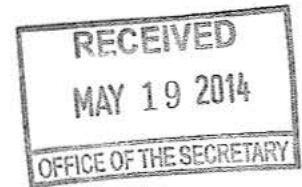


UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

ADMINISTRATIVE PROCEEDING
File No. 3-15858



In the Matter of

**STANLEY JONATHAN
FORTENBERRY,**

Respondent.

DECLARATION OF COREY A. SCHUSTER
IN SUPPORT OF THE DIVISION OF ENFORCEMENT'S MEMORANDUM IN
OPPOSITION TO RESPONDENT'S MOTION FOR SUMMARY DISPOSITION

I, Corey A. Schuster, pursuant to 28 U.S.C § 1746, do hereby declare as follows:

1. I am an attorney admitted to the Bar of the District of Columbia and the United States District Court for the District of Columbia. I am employed as a staff attorney by the United States Securities and Exchange Commission ("SEC" or "Commission") in the Division of Enforcement, at the SEC's headquarters office in Washington, D.C.

2. This Declaration is submitted in support of The Division of Enforcement's Memorandum in Opposition to Respondent's Motion for Summary Disposition and is based upon my direct participation in the investigation captioned *In the Matter of Breadstreet.com, Inc.*, SEC File No. HO-11450 (the "Investigation"). I have knowledge of the facts set forth below based on my personal involvement in the Investigation, including my review of records and documents provided to the SEC in the course of the

Investigation, my participation in interviews of witnesses, and my review of publicly available information.

3. On September 24, 2010, pursuant to Section 20(a) of the Securities Act of 1933 (“Securities Act”) [15 U.S.C. § 77t(a)] and Section 21(a) of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. § 78u(a)], the SEC issued an Order Directing Private Investigation and Designating Officers to Take Testimony in an investigation entitled *In the Matter of Breadstreet.com, Inc.*, SEC File No. HO-11450 (the “Formal Order”). The Formal Order is attached hereto as Exhibit A.

4. Stanley Jonathan Fortenberry is a founder and principal of Breadstreet.

5. On March 23, 2011, the Commission issued administrative subpoenas to Fortenberry (the “March 23 Subpoena”) and others associated with Breadstreet.com. A copy of the March 23 Subpoena is attached hereto as Exhibit B. In broad summary, the March 23 Subpoena sought documents and testimony from Fortenberry related to Breadstreet and required Fortenberry to appear at the Commission’s offices in Washington, D.C. for testimony on April 20, 2011.

6. On April 5, 2011, after further discussion with Fortenberry’s counsel regarding the testimony date provided in the March 23 Subpoena, the Commission issued another subpoena to Fortenberry (the “April 5 Subpoena”) and others, which included an additional request for documents and amended the March 23 Subpoena date for testimony to May 17, 2011. A copy of the April 5 Subpoena is attached hereto as Exhibit C.

7. On April 12, 2011, Fortenberry’s counsel informed me that Fortenberry objected to and would not comply with either subpoena.

8. Counsel also provided the Commission with an affidavit signed by Fortenberry. A copy of this affidavit is attached hereto as Exhibit D. In broad summary, Fortenberry claimed in the affidavit that the subpoenas were invalid because the Commission lacked personal jurisdiction over him and because the subpoenas sought documents and/or information that he believed was irrelevant or otherwise protected by the attorney-client privilege. Fortenberry also refused to testify on the basis of his Fifth Amendment right against self-incrimination.

9. On June 16, 2011, the Commission issued an administrative subpoena to Premier (the "Premier Subpoena"). A copy of the Premier Subpoena is attached hereto as Exhibit E. In broad summary, the Premier Subpoena sought documents related to Premier's organization and operations, solicitation of investments, communications with actual and potential investors, financial structure and status, agreements, and use of investor proceeds.

10. On June 29, 2011, counsel provided another affidavit in which Fortenberry, on behalf of Premier, stated that Premier objected to and would not comply with the Premier Subpoena and asserted various objections. A copy of that affidavit is attached hereto as Exhibit F. In broad summary, Premier claimed that the Premier Subpoena was invalid because, among other things, the Commission lacked personal jurisdiction over Premier, and the documents sought by the subpoena were irrelevant to the Commission's Investigation or were privileged.

11. Fortenberry refused to comply with any of these subpoenas issued in March, April, and June 2011 in all respects.

12. On December 9, 2011, the Commission commenced a subpoena enforcement action by filing an Application for an Order to Show Cause in the United States District Court for the District of Columbia. *SEC v. Fortenberry, et al.*, MISC Action No. 11-mc-00671 (RLW) (D.D.C.).

13. On August 22, 2012, the district court issued an Order to Show Cause that required Fortenberry and Premier to appear before him on October 4, 2012 and to file any statement of points and authorities and other papers in opposition to the staff's application. A copy of the order is attached hereto as Exhibit G.

14. On September 9, 2012, Fortenberry and Premier, along with certain co-respondents, moved to dismiss the Application for an Order to Show Cause based on the same personal jurisdiction grounds previously asserted by Fortenberry and Premier. A copy of the motion is attached hereto as Exhibit H.

15. On September 20, 2012, the district court denied the respondents' motion to dismiss for lack of personal jurisdiction.

16. On October 4, 2012, the district court heard argument on the Order to Show Cause and ordered Fortenberry and Premier to produce all responsive documents by October 18, 2012 and Fortenberry to appear, individually and as the authorized representative for Premier, for testimony on October 31, 2012 at the Commission. A written order was issued on October 5, 2012. A copy of the order is attached hereto as Exhibit I.

17. On November 1, 2012, by agreement of the parties, Fortenberry appeared for testimony. During the course of the testimony, Fortenberry informed the staff that he had destroyed certain responsive emails in February 2012—after the issuance of the

various subpoenas and the commencement of the subpoena enforcement action—and that he had also withheld other documents.

18. On November 8, 2012, the staff advised Fortenberry that he was in violation of the district court's order by virtue of his destruction of documents and his withholding of others. The Division further requested a privilege log. A copy of letter is attached hereto as Exhibit J. Ultimately, Fortenberry refused to produce a privilege log.

19. On February 25, 2013, the Commission issued another administrative subpoena to Fortenberry (the "February 25 Subpoena") requesting, among other things, documents relating to another suspected fraud involving Fortenberry. A copy of the subpoena is attached hereto as Exhibit K.

20. By a letter sent on March 7, 2013, Fortenberry refused to produce documents relating to most of the requests. A copy of the letter is attached hereto as Exhibit L.

21. On August 5, 2013, the staff provided Fortenberry with a written Wells notice, having previously providing oral notice to his counsel days earlier. A copy of the Wells notice is attached hereto as Exhibit M.

22. On August 9, 2013, the staff held a call with Fortenberry's counsel to provide him with additional information concerning the Wells notice.

23. On August 19, 2013, Fortenberry's counsel submitted a written Wells Submission (the "Written Wells Submission") on behalf of Fortenberry. The Wells Submission included unaudited financial compilations prepared by Armstrong Backus & Co., LLP ("Armstrong Backus"). A copy of the Written Wells Submission is attached hereto as Exhibit N.

24. On August 20, 2013, counsel for Fortenberry submitted a video Wells Submission (the "Video Wells Submission") on behalf of Fortenberry. A copy of the Video Wells Submission is attached hereto as Exhibit O.

25. On August 20, 2013, the Commission issued an administrative subpoena to Christopher Odom, an Armstrong Backus employee. A copy of the subpoena is attached hereto as Exhibit P.

26. On August 29, 2013, Armstrong Backus responded to the subpoena. Among the material produced by Armstrong Backus were numerous documents Fortenberry provided to Armstrong Backus in August 2013, which were previously requested by the Commission's subpoena to Premier, but which Fortenberry never produced. A copy of the production cover letter from Armstrong Backus is attached hereto as Exhibit Q.

27. Between September 25, 2013 and December 12, 2013, the Division and Fortenberry engaged in protracted settlement discussions.

28. On December 12, 2013, Fortenberry notified the staff that he no longer wanted to settle.

29. On December 13, 2013, the staff requested an extension from the 180-day filing period contemplated by 15 U.S.C. 78d-5 ("Section 4E").

30. On December 23, 2013, the designee of the Director of the Division of Enforcement authorized an extension of the 180-day filing period until May 2, 2014.

31. On April 28, 2014, the Commission issued the Order Instituting Administrative and Cease-and-Desist Proceedings Pursuant to Section 8A of the Securities Act of 1933, Section 21C of the Securities Exchange Act of 1934, Sections

203(f) and 203(k) of the Investment Advisers Act of 1940, and Section 9(b) of the Investment Company Act of 1940 and Notice of Hearing.

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

Executed on the 19th day of May 2014.



Corey A. Schuster

EXHIBIT A

EXHIBIT B



SUBPOENA
UNITED STATES OF AMERICA
SECURITIES AND EXCHANGE COMMISSION

In the Matter of Breadstreet.com, Inc. (File No. HO-11450)

To: Stanley J. Fortenberry
[REDACTED]

YOU MUST PRODUCE everything specified in the Attachment to this subpoena to officers of the Securities and Exchange Commission, at the place, date and time specified below.

100 F Street N.E., Washington, D.C. 20549, on April 13, 2011 at 9:30 a.m.

YOU MUST TESTIFY before officers of the Securities and Exchange Commission, at the place, date and time specified below.

100 F Street N.E., Washington, D.C. 20549, on April 20, 2011 at 9:30 a.m.

FEDERAL LAW REQUIRES YOU TO COMPLY WITH THIS SUBPOENA.

Failure to comply may subject you to a fine and/or imprisonment.

By:


Corey A. Schuster
Staff Attorney

Date:

3/23/11
March 23, 2011

*I am an officer of the Securities and Exchange Commission authorized to issue subpoenas in this matter. The Securities and Exchange Commission has issued a formal order authorizing this investigation under Section 20(a) of the Securities Act of 1933 and Section 21(a) of the Securities Exchange Act of 1934.

NOTICE TO WITNESS: If you claim a witness fee or mileage, submit this subpoena with the claim voucher.

**ATTACHMENT TO SUBPOENA TO
Stanley J. Fortenberry
March 23, 2011**

A. Definitions and Instructions

1. As used in this attachment, a reference to a corporation or other business entity includes all subsidiaries, affiliates, divisions, predecessors, successors, shareholders, officers, directors, employees, agents, general partners, limited partners, members, partnerships, aliases, code names, or trade or business names of that corporation or entity.
2. As used in this attachment, the terms “you” and “your” refer to, both individually and collectively, Stanley J. Fortenberry and his current and former consultants, representatives, independent contractors, agents, and any other person or entity through which Stanley J. Fortenberry conducts or has conducted his affairs.
3. As used in this attachment, the term “Breadstreet” refers to, both individually and collectively, Breadstreet.com, Inc., and its current and former subsidiaries, affiliates, divisions, predecessors, successors, officers, directors, employees, consultants, representatives, independent contractors, and agents, including but not limited to Breadstreet Investors’ Union and investorinspector.com.
4. As used in this attachment, the term “Investment Transactions” means any and all transactions for which Breadstreet provided mergers and acquisition advisory, investment banking, brokerage, finder, private placement, public offering, or other services, consultation, or advice relating to the raising of capital for, finance of, investment in, or the acquisition or sale of a business; including but not limited to the dissemination of investment information through Breadstreet’s websites, publications, or other services.
5. As used in this attachment, the term “Capital Seeker” includes any actual or potential client of Breadstreet who advertised in, provided information that was listed through, or otherwise sought to raise capital, financing, or to be acquired using the Breadstreet website, publications, or other services.
6. As used in this Attachment, the term “Angel Investors” includes any actual or potential client of Breadstreet who was solicited, requested, or approached to acquire, provide capital, finance, or otherwise invest in a Capital Seeker, who contacted the Breadstreet to acquire, provide capital, finance, or otherwise invest in a Capital Seeker or entity, and any person screened by the Breadstreet to see if such person qualified as an accredited

investor or could otherwise invest in a Capital Seeker or client of the Breadstreet.

7. As used in this attachment, the term "Third-Party Advisor" includes any independent contractor, accountant, financial advisor, attorney, broker, dealer, or any other agent that provided services in connection with an actual or potential Investment Transaction.
8. As used in this attachment, the term "person" shall mean a person, entity, or group of persons or entities.
9. As used in this attachment, the terms "Commission" or "SEC" refer to the U.S. Securities and Exchange Commission, its divisions, offices, and any officials, directors, executives, officers, agents, employees, attorneys, accountants, and any other of its representatives.
10. As used in this attachment, the term "documents" means all preliminary, interim, and final drafts or versions of paper writings, final or finished versions, copies or annotated copies, backup copies, backup logs, electronically or magnetically stored information or data, photographic records or materials, and all other tangible forms of expression or recordation (other than duplicative copies in the possession of an individual), however and by whomever prepared, including, but not limited to, tapes, cassettes, diskettes, disks, computer files (whether or not they have been deleted from file directories), CD-ROMs, DVDs, or other disks, books, notes, memoranda, files, reports, statements, summaries, lists, correspondence, letters, records of oral communications, telephone records, telephone messages and log books, electronic mail, journals, charts, graphs, drawings, calendars, agendas, itineraries, diaries, minutes, resolutions, ledgers, workpapers, worksheets, books of account, journals, audits, accountants' calculations, bills, invoices, receipts, orders, confirmations, studies, schedules, appraisals, analyses, surveys, budgets, forecasts, projections, contracts, assignments, agreements, loan agreements, guarantees, records of collateral, notes and other instruments of indebtedness, diagrams, pamphlets, brochures, exhibits, transcripts, interviews, speeches, depositions, press releases, periodicals, securities account statements, checks and drafts (front and back), deposit slips, debit and credit memoranda, wire confirmations, account statements for bank, thrift, and money market accounts, telegrams, telexes, facsimiles, wire messages, wire transfers, drafts for money, computer printed or generated materials, microfilm, magnetic tape, microfiche, any electronic media, any magnetic media, any laser media, any other storage device, and any other papers or records.

11. As used in this attachment, the terms “and” and “or” each mean “and/or,” and each of the functional words “each,” “every,” “any,” and “all” shall be deemed to include each of the other functional words.
12. As used in this attachment, the term “communication” shall mean and include any contact, formal or informal, whereby information of any nature was transmitted or transferred.
13. As used in this attachment, a communication or document “relating,” “related,” or that “relates” to any given subject means any communication or document that constitutes, contains, embodies, evidences, reflects, identifies, states, refers to, deals with, bears upon, or is in any way pertinent to that subject, including without limitation, documents concerning the preparation of other documents.
14. The use of the singular form of any word includes the plural and vice versa.
15. Please provide a list of the documents that you produce, indicating in each instance the request to which the document is responsive and identify the person(s) or location from which the document was produced.
16. Documents produced pursuant to this subpoena shall be produced in the order in which they appear in your files and shall not be shuffled or otherwise rearranged. Documents that in their original condition were stapled, clipped, or otherwise fastened together shall be produced in that form.
17. For purposes of this subpoena, to the extent feasible, documents should be produced in a format that is acceptable to this office and as described in the attached document on SEC Data Delivery Standards.
18. If you withhold any document based on a claim of privilege, please provide the following information as to each document: (a) the author(s); (b) the date the document was created; (c) each person who received a copy of the document or was informed of its contents; (d) the person who now has the document or was last known to have it; (e) the general subject matter of the document; and (f) the privilege asserted.
19. No agreement by the Securities and Exchange Commission or its staff purporting to modify, limit, or otherwise vary this subpoena is binding on the Commission or its staff unless confirmed or acknowledged in writing by the Commission or its staff.
20. Unless otherwise stated, the scope of the production in this subpoena covers the time period of **January 1, 2007 to the present (the “Relevant Period”)**.

B. Documents to be Produced

Please produce by **April 13, 2011** the following documents and information in your actual or constructive custody, possession, or control:

1. All documents relating to any investment in Breadstreet made by any person, including but not limited to equity and debt investments.
2. All documents relating to promissory notes, guarantees, or "IOUs" issued by or on behalf of Breadstreet.
3. All documents relating to Breadstreet investing money for any person.
4. All documents relating to investigations, inquiries, analyses, or any other due diligence services provided by Breadstreet to Capital Seekers or Angel Investors in connection with Investment Transactions, including documents or communications relating to business reviews, analyses of historical performance, projections of future financial performance, forecasts, analyses of growth opportunities or synergies, valuations, evaluations, and analyses concerning the any business sector or market.
5. All offering and marketing documents for Capital Seekers on which Breadstreet provided advice, comments, or edits, or which Breadstreet drafted, including but not limited to registration statements, filings with the Commission, subscription agreements, investor suitability verification forms, business plans, placement memoranda, teasers, term sheets, letters of intent, brochures, seminar materials, presentations, agendas, PowerPoints, communications, and press releases.
6. All documents relating to any investment recommendations made by Breadstreet to Angel Investors or Capital Seekers in connection with Investment Transactions.
7. All documents relating to Breadstreet's negotiation of the terms of an actual or potential investment by or in a client of Breadstreet relating to Investment Transactions, including but not limited to communications, notes, draft transaction documents, letters of intent, and term sheets.
8. All documents relating to the documentation, memorialization, or recordation of the agreements relating to Breadstreet's Investment Transactions, including but not limited to agreements, opinions, closing documents, transaction documents, side agreements, transfers of monies, transfers of equity, and any state, federal, or regulatory filings.

9. All documents relating to complaints received by Breadstreet from potential or actual clients or potential or actual investors in any deal or contemplated transaction on which Breadstreet provided or offered services.
10. All documents relating to Breadstreet retaining, hiring, or engaging Third-Party Advisors for itself or on behalf of Angel Investors or Capital Seekers, including, but not limited to, retention letters, contracts, and agreements.
11. All documents relating to any compensation, including monetary and non-monetary compensation, paid to or earned by a Third-Party Advisor from Breadstreet.
12. All documents relating to any compensation, including monetary and non-monetary compensation, paid to or earned by Breadstreet from a Third-Party Advisor.
13. All documents relating to Breadstreet screening or qualifying any Capital Seeker, client of Breadstreet, or other user of Breadstreet's services as an Accredited Investor, as defined in 17 CFR § 230.501 (Regulation D, Rule 501), including, but not limited to, policies, procedures, and guidelines.
14. All documents relating to Breadstreet screening or qualifying any person for inclusion on the "Complete Venture Capital Groups List," "Institutional Investors with Focus on Early Stage Companies" list, "Investment Groups Screened for your needs" list, Private Placement Accredited Investor Leads List," and the "Venture Capital Groups Special" list, including, but not limited to, policies, procedures, and guidelines.
15. Documents sufficient to show all persons included on the lists referenced in item number 14, including, but not limited to, the "Complete Venture Capital Groups List," "Institutional Investors with Focus on Early Stage Companies" list, "Investment Groups Screened for your needs" list, Private Placement Accredited Investor Leads List," and the "Venture Capital Groups Special" list.
16. All documents relating to your participation in or organization of investment clubs or investment organizations, including but not limited to invitations, solicitations, presentations, attendance lists, and advertisements.
17. All documents relating to Breadstreet screening or qualifying any Angel Investors, client of Breadstreet, or other user of the Breadstreet's services as an Accredited Investor, as defined in 17 CFR § 230.501 (Regulation D, Rule 501), including, but not limited to, policies, procedures, and guidelines.

