

THE GOVERNMENT OF THE UNITED STATES OF AMERICA (THE Citizens)  
IN REPOSONS TO IT OUT OF CONTROL SERVENTS AT  
SECURITIES AND EXCHANGE COMMISSION

ADMINISTRATIVE FRAUD

File No. 3-18099

In the Matter of

The SEC Creating a False Case against  
BLACK DIAMOND ASSET  
MANAGEMENT LLC  
And  
ROBERT WILSON



The Members of the United States Government Being Defrauded

The United States Governments Demand that the Servants follow the Law as stated in the United States Constitution and Demand that the SEC stand Down from interfering with the Peoples rights to enforces Their Will Better Known as the Constitution Additional the People Demand that the Sec stop making up Regulation that do not existed to Retaliate against Mr. Wilson and Black Diamond

Robert Wilson  
Spokes Person for the People

██████████  
Calverton NY ██████████

November 7, 2017

TABLE OF CONTENTS

PRELIMINARY RESONSPONCES.....1

Under the United States Constitution Amendments 1, 5, 9, 14 & 15 the Commission and the servants working for the People have violated the rights of the People. Under the 9<sup>th</sup> Amendment the People using the precedent set when this nation declared its freedom from Great Britain have the right to withdraw their consent to those working for them and alter or abolish any action taken by those servants. The action of the Peoples employees and the violation and attempted violation of the Constitution show a desire to declare war on the Government of the United States which is the description of treason in Article 3 Section 3 of the United States Constitution, given the Peoples power in the unalienable rights clause of the Declaration of Independence which is incorporated as a unenumerated rights by the 9<sup>th</sup> Amendment. For this reason, the Commission has no choice but to turn over James Hanson, Preethi Krishnamurthy, James Grimes, David Eldelman and any other employee of the People who touched this case must be turnover to the people for prosecution by Brent Fields the minute he receives this responses to their crimes.

### **PRELIMINARY STATEMENT**

On June 6, 1934 the Securities Exchange Commission was form and left-wing President Franklin Roosevelt name his gangster friend Joseph Kennedy as the First Chairman of the Commission. Kennedy a known partner of Al Capone, a known securities fraudster and a known inside trader brought a criminal culture to the SEC that exists to this day. During their retaliation against Black Diamond and Wilson Eric Keto, Gerard Sansobrinic, Preethi Krishnamurthy, James Hanson, David Eldelman, and James Grimes plus others have demonstrated they lack any knowledge of the Investment Management Industry, they do not even know who Benjamin Graham is, that they make up lies to bring a so call Enforcement Action, they try to claim that a client's assets must be in an account with a broker dealer to count as a RIA asset under management, completely false, they think they can hold a Citizens exercising of their first amendment rights against them because they cannot handle the truth, and they think that they can violate the Constitution and a citizen rights because they do not like the reality of their true position in this society as a servant to all and a probordinate to none. These employees of the People must be turned over to the Citizens for trial on the charge of Treason, as Wilson invoked his unalienable rights on July 27, 2016 by Register Letter which was signed for and received by the Commission in New York and ignored by the Commission, a crime. (see Exhibit 1)

### **THE TRUE STATEMENT OF FACTS**

#### **Responses to The Commission Out Right Lies in Items 1-A-D**

In 2015 Black Diamond was asked to advise and manage the assets of a \$10,000,000 private placement and a \$180,000,000 self-underwriting (see Exhibit 2). Black Diamond was to approve all investor who wish to invest and consummate the sale using a register online investment plat form owned by Folio Investments (see Exhibit 3). Plus, to ensure that none of the current shareholders were selling their shares without approval they all agreed to open accounts with Black Diamond and brokerage accounts at Folio. The Commission was provided with a copy of the PPM and client list from Folio along with an email from Folio telling Black Diamond that their RoBo account application was working and it included Black Diamonds Investment Advisor Agreement giving Black Diamond authority over the account. The Commission was provided with the account list from Folio, the PPM, were on page 8 of Exhibit B it lists Robert Wilson Managers Representative for Acceptance of purchase and on page 104 it lists the fee Black Diamond was to be paid for managing the Companies and shareholder assets (see Exhibit 4). So, you can get this right here is the legal definition of an account from Black's Law Dictionary: account

brief, description, history, memoir, memoria, narration, presentation, recital, record, review, saga, summary, summation. Not one place does it say that it must be held by a fiduciary institution nor does it state anywhere in the Securities regulation it must be held by a broker dealer (see exhibit 5).

Additionally, in 2015 I had accounts that were sent to me by Momentous Entertainment Group to manage and rebalance as I saw fit. The problem I ran into was that the broker dealers I approached would not take the assets because they were trading below five dollars or if they would take them if a \$2,000 fee was paid up front without guarantee that they would deposit the asset (see Exhibit 6). This is a fully reporting company. When Black Diamond ask why the fee they said that FINRA with the SEC approval made them supply unreasonably due diligence items such as if the client receive the asset as payment for services phone record to prove they had spoken to the company by telephone. I ask if people depositing IBM had to supply such records and pay such fees and they stated no. This is a clear violation of the 14<sup>th</sup> Amendment as the owner of a small company conforming to the same statute is treated differently than the large company in fact it is fraud on the Commission part. See the most famous case in American History *Bush v. Gore*, 531 U.S. 98 (2000).

In addition to the list of account previously spoken about I supplied the Commission with 7 certified letters from these investors stating I was managing their accounts but, yet the Commission just dismissed these investors sworn statements (see Exhibit 6). More fraud by the Commission which has led to the violation of the 5<sup>th</sup> and an attempted by the commission to violate the 15<sup>th</sup> Amendment.

### **Responses to Lies in 1-E**

Based on the fact that the Commission and Eric Keto, Gerard Sansobrinc, Preethi Krishnamurthy, James Hanson and James Grimes plus others have clearly violated Black Diamond and Wilson 5<sup>th</sup> Amendment rights and willfully brought false charges they must be turn over to the People for trial today. Their claim of Wilson and Black Diamond violating any provisions of the Adviser Act is proven false by Exhibits 1-6. The only untrue statements were made by the above referenced servants of the people who willfully lied in bring this action and violating Wilson and Black Diamonds Constitutional rights under the 1, 5, 9, 14 & 15 Amendments which caused them to violate Article 3 Section 3 of the United States Constitution.

### **Responses to Fraudulent Statements in item 2 & 3**

It is quite clear that the members of the commission do not understand the law of this land and the foundational beliefs of this nation. The first battle of the Revolutionary War took place on April 19, 1775 at Lexington and Concord Mass. The battle was started by one American who had all he could take of the British, much the same way most American today have had all they can take from our out of line servants, the person who started the Revolutionary war was Samuel Adams. About 15 months later Thomas Jefferson wrote a tease defending Adams action and the action of the called the Declaration of Independence which laid the frame work for this nation in the 2<sup>nd</sup> paragraph of the document which has become known as the Unalienable Rights Clause.

“The Unalienable Rights Clause states the following “We hold these truths to be self-evident, that all men are created equal, that they are endowed by their creator with certain unalienable rights, that among these are Life, Liberty and the pursuit of Happiness. That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed, that whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish

it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to affect their Safety and Happiness.”

Nowhere does it say in this statement that it must be approved by a judge or any other servant of the people, nor nowhere in the statement does it say that servant of the people can choose to not follow the decision of the people and continue with the behavior that lead to a citizen’s decision as the SEC has done. Once a citizen withdraws their consent the servants must stop as they have no consent of that citizen to govern, especially almost 2 months after the clause was invoke and even the servant James Hanson admitted he know it was invoked when he started his witch hunt. The first legal precedent ever set in this nation was that it is the right of one citizen to evoke this clause as Samuel Adams did in Lexington and Concord. The lack of following the written desires of a citizen is treason as the people not the servant are the rulers and the Framers of the Constitution made it clear in the Federalist Papers who had the ultimate authority. Although more than one of the papers make the statement Federalist 78 is the clearest. The Framers using the Federalist Papers to define for the citizen their intentions as to the mean of certain articles in the Constitution stated the following in 78 which deals with Article 3. In paragraph 11 the Framers state the following:

“IT IS NOT OTHERWISE TO BE SUPPOSED, THAT THE CONSTITUTION COULD INTEND TO ENABLE THE REPRESENTATIVES OF THE PEOPLE TO SUBSTITUTE THEIR WILL TO THAT OF THEIR CONSTITUENTS. A CONSTITUTION IS, IN FACT, AND MUST BE REGARDED BY THE JUDGES, AS A FUNDAMENTAL LAW. THE CONSTITUTION OUGHT TO BE PREFERRED TO THE STATUTE, THE INTENTION OF THE PEOPLE TO THE INTENTION OF THEIR AGENTS.”

Additionally, 78 states the following in paragraph 12:

“NOR DOES THIS CONCLUSION BY ANY MEANS SUPPOSE A SUPERIORITY OF THE JUDICIAL TO THE LEGISLATIVE POWER. IT ONLY SUPPOSES THAT THE POWER OF THE PEOPLE IS SUPERIOR TO BOTH; AND THAT WHERE THE WILL OF THE LEGISLATURE, DECLARED IN ITS STATUTES, STANDS IN OPPOSITION TO THAT OF THE PEOPLE, DECLARED IN THE CONSTITUTION, THE JUDGES OUGHT TO BE GOVERNED BY THE LATTER RATHER THAN THE FORMER. THEY OUGHT TO REGULATE THEIR DECISIONS BY THE FUNDAMENTAL LAWS, RATHER THAN BY THOSE WHICH ARE NOT FUNDAMENTAL.”

Now for the 9<sup>th</sup> Amendment. The Ninth Amendment (Amendment IX) to the United States Constitution addresses rights, retained by the people, that are not specifically enumerated in the Constitution. It is part of the Bill of Rights. What this mean is that all the rights I have document above are incorporated into the Constitution by the 9<sup>th</sup> Amendment.

What does this all mean? It means that the subpoena was sent it was fraudulent as I had withdrawn my consent to the SEC governing anything in this nation, it means that they cannot claim the SEC or any of the People’s servant have the authority to bring this compliant especially when it’s all lies, and the documents prove they are lying. James Hanson was aware of this as I replied to his fraud with a letter informing him of his violation of Constitutional rights on September 16, 2016 about 2 months after the invocation of the 9<sup>th</sup> Amendment (see Exhibit 7).

As for the court issuing an order all the court has shown is that it will willfully violate the Law of the land. The court must comply with the Constitution any violation of the Constitution by Court or any other

servant working for the People is fraud. Since I had invoked my rights under the 9<sup>th</sup> Amendment more than a year before the court took their fraudulent action this is will violation of my Constitutional rights (see Exhibit 8). Additionally, to not having an authority the SEC withheld evidence that would show they made this whole case up making this a violation of my 5<sup>th</sup> Amendment rights to not be falsely accused.

As for Michelle Obama I was contacted by a stock promotor who got my name from another person I know. The stock promotor stated that he wants me to manage the liquation of stock for several accounts in a company name AI Document Services (AIDC) that did a reverse merger with a restaurant own by Obama chef. He told me that there were about 20 people who wanted to sell stock and that I would be able to keep them as portfolio clients. Then he told me that one of the sellers were the Obama's. I asked him how he promoted stocks and he told me he had a group of brokers who brought the stock and he received 40% of the sales price which he divided with the brokers. When I hung up with the broker I call the SEC and they told me to go online file a complaint. About a month later I got an email from the Commission asking me to call them, but they only named one of the securities I informed them about FITX and conveniently left out AIDC which I challenged them on during our phone conversation (see Exhibit 8). AIDC is the Company that Obama and her chef are part of and the reason Rooney wished to speak with me. When I spoke to them I told the investigator everything I know including providing the promotors phone number and offering to help set him up under a court order (see Exhibit 9).

Mary Jo White, I was clearing and custody by Folio Institutional who had a private placement plate form. I directed one of my clients to use the platform at Folio, but we were told that they would provide a list of law firms which could be used. These firms included Debevoise & Plimpton Whites firm and Cravath, Swaine & Moore her husband's firm along with Covington & Burling the firm of Folio founder & CEO Steven Wallman. Additionally, Wallman was an advisor to White and former SEC Commissioner under Bill Clinton from 1994-1997. With the political connection and Whites questionable history such as the 50 plus case that were dead locked after enforcement started because her husband dismissed himself and her broken windows enforcement methods such as this case where the commission takes nonexistent violation and tries to trump up charges against small practitioner using lies and adding provision to the 40 Act and the Regulation that do not exist such as the need for securities to be deposit with a broker dealer to count as assets and the fraud compliant I made against Obama and friends there is no doubt she direct the left wing investigators to harass me. Or the false statement that the movement of the market is the risk of a security. Or the value of a security is the market price of the security when the foundation of finances tough in every business school in America is that the assets and the ability to generated steady free cash flows from those assets is the value of a company. These fraudulent actions by the commission are the cause of the public losing billions of dollars per year (A Frame work for Value Investing, Chee, Sloan, Penny, Uysal, 2012).

## ARGUMENT

There cannot be any orders, sanction, finds or bars as there has been no wrong doing by Wilson or Black Diamond. The only people and organization that have violate any laws is the Commission. The Commission and Eric Keto, Gerard Sansobrinc, Preethi Krishnamurthy, James Hanson and James Grimes have hidden evidence which a small part of is attached to this document, they have refused to follow the only law in this Country the Constitution, they have not listen to the orders of a citizen who by framer's own statements is always greater than any of the servants at the SEC, they have defrauded the people by allowing broker-dealers to treat a small reporting companies differently than large reporting companies which is not legal (*Bush v. Gore*, 531 U.S. 98 (2000), "lines may not be drawn which are inconsistent with

the Equal Protection Clause of the Fourteenth Amendment”, they promote the idea that the movement of the security in the market is the risk of the security when it is nothing more the swinging of people emotion from overly enthusiast to under enthusiast (Security Analysis, Graham & Dodd, 1932 still used as Columbia University financial text book today), they claim the market price of a security is the value of the security when the value of the security is the free cash flow generated on a consistent base by the organization (Corporate Finance, Ross, Westerfield & Jaffee, 2010). These frauds and misinformation by the Commission are costing the public billions of dollars per year. Making the Commission itself the biggest danger face by the investing public. Not even Bernard Madoff has defrauded the public out of the amount of money the Commission has. These frauds that are as clear as day make the Commission if there is any public interest factor at work it is the fraudulent operators at the commission who have put the public at danger there lack of knowledge is picked up with a minute by a person with knowledge. The Commission must act now and total ready the SEC of all the left-wing fraudsters or it will be the People who must act by throwing all employees of the People out of SEC into jail. To show how aware, Preethi Krishnamurthy is of the true facts in this case she is asking for a bar of a company that has been dissolved and with draw its registration Black Diamond no longer exist (see Exhibit 10).

Additionally, the documents provided in Exhibits 2-5 and additional documents in exhibit 11 show that not only did I have accounts as stated but that the assets values I stated existed. It also shows that the Commission hide evidences, lie about me and lied to the court and the Citizens of the United States. The Commission fails in its mission to manage FINRA and to protect the citizens of the United States. FINRA is violating citizens’ rights wrote the Heritage Foundation in a February 2017 report. According to a September 4, 2017 report by Investment News Trumps nominee to the SEC regulation board Hester Peirce the SEC has allowed FINRA to get out of control and imposes rules on the finical industry and fine organization without due process (Finra: Who’s watching the watchdog, Schoeff, M & Kelly, B September 2, 2017).

There are four times during my history in the financial industry that the Commission has failed to protect the People, even though I personally informed them of the crimes.

The first time was in 1988. I was working for Prudential Bach in Dallas TX when a criminal I was testifying against came into my office and beat me almost to death. The manager Charles Gross fired me because of the assault. When I contacted the Commission, they told me there was nothing they could do to help. I later found out the Commission along with the FBI were investigating Gross’s office for securities fraud. The Commission failure to act in two case that are tied together is incomprehensible and is dereliction to their assign task. At this point the State of Texas has determined it has cost me \$6.5 million (see Exhibit 12). I protect the people unlike the commission when he comes up for probation by invoking a Texas statue that states when order to pay restitution a prisoner cannot be released until they pay the restitution.

The next is Hamptons Luxury Homes (HLXH). I report the securities fraud HLXH had committed to the Commission, but they could not be bother with this lay-up case of fraud (see Exhibit 13). The current officer of the company had merged their construction company with HLXH construction operation and signed an agreement that they would maintain the ability for restricted shareholder to use 144 to sell their securities into perpetuity. That last until December of 2008 when they went dark leaving restricted shareholders without the ability to sell their shares through 144 because the company was once a public shell. In addition, the HLXH had been putting out filing stating they were close to make acquisition but filed a sworn statement in a court proceeding that they never intended to make any acquisition. Again, the Commission failed to protect the people. The inaction of the Commission cost the shareholders

\$33,750,000 and me personally \$26,250,000. I fought for the shareholders the best I could but without the Commission help I could only go so far.

The next is HSH Holdings International, Inc. One of the companies the commission is claiming are part of my so-called fraud, which the exhibits attached here to prove to be the true fraud. My asset management/consulting contract calls for me to receive 840,000 shares valued at \$10 per share or \$8,400,000 which I have never receive nor does the company respond to my phone calls about receiving these shares. I brought this up to James Hanson the first time we meet and asked him what he was going to do about a real crime. As the whole Commission does he did nothing or could it be the fact that Congressman Harold Ford is part of the founders group and that left-wing fraud is a live to protect the Obamas is alive and well (see Exhibit 14).

The fourth one is The Pear Tree Group (Pear Tree). Pear Tree had been issuing false finical statements to the 483 people who purchase stock in a Rule 504 offering. I told them they had to send a letter to all shareholders asap and that they should settle with an investor that was suing them. After about a month of going back and forth I told them I was resigning and going to inform the Commission and the next day I got a treating letter from the Companies attorney with an admission to the fraud (see Exhibit 15) On July 25, 2015 I sent the letter to commission informing them of this fraud. Like always the Commission did nothing (see Exhibit 16).

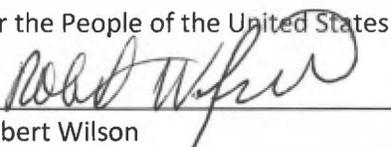
The Commission because it is more focused on creating false retaliatory cases and could give a dam less about its true mission of protecting the investing public and has brought this false delusional case for such reasons. The Commission case has no legs. The documents show that every statement made by Preethi Krishnamurthy are made up and the same documents attached hereto which Preethi Krishnamurthy has not read and/or not presented to this court prove her true motive no matter how much she cries and lies to this court. When the Commission is truly examined it becomes apparent it is a political attack wing of the DNC, just like the IRS under Obama. The Commission needs a major overhaul and the people within the Commission bring these false cases must be arrested, sent to trial in front of the People with no politically appointed judge and giving the harshest punishment allowed by law, including death sentences. The Commission inaction over the years has cost the public billions, since 1988 I have lost \$41,150,000 because of this inaction.

