BEFORE THE ARKANSAS SECURITIES COMMISSIONER
CASE NO. S-13-0092

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ARKANSAS SECURITIES DEPT.

IN THE MATTER OF:

CURA CONSULT & ASSOCIATED COMPANIES AND MICHAEL G. SHOOK **RESPONDENTS**

AMENDED REQUEST FOR CEASE AND DESIST ORDER

The Staff of the Arkansas Securities Department ("Staff") has received information and has in its possession certain evidence indicating that Cura Consult & Associated Companies, and Michael G. Shook (collectively "the Respondents") have violated provisions of the Arkansas Securities Act ("Act"), Ark. Code Ann. §§ 23-42-101 through 23-42-509. The Staff previously filed a Request for Cease and Desist Order on April 8, 2014.

ADMINISTRATIVE AUTHORITY

1. This matter is brought in connection with violations of the Act and is therefore properly before the Arkansas Securities Commissioner ("Commissioner") in accordance with Ark. Code Ann. § 23-42-209.

RESPONDENTS

2. Cura Consult and Associated Companies ("CCAC") is a Bahamian business entity with a principal address of 15 Lillian Court, Lucaya, P.O. Box F-42021, Freeport, Grand Bahama Islands. CCAC has never been registered with the Arkansas Securities Department ("Department") in any capacity pursuant to the Act.

3. Michael G. Shook ("Shook") is a former resident of Rogers, Arkansas. Shook serves as the managing member of CCAC. Shook has never been registered with the Department in any capacity pursuant to the Act.

FACTS SUPPORTING REQUEST FOR CEASE AND DESIST ORDER

4. Despite never having been registered with the Department in any capacity, Shook holds himself out to be an investment adviser representative capable of making investments and managing the assets of third parties. In the past, Shook has operated businesses purporting to have investment adviser capabilities, bearing such names as Shook Investments, LLC and Titanium Management Company.

5. Shook was introduced to Arkansas Resident One ("AR1") through a family member. Shook represented to AR1 that he was a registered investment adviser representative and money manager with the ability to provide extraordinary rates of return for his investors. Shook particularly emphasized his vast investment experience and recounted his previous successes trading foreign currencies and commodities. Shook claimed to have privileged access to an asset investment fund through CCAC that included a diverse number of securities and strategies.

6. Based on the foregoing representations, AR1 provided Shook with an investment of $21,000.00. On December 29, 2009, AR1 entered into a written investment adviser agreement with CCAC, which reflected AR1's principal investment through Shook. The agreement set out the terms of the investment services to be rendered by including an Asset Assignment Agreement, a Master Asset Management Agreement, and an Investment Policy. A copy of the investment adviser agreement entered into between AR1 and CCAC is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes. The agreement contained the following statements and affirmations:

(a) "The Asset Manager (CCAC) is placing a Guarantee towards the Client (AR1) that such investment will produce such income as to net the Client at least 15% per year Minimum."

(b) "Manager represents and/or acknowledges that Manager is registered or exempt from registration as an investment adviser with the Securities and Exchange Commission under the Investment Advisers Act of 1940."

(c) "Monies or assets (i) in accounts over which Manager is granted trading authority, and/or (ii) deposited in a Trust account of Manager (are to be) used in capital protected structures or fully covered transactions with investment grade counter parties including, but limited to the following: marketable equity and debt securities of issuers investment grade rated by S&P or Moody's; U.S. government obligations; credit obligations of obligatory investment grade rated by S&P or Moody's; arbitrage, block trades, long-shorts, and stock loans; hedged derivative transactions, including futures; commodities or currencies; investments in investment companies or investment funds which engages in trades of securities, derivatives, and commodities that meet the terms, conditions, and limitations set forth herein; and any other investment deemed reasonably by the Manager."

7. Despite numerous requests to Shook, AR1 has not received any return on the investment and has not received a return of the original principal. The Staff's examination of relevant bank records revealed that Shook did not invest AR's money as represented but, rather, converted the funds for uses not discussed with the client. Specifically, Shook sent $18,000.00 to a law firm in Florida for purposes other than investment and failed to invest the remainder of AR1's funds. However, despite failing to invest the money as promised, Shook sent AR1 a falsified account statement dated March 1, 2010, showing that AR1's funds had been placed in

an investment fund on February 1, 2010, and had accrued trading profits during the first month of investment. A copy of the falsified statement that Shook sent to AR1 is attached hereto as Exhibit "B" and is incorporated herein by reference for all purposes.

8. Despite the aforementioned representations to the contrary, the Staff's search of Department records revealed no investment adviser registration or notice filing for CCAC and no investment adviser representative registration for Shook in accordance with the Act.