18. For the time period of January 1, 2003 through December 31, 2007, all documents relating to any valuations or analyses provided by Breadstreet to Capital Seekers or Angel Investors, including but not limited to any valuation or analysis where Breadstreet performed the valuation or analysis and any valuations or analyses where a Third-Party Advisor performed the valuation or analysis.
19. All offering and marketing documents provided by Breadstreet to Capital Seekers or reviewed or edited by Breadstreet for Capital Seekers, including but not limited to template, draft, and final registration statements, filings with the Commission, subscription agreements, investor suitability verification forms, business plans, placement memoranda, teasers, term sheets, letters of intent, brochures, seminar materials, presentations, agendas, PowerPoints, communications, investor call scripts, and press releases.
20. All documents relating to complaints received by or concerning Breadstreet.
21. All documents relating to the actual, proposed, contemplated, or attempted settlement of any complaints received by or concerning Breadstreet.
22. All documents relating to any investigation or inquiry into or concerning Breadstreet, including any inquiries by any state or federal agencies or any private entity.
23. All documents produced to any state or federal agency in connection with any investigation or inquiry into or concerning you.
24. Documents sufficient to identify all businesses in which you have an ownership interest.
25. Documents sufficient to identify all email addresses owned, controlled or used by you.
26. Documents sufficient to identify all websites owned or controlled by you or through which you provide services to Capital Seekers or Angel Investors.
27. All documents of your appointments and activities from January 1, 2007 to the present, including but not limited to electronic or hard copies of all diaries, calendars, appointment books and similar records;
28. For the time period of January 1, 2008 to the present, all of your tax returns.
29. All documents relating to any actual, proposed, or contemplated alteration, modification, or destruction of any document responsive to Items 1-28,

above, including but not limited to any court order, or any corporate policy, practice, or procedure related to the maintenance, preservation, recycling or destruction of documents.

EXHIBIT C



SUBPOENA
UNITED STATES OF AMERICA
SECURITIES AND EXCHANGE COMMISSION

In the Matter of Breadstreet.com, Inc. (File No. HO-11450)

To: Stanley J. Fortenberry
c/o John C. Nimmer, Esq.
Law Office of John C. Nimmer
9958 West Center Road
Omaha, NE 68124-1959

YOU MUST PRODUCE everything specified in the Attachment to this subpoena to officers of the Securities and Exchange Commission, at the place, date and time specified below.

100 F Street N.E., Washington, D.C. 20549, on April 20, 2011 at 9:30 a.m.

YOU MUST TESTIFY before officers of the Securities and Exchange Commission, at the place, date and time specified below.

100 F Street N.E., Washington, D.C. 20549, on May 17, 2011 at 9:30 a.m.

FEDERAL LAW REQUIRES YOU TO COMPLY WITH THIS SUBPOENA.

Failure to comply may subject you to a fine and/or imprisonment.

By: _____

Corey A. Schuster
Staff Attorney

Date: _____

4/5/11
April 5, 2011

*I am an officer of the Securities and Exchange Commission authorized to issue subpoenas in this matter. The Securities and Exchange Commission has issued a formal order authorizing this investigation under Section 20(a) of the Securities Act of 1933 and Section 21(a) of the Securities Exchange Act of 1934.

NOTICE TO WITNESS: If you claim a witness fee or mileage, submit this subpoena with the claim voucher.

**ATTACHMENT TO SUBPOENA TO
Stanley J. Fortenberry
April 5, 2011**

A. Definitions and Instructions

1. As used in this attachment, a reference to a corporation or other business entity includes all subsidiaries, affiliates, divisions, predecessors, successors, shareholders, officers, directors, employees, agents, general partners, limited partners, members, partnerships, aliases, code names, or trade or business names of that corporation or entity.
2. As used in this attachment, the terms “you” and “your” refer to, both individually and collectively, Stanley J. Fortenberry and his current and former consultants, representatives, independent contractors, agents, and any other person or entity through which Stanley J. Fortenberry conducts or has conducted his affairs.
3. As used in this attachment, the term “Breadstreet” refers to, both individually and collectively, Breadstreet.com, Inc., and its current and former subsidiaries, affiliates, divisions, predecessors, successors, officers, directors, employees, consultants, representatives, independent contractors, and agents, including but not limited to Breadstreet Investors’ Union and investorinspector.com.
4. As used in this attachment, the term “person” shall mean a person, entity, or group of persons or entities.
5. As used in this attachment, the terms “Commission” or “SEC” refer to the U.S. Securities and Exchange Commission, its divisions, offices, and any officials, directors, executives, officers, agents, employees, attorneys, accountants, and any other of its representatives.
6. As used in this attachment, the term “documents” means all preliminary, interim, and final drafts or versions of paper writings, final or finished versions, copies or annotated copies, backup copies, backup logs, electronically or magnetically stored information or data, photographic records or materials, and all other tangible forms of expression or recordation (other than duplicative copies in the possession of an individual), however and by whomever prepared, including, but not limited to, tapes, cassettes, diskettes, disks, computer files (whether or not they have been deleted from file directories), CD-ROMs, DVDs, or other disks, books, notes, memoranda, files, reports, statements, summaries, lists, correspondence, letters, records of oral communications, telephone records, telephone messages and log books, electronic mail, journals, charts, graphs, drawings, calendars, agendas, itineraries, diaries, minutes,

resolutions, ledgers, workpapers, worksheets, books of account, journals, audits, accountants' calculations, bills, invoices, receipts, orders, confirmations, studies, schedules, appraisals, analyses, surveys, budgets, forecasts, projections, contracts, assignments, agreements, loan agreements, guarantees, records of collateral, notes and other instruments of indebtedness, diagrams, pamphlets, brochures, exhibits, transcripts, interviews, speeches, depositions, press releases, periodicals, securities account statements, checks and drafts (front and back), deposit slips, debit and credit memoranda, wire confirmations, account statements for bank, thrift, and money market accounts, telegrams, telexes, facsimiles, wire messages, wire transfers, drafts for money, computer printed or generated materials, microfilm, magnetic tape, microfiche, any electronic media, any magnetic media, any laser media, any other storage device, and any other papers or records.

7. As used in this attachment, the terms "and" and "or" each mean "and/or," and each of the functional words "each," "every," "any," and "all" shall be deemed to include each of the other functional words.
8. As used in this attachment, the term "communication" shall mean and include any contact, formal or informal, whereby information of any nature was transmitted or transferred.
9. As used in this attachment, a communication or document "relating," "related," or that "relates" to any given subject means any communication or document that constitutes, contains, embodies, evidences, reflects, identifies, states, refers to, deals with, bears upon, or is in any way pertinent to that subject, including without limitation, documents concerning the preparation of other documents.
10. The use of the singular form of any word includes the plural and vice versa.
11. Please provide a list of the documents that you produce, indicating in each instance the request to which the document is responsive and identify the person(s) or location from which the document was produced.
12. Documents produced pursuant to this subpoena shall be produced in the order in which they appear in your files and shall not be shuffled or otherwise rearranged. Documents that in their original condition were stapled, clipped, or otherwise fastened together shall be produced in that form.
13. For purposes of this subpoena, to the extent feasible, documents should be produced in a format that is acceptable to this office and as described in the attached document on SEC Data Delivery Standards.

14. If you withhold any document based on a claim of privilege, please provide the following information as to each document: (a) the author(s); (b) the date the document was created; (c) each person who received a copy of the document or was informed of its contents; (d) the person who now has the document or was last known to have it; (e) the general subject matter of the document; and (f) the privilege asserted.
15. No agreement by the Securities and Exchange Commission or its staff purporting to modify, limit, or otherwise vary this subpoena is binding on the Commission or its staff unless confirmed or acknowledged in writing by the Commission or its staff.

B. Documents to be Produced

Please produce by **April 20, 2011** the following documents and information in your actual or constructive custody, possession, or control:

1. For the time period of January 1, 2007 to the present, all bank statements for bank accounts in your name, in which you have an interest, and over which you exercise control.

EXHIBIT D

UNITED STATES OF AMERICA
BEFORE THE SECURITIES AND EXCHANGE COMMISSION

In the Matter of Breadstreet.com, Inc. HO-11450

AFFIDAVIT OF STANLEY J. FORTENBERRY

1. My name is Stanley J. Fortenberry. I make this Affidavit upon first-hand knowledge and under oath in response to the March 23, 2011 subpoena duces tecum and subpoena ad testificandum, and April 5, 2011 subpoena duces tecum and subpoena ad testificandum (collectively "subpoena") served upon and addressed to me individually, not to Breadstreet.com, Inc. ("Breadstreet"). See nonexclusively subpoena definition #2. I hereby incorporate herein by reference thereto said subpoena. Any objections to the subpoena I make are on behalf of me personally, not on behalf of Breadstreet.
2. I have reviewed the September 24, 2010 Order of Investigation ("Order") in this matter. The stated purpose of said Order is to investigate possible violations of Section 5 of the Securities Act of 1933 (sale of unregistered or nonexempt securities) and Section 15(a) of the Securities Act of 1934 (possible unregistered broker activities) by Breadstreet and "its officers, directors, employees, partners, subsidiaries, and/or affiliates". "An affiliate of, or person affiliated with, a specified person shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified." See nonexclusively Reg. D, Rule 501(b). 'Control' means the power to direct the management and policies of the company in question, whether through the ownership of voting securities, by contract, or otherwise." See nonexclusively Rule 144. I therefore understand the purpose of the investigation to be possible violations of Section 5 of the '33 Act and Section 15(a) of the '34 Act by Breadstreet, agents of Breadstreet under Breadstreet's control, or those otherwise having

control of Breadstreet, which is the relevant scope of the Commission's investigation. See "Responding to SEC Subpoenas: Cooperation Through Credible Assurances of Complete Production", Gorman, Thomas O., Defense Counsel Journal, Vol. 73, p. 107, April 2006 ("the documents and information sought must be relevant to the legitimate purpose stated in the formal order of investigation and within the possession, custody, and control of the person to whom the subpoena is addressed. Relevance is a function of the purpose of the investigation as stated in the formal order."—legal citations in article are footnotes 22 and 23 thereto); see also Arthur Young, 584 F.2d 1018 (D.C. Cir. 1978). Information is reasonably relevant to an investigation when "not plainly incompetent or irrelevant to any lawful purpose." See nonexclusively Arthur Young, supra. Finally relevance, for purpose of the instant subpoena, is expressly limited by definition #20 therein (January 1, 2007 to present). **Documents or testimony sought outside the relevant scope of the Commission's investigation as stated in the Order's aforementioned purpose is hereby objected to based upon relevance.**

3. Information relevant to the investigation is inherently incriminating and if testimonial in nature subject to the assertion of the United States Constitution's Fifth Amendment Privilege Against Self-Incrimination (the "privilege"). Violations of Section 5 of the '33 Act are subject to criminal prosecution. See Section 24 of the '33 Act. Violations of Section 15(a) of the '34 Act are subject to criminal prosecution. See Section 32 of the '34 Act. In cases where a properly asserted privilege is challenged, the court must determine whether there is "a sufficient hazard of incrimination" to uphold the assertion of the privilege. United States v. Sharp, 920 F.2d 1167, 1170 (4th Cir. 1990) (citing Hoffman v. United States, 341 U.S. 479, 486, 71 S.Ct. 814, 95 L.Ed. 1118 (1951)). To

make this determination, the court must resolve two issues: whether the information being sought is incriminating in nature; and if so, “whether criminal prosecution is sufficiently a possibility, all things considered, to trigger the need for constitutional protection.” *Id.* at 1171. With respect to the first step, information is incriminating in nature if, as noted above, it directly supports a criminal conviction, or would furnish a link in the chain of evidence that could lead to prosecution, or an individual reasonably believes it could be used against him in a criminal prosecution. As for the second step, the court must assess “the objective reasonableness of the... individual’s claimed apprehension of prosecution.” *Id.* The reasonableness of a claimed apprehension should simply be assumed once incriminating potential is found, unless there are genuine questions about the government’s legal ability to prosecute,” such as “statutes of limitation, double jeopardy, or immunity.” *Id.*; see also Belmonte v. Lawson, 750 F.Supp. 735 (E.D. Va. 1990) (stating that “where, as here, ‘a witness can demonstrate any possibility of prosecution which is more than fanciful he has demonstrated a reasonable fear of prosecution sufficient to meet constitutional muster.’”). The scope of the privilege (nonexclusively “directly supports a criminal conviction, or would furnish a link in the chain of evidence that could lead to prosecution”), and the scope of relevance (“Information is reasonably relevant to an investigation . . . as defined in the purpose of a formal order of investigation . . . when ‘not plainly incompetent or irrelevant to any lawful purpose.’”), appear here to be coextensive. **For these reasons any information relevant to this investigation that is testimonial in nature is therefore subject to the assertion of the privilege.**

4. The privilege is founded both upon express positive law principles found nonexclusively in the United States Constitution's Fifth Amendment ("No person shall be compelled in any criminal case to be a witness against himself . . ."), and upon natural law. Natural law theory holds to the idea that some laws are so basic and fundamental to human nature that they are discoverable by human reason without reference to specific laws or judicial decisions. The western origins of natural law dates back to the ancient Greeks, and had its most salient manifestation in Stoicism. The Greeks understood that the basic moral precepts which are at the foundations of any legal system of a civilized society were reducible to the principles of natural law. In Roman legal theory this idea was further developed and codified as a common code that in essence became the common law or rule of law that controlled the conduct of all nations. With respect to the natural law basis of the privilege, its foundation can also be found in Judeo-Christian history (e.g., Christ's refusal to testify against himself before the Sanhedrin and Pilate and the latter's consequent unjust reliance upon this refusal in the subsequent sentence of crucifixion). Natural law existed concurrently with the various codes of specific places and times which were called natural rights. St. Thomas Aquinas (1225-1274) and other early Christian philosophers furthered this idea, believing that natural law was universal to all peoples—Christians and non-Christian alike. Natural law principles are historically and to the present day found in ecclesiastical canon/religious law and, at least in part by borrowing from same, in Anglo-American common law, equitable, and criminal law (e.g., differentiation between "mala in se" and "mala prohibitum" crimes) jurisprudence. In the middle ages, Hugo Grotius (1583-1645) formulated a natural law theory as the primary basis for the development of the theory of international law. Philosophers

Spinoza (1632-1677) and Leibniz (1646-1716), in the seventeenth century interpreted natural law as the foundation of ethics and morality; Jean Jacques Rousseau (1712-1778), in the eighteenth century, using the ideas of the Enlightenment Age, which reached its apotheosis during the French Revolution, formulated a natural law theory based on democratic and egalitarian principles. In modern times, philosophers Jacques Maritain and O. F. Von Gierke understood natural law as a necessary intellectual counter weight to totalitarian philosophies and regimes like Lenin, Stalin, Mussolini, Hitler, Mao Tse Tung, Pol Pot, that swept across the world in ignominious war throughout the twentieth century. Natural law theory provided the underpinning for prosecution at the Nuremberg trials after World War II of Nazi war criminals responsible for the holocaust and other atrocities, and can be found in Martin Luther King's "Letter from a Birmingham Jail". Even reasons recently articulated by our nation in using military force in places like Iraq and Libya have their basis in natural law principles such as the "just war doctrine" (e.g., protecting innocent civilians). While the Establishment Clause arguably precludes courts from reliance upon religious principles as a basis for rendering decisions, reliance upon natural law (which is instead grounded in reason) is not impermissible. The United States Supreme Court, federal courts, and state courts have occasionally referenced in support of their rulings miscellaneous sources natural law, and by doing so acknowledged its authority. For example, in Edwards v. Aguillard, 482 U.S. 578, 107 S. Ct. 2573, 96 L. Ed. 2d 510 (1987), the Supreme Court said that "the Founding Fathers believed devotedly that there was a God and that the unalienable rights of man were rooted in Him." Confronted with the question as to whether the conveyance of a particular piece of land was legally enforceable, the Supreme Court said that it would consider "those principles

of abstract justice, which the Creator of all things has impressed on the mind of his creature man, and which are admitted to regulate, in a great degree, the rights of civilized nations" (Johnson v. M'Intosh, 21 U.S. 543, 8 Wheat. 543, 5 L. Ed. 681 [1823]). In Dred Scott v. Sandford, 60 U.S. 393, 19 How. 393, 15 L. Ed. 691 (1856), the Supreme Court held that slaves were the property of their owners and were not entitled to any constitutional protection. In a dissenting opinion, however, Justice John McLean wrote that a "slave is not mere chattel. He bears the impress of his Maker, and is amenable to the laws of God and man." More recently, the Supreme Court relied on Judeo-Christian natural law standards as evidence that homosexual sodomy is a practice not worthy of constitutional protection because it has been condemned throughout the history of western civilization (Bowers v. Hardwick, 478 U.S. 186, 106 S. Ct. 2841, 92 L. Ed. 2d 140 [1986] [Burger, J., concurring]). State and federal courts also have considered Judeo-Christian natural law standards when evaluating the constitutionality of statutes prohibiting bigamy and incest. For example, Benton v. State, 265 Ga. 648, 461 S.E.2d 202 (1995), upheld the constitutionality of a Georgia statute prohibiting incest. What does all this mean? It means the privilege is founded both upon positive/Constitutional law and natural law principles, and is therefore sacrosanct. **An individual's assertion of the privilege should therefore not be trivialized but be accorded the highest deference and respect by the government**, whose primary purpose is the securing of human rights (see Declaration of Independence).

