

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OHIO – EASTERN DIVISION

U.S. COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff,

v.

COMPLETE DEVELOPMENTS LLC,
INVESTMENT INTERNATIONAL INC.,
GLOBAL STRATEGIC MARKETING INC.,
KEVIN HARRIS, KEELAN HARRIS, KAREN
STARR and PATRICK COLE,

Defendants,

and

MAJESTIC ENTERPRISES COLLISION
REPAIR, INC., RAK PALACE RENT-A-CAR
and UCAN OVERSEAS CORPORATION S.A.,

Relief Defendants.

Civil Action No. _____

**COMPLAINT FOR
PERMANENT INJUNCTION,
CIVIL MONETARY
PENALTIES, AND OTHER
EQUITABLE RELIEF**

Plaintiff, U. S. Commodity Futures Trading Commission (the “Commission” or

“CFTC”), alleges as follows:

I. SUMMARY

1. Beginning in or about November 2006 and continuing until in or about October 2008, Defendants Complete Developments LLC (“CDL”) and Investment International Inc. (“I3”), solicited and accepted millions of dollars from hundreds of members of the general public for the purported purpose of trading off-exchange foreign currency contracts (“forex”) in “professionally managed accounts.”

2. Of the millions of dollars that were invested with CDL and I3, about \$8.1 million was received between June 18, 2008 and in or about October 2008 (the “Relevant Period”). Rather than open managed accounts, Defendants pooled customer funds.

3. The only forex trading that occurred was in the personal accounts of Kevin Harris and Karen Starr (“Starr”), into which customer funds had been transferred, and which incurred large trading losses. Between October 2006 and August 2007, less than \$1 million, which included CDL and I3 customer funds, was deposited into Kevin Harris and Starr’s joint personal trading account of which over \$900,000 was lost trading forex. No forex trading occurred after August 2007.

4. CDL and I3 offered their customers the opportunity to invest for periods of three, six or twelve months and told customers their funds would be used to trade forex, that they would receive interest ranging from 5% to 12% per month on their investments and that at the end of their investment period at least 80% of the principal amount they invested would be returned to them.

5. In soliciting customers, Defendants CDL, I3, CDL’s President and CEO Kevin Harris, I3 Director Starr, and Global Strategic Marketing Inc. (“GSM”) (the exclusive marketing agent for CDL), made or caused to be made numerous fraudulent misrepresentations and omissions, including that customers would receive guaranteed monthly interest, that interest

payments were based on profitable forex trading when in fact they were paid from the customer's own funds or from the funds of other customers, that at least 80% of the funds invested would be returned to customers, that customer funds would be segregated from CDL and I3's corporate funds, and concealed that Defendants Kevin Harris, I3's President and CEO Keelan Harris and Starr had been previously convicted of multiple offenses, including fraud.

6. Rather than trading forex on their customers' behalf, CDL and I3 operated as a "Ponzi" scheme by paying customers from the customer's own funds or from the funds of other customers.

7. Some of the funds invested with CDL and I3 were returned to customers as purported interest or repayment of principal. The remaining approximately \$7 million invested with CDL and I3 was misappropriated for the personal use of Defendants Kevin Harris, Keelan Harris and Starr – who were officers, managers, employees, or agents of CDL and I3 – or was siphoned off to the Relief Defendants, which are unrelated companies that they operated.

8. CDL and I3 stopped paying customers in or about July 2008, and in October 2008 they notified customers that the majority of the funds invested had been "lost."

9. By virtue of this conduct and the further conduct described herein, Defendants have engaged, are engaging, or are about to engage in acts and practices in violation of the Commodity Exchange Act (the "Act"), 7 U.S.C. §§ 1 *et seq.* (2006), as amended by the Food, Conservation, and Energy Act of 2008, Pub. L. No. 110-246, Title XIII (the CFTC Reauthorization Act of 2008 ("CRA")), §§ 13101-13204, 122 Stat. 1651 (enacted June 18, 2008).

10. Defendant Patrick Cole ("Cole") is GSM's President and is liable for GSM's violations of the Act, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2006).