APPLICABLE LAW

9. Ark. Code Ann. § 23-42-301(c) prohibits any person from transacting business in Arkansas as an investment adviser or representative without first being registered as such pursuant to the Act.

10. Ark. Code Ann. § 23-42-507(2) makes it unlawful for any person, in connection with the offer, sale, or purchase of any security, directly or indirectly, 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 are made, not misleading.

CONCLUSIONS OF LAW

11. CCAC violated Ark. Code Ann § 23-42-301(c) when it entered into an investment adviser agreement with AR1 without first being properly registered under the Act to do so.

12. Shook violated Ark. Code Ann § 23-42-301(c) when he engaged a client and accepted funds to be invested without first being properly registered under the Act to do so.

13. The Respondents committed securities fraud in violation of Ark. Code Ann. § 23-42-507(2) by representing to AR1 that CCAC was a registered investment adviser and that Shook was a registered investment adviser representative. The Respondents further violated Ark. Code Ann. § 23-42-507(2) by representing that AR1's money would be invested in a

securities investment fund available through CCAC which provided a minimum return of 15% per year, when, in fact, Shook converted the funds for purposes other than investment.

LEGAL AUTHORITY TO ISSUE CEASE AND DESIST ORDER

14. Ark. Code Ann. § 23-42-209(a)(1)(A) provides that whenever it appears to the Commissioner, upon sufficient grounds or evidence satisfactory to the Commissioner, that any person has engaged or is about to engage in any act or practice constituting a violation of any provision of the Act, or any rule or order under the Act, the Commissioner may summarily order the person to cease and desist from the act or practice.

PRAYER FOR RELIEF

WHEREFORE, the Staff respectfully requests that the Commissioner summarily order Shook and CCAC to immediately cease and desist from providing investment adviser services to residents of the state of Arkansas until such time as the parties are properly registered to do so under the Arkansas Securities Act; and that the Commissioner will summarily order Shook and CCAC to immediately cease and desist from committing fraud or deceit in connection with the offer or sale of any securities in the state of Arkansas; and for all other relief to which the Staff may be entitled.

Respectfully Submitted,

J. Campbell McLaurin III
Arkansas Securities Department
Heritage West Building, Suite 300
201 East Markham Street
Little Rock, Arkansas 72201
Attorney for the Staff

Contract Code : CCAC/BAHAMAS/215K
Transaction Code : CCAC/MGS/KR/BAHAMAS/2010C

Asset Assignment Agreement - Instructions

Section 1 – Client Information

Please fill out your/your entity contact information.

Section 2 – Term of Asset Assignment Agreement

Please select the length of term you would like applied to your deposit and place an "X" on the line proceeding the appropriate term.

Section 3 – Amount of Deposited Asset

Please indicate the amount of deposit and the currency in the blank provided.

Section 4 – Investment Returns

Please select if you would like your investment returns paid to you/your entity monthly, quarterly or at end of term and place an "X" next the appropriate choice. If you choose quarterly, place an "X" next to the payment type (bank wire or certified bank check). Bank check will be sent via private courier to the address provided in Section 1 unless otherwise specified.

Section 5 – Bank Information

Please complete this section if you have chosen to have interest payments sent quarterly via bank wire.

Section 6 – Beneficiary

Please select one beneficiary in the event of death, the beneficiary will be our first point of contact in any of the events listed under Section III of the Terms and Conditions.

Section 7 – Terms and Conditions

Please read carefully. Under Terms and Conditions you will find information regarding bank information to send deposits to and the address to which the contract will be sent via private courier (DHL or FedEx).

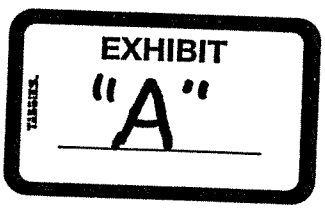
Section 8 – Signatures/Notary

Please sign and have your signature notarized by a Notary Public or Qualified Solicitor in the space provided. Be sure each page is initialed at the bottom. Upon receiving the original contract, Manager will sign under notary witness and mail or fax a copy of the signed and completed contract to you. Cura Consult & Associated Companies must retain all original documents for our records.

Upon completing the steps above, Manager will provide full banking instructions for wire transfers or swifts. All funds must be sent in USD (US Dollars) unless otherwise cleared through Manager.

Next make a copy of all pages of the Master Asset Management Agreement & Asset Assignment Agreement and send the original contracts via private courier (DHL/FedEx) to the address provided under Section VI of the Terms and Conditions. Under the "description of contents" section on the parcel slip, write "LEGAL DOCUMENTS – TIME SENSITIVE" in order to avoid delays through U.S. Customs. Retain the tracking# of your parcel.