5. While some courts and jurisdictions have required the privilege to be asserted in person, upon information and belief there is no case law absolutely requiring the assertion of the privilege in the course of administrative SEC proceedings in person. Federal courts have

generally required the assertion of the privilege “in specifics sufficient to provide the court with a record upon which to decide whether the privilege has been properly asserted”; however, “the mere blanket refusal to answer any questions does not (generally) suffice to raise constitutional issues.” E.G., North River Insurance Company, Inc. v. Stefanou, 831 F.2d 484, 487 (4th Cir.1987). **However, “ . . . where (a) court finds that (one) could ‘legitimately refuse to answer essentially all relevant questions’, United States v. Gomez-Rojas, 507 F.2d 1213, 1220 (5th Cir. 1975), because of the threat of incrimination from any relevant questioning is a person totally excused from responding to relevant inquiries”.** See Sec. & Exch. Comm’n v. First Fin. Group, 659 F.2d 660, 668-669 (5th Cir. 1981). In contrast to a “mere blanket refusal to answer any questions”, here subpoena information sought is either irrelevant to the investigation or, if relevant and testimonial inherently by definition subject to the privilege—thereby providing any court reviewing the assertion of the privilege with an adequate “record upon which to decide whether the privilege has been properly asserted.”

In this matter the privilege need not be asserted in person.

6. I have been advised of and understand the consequences of asserting the privilege. **With respect to relevant testimony sought from me individually I hereby assert the privilege.** Accordingly I decline to provide the testimonial “background information” contained in the subpoena that is potentially incriminating/relevant to the investigation (e.g. financial information), and I decline to provide any testimonial background information that is not incriminating/irrelevant to the investigation (e.g. marital status, children’s names, etc.). Also based on the privilege I further decline to provide testimony before the Commission that is potentially incriminating/relevant to the investigation, and

I decline to provide any testimony before the Commission that is not incriminating/irrelevant to the investigation. While a corporate officer cannot refuse to testify on the ground that his testimony might incriminate the corporation, a corporate officer “cannot lawfully be compelled, in the absence of a grant of adequate immunity from prosecution, to condemn himself by his own oral testimony”. Curcio v. United States, 354 U.S. 118, 122, 77 S.Ct. 1145, 1 L.Ed.2d 1225 (1957). In any event I am not nor have been at any relevant time, an officer, director, or employee of Breadstreet.

7. Generally the privilege applies with respect to potentially incriminating testimony, not document production. Notwithstanding the privilege protects a witness from being compelled to disclose the existence of incriminating documents that the Government is unable to describe with reasonable particularity. If the witness produces such documents, pursuant to a grant of immunity, the government may not use them to prepare criminal charges against him. The key to determining whether the act of producing documents and records is testimonial hinges on whether (1) the government can independently confirm their existence and authenticity, and (2) the act of production itself communicates information about the existence, custody, and authenticity of the documents sought. If the government cannot independently confirm the existence and authenticity of the records sought, and if their production communicates information about the record’s existence, custody, and authenticity, the person who is the subject of the subpoena may claim the privilege and refuse to comply. United States v. Hubbell, 430 U.S. 27 (2000). Whether an act of production is sufficiently testimonial to implicate the privilege . . . depends on the government’s knowledge regarding the documents before they are produced.” With its focus on the government’s prior knowledge, the

Ponds court (infra.) examined the breadth of the categories of subpoenaed documents and adopted a “reasonable particularity” test to determine the requisite government knowledge necessary to vitiate the act-of production privilege. The government must show “with reasonable particularity that it has prior knowledge of the existence and location of subpoenaed documents” such that their existence and location would be a “foregone conclusion,” (“mere surrender” vs. a “**fishing expedition**”) rather than testimonial and protectable by the 5th Amendment Privilege against self-incrimination. U.S. v. Ponds, 454 F.3d 313 (D.C. Cir. 2006). However, the custodian of corporate (vs. individual) records may not withhold documents on the grounds that they might incriminate him. Bellis v. U. S. , 417 U. S. 85 (1974). **With respect to documents sought by the subpoena from me individually, I reserve the right to raise applicable Hubbell and Ponds objections.**

8. Without waiving attorney-client privilege with respect to the rest of the document, the March 25, 2011 conflict waiver entered into between John C. Nimmer, Esq., Margarita Damianova, David Kent, John Fortenberry, and Breadstreet provides: “It is further understood and agreed that I may freely convey necessary information provided to me by one client to the other, and that there will be no secrets as between clients unless both of you expressly agree to the contrary.” Nonexclusively pursuant to that provision I have reviewed the correspondences and documents provided to the Commission by Breadstreet on August 24, 2010; October 19, 2010; December 15, 2010; and February 24, 2011, and hereby incorporate these submissions (“previous submissions”) herein by reference thereto. With respect to March 23, 2011 document requests numbers 1 – 15, and 17-23, I

have no other documents in my care, custody, control, or possession beyond those already produced by Breadstreet.

9. With respect to March 23, 2011 document requests 16, 24, and 27 I hereby object in the alternative based on Hubbell/Ponds (supra.), and relevancy. In any respect regarding document request #27 I have not saved past any “diaries, calendars, appointment books and similar records.”
10. March 23, 2011 Document Request No. 25: Documents sufficient to identify all email addresses owned, controlled, or used by you: I object in the alternative based on Hubbell/Ponds (supra), and relevancy. In any event all e-mail addresses used by Breadstreet and its agents with respect to Breadstreet services have previously been disclosed in previous submissions by Breadstreet.
11. March 23, 2011 Document Request No. 26: Documents sufficient to identify all websites owned or controlled by you or through which you provide services to Capital Seekers or Angel Investors: I object based on Hubbell/Ponds (supra). Notwithstanding nonexclusively based on my understanding of subpoena definitions 5 and 6 I believe the answer is “none”.
12. March 23, 2011 Document Request No. 28: For the time period January 1, 2008 to the present, all of your tax returns: Tax returns are “confidential” pursuant to 26 USC 6103 and not (absent certain inapplicable exceptions) subject to a subpoena. Furthermore, as the Internal Revenue Service may not disclose tax returns except pursuant to 26 USC 6103 (absent certain inapplicable exceptions), whether or not I have prepared and filed tax returns, whether or not I have saved any tax returns, and if so their location is not a “foregone conclusion” on behalf of the Commission; accordingly, I object to the

production of tax returns based on Hubbell/Ponds (supra). Finally, Section H (Routine Use of Information) of Form 1662 accompanying the subpoena allows the Commission broad authority in sharing information produced pursuant to the subpoena; Section H exceeds the permissible scope of information sharing of tax returns contained in 26 USC 6103, so I further object based on the excessive scope of Form 1662 Section H.

13. March 23, 2011 Document Request No. 29: All documents relating to any actual, proposed, or contemplated alteration, modification, or destruction of any document responsive to Items 1 – 28, above, including but not limited to any court order, or any corporate policy, practice, or procedure related to the maintenance, preservation, recycling, or destruction of documents: None.
14. April 5, 2011 Document Request No. 1: For the time period of January 1, 2007 to the present, all bank statements for bank accounts in your name, in which you have an interest, and over which you maintain control: Object based on Hubbell/Ponds (supra). Whether or not I have such bank accounts (their existence) and, if so, their location(s) are not a “foregone conclusion”—hence Hubbell/Ponds (supra) applies.
15. While 19(c) of the '33 Act and 21(b) of the '34 Act confer venue with respect to the testimonial aspect of the subpoena on “any place in the United States or any Territory at any designated place of hearing”, **personal jurisdiction in Washington, DC is lacking and hereby objected to.** The question of personal jurisdiction reduces to whether parties have sufficient minimum contacts with the forum such that the maintenance of an action in the forum does not offend “traditional notions of fair play and substantial justice.” See Int’l Shoe Co. v. Washington, 326 U.S. 310, 316 (1945). A forum may assume power over an out-of-state party either by finding specific jurisdiction based on conduct

connected to the matter, or by finding general jurisdiction based on general, more persistent, but unrelated contacts with the forum. See nonexclusively ALS Scan, Inc. v. Digital Serv. Consultants, Inc., 293 F.3d 707, 711 (4th Cir. 2002), cert. denied, 123 S. Ct. 868 (2003). To establish specific jurisdiction, it must be demonstrated that (1) the parties over whom jurisdiction is sought purposefully availed themselves of the privilege of conducting activities in the forum; (2) the “claims” arise out of those activities; and (3) the exercise of personal jurisdiction would be constitutionally “reasonable.” *Id.* At 711-12; See Helicopteros Nacionales de Columbia, S.A. v. Hall, 466 U.S. 408, 414 & n.8 (1984). To establish general jurisdiction, it must be shown that the parties’ contacts with the forum have been “continuous and systematic,” a more demanding standard than is necessary to establish specific jurisdiction.” See Helicopteros, 466 U.S. at 414 & n.9 (1984); ESAB Group, Inc. v. Centricut, Inc., 126 F.3d 617, 622 - 623 (4th Cir. 1997). Upon information and belief there is insufficient evidence in this matter to establish general or specific personal jurisdiction of Washington, DC over me; accordingly, **I further object to appearing in Washington, DC to render testimony based on a lack of personal jurisdiction of that forum over me.**

16. To enforce an administrative subpoena, a court must be satisfied that: (1) the inquiry is being conducted for a legitimate purpose, within the power of Congress to command; (2) the subpoena was issued in accordance with the required administrative procedures; and (3) the information sought is relevant to that legitimate purpose. SEC v. Howatt, 525 F.2d 226, 229 (1st Cir. 1975); See also Arthur Young, 584 F.2d at 1024; SEC v. Brigadoon Scotch Distributing Co., 480 F.2d 1047, 1056 (2d Cir. 1973), cert. denied, 415 U.S. 915 (1974). Once these threshold criteria are met, the burden shifts to the opposing party to

establish that the subpoena is unreasonable. Brigadoon Scotch, 480F.2d at 1056; Arthur Young, 584 F.2d at 1034 n.139. When the Commission's inquiry is legally authorized and the information sought is relevant to the inquiry, the burden of showing unreasonableness "is not easily met." Brigadoon Scotch, 480 F.2d at 1056. The "order to show cause" procedure "is appropriate for a subpoena enforcement proceeding." United States v. Stoltz, 525 F. Supp. 617, 620 (D.D.C. 1981) (Department of Energy subpoena); see also Federal Election Commission v. Committee to Elect Lyndon LaRouche, 613 F.2d 849, 853-62 (D.C. Cir. 1979) (affirming district court's enforcement of Federal Election Commission subpoenas through order to show cause proceeding), cert. denied, 444 U.S. 1074 (1980). Accordingly, in addition to unreasonableness **compliance is also a defense to a show cause enforcement proceeding**. See nonexclusively United States v. Schmidt, 816 F.2d 1477 (10th Cir. 1987). Finally contempt must be willful. See SEC v. Ormont, 739 F.2d 654 (1984); good faith compliance is not willful. Subject to the limitations of the above objections, for the record I believe in good faith I have by searching carefully and thoroughly for everything called for by the subpoena, and by sending same to the Commission through this Affidavit, thereby complied with my obligations under the subpoena.

17. Notwithstanding my foregoing assertion of the privilege, I will consider waiving the privilege with respect to relevant testimony sought from me if provided a suitable grant of immunity, and further accorded the opportunity to provide written questions/answers under oath (See Section 20(a) of the '33 Act and Section 21(a)(1) of the '34 Act). As I do not personally have the financial resources to travel to Washington, DC to render testimony, this reasonable alternative would alleviate the financial hardship in doing so.

18 Further Affidavit would not

(Pages 1 - 11 are hereby incorporated herein by reference.)

Stanley J. Fung
Stanley J. Fung

Subscribed and sworn to on this 11th day of April, 2011.

Ante Gnan
Notary Public

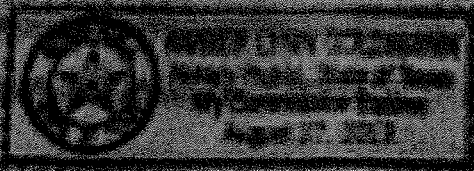


EXHIBIT E



SUBPOENA
UNITED STATES OF AMERICA
SECURITIES AND EXCHANGE COMMISSION

In the Matter of Breadstreet.com, Inc. (File No. HO-11450)

To: Custodian of Records
Premier Investment Fund L.P.
c/o Corporation Service Company
2908 Poston Avenue
Nashville, Tennessee 37203

YOU MUST PRODUCE everything specified in the Attachment to this subpoena to officers of the Securities and Exchange Commission, at the place, date and time specified below.

100 F Street N.E., Washington, D.C. 20549, on July 1, 2011 at 9:30 a.m.

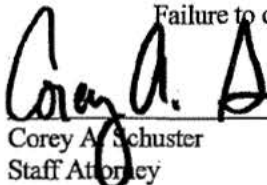
YOU MUST TESTIFY before officers of the Securities and Exchange Commission, at the place, date and time specified below.

100 F Street N.E., Washington, D.C. 20549, on July 1, 2011 at 9:30 a.m.

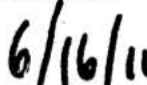
FEDERAL LAW REQUIRES YOU TO COMPLY WITH THIS SUBPOENA.

Failure to comply may subject you to a fine and/or imprisonment.

By:


Corey A. Schuster
Staff Attorney

Date:


June 16, 2011

*I am an officer of the Securities and Exchange Commission authorized to issue subpoenas in this matter. The Securities and Exchange Commission has issued a formal order authorizing this investigation under Section 20(a) of the Securities Act of 1933 and Section 21(a) of the Securities Exchange Act of 1934.

NOTICE TO WITNESS: If you claim a witness fee or mileage, submit this subpoena with the claim voucher.

**ATTACHMENT TO SUBPOENA TO
Premier Investment Fund L.P.
June 16, 2011**

A. Definitions and Instructions

1. As used in this attachment, a reference to a corporation or other business entity includes all subsidiaries, affiliates, divisions, predecessors, successors, shareholders, officers, directors, employees, agents, general partners, limited partners, members, partnerships, aliases, code names, or trade or business names of that corporation or entity.
2. As used in this attachment, the term "Premier" refers to, both individually and collectively, Premier Investment Fund, L.P., and its current and former subsidiaries, affiliates, divisions, predecessors, successors, general partners, limited partners, officers, directors, employees, consultants, representatives, independent contractors, and agents.
3. As used in this attachment, the term "person" shall mean a person, entity, or group of persons or entities.
4. As used in this attachment, the terms "Commission" or "SEC" refer to the U.S. Securities and Exchange Commission, its divisions, offices, and any officials, directors, executives, officers, agents, employees, attorneys, accountants, and any other of its representatives.
5. As used in this attachment, the term "documents" means all preliminary, interim, and final drafts or versions of paper writings, final or finished versions, copies or annotated copies, backup copies, backup logs, electronically or magnetically stored information or data, photographic records or materials, and all other tangible forms of expression or recordation (other than duplicative copies in the possession of an individual), however and by whomever prepared, including, but not limited to, tapes, cassettes, diskettes, disks, computer files (whether or not they have been deleted from file directories), CD-ROMs, DVDs, or other disks, books, notes, memoranda, files, reports, statements, summaries, lists, correspondence, letters, records of oral communications, telephone records, telephone messages and log books, electronic mail, journals, charts, graphs, drawings, calendars, agendas, itineraries, diaries, minutes, resolutions, ledgers, workpapers, worksheets, books of account, journals, audits, accountants' calculations, bills, invoices, receipts, orders, confirmations, studies, schedules, appraisals, analyses, surveys, budgets, forecasts, projections, contracts, assignments, agreements, loan agreements, guarantees, records of collateral, notes and other instruments of indebtedness, diagrams, pamphlets, brochures, exhibits, transcripts, interviews, speeches, depositions, press releases, periodicals, securities account statements, checks and drafts (front and back), deposit slips, debit and credit memoranda, wire confirmations, account statements for

bank, thrift, and money market accounts, telegrams, telexes, facsimiles, wire messages, wire transfers, drafts for money, computer printed or generated materials, microfilm, magnetic tape, microfiche, any electronic media, any magnetic media, any laser media, any other storage device, and any other papers or records.

6. As used in this attachment, the terms "and" and "or" each mean "and/or," and each of the functional words "each," "every," "any," and "all" shall be deemed to include each of the other functional words.
7. As used in this attachment, the term "communication" shall mean and include any contact, formal or informal, whereby information of any nature was transmitted or transferred.
8. As used in this attachment, a communication or document "relating," "related," or that "relates" to any given subject means any communication or document that constitutes, contains, embodies, evidences, reflects, identifies, states, refers to, deals with, bears upon, or is in any way pertinent to that subject, including without limitation, documents concerning the preparation of other documents.
9. The use of the singular form of any word includes the plural and vice versa.
10. Please provide a list of the documents that you produce, indicating in each instance the request to which the document is responsive and identify the person(s) or location from which the document was produced.
11. Documents produced pursuant to this subpoena shall be produced in the order in which they appear in your files and shall not be shuffled or otherwise rearranged. Documents that in their original condition were stapled, clipped, or otherwise fastened together shall be produced in that form.
12. For purposes of this subpoena, to the extent feasible, documents should be produced in a format that is acceptable to this office and as described in the attached document on SEC Data Delivery Standards.
13. If you withhold any document based on a claim of privilege, please provide the following information as to each document: (a) the author(s); (b) the date the document was created; (c) each person who received a copy of the document or was informed of its contents; (d) the person who now has the document or was last known to have it; (e) the general subject matter of the document; and (f) the privilege asserted.
14. No agreement by the Securities and Exchange Commission or its staff purporting to modify, limit, or otherwise vary this subpoena is binding on

the Commission or its staff unless confirmed or acknowledged in writing by the Commission or its staff.

15. Unless otherwise stated, the scope of the production in this subpoena covers the time period of **January 1, 2007 to the present (the "Relevant Period")**.