11. Relief Defendants Majestic Enterprises Collision Repair, Inc. (“Majestic Enterprises”), RAK Palace Rent-A-Car (“RAK”) and UCAN Overseas Corporation S.A. (“UCAN”) received customer funds to which they have no legitimate interest or entitlement and which were derived from the Defendants’ fraudulent acts. Majestic Enterprises, RAK and UCAN, therefore, must return and repay these funds.

12. Accordingly, pursuant to Sections 6c and 2(c)(2)(B) and (C) of the Act, 7 U.S.C. §§ 13a-1 and 2(c)(2)(B) and (C) (2006), as amended by the CRA, the Commission brings this action to enjoin Defendants’ unlawful acts and practices, to compel their compliance with the Act, and to further enjoin Defendants from engaging in certain commodity or forex-related activity. In addition, the Commission seeks civil monetary penalties and remedial ancillary relief, including, but not limited to, trading and registration bans, restitution, disgorgement, pre- and post-judgment interest, and such other relief as the Court may deem necessary and appropriate.

13. Unless restrained and enjoined by this Court, Defendants are likely to continue to engage in the acts and practices alleged in this Complaint and in similar acts and practices, as more fully described below.

II. JURISDICTION AND VENUE

14. Section 6c(a) of the Act, 7 U.S.C. § 13a-1 (2006), authorizes the Commission to seek injunctive relief against any person whenever it shall appear to the Commission that such person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of the Act or any rule, regulation, or order thereunder.

15. The Commission has jurisdiction over the conduct and transactions at issue in this action pursuant to Section 6c(a) of the Act, 7 U.S.C. § 13a-1, and Section 2(c)(2)(C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 2(c)(2)(C).

16. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2006), in that the Defendants are found in, inhabit, or transact business in this District, and acts and practices in violation of the Act, as amended by the CRA, have occurred, are occurring, or are about to occur within this District.

III. THE PARTIES

17. Plaintiff U.S. Commodity Futures Trading Commission is an independent federal regulatory agency that is charged by Congress with responsibility for administering and enforcing the provisions of the Act, as amended by the CRA, and the Regulations promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* The Commission maintains its principal office at Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

18. Defendant Complete Developments LLC is a North Carolina limited liability company that was incorporated in July 2006 by Kevin Harris and another individual. In October 2006, CDL was also incorporated in Delaware as a limited liability company. At all relevant times, CDL's principal place of business was in Warren, Ohio and it had an office in Toronto, Ontario, Canada, and claimed to be engaged in the business of soliciting and accepting funds from individuals to trade forex on their behalf. CDL has never been registered with the Commission in any capacity.

19. Defendant Investment International Inc. a/k/a/ I3 Incorporated is an Ohio corporation incorporated in November 2007 by Keelan Harris and Starr. At all relevant times, I3 and CDL shared a common business address in Warren, Ohio and Toronto, Ontario, Canada, and

I3 claimed to be engaged in the business of soliciting and accepting funds from individuals to trade forex on their behalf. I3 has never been registered with the Commission in any capacity.

20. Defendant Global Strategic Marketing Inc. is an Ontario corporation incorporated by Cole in February 2007. Its principal place of business is in Mississauga, Ontario, Canada. At all relevant times, GSM was the exclusive marketing agent for CDL and solicited individuals to open managed forex accounts at CDL. GSM has never been registered with the Commission in any capacity.

21. On or about March 30, 2007, GSM entered into an agreement (attached as Exhibit 1) with CDL whereby GSM was appointed the exclusive agent to market CDL's managed forex account services for five years. The agreement was signed by Cole as President of GSM and by Kevin Harris as President and CEO of CDL. Under this agreement, GSM received a 3% commission on all funds invested by CDL customers, and an additional 5% commission on funds invested by customers who were referred by GSM. GSM was also guaranteed 15% interest per month on any funds it invested with CDL in a six month program, a rate far higher than was offered to other customers.

22. Defendant Kevin Harris is an individual who resides in Warren, Ohio. He is the President and CEO of CDL, a signatory on bank accounts of CDL and I3 and participated in soliciting and accepting funds from individuals to trade funds in managed accounts that were instead pooled for the purpose of trading forex on their behalf. He had no training or experience in forex trading. Kevin Harris has never been registered with the Commission in any capacity.

