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Department of Commerce
Division of Securities

BEFORE THE DIVISION OF SECURITIES
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

IN THE MATTER OF:	•	**ANSWER TO ORDER TO SHOW CAUSE**
TRIGENIX, INC.;	•	Docket No.: SD-06-0086
CULLEY W. DAVIS;	•	Docket No.: SD-06-0087
Respondents.	•	

COMES NOW, the Respondents by and through their counsel of record, TOM D BRANCH, LLC and do hereby provide the following Answer in response to the Utah Division of Securities' ("Division") Order to Show Cause:

ANSWER

1. Concerning the allegations contained in paragraph 1 of the Division's Order to Show Cause, Respondents deny the same, based upon Respondents' position that they were not offering for sale a security.

2. Concerning the allegations contained in paragraph 2 of the Division's Order to Show Cause, Respondents admit the same.

3. Concerning the allegations contained in paragraph 3 of the Division's Order to Show Cause, Respondents deny the same.

4. Concerning the allegations contained in paragraph 4 of the Division's Order to Show Cause, Respondents deny the same and aver that Respondents did not solicit a $100,000.00 investment from a married couple from Utah. Davis was approached by Mr. Lucero, Davis' son's dentist. Mr. Lucero indicated that his neighbor, Jeff Romney, had been telling he and his wife (aka Investors R.L. and K.L.) about the Respondents, and that Mr. Lucero and his wife may have an opportunity to participate in TriGeniX. The Luceros gave Davis a personal loan with an option to convert the loan to a purchase of some of his own personal stock if they chose to do so. The monies lent to Davis constituted nothing more than a personal loan to Davis. Davis' name is the only name which appears on the promissory note. Davis was explicit and clear with the Luceros that he could not allow the Luceros to invest in TriGeniX, Inc. at the time but that he could borrow money for himself, which he could then use, as he saw fit. The monies loaned to Davis were loaned directly to Davis, to use at his discretion for whatever purposes he chose.

5. Concerning the allegations contained in paragraph 5 of the Division's Order to Show Cause, the same requires a legal conclusion to which no response is required. To the extent that a response is required, the Respondents deny the allegations of paragraph 5 of the Order to Show Cause and aver that the Respondents did not sell anything to the Luceros, nor did the Luceros commit to buy anything. The Respondents aver that pursuant to the promissory note, the Luceros merely had an option available to them to convert the loan to a purchase of Davis' personal stock.

6. Concerning the allegations contained in paragraph 6 of the Division's Order to Show Cause, Respondents are without sufficient information to either admit or deny the allegations and

therefore deny the same. Respondents aver that the Luceros were clearly told by Davis and/or others, before the Luceros loaned Davis any money, that Davis had filed a Chapter 7 bankruptcy involving a substantial number of creditors. In fact one of the Luceros' neighbors even disclosed to the Luceros that he had given Davis three (3) loans in the past and that although he was late on paying loans, each one was paid off in full with interest. Respondents further aver that Davis, as well as others, disclosed many facts about Davis' past financial problems and failed business deals to the Luceros. In addition, the Lucreos received advice from their legal counsel on the loan as well.

7. Concerning the allegations contained in paragraph 7 of the Division's Order to Show Cause, Respondents deny the same and aver that in January 2006, the Luceros met with Davis in Salt Lake County, UT to discuss loaning money to Davis.

8. Concerning the allegations contained in paragraph 8 of the Division's Order to Show Cause, Respondents deny the same and aver that TriGeniX was already a public company as of December 13, 2005, and Davis told the Luceros this fact.

9. Concerning the allegations contained in paragraph 9 of the Division's Order to Show Cause, Respondents deny the same and aver that TriGeniX's first Private Placement Offering which Davis sold was sold at $1.50 per share. Davis funded and closed that offering on December 31, 2005. TriGeniX had a second Private Placement that was going to be offered at $3.00 per share which was scheduled to be ready in July or August of 2006.

10. Concerning the allegations contained in paragraph 10 of the Division's Order to Show Cause, Respondents admit the same.

11. Concerning the allegations contained in paragraph 11 of the Division's Order to Show Cause, Respondents deny the same and aver that the promissory note speaks for itself.

12. Concerning the allegations contained in paragraph 12 of the Division's Order to Show Cause, Respondents deny the same.

13. Concerning the allegations contained in paragraph 13 of the Division's Order to Show Cause, Respondents admit all allegations contained therein with the exception of the allegation that the Luceros invested $100,000.00 with Davis. Respondents aver that in order to avoid one misconstruing the language, the Luceros merely loaned Davis $100,000.00.