## CONCLUSION

Due to the factual documents that prove the case presented by the Commission a fraud this Court must dismisses this case and order the Commission to pay me and other investor the lost they occurred due to the Commission inaction which have defrauded the Citizens of the United States Billions of dollars.

I demand that the court dismiss this witch hunt and order the Commission to repay me \$41, 150,000.

For the People of the United States

By 

Robert Wilson

██████████  
Calverton, NY ██████████

██████████ ██████████@optonline.nete

**THE GOVERNMENT OF THE UNITED STATES OF AMERICA (THE Citizens)  
IN REPOSONS TO IT OUT OF CONTROL SERVENTS AT  
SECURITIES AND EXCHANGE COMMISSION**

ADMINISTRATIVE FRAUD

File No. 3-18099

In the Matter of

The SEC Creating a False Case against

BLACK DIAMOND ASSET  
MANAGEMENT LLC  
And  
ROBERT WILSON

The Members of the United States Government Being Defrauded

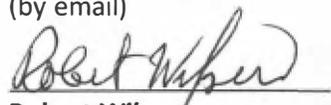
**CERTIFICATE OF SERVICE**

I hereby certify that I caused to be served the responses to lies of the Commission dated November 7, 2017 on this 9<sup>th</sup> day of November 2017 On the following by the means indicated:

Brent Fields, Secretary  
Office of the Secretary  
U.S. Securities and Exchange Commission  
100 F. Street, N.E.  
Washington, D.C. 20549-2557  
(by email and FedEx)

Preethi Krishnamurthy  
James Hanson  
Securities and Exchange Commission  
New York Regional Office  
Brookfield Place, 200 Vesey Street, Ste. 400  
New York, New York 10281

James Grimes  
U.S. Securities and Exchange Commission  
100 F. Street, N.E.  
Washington, D.C. 20549-2557  
(by email)

  
Robert Wilson

July 27, 2016

David Eidelman, Assistant Regional Director  
U.S. Securities & Exchange Commission  
New York Regional Office  
Brookfield Place, 200 Vesey Street, Suite 400  
New York, NY 10281-1022

Dear Mr. Eidelman

Let me start by informing you that I am invoking the 9<sup>th</sup> Amendment of the United States Constitution, since you have proven to lack knowledge of the laws of this land, the 9<sup>th</sup> Amendment incorporates the Unalienable Rights Clause of the Declaration of Independence into the Constitution. This Constitutional right gives the citizen the right to withdraw their consent from their servants whenever those servants have become destructive of the citizen Unalienable Rights. You were classified servants by the Framers of the Constitution in Federalist 78. The Framers also made it clear that as servants you must conform to the will of the people at all times and you never have the right to impose your will over the peoples will, which you have done. The 9<sup>th</sup> Amendment incorporation of the Unalienable Rights Clause also makes it clear the citizen has the right to alter or abolish your position whenever they feel it must be done to protect their rights. The framers verified this right in Federalist 78 by stating the following: Fundamental principle of republican government, which admits the right of the people to alter or abolish whenever they find the servants acts inconsistent with their happiness.

Now for your misdeeds and the destruction of my rights under the United States Constitution:

- 1.e Exhibit A-I at 3: You state: "Specifically, the Advisor informed the staff that it expected to obtaine approximately \$25 million in assets from individuals once they liquidated their shares of Momentous Entertainment Group ("MMEG") and become clients of the Adviser."e

This is an outright lie as the Adviser did not make this statement. What was stated is the Adviser was trying to find a broker-dealer to accepted the stock certificates (as stated in item 6b of responses to the SEC number 3 but of course you did not read the statement you just made up a lie) so the stock could be liquidated and redeployed into other assets. The Advisers stated because the Commission was violating the 14<sup>th</sup> Amendment and threaten the broker dealers with penalties and the possibility of being put out of business. The Adviser also states the clients had completed all of the paper work to open accounts at Folio but Folio would not except the certificate because of the SEC corruption and treason. The Adviser chose to not charge the clients fee until the Adviser found a Broker Dealer to take the certificates. The Adviser also stated that the Adviser continued to try and fine a broker dealer. The requirement the Adviser imposed is the broker dealer must accepted the certificates without asking for thousands of dollars in upfront fees with no guarantee of accepting the certificate after they complete their due diligent. The Adviser would not allow the clients to pay this fee with no guarantee as the Adviser is a good fiduciary and lookout for the clients. This is something you are not do. Looking out for the people is what the American people are paying you for and all the Commission does is screw it up.

██████████ Calverton, New York ██████████  
██████████

Robert@blackdiamondfinancialholdings.net  
Blackdiamondfincialholdings.com

Black Diamond Asset Management, LLC

This is your first violation of the 9<sup>th</sup> Amendment and because you imposed your will over that of your employer the American People who are the Government of this country you have committed treason, as this is an attempted on your part to overthrow the Government of the United States.

2. Exhibit A-I Note 1: You stated: "However, the Adviser stated that there are "no accounts" and the shareholders "hold their own shares." It does not appear the Adviser provided MMEG shareholders with continuous and regularly supervisory or management service."

This is another outright lie as the Adviser told you that the firm work daily to find a broker dealer to take the certificates and spoke with MMEG or one of the shareholders daily. Besides there is no provision in the statute that states the asset must be held in an account, the Adviser just must provide ongoing advises which this firm has as stated in point 1 above. If this firm or any other firm wish to wave their fee that is their right and the Commission has no say in the matter and there is no provision the contract must be a writing. Verbal contracts are just fine see Advisers Act Rules 204-3, 206(4)-4. Any interference by the commission is a crime on the Commission part know as treason and fraud as once again you are trying to impose your will over the citizens. This is not allowed by the only law in this country the Constitution.

This is your second violation of the 9<sup>th</sup> Amendment and because you imposed your will over that of your employer the American People who are the Government of this country you have committed treason, as this is an attempted on your part to overthrow the Government of the United States.

3. Exhibit A-I at 4: You state: "Based on the information provided to the staff, the Adviser does not have the AUM required by Section 203A of the Adviser Act to remain registered as an investment adviser with the Commission. Consequently, the staff requests that the Adviser file a Form ADV-W through the Financial Industry Regulatory Authority's Investment Adviser Registration Depository ("IARD") to withdraw its registration with the Commission. Please provide the staff with a copy of the Adviser's Form ADV-W after such filing is made."

For two reason the Advisor will not withdraw as requested.

The first is the outright lies told by the staff about our assets, which are also an act of treason and have led to the withdrawal of any authority the owner of the frim gave to the servants working for him through the Commission.

The second reason is event if the assets are disallowed the Advisor is still eligible for registration with the Commission under Rule 203A-2(e)2 which states the following:

"For purposes of paragraph (e) of this section, *interactive website* means a website in which computer software-based models or applications provide investment advice to clients based on personal information each client supplies through the website."

██████████ Calverton, New York 1██████████

██████████  
Robert@blackdiamondfinancialholdings.net  
Blackdiamondfincialholdings.com

Black Diamond Asset Management, LLC

In the Advisers ADV Part 2 dated March 30, 2016 on Page 4 under **Advisory Services**: it states the following:

BDAM provides investment management services for individuals, trusts, retirements, corporations, charities, and institutions on a fully discretionary basis. Discretionary means that we determine the investments in securities and asset allocation without prior consultation with the client. In all cases with discretionary account management or supervision, purchases and sales are guided by the client's objectives as determine by our proprietary personality profile. Before rendering advice, we ask each client complete our proprietary personality questionnaire. Our proprietary algorithm then evaluates the clients' financial profile & objectives, suitability, time horizons, and risk tolerance and selects a portfolio of approved financial assets from our database. The program monitories each portfolio and ensures the portfolio remains in compliance with the determine asset mix and price levels.

The staff shows for about the million time it cannot and does not read and comprehend the English language. The staff did not read the full statue just the part that supported their fraud and biases interpretation of the requirements of registration with the Commission. The staff did not read the entire form ADV and made a fraudulent interpretation due to their incompetence. Once again the staff violated the 9<sup>th</sup> Amendment and committed an act of treason. The Adviser requests that the staff involved in these treason act resign from the employment of the people and provided this firm with proof of their resignation.

Exhibit A H-A: You state: "The Adviser's Form ADV filed on March 10, 2015, indicated that it had 26 discretionary accounts with AUM of approximately \$583.8 million. The Adviser claimed these assets represented amounts anticipated to be managed by the Adviser. For example, the Adviser informed the staff that several famous wealthy individuals were to open accounts but never did.

Another flat out lie by an outlandish group of liars and criminals. The Adviser provided a Private Placement Memorandum (PPM) that stated the Advisor was managing the assets and In Reply number 3 in Items 1, 1a, 1b and 2 it gave the page's numbers for you treasonest to find the information. The Adviser has serious concern about the staff's ability to comprehend the English language, perform their duties and be impartial. There is no question the staff by making the false statements they have made throughout Exhibit A has violated the United States Constitution and committed treason by imposing their will by use of a fraudulent document over the will of the citizens. By making a false statement that has been document to be untrue the Staff has violated the Advisers right to not be falsely accused another violation of the Constitution and another act of treason. There has been no anticipatory figure of future assets as the staff was provided with documented evidences and statements that the assets were being managed and the clients advised. The only thing that is anticipatory is the staff's belief that it could intimidate as US citizen as they violated his Constitutional rights and violated the only authority given to them by the

██████████, Calverton, New York ██████████

██████████  
Robert@blackdiamondfinancialholdings.net  
Blackdiamondfincialholdings.com

Black Diamond Asset Management, LLC

people, enforcing the peoples will. You clowns have been out of control for a long time and it is time for you to go.

Exhibit A III A & B: The Adviser will not contest these statements and has taken steps to have them corrected by the web designer.

Exhibit A IV: As the staff was informed during the examination I know there were some correction to be made and I informed the staff that as soon they came back with their finding I would correct the typos. I am working on this starting today July 27, 2016.

Going through this letter the Adviser has discover numerus lies and fraudulent statements by the staff. In making these statements and telling these lies the staff has committed treason by violating the United State Constitution in an attempted to act like a ruler and not the servants the staff has been hired by the people to be as stated by the framers. The lack of knowledge of the Rules and Regulation which your letter calls "federal securities law" as documented in the Advisers responses is disturbing. The outright fraud is also disturbing and criminal. You have made false statements which was made clear to you through documented evidences provided more than a month ago. You willfully accused your boss, the owner of the Adviser a US Citizen again as stated by the framers, of violating Securities Laws. This again is criminal and directed evidence the staff is incompetent to represent the US Citizens.

The staff must resign admittedly and with draw this out right dishonest lying document. The Adviser will correct the items stated above but will not stand for your crimes. Remember this with the 9<sup>th</sup> Amendment invoked there is no FBI, no Court it is completely in the hands of the people. If you have not notices the people are sick of this type of behavior from their employees and after the 12-member jury convicts, the punishment will meet the crime. You have 10 days from the date of this letter to comply or be arrested by the people.

Sincerely

Robert Wilson, Managing Member

██████████, Calverton, New York ██████████

██████████  
Robert@blackdiamondfinancialholdings.net  
Blackdiamondfincialholdings.com

2

RJ Advisor, LLC  
[REDACTED]  
Southampton, NY [REDACTED]  
[REDACTED]  
[REDACTED] [www.rjadvisor.com](http://www.rjadvisor.com)

May 1, 2015

H. Steve Harrell, II, President & CEO  
HSH International, Inc.  
Twelve Piedmont Center,  
Suite 420  
Atlanta, GA 30305

Dear Mr. Harrell

This will confirm the arrangements, terms and conditions pursuant to which RJ Advisor, LLC (the "Consultant") has been retained to serve as a financial consultant and advisor to HSH Holdings International, Inc. (the "Company") on an exclusive basis for a period of three (3) years. The undersigned hereby agrees to the following terms and conditions:

1. (a) Consultant shall at the request of the Company, upon reasonable notice, render such financial consulting and investment banking services and advice pertaining to the Company's business affairs as the Company may from time to time reasonably request. Without limiting the generality of the foregoing, Consultant will assist the Company in developing, studying and evaluating financing, securities offering, sales, and merger and acquisition proposals, prepare reports and studies thereon when advisable and assist in negotiations and discussions pertaining thereto. The Consultant will advise the Company on all matters pertaining to corporate structure, processes, governance, management, policies and procedures
- (b) Consultant will assist and represent the Company in obtaining both short and long term financing. Consultant will be entitled to additional compensation under certain circumstances in accordance with the terms set forth in paragraph three hereof.
- (c) Consultant will, when appropriate, arrange meetings between representatives of the Company and individuals and financial institutions in the investment community such as securities analysis, portfolio managers and market makers.
2. As compensation for consultant's services rendered pursuant to paragraph one hereof, the Company shall pay to Consultant:
  - a. 840,000 shares of the company's common stock to be issued as follows:
    - i. 180,000 prior to the issuance and release of the PPM
    - ii. 180,000 upon closing of the PPM

- iii. 180,000 upon the IPO
    - iv. 300,000 as a Bonus upon completion of the \$160 million raise via the IPO.
  - b. \$10,000 monthly for 36 months starting at the closing of the companies proposed private placement of 2 million shares of Class A Preferred Stock;
  - c. All travel expenses when travel is related to the service set forth above. Expenses shall include travel, lodging and food.
- 3. In addition to the financial consulting services described in Section 1 above, Consultant may bring the Company in contact with persons, whether individuals or entities, that may be suitable candidates for providing the Company with, or lead the Company to other individuals or entities that may provide the Company with debt or equity financing, or that may be suitable candidates or may lead the Company to such candidates to purchase substantially all the stock or assets of the Company, merge with the Company or introduce a joint venture or other transaction with the Company. Consultant shall furnish a letter to the Company within a reasonable time after such contact is made documenting the introduction made by the Consultant. If at any time, up until the fifth anniversary of the date hereof, the Company enters into an agreement with any such persons or their affiliates or with any person introduced to the Company by any such persons or affiliates, pursuant to which the Company obtains debt or equity financing, or pursuant to which substantially all of the Company's stock or assets is purchased, or the Company is merged with or into another entity, or pursuant to which the Company enters into a joint venture or other transaction, the Company will pay to Consultant in accordance with the formula set forth in paragraph 4 below, compensation based on the aggregate of all proceeds (the "Consideration") in such transaction (the "Transaction").
- 4. The following compensation will be paid to Consultant upon the closing of each Transaction referred to in paragraph 3 hereof shall be 1.5% of gross proceeds of any transaction that is completed. This fee shall be in addition to any or all compensation received by any broker-dealers the Consultant may help the Company to retain for the purpose of selling the securities to be issued.
- 5. Consultant may share all or part of the fees referred to in paragraphs two and four hereof, with any other person, firm or corporation, and may establish other fee agreements with investors and/or lenders in or to the Company.
- 6. The services described in this Agreement shall be rendered by Consultant without any direct supervision by the Company and at such time and place and in such manner (whether by conference, telephone, letter, email, text message or otherwise) as Consultant may determine.
- 7. The Company will upon Consultant's request use, its best efforts to elect two designees of Consultants to its Board of Directors. If Consultant elects not to designate a person to serve on the Company's Board of Directors, Consultant shall have the right to send a

representative to observe each meeting of its Board of Directors. The Company shall give Consultant notice of each meeting of its board of Directors and provide to Consultant an agenda, if any, and minutes of each such meeting (or copies of consents in lieu of such meeting) no later than it gives such notice and provides such agendas, minutes and consents to its directors.

8.e Consultant agrees as follows:

- a.e To defend, indemnify, and hold the Company and its officers and directors ( "Indemnities" ) harmless from and against any claim, suit, or action and to indemnify and hold harmless the Indemnities from, and pay on behalf of each of the Indemnities, any judgment, damages, or other liability (including reasonable legal fees and other expenses in connection with investigating or defending any such loss, claim, suit, action, or liability) imposed upon or incurred by any of them where any of the foregoing arise, directly or indirectly, from or in connection with Consultant performing its services under this Agreement (a "Loss"); provided however, that Consultant shall not be required to indemnify any such person or entity to the extent that any such Loss arises out of either (i) the bad faith or gross negligence of the person seeking indemnification or (ii) the breach by the Company of this Agreement.
- b.e In the event that Consultant is named in an action against the Company arising from
  - i.e actions of the Company's directors, officers, management or employees including other consultants which are in violation of any federal, state, or local laws or
  - ii. breach by the Company or its directors, officers, management or employees including other consultants of any provisions hereunder, the Company agrees to defend, indemnify, and hold Consultant harmless from and against any such action and to pay on behalf of Consultant any Loss as a result of any such action; provided, however, that the Company shall not be required to indemnify Consultant to the extent that any such Loss arises out of either
    - 1. the bad faith or gross negligence of Consultant or
    - 2. the breach by Consultant or any of its officers, employees, representatives or agents of this Agreement.
- c.e Notwithstanding any termination of this Agreement, the terms of Section 6 and 8 hereof shall survive termination and remain in full force and effect.
- 9.e Nothing herein shall constitute Consultant as an employee or agent of the Company, except to such extent as might hereinafter be agreed upon for a particular purpose. Except as might hereinafter be expressly agreed, Consultant shall not have the authority to obligate or commit the Company in any manner whatsoever.
- 10.e Without the written consent of the Company, Consultant agrees that it shall not at any time, directly or indirectly, use or disclose any trade secrets, know-how, or other

proprietary information not in the public domain learned as a result of this Agreement unless and until such information becomes generally known.

11. This Agreement shall not be assignable by any party for any reason whatsoever without the prior written consent of the other party, which consent may be arbitrarily withheld by the party whose consent is required.

12. This Agreement shall be deemed to be a contract made under the laws of the State of New York and for all purposes shall be construed in accordance with the laws of said State without reference to its principles of conflicts of law.

13. In the event any provision of this Agreement shall be deemed invalid by a court of competent jurisdiction, such invalidity shall be limited solely to the specific term or provision invalidated by such court and nevertheless, the balance of this Agreement shall remain in full force and effect according to its terms.

14. The terms and provisions of this Agreement shall constitute the entire Agreement between the Company and Consultant with respect to the subject matter hereof and shall supersede all prior agreements or understandings between the parties, whether written or oral. This Agreement may be amended or modified only by written instrument executed by the parties.

If the foregoing is acceptable, please execute and return the enclosed copy of this letter.

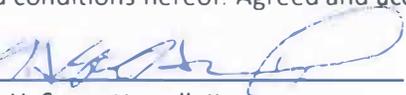
Very truly yours,

RJ Advisor, LLC

By: *Robert A. Wilson*

Robert A. Wilson  
Managing Member

The foregoing has been read, understood and approved, and the undersigned does hereby agree to retain RJ Advisor, LLC upon the terms and conditions contained herein. By execution hereof, the undersigned represents full power and authority to bind the Company to the terms and conditions hereof. Agreed and accepted this 4th day of May, 2015.

By: 

H. Steve Harrell, II  
President / CEO  
HSH Holdings International, Inc

Signature(s)

Purchaser Name (Print)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Each co-owner or joint owner must sign - Names must be signed exactly as listed under "Purchaser Name")

ACCEPTED:

HSH Holdings International, Inc.