B. Documents to be Produced

Please produce by **July 1, 2011** the following documents and information in Premier's actual or constructive custody, possession, or control:

1. All documents relating to the establishment of Premier, including, but not limited to, filings with any state authority and limited partnership agreements.
2. All documents relating to the investment objectives or business purposes of Premier.
3. All documents relating to the policies and procedures of Premier, including, but not limited to, procedures manuals, supervisory manuals, and compliance manuals.
4. All documents relating to the management of Premier, including, but not limited to, operating agreements, organizational charts, power of attorney documents, management contracts, employment agreements, and independent contractor agreements.
5. All documents relating to the qualifications of persons authorized to invest on behalf of, or manage the investments of, Premier.
6. All communications with persons who invested in or were solicited to invest in Premier.
7. All documents relating to bank accounts in the name of Premier, used by Premier, or relating to Premier, including, but not limited to, account opening documents, power of attorney documents, periodic and monthly account statements, cancelled checks, wires, transfers, deposits, withdrawals, insufficient fund notices, fees charges, and communications with banks.
8. All documents relating to brokerage accounts in the name of Premier, used by Premier, or relating to Premier, including, but not limited to, account opening documents, power of attorney documents, periodic and monthly account statements, cancelled checks, wires, transfers, deposits, withdrawals, fees charges, and communications with the broker.
9. All documents relating to expenses incurred by or charged to Premier, including, but not limited to, receipts, invoices, credit card statements, expense reports, payment authorizations, payments or reimbursements of expenses, checks, wires, and contracts.

10. All documents relating to any fees charged to Premier, including, but not limited to, all documents relating to Premier incurring such fees and the accounting and payment of such fees.
11. All documents relating to Premier entering into agreements with third-party agents or consultants, including, but not limited to, agreements relating to the management of Premier, investment advisors, auditors, attorneys, accountants, promoters, and telemarketers.
12. All documents relating to the payment of Premier's employees, independent contractors, agents, consultants, representatives, investment advisors, auditors, attorneys, accountants, promoters, telemarketers, and any person authorized to act on behalf of Premier.
13. All documents relating to the offering and marketing of Premier investments, including, but not limited to, registration statements, filings with the Commission, subscription agreements, investor suitability verification forms, business plans, placement memoranda, limited partnership agreements, teasers, term sheets, letters of intent, brochures, seminar materials, presentations, agendas, PowerPoints, communications, and press releases.
14. All communications with persons who Premier solicited, approached, or asked to invest.
15. All documents relating to the ownership structure of Premier, including, but not limited to, schedules of equity ownership, periodic reports, and account statements.
16. All documents relating to Premier borrowing money or incurring obligations.
17. All documents relating to any dividends, distributions, interest payments, or returns of capital made to Premier's General Partners, Limited Partners, equity holders, debt holders, and lenders.
18. All documents relating to any investments made by Premier.
19. All documents relating to any gains or losses on investments made by Premier.
20. All documents relating to the financial status of Premier, including, but not limited to, journal entries, ledgers, unaudited financial statements, audited financial statements, and valuations.
21. For the time period of January 1, 2008 to the present, all documents relating to Premier's tax returns.

22. All documents relating to complaints received by or concerning Premier.
23. All documents relating to any investigation or inquiry into or concerning Premier, including any inquiries by any state or federal agencies or any private entity.
24. All documents produced to any state or federal agency in connection with any investigation or inquiry into or concerning Premier.
25. All documents relating to websites owned or controlled by Premier, including, but not limited to, copies of all such websites.
26. All documents relating to social media portals (including, but not limited to, Facebook, Meetup, MySpace, and the Go Big Network) used by Premier, including, but not limited to, copies of the content posted to such social media portals by or on behalf of Premier.
27. All documents relating to Premier's phone records, including, but not limited to, landlines and mobile phones.
28. All documents relating to any actual, proposed, or contemplated alteration, modification, or destruction of any document responsive to Items 1-27, above, including but not limited to any court order, or any corporate policy, practice, or procedure related to the maintenance, preservation, recycling or destruction of documents.

EXHIBIT F

UNITED STATES OF AMERICA
BEFORE THE SECURITIES AND EXCHANGE COMMISSION

In the Matter of Breadstreet.com, Inc.

HO-11450

DECLARATION OF STANLEY J. FORTENBERRY, GENERAL PARTNER,
PREMIER INVESTMENT FUND, LP

1. My name is Stanley J. Fortenberry. I am the general partner of Premier Investment Fund, LP ("Premier"), a Tennessee limited partnership. I make this Affidavit on behalf of Premier upon first-hand knowledge and under oath in response to the June 16, 2011 subpoena duces tecum ("subpoena") served upon Premier in this matter. These questions include the following:
 1. All documents relating to the establishment of Premier, including, but not limited to, filings with any state authority and limited partnership agreements.
 2. All documents relating to the investment objectives or business purposes of Premier.
 3. All documents relating to the policies and procedures of Premier, including, but not limited to, procedures manuals, supervisory manuals, and compliance manuals.
 4. All documents relating to the management of Premier, including, but not limited to, operating agreements, organizational charts, power of attorney documents, management contracts, employment agreements, and independent contractor agreements.
 5. All documents relating to the qualifications of persons authorized to invest on behalf of, or manage the investments of, Premier.
 6. All communications with persons who invested in or were solicited to invest in Premier.
 7. All documents relating to bank accounts in the name of Premier, used by Premier, or relating to Premier, including, but not limited to, account opening documents, power of attorney documents, periodic and monthly account statements, cancelled checks, wires, transfers, deposits, withdrawals, insufficient fund notices, fees charges, and communications with banks.
 8. All documents relating to brokerage accounts in the name of Premier, used by Premier, or relating to Premier, including, but not limited to, account opening documents, power of attorney documents, periodic and monthly account statements, cancelled checks, wires, transfers, deposits, withdrawals, fees charges, and communications with the broker.

9. All documents relating to expenses incurred by or charged to Premier, including, but not limited to, receipts, invoices, credit card statements, expense reports, payment authorizations, payments or reimbursements of expenses, checks, wires, and contracts.
10. All documents relating to any fees charged to Premier, including, but not limited to, all documents relating to Premier incurring such fees and the accounting and payment of such fees.
11. All documents relating to Premier entering into agreements with third-party agents or consultants, including, but not limited to, agreements relating to the management of Premier, investment advisors, auditors, attorneys, accountants, promoters, and telemarketers.
12. All documents relating to the payment of Premier's employees, independent contractors, agents, consultants, representatives, investment advisors, auditors, attorneys, accountants, promoters, telemarketers, and any person authorized to act on behalf of Premier.
13. All documents relating to the offering and marketing of Premier investments, including, but not limited to, registration statements, filings with the Commission, subscription agreements, investor suitability verification forms, business plans, placement memoranda, limited partnership agreements, teasers, term sheets, letters of intent, brochures, seminar materials, presentations, agendas, PowerPoints, communications, and press releases.
14. All communications with persons who Premier solicited, approached, or asked to invest.
15. All documents relating to the ownership structure of Premier, including, but not limited to, schedules of equity ownership, periodic reports, and account statements.
16. All documents relating to Premier borrowing money or incurring obligations.
17. All documents relating to any dividends, distributions, interest payments, or returns of capital made to Premier's General Partners, Limited Partners, equity holders, debt holders, and lenders.
18. All documents relating to any investments made by Premier.
19. All documents relating to any gains or losses on investments made by Premier.
20. All documents relating to the financial status of Premier, including, but not limited to, journal entries, ledgers, unaudited financial statements, audited financial statements, and valuations.
21. For the time period of January 1, 2008 to the present, all documents relating to Premier's tax returns.

22. All documents relating to complaints received by or concerning Premier.
23. All documents relating to any investigation or inquiry into or concerning Premier, including any inquiries by any state or federal agencies or any private entity.
24. All documents produced to any state or federal agency in connection with any investigation or inquiry into or concerning Premier.
25. All documents relating to websites owned or controlled by Premier, including, but not limited to, copies of all such websites.
26. All documents relating to social media portals (including, but not limited to, Facebook, Meetup, MySpace, and the Go Big Network) used by Premier, including, but not limited to, copies of the content posted to such social media portals by or on behalf of Premier.
27. All documents relating to Premier's phone records, including, but not limited to, landlines and mobile phones.
28. All documents relating to any actual, proposed, or contemplated alteration, modification, or destruction of any document responsive to Items 1-27, above, including but not limited to any court order, or any corporate policy, practice, or procedure related to the maintenance, preservation, recycling or destruction of documents.

2. I understand the September 24, 2010 Order of Investigation in this matter pertains to possible violations by Breadstreet.com, Inc. (“Breadstreet”), its officers, directors, employees, partners, subsidiaries, and/or affiliates of Section 5 of the Securities Act of 1933 (sale of unregistered or nonexempt securities) and Section 15(a) of the Securities and Exchange Act of 1934 (unregistered broker activities). I define “affiliate” as the Commission does to mean “a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.” See nonexclusively SEC Reg. D, Rule 501(b). “ ‘Control’ means the power to direct the management and policies of the company in question, whether through the ownership of voting securities, by contract, or otherwise.” See nonexclusively SEC Rule 144. I therefore understand the purpose of the investigation to be possible violations of Section 5 of the ’33 Act and Section 15(a) of the ’34 Act by Breadstreet, agents of Breadstreet under Breadstreet’s control, or those otherwise having control of Breadstreet, which is the relevant scope of the Commission’s investigation. See “Responding to SEC Subpoenas: Cooperation Through Credible Assurances of Complete Production”, Gorman, Thomas O., Defense Counsel Journal, Vol. 73, p. 107, April 2006 (“the documents and information sought must be relevant to the legitimate purpose stated in the formal order of investigation and within the possession, custody, and control of the person to whom the subpoena is addressed. Relevance is a function of the purpose of the investigation as stated in the formal order.”—legal citations in article are footnotes 22 and 23 thereto); see also Arthur Young, 584 F.2d 1018 (D.C. Cir. 1978). Information is

reasonably relevant to an investigation when "not plainly incompetent or irrelevant to any lawful purpose." See nonexclusively Arthur Young, supra.

3. As I stated in my personal Affidavit dated April 19, 2011 in this matter (Par. 6), "I am not nor have been at any relevant time, an officer, director, or employee of Breadstreet." Neither is or at any time has Premier been an "officer, director, employee, partner, subsidiary, or affiliate" of Breadstreet. There is no common "control" between Breadstreet and Premier. Accordingly I object to all questions in the subpoena based on relevance.
4. With respect to subpoena questions 11 and 12, in so far as those questions seek to elicit information pertaining to Premier attorneys, I further object to those based on attorney-client privilege.
5. Subpoena question 21 seeks Premier tax return information. Tax returns are "confidential" pursuant to 26 USC 6103 and not (absent certain inapplicable exceptions) subject to a subpoena. Section H (Routine Use of Information) of Form 1662 accompanying the subpoena allows the Commission broad authority in sharing information produced pursuant to the subpoena; Section H exceeds the permissible scope of information sharing of tax returns contained in 26 USC 6103, so I further object based on the excessive scope of Form 1662 Section H, and 26 USC 6103.
6. I further object to any requirement for a Premier agent to testify before the Commission offices in Washington, DC. While 19(c) of the '33 Act and 21(b) of the '34 Act confer venue with respect to the testimonial aspect of the subpoena on "any place in the United States or any Territory at any designated place of hearing", **personal jurisdiction in Washington, DC is lacking and hereby objected to.** The question of personal

jurisdiction reduces to whether parties have sufficient minimum contacts with the forum such that the maintenance of an action in the forum does not offend “traditional notions of fair play and substantial justice.” See Int’l Shoe Co. v. Washington, 326 U.S. 310, 316 (1945). A forum may assume power over an out-of-state party either by finding specific jurisdiction based on conduct connected to the matter, or by finding general jurisdiction based on general, more persistent, but unrelated contacts with the forum. See nonexclusively ALS Scan, Inc. v. Digital Serv. Consultants, Inc., 293 F.3d 707, 711 (4th Cir. 2002), cert. denied, 123 S. Ct. 868 (2003). To establish specific jurisdiction, it must be demonstrated that (1) the parties over whom jurisdiction is sought purposefully availed themselves of the privilege of conducting activities in the forum; (2) the “claims” arise out of those activities; and (3) the exercise of personal jurisdiction would be constitutionally “reasonable.” *Id.* At 711-12; See Helicopteros Nacionales de Columbia, S.A. v. Hall, 466 U.S. 408, 414 & n.8 (1984). To establish general jurisdiction, it must be shown that the parties’ contacts with the forum have been “continuous and systematic,” a more demanding standard than is necessary to establish specific jurisdiction.” See Helicopteros, 466 U.S. at 414 & n.9 (1984); ESAB Group, Inc. v. Centricut, Inc., 126 F.3d 617, 622 - 623 (4th Cir. 1997). Upon information and belief there is insufficient evidence in this matter to establish general or specific personal jurisdiction of Washington, DC over Premier.

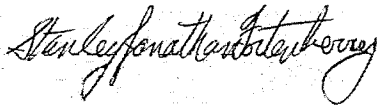
7. Notwithstanding and without waiving the foregoing objections, Premier has never contacted investors with respect to offerings but its own. There is no implication of Section 15(a) of the '34 Act. The Commission is aware of Premier’s existing offering pursuant to the SEC Reg. D/Rule 506/accredited investor only exemption from Section 5

of the '33 Act. A Form D was filed with the Commission on August 10, 2010 for that offering. Upon information and belief the Commission has already contacted the only two existing investors of Premier besides myself, and been provided with a copy of their subscription and limited partnership agreements. Therein, limited partners represent both their accredited investor status, and that they had "a substantial preexisting relationship with the Company, its agents, or parties with whom the Company has directly and/or in privity of contract contracted to obtain investor leads; that the undersigned was first contacted by the Company and first made aware of this offering at least 30 days after establishment of the preexisting relationship." See nonexclusively H.B. Shaine & Co., Inc., No Action Letter dated May 1, 1987; E.F. Hutton, SEC No-Action Letter (Dec. 3, 1985); and Lamp Technologies, Inc., SEC No Action Letter dated May 29, 1997. Premier investors have not been solicited by means of any "general solicitation or advertisement". See SEC Reg. D, Rule 502(c). In addition to the lack of connection between Breadstreet and Premier, there is no evidence whatsoever supportive of any violation by Premier of the federal securities laws to justify the issuance of the subpoena to Premier

8. With respect to the above referenced Premier responses I further certify that said responses are based on true copies of records that were:
 - A. Made at or near the time of the occurrence of the matters set forth therein, by, or from information transmitted by, a person with knowledge of those matters;
 - B. Kept in the course of regularly conducted business activity; and
 - C. Made by the regularly conducted activity as a regular practice.

9. Based on the above and in light of the foregoing objections, I believe Premier has met its obligations under the June 16, 2011 subpoena duces tecums by searching carefully for everything called for by same, and sending it all to the Commission.
10. Further Declarant sayeth not.
11. Pursuant to 28 USC 1746 the undersigned hereby declares, certifies, verifies, and states under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of her knowledge.

(Pages 1 – 7 are incorporated herein by reference.)



X _____
Stanley J. Fortenberry, General Partner
Premier Investment Fund, LP

Dated this 28 day of June, 2011.

EXHIBIT G

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

U.S. Securities and Exchange Commission,

Movant,

v.

Stanley J. Fortenberry, et al.,

Respondents.

Misc. Action No. 11-mc-00671 (RLW)

ORDER TO SHOW CAUSE

The Applicant, United States Securities and Exchange Commission (the “Commission”), having filed an Application for an Order to Show Cause and for an Order Requiring Compliance with Subpoenas, accompanied by a supporting Memorandum of Points and Authorities and a Declaration of Corey Schuster, and the Court having considered the Application with supporting papers, and good cause having been shown, it is hereby,

ORDERED, that each of Stanley J. Fortenberry, David Kent, Margarita Damianova, and Premier Investment Fund, L.P. (the “Respondents”) appear on **October 4, 2012, at 11:00 AM** before Judge Robert L. Wilkins at the United States District Court for the District of Columbia, 333 Constitution Avenue, NW, Washington, DC, 20001, **courtroom 27A**, to show cause, if there be any, why they should not be ordered by this Court to produce documents and/or appear for testimony (as applicable) pursuant to the Commission’s administrative subpoenas served on them by the Commission in connection with the investigation styled, *In the Matter of Breadstreet.com, Inc.*, SEC File No. HO-11450;

IT IS FURTHER ORDERED that this Order, together with copies of the Application for Order to Show Cause and Order Requiring Compliance with Subpoenas, Memorandum of Points and Authorities and a Declaration of Corey Schuster, and the proposed Order Requiring Compliance with Subpoenas be served upon the Respondents by representatives of the Commission by overnight mail, facsimile or electronic mail delivery upon their counsel, **no later than August 24, 2012**; and

IT IS FURTHER ORDERED that **no later than September 10, 2012**, the Respondents shall deliver to the Commission by (i) overnight courier service or (ii) electronic mail or facsimile with simultaneous U.S. mailing, and file with the Court, any statement of points and authorities and other papers in opposition to the Application; and

IT IS FURTHER ORDERED that **no later than September 17, 2012**, the Commission shall deliver to the Respondents by (i) overnight courier service or (ii) electronic mail or facsimile with simultaneous U.S. mailing, and file with the Court, any reply papers in further support of the Application.

SO ORDERED.
Date: August 22, 2012



Digitally signed by Judge Robert L. Wilkins
DN: cn=Judge Robert L. Wilkins, o=U.S. District Court, ou=Chambers of Honorable Robert L. Wilkins, email=RW@dc.uscourts.gov, c=US
Date: 2012.08.22 11:33:09 -0400

ROBERT L. WILKINS
United States District Judge

EXHIBIT H

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

U.S. Securities and Exchange Commission, Misc. Action No. 11-mc-00671 (RLW)

Movant,

Vs.

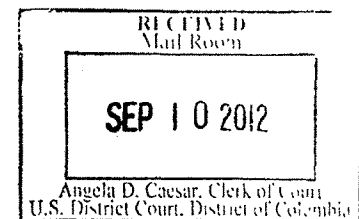
Stanley J. Fortenberry,
David J. Kent, Jr.,
Margarita Damianova, and
Premier Investment Fund, L.P.

JOINT AND VERIFIED
MOTION TO DISMISS FOR LACK
OF PERSONAL JURISDICTION/
MOTION TO CHANGE VENUE/
MOTION TO CONTINUE

Respondents.

Comes now the Respondents, each and individually pro se, and jointly move the Court for an Order dismissing the Commission's Application for an Order to Show Cause for lack of personal jurisdiction of the forum over each of them, and in the alternative move the Court for a change of venue to this matter to the United States District Court for the Northern District of Texas.