23. Kevin Harris has been convicted of various criminal offenses including receiving property under false pretenses in North Carolina in 2007 and complicity to commit arson in Ohio

in 1996. He filed for bankruptcy in 2003, and there were multiple state and federal tax liens entered against him. None of this information was ever disclosed to customers of CDL and I3.

24. Defendant Karen Starr is a Canadian citizen whose last known residential address was in Barrie, Ontario, Canada. Upon information and belief, Starr currently resides in the United Arab Emirates. Starr is a Director of I3, and she participated in soliciting and accepting funds from individuals to trade forex in managed accounts that were instead pooled for the purpose of trading forex on their behalf. Starr has never been registered with the Commission in any capacity.

25. Starr was convicted of fraud in Canada in 1997. Her fraud conviction was never disclosed to customers of CDL and I3.

26. Defendant Keelan Harris, the brother of Kevin Harris, is an individual whose last known address was in Warren, Ohio. Upon information and belief, Keelan Harris currently resides in Columbia, South America. Keelan Harris is the President and CEO of I3, a signatory on bank accounts of CDL and I3, and he registered a website operated by CDL. Keelan Harris has never been registered with the Commission in any capacity.

27. Keelan Harris has been convicted of various criminal offenses including conspiracy to commit credit card fraud in this Court in 1998, identity theft in this Court in 2004, and breaking and entering and grand theft in Ohio also in 2004, none of which was ever disclosed to customers of CDL and I3.

28. Defendant Patrick Cole is a Canadian citizen who resides in Mississauga, Ontario, Canada. Cole is the President of GSM and in that capacity he solicited individuals to trade forex through CDL. Cole has never been registered with the Commission in any capacity.

29. Relief Defendant Majestic Enterprises Collision Repair, Inc. is an Ohio corporation incorporated in March 1998 by Kevin Harris. Its principal place of business is in Warren, Ohio. At all relevant times, Majestic Enterprises provided auto body repair services.

30. Relief Defendant RAK Palace Rent-A-Car is, upon information and belief, a company incorporated in the United Arab Emirates with its principal place of business in Ras al-Khaimah, one of the United Arab Emirates. Upon information and belief, Kevin Harris, Keelan Harris and Starr own or operate RAK.

31. Relief Defendant UCAN Overseas Corporation S.A. is a Panamanian company incorporated in January 2008. UCAN operated from CDL and I3's Warren, Ohio office and also had an office in Zhangjiagang, China. UCAN marketed construction materials such as drywall for use in residential and commercial construction. Upon information and belief, UCAN is owned and operated by Keelan Harris, Kevin Harris and Starr.

IV. FACTS

Background

32. CDL began soliciting customers in or about November 2006 for the purported purpose of trading off-exchange forex.

33. I3 was incorporated in November 2007 and began soliciting customers at or about that time, also for the purported purpose of trading off-exchange forex.

34. From in or about November 2007, both CDL and I3 solicited customers and accepted investment funds until in or about October 2008.

35. CDL and I3 offered investments in what they characterized as "professionally managed" accounts to trade off-exchange foreign currency contracts. The accounts ranged in

duration from three to twelve months, and customers were told they would receive guaranteed monthly interest of from 5% to 12% (annualized returns of 60% to 144%).

36. CDL and I3 customers were required to invest in increments of \$1,000 and in certain minimum amounts, depending on the duration of their account. Generally, CDL and I3 required a minimum investment of \$10,000 for a three month account, \$20,000 for a six month account, and \$50,000 for a twelve month account. Existing customers received a commission of 2% of the original amount invested by those they referred.

37. CDL and I3 provided prospective customers and existing customers when they re-invested, with various documents describing their managed forex investment programs, including a "Managed Forex Account Application" and a document entitled "Terms and Conditions of Participation." Some CDL customers also received an introductory letter and risk disclosure statement. Attached as Exhibit 2 are documents I3 used to solicit customers for its investment programs and I3's account application form. Attached as Exhibit 3 are documents CDL used to solicit customers for its investment programs and CDL's account application form.

38. Customers were required to fax their completed application and the signed Terms and Conditions of Participation to CDL or I3, which had the same fax number. The application form required customers to select the length of time for which they were investing and the amount of their investment, and to provide their bank account information.