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

Robert A. Wilson  
Managers Representative

- e financial planning and market feasibility analysis;
- e monitoring compliance with securities regulation and reporting.e

## About Folio

Folio Institutional, a division of FOLIOfn Investments, Inc., is an innovative investment solutions company offering an integrated brokerage and technology platform featuring a patented, state-of-the-art Folio trading capability. FOLIOfn Investments, Inc. has been a self-clearing broker-dealer and a direct member of The Depository Trust & Clearing Corporation (“DTCC”) since 2001. Today, it provides custody and brokerage services for billions of dollars of investor assets and provide services to thousands of financial professionals and institutions worldwide on both a full service and a technology-licensed basis. With access to proven highly scalable, online brokerage and investing solutions, Folio provides professionals with the ability to efficiently maintain diversified portfolios of public and private securities, retain hands-on control over investments, manage tax liabilities, efficiently rebalance portfolios, produce reports, promote compliance, and take many other actions. Folio provides investors with access to an established, well-respected custodian for client assets and a cost-effective portfolio management platform for trading, investment, and high-end client services that provides powerful tools to manage diversified strategies.

## Folio Services

The Folio Private Placement platform provided companies the an efficient, cost-effective ability to assist it with raising money and have access to the custodial services of a register broker dealer and the broker dealers and register investment advisor who clear trades and custodial accounts with the firm as well as their accredit client base. Folio Institutional offers a private placement platform for companies performing self-underwritings. The platform is a fully integrated online offering system and custody infrastructure. The platform brings the process online, so it moves forward with greater efficiency and less expense. The platform is a modular solution that can be assembled to suit the needs of the issuing company. It is online, automated, with an offer management, document distribution, back-end clearing, custody and settlement services performed for the issuing company by a register broker-dealer.

The system provides the issuer with book entry of shareholders and eliminates certificates. This provides the issuer with instance access to shareholder information, maintains transfer restrictions automatically, with all shares held in street name at the custodian. Issuer creates, manage, distribute and track documents, and process subscriptions online without escrows or third-party banks. Investors are provided with protections through SIPC and FDIC insurance and other protections afforded investor with accounts at register broker-dealers. Investors access and conveniences is increased with 24/7 online access, flexible account funding and withdrawal options, transaction history, tax lot reporting and monthly statements.

The tax indemnity will be equal to the amount of the federal and state income tax liability incurred by the contributor (using an assumed combined federal and state income tax rate at the then-highest applicable marginal rate for such contributor) with respect to the gain allocated to the contributor under Section 704(c) of the Internal Revenue Code.

The terms of the tax indemnification agreements require us to gross up the tax indemnity payment for the amount of income taxes due as a result of the tax indemnity payment. No tax indemnity payment will be due if we dispose of the contributed property in a tax-deferred transaction, such as a like-kind exchange under Section 1031 of the Internal Revenue Code.

**Other Benefits to Related Parties**

**Person Receiving the Benefit**

**Nature and Amount of Benefit**

H. Steve Harrell, II

Pursuant to a non-compete agreement, Mr. H. Steve Harrell, II will receive an annual compensation equal to \$350,000, plus stock options at the discretion of our compensation committee. In connection with the acquisition of our initial assets, Mr. Harrell, II will receive 27,787,600 (1) shares of common stock

- 4. The stock is owned by Valencia Capital Group, LLC is a Georgia Limited Liability Company whose principal owner/Members were Four Annie – 55%, Jon Guven - 25%, Harrell Investments – 10.5%, Juhye Harrell – 6% and Ron Swatty – 3.5%. Four Annie is a Family Trust owned by the Harrell Family and managed by H. Steve Harrell, II as its Managing Member.

**Mutual Exclusivity Agreement**

We enter into a mutual exclusivity agreement with our directors and executive management team, pursuant to which we will have a first right of refusal to purchase resort investments identified by them. We also will agree to continue to employ them if they maintain other relationships with property owners or their other relationship chose to purchase properties which we have no interest, unless all of our independent directors elect not to do so or a majority of our independent directors elect not to do so based on a determination that special circumstances exist. See “Business and Properties — Mutual Exclusivity Agreement”.

**Asset Management and Consulting Agreement**

In connection with the provision of consulting services, which included the development of (and commitment to manage) this Offering and the completion of the formation transactions and other services rendered, RJ Advisor, LLC received 840,000 shares of the



Company's Common Stock, valued at \$8.4 million. Under RJ Advisors' consulting agreement with the Company ("Consulting Agreement"), RJ Advisors has and will provide asset management and consulting services to the Company. After the completion of this private placement Offering, RJ Advisors will be eligible to earn a fee of \$10,000 monthly for a period of three years. RJ Advisor is a wholly owned subsidiary of RJ Financial Holdings, Inc., which is owned 100% by Mr. Robert A. Wilson. See "Business and Properties — Our Asset Management and Consulting Agreements."

This offering is a self-underwriting meaning we are acting as the underwriters. This offering is being made on a best efforts basis.

### **About RJ Advisor**

RJ Advisor, LLC (“RJ”) provides corporate consulting to organizations whose management believes that maintaining stability requires an objective, outside voice that possesses knowledge their management team may not. Members of our staff provide such knowledge to business clients for an hourly fee. As part of this service, RJ advises companies on conducting private and direct offerings to the public. As part of the RJ’s portfolio management service it helps its clients companies who are conducting offering on Folio’s platform by managing the account from which securities will be distributed to purchaser. RJ charges a fee of 1.5% for this service over and above any consulting fees they have received for advising on the construction of the offering. HSH has hired RJ to act in the above-described capacity.

The following table shows the amount per share to be paid as a fee to RJ Advisor for managing the offering.

Fee Per Share Sold	Total Fee if all Shares Sold
RJ Management Fee \$0.075 per share sold (1.5% of offering price)	\$300,000 if all 2 million shares are sold

We propose to offer our class “A” preferred stock directly to the public at \$5.00 per share and to certain broker dealers at this price less a concession not in excess of \$0.50 per share. We may allow, and the dealers may re-allow, a concession not in excess of \$0.50 per share to certain other dealers.

Each of our officers and directors has agreed for a period of 365 days after the date of this memorandum, subject to certain exceptions, not to sell any shares of common stock or any securities convertible into or exchangeable for shares of common stock owned by such officer or director, without the prior written consent of the Company.

We have agreed to indemnify all broker dealers and RJ Advisor against certain liabilities, including liabilities under the Securities Act of 1933, as amended, or to contribute to payments they may be required to make in respect of those liabilities.

RJ Advisor, LLC may provide us with investment banking, financial advisory or commercial banking services in the future, for which they may receive customary compensation.

RJ Advisor may confirm sales of the stock offered by this Memorandum to accounts over which they exercise discretionary authority but do not expect those sales to exceed 50% of the total stock offered by this memorandum.

## EXHIBIT INDEX

Exhibit Number	Description of Exhibit
1.1	Form of Platform Agreement among Folio Institutional and HSH Holdings International, Inc.
3.1	Articles of Amendment and Restatement
3.2	Amended and Restated Bylaws
4.1	Form of Certificate for Common Stock
5.1	Opinion of Taylor, English & Duma with respect to the legality of the shares being registered
10.2	Form of Registration Rights Agreement among Ashford Hospitality Trust, Inc. and the persons named therein
10.3	Form of 2015 Stock Plan of HSH Holding International, Inc.
10.4	Non-Compete Agreement between H. Steve Harrell, II
10.5	Employment Agreement between Employment Agreement between HSH Holdings International, Inc and Thomas Boynton
10.6	Employment Agreement between Employment Agreement between HSH Holdings International, Inc and Kevin Case
10.7	Employment Agreement between Employment Agreement between HSH Holdings International, Inc and Hal Thannisch
10.8	Form of Asset Management & Consulting Agreement between HSH Holdings International, Inc. and RJ Advisor, LLC
10.9	Form of Mutual Exclusivity Agreement by and between HSH Holdings International, Inc. and Executive Officers
21.1	List of Subsidiaries
23.1	Consent of Taylor, English & Duma (included in Exhibit 5.1)
23.2	Consent of (CPA Firm)
24.1	Power of Attorney (included on the Signature Page)
99.1	Consent of Harold Ford, Sr. to be named as a proposed director
99.2	Consent of Julies Erving to be named as a proposed director
99.3	Consent of Arthur Williams to be named as a proposed director
99.4	Consent of Sheila Vaden-Williams to be named as a proposed director
99.5	Consent of Floyd Searer to be named as a proposed director

5

**Robert Wilson**

**From:** Mike Law <mike@bmasecurities.com>  
**Sent:** Monday, July 20, 2015 10:17 AM  
**To:** Robert Wilson  
**Subject:** Add to the List (Breakdown of Accounts)

Hi Robert,

Forgot to add to my last email to you the following accounts:

Account Prepped/ Ready to be activated:

Jason Barta  
John Pepe

Accounts already open/Account Number assigned:

Joel Stohlman  
Steven Hornyak

Account Still Under Review/Processing:

FDQ, In. (Nigel Springer)

What  
Are these  
call Hanson

Best Regards,  
Michael Law  
Registered Representative



2321 Rosecrans Avenue, Suite# 3285  
El Segundo, CA 90245

P (310) 544-3545  
F (310) 544-6626  
**Direct Line:** 424-269-3242

\*\* This email is for correspondence only and is never authorized for stock transactions\*\*

*The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message. Securities are offered through BMA Securities, member FINRA, SIPC, NFA. Please do not use e-mail to transmit orders for securities or for other time-sensitive messages. All e-mail messages sent or received by the BMA Securities corporate e-mail system are subject to review, retrieval and archiving and may be disclosed to parties other than the intended recipient. Although information which may be contained in this message has been obtained from sources which we believe to be reliable, we do not warrant that it is accurate or complete and any such information may be subject to change at any time. BMA Securities may, from time to*

## Robert Wilson

---

**From:** Mike Law <mike@bmasecurities.com>  
**Sent:** Monday, July 20, 2015 10:13 AM  
**To:** Robert Wilson  
**Subject:** Breakdown of Accounts (MMEG)

Hi Robert,

Here's where we are so far in the accounts for MMEG as a quick update. Please note, COR Clearing has a policy where the account will only be activated and an account number assigned to the customer after the account is officially funded. My recommendation is to have the customer send anywhere between \$1200-\$1500. This amount will cover the physical certificate deposit, the stock clearance administered by BMA/COR compliance along with maintaining a cash balance within the account. Some accounts are already opened, some accounts are prepped awaiting funding:

Account Prepped/Ready to be activated:

Joseph Siciliano Jr.  
David Northcutt  
Jeff Provost  
Greg Provost  
Robert Provost  
James Provost  
Ricardo Richardson  
Vineyard Enterprises LLC.  
RJ Corporate Holdings, Inc.

*What  
AKA  
these  
lying  
called  
SEC*

Still Pending/Under Review:

Online Technologies, Inc.

If there is any further questions or concerns, please give me a call today (310)544-3545 or direct line at (424)269-3242.

Best Regards,  
Michael Law  
Registered Representative



2321 Rosecrans Avenue, Suite# 3285  
El Segundo, CA 90245

P (310) 544-3545  
F (310) 544-6626  
Direct Line: 424-269-3242

**\*\* This email is for correspondence only and is never authorized for stock transactions\*\***



2321 Rosecrans Avenue, Suite# 3285  
El Segundo, CA 90245

P (310) 544-3545  
F (310) 544-6626  
Direct Line: 424-269-3242

**\*\* This email is for correspondence only and is never authorized for stock transactions\*\***

*The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message. Securities are offered through BMA Securities, member FINRA, SIPC, NFA. Please do not use e-mail to transmit orders for securities or for other time-sensitive messages. All e-mail messages sent or received by the BMA Securities corporate e-mail system are subject to review, retrieval and archiving and may be disclosed to parties other than the intended recipient. Although information which may be contained in this message has been obtained from sources which we believe to be reliable, we do not warrant that it is accurate or complete and any such information may be subject to change at any time. BMA Securities may, from time to time in the normal conduct of business, act as a principal for their own accounts or as agent for another party in connection with the purchase or sale of a security which may be mentioned in this e-mail. Products and services available through BMA Securities are: not FDIC insured and are subject to investment risk including possible loss of the principal amount invested. BMA Securities, member: FINRA & SIPC..*

**From:** [redacted]@aol.com [redacted]@aol.com]

**Sent:** Saturday, July 18, 2015 1:29 PM

**To:** Mike Law

**Subject:** Stock Brokerage Account

Mr. Law,

Please accept this email request to provide my account information concerning a BMA stock brokerage account I opened through Robert Wilson several months ago. I am ready to deposit my Momentous Entertainment Group stock into the account.

Thanks in advance.

David Northcutt

5

John Pepe

[REDACTED]  
Houston, TX [REDACTED]

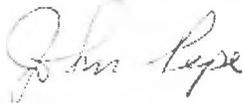
August 3, 2016

David Eidelman, Assistant Regional Director  
U.S. Securities & Exchange Commission  
New York Regional Office  
Brookfield Place, 200 Vesey Street, Suite 400  
New York, NY 10281-1022

Dear Mr. Eidelman,

Let me state that Robert Wilson and Black Diamond Asset Management, LLC has worked hard on my behalf and has refused to accept any compensation until the stock is deposited with a broker dealer. Mr. Wilson and Black Diamond are managing my holdings in Momentous Entertainment Group, Inc. (MMEG) and have been doing so since the registration statement became effective on September 9, 2014. We have agreed that the stock would be liquidated at \$2.50 per share. The stock is under Mr. Wilson's discretion and he keeps me informed of the progress he is making in finding a broker dealer that will deposit my certificates without requesting an unrealistic fee and the progress of MMEG. I have agreed to pay Mr. Wilson a fee of 3% and direct the reallocation of the asset when the stock is sold. The total number of shares under management is 2,598,000.

Sincerely,

  
John Pepe

Signed before me on this \_\_\_\_\_

Notary Republic for the \_\_\_\_\_ d \_\_\_\_\_

**TEXAS ORDINARY CERTIFICATE OF ACKNOWLEDGMENT**  
CIVIL PRACTICE & REMEDIES CODE § 121.007

The State of Texas }  
County of Harris }

Before me.

Carleen Johnson  
Name and Character of Notarizing Officer,  
e.g., "John Smith, Notary Public"

on this day personally appeared

John Joseph Pape  
Name of Signer

known to me  
proved to me on the oath of

\_\_\_\_\_  
Name of Credible Witness

✓ proved to me through TX DRL

\_\_\_\_\_  
Description of Identity Card or Document

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this

3<sup>rd</sup> day of August, 2016  
Day Month Year

[Signature]  
Signature of Notarizing Officer



Place Notary Seal and/or Stamp Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Letter to U.S. Securities & Exchange Commission

Document Date: August 3, 2016 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

Kurt Neubauer

Role

August 1, 2016

David Eidelman, Assistant Regional Director  
U.S. Securities & Exchange Commission  
New York Regional Office  
Brookfield Place, 200 Vesey Street, Suite 400  
New York, NY 10281-1022

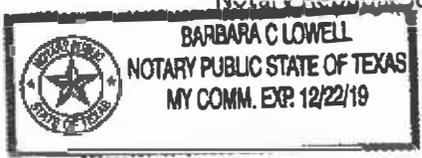
Dear Mr. Eidelman

Let me state that Robert Wilson and Black Diamond Asset Management, LLC has worked hard on my behalf and has refused to accept any compensation until the stock is deposited with a broker dealer. Mr. Wilson and Black Diamond are managing my holdings in Momentous Entertainment Group, Inc. (MMEG) and have been doing so since the registration statement became effective on September 9, 2014. We have agreed that the stock would be liquidated at \$2.50 per share. The stock is under Mr. Wilson's discretion and he keeps me informed of the progress he is making in finding a broker dealer that will deposit my certificates without requesting an unrealistic fee and the progress of MMEG. I have agreed to pay Mr. Wilson a fee of 3% and direct the reallocation of the asset when the stock is sold. The total number of shares under management is 728,360.

Sincerely

*[Handwritten signature of Kurt Neubauer]*  
Kurt Neubauer

Signed before me on this 3 August 2016  
Notary Republic for the State of Texas



*[Handwritten signature: Barbara C Lowell]*  
Barbara C Lowell

David Northcutt

Houston, TX

August 1, 2016

David Eidelman, Assistant Regional Director  
U.S. Securities & Exchange Commission  
New York Regional Office  
Brookfield Place, 200 Vesey Street, Suite 400  
New York, NY 10281-1022

Dear Mr. Eidelman

Let me state that Robert Wilson and Black Diamond Asset Management, LLC has worked hard on my behalf and has refused to accept any compensation until the stock is deposited with a broker dealer. Mr. Wilson and Black Diamond are managing my holdings in Momentous Entertainment Group, Inc. (MMEG) and have been doing so since the registration statement became effective on September 9, 2014. We have agreed that the stock would be liquidated at \$2.50 per share. The stock is under Mr. Wilson's discretion and he keeps me informed of the progress he is making in finding a broker dealer that will deposit my certificates without requesting an unrealistic fee and the progress of MMEG. I have agreed to pay Mr. Wilson a fee of 3% and direct the reallocation of the asset when the stock is sold. The total number of shares under management is 950,000.

Sincerely

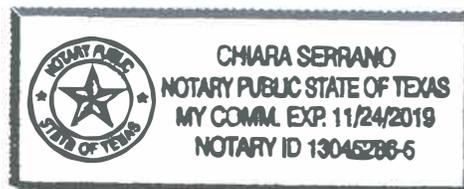


David Northcutt

Signed before me on this 14<sup>th</sup> day September 2016

Notary Republic for the State of Texas

State of Texas County of Harris  
Subscribed and sworn before me on 9/14/16  
(Date)  
  
(Notary Signature)



James Provost

M

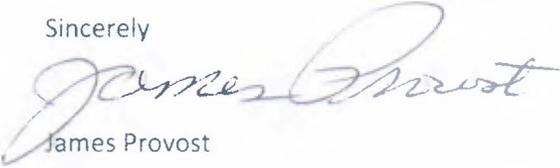
August 1, 2016

David Eidelman, Assistant Regional Director  
U.S. Securities & Exchange Commission  
New York Regional Office  
Brookfield Place, 200 Vesey Street, Suite 400  
New York, NY 10281-1022

Dear Mr. Eidelman

Let me state that Robert Wilson and Black Diamond Asset Management, LLC has worked hard on my behalf and has refused to accept any compensation until the stock is deposited with a broker dealer. Mr. Wilson and Black Diamond are managing my holdings in Momentous Entertainment Group, Inc. (MMEG) and have been doing so since the registration statement became effective on September 9, 2014. We have agreed that the stock would be liquidated at \$2.50 per share. The stock is under Mr. Wilson's discretion and he keeps me informed of the progress he is making in finding a broker dealer that will deposit my certificates without requesting an unrealistic fee and the progress of MMEG. I have agreed to pay Mr. Wilson a fee of 3% and direct the reallocation of the asset when the stock is sold. The total number of shares under management is 1,500,000.