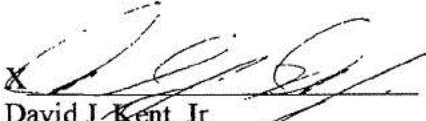
Pending resolution of these motions, Respondents move the Court to continue the deadline and hearing dates in the Court's August 22, 2012 Order to Show Cause. In support of their motions, Respondents hereby upon first-hand knowledge and under oath adopt, attach and incorporate herein Exhibit "A"—Respondent's Memorandum and Points of Authority in Support of Respondents' Joint and Verified Motion to Dismiss for Lack of Personal Jurisdiction, Motion to Change Venue, and Motion to Continue.



Pursuant to 28 USC 1746 the undersigned persons each and individually hereby declare, certify, verify, and state under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of their knowledge.

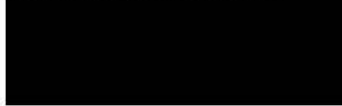
Dated this 6th day of September, 2012.

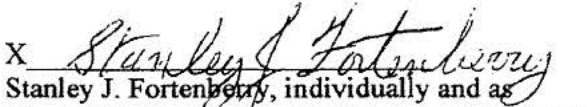
Respectfully Submitted,

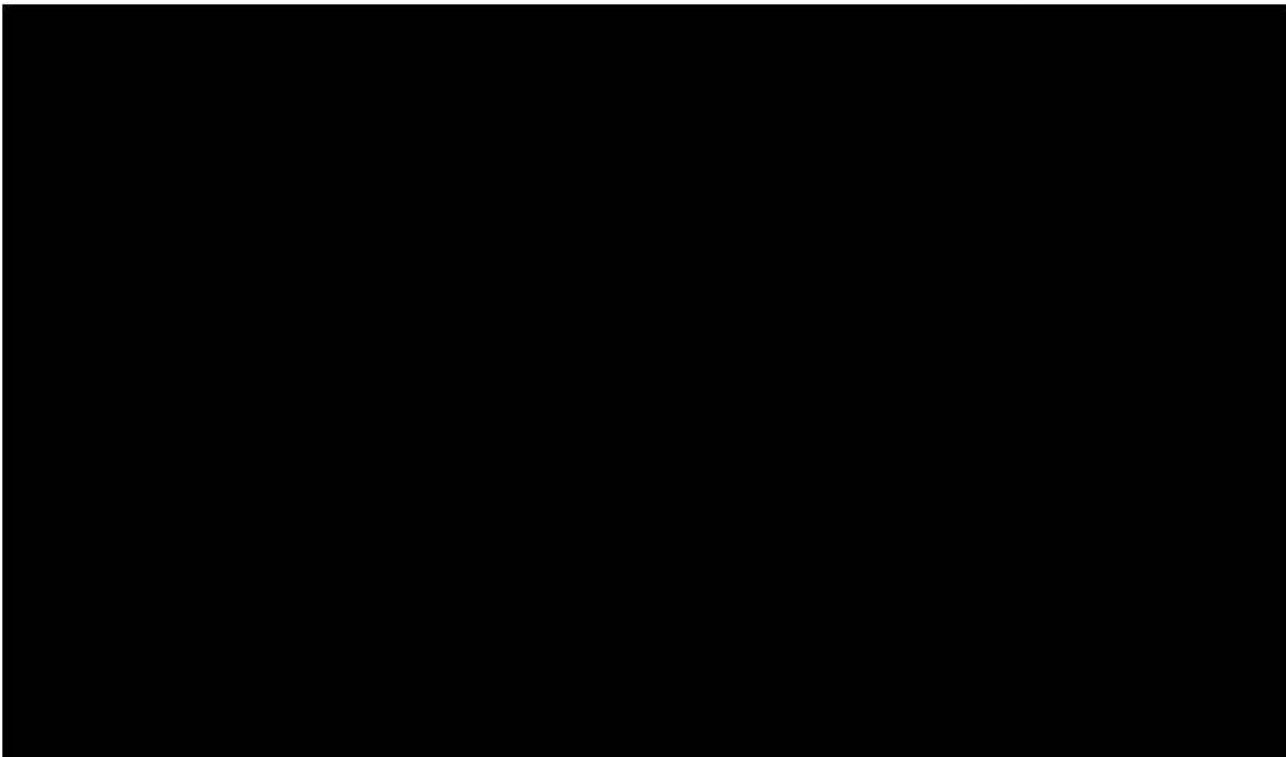
X 
David J. Kent, Jr.



X 
Margarita Damianova



X 
Stanley J. Fortenberry, individually and as
General Partner of Premier Investment Fund, LP



UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

U.S. Securities and Exchange Commission, Misc. Action No. 11-mc-00671 (RLW)

Movant,

Vs.

EXHIBIT "A"

Stanley J. Fortenberry,
David J. Kent, Jr.,
Margarita Damianova, and
Premier Investment Fund, L.P.

Respondents.

MEMORANDUM AND POINTS OF AUTHORITY IN SUPPORT OF RESPONDENTS'
JOINT AND VERIFIED MOTION TO DISMISS FOR LACK OF PERSONAL
JURISDICTION, MOTION TO CHANGE VENUE, AND MOTION TO CONTINUE

Comes now the Respondents, each and individually pro se, and jointly move the Court for an Order dismissing the Commission's Application for an Order to Show Cause for lack of personal jurisdiction of the forum over each of them, and in the alternative move the Court for a change of venue to this matter to the United States District Court for the Northern District of Texas.

Pending resolution of these motions, Respondents move the Court to continue the deadline and hearing dates in the Court's August 22, 2012 Order to Show Cause. In support of their motions, Respondents upon first-hand knowledge and under oath allege, state, and argue as follows:

Respondents incorporate herein by reference Court filings 1-6 (served upon each of us by the Commission with court file stamps), inclusive of sub-filings/exhibits thereto. The Commission has alleged in its September 24, 2010 Order of Investigation (SEC File No. HO-11450; this Court's Filing Doc. 3-1) alleged violations by Breadstreet.com, Inc. and agents of Sections 5(a) and (c) of the Securities Act of 1933 (sale of unregistered securities), and Section 15(a) of the Securities and Exchange Act of 1934 (unlicensed broker activities). Both prior to

and after the Order of Investigation, the SEC made numerous informal and formal information requests of Breadstreet.com, Inc., all of which were complied with.

The Commission then issued individual subpoenas for documents upon each of the Respondents (Fortenberry, Kent, and Damianova on March 23, 2011; Premier---a limited partnership in which Fortenberry is general partner on June 16, 2011), which were filed by the Commission with the Court on December 14, 2011. The Respondents each responded to the Commission subpoenas, raising several objections therein (individual responses on or about April 12, 2011; Premier response on or about June 29, 2011). All individual responses have been submitted to the Court by the Commission as follows: Fortenberry Doc. 3-8; Kent Doc.3-9; Damianova Doc. 3-10; Premier Doc. 3-12.

The individual subpoenas (See Doc. 3) each required the Respondents to appear and render testimony at the Commission's offices in Washington, DC. While making certain objections in their individual subpoena responses, Respondents did not generally object to the subject matter of the Commission to conduct its investigation. However, Respondents' subpoena responses objected to personal jurisdiction over each of them in the District of Columbia. With respect to personal jurisdiction each Respondent essentially proffered the following in their declaratory responses to the Commission:

"While 19(c) of the '33 Act and 21(b) of the '34 Act confer venue with respect to the testimonial aspect of the subpoena on —any place in the United States or any Territory at any designated place of hearing, **personal jurisdiction in Washington, DC is lacking and hereby objected to.** The question of personal jurisdiction reduces to whether parties have sufficient minimum contacts with the forum such that the maintenance of an action in the forum does not offend —traditional notions of fair play and substantial justice. See Int'l Shoe Co. v.

Washington, 326 U.S. 310, 316 (1945). A forum may assume power over an out-of-state party either by finding specific jurisdiction based on conduct connected to the matter, or by finding general jurisdiction based on general, more persistent, but unrelated contacts with the forum. See nonexclusively ALS Scan, Inc. v. Digital Serv. Consultants, Inc., 293 F.3d 707, 711 (4th Cir. 2002), cert. denied, 123 S. Ct. 868 (2003). To establish specific jurisdiction, it must be demonstrated that (1) the parties over whom jurisdiction is sought purposefully availed themselves of the privilege of conducting activities in the forum; (2) the claims arise out of those activities; and (3) the exercise of personal jurisdiction would be constitutionally reasonable. *Id.* At 711-12; See Helicopteros Nacionales de Columbia, S.A. v. Hall, 466 U.S. 408, 414 & n.8 (1984). To establish general jurisdiction, it must be shown that the parties' contacts with the forum have been continuous and systematic, a more demanding standard than is necessary to establish specific jurisdiction. See Helicopteros, 466 U.S. at 414 & n.9 (1984); ESAB Group, Inc. v. Centricut, Inc., 126 F.3d 617, 622 - 623 (4th Cir. 1997). Upon information and belief there is insufficient evidence in this matter to establish general or specific personal jurisdiction of Washington, DC over me; accordingly, **I further object to appearing in Washington, DC to render testimony based on a lack of personal jurisdiction of that forum over me. . . . I do not personally have the financial resources to travel to Washington, DC to render testimony.**"

As recently admitted by the Commission's counsel in this matter, Mark Lanpher, Esq. (see Memorandum of Points and Authorities in Support of Application for Order to Show Cause and Order Requiring Compliance with a Subpoena, US Securities and Exchange Commission v. Deloitte Touche Tohmatsu, CPA Ltd., 11-0512 GK/DAR, United Dist. Ct. for the Dist. of Columbia), "It is well recognized that "the Securities Exchange Act permits the exercise of personal jurisdiction to the limits of the Due Process Clause of the Fifth Amendment." SEC v.

Knowles, 87 F.3d 413, 417 (10th Cir. 1996); SEC v. Unifund SAL, 910 F.2d 1028, 1033 (2d Cir. 1990); accord Busch v. Buchman, Buchman & O'Brien, 11 F.3d 1255, 1258 (5th Cir. 1994); SEC v. Compania Internacional Financiera S.A., No. 11 Civ. 4904, 2011 WL 3251813, at *4 (S.D.N.Y. July 29, 2011); SEC v. Lines Overseas Mgt., Ltd., No. 04-302, 2007 WL 581909, at *2 (D.D.C. Feb. 21, 2007). Under the Due Process Clause of the Fifth Amendment, personal jurisdiction over a party exists as long as that party has sufficient "minimum contacts" with the jurisdiction. International Shoe Co. v. Washington, 326 U.S. 310, 316 (1945). The exercise of jurisdiction must not "offend 'traditional notions of fair play and substantial justice.'" *Id.* (quoting Milliken v. Meyer, 311 U.S. 457, 463 (1940)). Put differently, the party's activities within the jurisdiction must render it foreseeable that the party should reasonably anticipate being hailed into the forum court. World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 297 (1980).” **While venue is proper in any United States District Court for the Commission to enforce its subpoena power, the Commission has admitted to this district court that minimum contacts are required to confer personal jurisdiction on a forum.**

As discussed above Respondents have raised their objection to personal jurisdiction of the District of Columbia over each of them in their declaratory subpoena responses, so doing so now is nothing new. Nothing in the Commission's filings with this Court demonstrate facts evidencing minimum contacts by any of the Respondents with the District of Columbia--- whether supportive of general or specific personal jurisdiction. Furthermore each Respondent hereby reasserts his, her, and its financial inability to personally travel to the District of Columbia for a show cause hearing, or to retain local DC counsel for this purpose. As a result of filing the instant motions pro se, the Respondents beg the Court for leniency with respect to any inadvertent procedural error made on their parts.

Accordingly each Respondent hereby moves the Court for an Order dismissing the Commission's Application for an Order to Show Cause against each of them. In the alternative in the interest of justice and for the convenience of the parties Respondents move the Court to transfer this matter to the United States District Court for the Northern District of Texas—comprising Respondents' residences in San Angelo, Texas—the district where the majority of witnesses (i.e., the Respondents) and documents sought by the Commission are. Pending the Court's resolution of the instant Motion to Dismiss for Lack of Personal Jurisdiction and alternative Motion to Change Venue, each Respondent hereby moves the Court for an Order continuing the September 10, 2012 deadline for filing papers with the Court in opposition to the Commission's Application, and continuing the October, 4 2012 hearing date on the Commission's Application.

Respectfully submitted,
Jointly by Respondents.

EXHIBIT I

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

U.S. Securities and Exchange Commission)	
)	
Movant,)	
)	
-v.-)	MISC. Action No. 11-mc-00671 (RLW)
)	
Stanley J. Fortenberry, et al.,)	
)	
Respondents.)	

**ORDER REQUIRING COMPLIANCE WITH
SUBPOENAS ISSUED BY THE SECURITIES AND EXCHANGE COMMISSION**

The Applicant, United States Securities and Exchange Commission (the "Commission"), having filed an Application for an Order Requiring Compliance with Subpoenas, accompanied by a supporting Memorandum of Points and Authorities and a Declaration of Corey Schuster, and the Court having considered the Application with supporting papers and the opposition papers filed by Stanley J. Fortenberry, David Kent, Margarita Damianova, and Premier Investment Fund, L.P. (the "Respondents"), and good cause having been shown, it is hereby,

ORDERED, that the Commission's Application for an Order Requiring Compliance with Subpoenas is GRANTED and Respondents shall fully comply with the Commission's administrative subpoenas (the "Subpoenas") served on them by the Commission in connection with the investigation styled, *In the Matter of Breadstreet.com, Inc.*, SEC File No. HO-11450, by producing to the Commission any and all documents within their possession, custody, or control responsive to the Subpoenas on or before October 18, 2012, and appearing for testimony;

IT IS FURTHER ORDERED that Stanley J. Fortenberry, individually and as the duly-authorized representative of Respondent Premier Investment Fund, L.P., shall appear for

testimony on October 31, 2012 at 9:00 a.m. at the Commission's offices at 100 F. Street, N.E., Washington, DC 20549;

IT IS FURTHER ORDERED that Margarita Damianova shall appear for testimony on November 1, 2012 at 9:00 a.m. at the Commission's offices at 100 F. Street, N.E., Washington, DC 20549;

IT IS FURTHER ORDERED that David Kent shall appear for testimony on November 2, 2012 at 9:00 a.m. at the Commission's offices at 100 F. Street, N.E., Washington, DC 20549; and

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for all purposes as necessary and appropriate to insure compliance with this Order.

SO ORDERED.

Date: October 5, 2012



Digitally signed by Judge Robert L. Wilkins
DN: cn=Judge Robert L. Wilkins,
o=U.S. District Court, ou=Chambers
of Honorable Robert L. Wilkins,
email=RW@dc.uscourts.gov, c=US
Date: 2012.10.05 10:34:22 -04'00'

ROBERT L. WILKINS
United States District Judge

EXHIBIT J



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
100 F. Street, NE
Washington, DC 20549

COREY A. SCHUSTER
Senior Counsel
Division of Enforcement

Telephone: (202) 551-4745
Facsimile: (202) 772-9231
schusterc@sec.gov

November 8, 2012

VIA EMAIL AND UPS

Mr. John C. Nimmer
Nimmer Law Office
9958 West Center Road
Omaha, Nebraska 68124-1959
law@nimmer.omhcoxmail.com

Re: *SEC v. Fortenberry, et al.*, Misc. Action No. 11-mc-00671 (RLW) (D.D.C.)

Dear Mr. Nimmer:

Despite our repeated correspondence to you and your clients, Stanley Jonathan Fortenberry and Premier Investment Fund, L.P. ("Premier") remain in noncompliance with the subpoenas and order of the Court to produce documents. The Court ordered all responsive documents produced no later than October 18, 2012. Mr. Fortenberry failed to abide by this deadline by producing numerous documents within his or Premier's possession on the eve of his November 1, 2012 testimony. Moreover, during testimony, Mr. Fortenberry admitted that he failed to search for and produce all responsive documents. This is troubling conduct given Judge Wilkins's direct admonitions to your clients during the hearing, as well as my October 23, 2012 correspondence to you. Below is a list of some of the problems with Mr. Fortenberry's productions for Premier and himself.

- Despite receiving subpoenas as early as March 2011 (personally) and June 2011 (Premier), Mr. Fortenberry admitted to failing to preserve responsive emails within his possession. It appears that thousands of responsive emails that pre-date February 2012 were deleted within the [REDACTED] account as a result of Mr. Fortenberry's neglect or, perhaps, willful action. Moreover, Mr. Fortenberry failed to preserve and produce documents within certain premierinvestmentfund.com email accounts.
- Mr. Fortenberry admitted deleting text messages concerning Premier after the date of the subpoenas.

Mr. John C. Nimmer

November 8, 2012

Page 2

- Mr. Fortenberry admitted that over 700 megabytes of email remain unproduced from at least one email account. As we have told you and Mr. Fortenberry before, “the production of login information is inappropriate and not a substitute for producing responsive documents.”
- Mr. Fortenberry conceded during testimony that he produced documents that he believed were representative of other documents, but decided not to produce these other documents. This is disturbing given that I previously advised you and Mr. Fortenberry of this problem.
- Mr. Fortenberry failed to produce a single tax return despite informing us that at least one tax return had been filed with the Internal Revenue Service.
- Mr. Fortenberry failed to produce his personal bank account statements and Premier’s account opening documents, cancelled checks, wires, transfers, deposit slips, and deposited checks. He also never produced numerous documents within his control relating to payments made by Premier, such as credit card statements or other receipts relating to payments made by Premier.
- Mr. Fortenberry said privilege was assumed and claimed for any documents relating to you, but Mr. Fortenberry has not produced a privilege log, as specifically requested in the subpoenas. Moreover, Mr. Fortenberry stated that certain of your dealings pertain to business activities unrelated to legal advice provided to Mr. Fortenberry or Premier. As you should know, a privilege does not attach to every document that you author or receive merely because of the fact that you are an attorney. The privilege protects confidential communications concerning *legal* advice between an attorney and client that do not further a fraud or crime and that are kept confidential by the client. It is entirely unclear what privilege would attach to your *business* dealings with Mr. Fortenberry and Premier.

By this letter, the staff is not attempting to identify all documents your clients are required to produce, or to address all of the areas where your clients failed to make an appropriate effort to locate and produce documents. It is not the responsibility of the staff to identify responsive documents that your clients must produce. Instead, this letter is intended to highlight some of the obvious deficiencies with your clients’ productions.

