

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

STATE OF ARIZONA,

Plaintiff,

v.

GREGG LAWRENCE WOLFE (002),

Defendant.

No: CR 2007-006261 002 DT

PLEA AGREEMENT

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The State of Arizona and the defendant hereby agree to the following disposition of this case:

The defendant agrees to plead GUILTY to:

Count 1 (Amended): Solicitation to Commit Bribery of a Public Servant or Party Officer, a class 6 felony offense, in violation of A.R.S. §§ 13-1002, 13-2602(A)(1), 13-2601, 13-2604, 13-301, 13-302, 13-303, 13-304, 13-305, 13-306, 13-701, 13-702, 13-702.01 and 13-801, committed on or between **January 1, 2005 and January 31, 2007**.

Count 1 is a non-dangerous, non-repetitive offense under the criminal code.

Count 2 (Amended): Attempted Harassment of a Public Officer or Employee, a class 6 felony offense, in violation of A.R.S. §§ 13-1001, 13-2921, 13-301, 13-302, 13-303, 13-304, 13-305, 13-306, 13-701, 13-702, 13-702.01 and 13-801, committed on or between **July 1, 2006 and April 19, 2007**.

Count 2 is a non-dangerous, non-repetitive offense under the criminal code.

Count 3 (Amended): Attempted Harassment of a Public Officer or Employee, a class 6 felony offense, in violation of A.R.S. §§ 13-1001, 13-2921, 13-301, 13-302, 13-303, 13-304, 13-305, 13-306, 13-701, 13-702, 13-702.01 and 13-801, committed on or between **July 1, 2006 and April 19, 2007**.

Count 3 is a non-dangerous, non-repetitive offense under the criminal code.

Count 4 (Amended): Attempted Harassment of a Public Officer or Employee, a class 6 felony offense, in violation of A.R.S. §§ 13-1001, 13-2921, 13-301, 13-302, 13-303, 13-304, 13-305, 13-306, 13-701, 13-702, 13-702.01 and 13-801, committed on or between **July 1, 2006 and April 19, 2007**.

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Count 4 is a non-dangerous, non-repetitive offense under the criminal code.

Count 5 (Amended): Attempted Harassment of a Public Officer or Employee, a class 6 felony offense, in violation of A.R.S. §§ 13-1001, 13-2921, 13-301, 13-302, 13-303, 13-304, 13-305, 13-306, 13-701, 13-702, 13-702.01 and 13-801, committed on or between **July 1, 2006 and April 19, 2007.**

Count 5 is a non-dangerous, non-repetitive offense under the criminal code.

Terms: On the following understandings, terms and conditions:



1. The crimes in Counts 1-5 each carry a presumptive sentence of 1 year; a minimum sentence of .5 years (.33 years if trial court makes exceptional circumstances finding); and a maximum sentence of 1.5 years (2 years if trial court makes exceptional circumstances finding). Probation is available. Restitution of economic loss to the victim (if applicable) and waiver of extradition for probation revocation procedures are required. The maximum fine that can be imposed as to each count is \$150,000 fine amount plus an 80% surcharge (plus a \$5.00 probation surcharge). If the defendant is sentenced to prison, the defendant shall also be sentenced to serve a term of community supervision equal to one-seventh of the prison term to be served consecutively to the actual period of imprisonment. If the defendant fails to abide by the conditions of community supervision, the defendant can be required to serve the remaining term of community supervision in prison. Special conditions regarding sentence imposed by statute (if any) are: **Pursuant to A.R.S. § 13-610, the defendant must submit to Deoxyribonucleic Acid (DNA) testing for law enforcement identification purposes. The defendant could serve up to one year in the county jail as a condition of probation.**



2. The parties stipulate to the following additional terms:

The factual basis of this plea agreement is attached as Exhibit A.

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There are no agreements as to sentencing, except:

- **If the defendant receives a prison sentence on more than one count, such sentences shall run concurrently;**
- **Counts 1-5 shall be designated as felonies at the time of sentencing;**
- **As to Count 2, the defendant shall be placed on three years' supervised probation, including white collar conditions, with the sentence to run consecutively to any prison sentence imposed on the remaining counts, so that probation shall begin upon the defendant's release from prison;**
- **Sentencing will be continued until after the cooperation provisions of the plea agreement have been satisfied. See Exhibit B to this plea agreement, attached.**

 3. The following charges are dismissed, or if not yet filed, shall not be brought against the defendant: **Allegation of multiple offenses not committed on same occasion under A.R.S. § 13-702.02. The Office of the Attorney General will not charge Defendant with any other non-violent crimes arising from his involvement in the alleged securities law violations that are the subject of the administrative proceeding filed by the Arizona Corporation Commission captioned S-2-482A-06-0631.**

 4. This agreement serves to amend the complaint or information, to charge the offense to which the defendant pleads, without the filing of any additional pleading. However, if the plea is rejected by the court or withdrawn by either party, or if the conviction is subsequently reversed, the original charges and any charges that are dismissed by reason of this plea agreement are automatically reinstated.

