to recover such assets. On January 31, 2000, this Court entered an Order authorizing the present suit against Berglund and others to seek the recovery of receivership assets.

The Receiver's Motion is based on the claim that the commissions paid to Berglund by Dennel were in fact fraudulent transfers and, as such, Berglund should be forced to return all monies that he received from Dennel. Berglund bases his Cross Motion on all remaining claims that the Receiver

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(Cite as: Not Reported in F.Supp.2d)

has asserted against him. Because the Receiver has agreed to abandon the claims addressed in Berglund's Cross Motion should the Receiver's Motion be granted, the Court will consider the Receiver's Motion first.

II. ANALYSIS OF THE RECEIVER'S MOTION

1. Summary Judgment Standard

"Summary judgment is proper when, viewing the evidence in the light most favorable to the non-movant, 'there is no genuine issue of material fact and ... the moving party is entitled to judgment as a matter of law.'" *Wilson Industries, Inc., v. Aviva America, Inc.*, 185 F.3d 492, 494 (5th Cir.1999)(quoting *Amburgey v. Corhart Refractories Corp.*, 936 F.2d 805, 809 (5th Cir.1991)); Fed.R.Civ.P. 56(c). However, all reasonable doubts and inferences must be decided in the light most favorable to the party opposing the motion. See *Thornbrough v Columbus & Greenville R.R. Co.*, 760 F.2d 633, 640 (5th Cir.1985). Furthermore, as long as there appears to be some evidentiary support for the disputed allegations, the motion must be denied. See *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248-49 (1986); *Coke v. General Adjustments Bureau*, 640 F.2d 584, 595 (5th Cir.1981)(en banc).

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designat[ing] 'specific facts showing that there is a genuine issue for trial.'" *Id.* at 324; *Anderson*, 477 U.S. at 256. Summary judgment will be granted against "a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial ." *Celotex*, 477 U.S. at 322.

2. Standing of the Receiver

In this Court's Order Appointing Temporary Receiver, filed March 16, 1999, the Court authorized the Receiver to "institute, defend, compromise or adjust such actions or proceedings in state or federal courts ... as may in [the Receiver's] discretion be advisable or proper for the protection of the Receivership Assets ... [or] for the collection, preservation and maintenance of the Receivership Assets." Pursuant to the authority granted to him by this Order, the Receiver alleges that the payment of commissions to Berglund constituted avoidable fraudulent transfers under the Uniform Fraudulent Transfer Act ("UFTA").

Berglund challenges the right of the Receiver to avoid fraudulent transfers made by Dannel in this case because the UFTA creates a right in creditors to avoid fraudulent transfers made by a debtor. Berglund argues correctly that the Receiver stands in the shoes of Dannel. He goes on to assert that because Dannel is not a creditor, but is rather the debtor in this case, the Receiver does not have standing to sue under the UFTA.

However, a receiver represents not only the entity in receivership, but also the interests of its creditors. See *Camerer v. California Sav. & Commercial Bank of San Diego*, 4 Cal .2d 159, 170 (1935); see also 66 Am.Jur.2d *Receivers* § 450 (1973). After all, the very purpose of receivership is to secure the assets of the corporation for ultimate payment to the creditors. 66 Am.Jur.2d *Receivers* § 450. Further, while the general rule is that the receiver may only bring actions that could have been brought by the entity in receivership, "there are certain situations where the receiver is permitted to assert rights and defenses not available to the insolvent." *Butcher v.*

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II. ANALYSIS OF THE RECEIVER'S MOTION

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Howard, 715 S.W.2d 601, 604 (Tenn.App.1986) (quoting *Camerer*, 4 Cal.2d at 170). Thus, while the debtor would not be entitled to “set aside a transfer in fraud of his creditors ... the receiver acting for the creditors may attack it.” *Id.*; see also 66 Am.Jur.2d *Receivers* § 450. Given the foregoing exception, the Court holds that the Receiver has standing to sue to avoid fraudulent transfers on behalf of the creditors of Dennel.

3. The UFTA

*3 Under the UFTA, a debtor makes a fraudulent transfer if the debtor made the transfer “with actual intent to hinder, delay, or defraud any creditor of the debtor ...” Tex. Bus. & Com. Ann. § 24.005 (Vernon 1987). Whether the debtor made the transfer with the requisite intent may be determined by considering a non-exhaustive list of factors, or “badges of fraud.”^{FN2} *Id.* However, in the case of a Ponzi scheme, many courts have found that the debtor’s intent to hinder, delay or defraud is established by the mere existence of the Ponzi scheme. *E.g.*, *In re Independent Clearing House Co.*, 77 B.R. 843 (Bankr.D.Utah 1987)(finding the requisite intent to defraud from the fact that the debtor must have known that the Ponzi scheme would inevitably collapse and that later investors to the scheme would lose their investments when the collapse occurred); see also, *In re Ramirez Rodriguez*, 209 B.R. 424, 434 (Bankr.S.D.Tex.1997)(holding that, as a matter of law, payments of commissions and profits in a Ponzi scheme constituted transfers made with actual intent to hinder, delay or defraud).

FN2. For instance, the court can consider whether the transfer was made to an insider, the transfer was concealed, or the debtor was or quickly became insolvent when the transfer was made.