While the staff is willing to accept some productions via email, Mr. Fortenberry cannot produce all documents by email when the size of the files exceeds a reasonable capacity to transmit them by email and overloads inboxes. Mr. Fortenberry’s repeated sending of emails ranging in size from four megabytes to over 13 megabytes, with as little as one to seven files attached to each email, is unacceptable. Sending a disc, thumb drive, hard drive, or some other form of widely-used storage media is the standard method of producing electronic documents.

Mr. John C. Nimmer

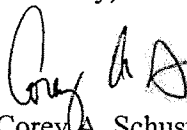
November 8, 2012

Page 3

Mr. Fortenberry was given sufficient time to produce the documents in a standard format by the court-ordered deadline.

The staff seeks to resolve these production-related issues without involvement of the Court, but you and your clients' failure to resolve the issues is making it exceedingly difficult. Mr. Fortenberry must produce by November 15, 2012 all of the responsive documents and, for documents withheld on a claim of privilege, a log that complies with the instructions to the subpoenas. Because of the production issues, the staff may need Mr. Fortenberry, and possibly your other clients, to appear for testimony again. Please let me know if you have any questions and if your clients will comply.

Sincerely,

A handwritten signature in black ink, appearing to read "Corey A. Schuster", with a long horizontal line extending to the right.

Corey A. Schuster
Senior Counsel

cc: Stephan Schlegelmilch
Michael Baker
Stanley J. Fortenberry

EXHIBIT K



SUBPOENA
UNITED STATES OF AMERICA
SECURITIES AND EXCHANGE COMMISSION

In the Matter of Breadstreet.com, Inc. (File No. HO-11450)

To: Stanley J. Fortenberry
c/o John C. Nimmer, Esq.
Law Office of John C. Nimmer
9958 West Center Road
Omaha, NE 68124-1959

YOU MUST PRODUCE everything specified in the Attachment to this subpoena to officers of the Securities and Exchange Commission, at the place, date and time specified below.

100 F Street N.E., Washington, D.C. 20549, on March 12, 2013 at 9:30 a.m.

YOU MUST TESTIFY before officers of the Securities and Exchange Commission, at the place, date and time specified below.

100 F Street N.E., Washington, D.C. 20549, on March 12, 2013 at 9:30 a.m.

FEDERAL LAW REQUIRES YOU TO COMPLY WITH THIS SUBPOENA.

Failure to comply may subject you to a fine and/or imprisonment.

By: _____

Corey A. Schuster
Corey A. Schuster
Staff Attorney

Date: _____

2/25/13

*I am an officer of the Securities and Exchange Commission authorized to issue subpoenas in this matter. The Securities and Exchange Commission has issued a formal order authorizing this investigation under Section 20(a) of the Securities Act of 1933 and Section 21(a) of the Securities Exchange Act of 1934.

NOTICE TO WITNESS: If you claim a witness fee or mileage, submit this subpoena with the claim voucher.

**ATTACHMENT TO SUBPOENA TO
Stanley J. Fortenberry
February 25, 2013**

A. Definitions and Instructions

1. As used in this attachment, a reference to a corporation or other business entity includes all subsidiaries, affiliates, divisions, predecessors, successors, shareholders, officers, directors, employees, agents, general partners, limited partners, members, partnerships, aliases, code names, or trade or business names of that corporation or entity.
2. As used in this attachment, the term "First Choice Energy" refers to, both individually and collectively, First Choice Energy Partners, L.P. and First Choice Energy Partners, and their current and former subsidiaries, affiliates, divisions, predecessors, successors, general partners, limited partners, members, officers, directors, employees, consultants, representatives, independent contractors, and agents.
3. As used in this attachment, the term "Jordan Gitterman" refers to Jordan S. Gitterman, who also is the Vice President and Managing Partner of Ranchers Exploration, and his current and former consultants, representatives, independent contractors, agents, and any other person or entity through which Jordan S. Gitterman conducts or has conducted his affairs
4. As used in this attachment, the term "Premier" refers to, both individually and collectively, Premier Investment Fund, L.P., and its current and former subsidiaries, affiliates, divisions, predecessors, successors, general partners, limited partners, members, officers, directors, employees, consultants, representatives, independent contractors, and agents.
5. As used in this attachment, the term "Provide Energy" refers to, both individually and collectively, Provide Energy LLC and its current and former subsidiaries, affiliates, divisions, predecessors, successors, general partners, limited partners, members, officers, directors, employees, consultants, representatives, independent contractors, and agents.
6. As used in this attachment, the term "Ranchers Exploration Partners" refers to, both individually and collectively, Ranchers Exploration Partners, LLC and its current and former subsidiaries, affiliates, divisions, predecessors, successors, general partners, limited partners, members, officers, directors, employees, consultants, representatives, independent contractors, and agents.
7. As used in this attachment, the term "Mike Ward" refers to Mike Ward, who also is the President, COO, and Managing Partner of Ranchers Exploration, and his current and former consultants, representatives, independent contractors,

agents, and any other person or entity through which Mike Ward conducts or has conducted his affairs

8. As used in this attachment, the terms “you” and “your” refer to, both individually and collectively, Stanley J. Fortenberry and his current and former consultants, representatives, independent contractors, agents, and any other person or entity through which Stanley J. Fortenberry conducts or has conducted his affairs.
9. As used in this attachment, the term “person” shall mean a person, entity, or group of persons or entities.
10. As used in this attachment, the terms “Commission” or “SEC” refer to the U.S. Securities and Exchange Commission, its divisions, offices, and any officials, directors, executives, officers, agents, employees, attorneys, accountants, and any other of its representatives.
11. As used in this attachment, the term “documents” means all preliminary, interim, and final drafts or versions of paper writings, final or finished versions, copies or annotated copies, backup copies, backup logs, electronically or magnetically stored information or data, photographic records or materials, and all other tangible forms of expression or recordation (other than duplicative copies in the possession of an individual), however and by whomever prepared, including, but not limited to, tapes, cassettes, diskettes, disks, computer files (whether or not they have been deleted from file directories), CD-ROMs, DVDs, or other disks, books, notes, memoranda, files, reports, statements, summaries, lists, correspondence, letters, records of oral communications, telephone records, telephone messages and log books, electronic mail, text messages, journals, charts, graphs, drawings, calendars, agendas, itineraries, diaries, minutes, resolutions, ledgers, workpapers, worksheets, books of account, journals, audits, accountants’ calculations, bills, invoices, receipts, orders, confirmations, studies, schedules, appraisals, analyses, surveys, budgets, forecasts, projections, contracts, assignments, agreements, loan agreements, guarantees, records of collateral, notes and other instruments of indebtedness, diagrams, pamphlets, brochures, exhibits, transcripts, interviews, speeches, depositions, press releases, periodicals, securities account statements, checks and drafts (front and back), deposit slips, debit and credit memoranda, wire confirmations, account statements for bank, thrift, and money market accounts, telegrams, telexes, facsimiles, wire messages, wire transfers, drafts for money, computer printed or generated materials, microfilm, magnetic tape, microfiche, any electronic media, any magnetic media, any laser media, any other storage device, and any other papers or records.
12. As used in this attachment, the terms “and” and “or” each mean “and/or,” and each of the functional words “each,” “every,” “any,” and “all” shall be deemed to include each of the other functional words.

13. As used in this attachment, the term "communication" shall mean and include any contact, formal or informal, whereby information of any nature was transmitted or transferred.
14. As used in this attachment, a communication or document "relating," "related," or that "relates" to any given subject means any communication or document that constitutes, contains, embodies, evidences, reflects, identifies, states, refers to, deals with, bears upon, or is in any way pertinent to that subject, including without limitation, documents concerning the preparation of other documents.
15. The use of the singular form of any word includes the plural and vice versa.
16. Please provide a list of the documents that you produce, indicating in each instance the request to which the document is responsive and identify the person(s) or location from which the document was produced.
17. Documents produced pursuant to this subpoena shall be produced in the order in which they appear in your files and shall not be shuffled or otherwise rearranged. Documents that in their original condition were stapled, clipped, or otherwise fastened together shall be produced in that form.
18. For purposes of this subpoena, to the extent feasible, documents should be produced in a format that is acceptable to this office and as described in the attached document on SEC Data Delivery Standards.
19. If you withhold any document based on a claim of privilege, please provide the following information as to each document: (a) the author(s); (b) the date the document was created; (c) each person who received a copy of the document or was informed of its contents; (d) the person who now has the document or was last known to have it; (e) the general subject matter of the document; and (f) the privilege asserted.
20. No agreement by the Securities and Exchange Commission or its staff purporting to modify, limit, or otherwise vary this subpoena is binding on the Commission or its staff unless confirmed or acknowledged in writing by the Commission or its staff.
21. Unless otherwise stated, the scope of the production in this subpoena covers the time period of **January 1, 2007 to the present (the "Relevant Period")**.

B. Documents to be Produced

Produce by **March 12, 2013** the following documents and information in your actual or constructive custody, possession, or control:

1. All documents relating First Choice Energy Partners.
2. All documents relating to Ranchers Exploration Partners.
3. All documents relating to Provide Energy.
4. All documents relating to you soliciting persons to invest in any oil and gas investments.
5. All documents relating to persons who invested in any oil and gas investments after you contacted them about such investment opportunity.
6. For the time period from your last production to the present, all documents relating to your bank accounts, including, but not limited to, account statements, checks, wires, and deposits.
7. All documents relating to your compensation or income for 2010, 2011, 2012, 2013, including, but not limited to, agreements, checks, wires, and tax forms (to the extent not covered by request 28 in the subpoena to you, dated March 23, 2011).
8. All documents relating to Jordan Gitterman.
9. All documents relating to Mike Ward.
10. All documents relating to any actual, proposed, or contemplated alteration, modification, or destruction of any document responsive to Items 1-9, above, including but not limited to any court order, or any corporate policy, practice, or procedure related to the maintenance, preservation, recycling or destruction of documents.

EXHIBIT L

Mr. Corey Schuster
Senior Counsel
Division of Enforcement
United States Securities and Exchange
Commission
100 F St., NE
Washington, DC 20549
Via e-mail schusterc@sec.gov

Re: February 25, 2013 Subpoena Duces Tecum (directed to Mr. Stanley J. Fortenberry)—the
“Subpoena”

Dear Mr. Schuster:

I am in receipt of the above Subpoena, and based on the below responses I believe I have met my obligations thereunder by searching carefully and thoroughly for everything called for therein, and sending it to you through my legal counsel contemporaneously with this correspondence.

1. All documents relating to First Choice Energy Partners. RESPONSE: I am not an owner, officer, director, general partner, or statutory manager of this company. I am not the custodian of records for this company, and have no legal actual custody or control of documents for this company, or legal access to same.
2. All documents relating to Ranchers Exploration Partners. RESPONSE: I am not an owner, officer, director, general partner, or statutory manager of this company. I am not the custodian of records for this company, and have no legal actual custody or control of documents for this company, or legal access to same.
3. All documents relating to Provide Energy. RESPONSE: I am not an owner, officer, director, general partner, or statutory manager of this company. I am not the custodian of records for this company, and have no legal actual custody or control of documents for this company, or legal access to same.
4. All documents relating to you soliciting persons to invest in any oil and gas investment after you contacted them about such investment opportunity. RESPONSE: I have not been the issuer of any oil and gas securities. In any event I have no such documents—see above responses to requests no. 1 – 3.
5. All documents relating to persons who invested in any oil and gas investments after you contacted them about such investment opportunity. RESPONSE: I have not been the issuer of any oil and gas securities. In any event I have no such documents—see above responses to requests no. 1 – 3.
6. For the time period from your last production to the present, all documents relating to your bank accounts, including but not limited to, account statements, checks, wires, and deposits. RESPONSE: I am including all my bank statements not already produced pursuant to previous subpoena duces tecums, which contain all information responsive to this request.

7. All documents relating to your compensation or income for 2010, 2011, 2013, 2013, including, but not limited to, agreements, checks, wires, and tax forms (to the extent not covered by request 28 in the subpoena to you, dated March 23, 2011). RESPONSE: I am including all my bank statements not already produced pursuant to previous subpoena duces tecums, which contain all information responsive to this request. With respect to tax returns, I have not prepared and submitted to the Internal Revenue Service any further tax returns than those already produced pursuant to previous subpoena duces tecums.
8. All documents relating to John Gitterman. RESPONSE: I have no such documents—see above responses to requests no. 1 – 3.
9. All documents relating to Mike Ward. RESPONSE: I have no such documents—see above responses to requests no. 1 – 3.
10. All documents relating to any actual, proposed, or contemplated alteration, modification, or destruction of any document responsive to Items 1-9, above, including but not limited to any court order, or any corporate policy, practice, or procedure related to the maintenance, preservation, recycling or destruction of documents. RESPONSE: None

Sincerely,

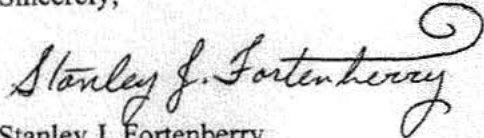

Stanley J. Fortenberry

EXHIBIT M



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
100 F. Street, NE
Washington, DC 20549

MICHAEL C. BAKER
Senior Counsel
Division of Enforcement

Telephone: (202) 551-4471
Facsimile: (202) 772-9231
bakermic@sec.gov

August 5, 2013

VIA E-MAIL AND UPS

Mr. John C. Nimmer, Esq.
Law Office of John C. Nimmer
9958 West Center Road
Omaha, NE 68124-1959

Re: In the Matter of Breadstreet.com, Inc. (File No. HO-11450)

Dear Mr. Nimmer:

This letter confirms our telephone conversation of July 30, 2013. In that conversation, we advised you that the staff of the Securities and Exchange Commission has made a preliminary determination to recommend that the Commission file an enforcement action against your client, Stanley Jonathan Fortenberry. This proposed action would allege violations of Section 10(b) of the Securities Exchange Act of 1934 and Rule 10b-5 thereunder, Section 17(a) of the Securities Act of 1933, and Sections 206(1), 206(2), and 206(4) of the Investment Advisers Act of 1940 and Rule 206(4)-8 thereunder. The recommendation may involve a civil injunctive action, public administrative proceeding, and/or cease-and-desist proceeding, and may seek remedies that include an injunction, a cease-and-desist order, disgorgement, pre-judgment interest, civil money penalties, and/or bars from association.

As described in Rule 5(c) of the Commission's Rules on Informal and Other Procedures, 17 C.F.R. § 202.5(c), we are offering your client the opportunity to make a Wells Submission. For further information, you may wish to review Securities Act Release No. 5310, "Procedures Relating to the Commencement of Enforcement Proceedings and Termination of Staff Investigations," which can be found at: <http://www.sec.gov/divisions/enforce/wells-release.pdf>.

If your client wishes to make a written or videotaped submission setting forth any reasons of law, policy, or fact why the proposed enforcement action should not be filed, or bringing any facts to the Commission's attention in connection with its consideration of this matter, you should send the submission to the staff by August 19, 2013. Any written submission should be limited to 40 pages, and any video submission should not exceed 12 minutes. Please inform the

Mr. John C. Nimmer, Esq.
Page 2
August 5, 2013

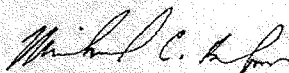
staff by no later than August 15, 2013 whether your client will be making a Wells Submission. Any submission should be sent to:

Michael C. Baker
Senior Counsel, Division of Enforcement
Securities and Exchange Commission
100 F St, NE
Washington, DC 20549-5010
bakermic@sec.gov

If the staff makes an enforcement recommendation to the Commission in this matter with respect to your client, we will send to the Commission any submission that your client makes. The Commission may use the information contained in such a submission as an admission, or in any other manner permitted by the Federal Rules of Evidence, or for any of the Routine Uses of Information described in Form 1662, "Supplemental Information for Persons Requested to Supply Information Voluntarily or Directed to Supply Information Pursuant to a Commission Subpoena." Form 1662 can be found at: <http://www.sec.gov/about/forms/sec1662.pdf>; paper copies are available upon request. The staff will not accept any submission that purports to limit its admissibility under the Federal Rules of Evidence or the Commission's ability to use the submission for any purpose identified in Form 1662. Any submission your client makes may be discoverable by third parties in accordance with applicable law.

If you have any questions, please contact me at (202) 551-4471 or Corey A. Schuster at (202) 551-4745.

Sincerely,



Michael C. Baker
Senior Counsel

EXHIBIT N

NIMMER LAW OFFICE*
9958 West Center Road
Omaha, Nebraska 68124-1959
402-345-8040 Facsimile 800-681-7081
Law@Nimmer.OmhCoxmail.com
*Admitted NE, NY, US Dist. Ct. of Nebr.

August 19, 2013

Michael C. Baker
Senior Counsel, Division of Enforcement
Securities and Exchange Commission
Washington, DC 20549-5010
Via E-mail bakermic@sec.gov

Re: In the Matter of Breadstreet.com, Inc., HO-11450/Stanley Jonathan Fortenberry's (general partner of Premier Investment Fund, LP—"Premier") Wells Submission

Dear Mr. Baker:

As per our conversation of July 30, 2013, your correspondence of August 5, 2013, and our conversation of August 9, 2013, this correspondence constitutes Mr. Fortenberry's Wells Submission.

FACTUAL EVIDENCE

To the end of avoiding unnecessary and repetitive submissions, Mr. Fortenberry incorporates herein by reference any and all documentation provided by him and Premier to the Commission's staff—whether voluntarily or pursuant to subpoena duces tecum served upon them; testimony provided by Mr. Fortenberry to the Commission at its offices on November 1, 2012; and further documents provided to the Commission's staff by third parties-- whether in response to subpoena duces tecums or voluntarily. In addition the 2010 and 2011 financial compilations, recently prepared for Premier, are included (to be discussed infra.) and thereby incorporated into this Wells Submission.

ALLEGED LEGAL VIOLATIONS

As discussed in your August 5, 2013 correspondence, the securities statutes and regulations Mr. Fortenberry allegedly violated include and are limited to the following:

Securities Act of 1933

Sec. 77(a): Use of interstate commerce for purpose of fraud or deceit

It shall be unlawful for any person in the offer or sale of any securities (including security-based swaps) or any security-based swap agreement (as defined in section 78c (a)(78) [1] of this title) by the use of any means or instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly—

(1) to employ any device, scheme, or artifice to defraud, or

(2) to obtain money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; or

(3) to engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon the purchaser.