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64.

5. If the defendant is charged with a felony, he hereby waives his rights to a preliminary hearing or other probable cause determination on the charges to which he pleads. The defendant agrees that this agreement shall not be binding on the State should the defendant be charged with or commit a crime between the time of this agreement and the time for sentencing in this cause; nor shall this agreement be binding on the State until the State confirms all representations made by the defendant and his/her attorney, to-wit: **Defendant avows that he has no prior felony convictions and was not on probation, parole or community supervision at the time of this offense.**

If the defendant fails to appear for sentencing, the court may disregard the stipulated sentence and impose any lawful sentence which is the same as or exceeds the stipulated sentence in the plea agreement. In the event the court rejects the plea, or either the State or the defendant withdraws the plea, the defendant hereby waives and gives up his right to a preliminary hearing or other probable cause determination on the original charges.

64.

6. Unless this plea is rejected by the court or withdrawn by either party, the defendant hereby waives and gives up any and all motions, defenses, objections, limitation periods or requests which he has made or raised, or could assert hereafter, to the court's entry of judgment against him and imposition of a sentence upon him consistent with this agreement. By entering this agreement, the defendant further waives and gives up the right to appeal.

64.

7. The parties hereto fully and completely understand and agree that by entering into a plea agreement, the defendant consents to judicial fact-finding by preponderance of the evidence as to any aspect or enhancement of sentence, and that any sentence either stipulated to or recommended herein in paragraph two is not binding on the court. In making the sentencing determination, the court is not bound by the rules of evidence. If after accepting this plea the court concludes that any of the plea agreement's provisions regarding the sentence or the term and conditions of probation are inappropriate, it can reject the plea. If the court decides to reject the plea agreement provisions regarding the sentencing, it must give both the state and the defendant an opportunity to withdraw from the plea agreement. In case this plea agreement is withdrawn, all original charges will automatically be reinstated. The defendant in such case waives and gives up his right to a probable cause determination on the original charges.

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☒ 8. I understand that if I am not a citizen of the United States that my decision to go to trial or enter into a plea agreement may have immigration consequences. Specifically, I understand that pleading guilty or no contest to a crime may affect my immigration status. Admitting guilt may result in deportation even if the charge is later dismissed. My plea or admission of guilt could result in my deportation or removal, could prevent me from ever being able to get legal status in the United States, or could prevent me from becoming a United States citizen. I understand that I am not required to disclose my legal status in the United States to the court.

☒ 9. If the court decides to reject the plea agreement provisions regarding sentencing and neither the State nor the defendant elects to withdraw the plea agreement, then any sentence either stipulated to or recommended herein in paragraph 2 is not binding upon the court, and the court is bound only by the sentencing limits set forth in paragraph 1 and the applicable statutes.

☒ 10. This plea agreement in no way affects any forfeiture proceedings pursuant to A.R.S. § 13-4301, et seq., §13-2314, or § 32-1993, if applicable, nor does the plea agreement in any way compromise or abrogate any civil actions, including actions pursuant to A.R.S. § 13-2301, et seq., or § 13-4301, et seq., or the provisions of A.R.S. §13-2314(H) or A.R.S. §13-4310(C).

☒ 11. I have read and understand all of the provisions, on all of the pages, of this agreement, and I have discussed the case and my constitutional rights with my lawyer. I understand that, by pleading guilty, I will be waiving and giving up my right to a determination of probable cause, to a trial by jury, to confront, cross-examine, and compel the attendance of witnesses, to present evidence in my behalf, my right to remain silent, my privilege against self-incrimination, presumption of innocence, my right to a determination by a jury of any fact used to impose a sentence within the sentencing range, and my right to appeal. I agree to enter my plea as indicated above on the terms and conditions set forth herein. I fully understand that if, as part of this plea agreement, I am granted probation by the court, the terms and conditions thereof are subject to modification at any time during the period of probation. I understand that if I violate any of the written conditions of my probation, my probation may be terminated and I can be sentenced to any term or terms stated above in paragraph one, without limitation.

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I have personally and voluntarily placed my initials in each of the above boxes and signed the signature line below to indicate I read and approved all of the previous paragraphs in this agreement, both individually and as a total binding agreement.

Date 11/30/07

Defendant Gregg Lawrence Wolfe
Gregg Lawrence Wolfe—DOB 10/27/61

I have discussed this case with my client in detail and advised him/her of his/her constitutional rights and all possible defenses. I believe that the plea and disposition set forth herein are appropriate under the facts of this case. I concur in the entry of the plea as indicated above and on the terms and conditions set forth herein.