After these two steps are complete, fax or email "Manager" confirmation of the wire transfer sent as well as the tracking# of your parcel sent containing the contract. In addition, fax or Email all copied pages of the contracts to +353.818.902792 or email a scanned copy of the contract to michael@tmhcsa.com for confirmation. As soon as funds arrive, and clear the bank, and the contract is received, you will receive notification and a returned copy of the contract signed and notarized by a "Manager".



Client Initials_____ Manager Initials_____

Contract Code : CCAC/BAHAMAS/215K
Transaction Code : CCAC/MGS/KR/BAHAMAS/2010C

ASSET ASSIGNMENT AGREEMENT
Assets under Management
Master Transaction Code #: CCAC/MGS/KR/BAHAMAS/2010C

Date: December 29, 2009

PARTIES:

"MANAGER"

Cura Consult & Associated Companies
15 Lillian Court, Lucaya, P.O Box F-42021
Freeport, Grand Bahama Islands ("*Manager*")
Attention: Mr. Michael Shook
Tel.: +305.767.4301, Fax: + 353.818.902792.
Email: michael@tmhcsa.com

"Client"

[redacted] ("Client")
[redacted]
[redacted]
Tel.: [redacted] Email: [redacted]

1. For valuable consideration received and acknowledged, the purpose of the Asset Assignment Agreement, shall be to identify the "Asset" and to engage in an investment program, with better than average returns using the underlying assets currently on deposit in a bank or equivalent account through one of the Managers programs, with such management conducted by the "Asset Manager". The investment "Manager" shall carry out all activities in connection therewith as are not prohibited by law.
2. The Asset Assignment Agreement shall commence on the date of the execution of this Agreement by both parties hereto and the placement of funds and/or securities for the period as identified below. This agreement shall be governed by the Master Asset Management Agreement with the terms and conditions for such investment as outlined.
3. The Managing Party "Manager" shall receive a profit/fee for performing its duties under the Asset Management Agreement of 50% (Fifty Percent) of the profits earned by the funds invested, which shall be paid monthly. The Investment Party "Client" shall receive a profit of 50% (Fifty Percent) of the profits earned by the funds invested, which shall be paid monthly by the Managing Party to the Investment Party. Together with such payment the Managing Party shall indicate the profitability of the funds invested, and shall provide the Investment Party

Contract Code : CCAC/BAHAMAS/215K
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"Client "with the information and documents necessary to justify that such profits were effectively earned by the investment funds.

4. The Asset Manager is placing a Guarantee towards the Client that such investment will produce such income as to net the Client at least 15% (fifteen percent) per year Minimum.

Depositor Information

Name [redacted]
Address [redacted]
[redacted]
Home Phone [redacted] Cell Phone [redacted]
Fax _____ email [redacted]

Term of Asset Assignment Contract: ___ 1 year ___ 2 year ___ 3 year ___ 4 year ___ 5 year

Amount of Asset Management Contract $ 21,000 USD (US Dollars or Euros)

Payments from Investment:

___ I would like my investment payment to be paid to me/my entity monthly (every month) via:

___ I would like my investment payment to be paid to me/my entity quarterly (every 3 months) via:

___ I would like my investment payment to be paid to me/my entity semi annually (every 6 months) via:

___ I would like my investment payment to remain with "Manager" in the trading account until the end of my contract term, or until I request a withdraw from the investment paid to me/my entity or rolled back into the principle for renewal of contract if I so choose.

___ Certified Bank Check

___ Wire Transfer (Swift)

Bank Information (complete if you will be receiving investment payments via bank wire)

Bank Name [redacted]
Bank Address [redacted]
Bank Phone [redacted]
SWIFT Code N/A
ABN / IBAN [redacted]
Account# [redacted]
Accountholder [redacted]

Beneficiary

Beneficiary Information (Elected person/entities to receive benefits in the event of death)

Name [redacted]

Contract Code : CCAC/BAHAMAS/215K
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Address [redacted]

[redacted]

Home Phone [redacted] Cell Phone [redacted]

Fax _____ email [redacted]

Terms and Conditions

1. Client hereby agrees to send funds as listed above to the bank account provided by "Manager" for deposit within 72 hours (3 days) of signing this agreement unless the client and manager has agreed with different terms.

2. Cura Consult & Associated Companies guarantees that all deposited principle, and will hold in top 50 banks in the world, with exception of loss of funds due to: natural disaster, Internet theft, internet crime, bank error or an event of war which would prohibit this financial agreement from continuation. All management, principles and staff of Cura Consult & Associated Companies are not to be held liable for funds lost due to any of the above events.