39. Customers then received an email from the applicable firm acknowledging receipt of their application and providing information for them to wire transfer their investment to a CDL or I3 bank account. After the wire transfer was made, the applicable firm sent the customer an email setting forth the dates the customer would receive interest payments and the date their

original investment amount would be repaid. These emails were usually sent by Starr or by employees under her direction.

Fraudulent Solicitation

40. In soliciting customers, Defendants CDL, I3, Kevin Harris, Starr, and GSM made or caused to be made false representations including that they would trade forex on their customers' behalf, that customers would receive guaranteed monthly interest of between 5% and 12%, and that at least 80% of the amount customers invested would be guaranteed against loss, and omitted to disclose material facts including that Kevin Harris, Keelan Harris and Starr had been convicted of criminal offenses including fraud.

41. During 2007, GSM held numerous investment seminars in Mississauga, Ontario, Canada to solicit customers for CDL, including seminars held on January 18, 2007, August 11, 2007, and October 27, 2007. Upon information and belief, Kevin Harris and Starr attended CDL investment seminars, including the January 18, 2007 seminar which Starr attended, and the October 27, 2007 seminar which Kevin Harris attended. Documents describing CDL's investment programs (Exhibit 3) and a promotional brochure (attached as Exhibit 4) were distributed to prospective customers who attended the seminars.

42. On November 20, 2007, GSM arranged for prospective and existing customers to travel by bus from Mississauga, Ontario, Canada to I3 and CDL's office in Warren, Ohio, where Kevin Harris gave presentations about investing with CDL and trading forex.

43. During the seminars presented by GSM, various misrepresentations were made to prospective customers both verbally and through written solicitation materials, such as that CDL offered managed accounts whereby customers would deposit funds with CDL and those funds would be used by Kevin Harris to trade forex on the customers' behalf; that CDL maintained a

trading account at Interbank FX, a registered futures commission merchant (“FCM”); that interest would be paid out of funds earned trading forex; that customers would be repaid the original amount of their investment with their final interest payment; and that 80% of their original investment was guaranteed against loss.

44. Neither CDL nor I3 had an account at Interbank FX or any similar corporate trading account. The only accounts in which forex trades were conducted were personal accounts of Kevin Harris and Starr at Interbank FX and Oanda, registered FCMs into which funds received from CDL and I3’s customers were transferred and virtually all of which were lost trading forex. The fact that CDL and I3 customer funds were used for Kevin Harris and Starr’s personal forex trading was never disclosed to the customers.

45. The “Terms and Conditions of Participation” (contained in Exhibits 2 and 3) that CDL and I3 provided to prospective customers, and to existing customers seeking to have them roll-over their investments, contained misrepresentations, including that “[t]he Principal will be repaid with the last interest Payout,” and that “Eighty percent (80%) of the Principal is guaranteed in the case of losses.”

46. In an email dated February 22, 2007 (attached Exhibit 5), Cole suggested to Defendants Kevin Harris and Starr that they engage a “known Auditing Firm” to audit CDL and produce a report similar to an example Cole attached to his email. Cole’s email stated that the report was to be used for “convincing individuals that CDL and the programs are not a scam.” In another email to Defendant Kevin Harris dated February 27, 2007 (also contained in Exhibit 5), Cole described such a report as a “strategy to establish credibility” and for “courting” “wealthy investors.”

47. Cole's email (Exhibit 5) also included a form he suggested be used for the accountant's report.

48. In response to Cole's suggestion, Kevin Harris hired an accountant from Warren, Ohio, who was not registered as a CPA and could not certify audit reports. Nevertheless, the accountant issued a letter (attached Exhibit 6) dated April 27, 2007, which purported to state the results of an "audit" he had conducted of CDL. GSM, in turn, distributed the accountant's letter to prospective CDL customers.

49. The accountant's letter contained various misrepresentations, including that "CDL trading strategies does [sic] not expose more than 20% of funds in the Brokerage Account to trading risks;" that "Customers funds are segregated in different accounts from CDL's corporate funds;" that "CDL has always met all its interest payment commitments and repaid all customers principals [sic] since it started offering services approximately one year ago;" and that "monthly interest payments are paid out of funds earned from currency trading and not from new customers' funds." The letter concluded by claiming that CDL's operation is not a 'Ponzi scheme.'"