Date 11-30-07

Rick Poster
Rick Poster- #018115
Defense Counsel

I have reviewed this matter and concur that the plea and disposition set forth herein are appropriate and are in the interests of justice.

Date 12/11/07

Kelly A. O'Connor
Kelly A. O'Connor - #12832
Assistant Attorney General

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Date 11-30-07
12/6/07Rick Foster
Rick Foster - #018115
Defense CounselCandice Stands
018615

I have reviewed this matter and concur that the plea and disposition set forth herein are appropriate and are in the interests of justice.

Date _____

Kelly A. O'Connor
Kelly A. O'Connor - #12832
Assistant Attorney General

STATE OF ARIZONA,

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**EXHIBIT A
FACTUAL BASIS**

In approximately 1991, I met Edward Purvis through a mutual acquaintance, Greg Matheson of Diamondback Glass. From then until approximately 1999, Purvis and I were social friends. Purvis told me he previously owned a company called Hydrate International with an individual named Jeff Davis. Through Purvis' involvement with Hydrate International, ^{as a sales broker for securities} he said, he was aware of an investment program that would return 2% per month to investors. I asked Purvis if I could get involved and offered to be his right hand man. I remained in that employment relationship until Purvis fired me in approximately October 2006 after materials obtained from Chandler Police Officer Bradley Forward were located in my house during execution of a search warrant.

When I started working with Purvis, we would visit investors to discuss the 2% program. Purvis would tell investors that he had an interest in a brokerage firm and could investigate anyone. He often said that his net worth was \$50 million. Through Nakami Chi Group Ministries International, we began to sell investments in various projects, such as Avanti Circuits ("ACI"), a manganese and limestone mine to be located on the island of Vanuatu and other alleged opportunities. The companies we described were "going sideways" and did not generate income to us or our investors. Despite that, Purvis told investors that the project in Vanuatu was worth \$120 billion, ^{120 billion} which I knew was untrue. Neither Purvis nor I was licensed to sell securities and the investments we sold were not registered as securities. Purvis would sometimes tell investors their money would be put into one program, then invest it in another.

Investor money was sent to an offshore account (Alliance Asset Management International) so that it could be sent to International Project Management ("IPM"), a Swiss entity in which Purvis has an ownership interest. IPM owns the Vanuatu project, which is a mine abandoned by a French company. No operating mine exists there today. ^{Same} Investors were not informed that their money was being held offshore. Purvis owned IPM through offshore companies in Anguilla, the Order of ^{Salman} Salman, and International Corporation for Christ. The complex offshore structure was formed by Purvis to hide investor money and to avoid detection by investigators. ^{Same} Investors did not know their money was transferred to these entities and would not know where to look for it. Often, investors asked for documentation and did not receive it.

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At some point, Purvis decided to call the investments donations, also to avoid legal requirements. These were never true donations, as investors were told that they would receive a percentage return on their "donation," often 2% per month. For approximately seven years, investors were paid their monthly return. New investor money was used to pay old investors. Investor money was also used to pay NCGMI salaries and personal expenses for myself and Purvis.

In approximately August or September 2006, NCGMI became unable to make payments to investors after a series of articles appeared concerning an investigation of our activities. When the Arizona Corporation Commission ("ACC") filed an administrative proceeding against me, Purvis and NCGMI, Purvis told me that I should not go to ACC to provide testimony or books and records. He told me that we needed to take a different legal approach to end the investigation.

We undertook two initiatives, the first of which involved Chandler Police Officer Bradley Forward. Forward was a friend of Purvis' and Purvis told me that he had a friend who could provide information about individuals involved in the investigation. Purvis gave me a number of files that had been provided by Forward and told me to hold on to them. At some point, Purvis told me that he had asked Glen Holt, his security officer, to collect the files from me and destroy them. Holt came to my house and collected some of the files, but apparently some remained. Those files were found during execution of the search warrant.

In addition, Purvis asked me to investigate other legal avenues to stop the investigation. I introduced Purvis to Mark Daly, a friend in Colorado who had the ability to prepare International Commercial Claims. Daly was involved in the Halle-lu-Yah organization. I knew that Daly never collected on these filings and the express purpose was to thwart the investigation. We paid Daly a significant amount of money from investor funds. Purvis hired Shana Davis and Tracy Wyatt to assist him. We were aware that Davis had been ordered to cease and desist from the sale of securities in Iowa based on her participation in a 2% per month investment scheme.

I sent Mark Daly papers from the ACC legal file and he assisted in selecting the individuals to be named as "debtors." Purvis sent Davis and Wyatt to Colorado to work on the papers. Purvis and I met a notary at Kinko's on several occasions to sign the paperwork. Daly then prepared the paperwork for the UCC-1 financing statements.