3. Upon the event of death, inability to make financial decisions or appointment of power of attorney by the individual/entity named as depositor by this contract, interest and principle will continue to the individual/entity named as beneficiary upon confirmation of such event by certified notarized letter from the representing attorney or solicitor, or by certified notarized letter from the individual/entity representative named as depositor by this contract. The beneficiary named herein shall receive interest and principle due as well as have the right to renew depositor contracts upon expiration.

4. If the client requests early withdrawal of principle before maturity of the contract date, principle will be returned to the depositor within 60 days, and agrees that any and all interest due for that interest term may be prorated or forfeited for such early withdraw. In addition, a 5% fee of the principle amount stated within this contract can be deducted for early withdrawal.

5. Client agrees that this Asset Assignment Agreement initiates upon receipt of funds by Cura Consult & Associated Companies. Confirmation of funds received shall be sent to the client, thus initiating the contract term date.

6. **Upon signing this contract with notary witness signature, client must fax all pages to Cura Consult & Associated Companies.** Furthermore, original documents must be sent via private courier with tracking abilities (DHL/FedEx) and the original contract with original signatures to:

Cura Consult & Associated Companies
15 Lillian Court, Lucaya P.O. Box F-42021
Freeport, Grand Bahama Island
Attn: Michael Shook

7. Cura Consult & Associated Companies reserves the right to refuse deposits from any individual/entity for reasons at their own discretion. Right of refusal is reserved for the purpose of the protection of all Clients to Cura Consult & Associated Companies as well as the protection of the principles, staff, and associates. If deposit is refused, "Manager" will notify the depositor via written correspondence and return principle within 72 hours of decline.

Signatures/Notary

I [redacted] hereby agree to the terms contained within this Asset Assignment Agreement. I furthermore state that I am of sound mind and am able to make financial decisions on my own behalf. I fully understand the terms contained herein and agree to them fully.

Client:

[redacted] [redacted] 29DEC09

Printed Name Signature Date

NOTARY PUBLIC #12350321 WASHINGTON COUNTY, ARKANSAS MY COMM. EXPT. 30, 2016

12-29-09

Client Initials_____ Manager Initials_____

Contract Code : CCAC/BAHAMAS/215K
Transaction Code : CCAC/MGS/KR/BAHAMAS/2010C

MASTER ASSET MANAGEMENT AGREEMENT
Multiple Assets under Management
Master Transaction Code #: CCAC/MGS/KR/BAHAMAS/2010C

Date: As of, December 29, 2009

PARTIES:

Cura Consult & Associated Companies
15 Lillian Court, Lucaya, P.O Box F-42021
Freeport, Grand Bahama Islands ("*Manager*")
Attention: Mr. Michael Shook
Tel.: +305.767.4301, Fax: + 353.818.902792.
Email: michael@tmhcsa.com

"Client"

[redacted]

Tel.: [redacted] Email: [redacted]

The undersigned (referring to all account holders jointly and severally, as trustees, corporate officers, custodians and/or any other authorized person(s) signing as or for the "*Client*" or "*Clients*" as designated on the signature page of this Agreement) hereby employs your services, according to the following terms and conditions:

1. Advisory Services. The Client hereby appoints Manager, and Manager hereby accepts the appointment, to be the Client's Asset Management Investment Manager to provide discretionary investment management services as to the investment account(s) established by the Manager (the "*Account*" whether one or more) in accordance with the terms and conditions hereinafter set forth. Throughout the term of this Agreement, Manager shall have full discretion to supervise, manage, direct the distribution of assets held in the Account, together with all additions, substitutions and alterations thereto, with full power and authority as agent and attorney-in-fact to purchase, sell, invest, reinvest, exchange, convert, and trade the assets in the said Account, and perform any act incidental thereto, in any manner deemed appropriate and to place all orders for the purchase and sale of Account assets with or through bankers, brokers/ dealers, or issuers selected by Manager as the case may be, all without prior consultation

with the Client and all at such times as the Manager deems appropriate. The assignment shall be a complete and irrevocable assignment and shall contain powers allowing the Manger to use the asset as intended under this agreement to fully exploit each access to produce a safe revenue stream. Manager hereby warrants that it will use its best efforts to exploit its contacts and resources to leverage and monetize the assets assigned under management to produce a revenue stream based on representations made to it by its financial institutions and trading platforms.

2. **Applicable Investment Guidelines.** Manager will manage and select investments for the Account in accordance with the investment policy substantially in the form attached hereto as Exhibit A and instructions. Client acknowledges and agrees that the Manager is responsible for ensuring that the investment policy and other directives provided to Client are in accordance with applicable law. The Client represents that the Client Documentation, the information set forth in the client information sheet hereto, and any other written information provided to Manager is accurate and complete, and the Client agrees that Manager and its agents may each rely on such information in performing their responsibilities hereunder. The Client acknowledges and understands that it shall be the responsibility of the Client to promptly advise Manager of any changes in such Client Documentation or other written information provided by the Client to Manager.