Securities and Exchange Act of 1934

Sec. 10(b): It shall be unlawful for any person, directly or indirectly, by the use of any means or instrumentality of interstate commerce or of the mails, or of any facility of any national securities exchange . . . To use or employ, in connection with the purchase or sale of any security registered on a national securities exchange or any security not so registered, or any securities-based swap agreement, any manipulative or deceptive device or contrivance in contravention of such rules and regulations as the Commission may prescribe as necessary or appropriate in the public interest or for the protection of investors.

Rule 10b-5: Employment of manipulative and deceptive devices.

It shall be unlawful for any person, directly or indirectly, by the use of any means or instrumentality of interstate commerce, or of the mails or of any facility of any national securities exchange,

(a) To employ any device, scheme, or artifice to defraud,

(b) To make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, or

(c) To engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person,

in connection with the purchase or sale of any security.

Investment Advisors Act of 1940

Sections 206(1)(2)and(4): It shall be unlawful for any investment adviser by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly—

(1) to employ any device, scheme, or artifice to defraud any client or prospective client;

(2) to engage in any transaction, practice, or course of business which operates as a fraud or deceit upon any client or prospective client;

or

(4) to engage in any act, practice, or course of business which is fraudulent, deceptive, or manipulative. The Commission shall, for the purposes of this paragraph (4) by rules and regulations define, and prescribe means reasonably designed to prevent, such acts, practices, and courses of business as are fraudulent, deceptive, or manipulative.

Rule 206(4)—8: Pooled Investment Vehicles

•Prohibition. It shall constitute a fraudulent, deceptive, or manipulative act, practice, or course of business within the meaning of section 206(4) of the Act for any investment adviser to a pooled investment vehicle to:

•Make any untrue statement of a material fact or to omit to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading, to any investor or prospective investor in the pooled investment vehicle; or

•Otherwise engage in any act, practice, or course of business that is fraudulent, deceptive, or manipulative with respect to any investor or prospective investor in the pooled investment vehicle.

•Definition. For purposes of this section "pooled investment vehicle" means any investment company as defined in section 3(a) of the Investment Company Act of 1940 or any company that would be an investment company under section 3(a) of that Act but for the exclusion provided from that definition by either section 3(c)(1) or section 3(c)(7) of that Act .

GENERAL SUMMARY OF ALLEGED LEGAL VIOLATIONS

In the case of '33 Act violations, Mr. Fortenberry would have had to have failed to provide material information to those to whom he offered or sold Premier securities, or have been found to have provided false material information. The '34 Act (10b-5) is similar, except it only applies to sales (not offers), and a "scienter" (fraudulent intent) requirement is present. Scienter may either be in the form of willingness or recklessness (though various circuits have applied either a "should have known" or "must have known" standard in defining "recklessness"). See nonexclusively Aaron v. SEC, 446 US 680 (1980); Ernst and Ernst v. Hochfelder, 425 US 185 (1976); and Sanders v. John Nuveen, 554 F.2d 790 (7th Cir. 1977).

Applicability of the Investors Advisors Act and the rules thereunder is more problematic. Sec. 202(a)(11) of the Act defines an investment advisor as "any person who, for compensation, engages in the business of advising others, either directly or through publications or writings, as to the value of securities or as to the advisability of investing in, purchasing, or selling securities, or who, for compensation and as part of a regular business, issues or promulgates analyses or reports concerning securities..." In the case of Premier, Mr. Fortenberry as general partner had sole discretion in determining which investments Premier would make. See nonexclusively the following from Section 1 of the Premier Subscription and Limited Partnership Agreement:

G. The general partner shall manage the partnership business and have exclusive control over the partnership business, including the power to sign deeds, notes, mortgages, deeds of trust, contracts, leases, and direction of business operations and investments.

H. The purpose of the Company is any lawful business purpose, with its primary though nonexclusive focus being to invest in the entertainment industry. Such investment may take the form of equity, debt, investment contracts, or any other investment form deemed by the general partner to be in the best interest of the Company.

I. The general partner is hereby authorized to make the aforesaid investments in the entertainment industry in his sole discretion for the benefit of the Company. The general partner is also authorized to make investments outside of the entertainment industry in his sole discretion for the benefit of the Company. Said investments may but need not be in publicly traded securities.

J. In the sole discretion of the general partner profits of the partnership may either be reinvested, or distributed to partners.

See also nonexclusively Wang v. Gordon, 715 F.2d 1187 (7th Cir. 1983)—where the general partner had sole discretion with respect to buying & selling investments and was not deemed an investment advisor. As Mr. Fortenberry had sole discretion in the making of Premier investments, and as these decisions were not to be made by the limited partners, Mr. Fortenberry was not to be providing “advice” regarding investments to Premier limited partners and thus was not an “investment advisor”. Rather than advising or obtaining the consent of limited partners as to the advisability of specific investments to be made by Premier, Mr. Fortenberry was to merely inform the limited partners of what investment he had determined Premier to make, the status of those investments, etc. Not being an investment advisor, the provisions of the Investment Advisors Act, and the regulations thereunder, are inapplicable to Mr. Fortenberry. In any event as the failure to provide material information to Premier limited partners, or the provision of materially false information to Premier limited partners (and/or to Premier itself) all involve questions of materiality, assuming arguendo the Investment Advisors Act is applicable to Mr. Fortenberry such claims are also rebutted in further discussions (infra.) pertaining to materiality. Finally and nonexclusively in light of the language used in the cited portions of the Investment Advisors Act itself.(fraudulent, deceptive, manipulative, etc.) where the Act provides the authority for the cited rule thereunder, it appears a “scienter” requirement is applicable to any Investment Advisors Act violations.

ALLEGED NONPROVISION OF MATERIAL INFORMATION

“The question of materiality ... is an objective one, involving the significance of an omitted or misrepresented fact to a reasonable investor” Amgen Inc. v. Connecticut Retirement Plans and Trust Funds, ___ U.S. ___, 133 S.Ct. 1184 (2013). The Supreme Court has held that a fact is material if there is a substantial likelihood that the . . . fact would have been viewed by the reasonable investor as having significantly altered the "total mix" of information made available. TSC Industries v. Northway, Inc., 426 U.S. 438, 449 (1976). See also Basic, Inc. v. Levinson, 485 U.S. 224 (1988).

The “Terms and Conditions” of the Premier web-site (premierinvestmentfund.com) and initial written communications to prospective investors (not commenced through the web-site)

contained in pertinent part the following language: "Participation in the Company's offering is strictly limited those having a 30 day substantive preexisting relationship with the Company, its agents, or those in privity of contract with the Company as of March 27, 2010 and residing in, citizens of, and domiciles of the following countries: US accredited investors as defined by SEC Reg. D Rule 501 collectively "QUALIFIED INVESTORS". If you are not a qualified investor this communication is neither an offer to sell the Company's securities, nor the solicitation of an offer to buy the Company's securities, and you must leave this web-page or delete this message immediately. You agree and understand that by clicking any of the e-mail and/or URL links in this communication or contacting us that you are thereby requesting Company information and representing yourself to be a qualified investor. If you are not a qualified investor, you are not authorized to request Company information. By requesting Company information you further consent to the Company contacting you about the offering within the next year, and will keep this promotion and the offering confidential meaning it may only be reviewed by you, your spouse, or financial advisor(s). By clicking any of the links in this communication you represent you are financially responsible, have such knowledge and experience in financial and business matters that you are capable of evaluating the merits and risks of this investment, you acknowledges that this investment will be long term and is by nature speculative, and that you are capable of bearing the risks of this venture including, but not limited to, the possibility of complete loss of investment nonexclusively in light of the present lack of a public market for the Securities. Statements made in this communication and in the Company's disclosure and investment documents contain forward looking statements under the safe harbor provisions of the US Securities and Reform Act of 1995, which are subject to assumptions and factors identified and discussed in the Company's disclosure and investment documents, and the further terms and conditions of the Company's subscription agreement."

The above, and all oral and written communications made by Mr. Fortenberry to prospective purchasers of Premier Investment Fund limited partnership units, were subject to the terms and conditions of the Premier Subscription and Limited Partnership Agreement which provides in pertinent part in Section 15 (Access to Information): "The undersigned acknowledges he has been afforded an opportunity to examine and copy at the Company's expense all books, records, agreements and other documents relevant to the Company and this investment, and has been given an opportunity to ask questions and receive answers from the officers and directors of the Company, this investment, and any other matters relevant and material to this investment. The undersigned has utilized the opportunity to his satisfaction to verify the accuracy and completeness of all the information he has received and to obtain any other relevant information which he may have sought and which may influence his investment decision. The undersigned is fully satisfied with the response to such questions he has asked and such responses for information he has made. **THE UNDERSIGNED SPECIFICALLY REPRESENTS HIS PERSONAL RECEIPT AND REVIEW OF THE CURRENT COMPANY BUSINESS PLAN** (collectively "DISCLOSURE DOCUMENTS"). The undersigned acknowledges he has reviewed any and all information of public record, inclusive of official or reliable information posted on the internet, about the Company and the general partner John Fortenberry (Stanley Jonathan Fortenberry/Stanley J. Fortenberry), and that such information has not changed his mind with respect to an investment in the securities offered hereby. The information in the disclosure documents as of the date thereof is subject to change, completion or amendment without notice. The Company makes no representation that there has been no change in the

information set forth in the disclosure documents or the affairs of the Company since the date thereof. In the event of a conflict or inconsistency between the disclosure documents and this Agreement, the terms of this Agreement shall control and inconsistent or conflicting information shall be disregarded and of no effect. In the event of a conflict or inconsistency between oral or written information provided to the undersigned by the company or its agents and the disclosure documents, the disclosure documents shall control and inconsistent or conflicting information shall be disregarded and of no effect. Although the disclosure documents attempt to provide all “material” information pertaining to an investment in the Securities, the disclosure documents are only current as of the date thereof and under no circumstances does the Company imply that there has been no change in its affairs since the date thereof, or that the information contained therein is correct as of the date of this Agreement. The disclosure documents contain numerous forward looking statements made under the safe harbor provisions of the Private Securities Reform Act of 1995. Any such statements are subject to risks and uncertainties that could cause actual results to differ materially from those anticipated in such forward looking statements. The Company believes it has disclosed all underlying assumptions and identified all important factors that could cause actual results to differ, whether such disclosure has been directly made and/or through the context in which the statement has been made. Prospective investors are urged to exercise their right to receive additional information relative to forward looking statements.”

The Subscription and Limited Partnership Agreement takes precedence over any inconsistent or contrary statements made in disclosure documents and other oral or written information provided to prospective investors; similarly any inconsistent or contrary oral statements are superseded by non-agreement written materials. All public information about Premier and Mr. Fortenberry is incorporated by reference. Finally Premier and Mr. Fortenberry accorded to prospective investors the opportunity to request and review any further information they may have deemed important to making an investment in Premier. In rare instances where further information may have been requested, never was such a request denied. The “total mix” of information made available by Mr. Fortenberry and Premier to actual and prospective investors in Premier was all information. Accordingly under the materiality jurisprudence cited supra., there is no factual basis supportive that Mr. Fortenberry or Premier did not provide material information pertaining to an investment in Premier securities to prospective or actual investors in Premier. Given this “open book policy” regarding the investment process, neither is there any evidence of “scienter” regarding the non-provision of material information. The real question is whether or not Mr. Fortenberry/Premier provided materially false information to actual or prospective investors—not whether they did not provide material information.

ALLEGED PROVISION OF MATERIALLY FALSE INFORMATION

In response to my inquiry as to any specific factual allegations supportive of the securities law statutes and regulations cited in your August 5, 2013 correspondence, I appreciate your speaking with me on August 9, 2013. On that call you advised me of two specific allegations of provision of materially false information by Mr. Fortenberry to prospective and actual investors:

1. False representations regarding Mr. Fortenberry’s compensation as general partner of Premier.
2. False representations by Mr. Fortenberry regarding reports to be made about Premier to its limited partners.

I will address each allegation separately.

Compensation as General Partner

With respect to Mr. Fortenberry's alleged false representations regarding his compensation as general partner of Premier, I would initially reference certain provisions of The Subscription and Limited Partnership Agreement:

Sec. 1.L. The Undersigned acknowledges that without limitation a portion of the proceeds from the sale of Units of the Company, as well as profits from the Company's investments, shall be allocated to reasonable administrative expenses in connection with the Unit offering and the day to day affairs of the Company, including but not limited to salaries— inclusive of the general partner, office space, office equipment, travel, legal, accounting costs, and any other expense recognized by the Internal Revenue Code and regulations as a business deduction or credit. In addition to the foregoing the Undersigned also acknowledges that existing Unit holders, excluding the general partner, may receive finder fees pursuant to Section 20. Subject to generally accepted accounting principles and the Internal Revenue Code and regulations, the foregoing shall constitute business expenses of the Company, deductible from gross profits, in calculating the net after tax profits of the Company.

16.I. Use of proceeds is completely within the discretion of the general partner as set forth in Section 1.L.

16.E. There is no minimum escrow provision for the offering. Investment in this offering is nonrefundable. Failure of the Company to sell all of the securities in its offering could cause results to differ materially from those in the Company's disclosure documents, and/or a loss of the Undersigned's investment in the securities subscribed for hereby.

As discussed supra., the Subscription and Limited Partnership Agreement takes precedence over any other written or oral communications made to actual or prospective investors. That document provides for Mr. Fortenberry to be given a salary as general partner, for the payment of non-investment operating expenses, etc., and that such expenditures are within the sole discretion of the general partner. No specific promises were made to prospective or actual investors regarding Mr. Fortenberry's remuneration as general partner, and as such any remuneration he received as general partner is not a violation of any promise to actual or prospective investors. Further common sense dictates that general operating expenses and salaries take priority over investments to be made in Premier (i.e. without payment of operating expenses the Company would cease to exist and further investment activities would then be impossible). Investors acknowledged such in Sec. 16.E. with respect to the possibility of undercapitalization and the potential loss of investment. Finally it is Mr. Fortenberry's position that Premier would not have been undercapitalized but for the SEC having commenced its investigation of Premier. On the eve of that investigation, a John Moore (949-347-0396) had orally committed between \$3,000,000 and \$7,000,000 to the purchase of Premier limited partnership units, but upon being contacted by the Commission's staff changed his mind (at least until the investigation was concluded in Premier's favor). Undoubtedly if the investigation of Premier had not commenced other investors would have been procured by Premier.

All that being said attached are financial compilations recently prepared for Premier which, along with the Premier bank statements previously provided to the staff, nonexclusively demonstrate expenditures by Premier for operating expenses—all within the permissible parameters of the Subscription and Limited Partnership Agreement. Each payment made by Premier is properly classified as either remuneration to Mr. Fortenberry as general partner, reimbursement to Mr. Fortenberry of expenses he incurred and/or paid for on behalf of Premier, or expenses properly attributable to Premier. The bank statements and financial compilations also demonstrate Mr. Fortenberry—while not being required to do so (See Section I.A. of the Subscription and Limited Partnership Agreement which provides “The undersigned acknowledges that in consideration for his pre-formation and formation activities for the benefit of the Company John Fortenberry received hereby at the time of the Company’s formation 100 Units of the Company.”)—contributed cash to Premier from his personal funds. This issue is not whether or not the staff disagrees with Premier’s expenditures (including remuneration for Mr. Fortenberry as its general partner), but whether or not those expenditures violate the Premier Subscription and Limited Partnership Agreement. They do not.

Reports to be Made to Limited Partners

This allegation appears to be based on the following provisions of the Subscription and Limited Partnership Agreement:

1.F. The Company shall use generally accepted accounting principles, as amended from time to time, in keeping its books and records, and its fiscal year shall be a calendar year. . . .

1.N. The general partner shall advise limited partners as to all investments made by the Company at the time of making such investments, and annually before January 31st shall inform the limited partners as to the profit or loss with respect to each investment and the Company as a whole. The Undersigned acknowledges receipt of disclosure by the Company of all investments of the Company as of the date of his investment in the Company (if any). Beyond these disclosures limited partners shall only have access to Company information by requesting same of the general partner, and then only for an articulated proper purpose as determined by the general partner in his sole discretion.

With respect to 1.F., there is no deadline for the preparation of books and records for Premier. The intent was to prepare those after Mr. Moore’s investment (discussed supra.) and/or those of others, but after commencement of the staff’s investigation Premier ceased raising capital and otherwise operating—being unable to do so. In any event Mr. Fortenberry has prepared financial compilations, being submitted contemporaneously and as part of this Well’s Submission. Also 1.F does not require Premier’s books and records to be provided to its investors, so tardiness in preparing those, tax returns, etc. is not material to their investment in Premier.

With respect to 1.N., investors acknowledged and in fact did receive information at the time of their investment as to the then investments actually made or contemplated by Premier, primarily the investment in Halsey Management Company, LLC. With respect to annual disclosures to be made before January 31 of each year, no specific means of communicating this information is required (e.g., in writing). Premier was formed in 2010. The few investors it had in January 2011 were periodically updated by Mr. Fortenberry—primarily orally—as to the progress and

status of Premier---up to and including January 2011. No significant change had occurred in the status of Premier, or its investments, from Premier's formation through January 2011—and investors were so told. After Mr. Fortenberry became aware of the staff's investigation of Premier in March 2011, Mr. Fortenberry so advised the investors, and otherwise ceased operating or further investment activities of Premier—at least until and if the investigation were successfully concluded in Premier's favor (which he advised investors he would so inform them if that occurred). To this day that status remains unchanged. In any event Mr. Fortenberry fulfilled his 1.N. update obligations to Premier investors, and in no case did Mr. Fortenberry ever intend to violate Sec. 1.N. of the Subscription and Limited Partnership Agreement in procuring Premier investors. Rather, the staff's investigation caused Premier to suspend all operations and investments pending the investigation's outcome. Sec. 1.N. was not violated by Premier or Mr. Fortenberry as its general partner.

Finally assuming arguendo a violation of Sec. 1.F. or 1.N. of the Subscription and Limited Partnership Agreement, in addition to any such violation not being intentional, such a misrepresentation (in light of the general partner having sole discretion with respect to investments) was immaterial. Reporting to investors was advisory only, and did not provide them with any decision making power with respect to their ownership of Premier limited partnership units. Prospective investors were told this (in the Subscription and Limited Partnership Agreement) prior to purchasing Premier securities. As such any broken promise to provide reports, books and records, etc. would not have been reasonably relied upon by prospective investors—and hence not a material violation of applicable law.