When the materials were found in my house during execution of the search warrant, Purvis told me that he would come over to my house. He said we have a lot of cleaning up to do. He fired me, telling me that I was a "wounded soldier" and would have to be "put aside." He took my name

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off of many of the assets. Purvis told me that I compromised Forward and that it would take a long time to bring me back into the fold. He also asked me whether I would be willing to go to jail for Forward.

When a warrant issued for my arrest, Purvis told me to go to a secure location. He advised me not to have any conversations with my wife and asked me what I was going to do.

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**EXHIBIT B
COOPERATION PROVISIONS**

Gregg Lawrence Wolfe agrees to testify upon request of the Office of the Attorney General, fully, completely and in a truthful manner at any deposition, interview, administrative hearing, trial or retrial, and any other proceeding directly or indirectly relating to any administrative proceeding, civil proceeding, bankruptcy proceeding and/or criminal proceeding which has been filed or may be filed against Edward A. Purvis or persons/entities acting in concert with him in connection with: (i) facts relating to the above-captioned action; (ii) involvement of Edward A. Purvis or persons/entities acting in concert with him in activities relating to the sale of investments; and (iii) involvement of Edward A. Purvis or persons/entities acting in concert with him in Nakami Chi Group Ministries International and other similar entities. 

Gregg Lawrence Wolfe agrees to have no contact concerning the subject matter of his cooperation with any witnesses in any proceeding involving any of the above-described individuals, entities, subsidiaries or affiliates until the later of: (i) his sentencing in this matter, *State of Arizona v. Gregg Lawrence Wolfe, Maricopa County Superior Court No. CR 2007-006261-002 DT*; or (ii) the completion of his cooperation under the provisions of this agreement. Gregg Lawrence Wolfe agrees to keep the Attorney General's Office apprised of his whereabouts at all times until such time as he is sentenced pursuant to this agreement.

If Gregg Lawrence Wolfe at any time refuses to cooperate, refuses to testify, testifies untruthfully as to any material fact or otherwise breaches any aspect of the plea agreement, then, after written application by the State, the Court shall declare the entire plea agreement null and void and the original charges shall be reinstated and the parties returned to the positions they were in immediately prior to this agreement.

Gregg Lawrence Wolfe acknowledges that the State of Arizona has entered into this plea agreement in order to obtain full, complete and truthful testimony and evidence relating to possible investigations and prosecutions of Edward A. Purvis and any other related individuals, entities or subsidiaries. Gregg Lawrence Wolfe is placed on notice that he is subject to prosecution for any

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perjury, false swearing, unsworn falsification or contempt committed in answering or failing to answer questions, producing testimony or evidence in accordance with this plea agreement.

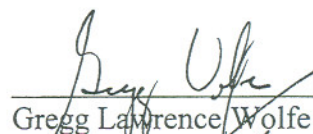
Gregg Lawrence Wolfe's obligations and the sanctions for breach of this plea agreement shall remain in full force and effect until notice in writing is given to the court by the Office of the Attorney General that his testimony and cooperation are no longer required.

The parties stipulate to a waiver of the speedy sentencing provisions of Rule 26.3, Arizona Rules of Criminal Procedure, and agree that the date of sentencing for Gregg Lawrence Wolfe shall be continued until completion of all cooperation provisions set forth in the plea agreement.

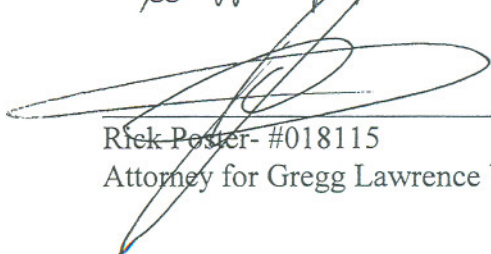
At the time of sentencing, the State shall inform the Court whether Gregg Lawrence Wolfe has fully, completely and truthfully cooperated and testified as described in this agreement. Gregg Lawrence Wolfe and the State of Arizona retain the right to request a pre-sentence hearing pursuant to Rule 26.7, Arizona Rules of Criminal Procedure, in order to present whatever evidence each party in its discretion considers appropriate. Gregg Lawrence Wolfe and the State of Arizona retain the right to make what each considers appropriate recommendations to the Adult Probation Office and the Court regarding sentencing.

Gregg Lawrence Wolfe states that he has read and understands each of the provisions of the plea agreement regarding his obligation to testify and cooperate and has discussed this matter with his attorney.

Date: 11/30/07


Gregg Lawrence Wolfe

Date: 11-30-07


Rick Poster- #018115
Attorney for Gregg Lawrence Wolfe

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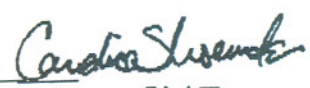
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Date: 11/30/07
Gregg Lawrence WolfeDate: 11-30-07
12/6/07
Rick Pester - #018115

Attorney for Gregg Lawrence Wolfe


018615