3. **Custody of Assets.** All transactions authorized by this Agreement shall be considered consummated when transfer is confirmed by the Manager from the Client's designated Account and the said funds have cleared the bank the(*"Trust Account"*) of all cash and/or securities due to or from the Account. Instructions from Manager to the Client or the Trust Account with respect to asset transactions shall be made in writing (which shall include without limitation any reliable electronic form of instruction) or orally and confirmed in writing as soon as practicable thereafter, and Manager shall instruct all broker/dealers, or issuers executing orders on behalf of the Account to forward the said copies of notices of all transactions promptly after execution. The Client acknowledges and understands that the Manager and the Trust Attorney will have direct custody with respect to the assets held in the Account. The Client agrees to provide to the Manager all necessary custodial information and authorization for the purposes of security clearance, Account reporting and all other investment advisory purposes, including distributions from the Account as instructed by Client. Manager shall use a top 50 bank to establish an account to receive the revenues generated from any asset prior to distribution. Manager may establish sub accounts in the name of Client to receive the funds after all transaction costs, expenses and fees have been paid including maintaining a nominal amount in the operating account.

4. **Allocation of Brokerage.** Where Manager places orders for the execution of portfolio transactions for the Account, Manager will obtain the best execution for orders of the Account in accordance with applicable law. Manager may also allocate such transactions to such broker/dealers, including affiliates of Manager, for execution on such markets, at such prices and at such commission rates as in the good faith judgment of Manager will be in the best interest of the Account, taking into consideration in the selection of such broker/ dealers not only the available prices and rates of brokerage commissions, but also other relevant factors (such as, without limitation, execution capabilities, research and other services provided by such broker/dealers which are expected to enhance the general portfolio management capabilities of Manager, and the value of an ongoing relationship of Manager) without having to demonstrate that such factors are of a direct benefit to the Account.

5. **Client Withdraw.** The Client agrees to provide Manager with written notice (minimum 60) day's notice of said requests for early withdrawal of the principle investment before the maturity of the contract date. The principle will be returned within 60 days of said request and the client agrees that any and all interest due for the said term may be forfeited or adjusted because of said early withdraw. In addition, a 5% fee based on the principle amount stated within the contract maybe deducted for early withdrawal depending on the investments. Manager will use its best efforts to consider the effects on the Account's investment portfolio and Manager's investment advice of any investments so directed, but Manager assumes no responsibility for any investment activity solely directed by the Client or other agents of the Client, or the effects it may have on Manager's overall investment advice.

6. **Client Representations and Acknowledgments.** The Client represents and/or acknowledges that: (a) this Agreement does not violate any obligations by which the Client is otherwise bound and upon execution and delivery, this Agreement will be binding upon the Client in accordance with its terms; (b) the Client has reviewed the Client Documentation with a representative of Manager.

7. **Manager Representations and Acknowledgments.** Manager represents and/or acknowledges that: (a) Manager is registered or exempt from registration as an investment adviser with the Securities and Exchange Commission under the Investment Advisers Act of 1940; (b) to the extent required by law, Manager will treat as confidential any information obtained from or about the Client or the Client's Account through the performance of its obligations under this Agreement.

8. **Transaction Description:** In addition to this Master Asset Management Agreement, an Asset Assignment Agreement shall be issued for each asset submitted. Such asset shall specifically refer to the Master Transaction Code first appearing above. Additionally, the assignment must contain the following applicable information: a full legal description of the asset, its location, amount, issue date, maturity date, type of interest being assigned, duration of assignment, name of owner and its designated authorized signatory (if a corporation, trust, LLC or association a resolution approving the assignment must be attached to the assignment), distribution of the proceeds breakdown and any other pertinent information that has a material impact on the asset and the assignment. Each assignment shall contain the statement: "for valuable consideration received and acknowledged" prior to stating an assignment is being made. Each asset and assignment document with supporting information shall be attached to this Master Asset Management Agreement and incorporated herein. The specific terms and conditions pertaining to each asset and assignment shall apply specifically to such asset and not affect the terms and conditions of other submitted assets. The assignment shall be a complete and irrevocable assignment and shall contain powers allowing Manager to use the asset as intended under this agreement to fully exploit each access to produce a revenue stream.