Sincerely

  
James Provost

Signed before me on this

08/23/2016

Notary Republic for the Ellis county, Texas



Robert Provost  
[REDACTED]  
Orange, TX [REDACTED]

August 1, 2016

David Eidelman, Assistant Regional Director  
U.S. Securities & Exchange Commission  
New York Regional Office  
Brookfield Place, 200 Vesey Street, Suite 400  
New York, NY 10281-1022

Dear Mr. Eidelman

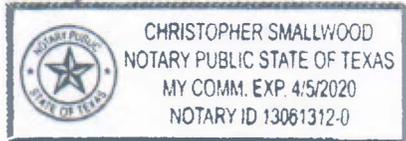
Let me state that Robert Wilson and Black Diamond Asset Management, LLC has worked hard on my behalf and has refused to accept any compensation until the stock is deposited with a broker dealer. Mr. Wilson and Black Diamond are managing my holdings in Momentous Entertainment Group, Inc. (MMEG) and have been doing so since the registration statement became effective on September 9, 2014. We have agreed that the stock would be liquidated at \$2.50 per share. The stock is under Mr. Wilson's discretion and he keeps me informed of the progress he is making in finding a broker dealer that will deposit my certificates without requesting an unrealistic fee and the progress of MMEG. I have agreed to pay Mr. Wilson a fee of 3% and direct the reallocation of the asset when the stock is sold. The total number of shares under management is 1,500,000.

Sincerely



Robert Provost

Signed before me on this 18<sup>th</sup> day of August 2016  
Notary Republic for the State of Texas

CHRISTOPHER SMALLWOOD  
NOTARY PUBLIC STATE OF TEXAS  
MY COMM. EXP. 4/5/2020  
NOTARY ID 13061312-0

Greg Provost

Alvin, TX

August 1, 2016

David Eidelman, Assistant Regional Director  
U.S. Securities & Exchange Commission  
New York Regional Office  
Brookfield Place, 200 Vesey Street, Suite 400  
New York, NY 10281-1022

Dear Mr. Eidelman

Let me state that Robert Wilson and Black Diamond Asset Management, LLC has worked hard on my behalf and has refused to accept any compensation until the stock is deposited with a broker dealer. Mr. Wilson and Black Diamond are managing my holdings in Momentous Entertainment Group, Inc. (MMEG) and have been doing so since the registration statement became effective on September 9, 2014. We have agreed that the stock would be liquidated at \$2.50 per share. The stock is under Mr. Wilson's discretion and he keeps me informed of the progress he is making in finding a broker dealer that will deposit my certificates without requesting an unrealistic fee and the progress of MMEG. I have agreed to pay Mr. Wilson a fee of 3% and direct the reallocation of the asset when the stock is sold. The total number of shares under management is 1,500,000.

Sincerely

Greg Provost

Signed before me on this

8/18/16

Notary Republic for the

Ashley Miller



Jeff Provost  
[REDACTED]  
Melissa, TX [REDACTED]

August 1, 2016

David Eidelman, Assistant Regional Director  
U.S. Securities & Exchange Commission  
New York Regional Office  
Brookfield Place, 200 Vesey Street, Suite 400  
New York, NY 10281-1022

Dear Mr. Eidelman

Let me state that Robert Wilson and Black Diamond Asset Management, LLC has worked hard on my behalf and has refused to accept any compensation until the stock is deposited with a broker dealer. Mr. Wilson and Black Diamond are managing my holdings in Momentous Entertainment Group, Inc. (MMEG) and have been doing so since the registration statement became effective on September 9, 2014. We have agreed that the stock would be liquidated at \$2.50 per share. The stock is under Mr. Wilsons discretion and he keeps me informed of the progress he is making in finding a broker dealer that will deposit my certificates without requesting an unrealistic fee and the progress of MMEG. I have agreed to pay Mr. Wilson a fee of 3% and direct the reallocation of the asset when the stock is sold. The total number of shares under management is 1,500,000.

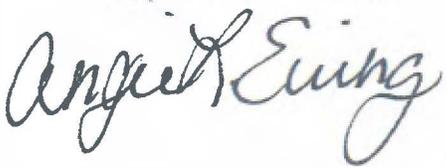
Sincerely



Jeff Provost

Signed before me on this 15th of August, 2016.

Notary Republic for the State of Texas





P.O. Box 861  
Sugar Land, TX 770487-0861  
Phone: 800-314-8912  
www.momentousent.com  
info@momentousent.net

# Momentous Entertainment Group, Inc.

4/15/2015

Mr. Robert A. Wilson  
Managing Member  
RJ Advisor, LLC

██████████  
Southampton, NY ██████████

Dear Mr. Wilson

This letter authorizes you to proceed with the placement of 6,950,000 shares of Momentous Entertainment Group, Inc. (MEG) at \$2.00 per share. MEG also agrees to the following a 3 for 1 reverse split to meet the requirements of listing on the NYSE Mkt or the NASDAQ. MEG agrees to pay the broker dealer executing the transaction a 10% placement fee and agrees to the firm deducting RJ Advisor management fee of 3% from the proceeds of the placement. Additionally MEG has sent Duct Tape Production a letter of intent to enter into negotiation for the purpose of acquisition. This letter also authorizes you to handle the negotiation.

Sincerely Yours

A handwritten signature in black ink, appearing to read "K Neubauer".

Kurt Neubauer  
President/CEO

Momentous Entertainment Group Inc.

5

**Robert Wilson**

**From:** Mike Law <mike@bmasecurities.com>  
**Sent:** Tuesday, July 28, 2015 11:41 AM  
**To:** Robert Wilson; 'Kurt - Momentous Ent'  
**Cc:** Christean Burt; Burt Arnold  
**Subject:** MMEG Shareholders

Hi Robert & Kurt,

What did they pull here SEC & Krishna A manzhi  
How did you protect these  
investor when in  
the middle  
of the  
process  
hey  
change  
for  
\$250  
to  
\$2000

I have added my supervisor and accounts manager on this email as reference. I did speak with my supervisor this morning regarding the account and the amount to be funded for the shareholders of MMEG. After further clarification, for those individuals that are clearing their shares pursuant to an S-1 registration, even though it takes \$250 to clear shares at COR, BMA policy, we want to have those shareholders deposit between \$1100 to \$1200. For those individuals clearing shares outside of an S-1 registration, even though it takes \$1000 to clear at COR, BMA policy, we want to have those shareholders deposit between \$1500-\$2000. The reason behind this is to leave funding to not just deposit shares to clear, but also maintain a solid cash balance in the event that we have any unforeseeable fees that are charged at COR Clearing that may arise from the account and to maintain this balance to keep the account current. We do not have any exceptions. If the customer is unclear on the funding or wishes to dispute the amount being funded, we suggest that he look for an alternative firm to take on the deposit or give us a call for further clarification.

See what  
I need see  
how I feel  
for  
them

We will not accept strictly a certificate deposit to be sent directly to our office without appropriate funding. Further, we cannot accept or submit a stock clearance packet unless we have the necessary funding as stated above in order to move forward. If you have further questions or concerns, please give Christean, myself or Burt Arnold a call. We can be reached at (310)544-3545.

Best Regards,  
Michael Law  
Registered Representative

See my  
Respos  
see how  
you did  
nothing  
to help  
the investor  
Public



2321 Rosecrans Avenue, Suite# 3285  
El Segundo, CA 90245

P (310) 544-3545  
F (310) 544-6626  
Direct Line: 424-269-3242

**\*\* This email is for correspondence only and is never authorized for stock transactions\*\***

*The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message. Securities are offered through BMA Securities, member FINRA, SIPC, NFA. Please do not use e-mail to transmit orders for securities or for other time-sensitive messages. All e-mail messages sent or received by the BMA Securities corporate e-mail system are subject to review, retrieval and archiving and may be disclosed to parties other than*

## Robert Wilson

---

**From:** Mike Law <mike@bmasecurities.com>  
**Sent:** Monday, July 20, 2015 9:26 AM  
**To:** [REDACTED]@aol.com  
**Cc:** Robert Wilson  
**Subject:** Account Update/MMEG  
**Attachments:** Delivery Instructions For Retail Accounts.pdf; STOCK POWER.PDF

Hi David,

The account is now ready to go to be activated. COR Clearing, BMA's clearing agency, has a policy where we cannot issue an account number until the account itself is funded. The recommend balance to be deposited is between \$1200-\$1500. This amount will cover both your intended physical certificate deposit, the stock clearance of your OTC Market shares along with maintaining a cash balance. If you intend on sending a wire transfer, we will issue you an account number along with wire instructions on where to send the funds to. The account number would need to be applied in your wire documents as a reference. I have enclosed instructions below on where to send funding and your physical certificate:

In order to make a cash deposit at BMA Securities, you have a few options available. You may send us a check or a wire; when sending a check, please make the check payable to **"COR CLEARING LLC"**. Our clearing agency accepts physical checks, cashier's checks or incoming wires. They do not accept cash or money orders. Also, if your account is an individual account, it must come from your individual bank account; if your account is a corporate account, it must come from your corporate, bank account. We do not accept third-party checks or wires. Please send payment to the address below:

2321 Rosecrans Avenue, Suite# 3285  
El Segundo, California 90245

If this is a wire transfer, please refer to our attachment and show this document to your member bank. You will be required to show your BMA account number as well in order to initiate the wire. Fees will vary depending on your member bank. Please let us know if you opt to do a wire. BMA back office will provide you the account number when available.

In order to make a certificate deposit you have two options available:

- A. Please sign and date in back of your physical certificate and send to BMA.
- B. Please sign and date a stock power and attach it with your certificate (You are required to sign and date the document only at the bottom of the page. No other information is necessary on this attached form)
- C. Please send certificate to the above referenced address.

Lastly, we recommend you either FedEx or UPS your check and certificate as oppose to using the regular postal system in order to avoid loss or misplaced deposits. For further questions or concerns, please do not hesitate to contact Mike Law at BMA Securities at (310)544-3545 or by email at [Mike@bmasecurities.com](mailto:Mike@bmasecurities.com).

Best Regards,  
Michael Law  
Registered Representative

## Founder (Formation) Shares

Name of Individual/Entity	Number of Common Shares Owned	Percentage of Ownership Post PPM
Valencia Capital Group LLC <sub>1</sub>	10,000,000	26.596%
H. Steve Harrell, II <sub>2</sub>	2,520,000	6.702%
Thomas Boynton <sub>2,3</sub>	2,520,000	6.702%
Kevin Case <sub>2,3</sub>	500,000	1.330%
Hal Thannisch <sub>2,3</sub>	500,000	1.330%
Julius Erving <sub>2</sub>	302,400	0.804%
Floyd A. Searer <sub>2,3</sub>	100,000	0.266%
Director 7 - TBD <sub>2</sub>	50,000	0.133%
Harold Ford, Sr. <sub>2</sub>	50,000	0.133%
Arthur Williams <sub>2</sub>	50,000	0.133%
James Williams	50,000	0.133%
BOC, Inc.	18,117,600	48.185%
North Sea Holdings, Inc. <sub>4</sub>	840,000	2.234%

- 1.e Valencia Capital Group, LLC is a Georgia Limited Liability Company whose principal owner/Memberse were Four Annie – 55%, Jon Guven - 25%, Harrell Investments – 10.5%, Juhye Harrell – 6% and Rone Swatty – 3.5%. Four Annie is a Family Trust owned by the Harrell Family and managed by H. Steve Harrell, II as its Managing Member.e
- 2.e The shares were issued but are subject to certain forfeiture conditions applicable to the continued, active involvement of the individual with the Company pursuant to such person’s applicable Founders document.e For more information, see the section of this memorandum entitled “Employment Agreements.”e
- 3.e The shares are held by a separate business entity.e
- 4.e The entity is a private investment fund managed by our business and financial consultant RJ Advisor, LLC.e The entity received the stock in return for consulting services provided and for paying RJ’s consulting feese during the organizational phase of our development. For more information, see the section of this memorandum entitled “Consulting Agreements.”e

Additionally, Messrs. Harrell, Boynton, Case and Thannisch will receive monthly compensation from the Company in the form of employment compensation and RJ Advisors in the form of a monthly consulting fee. The table below shows the total annual compensation that is expected to be paid to each of these affiliates.

Affiliate	Type of Compensation	Value of Compensation
H. Steve Harrell, IIe	Salary	██████████
Thomas Boynton	Salary	██████████
Kevin Case	Salary	██████████
Hal Thannisch	Salary	██████████
RJ Advisor, LLC	Consulting Fee	\$120,000

We have entered into a mutual exclusivity agreement with our affiliates and consultant. Pursuant to this agreement, we will have the right of first refusal to pursue all real estate investment opportunities identified by our affiliates. In addition, if we elect to pursue an investment opportunity that consists of buying a property or buying land for developing a property, we intend to hire RJ Advisors to consult on the business financial needs of the project.

1

Black Diamond Asset Management, LLC

September 16, 2016

James Hanson  
U.S. Securities & Exchange Commission  
New York Regional Office  
Brookfield Place, 200 Vesey Street, Suite 400  
New York, NY 10281-1022

RE: NY-9568-A

Dear Mr. Hanson

Let me start by informing you that the 9<sup>th</sup> Amendment of the United States Constitution is still invoked. You do not have any authorization to issue any subpoena as the 33, 34 and 40 Acts do not override the United States Constitution as clearly stated by the Framers in Federalist 78, the defining papers of their intent in the development of the Constitution, only a fool would think otherwise. In fact, the Framers made this statement in paragraph 11 **IT IS NOT OTHERWISE TO BE SUPPOSED, THAT THE CONSTITUTION COULD INTEND TO ENABLE THE REPRESENTATIVES OF THE PEOPLE TO SUBSTITUTE THEIR WILL TO THAT OF THEIR CONSTITUENTS.** This means once I withdraw my consent you have no just powers as stated in this sentence from the 2<sup>nd</sup> paragraph of the Declaration of Independence **That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the Governed, that whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it.** Since this paragraph is incorporated into the Constitution by the 9<sup>th</sup> Amendment and is recognized as a right of the people by the Framers in Federalist 78 paragraph 17 that states a **fundamental principle of republican government, admits the right of the people to alter or abolish.** And in paragraph 11 **the Constitution ought to be preferred to the statute, the intention of the people to the intention of their agents.** And in paragraph 12 **Nor does this conclusion by any means suppose a superiority of the judicial to the legislative power. IT ONLY SUPPOSES THAT THE POWER OF THE PEOPLE IS SUPERIOR TO BOTH; and that where the will of the legislature, declared in its statutes, stands in opposition to that of the people, declared in the constitution, the judges ought to be governed by the latter rather than the former.** So with all of this evidence stated from the Constitution and the defining papers of the Constitution only a fool would believe they are authorized to do anything after they have clearly stated that they were informed on July 27, 2016 of this citizen invocation of his rights under the Declaration of Independence, the foundational principal of the United States revolution, the US Constitution and the recognition by the Constitutional Congress as fundamental principle of our government. The Constitution is the only law in this country as it is fundamental law, not statutory law if you were able to override the decision of the People who the Framers made clear is superior to all of the People's servants the law would be worthless and we the People would have no ability to stop tyranny in government. Paragraph 14 states the following **but in regard to the interfering acts of a superior and subordinate authority, of an original and derivative power, the nature and reason of the thing indicate**

██████████, Calverton, New York ██████████  
██████████  
Robert@blackdiamondfinancialholdings.net  
Blackdiamondfincialholdings.com

the converse of that rule as proper to be followed. They teach us that the prior act of a superior ought to be preferred to the subsequent act of an inferior and subordinate authority; and that accordingly, whenever a particular statute contravenes the Constitution, it will be the duty of the judicial tribunals to adhere to the latter and disregard the former. Just because you think a statute overrides the Constitution, it does not. Your statements are more than foolish they are purely stupid.

Add to the fact that People are the Government not you or any other servant of the People. Trying to impose your will over that of the People is an attempted to over throw the Government of the United States better known as Treason. In addition, paragraph 10 states No legislative act, therefore, contrary to the Constitution, can be valid. To deny this, would be to affirm, that the deputy is greater than his principal; that the servant is above his master; that the representatives of the people are superior to the people themselves; that men acting by virtue of powers, may do not only what their powers do not authorize, but what they forbid. Add to this the fact that you send me a subpoena for items you already have in your position and if you had read them you would have not one thing to investigate you have willfully violate my 14<sup>th</sup> Amendment Rights of equal protection under the law of the US Constitution. You need to resign and move out of the Country and the same goes for any other person including themselves in this Gestapo witch hunt. It is my right to confront you when you lie and bring false accusation against me so stop the retaliation because I am making your little boy ass behave. You do not scare me in the least bit and I will not be bully, like you try with others. Remember this Jefferson stated that "When the people fear their government, there is tyranny; when the government fears the people, there is liberty."

Sincerely

Robert Wilson, Managing Member

██████████, Calverton, New York ██████████

██████████  
Robert@blackdiamondfinancialholdings.net  
Blackdiamondfincialholdings.com

8

**Robert Wilson**

---

**From:** Adraktas, Victoria J. <AdraktasV@SEC.GOV>  
**Sent:** Tuesday, August 11, 2015 8:44 AM  
**To:** Robert Wilson  
**Subject:** RE: SEC Submission Regarding Charles Rooney

Dear Mr. Wilson,

Thank you for your willingness to speak with us further. We would appreciate receiving copies of any emails or documents you have in your possession. You may email them to me at [adraktasv@sec.gov](mailto:adraktasv@sec.gov).

The SEC is required to make its identity known to whomever we communicate with. We would not be able to participate in the call with Mr. Rooney as you suggest. However, we are interested in speaking with you to better understand your complaint. Would Monday, August 17th at 11 a.m. work for you?

Thank you very much for your time,

Victoria Adraktas

---

**From:** Robert Wilson [<mailto:raw1292@optonline.net>]  
**Sent:** Monday, August 10, 2015 3:38 PM  
**To:** Adraktas, Victoria J.  
**Subject:** RE: SEC Submission Regarding Charles Rooney

I could speak any day but Wednesday and Friday of next week. All I have are emails between Mr. Rooney and myself. But I could set up a call with Mr. Rooney claiming you are the CEO of the micro-cap company, and you could hear his term and where the money goes for yourself.

Robert A. Wilson  
Managing Member  
RJ Advisor, LLC

NYo

[\[redacted\]@optonline.net](mailto:[redacted]@optonline.net)

---

**From:** Adraktas, Victoria J. [<mailto:AdraktasV@SEC.GOV>]  
**Sent:** Monday, August 10, 2015 11:55 AM  
**To:** [\[redacted\]@optonline.net](mailto:[redacted]@optonline.net)  
**Subject:** SEC Submission Regarding Charles Rooney

Dear Mr. Wilson,

We received your submission regarding your concern with Charles Rooney and his association with Creative Edge Nutrition (FITX) and would like to follow up with a phone call to discuss your concerns and any other information you may be able to provide regarding your contact with Mr. Rooney. Please see the attached form 1662 which is an important explanation of your rights and our duties with regard to interviews and information shared with SEC. In addition, do you have any documents regarding your experience which you would be willing to share?