14. Concerning the allegations contained in paragraph 14 of the Division's Order to Show Cause, Respondents deny the same and aver that the promissory note speaks for itself.

15. Concerning the allegations contained in paragraph 15 of the Division's Order to Show Cause, Respondents admit the same.

16. Concerning the allegations contained in paragraph 16 of the Division's Order to Show Cause, Respondents deny the same and aver that at that time TriGeniX was already public and Infomercials had been completed. Davis produced four (4), appx. twenty-eight (28) minute infomercials and had mailed copies to the Luceros.

17. Concerning the allegations contained in paragraph 17 of the Division's Order to Show Cause, Respondents deny the same and aver that it was Ms. Lucero who approached Davis about extending the loan. The Luceros were very interested in extending the loan at the interest rate indicated in the Promissory Note and it was the Luceros who offered to provide an extension on the loan to Davis as the interest rate on the promissory note was much better than the bank which they previously had their money in.

18. Concerning the allegations contained in paragraph 18 of the Division's Order to Show Cause, Respondents admit the same.

19. Concerning the allegations contained in paragraph 19 of the Division's Order to Show Cause, Respondents deny the same.

20. Concerning the allegations contained in paragraph 20 of the Division's Order to Show Cause, Respondents are without sufficient information to either admit or deny the allegations and therefore deny the same.

21. Concerning the allegations contained in paragraph 21 of the Division's Order to Show Cause, Respondents admit the same.

22. Concerning the allegations contained in paragraph 22 of the Division's Order to Show Cause, Respondents deny the same as currently constituted and aver that on or about August 7, 2006 Davis delivered a check from Global Technology, Inc., an entity unaffiliated with TriGeniX, in the amount of $112,141.00 to the Luceros to hold as potential payment of the Promissory Note. It was agreed upon by Davis and the Luceros that the aforementioned check was to be held by the Luceros until Davis gave approval to deposit the check. Davis advised the Luceros that there were funds potentially coming into the account and that he would let the Luceros know when they could present the check for payment. Contrary to the parties' agreement, the Luceros tried to negotiate the check prematurely without Davis' knowledge or approval.

23. Concerning the allegations contained in paragraph 23 of the Division's Order to Show Cause, Respondents deny the same and aver that after two (2) demands, the Luceros have received no return of principal or interest from their loan to Davis.

24. The Respondents incorporate their responses to the allegations set forth above as if fully set forth herein.

25. Concerning the allegations contained in paragraph 25 of the Division's Order to Show Cause, the same requires a legal conclusion to which no response is required. To the extent that a response is required, the Respondents deny the allegations of paragraph 25 of the Order to Show Cause.

26. Concerning the allegations contained in paragraph 26 and its subpart a. of the Division's Order to Show Cause, Respondents deny the same.

27. Concerning the allegations contained in paragraph 27 of the Division's Order to Show Cause, Respondents deny the same.

28. Concerning the allegations contained in paragraph 28 of the Division's Order to Show Cause, the same requires a legal conclusion to which no response is required. To the extent that a response is required, the Respondents deny the allegations of paragraph 28 of the Order to Show Cause.

GENERAL STATEMENT

The Luceros met with Davis and loaned the money to Davis personally. Respondents aver that prior to the execution of the Promissory Note, Davis provided the Luceros a draft of the promissory note at issue and advised the Luceros that the same was merely a sample of a promissory note which was comparable to promissory notes Davis had used in the past. Davis advised the Luceros to review the same with an attorney and further informed the Luceros that he would consider whatever promissory note the Luceros' attorney prepared, so long as the same comported to the terms which the parties had agreed upon. Subsequently, the Luceros had their attorney review and advise them as to the transaction.

Respondents further aver that prior to the Luceros loaning Davis the money, Davis openly disclosed to the Luceros his past problems and issues with various companies and

proper.

DATED this 20th day of November, 2006.

TOM D BRANCH, LLC

TOM D BRANCH
CHRIS C. ROGERS
Attorneys for Respondents

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing ANSWER TO ORDER TO SHOW CAUSE was mailed, postage prepaid, on this 30th day of November, 2006 to the following at:

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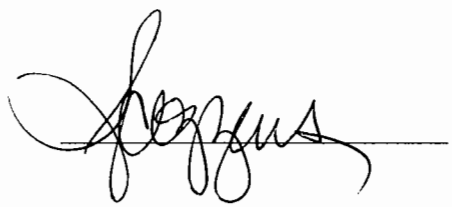
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