9. **Confidentiality.** The terms and conditions of this agreement together with all information that is required to be revealed to the financing sources shall remain confidential and private. All information pertaining to the transactions and participants not readily available to the general public shall remain confidential as each assignment hereunder is a private transaction between two parties that know each other. The contracts between the Parties are private transactions that are not covered by the U.S. Securities Acts or State Securities Laws. The Parties agree that under this agreement there is no duty by Manger to divulge or reveal its sources and contacts to a Client, unless required for placement of the asset as required hereunder or by law enforcement, proper administrative order or by order of a court of competent jurisdiction. Manager hereby warrants that it will use its best efforts to exploit its contacts and resources to leverage and monetize the assets assigned under management to produce a revenue stream based on representations made to it by its financial institutions and trading platforms.

10. **Non-exclusivity.** It is understood that Manager performs investment advisory services for various clients. The Client agrees that Manager may give advice and take action in the performance of its duties with respect to any of its other clients which may differ with respect to the Account so long as it is the policy of Manager, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. Nothing in this Agreement shall be deemed to confer upon Manager any obligation to acquire for the Account a position in any security which Manager or its directors, principals or employees may acquire for their own accounts or for the account of any other client, if in the sole and absolute discretion of Manager it is not, for any reason, practical or desirable to acquire a position in such security for the Account.

11. **Limitation of Liability.** In providing services under this Agreement, the Client acknowledges that except for negligence, willful misconduct or violation of applicable law, neither Manager, nor its principals, directors, officers, employees or agents shall be liable for any damages, losses, expenses, or costs (including without limitation any attorneys' fees) (collectively a "Loss") arising out of or in connection with any acts or omissions or for any errors of judgment or use of discretion in managing the Account or for any Loss incurred by reason of any acts or omissions of any broker, custodian or other third party providing services, directly or indirectly, to the Account. The Client understands that federal and/or state securities laws give rights to the Client that may not be waived by this Agreement. This Section 11 shall survive the termination of this Agreement.

12. **Compensation.** The payment and computation Due to the Client will be fully addressed in the Asset Assignment Agreement for each asset submitted for Asset Management. All revenues generated from the use of the asset or assets placed by the Parties shall after payments of commissions, transaction costs and fees, (net revenues) be divided per the assignment agreement unless other wise stated in the Asset Assignment Agreement. Net revenues equal gross revenues minus transaction costs, reasonable commissions due to intermediaries, if any, and amount due to the lender and/or trading company under the investment agreement. These costs, expenses and fees must be paid prior to the disbursement of net revenues between the Parties as outlined in this paragraph. The terms and conditions of any said loan and/or investment contract shall govern receipt of investment payments including any applicable terms affecting rights of the Parties hereunder which shall be determinative and incorporated herein.

13. **Account Reporting**. The Manager will provide Client with Quarterly Account reports or as reasonably requested by Client from time to time. In computing the market value of any asset held in the Account, each security listed on any national securities exchange shall be valued at the last sale price on the valuation date; but listed securities not traded on such date and any unlisted security regularly traded in the over-the-counter market shall be valued at the latest available bid price reflected by quotations furnished to Manager by such source as it may deem appropriate. Any other asset shall be valued in such manner as shall be determined in good faith by Manager to reflect its fair market value The Client recognizes that dividends, capital gains, transfers and sales of securities may create a taxable event unless the Account is a tax-qualified or tax-exempt account. The Client also acknowledges that Manager does not offer legal or tax advice. However when requested, Manger will assist with arranging suitable legal and tax professionals to the extent deemed necessary to assist the Client.

14. **Termination. Assignment and Amendment**. The Client acknowledges and understands that, unless otherwise agreed, This Master Asset Management Agreement shall remain in full force and effect for a period of five (5) years. However, the Parties can mutually agree to automatically extend this agreement based on the trading contract by stating their intent in writing to each other at least 60 days prior to the maturity of the underlying transaction agreements via electronic delivery. This agreement shall remain in full force and effect for a period of 30 business days after the termination of the assignment and/or investment contract, whichever has the latest termination date, or as mutually agreed in writing between the Parties.

15. **Governing Law**. The Client understands that this Agreement shall be governed by the Common Wealth laws of the Bahama Islands without giving effect to any conflict of laws, principle, doctrine or statute.

16. **Notices**. The Client understands that unless subsequent written notice is given, any notice, report or other written communication provided to a party shall be mailed to such party's address as stated on the signature page of this Agreement (or any exhibit thereof). and that Manager may forward to its bankers or traders a copy of any written communication sent by the Client in connection with this Agreement. All notices and other communications contemplated by this Agreement shall be deemed duly given if provided in accordance with this Section 16.

17. **Severability**. If any part of this Agreement is determined to be illegal, invalid, or unenforceable, then such part will be considered severed from this Agreement and the remainder of the Agreement will continue in full force and effect.

18. **Counterparts**. This Agreement may be signed and executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same signatory page of the Agreement.

19. **Entire Agreement**. This Agreement (and its accompanying exhibits) represents the entire agreement between the parties and expressly supersedes any prior written or oral agreement.