*Starting I Reported on Both FITX & AIDC But they left out AIDC DO YOU THINK IT MIGHT HAVE SOMETHING TO DO WITH OBAMA?*

Please let us know what days and times would be convenient for you to speak with us.

Sincerely,

Victoria Adraktas

Victoria J. Adraktas  
Senior Counsel  
Office of Market Intelligence  
Division of Enforcement  
U.S. Securities and Exchange Commission

## Robert Wilson

---

**From:** Adraktas, Victoria J. <AdraktasV@SEC.GOV>  
**Sent:** Thursday, August 13, 2015 12:38 PM  
**To:** Robert Wilson  
**Subject:** RE: Revise Scheduled Call

Mr. Wilson,

We would like to speak with you at 11am on Thursday, August 20. Below are call-in numbers for a toll-free conference call for 11am on Thursday, August 20. Please let me know if this time is acceptable.

USA Toll-Free: 888-331-6674  
USA Caller Paid: 312-777-1452  
Access Code: 9752225  
Host: 3347

---

**From:** Robert Wilson [<mailto:raw1292@optonline.net>]  
**Sent:** Thursday, August 13, 2015 11:04 AM  
**To:** Adraktas, Victoria J.  
**Subject:** RE: Revise Scheduled Call

I am available on Tuesday, & Thursday of next week all day

Robert A. Wilson  
Managing Member  
RJ Advisor, LLC  
[REDACTED]  
Southampton, NY [REDACTED]  
[REDACTED]  
[REDACTED][@optonline.net](mailto:[REDACTED]@optonline.net)

---

**From:** Adraktas, Victoria J. [<mailto:AdraktasV@SEC.GOV>]  
**Sent:** Thursday, August 13, 2015 8:43 AM  
**To:** [REDACTED][@optonline.net](mailto:[REDACTED]@optonline.net)  
**Subject:** Revise Scheduled Call

Mr. Wilson:

Our schedules have changed and we will not be available for the scheduled call on Monday, August 17th. Would you mind providing me with some additional dates and times that work for you next week?

Victoria J. Adraktas  
Senior Counsel  
Office of Market Intelligence  
Division of Enforcement  
U.S. Securities and Exchange Commission  
(202) 551-6914  
(202) 262-6949 (bbry)  
[AdraktasV@sec.gov](mailto:AdraktasV@sec.gov)

## Robert Wilson

---

**From:** Candera, Lisa <CanderaL@sec.gov>  
**Sent:** Thursday, August 20, 2015 2:37 PM  
**To:** [REDACTED]@optonline.net  
**Subject:** Today's call  
**Attachments:** Form 1662.pdf

Mr. Wilson,

Thank you for the information you provided during our call this morning. Attached is the SEC Form 1662, which sets forth the Commission's routine uses of information.

During our call, you mentioned receiving some emails related to your submission. Please forward those emails, along with any attachments, to me.

Finally, we would greatly appreciate it if you would keep your submission and our communications confidential.

Thank you,

Lisa M. Candera  
Senior Counsel - Division of Enforcement

9

**Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.**

Leonard Armenta, Jr. resigned his positions as an officer and director effective as of the close of business on July 15, 2015. Mr. Armenta had no disagreements with the Company.

The new president and director is:

*Marvin Woods*, 51, is Chairman, President and Chief Executive Officer. He is an Emmy<sup>®</sup> Award-nominated television host, author of cookbooks, *Home Plate Cooking* and *The New Low Country Cooking*, and a 30-year veteran in the hospitality and restaurant industry. He has also been an owner and a partner in restaurants in Miami, Charlotte and Washington, DC with styles of cuisine and service ranging from tablecloth to fast casual, Low Country, micro brew pub to a health conscious sandwich and salad spot. Chef Woods trained at such notable New York City restaurants as The Sea Grill at Rockefeller Center, Windows on the World, Helmsley Palace, Quatorze, and Arizona 206. In the fall of 2009, he was selected to cook at the White House for the Obamas' first State Dinner. In June 2010, he kicked off First Lady Michelle Obama's Let's Move! Healthy Cooking for Families Initiative. Currently, he hosts a segment on Georgia Public Broadcast's *Georgia Cooks* and is being a featured contributor/blogger to [blackdoctors.org](http://blackdoctors.org). He is a contracted spokesperson with United HealthCare, Live Smart Energy Bars and Sodexo. Chef Woods has also been sponsored by Publix and Food Lion supermarkets, SCANA Energy and SCE&G, Georgia Natural Gas, Mission Foods, Whole Foods, Char Broil Grills, and Kitchen Aid. He holds a Culinary Degree from the Academy of Culinary Arts - Atlantic Cape Community College.

**Item 9.01 Exhibits**

Exhibit No.            Description

None

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**AI DOCUMENT SERVICES, INC.**

Dated: July 15, 2015

By: /s/ Marvin Woods  
Name: Marvin Woods  
Title :Chief Executive Officer

Home Marketplaces Market Activity News Services Research Lists

Enter Symbol/Company Name

Company Directory | Stock Screener

OTC Market Totals

10,308

Securities

\$66.9M

Dollar Volume

21.2M

Share Volume

312

Trades

Quote



**AI Document Services, Inc.**



Charts

Common Stock

Grey Market

Company Profile

News

Financials

Filings and Disclosure

Short Sales

**Contact Info**

250 Park Avenue West  
Atlanta, GA 30313

**Business Description**

About Asante

Insider Disclosure

Website:

<http://www.asantediningcorp.com>

Phone: 404-458-3924

Email: [info@asantediningcorp.com](mailto:info@asantediningcorp.com)

Find us on:

Chef Marvin Woods is an Emmy Award-nominated television host, celebrated chef, restaurateur, author of cookbooks Home Plate Cooking and The New Low Country Cooking, and a 30-year veteran in the hospitality and restaurant industry. He has also been an owner and a partner in restaurants in Miami, Charlotte and Washington, D.C. In the fall of 2009, he was selected to cook at The White House for the Obamas' first State Dinner. In June 2010, he kicked off First Lady Michelle Obama's "Let's Move!" healthy cooking for families initiative.

Currently, Marvin hosts a segment on GPB's (Georgia Public Broadcast) "Georgia Cooks," and WSB as well as being a weekly-featured contributor/blogger to blackdoctors.org. He is a contracted spokesperson with United Healthcare, LiveSmart Energy Bars and Sodexo. Woods is a James Beard Foundation "star" chef who also has volunteered his time and talents to American Heart & American Stroke Association, The American Diabetes Association, The Boys and Girls Clubs of America. He has lived and worked in Europe as well as the Caribbean, South America and Africa. He has been interviewed and featured on Food Network, CBS Chef on a Shoestring, The Today Show, CBSNews.com, Country Living, Southern Living Magazine, Oprah and Cooking Light Magazine.

[Less >>](#)

**Update Company Profile**

**Financial Reporting/Disclosure**

Reporting Status	U.S. Reporting: SEC Reporting
Latest Report	<a href="#">Sep 30, 2015 10-Q</a>
CIK	0001402536
Fiscal Year End	12/31
OTC Marketplace	Grey Market

**Profile Data**

SIC - Industry Classification	5812 - Eating places
Incorporated In:	DE, USA
Year of Inc.	2008
Employees	14 a/o Aug 01, 2015

**Company Officers/Contacts**

Marvin Woods	President, CEO
Eddie L. Bridgeman	CFO

**Company Directors**

Marvin Woods	Chairman
Eddie L. Bridgeman	

**Service Providers**

Accounting/Auditing Firm

**AIDC Security Details**

**Share Structure**

Market Value <sup>1</sup>	\$13,054,500	a/o Nov 08, 2017
Authorized Shares	99,000,000	a/o Oct 21, 2015
Outstanding Shares	87,030,000	a/o Nov 12, 2015
-Restricted	Not Available	
-Unrestricted	Not Available	
Held at DTC	Not Available	
Float	22,000,000	a/o Oct 21, 2015
Par Value	0.001	

**Transfer Agent(s)**

[Action Stock Transfer Corporation](#)

**Shareholders**

Shareholders of Record 40 a/o Oct 21, 2015

**Short Selling Data**

Short Interest	0 (-100%)
	<a href="#">Mar 15, 2016</a>
Significant Failures to Deliver	No

## Robert Wilson

---

**From:** Charlie Rooney <[REDACTED]@gmail.com>  
**Sent:** Tuesday, July 21, 2015 9:03 PM  
**To:** [REDACTED]@optonline.net  
**Subject:** RE: Conference Call Tuesday Afternoon 4 eastern 3 central

Hi Robert,

Apologies, but the day got away from me. Are you free to chat at 1:00 pm tomorrow. I would like to get run down from you before I speak with Jeff. I can chat with Jeff after we speak assuming we are all on the same page.

Kind regards,  
Charlie

On Jul 21, 2015 4:38 PM, "Robert Wilson" [REDACTED]@optonline.net> wrote:

Jeff

The information is attached on Momentous as is Charlie contact information.

His number is [REDACTED]

Charlie

This is Jeff he would like to speak to you about working on Momentous Entertainment with him

Robert A. Wilson

Managing Member

RJ Advisor, LLC

19 Marys Lane

Southampton, NY 11968

631-871-4945



**BLACK DIAMOND ASSET MANAGEMENT, LLC**

**Reference #:2976995726112AC6**

**Item 2 Status of Advisory Business**

**Yes**    **No**

A. Have you ceased conducting advisory business in the jurisdictions from which you are withdrawing?  
If yes, provide the date you ceased conducting advisory business in the jurisdictions checked in the status section, above:

     
Date  
MM/DD/YYYY  
12/31/2016

*If you ceased conducting advisory business in these jurisdictions on different dates, you must submit a different Form ADV-W for each different date on which you ceased conducting advisory business.*

B. Reasons for withdrawal:

No longer in business or closing business

Other:

Next

Save

Reset

Previous

**BLACK DIAMOND ASSET MANAGEMENT, LLC**

**Reference #:2976995726112AC6**

**Item 3 Custody**

**YES NO**

Do you or a *related person* have *custody of client assets*?

If yes, provide the following information:

- A. Number of *clients* for whom you have *custody* of cash or securities:
- B. Amount of *clients'* cash for which you have *custody*: \$ .00
- C. Market value of *clients'* securities for which you have *custody*: \$ .00
- D. Market value of assets other than cash or securities for which you have *custody*: \$ .00

**BLACK DIAMOND ASSET MANAGEMENT, LLC**

**Reference #:2976995726112AC6**

**Item 1 Identifying Information**

You must complete this Form ADV-W to withdraw your investment adviser registration with the SEC or one or more state securities administrators. We use the term "you" to refer to the investment adviser withdrawing from registration, regardless of whether the adviser is a sole proprietor, a partnership, a corporation, or another form of organization.

**WARNING:** Complete this form truthfully. False statements or omissions may result in administrative, civil or criminal action against you.

A.e Your full legal name (if you are a sole proprietor, your last, first, and middle names):e

BLACK DIAMOND ASSET MANAGEMENT, LLCe

The name you enter here must be the same as the name you entered on your last amended Form ADV. Do not report a name change on this Form ADV-W.

B. Your SEC file number (if you are registered with the SEC as an investment adviser):e

801-81142

C. Your CRD number (if you have a number (" CRD number") assigned by FINRA's CRD system):e

168048

If you do not have a CRD number, skip this Item 1C. Do not provide the CRD number of one of your officers, employees, ore affiliates.

D.e Name and business address of contact employee :e

Name:e

ROBERT WILSONe

Title:

MANAGING MEMBER

Number and Street 1:e

[REDACTED]

Number and Street 2:

City:

CALVERTON

State:

New York

Country:

United Statese

ZIP+4/Postal

Code:

[REDACTED]

Telephone Number:

631-871-4945e

Electronic mail (e-mail) address, if contact employee has one:e

ROBERT@BLACKDIAMONDFINANCIE

The contact employee should be an employee (not outside counsel) who is authorized to receive information and respond to questions about this Form ADV-W.

E. Principal Office and Place of Business:

Address (do not use a P.O. Box):

Number and Street 1:

[REDACTED]

Number and Street 2:

City:

CALVERTON

State:

New York

Country:

United States

ZIP+4/Postal

Code:

[REDACTED]

Telephone Number:

[REDACTED]

If this address is a private residence, check this box:

Next

Save

Reset

Previous

**BLACK DIAMOND ASSET MANAGEMENT, LLC**

Reference #: 2976995726112AC6

**Item 8 Books and Records**

This item requires you to list (i) the name and address of each *person* who has or will have custody or possession of your books and records; and (ii) each location at which any of your books and records are or will be kept. You must list this information on Schedule W1, and you must complete a separate Schedule W1 for each *person* who has or will have custody of your books and records at each location. The instructions to Form ADV-W contain additional information and examples to assist you in responding to Item 8.

*NOTE: Section 204 of the Advisers Act, or similar state law, requires you to preserve your books and records after you have withdrawn from registration.*

No Books and Records Found.

[Next](#)[Create New](#)[Previous](#)

© 2017 FINRA. All rights reserved. FINRA is a registered trademark of the Financial Industry Regulatory Authority, Inc.  
[Privacy](#) | [Legal](#) | [Terms & Conditions](#)

 The information was saved.**BLACK DIAMOND ASSET MANAGEMENT, LLC****Reference #:2976995726112AC6****Execution**

I, the undersigned, have signed this Form ADV-W on behalf of, and with the authority of, the adviser withdrawing its registration. The adviser and I both certify, under penalty of perjury under the laws of the United States of America, that the information and statements made in this Form ADV-W, including exhibits and any other information submitted, are true. I further certify that the adviser's books and records will be preserved and available for inspection as required by law, and that all information previously submitted on Form ADV is accurate and complete as of this date. I understand that if any information contained in items 1D or 1E of this Form ADV-W is different from the information contained on Form ADV, the information on this Form ADV-W will replace the corresponding entry on the adviser's Form ADV composite available through IARD. Finally, I authorize any *person* having custody or possession of these books and records to make them available to authorized regulatory representatives.

Signature:

ROBERT WILSON

Date: MM/DD/YYYY

06/29/2017

Printed Name:

BLACK DIAMOND ASSET MANAGEMENT, LLC

Title:

PRESIDENT

11

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box:

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act (Check One):

CALCULATION OF REGISTRATION FEE

Title of Securities Being Register	Amount Being Registered (1)	Fixed Offering Price per Unit (2)	Proposed Aggregate Offering Price	Amount of Registration Fee
Common Stock No Par Value	18,000,000 shares	\$10.00	\$180,000,000	

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to Section 8(a), may determine.

- (1) Estimated solely for the purpose of calculating the registration fee under Rule 457(a) of the Securities Act.
- (2) Estimated solely for the purpose of calculating the registration fee under Rule 457(a) of the Securities Act.

Now lets add this up which I will do  
 For you services you do not have the ability  
 to. we start with founder stock of  
 35,647,340  
 18,000,000  
 more shares  
 180,000,000  
 356,473,400  
 add  
 than 2,000,000  
 more shares

\$556,473,400  
 that total is  
 what did you  
 say about no  
 asset  
 OR  
 20,000,000  
 then add

**BLACK DIAMOND ASSET MANAGEMENT, LLC**

**Reference #:2976995726112AC6**

**Item 4 Money Owed to *Clients***

**Yes No**

Have you (i) received any advisory fees for investment advisory services or publications that you have not rendered or delivered; or (ii) borrowed any money from *clients* that you have not repaid?

Yes  No

*Do not include in your response to this Item 4 any client funds for which you have custody and that you have included in your response to Item 3.*

If yes, provide the following information:

A. Amount of money owed to <i>clients</i> for prepaid fees or subscriptions:	\$	.00
B. Amount of money owed to <i>clients</i> for borrowed funds:	\$	.00

Next

Save

Reset

Previous

BLACK DIAMOND ASSET MANAGEMENT, LLC

Reference #:2976995726112AC6

## Item 5 Advisory Contracts

Yes No

A. Have you assigned any of your investment advisory contracts to another *person*?  

Yes No

If yes, provide the following information:

B. Did you obtain the consent of each *client* prior to the assignment of the *client's* contract?  

*Client consent can be obtained through an actual consent, or can be inferred through the use of a negative consent.*

If you answered "yes" to Item 5A, list on Section 5 of Schedule W1, each *person* to whom you have assigned any of your investment advisory contracts. You must complete a separate Schedule W1 for each *person* to whom you have assigned any of your advisory contracts.

No Contracts Found.

[Create New](#)[Next](#)[Save](#)[Reset](#)[Previous](#)

**BLACK DIAMOND ASSET MANAGEMENT, LLC**

**Reference #:2976995726112AC6**

**Item 6 Judgments and Liens**

Are there any unsatisfied judgments or liens against you?	<b>Yes</b> <input type="radio"/> <b>No</b> <input checked="" type="radio"/>
---	---

**BLACK DIAMOND ASSET MANAGEMENT, LLC**

Reference #:2976995726112AC6

**Item 7 Statement of Financial Condition**

If you answered yes to Items 3, 4, or 6, you must complete Schedule W2, disclosing the nature and amount of your assets and liabilities and your net worth as of the last day of the month prior to the filing of this Form ADV-W.

**Schedule W2**

If you answered "yes" to Items 3, 4, or 6 of Form ADV-W, you are required to complete this Schedule W2. This balance sheet must be prepared in accordance with generally accepted accounting principles, but need not be audited.

**ASSETS**Current Assets

Cash	\$
Securities at Market	\$
Non-Marketable Securities	\$
Other Current Assets	\$
<b>Total Current Assets</b>	\$

Fixed Assets

<b>Total Fixed Assets</b>	\$
---------------------------	----

**TOTAL ASSETS**

\$

**LIABILITIES & SHAREHOLDERS' EQUITY**Current Liabilities

Prepaid Advisory Fees	\$
Short-Term Loans from <i>Clients</i>	\$
Other Short-Term Loans	\$
Other Current Liabilities	\$
<b>Total Current Liabilities</b>	\$

Fixed Liabilities

Long-Term Debt Owed to <i>Clients</i>	\$
Other Long-Term Debt	\$
Other Long-Term Liabilities	\$
<b>Total Fixed Liabilities</b>	\$

Shareholders' Equity

<b>Total Shareholders' Equity (or Deficit)</b>	\$
--	----

**TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY**

\$

Next

Save

Reset

Previous

The information contained in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Preliminary Prospectus dated , 2015

## PROSPECTUS

18,000,000 Shares

HSH Holdings International, Inc.