50. These representations in the accountant's letter are false. Neither CDL nor I3 had a corporate account for trading currencies or any similar "brokerage account." Rather, the only forex trading that occurred was in the personal trading accounts of Kevin Harris and Starr. CDL and I3 informed customers in August 2008 that most of their funds had been lost, and many customers never received back their initial investments. CDL and I3 commingled customer funds with corporate funds, and customer funds were used to pay corporate expenses or were otherwise misappropriated. During the time period that CDL and I3 paid "interest" to customers, those payments were made from the customer's own funds or the funds of other customers. By

in or about July 2008, CDL and I3's customers ceased receiving payments. Many customers did not receive back their initial investment, nor did they receive the interest they had been promised.

51. Several of the misrepresentations in the accountant's letter are taken from the example report that Cole provided with his emails (contained in Exhibit 5).

52. GSM drafted the CDL account application (contained in Exhibit 3) and created the promotional brochure (contained in Exhibit 4), which were approved by Kevin Harris and Starr.

53. During the Relevant Period, customers relied upon the misrepresentations and omissions made or caused to be made by Defendants CDL, I3, Kevin Harris, Starr, and GSM in deciding to invest, reinvest and remain invested with CDL and I3.

Misappropriation of customer funds

54. Upon investing with CDL and I3, customers were directed to deposit their funds into one of CDL or I3's various bank accounts, over which Kevin and Keelan Harris had signatory authority.

55. Between November 2006 and in or about October 2008, customers invested by depositing funds into CDL's accounts and, between in or about November 2007 and in or about October 2008, by depositing funds into I3's accounts.

56. Of these amounts, during the Relevant Period approximately \$3.8 million was invested with CDL and approximately \$4.3 million was invested with I3. Instead of being deposited into "professionally managed accounts," customer funds were pooled and co-mingled with CDL and I3 accounts.

57. Many customers who were first solicited and initially invested with CDL or I3 prior to the Relevant Period, also invested new funds during the Relevant Period or re-invested during the Relevant Period by rolling-over their investments for additional periods of time.

58. During the Relevant Period, at least 100 existing customers of CDL and I3 invested at least \$3.6 million in additional funds with CDL and I3 and reinvested more than \$2.5 million by rolling-over investments they had made prior to the start of the Relevant Period.

59. In addition, during the Relevant Period CDL and I3 solicited and accepted more than \$2 million from at least 58 individuals who had not previously invested.

60. Approximately \$932,000, which included CDL and I3 customer funds, was deposited into Kevin Harris and Starr's joint personal trading account at Interbank FX, which was used for forex transactions between December 2006 and August 2007. This account sustained trading losses of \$911,970, and \$20,000 was withdrawn from the account.

Approximately \$2,000 was lost trading forex in Kevin Harris and Starr's joint personal account at Oanda between October 2006 and April 2007. No forex trading occurred after August 2007.

61. Payments were made from the CDL and I3 accounts were made, including during the Relevant Period, to some customers for purported interest and to repay the original amounts they invested.

62. From the remaining approximately \$7 million in customer funds solicited and received by CDL and I3 was misappropriated, including approximately \$398,000 that was used for personal expenditures of Kevin and Keelan Harris at stores and restaurants; to pay mortgages, car leases and cell phone bills; and for airline tickets, hotel rooms and rental cars.

63. Also, approximately \$1.9 million in customer funds was withdrawn in cash; approximately \$306,000 was paid to Majestic Enterprises (including approximately \$72,000

during the Relevant Period); Starr received payments of approximately \$248,000; GSM and one of its affiliates received over \$1 million in “commissions;” approximately \$760,000 was transferred to UCAN and approximately \$3.5 million (including approximately \$2.3 million during the Relevant Period) was transferred to RAK.

64. Upon information and belief, Majestic Enterprises, UCAN and RAK have received customer funds as a result of the Defendants’ fraudulent acts that do not reflect payment for any purported legitimate services they may have provided.

65. As of March 2009, the last date for which account statements are available, only about \$15,000 remained in CDL and I3’s bank accounts.

CDL and I3 Cease Making Payments to Customers

66. In or about July 2008 CDL and I3 ceased making payments to customers, despite customers’ repeated demands.

67. CDL and I3 sent various communications to customers misrepresenting why payments had stopped. These communications are attached as Exhibit 7.