20. **Qualified Assets**. Qualified assets shall include but not be limited to: certificates of deposit issued by qualified financial institutions, cash accounts held at qualified financial institutions in qualified nations or territories, cashed backed bank guarantees, cash backed letters of credit issued by qualified financial institutions, blocked funds held in qualified financial institutions and qualified letters of guarantee issued by qualified financial institutions, or cash in any currency.

21. **Credit Facility's**. Manager shall have primary responsibility for negotiating and administering the credit facility and/or trade transaction and will coordinate the transaction with the required representatives to close the transaction and have funds deposited. The credit facility and/or investment contract must include a clause agreeing to return any asset accepted hereunder free and clear of liens and encumbrances at the end of contract term to Manager who shall immediately return the certificate to the Client per the assignment agreement. The trading agreement shall not exceed three (3) years, unless an extension is mutually agreed to in writing by both Parties.

22. **Arbitration**. All controversies concerning (a) any transaction, (b) the construction, performance or breach of this Agreement, or (c) any other related matter which may arise between Manager and the Client or its agents, shall be determined by arbitration conducted pursuant to the Commonwealth laws of the Bahama Islands. The Client understands that this arbitration clause does not constitute a waiver of the right to seek a judicial forum where such waiver is void under federal securities laws.

As or on behalf of the Client, I understand that, unless otherwise provided above:

1. Arbitration is final and binding on the parties; the parties are waiving their rights to seek remedies in court, including their right to a jury trial;
2. Pre-arbitration discovery is generally more limited than and different from court proceedings;
3. The arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appeal or

seek modification of rulings by the arbitrators is strictly limited; and
4. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities or advisory industry.
Notwithstanding this Section 22, Manager reserves the right to pursue all legal and equitable remedies that may be available. This Section 22 shall survive the termination of this Agreement.

AGREED TO AND EXECUTED this day of December 29, 2009.

CLIENT:

[redacted]

By: [redacted]
Name:
Title:

Address to which notices will be sent:

[redacted]
Telephone: [redacted]
Email: [redacted]

MANAGER:

CURA CONSULT & ASSOCIATED COMPANIES

By: _____
Name: Michael Shook
Title: Managing *Director*

Address to which notices will be sent:

Cura Consult & Associated Companies
15 Lillian Court, Lucaya, P.O Box F-42021
Freeport, Grand Bahama Island
Telephone: +305.767.4301
Fax: + 353.818.902792
Attn: Managing Director

With a copy to:

Kevin M. Russell & Co Trust Atty
15 Lillian Court, Lucaya, P.O Box F-42021
Freeport, Grand Bahama Islands
Telephone: 242.373.9740
Fax: 242.373.9741

Contract Code : CCAC/BAHAMAS/215K
Transaction Code : CCAC/MGS/KR/BAHAMAS/2010C

Exhibit A

INVESTMENT POLICY

Monies or assets (i) in accounts over which Manager is granted trading authority, and/or (ii) deposited in a Trust account of Manager used in capital protected structures or fully covered transactions with investment grade counter parties including, but limited to the following:

- Marketable equity and debt securities of issuers investment grade rated by S&P or Moody's;
- U.S. government obligations;
- Credit obligations of obligatory investment grade rated by S&P or Moody's;
- Arbitrage, block trades, long-shorts and stock loans;
- Hedged derivative transactions, including futures;
- Commodities and currencies;
- Investments in investment companies or investment funds which engages in trades of securities, derivative and commodities that meet the terms, conditions and limitations set forth herein; and
- Any other investment deemed reasonable by the Manager.

The undersigned hereby represents and warrants that all of the answers, statements and information set forth in this Qualification Statement are true and correct on the date hereof. The undersigned hereby agrees to provide such additional information as requested by the Manager.

IN WITNESS WHEREOF, the undersigned has executed this Qualification Statement on this date December 29, 2009

Client Initials_____ Manager Initials_____

Contract Code : CCAC/BAHAMAS/215K
Transaction Code : CCAC/MGS/KR/BAHAMAS/2010C

Client Name: [redacted]

Signature:_____

Client Information Statement

Client represents and warrants the following information:

1. Client Name:

Passport No.: not available
Country of Issuance:
Passport Issue Date:
Passport Expiry Date:
Date and Place of Birth: [redacted]
Tax ID No.: [redacted]
Home Address: [redacted]
Home Telephone N[redacted]
Home Fax No: none
Mobile Telephone No: [redacted]
Email Address: [redacted]
Website: none

2. The Assets/Funds to be invested/managed are:

Type: cash
Amount: 21000
ID No.:
Location: trading account
Custodian:
Appraisal/value: 21000
Obligor, if any:
Term: 5 yeard
Coupon, if any:

3. Name of Legal Owner of the Assets/Funds to be invested/managed is: [redacted]

4. Name of Beneficial Owner of the Assets/Funds to be invested/managed is: [redacted]

5. My Legal Adviser is:

Law Firm: not available
Address:
Website:
Name of Attorney:
Telephone No.:
Fax No.:
E-mail Address:

Contract Code : CCAC/BAHAMAS/215K
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6. My Bank or Broker-dealer is: not available

Bank/Broker Name:
Bank/Broker Address:
Bank/Broker Officer:
Bank/Broker Telephone No.:
Bank/Broker Fax No.:
Bank SWIFT Code:
Bank Routing Code:
Bank ACH Account No.:
Bank ACH Routing No.:
Broker DTC No.:
Account No.:
Account Name:

7. I speak English. ___ Yes ___ No

8. The history of the Assets/Funds I propose to invest or grant you trading authority with respect to is:

a. Origin: Investment funds

b. The Assets/Funds are free, clear and unencumbered. Yes

c. I have owned the Assets/Funds for: 1 year

9. Overview of my business is provided below:

I swear, under penalty of perjury, that (i) the information given above is both true and accurate; (ii) all assets and monies in my account are derived from non-criminal origin; and (iii) the origin of any funds are in compliance with Anti-Money-Laundering Policies as set forth by the Financial Action Task Force (FATF) 6/01. I further represent and warrant that I am acting with full authority, am legally qualified and empowered to execute and deliver this Letter and be bound by its terms and conditions.

By: [redacted]
Name:

Title:

Passport No.:

Country of Issue:

Enclosures: Copies of Client Passport/Driver's License

Copy of Evidence of Asset/Funds statement

Account number(s) for any account covered by the investment management agreement

Contract Code : CCAC/BAHAMAS/215K
Transaction Code : CCAC/MGS/KR/BAHAMAS/2010C

Exhibit D

Form of Request for Distribution

Dated: December 29, 2009

Mr. Michael Shook
Cura Consult & Associated Companies
15 Lillian Court, Lucaya, P.O Box F-42021
Freeport, Grand Bahama Islands

Re: Request for Distribution

Dear Mr. Shook

Pursuant to the terms and conditions of the Asset Management Agreement, dated December 29, 2009, between us, we hereby instruct you to wire transfer to the bank coordinates set forth below, in immediately available funds, the amount of US$_____, which is equal to the amount due _____.

Bank Name:
Bank Address:
Bank Officer:
Bank Telephone No.:
Bank Fax No.:
Bank SWIFT Code:
Bank Routing Code:
Bank ACH Account No.:
Bank ACH Routing No.:
Account No.:
Account Name:

This written instruction shall not be revoked by us without the written consent of _____.

Sincerely,
By:
Name:
Title:

Client Initials_____ Manager Initials_____

Contract Code : CCAC/BAHAMAS/215K
Transaction Code : CCAC/MGS/KR/BAHAMAS/2010C

THIS AGREEMENT IS SIGNED ON THE DATE AS FIRST WRITTEN ABOVE:

Investing Clientme

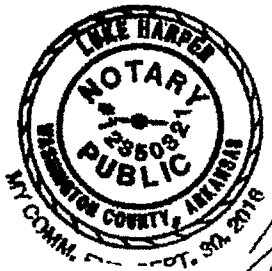
Company:

Signature; [redacted]

Print Name: [redacted]

Title: N/A

Passport No: N/A



12-29-09

Company Seal:

Asset Management Manager

Company: Cura Consult & Associated Companies

Signature: _____

Print Name: _____

Title: _____

Passport No: _____

Company Seal:

Client Initials_____ Manager Initials_____

Cura Consult & Assoicated Companies
15 Lillian Court
Freeport, Grand Bahama Island
(305) 767-4301

March 01, 2010

Monthly Invester Account Statement

STATEMENT OF INVESTMENT ACCOUNT

[redacted]

Account Number **EM13674**

Contract Number: **CCAC/MGS/KR/BAHAMAS/2010C**

Transaction Date(s)	Transaction Description		Profit Amount	Monthly Profit %	Account Balance
Carryover	January Balance				$0.00
	02/01/2010	Deposit	$18,000.00		18,000.00
2/1/2010 - 2/28/2010	Trading Profits(Losses)		$1,026.00	5.70%	$19,026.00
	02/01/2010	Deposit	$3,000.00		$3,000.00
2/1/2010 - 2/28/2010	Trading Profits(losses)		$207.00	6.90%	$3,207.00
2/1/2010 - 2/28/2010	Monthly Trading Profit		$1,233.00		
	Statement Ending Balance				$22,233.00

EXHIBIT "B"