Common Stock

HSH Holdings International, Inc. (“HSH”) is a newly formed, corporation, which was organized to take advantage of the existing and developing investment opportunities in the Bahamas real estate market. Prior to the formation of HSH, all of our senior executive officers were either employed by and were responsible for the real estate investment activities of Valencia Capital Group (“Valencia”) and its related companies, SALD I & II or its subsidiaries or worked in some capacity for or with other real estate development groups. Immediately following this offering, we will begin the phased development of 700 beachfront acres currently owned by Valencia on the island of Abaco in the Bahamas. This will be the first two Caribbean luxury destination resort property developments of the newly created corporation. To our knowledge, we will be the only public company exclusively focused on investing in and developing resort community properties in the Caribbean.

This is our initial public offering of common stock. No public market currently exists for our common stock. All of the shares of common stock offered by this prospectus are being sold by us.

HSH Holdings International, Inc. is offering for sale a total of 18,000,000 shares of its common stock at a fixed price of \$10.00 per share. There is no minimum number of shares that must be sold by us for the offering to close, and we will retain the proceeds from the sale of any of the offered shares that are sold. The offering is being conducted as a self-underwritten, best efforts basis, which means that our executive officers will attempt to sell the shares through the use of an online private placement platform. This prospectus will permit our principal executive officers to sell the shares directly to the public, with no commission or other remuneration payable to them for any shares that they may sell. The Company intends to offer the shares to,

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

**Form S-1**

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

**HSH HOLDINGS INTERNATIONAL, INC.**

*(Exact name of registrant as specified in its governing instruments)*

**Twelve Piedmont Center  
Suite 420  
Atlanta, Georgia 30305  
(770) 570-7631**

*(Address, including zip code, and telephone number,  
including area code, of registrant's principal executive offices)*

**Thomas Boynton  
HSH International Holdings, Inc.  
Twelve Piedmont Center  
Suite 420  
Atlanta, Georgia 30305  
(770) 570-7631**

*(Name, address, including zip code, and  
telephone number, including area code, of agent for service)*

*Copies of communications to:*

Scott Duma  
Taylor English Duma  
1600 Parkwood Circle, Suite 400  
Atlanta Georgia 30339  
(770) 434-6868

**Approximate date of commencement of proposed sale to the public:** As soon as practicable after the effective date of this Registration Statement.

- We purchased 700 acres of real property on the island of Abaco in the Bahamas from Valencia Capital Group for the assumption of accounts payable of \$11,610,954 and 35.60 million shares of our common stock (the “Formation Shares”).
- The common stock will be distributed by Valencia to the following individuals and entities who after this offering will own the follow percentages of our outstanding common stock assuming all of the shares being offer are sold and the over allotment is not exercised. The table below more fully shows the number of shares and the percentage of ownership of the Company of each recipient of the Formation Shares.

Name of Individual/Entity	Number of Common Shares Owned	Percentage of Ownership After the Offering
Valencia Capital Group <sup>1</sup>	28,254,540	52.71%
H. Steve Harrell, II	2,520,000	4.70%
Thomas Boynton	2,520,000	4.70%
Kevin Case <sup>2</sup>	500,000	0.93%
Hal Thannisch <sup>2</sup>	500,000	0.93%
North Sea Holdings, Inc. <sup>3</sup>	840,000	1.57%
Julius Erving	302,400	0.56%
Floyd Searer	52,600	0.10%
Robert Bird	52,600	0.10%
Harold Ford, Sr.	52,600	0.10%
Arthur Williams	52,600	0.10%

1. Valencia Capital Group is a Georgia Limited Liability Company with its Principal Members being Four Annie – 71.5%, Jon Guven - 25% and Ron Swatty – 3.5%. Four Annie is a Family Trust owned by the Harrell Family and managed by H. Steve Harrell, II as its Managing Member.
2. The shares will be held in trust and released according to the terms of the individual’s employment agreement. For more information, see the section of this prospectus entitled “Employment Agreements.”
3. The entity is a private investment fund managed by our business and financial consultant RJ Advisor, LLC. The entity received the stock in return for paying RJ’s consulting fees during the organizational phase of our development. For more information, see the section of this prospectus entitled “Consulting Agreements.”

## Our Structure

The following chart shows the structure of our company following completion of the formation transactions and the offering. To fully ensure a complete understanding of our structure please read the notes that accompany the chart below:

Prior to this offering, there has been no public market for our common stock. Consequently, the offering price has been determined by the appraised value of our assets.

A Memorandum in electronic format may be available on our website or through other online services maintained by our affiliates.

Other than the Memorandum in electronic format, the information on any advisor's website and any information contained in any other website maintained by any advisor is not part of the Memorandum. It has not been approved or endorsed by us or any advisor in its capacity as advisor and should not be relied upon by investors.

## **REPORTS TO STOCKHOLDERS**

We will furnish our stockholders with annual reports containing consolidated financial statements audited by our independent certified public accountants each fiscal year.

## **LEGAL MATTERS**

Certain legal matters in connection with this offering will be passed upon for us by Taylor, English Duma L.L.P., Atlanta, Georgia.

6. SALD Co. (South Abaco Land Development Company, Ltd. – a Bahamas IBC) is a holding company in the Bahamas set up specifically to hold the land assets of SALD I and SALD II.
7. SALD I a Special Purpose Vehicle (“SPV”) a Bahamas International Business Corporation (“IBC”) is the owner of 300 acres of real property in South Abaco Bahamas known as Conch Sound Point.
8. SALD II a Special Purpose Vehicle (“SPV”) a Bahamas International Business Corporation (“IBC”) is the owner of 400 acres in South Abaco Bahamas known as High Bank Bay.

### Benefits to Related Parties

Two of our Directors who are also executive officers, Mr. Harrell and Mr. Boynton, two Directors, two of our executive officers, Messrs. Case and Thannisch, and our business and financial consultant RJ Advisors through North Sea Holdings, will receive Formation Shares issued by HSH to acquire our initial assets. In exchange for these initial assets, we gave total consideration of \$356 million, in the form of (i) 35.6 million shares of our common stock, valued at \$356 million, (ii) \$16,010,954 in the form of assumption of accounts payable.

The following chart depicts, on an individual basis, the total value of consideration to be received by each of our Founding Members in connection with our acquisition of the initial assets:

### Founding Member (Formation) Shares

Name of Individual/Entity	Number of Common Shares Owned	Percentage of Ownership After the Offering
Valencia Capital Group <sup>1</sup>	10,000,000	28.090%
H. Steve Harrell, II	2,520,000	7.079%
Thomas Boynton	2,520,000	7.079%
Kevin Case <sup>2</sup>	500,000	1.404%
Hal Thannisch <sup>2</sup>	500,000	1.404%
Julius Erving	302,400	0.849%
Floyd Searer	100,000	0.281%
Robert Bird	50,000	0.140%
Harold Ford, Sr.	50,000	0.140%
Arthur Williams	50,000	0.140%
Sheila Vaden-Williams	50,000	0.140%
BOC, Inc.	18,117,600	50.892%
North Sea Holdings, Inc. <sup>3</sup>	840,000	2.360%

Additionally, each of the affiliates listed below, Messrs. Harrell, Boynton, Case and Thannisch, will receive monthly compensation from HSH, in the form of employment

12

**Robert Wilson**

---

**From:** The VINE Service <vine@globalnotifications.com>  
**Sent:** Thursday, October 25, 2012 10:00 AM  
**To:** raw1292@optonline.net  
**Subject:** Texas Department of Criminal Justice Victim Services Division Notification VS-17

VS-17

PLEASE RESPOND to the  
TEXAS DEPARTMENT OF CRIMINAL JUSTICE VICTIM SERVICES DIVISION at [victim.svc@tdcj.state.tx.us](mailto:victim.svc@tdcj.state.tx.us)

10/25/2012

RE: Offender BIANCHI, RALPH, State ID# [REDACTED], TDCJ# 01131367 VINE No. (877) 894-8463 Your PIN: [REDACTED]

Your correspondence is being placed in this offender's file for review by the Texas Board of Pardons and Paroles. We sincerely appreciate you taking the time to provide us with your thoughts on this case.

For automated offender information 24 hours a day in both English and Spanish, you can call the toll free Victim Information and Notification Everyday (VINE) number and enter your Personal Identification Number (PIN). If requested, the automated service can also call you when the offender is being processed for release from the Texas Department of Criminal Justice Correctional Institutions Division. Please contact us for further information or to request this notification feature.

Please feel free to call us toll free at (800) 848-4284 or direct at (512) 406-5900 with any questions or concerns you may have. We are available Monday through Friday from 8:00 a.m. to 9:00 a.m. and from 11:00 a.m. to 5:00 p.m. central standard time and are eager to help in any way possible. If your address, e-mail address, or phone numbers change, please let us know so that we may continue to keep you updated and informed. All of your information will remain confidential.

This notification is sponsored by the Texas VINE service. Please do not respond to the sender of this e-mail. If you would like to reply, submit information, or ask questions, please forward your response to the Texas Department of Criminal Justice Victim Services Division at [victim.svc@tdcj.state.tx.us](mailto:victim.svc@tdcj.state.tx.us).

Sincerely,

Angela McCown, Director  
Victim Services Division  
8712 Shoal Creek Blvd., Ste. 265  
Austin, TX 78757-6899  
Fax: (512) 452-0825  
E-Mail: [victim.svc@tdcj.state.tx.us](mailto:victim.svc@tdcj.state.tx.us)  
Website: [www.tdcj.state.tx.us](http://www.tdcj.state.tx.us)

"The information contained in this electronic mail and attachments is intended for the exclusive use of the addressee(s) and may contain confidential, privileged, or proprietary information. Any other use of these materials is strictly

prohibited. If you have received this material in error, please notify us immediately by telephone and destroy all electronic, paper, or other versions."

13

**Robert Wilson**

---

**From:** "Help" <help@sec.gov> <help@sec.gov>  
**Sent:** Monday, December 16, 2013 4:27 PM  
**To:** ██████████@optonline.net  
**Subject:** SEC Response HO::~00370196~::HO [ ref:\_00D30JxQy\_500a0c44teAAA:ref ]

Dear Mr. Wilson:

Thank you for contacting the U. S. Securities and Exchange Commission (SEC). You complained that a company in which you invested broke its promise to take off the restricted stock legend on the shares you own.

Before we are able to respond to your correspondence, we need more information from you about this company, including its full legal name and ticker symbol. Please also include information about your investment with the company (e.g. when did you buy the shares and whether you are still holding those shares). Please include the above file number and your contact information in your response.

We look forward to your reply.

Sincerely,

Vivien Liu  
Senior Counsel  
Office of Investor Education and Advocacy U.S. Securities and Exchange Commission  
(800) 732-0330  
[www.sec.gov](http://www.sec.gov)  
[www.investor.gov](http://www.investor.gov)  
[www.twitter.com/SEC\\_Investor\\_Ed](http://www.twitter.com/SEC_Investor_Ed)

File Attachment:

Correspondent Name: Mr. Robert Wilson  
Create Date: 2013-11-26 23:24:34  
Origin: Web  
File #: HO::~00370196~::HO  
Description:

I own restricted securities in a company that was once a shell. When it merged with an operating company the public company promised in its share exchange agreement, filed with the SEC that it would do the following: 8.6 Rule 144 Reporting. With a view to making available to the Acquirer's stockholders the benefit of certain rules and regulations of the Commission which may permit the sale of the Acquirer Common Stock to the public without registration, from and after the Closing Date, the Acquirer agrees to: 8.6.1 Make and keep public information available, as those terms are understood and defined in Rule 144; and 8.6.2 File with the Commission, in a timely manner, all reports and other documents required of the Acquirer under the Exchange Act. On December 31, 2008 the company filed Form 15 and stop reporting to the SEC. When I went to sell the securities I was told by the company's attorney that they could not be unrestricted under Rule 144 due to Section (i) (2). Since the company agreed to comply with Rule 144 from and after the Closing Date and have not and refuse to comply is this securities fraud? I have lost \$2.4 million because I have not been able to sell the securities. In fact the company has not supplied the shareholders with any information since 2011.

ref:\_00D30JxQy\_500a0c44teAAA:ref

See how the SEC and you  
Do nothing allowed me to get  
Rip-off for \$25 million  
1 Because you just lie about  
Everything and chase people  
with lies but do not  
chase cases  
with clear  
evidence

## Robert Wilson

---

**From:** "Help" <help@sec.gov> <help@sec.gov>  
**Sent:** Tuesday, January 21, 2014 10:26 AM  
**To:** [REDACTED]@optonline.net  
**Subject:** SEC Response HO::~00370196~::~HO [ ref:\_00D30JxQy\_500a0c44teAAA:ref ]

Dear Mr. Wilson:

Thank you for contacting the U.S. Securities and Exchange Commission (SEC) regarding Hamptons Luxury Homes Inc. The SEC's Office of Investor Education and Advocacy processes many comments from individual investors and others. We keep records of the correspondence we receive in a searchable database that SEC staff may make use of in inspections, examinations, and investigations. In addition, some of the correspondence we receive is referred to other SEC offices and divisions for their review. If they have any questions or wish to respond directly to your comments, they will contact you.

To weigh your legal options, you may want to consult an attorney. If you need help finding an attorney, please review the information at [www.sec.gov/answers/lawref.htm](http://www.sec.gov/answers/lawref.htm).

Thank you for communicating your views.

Sincerely,

Vivien Liu

Senior Counsel

Office of Investor Education and Advocacy

U.S. Securities and Exchange Commission

(800) 732-0330

[www.sec.gov](http://www.sec.gov)

[www.investor.gov](http://www.investor.gov)

[www.twitter.com/SEC\\_Investor\\_Ed](http://www.twitter.com/SEC_Investor_Ed)

ref\_00D30JxQy.500a0c44tcAAA:ref



HSH HOLDINGS INTERNATIONAL, INC.

Twelve Piedmont Center | Suite 420 | Atlanta, GA 30305

May 4, 2015

North Sea Holdings, Inc.  
Mr. Robert Wilson  
[REDACTED]  
Southampton, NY [REDACTED]

Re: Founders Shares in HSH Holdings International, Inc.

Dear Mr. Wilson:

On behalf of HSH Holdings International, Inc., a Wyoming corporation (the “Corporation”), I would like to thank you for the interest that you have shown, the time and effort you have provided, and the contribution that you have made with regard to the formation of the Corporation. As result of the contributions that you have been willing to make, and provided that you execute and deliver by May 15, 2015 to the Corporation both: (i) that certain Shareholders Agreement among the Corporation and its shareholders dated May 4, 2015 (“Shareholders Agreement”), and (ii) that certain Subscription Agreement by and between the Corporation and you also dated May 4, 2015 (“Subscription Agreement”), you shall be issued, upon the Corporation’s receipt and acceptance of such documents, restricted shares of common stock, no par value in the Corporation (“Common Stock”) in the amount of Eight Hundred Forty Thousand (840,000) shares (“Founders’ Shares”), which shares are subject to the provisions in this document, all applicable laws including those of the State of Wyoming, the rules and regulations as set forth by the Securities and Exchange Commission, the then-current articles of incorporation of the Corporation, the then-current bylaws of the Corporation, the Subscription Agreement, and Shareholders Agreement.

Regarding such Founders’ Shares, please also be advised that your involvement with the Corporation (which may include you serving as an officer and/or director) may make you an insider and as such you may be subject to limitation on your timing and ability to sell all or part of your Founder’s Shares per applicable law. This may include a restriction to the sale of one percent (1%) of the outstanding shares or the average monthly trading volume every 90 days or whichever is greater. Additionally, please be advised that the Founder’s Shares are further subject to and governed by the following release and forfeiture provisions:

- i) Issuance: Upon the timely execution, delivery and acceptance of the above referenced documents, the Founder’s Shares shall be issued per the release schedule and applicable restrictions and recorded in the stock registry of the Corporation by Action Stock Transfer or such other designee of the Corporation within ten business (10) days of approval from the Board of Directors;
- ii) Such Founder’s Shares will be released and transferred to your designated brokerage account via Depository Trust Company (DTC) wire within upon the one-year

HSH HOLDINGS INTERNATIONAL, INC.

Twelve Piedmont Center | Suite 420 | Atlanta, GA 30305

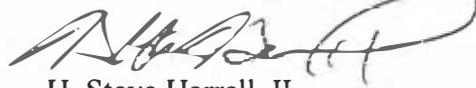
anniversary of the effective date of the issuance of such Founder's Shares to you ("Release Date"), but only provided that you have: (1) remained through such period of time as the owner of all such Founder's Shares, (2) remained through such period of time in compliance with your obligations to the Corporation, and (3) continued through such period of time to actively serve the Company on a full time basis in such capacity as the Board of Directors and President may reasonably instruct; otherwise, such Founder's Shares shall be deemed to have been forfeited, without any amount or further consideration being due you, and shall be deemed and designated as canceled on the books and records of the Corporation; and

- iii) Founders' Shares, as restricted Common Stock, are being issued to you personally and cannot be assigned sold, pledged, transferred or conveyed without the prior written consent of the Board of Directors before the passing of the Release Date.

Should such Founder's Shares be subject to forfeiture or cancelation, you agree to timely take, without further consideration, such action and execute and deliver such documentation, as the Corporation may require to cancel and to take back such Founder's Shares. Furthermore, in the event that the Corporation reasonably determines that you are not timely providing the cooperation and assistance that is required, or that you are unavailable, you hereby appoint the Corporation (and its designees) to act as attorney-in-fact for you so as to take such action, and execute and deliver such documents, as it believes to be required to cancel your Founder's Shares.

Your interest in, and contribution to, the Corporation is greatly appreciated, and we look forward to our business arrangement with you regarding this new venture.

Sincerely,  
HSH Holdings International, Inc.



H. Steve Harrell, II  
President / Chairman

Accepted & Agreed by You:

By: 

Name: Robert Wilson (North Sea Holdings, Inc.)

Date: May 6, 2015

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “*SECURITIES ACT*”), OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE SECURITIES PURCHASED HEREUNDER ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND RESALE UNDER A SHAREHOLDERS AGREEMENT AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SUCH SHAREHOLDERS AGREEMENT AND UNDER THE SECURITIES ACT AND OTHER APPLICABLE LAWS PURSUANT TO REGISTRATION OR EXEMPTION FROM REGISTRATION REQUIREMENTS THEREUNDER.

## SUBSCRIPTION AGREEMENT

This Subscription Agreement (this “*Agreement*”) is made as of May 4, 2015 among **HSH Holdings International, Inc.**, a Wyoming corporation (the “*Corporation*”), and the subscriber listed on the signature page hereto (the “*Subscriber*”).

### RECITALS

The Subscriber is willing to purchase, and the Corporation is willing to issue and sell to the Subscriber, the number of shares of common stock of the Corporation, no par value, set forth opposite the name of the Subscriber on the signature page hereto (such Subscriber’s “*Subscription Shares*”) in exchange for the consideration set forth on the signature page hereto (“*Consideration*”), all on the terms and subject to the conditions set forth herein and in the Shareholders Agreement (as hereinafter defined).