The intent of the person running a Ponzi scheme when he makes large payments of money to investors or to brokers who bring in more investors is to keep the scheme going. The debtor knows to a substantial certainty that the scheme cannot go on

forever and later investors will eventually lose. Thus, when he takes incoming funds and transfers them to early investors and brokers, he is making such transfers with the actual intent to hinder, delay or defraud later investors and creditors.

There is no issue of material fact with regard to whether Dennel was in fact a Ponzi scheme because Berglund does not dispute that the Receiver has substantially established this by his affidavit. Therefore, because Dennel was a Ponzi scheme, as a matter of law the commissions paid to Berglund were made with the intent to hinder, delay or defraud the creditors of Dennel. As such, they are fraudulent transfers that are voidable under the UFTA. Tex. Bus. & Com. Ann. § 24.008.

A. Good Faith and Reasonably Equivalent Value

Berglund argues that there are material questions of fact regarding whether the commission payments he received from Dennel were made for reasonably equivalent value. An otherwise fraudulent transfer is not voidable against a person who takes “in good faith and for reasonably equivalent value.” *Id.* at § 24.009.

The language of section 24.009 creates a conjunctive test for determining whether the “good faith and reasonably equivalent value defense” is available to a transferee. Thus, to successfully raise this defense to the voidability of a fraudulent transfer, a party must show that the transfer was taken both in good faith *and* for reasonably equivalent value. Thus, Berglund must show that there are material questions of fact regarding whether he acted in good faith and whether he provided reasonably equivalent value to Dennel in exchange for the commission payments.

1. Good Faith

*4 The issue of good faith is a “defensive matter as to which the defendants asserting the existence of good faith have the burden of proof.” *Cohen v. Pomona Valley Imports, Inc.*, 199 B.R. 709, 718 (B.A.P. 9th Cir.1996)(discussing UFTA § 8(a)

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which is identical to § 24.009); see also *In re Agricultural Research & Technology Group, Inc.*, 916 F.2d 528, 535 (9th Cir.1990)(explaining that the burden of establishing good faith falls upon the party asserting the defense). “One lacks the good faith that is essential to the UFTA § 8(a) defense to avoidability if possessed of enough knowledge of the actual facts to induce a reasonable person to inquire further about the transaction.” *Cohen*, 199 B.R. at 719.

Berglund asserts that the Receiver has presented no evidence that Berglund “acted in concert with Cook or other principals of Dannel.” Berglund Response at 4. However, it is not the Receiver's burden to show this. The Receiver has proven that the transfers were fraudulently made. If Berglund wishes to raise section 24.009 as a defense he may do so, but the burden falls on him to present facts that support it.

Unfortunately for Berglund, he has failed to present any evidence that he acted in good faith. For that matter, he has not presented any evidence regarding his state of mind at all. Berglund has taken the Fifth Amendment and chosen not to answer any questions regarding his involvement in or his knowledge about Dannel. The Court has no way of knowing whether Berglund should have been induced “to inquire further about the transaction” because he has presented no evidence about what he knew or did not know about Dannel. ^{FN3} Based on the lack of evidence that Berglund has presented, no reasonable jury could find that Berglund acted in good faith because he has presented absolutely no evidence that he did so. ^{FN4} Thus, Berglund has failed to allege sufficient facts which create a triable issue of fact regarding whether he is entitled to the good faith and reasonably equivalent value defense to the voidability of an otherwise fraudulent transfer.

FN3. The Court notes that Berglund has referred to the deposition of Bill Whelan as support for the proposition that Berglund himself was not aware that Dannel was operating as a Ponzi scheme. However, the Court fails to see how the testimony of another individual provides

any relevant evidence regarding whether or not Berglund himself was acting in good faith when he accepted the commission payments from Dannel. Such evidence is irrelevant to the present inquiry, which is whether Berglund acted in good faith, given the knowledge available to *him* at the time he accepted the transfers.

FN4. The Court further notes that both the Court and a potential jury are entitled to draw an adverse inference from the fact that Berglund has asserted his Fifth Amendment rights in a civil case. *Baxter v. Palmigiano*, 425 U.S. 308 (1976). Thus, not only has Berglund failed to produce evidence that he acted in good faith, he has also failed to attempt to rebut the negative inference raised by his assertion of the Fifth Amendment.

2. Reasonably Equivalent Value

Section 24.009 requires *both* good faith *and* reasonably equivalent value. Because Berglund has failed to raise a material question of fact regarding whether he acted in good faith in accepting the fraudulent transfers, there is no need to consider whether he gave reasonably equivalent value. He has failed to meet his burden in presenting section 24.009 as a defense to the avoidability of the fraudulent transfers made to him by Dannel. Thus, the Court finds that the commissions paid to Berglund were fraudulent transfers, which are voidable by the Receiver as Berglund has failed to meet his burden in presenting a defense.

III. ANALYSIS OF THE CROSS MOTION

On January 16, 2001, Berglund filed his Cross Motion for summary judgment on all of the Receiver's remaining claims against him. In the Receiver's Response to the Cross Motion, the Receiver states that he will not pursue the remaining claims against Berglund, should the Receiver's Motion for Summary be granted. Because the Court has determined that the Receiver's Motion should be granted, the Court also holds that Berglund's Cross

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Motion for Summary Judgment be dismissed as moot, as the Receiver has agreed to abandon his remaining claims against Berglund.

IV. Conclusion

*5 For the reasons stated above, the Receiver's Motion is GRANTED and Berglund's Cross Motion is DISMISSED AS MOOT.

It is so ORDERED.

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