CONCLUSION

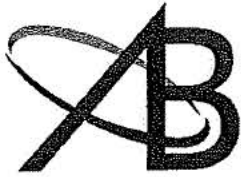
For the foregoing reasons it is Mr. Fortenberry's position that he did not violate any of the securities laws or regulations cited in your August 5, 2013 correspondence. Finally please advise me in the event the Commission determines to proceed with enforcement actions against him, or if it declines to do so. I appreciate your and the Commission's thoughtful consideration of this Wells Submission, and I remain

Very Truly Yours,

S/ *John C. Nimmer*

John C. Nimmer

Cc: client



ARMSTRONG, BACKUS & CO., LLP

Certified Public Accountants

PREMIER INVESTMENT FUND, LP

Compiled Financial Statements

For the Year Ended December 31, 2010

515 West Harris Avenue • Post Office Box 71 • San Angelo, Texas 76902-0071

Phone (325) 653-6854 • Fax (325) 655-5857 • www.armstrongbackus.com



ARMSTRONG, BACKUS & CO., LLP

Certified Public Accountants

American Institute of Certified Public Accountants
Texas Society of Certified Public Accountants

Partners
Premier Investment Fund, LP
San Angelo, TX

ACCOUNTANT'S COMPILATION REPORT

We have compiled the accompanying statement of assets, liabilities, and equity—cash basis of Premier Investment Fund, LP (a limited partnership) as of December 31, 2010, and the related statement of revenues and expenses—cash basis for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the cash basis of accounting.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the cash basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Armstrong, Backus and Co., LLP

August 15, 2013

Premier Investment Fund LP
Statement of Assets, Liabilities, and Equity - Cash Basis
As of December 31, 2010

ASSETS

Current Assets

Checking/Savings

Bank of America

347.40

Total Checking/Savings

347.40

Total Current Assets

347.40

Other Assets

Investment - Halsey Mgmt Co

165,000.00

N/R - Stanley J. Fortenberry

208,000.00

Total Other Assets

373,000.00

TOTAL ASSETS

373,347.40

LIABILITIES & EQUITY

Liabilities

Long Term Liabilities

N/P - Allen Anderson

170,000.00

Total Long Term Liabilities

170,000.00

Total Liabilities

170,000.00

Equity

Distributions

-85,729.01

Partner Capital

Allen Anderson

75,800.00

Michael E. Nastl

200,000.00

Stanley J. Fortenberry

46,400.00

Total Partner Capital

322,200.00

Net Income

-33,123.59

Total Equity

203,347.40

TOTAL LIABILITIES & EQUITY

373,347.40

See Accountant's Compilation Report



Premier Investment Fund LP
Statement of Revenue and Expenses - Cash Basis
For the Year Ended December 31, 2010

Ordinary Income/Expense	
Expense	
Advertising and Promotion	1,500.00
Automobile Expense	211.94
Bank Service Charges	232.95
Dues and Subscriptions	0.25
Legal Fees	20,000.00
Meals and Entertainment	1,078.92
Office Supplies	41.76
Postage and Delivery	52.58
Professional Fees	2,000.00
Travel Expense	7,005.19
Web Design	1,000.00
Total Expense	<u>33,123.59</u>
Net Ordinary Income	-33,123.59
Other Income/Expense	
Other Expense	
Ask My Accountant	0.00
Total Other Expense	<u>0.00</u>
Net Other Income	<u>0.00</u>
Net Income	<u><u>-33,123.59</u></u>

See Accountant's Compilation Report





ARMSTRONG, BACKUS & CO., LLP

Certified Public Accountants

PREMIER INVESTMENT FUND, LP

Compiled Financial Statements

For the Year Ended December 31, 2011

515 West Harris Avenue • Post Office Box 71 • San Angelo, Texas 76902-0071

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ARMSTRONG, BACKUS & CO., LLP

Certified Public Accountants

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Partners
Premier Investment Fund, LP
San Angelo, TX

ACCOUNTANT'S COMPILATION REPORT

We have compiled the accompanying statement of assets, liabilities, and equity—cash basis of Premier Investment Fund, LP (a limited partnership) as of December 31, 2011, and the related statement of revenues and expenses—cash basis for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the cash basis of accounting.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the cash basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Armstrong, Backus and Co., LLP

August 15, 2013

Premier Investment Fund LP
Statement of Assets, Liabilities, and Equity - Cash Basis
As of December 31, 2011

ASSETS

Current Assets

Checking/Savings

Bank of America

41.51

Total Checking/Savings

41.51

Total Current Assets

41.51

Other Assets

Investment - Halsey Mgmt Co

165,000.00

N/R - Stanley J. Fortenberry

208,000.00

Total Other Assets

373,000.00

TOTAL ASSETS

373,041.51

LIABILITIES & EQUITY

Liabilities

Long Term Liabilities

N/P - Allen Anderson

170,000.00

Total Long Term Liabilities

170,000.00

Total Liabilities

170,000.00

Equity

Distributions

-110,232.91

Partner Capital

Allen Anderson

100,900.00

Michael E. Nastl

200,000.00

Stanley J. Fortenberry

47,590.00

Total Partner Capital

348,490.00

Retained Earnings

-33,123.59

Net Income

-2,091.99

Total Equity

203,041.51

TOTAL LIABILITIES & EQUITY

373,041.51

See Accountant's Compilation Report



Premier Investment Fund LP
Statement of Revenues and Expenses - Cash Basis
For the Year Ended December, 31 2011

Ordinary Income/Expense	
Expense	
Advertising and Promotion	420.90
Automobile Expense	561.25
Bank Service Charges	589.38
Meals and Entertainment	66.98
Postage and Delivery	4.95
Telephone Expense	437.72
Utilities	10.81
Total Expense	<u>2,091.99</u>
Net Ordinary Income	-2,091.99
Other Income/Expense	
Other Expense	
Ask My Accountant	0.00
Total Other Expense	<u>0.00</u>
Net Other Income	<u>0.00</u>
Net Income	<u><u>-2,091.99</u></u>

See Accountant's Compilation Report



EXHIBIT O

Please see the attached disc containing Exhibit O.

EXHIBIT P



SUBPOENA
UNITED STATES OF AMERICA
SECURITIES AND EXCHANGE COMMISSION

In the Matter of Breadstreet.com, Inc. (File No. HO-11450)

To: Mr. Christopher Odom
Senior Staff Accountant
Armstrong, Backus & Co., LLP
515 West Harris Avenue
Suite 200
San Angelo, TX 76903

YOU MUST PRODUCE everything specified in the Attachment to this subpoena to officers of the Securities and Exchange Commission, at the place, date and time specified below.

100 F Street N.E., Washington, D.C. 20549, on September 3, 2013 at 9:30 a.m.

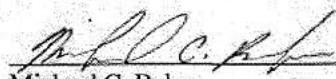
YOU MUST TESTIFY before officers of the Securities and Exchange Commission, at the place, date and time specified below.

100 F Street N.E., Washington, D.C. 20549, on September 3, 2013 at 9:30 a.m.

FEDERAL LAW REQUIRES YOU TO COMPLY WITH THIS SUBPOENA.

Failure to comply may subject you to a fine and/or imprisonment.

By:


Michael C. Baker
Senior Counsel

Date:

8/20/2013
August 20, 2013

*I am an officer of the Securities and Exchange Commission authorized to issue subpoenas in this matter. The Securities and Exchange Commission has issued a formal order authorizing this investigation under Section 20(a) of the Securities Act of 1933 and Section 21(a) of the Securities Exchange Act of 1934.

NOTICE TO WITNESS:

If you claim a witness fee or mileage, submit this subpoena with the claim voucher.

**ATTACHMENT TO SUBPOENA TO
Mr. Christopher Odom
August 20, 2013**

A. Definitions and Instructions

1. As used in this attachment, a reference to a corporation or other business entity includes all subsidiaries, affiliates, divisions, predecessors, successors, shareholders, officers, directors, employees, agents, general partners, limited partners, members, partnerships, aliases, code names, or trade or business names of that corporation or entity.
2. As used in this attachment, the term "Armstrong, Backus & Co." refers to, both individually and collectively, Armstrong, Backus & Co., LLP, and its current and former parents, subsidiaries, affiliates, divisions, predecessors, successors, members, general partners, limited partners, officers, directors, employees, consultants, representatives, independent contractors, and agents.
3. As used in this attachment, the term "Premier Investment Fund" refers to, both individually and collectively, Premier Investment Fund, LP, and its current and former parents, subsidiaries, affiliates, divisions, predecessors, successors, members, general partners, including Stanley J. Fortenberry, limited partners, officers, directors, employees, consultants, representatives, independent contractors, and agents.
4. As used in this attachment, the term "Stanley J. Fortenberry" refers to Stanley J. Fortenberry, also known as Stanley John Fortenberry, Stanley Jonathan Fortenberry, Stanley Joseph Fortenberry, Stanley Joe Fortenberry, S.J. Fortenberry, S. John Fortenberry, John Fortenberry, John S. Fortenberry, and Stanley Fortenberry, who uses a social security number ending in [REDACTED] [REDACTED] who has a date of birth of [REDACTED] who currently or previously resided at [REDACTED] who currently or previously resided at [REDACTED] and/or who currently or previously was employed by an entity located at [REDACTED]
5. As used in this attachment, the term "person" shall mean a person, entity, or group of persons or entities.
6. As used in this attachment, the terms "Commission" or "SEC" refer to the U.S. Securities and Exchange Commission, its divisions, offices, and any officials, directors, executives, officers, agents, employees, attorneys, accountants, and any other of its representatives.
7. As used in this attachment, the term "documents" means all preliminary, interim, and final drafts or versions of paper writings, final or finished versions, copies or annotated copies, backup copies, backup logs,

electronically or magnetically stored information or data, photographic records or materials, and all other tangible forms of expression or recordation (other than duplicative copies in the possession of an individual), however and by whomever prepared, including, but not limited to, tapes, cassettes, diskettes, disks, computer files (whether or not they have been deleted from file directories), CD-ROMs, DVDs, or other disks, books, notes, memoranda, files, reports, statements, summaries, lists, correspondence, letters, records of oral communications, telephone records, telephone messages and log books, electronic mail, journals, charts, graphs, drawings, calendars, agendas, itineraries, diaries, minutes, resolutions, ledgers, workpapers, worksheets, books of account, journals, audits, accountants' calculations, bills, invoices, receipts, orders, confirmations, studies, schedules, appraisals, analyses, surveys, budgets, forecasts, projections, contracts, assignments, agreements, loan agreements, guarantees, records of collateral, notes and other instruments of indebtedness, diagrams, pamphlets, brochures, exhibits, transcripts, interviews, speeches, depositions, press releases, periodicals, securities account statements, checks and drafts (front and back), deposit slips, debit and credit memoranda, wire confirmations, account statements for bank, thrift, and money market accounts, telegrams, telexes, facsimiles, wire messages, wire transfers, drafts for money, computer printed or generated materials, microfilm, magnetic tape, microfiche, any electronic media, any magnetic media, any laser media, any other storage device, and any other papers or records.

8. As used in this attachment, the terms "and" and "or" each mean "and/or," and each of the functional words "each," "every," "any," and "all" shall be deemed to include each of the other functional words.
9. As used in this attachment, the term "communication" shall mean and include any contact, formal or informal, whereby information of any nature was transmitted or transferred.
10. As used in this attachment, a communication or document "relating," "related," or that "relates" to any given subject means any communication or document that constitutes, contains, embodies, evidences, reflects, identifies, states, refers to, deals with, bears upon, or is in any way pertinent to that subject, including without limitation, documents concerning the preparation of other documents.
11. The use of the singular form of any word includes the plural and vice versa.
12. Please provide a list of the documents that you produce, indicating in each instance the request to which the document is responsive and identify the person(s) or location from which the document was produced.

13. Documents produced pursuant to this subpoena shall be produced in the order in which they appear in your files and shall not be shuffled or otherwise rearranged. Documents that in their original condition were stapled, clipped, or otherwise fastened together shall be produced in that form.
14. For purposes of this subpoena, to the extent feasible, documents should be produced in a format that is acceptable to this office and as described in the attached document on SEC Data Delivery Standards.
15. If you withhold any document based on a claim of privilege, please provide the following information as to each document: (a) the author(s); (b) the date the document was created; (c) each person who received a copy of the document or was informed of its contents; (d) the person who now has the document or was last known to have it; (e) the general subject matter of the document; and (f) the privilege asserted.
16. No agreement by the Securities and Exchange Commission or its staff purporting to modify, limit, or otherwise vary this subpoena is binding on the Commission or its staff unless confirmed or acknowledged in writing by the Commission or its staff.
17. Unless otherwise stated, the scope of the production in this subpoena covers the time period of **January 1, 2010 to the present (the "Relevant Period")**.

B. Documents to be Produced

Please produce by **September 3, 2013** the following documents and information in Armstrong, Backus & Co.'s actual or constructive custody, possession, or control:

1. All documents relating to Premier Investment Fund, including, but not limited to:
 - a. all documents relating to Premier Investment Fund's Compiled Financial Statements for the Year Ended December 31, 2011;
 - b. all documents relating to Premier Investment Fund's Compiled Financial Statements for the Year Ended December 31, 2010;
 - c. all documents relating to any other financial, accounting, or tax reports prepared for or on behalf of Premier Investment Fund;
 - d. all documents relating to Premier Investment Fund's engagement of Armstrong, Backus & Co.;
 - e. all communications with Stanley J. Fortenberry or any other representative of Premier Investment Fund, including, but not limited to, electronic communications;
 - f. all communications relating to Premier Investment Fund, including, but not limited to, electronic communications;
 - g. all documents relating to representations made by Stanley J. Fortenberry;
 - h. all documents relating to any fees charged to Premier Investment Fund, including, but not limited to, bills, and invoices;
 - i. all documents relating to any fees paid by Premier Investment Fund, including, but not limited to, wires, checks, and receipts; and
 - j. all workpapers.
2. All other documents relating to Stanley J. Fortenberry, including, but not limited to:
 - a. any financial, accounting, or tax reports prepared for, at the direction of, or on behalf of Stanley J. Fortenberry;
 - b. all documents relating to Stanley J. Fortenberry's engagement of Armstrong, Backus & Co.;

- c. all communications with Stanley J. Fortenberry or his representatives, including, but not limited to, electronic communications;
 - d. all documents relating to representations made by Stanley J. Fortenberry;
 - e. all documents relating to any fees charged to Stanley J. Fortenberry, including, but not limited to, bills, and invoices;
 - f. all documents relating to any fees paid by Stanley J. Fortenberry, including, but not limited to, wires, checks, and receipts; and
 - g. all workpapers.
3. All documents relating to any actual, proposed, or contemplated alteration, modification, or destruction of any document responsive to Items 1-2 above, including but not limited to any court order, or any corporate policy, practice, or procedure related to the maintenance, preservation, recycling or destruction of documents.

EXHIBIT Q

CARTER, BOYD, LISSON & HOHENSEE

A Professional Corporation
ATTORNEYS AT LAW
515 West Harris Ave., Suite 100
San Angelo, Texas 76903

RECEIVED

2013 AUG 30 AM 11:37

TELEPHONE (325) 655-4889

DIVISION OF ENFORCEMENT FAX NO. (325) 657-2070
www.carterboyd.com

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August 29, 2013

VIA FEDERAL EXPRESS

ENF-CPU
U.S. Securities and Exchange Commission
100 F Street, NE, Mailstop 5973
Washington, D.C. 20549

RE: Subpoena to Christopher Odum in the Matter of Breadstreet.com, Inc. -
#HO-11450

Dear Sir or Madam:

Pursuant to the Subpoena dated August 20, 2013, issued by Michael C. Baker, Senior Counsel, U.S. Securities and Exchange Commission, to Mr. Christopher Odum, Senior Staff Accountant, Armstrong Backus & Co., LLP, please find the following documents and things:

1. DVD containing:
 - a. QuickBooks general ledger for Premier Investment Funds;
 - b. 2010 Premier Investment Fund general ledger exported from QuickBooks into Microsoft Excel spreadsheet;
 - c. 2011 Premier Investment Fund general ledger exported from QuickBooks into Microsoft Excel spreadsheet;
 - d. 27 second voice mail;
 - e. 1 minute, 18 second voice mail.
2. August 16, 2013 bill to Premier Investment Fund, LP.
3. Invoice Journal showing billing items.
4. Premier Investment Fund call log.
5. Emails between Christopher Odom, John C. Nimmer, Alexander Harris, John Fortenberry, and others, including attachments.

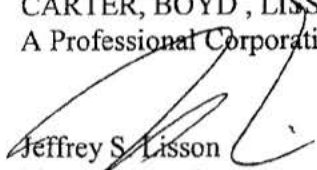
6. August 24, 2013 memos to file and attached email.
7. Engagement letters (2) for compiled financial statements for Premier Investment Fund, LP for 2010 and 2011.
8. Bank statements for Premier Investment Fund, LP, account ending in 0943. (The notations of "B" or "P" were made by Mr. Fortenberry to denote business or personal expenses).
9. Bank statements for Stanley J. Fortenberry Sole Prop d/b/a John Fortenberry, account ending in 3418.
10. Armstrong Backus compilations/review transmittal sheet and attachments for Premier Investment Fund, LP, 2010.
11. Armstrong Backus compilations/review transmittal sheet and attachments for Premier Investment Fund, LP, 2011.

Please note that there is a sealed manila envelope clipped to email correspondence from August 16, 2013. This envelope contains a draft of a letter from attorney John Nimmer to the SEC, referred to in the email. I do not know whether this letter is protected by any attorney-client or work-product privilege. I leave it to your discretion to determine how to proceed with regard to the envelope's contents.

If you have any questions, or if I or my clients can provide further assistance, please let me know.

Respectfully,

CARTER, BOYD, LISSON & HOHENSEE
A Professional Corporation


Jeffrey S. Lisson
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JSL:ca

Enclosures
cc: Client

Michael C. Baker, Senior Counsel (VIA FEDERAL EXPRESS)
Division of Enforcement
U.S. Securities and Exchange Commission
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The bottom half of the page is mostly blank white space, with some very faint, illegible markings and noise, likely due to the scanning process or the quality of the original document. There is no discernible text or structured data in this section.