### AGREEMENT

In consideration of the foregoing, and the representations, warranties, covenants and conditions set forth below, the parties hereto, intending to be legally bound, hereby agree as follows:

1.1. Subscription and Issuance. On the terms and subject to the conditions set forth herein, the Corporation hereby agrees to issue and deliver to the Subscriber, and by its acceptance hereof the Subscriber agrees to accept from the Corporation for investment, the Subscription Shares for the Consideration described on the signature page hereto.

2. Closing.

2.1. Deliveries. Contemporaneously with the execution of this Agreement (a) the Subscriber shall deliver to the Corporation the Consideration and (b) the Corporation shall deliver to the Subscriber a certificate or certificates with appropriate legends, in accordance with the terms of the Shareholders Agreement, registered in the name of such Subscriber, representing the number of Subscription Shares (the “*Closing*”).

2.2. Shareholders Agreement. At the Closing, the Corporation and the Subscriber shall execute and deliver a counterpart signature page to the Shareholders Agreement in the form of Exhibit A among the Corporation and its Shareholders (“*Shareholders Agreement*”).

3. Representations and Warranties of the Subscriber. The Subscriber represents and warrants to the Corporation that:

3.1. Authorization; Power; Validity. The Subscriber has the full legal capacity, power and authority to execute and deliver this Agreement and to perform such Subscriber's obligations hereunder. This Agreement, along with the Shareholder Agreement, has been duly executed and delivered by the Subscriber and is the legal, valid and binding obligation of the Subscriber enforceable against such Subscriber in accordance with the terms hereof, subject to applicable bankruptcy, insolvency, reorganization, moratorium, arrangement, fraudulent transfer or other similar law affecting creditors' rights generally, and subject to principles of equity, including without limitation, concepts of materiality, reasonableness, good faith and fair dealing, election of remedies, estoppel and other similar doctrines affecting the enforceability of agreements generally, regardless of whether considered in a proceeding in equity or at law.

3.2. Purchase for Investment. The Subscriber is purchasing the Subscription Shares for Subscriber's own account and not with a view to, or for resale in connection with, the distribution thereof in violation of the Securities Act. None of the following information has ever been represented, guaranteed, or warranted to Subscriber expressly or by implication, by any broker, the Corporation, or agents or employees of the foregoing, or by any other person:

3.2.1 The appropriate or exact length of time required to hold the Subscription Shares;

3.2.2 The amount or percentage of profit and/or amount or type of consideration, dividend, distribution, profit, or loss to be realized, if any, as a result of an investment in the Subscription Shares; or

3.3. That the past performance or experience of the Corporation, or associates, agents, affiliates, or employees of the Corporation or any other person, will in any way indicate or predict economic results in connection with the acquisition of the Subscription Shares.

3.4. Private Placement.

3.4.1 The Subscriber has been advised that the Subscription Shares have not been registered under the Securities Act or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. The Subscriber is aware that the Corporation is under no obligation to effect any such registration with respect to the Subscription Shares (except solely to the extent, if any, provided in the Shareholders Agreement) or to file for or comply with any exemption from registration.

3.4.2 The Subscriber has such knowledge and experience in financial and business matters that such Subscriber is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment and is able to bear the economic risk of such investment for an indefinite period of time.

3.4.3 The Subscriber is an accredited investor as that term is defined in Regulation D under the Securities Act.

3.4.4 The Subscriber understands that: (i) the Subscription Shares are a speculative investment that involves a high degree of risk, (ii) the Subscription Shares are not readily transferable, (iii) it may not be possible to liquidate the Subscription Shares, (iv) the financial statements of the Corporation have merely been compiled and have not been audited, (v) no federal or state agency has made any finding or determination as to the fairness of the Subscription Shares as consideration for the investment made or for public investment nor made any recommendation or endorsement of the Subscription Shares, and (vi) the Corporation contemplates needing substantial amounts of additional capital to execute on its business plans that it intends to seek to raise through a combination of debt, private placements, and/or a public offering.

3.4.5 The Subscriber has had and continues to have an opportunity (i) to question, and to receive information from the Corporation concerning the Corporation and the Subscriber's investment in the Corporation and (ii) to obtain any and all additional information necessary to verify the accuracy of any information which the Subscriber deems relevant to make an informed investment decision as to the purchase of the Subscription Shares, provided in both cases that the Corporation possesses such information or can acquire it without unreasonable effort or expense.

#### 4. Representations and Warranties of the Corporation.

4.1. The Corporation represents and warrants to the Subscriber as of the date of the Closing that:

4.1.1 The Corporation and each of its subsidiaries (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) has all requisite power and authority to own (or lease) and operate its properties and to conduct its business in the manner, and (iii) has delivered to the Subscriber true and complete copies of its organizational documents as in effect on the date of this Agreement.

4.1.2 The Corporation has taken or obtained all corporate action required to authorize the execution and delivery of this Agreement and the Shareholders Agreement and the issuance of the Subscription Shares hereunder and the Corporation has all requisite power and authority and all governmental licenses, authorizations, consents and approvals required to (i) issue the Subscription Shares hereunder and (ii) perform its obligations under and carry out the transactions contemplated by this Agreement and the Shareholders Agreement.

4.1.3 The execution, delivery and performance by the Corporation of this Agreement and the Shareholders Agreement, and the consummation of the transactions contemplated hereby and thereby will not (i) require any consent or approval of, or filing with, any governmental body, agency or official or of any other third party, (ii) violate, conflict with or cause a breach or a default (whether after giving notice, lapse of time or both) under the Corporation's organizational documents or any material agreement to

which the Corporation or any of its subsidiaries is a party, (iii) violate any law, judgment, injunction, order, decree, statute, rule or regulation applicable to the Corporation, or (iv) result in or require the creation or imposition of any lien upon any of the properties or assets of the Corporation or any of its subsidiaries.

4.1.4 Each of this Agreement and the Shareholders Agreement has been duly executed and delivered by the Corporation and is a legal, valid and binding obligation of the Corporation, enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

4.1.5 The authorized capital stock of the Corporation consists of (i) an unlimited number of shares of common stock, no par value (the "*Common Stock*"), and (ii) 5,000,000 shares of preferred stock, no par value (the "*Preferred Stock*").

4.1.6 (i) The Common Stock to be purchased hereunder, when issued and upon payment of the purchase price therefor, will be duly authorized, validly issued, fully paid and non-assessable and, subject to the accuracy of the representations and warranties of the Subscribers set forth in Section 3 hereof, issued, free and clear of all liens (other than as created by the Subscriber, existing pursuant to the terms of the Shareholders Agreement or under applicable securities laws), in compliance with the Securities Act and any applicable state securities laws, (ii) the Common Stock has the rights and preferences set forth in the Articles, and (iii) the Articles has been duly filed with the Secretary of State of the State of Wyoming and is effective under Wyoming law and such Articles and the filing thereof with the Secretary of State of the State of Wyoming has been duly authorized by all necessary action on the part of the Corporation.

5. Indemnities. Each of the Subscriber and the Corporation agrees to indemnify and hold harmless the other from and against all losses, damages, liabilities and expenses (including, without limitation, reasonable attorneys fees and charges) resulting from any breach of any representation, warranty or agreement of such party in this Agreement or any misrepresentation by such party in this Agreement.

6. Miscellaneous.

6.1. Entire Agreement. This Agreement and the other agreements referred to herein set forth the entire understanding among the parties with respect to the subject matter hereof.

6.2. Amendment. This Agreement can be changed only by an instrument in writing signed by all parties hereto.

6.3. Assignment. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and representatives; provided, however, that the Subscriber may not assign any of its rights hereunder except in connection with a transfer of the Subscription Shares in compliance with the terms and conditions of the Shareholders Agreement and this Agreement.

6.4. Survival. All covenants, agreements, representations and warranties made herein shall survive the execution and delivery hereof and transfer of any Subscription Shares.

6.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

7. Governing Law; Waiver of Jury Trial.

7.1. Governing Law. This Agreement and all claims arising hereunder or in connection herewith shall be governed by and construed in accordance with the domestic substantive laws of the State of Wyoming, without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

7.2. WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HERETO HEREBY WAIVES, AND COVENANTS THAT HE OR IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT, OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, CAUSE OF ACTION, ACTION, SUIT OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT OR TORT OR OTHERWISE. ANY OF THE PARTIES HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 8.2 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF THE PARTIES HERETO TO THE WAIVER OF HIS OR ITS RIGHT TO TRIAL BY JURY.

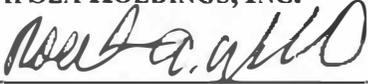
7.3. Reliance. Each of the parties hereto acknowledges that he or it has been informed by each other party that the provisions of this Section 7 constitute a material inducement upon which such party is relying and will rely in entering into this Agreement and the transactions contemplated hereby.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound by the terms hereof, have caused this Agreement to be executed, under seal, as of the date first above written.

SUBSCRIBER:

**NORTH SEA HOLDINGS, INC.-**

By: 

Name: ROBERT A. WILSON

Title: President

 Southampton, NY 

NUMBER OF SHARES OF  
COMMON STOCK:

**840,000**

CONSIDERATION:

MANAGEMENT AND CONSULTING ADVISORY SERVICES

ACCEPTED & APPROVED BY  
THE CORPORATION:

**HSH HOLDINGS INTERNATIONAL, INC.**

By: 

Name: H. Steve Harrell, II

Title: President

## **AGREEMENT**

This **SHAREHOLDERS' AGREEMENT** (this "*Agreement*") is dated as of May 4, 2015 by and among HSH HOLDINGS INTERNATIONAL, INC., a Wyoming corporation (the "*Corporation*"), and all other persons who are or may become shareholders of the Corporation from and after the date hereof (hereinafter referred to collectively as the "*Shareholders*" and individually as a "*Shareholder*").

Defined terms used in this Agreement are set forth on Annex A hereto.

## **WITNESSETH:**

**WHEREAS**, pursuant to the Amended and Restated Articles of Incorporation of the Corporation (the "*Articles*"), the Corporation is authorized to issue up to an aggregate of (i) unlimited shares of common stock, no par value per share, (the "*Common Stock*") and (ii) 5,000,000 shares of preferred stock, no par value per share (the "*Preferred Stock*"), and together with, the Common Stock and the Preferred Stock (the "*Capital Stock*"); and

**WHEREAS**, the Shareholders own the shares of Capital Stock as set forth on Schedule A hereto; and

**WHEREAS**, the Shareholders desire to make arrangements among themselves with respect to certain matters relating to the Corporation, including the management of the Corporation and the imposition of certain restrictions on and obligations with respect to the Disposition of the shares of Capital Stock of the Corporation now owned or hereafter acquired by the Shareholders and such other matters as are addressed herein, all upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Stock Ownership.** Each Shareholder severally represents and warrants that he, she or it is the record and beneficial owner of the shares of Capital Stock set forth opposite such Shareholder's name on Schedule A hereto. During the term of this Agreement, each Shareholder shall at all times vote, or cause to be voted, all shares of voting Capital Stock then owned or controlled by such Shareholder to effectuate the provisions of this Agreement.

2. **Restrictions on Disposition of Stock.**

(a) **Restrictions on Disposition.** Except for transfers in compliance with Sections 3 or 4, Shareholders may not, directly or indirectly, voluntarily or involuntarily, sell, transfer, negotiate, pledge, hypothecate, assign or in any other way dispose of (collectively, "*Dispose*" or a "*Disposition*") any shares of the Corporation's Capital Stock now owned or hereafter acquired by such Shareholder or any part thereof either during such Shareholder's corporate or other existence or lifetime, as the case may be, or upon its dissolution or liquidation or his or her death, as the case may be.

(b) Exceptions to Restrictions on Disposition. The restrictions set forth in Section 2(a) hereof shall not apply to any of the following Dispositions: (i) any repurchase or redemption by the Corporation from all Shareholders of any shares of Capital Stock of the Corporation, in accordance with and not in contravention of the terms of this Agreement; (ii) in the case of a Shareholder who is a natural person, to any Family Member or trust, custodianship, limited partnership or limited liability company primarily for the benefit of a Family Member or Family Members; (iii) in the case of a Shareholder that is not a natural person, to any parent, limited partner, subsidiary or Affiliate of such Shareholder; or (iv) any redemption by the Corporation pursuant to the terms of the Articles; provided, however, with respect to any of the foregoing, that any such transferee shall agree in writing to be bound by, and the shares so transferred shall remain subject to, the terms and conditions of this Agreement. In addition, Capital Stock may be pledged by a Shareholder to secure obligations of the Corporation, provided that the holder of the pledge acknowledges that the pledged Capital Stock is and will continue to be subject to all of the terms of this Agreement.

(c) No Disposition pursuant to this Agreement shall have any force or effect until the transferee of such Capital Stock of the Corporation executes and delivers such documents, certificates, instruments and other agreements as may reasonably be requested by counsel to the Corporation to assure compliance with this Agreement and applicable federal and state securities laws. Until such time, the Corporation shall not enter on its records the identity of any such transferee or otherwise recognize such transferee as a Shareholder of the Corporation.

(d) In the event of a Disposition of shares of Capital Stock of the Corporation that violates any provisions of this Agreement, such Disposition shall be null and void.

### 3. Rights of First Refusal.

(a) Except with respect to a Disposition permitted under Section 2(b) or a Mandatory Sale under Section 4 hereof, if a Shareholder receives a bona fide offer in writing from a third person or from another Shareholder (an “Offer”) to purchase all or a portion of such Shareholder’s shares of Capital Stock of the Corporation, the Shareholder receiving such Offer shall give the Board of Directors of the Corporation, written notice of the Offer, which notice shall set forth the terms of the Offer and the identity and business address of the offeror and, if the Offer was made in writing, be accompanied by a copy of the Offer.

(b) In the event that a Shareholder (the “Offering Shareholder”) desires to sell all or a portion of his or its shares of Capital Stock of the Corporation pursuant to an Offer, the Offering Shareholder shall promptly give the Corporation written notice (the “Offer Notice”), which Offer Notice shall set forth the terms of the Offer and the identity and business address of the offeror (the “Offeror”) and be accompanied by a copy of the Offer, and thereafter the Corporation shall have the option (the “Corporation Option”) to purchase all of the shares that are subject to the Offer (the “Offered Shares”) at the same purchase price and on the same terms and conditions as set forth in the Offer and otherwise in accordance herewith.

(c) If the Corporation elects not to exercise the Corporation Option to purchase the Offered Shares pursuant to the Offer within the thirty (30) days following receipt by

the Corporation of the Offer Notice (the “*Corporation Option Period*”), the Offering Shareholder shall immediately provide the other Shareholders (the “*Offeree Shareholders*”), with written notice thereof within the ten (10) days immediately following a determination by the Corporation not to exercise the Corporation Option, and the Offeree Shareholders shall thereafter have the option (the “*Shareholder Option*”) to purchase all or a portion of the Offered Shares at the same purchase price and on the same terms and conditions as set forth in the Offer, *pro rata* according to the relative number of shares of Common Stock, on a Fully Diluted Basis, held by each of the Offeree Shareholders. The Shareholder Option shall be exercisable by written notice from the Offeree Shareholders to the Offering Shareholder within the thirty (30) days (the “*Shareholder Option Period*”) immediately following receipt by the Offeree Shareholders of the notice that the Corporation did not exercise the Corporation Option.

(d) If options to purchase the Offered Shares are not exercised pursuant to Sections 3(b) or (c) hereof for all of the Offered Shares, then any such purchase or option to purchase shall be null and void, and the Offering Shareholder shall be entitled to sell all, but not less than all, of the Offered Shares to the Offeror, but only on terms no less favorable than those contained in the Offer not more than sixty (60) days after the expiration of the last option period contemplated by Sections 4(b) or (c). If the Offering Shareholder does not sell the Offered Shares in strict compliance with this subsection (d), any other Disposition of shares by such Offering Shareholder must be made pursuant to a new bona fide offer and subject to the provisions of this Section 3.

(e) The closing of any purchase and sale contemplated by Section 3(b) or (c) hereof shall take place at the principal offices of the Corporation on the tenth (10<sup>th</sup>) day after the Corporation or the Offeree Shareholders, as the case may be, have agreed to purchase all of the Offered Shares pursuant to the provisions of this Section 3, or such other time and at such other place as agreed upon by the parties. If any of the aforesaid closing dates fall on a Saturday, Sunday or legal holiday, then such closing shall be held on the next succeeding business day. At the closing, the Offering Shareholder shall execute and deliver in exchange for the purchase price due hereunder such documentation for the shares of Capital Stock of the Corporation being sold as the Corporation may require to memorialize the transfer and with all applicable documentary and/or transfer stamps affixed.

#### 4. **Drag Along Obligations.**

(a) If the Majority Shareholders (“*Sellers*”) agree to Dispose, by merger, sale or otherwise, all of their shares of Capital Stock of the Corporation, then, provided such proposed sale is pursuant to a bona fide, arms-length agreement with a third party that is not an Affiliate of the Sellers, the other Shareholders shall (i) sell or exchange all of their Capital Stock pursuant to such proposed transaction (“*Mandatory Sale*”), (ii) vote (to the extent such Shareholder is otherwise entitled to vote) for any such transaction proposed by Sellers, and (iii) agree to become a party to any proposed agreement for the sale of such Capital Stock and to execute any agreement, certificate or other documents required to be executed in connection with such sale, including severally making such representations and warranties as, but not more extensive than, those made by Sellers; provided that no other Shareholder shall be required to indemnify the acquiror of the securities of the Corporation sold in an amount in excess of the proceeds received by such other Shareholder from such sale net of all costs, expenses and taxes

attributable to such sale and indemnification shall be pro rata based on the number of shares of Capital Stock held by such other Shareholders. The sale by the other Shareholders pursuant to this Section 4 shall be on the same terms and conditions as the sale by the Sellers (including the payment of the same consideration per share for each share of the same class of Capital Stock sold and all shares shall be valued as though the Corporation were liquidated pursuant to the Articles of Incorporation). Each Shareholder further covenants and agrees that he, she or it shall take all such actions as are necessary to comply with such requirements, consent to and raise no objections against the Mandatory Sale, waive any dissenter's rights and other similar rights, and pay such Shareholder's pro rata share (based upon the relative amounts of proceeds received in the Mandatory Sale) of the reasonable costs of the Mandatory Sale, to the extent such costs are incurred for the benefit of all Shareholders and are not otherwise paid by the Corporation or the acquiring party. For the purposes of this Section 4(a), a Mandatory Sale shall include a merger, consolidation or similar combination, exchange, sale or assets followed by a liquidation or any disposition for cash, marketable securities, or debt obligations, or a combination thereof, provided, that a Mandatory Sale shall not include a public offering of securities to be registered under the Securities Act. If such other Shareholders fail to comply with the provisions of this Section 4, Sellers shall be entitled to treat such failure as breach of this Agreement for which Sellers shall be entitled to specific performance and/or damages.

(b) To exercise the right specified herein, the Sellers shall deliver written notice (a "*Drag-Along Notice*") of the intent of the Majority Shareholders to exercise this right to each Shareholder at least sixty (60) days prior to the Sale.

(c) No Drag-Along Notice may be given unless, not less than fifteen (15) days prior to the date such Notice is given, the Shareholders have been furnished with a document (a "*Sale Notice*") describing in reasonable detail the price, terms and conditions of the Sale including, to the extent then known, the price, terms and conditions upon which any Shareholder may be required to sell its Capital Stock pursuant to the Sale.

(d) The provisions of Section 4 supercede the application of the provisions of Sections 2 and 3.

5. **Registration under the Securities Act.**

(a) In the event of an Initial Public Offering of the Company's shares on a US stock exchange (including NASDAQ), the Shareholders shall be entitled to registration rights on terms to be agreed which shall include:

(i) Demand registration rights each year commencing six months after the Company's initial public offering;

(ii) Unlimited piggy back registrations on all registrations by the Company for its own account; and

(iii) All expenses of a registration will be payable by the Company including the legal costs of one professional firm appointed to act on behalf of the Shareholders.

(b) If the Corporation enters into any registration rights agreement or similar agreement granting “piggyback” and/or S-3 registration rights with respect to shares of Capital Stock, the Corporation shall make the Shareholders a party to such agreement with the right to fully participate in the piggyback and/or S-3 registration rights granted thereunder on the same terms as all other recipients of such rights. In addition, in the event (but without any obligation to do so) the Corporation proposes to register any of the shares of its Common Stock in connection with the public offering of such shares of its Common Stock (other than a registration in conjunction with an Initial Public Offering of the Corporation’s shares of Common Stock), the Corporation shall, at such time, promptly give the Shareholders written notice of such registration. Upon the written request of any Shareholder given within 10 days after mailing of such notice by the Corporation in accordance with this provision, the Corporation shall, subject to customary and usual terms, use reasonable commercial efforts to cause to be registered under the Securities Act all of the shares of the Corporation’s Common Stock which such Shareholder requests to be registered. The Corporation shall have the right to terminate or withdraw any registration initiated by it under this provision prior to the effectiveness of such registration regardless of whether any Shareholder has elected to include securities in such registration.

6. **Legend on Documents & Certificates.** A statement substantively identical to the following shall be inscribed on all documentation (including certificates, if any) presenting or representing shares of Capital Stock of the Corporation now owned or hereafter acquired by the Shareholders during the term of this Agreement:

“THE SALE, TRANSFER, HYPOTHECATION, NEGOTIATION, PLEDGE, ASSIGNMENT, ENCUMBRANCE OR OTHER DISPOSITION OF THIS SHARE CERTIFICATE AND THE SHARES OF STOCK REPRESENTED HEREBY ARE RESTRICTED BY AND ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND PROVISIONS OF A CERTAIN SHAREHOLDERS’ AGREEMENT DATED AS OF MAY 4, 2015 AMONG THE SHAREHOLDERS OF THE CORPORATION, WHICH AGREEMENT IS ON FILE AT THE PRINCIPAL OFFICE OF THE CORPORATION.”

7. **Termination.** This Agreement shall terminate:

(a) with respect to each Shareholder, at such time as such Shareholder transfers all shares of Capital Stock of the Corporation owned by such Shareholder in accordance with the terms of this Agreement;

(b) upon the dissolution of the Corporation;

(c) upon the mutual written agreement of the parties hereto; and

(d) except for Section 5 hereof, upon the completion of an Initial Public Offering.

8. **Closings.**

(a) Any closings hereunder shall be held at the principal office of the Corporation. At the closing, those Shareholders selling Capital Stock, or their legal representatives, shall deliver such documentation as the Corporation may require with regard to the Capital Stock to be transferred with such being duly endorsed or accompanied by duly executed stock powers and shall transfer such Capital Stock to the purchasers thereof, free and clear of all liens, claims, charges or encumbrances, against payment for such Capital Stock. Unless otherwise specified herein, payment for the Capital Stock shall be made in cash or by certified or official bank check delivered at closing.

(b) In the event a selling Shareholder, or legal representative, fails to appear at the closing or fails to deliver duly endorsed, Corporation approved documentation or stock powers representing the Capital Stock to be purchased at the closing when requested to do so, the Corporation or the purchasing Shareholder (“Buyer”) may, within sixty (60) days of the date of such closing, deposit the purchase price thereof to the credit or account of the selling Shareholder (the “Seller”) (any deferred balance of purchase price to be represented by notes) with any clearing house bank (“Bank”) in Atlanta, Georgia, at the expense and risk of the Seller, whereupon the Corporation shall have the book entries deleted so the applicable shares of the Seller are canceled, and treat the Capital Stock represented thereby or interest therein as having been transferred to the Buyer. Such funds and notes shall be released by such Bank only by payment by Seller of all fees of such Bank in connection with the holding of such purchase price and surrender of such documents, or proof of destruction or loss thereof satisfactory to such Bank, together with any indemnifications and bonds such Bank might require.

9. **Effect of Other Laws and Agreements.** The rights and obligations of the parties under this Agreement shall be subject to any restrictions on the purchase of Capital Stock which may be imposed by any agreement now or hereafter entered into between the Corporation and any financial institution with respect to loans or other financial accommodations made to the Corporation. In the event that any payment to be made by the Corporation is prohibited by Wyoming law, then such payment shall be immediately made to the extent permitted by law and the balance of such payment shall be made by the Corporation at the next earliest time, and to the extent possible, when compliance with Wyoming law may be affected, and the Corporation agrees that it will execute all such documents and take all such other steps as may be necessary to expedite and effectuate to the extent possible, such compliance.

10. **Miscellaneous.**

(a) **Entire Agreement; Amendment Waiver and Modification.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended, waived or terminated except by a written instrument duly executed by the Majority Shareholders. Notwithstanding the foregoing, this Agreement shall not be amended without the consent of each holder of shares adversely affected if such amendment would adversely alter the interests of such holders in any material respect.

(b) **Waiver of Compliance.** Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, covenant, agreement or condition

herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure, breach or default.

(c) Severability. If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other severable provision of this Agreement, and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein.

(d) Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the Corporation, its successors and assigns, and the Shareholders and their respective heirs, personal representatives, successors and permitted assigns; provided, however, that nothing contained herein shall be construed as granting any Shareholder the right to transfer his or its shares of Capital Stock, except as expressly provided in this Agreement, and no party shall be deemed a Shareholder hereunder after he, she or it ceases to own any Capital Stock. Except in connection with transfers by a Shareholder of his or its shares of Capital Stock specifically permitted under this Agreement, no Shareholder shall be permitted to assign this Agreement or any of such Shareholder's rights or obligations thereunder to any other party.

(e) Headings. The section headings contained herein are for the purposes of convenience only and are not intended to define or limit the content of said sections.

(f) Injunctive Relief. The Capital Stock cannot be readily purchased or sold in the open market and, for that reason, among others, the parties will be irreparably damaged if this Agreement is not specifically enforced. Should any dispute arise concerning the sale or Disposition of any Capital Stock hereunder or the non-compliance by a Shareholder with the terms of Section 2 hereof, an injunction may be issued restraining any sale or Disposition of Common Stock or alleged non-compliance with the terms of Section 2 hereof pending the determination of such controversy. Any right or obligation to purchase or sell any of the Capital Stock, to vote any of the Common Stock or to assure compliance with the terms of Section 2 hereof shall be enforceable in a court of equity by a decree of specific performance. Such remedy shall be cumulative and in addition to any other remedy that the parties may have.

(g) Further Assurances. Each party hereto shall cooperate and shall take such further action and shall execute and deliver such further documents as may be reasonably requested by any other party in order to carry out the provisions and purposes of this Agreement.

(h) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wyoming, without giving effect to the conflicts of law principles thereof.

(i) Notices. Any notice, request or other communication hereunder, unless this Agreement specifically provides otherwise, shall be in writing and shall be deemed to be duly given when delivered personally, by registered or certified mail, postage prepaid, or by a

nationally recognized overnight courier service to the Shareholders at their respective addresses as set forth opposite such Shareholder's name on the signature page for the Shareholder hereto, or at such other address as any Shareholder may by notice advise the other parties hereto, and with respect to notices sent to the Corporation at address of the registered office of the Corporation in the State of Wyoming is 1712 Pioneer Ave Ste. 115, Cheyenne, Wyoming 82001. The name of its registered agent at such address is Capital Administrations, LLC and to the attention of the President of the Coporation at the address of Twelve Piedmont Center, Suite 420, Atlanta, GA 30305.

(j) Recapitalizations, Exchanges, Etc. Affecting the Securities. This Agreement shall apply, to the full extent set forth herein with respect to all shares of Capital Stock and all other equity and debt securities of the Corporation or any successor or assign of the Corporation (whether by merger, consolidation, sale of assets or otherwise) which may be issued at any time in respect of, in exchange for, or in substitution of, such equity or debt securities (and shall be appropriately adjusted for any stock dividends, splits, reverse splits, combinations, reclassifications, recapitalizations, reorganizations and the like occurring after the date hereof), owned by the Shareholders (or their permitted transferees as provided in this Agreement). Each person, natural or legal, to whom any shares of Capital Stock is to be issued or transferred in accordance with and subject to the provisions of this Agreement shall be required to execute a copy of this Agreement and acknowledge in writing that he, she or it is bound by the terms of this Agreement prior to delivery to such transferee of any such shares and prior to such transferee being deemed a Shareholder of the Corporation.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the undersigned individuals have executed this Agreement and the undersigned entities have caused this Agreement to be executed by their duly authorized officers as of the date first set forth above.

THE CORPORATION:

**SHH HOLDINGS INTERNATIONAL, INC.**

By:   
Name: H. Steve Harrell, II  
Title: Chairman of the Board & President

SHAREHOLDER:

**NORTH SEA HOLDINGS, INC.**

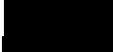
By: 

Name: Robert Wilson

Title: President

Address:   
South Hampton NY 1 

Phone: 

Email: optonline.net

Tax ID#: 

SCHEDULE A

Capitalization Table

Shareholder	Common Stock	Restricted Common Stock	Series A Preferred Stock	Warrants	Shares of Common Stock Outstanding on a Fully-Diluted Basis	Fully-Diluted Common Stock Ownership Percentage
Four Annie, LLC		5,500,000			5,500,000	15.449%
Jon Guven		2,500,000			2,500,000	7.022%
Ron Swatty		350,000			350,000	0.983%
Harrell Investments, LLLP		1,050,000			1,050,000	2.949%
Juyhe Harrell		600,000			600,000	1.685%
H. Steve Harrell, II		2,520,000			2,520,000	7.079%
Thomas Boynton		2,520,000			2,520,000	7.079%
Julius Erving		302,400			302,400	0.849%
GlobalMax, LLC		100,000			100,000	0.281%
Robert Bird		50,000			50,000	0.140%
Harold Ford, Sr.		50,000			50,000	0.140%
Arthur Williams		12,500			12,500	0.035%
James Williams		50,000			50,000	0.140%
North Sea Holdings, Inc.		840,000			840,000	2.36%
BOC, Inc.		18,155,100			18,155,100	50.997%
Kevin Case		500,000			500,000	1.404%
Hal Thannisch		500,000			500,000	1.404%

Capitalization Table

## ANNEX A

### Definitions

As used in this Agreement, and in addition to such terms as are otherwise defined throughout the Agreement, the following terms shall have the respective meanings set forth as follows:

“Affiliate” shall mean with respect to any Person, a Person who controls, is controlled by or is under common control with such other Person.

“Family Member” or “Family Members” means the Shareholder’s spouse, children, sisters or brothers, individually and collectively.

“Fully Diluted Basis” means the number of shares of Common Stock assuming the conversion of all convertible Preferred Stock and exercise in full of all warrants and options to acquire Common Stock.

“Initial Public Offering” means an initial public offering of shares of Common Stock of the Corporation of not less than \$50,000,000 and which is carried out pursuant to a registration statement under the Securities Act.

“Majority Shareholders” means the holders of greater than fifty percent (50%) of the outstanding shares of Common Stock on a Fully Diluted Basis.

“Person” means any individual, corporation, joint stock company, joint venture, partnership, unincorporated association, governmental regulatory entity, country, state or political subdivision thereof, trust or other entity.

“Securities Act” means the Securities Act of 1933, as amended.

15

# MEYER SUOZZI

James D. Garbus

Meyer, Suozzi, English & Klein, P.C.  
990 Stewart Avenue, Suite 300  
P.O. Box 9194  
Garden City, New York 11530-9194  
Direct Dial: 516-592-5797 Office: 516-741-6565  
Fax: 516-741-6706  
jgarbus@msek.com  
www.msek.com

July 22, 2015

## VIA EMAIL

RJ Advisor, LLC  
19 Mary's Lane  
Southampton, New York 11968

Attention: Robert A. Wilson  
Managing Member

Re: Letter dated July 16, 2015 from RJ Advisor, LLC to The Pear Tree Group, Inc.  
(the "Letter")

Dear Mr. Wilson:

We are counsel to The Pear Tree Group, Inc. ("Pear Tree").

We have been forwarded a copy of the Letter.

RJ Advisor, LLC ("you") was retained as financial advisor and consultant to Pear Tree pursuant to that certain letter agreement, dated May 15, 2015 (the "Consulting Agreement"), between you and Pear Tree. Pursuant to the Consulting Agreement you were retained by Pear Tree to seek to obtain financing on behalf of Pear Tree. In connection therewith you reviewed Pear Tree's financial condition by, among other things, a review of Pear Tree's books and records.

In connection with your review and at your recommendation, Pear Tree retained the services of the accounting firm of ThayerO'Neal, LLC to perform an audit of Pear Tree's balance sheets as of June 30, 2015 and as of December 31 in each of the years 2013 and 2014 and related statement of operations, stockholders' deficit and cash flows for the periods ended June 30, 2015 and the years then ended.

In connection with such audit, Pear Tree has taken affirmative actions to actively investigate its own operations and past financial statements and always and clearly has indicated that it intends to correct any untrue statements or omissions of a material fact identified in such process.

Mr. Robert A. Wilson  
July 22, 2015  
Page 2

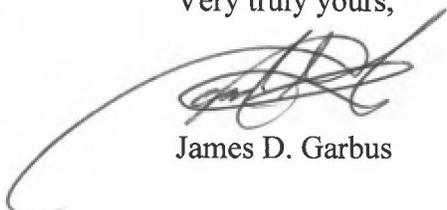
The implication that you have a “confect (sic) with [y]our legal obligation” in connection with such audit process and investigation is baseless.

Furthermore, pursuant to Section 9 of the Consulting Agreement you are prohibited at any time from, directly or indirectly, using or disclosing any proprietary information not in the public domain of Pear Tree. Accordingly, you assert incorrectly that you have a legal obligation to disclose any “findings” or information that you have obtained in connection with the performance of your services to Pear Tree including that obtained during the audit process set forth above.

Please confirm in writing that you are retracting your allegations and will not disclose any information that you have threatened to reveal.

Finally, we confirm that the July 16 “withdrawal” in the Letter has terminated the Consulting Agreement and was effectuated on less than the requisite notice. Accordingly, it is Pear Tree’s positon that no further monies are owed to you thereunder.

Very truly yours,



James D. Garbus

JDG:lnc



**RJ ADVISOR LLC**  
INVESTING FOR A LIFE TIME NOT THE DAY TIME

July 23, 2015

Securities and Exchange Commission  
New York Regional Office  
200 Vesey Street, Suite 400  
New York, New York 10281-1022

To Whom It May Concern

This letter is to inform you about a Southampton, New York based company who raised investment capital through a Regulation D Section 504 offering that has been providing it's investors with false financial statements.

I am a register investment advisor who does consulting work as part of my practices. I advise private and public companies on capital formation and make introduction to broker-dealers to raise the needed capital. During an engagement with The Pear Tree Group, Inc (the "Company") owner of the Golden Pear in Southampton, East Hampton, Bridgehampton and Sag Harbor. I learned that the Company had been, hiding the fact that it had a negative net worth by not booking dividends owed on cumulative preferred stock, not amortizing good will, not booking interest due on officer loans, and not properly booking lease hold obligation.

I informed the President of the Company, Keith Davis, he had issued false financial statements and violate securities regulation by doing so. I told him the shareholders must be notified before he had an arbitration discussion with an investor who had sued the Company. The date of the arbitration was July 9, 2015. When the investors were not notified I resigned and informed the Company that I was going to report the problem to the Commission. Event though the Company has 483 shareholders and used an exemption from registration to raise capital the Companies attorney claim that there was no obligation to do so because it was a private company. I resigned as of July 15, 2015 and have enclosed the letter I sent the Company. On July 22, 2015, I receive a letter from the Company's attorney threatening me if I did not withdraw my claim and if I reported the problems to the Commission. I have enclosed a copy of the letter for your review. If the Commission decided to move forward with an action I will provided you with documentation to support my claims, although the attorney admits the problem in his letter.

Sincerely

Robert Wilson  
Managing Member

19 Mary's Lane | Southampton, NY 11968 | 631-871-4945  
Raw1292@optonline.net  
www.rjadvisor.com

7015 0640 0007 2940 1075

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

NEW YORK NY 10281

OFFICIAL USE

Certified Mail Fee	\$3.45
Additional Services & Fees (check box, add fee, or indicate private)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ 3.00
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	N/A
<input type="checkbox"/> Adult Signature Restricted Delivery	N/A
Postage	\$0.49
<b>Total Postage and Fees</b>	<b>\$6.74</b>

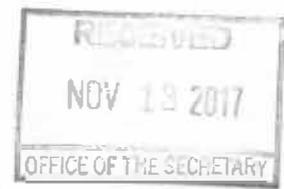


Sent To  
 Secretary of Education  
 Street and Apt. No., or PO Box No.  
 200 Vesey Street, Suite 400  
 City, State, ZIP+4  
 New York, NY 10281-1022

PS Form 3800, April 2015 PSN 7530-01-000-1047 See Reverse for Instructions

05 P  
ACT

Robert Wilson  
[REDACTED]  
Calverton, NY [REDACTED]  
[REDACTED]  
[REDACTED]@optonline.net



BY EMAIL AND OVERNIGHT DELIVERY  
Brent J. Fields, Secretary  
Office of the Secretary  
U.S. Securities and Exchange Commission  
100 F Street, N.E., Mail Stop 3628  
Washington, DC 20549

Re: Documented Responses that shows the Commission brought a Fales case against Robert Wilson (A.P. File No. 3-18099)

Please find attached for filing the Responses of Robert Wilson to false allegation of the SEC. With any respect that is due which is very questionable currently. You or someone with more authority over the servants of the People should read the documents to see that this is a witch hunt against me and that the servants under your command are flat out liars who are not fit to be paid by the people to do a job they are not qualified. There retaliation due to my compliant against Michael Obama is discussing and the fact that they did nothing about the fraud she and her chief were trying to execute is event more discussing. It all document please earn your pay check and read the documents as I have cc Sean Hannity.

Yours Truly  
*Robert Wilson*  
Robert Wilson  
Part of the 1% who gave the 99% all they have  
USAF Medically Retired

P.S. Please copy James Grimes as he believes in violating the 1<sup>st</sup> Amendment.