68. For example, in a letter to its customers dated August 27, 2008, CDL stated that it had “suspended all trading” due to “banks not being cooperative when it comes to pooling of funds to trade currency.” The letter stated that CDL had “been advised to get out of currency trading all together. Immediately!” It further stated that CDL was “putting together a strategy that will allow us to return all funds to members without exposing our accounts to the type of scrutiny that will get them shut down.”

69. In October 2008, CDL and I3 stated in emails to customers that they could not pay interest and that over 70% of funds invested by customers had been “lost.” CDL stated in an email to customers that it had transferred its remaining funds “off-shore” and the funds would be

distributed to customers by an unidentified “third-party.” At the end of October 2008, CDL sent an email to customers stating that its bank accounts had been “involuntarily closed” on October 28, 2008 and that CDL was ceasing operations.

70. CDL and I3 stopped communicating with customers in or around March 2009.

The Individual Defendants Controlled CDL, I3 and GSM

71. Kevin Harris is CDL’s President and CEO and was ultimately responsible for all operations of CDL and I3 during the Relevant Period. Among other actions, he executed agreements on behalf of CDL, approved CDL and I3 solicitation materials, communicated with CDL and I3 customers concerning their investments, and attended meetings at which prospective customers were solicited.

72. Kevin Harris and Keelan Harris opened bank accounts for CDL and for I3 into which customers were directed to deposit their funds. Kevin and Keelan Harris had signatory authority and maintained control over these accounts during the Relevant Period.

73. Keelan Harris is the President and CEO of I3. In particular, he made payments to customers of purported interest including payments during the Relevant Period on July 1 and 16, 2008, issued checks from CDL and I3 bank accounts that contained customer funds to pay expenses of CDL and I3, and issued checks to GSM, Kevin Harris, Starr, Cole and himself.

74. Starr managed CDL and I3’s office in Toronto, Canada. Starr introduced Cole and GSM to Kevin Harris, approved solicitation materials, sent e-mails to customers opening their accounts, and communicated with customers concerning their investments.

75. Cole is GSM’s President. He executed the agreement on behalf of GSM whereby GSM was appointed the exclusive agent to market CDL’s managed forex account services for a five year period beginning in March 2007.

Nature of the underlying forex transactions

76. Neither Defendants nor the FCMs that were the counterparties to the forex transactions entered into or contemplated by Defendants and Defendants' customers were financial institutions, registered broker dealers (or their associated persons), insurance companies, bank holding companies, or investment bank holding companies.

77. Neither Defendants nor the customers who provided funds to the Defendants were "eligible contract participants" as that term is defined in the Act. *See* Section 1a(12)(A)(v), and (xi) of the Act, 7 U.S.C. § 1a(12)(A)(v), (xi) (an "eligible contract participant," as relevant here, is a corporation or an individual with total assets in excess of \$10 million).

78. CDL and I3 traded (or offered to trade) foreign currency on a margined or leveraged basis in trading accounts containing customer funds. The foreign currency transactions conducted (or contemplated) by Defendants neither resulted in delivery within two days nor created an enforceable obligation to deliver between a seller and a buyer that had the ability to deliver and accept delivery, respectively, in connection with their lines of business. Rather, these foreign currency contracts remained open from day to day and ultimately were offset without anyone making or taking delivery of actual currency (or facing an obligation to do so).

V. COUNT ONE:

Violations of the Commodity Exchange Act

**Violations of Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA
(Fraud in connection with off-exchange forex transactions)**

79. Paragraphs 1 through 78 are re-alleged and incorporated herein by reference.

80. Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A)-(C), make it unlawful:

for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, or other agreement, contract, or transaction subject to paragraphs (1) and (2) of section 5a(g), that is made, or to be made, for or on behalf of, or with, any other person, other than on or subject to the rules of a designated contract market – (A) to cheat or defraud or attempt to cheat or defraud the other person...(C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, in the case of paragraph (2), with the other person.

81. Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, apply to the foreign currency transactions, agreements or contracts offered to or entered into by Defendants for or on behalf of CDL and I3's customers. *See* Section 2(c)(2)(C)(iv) of the Act, as amended by the CRA.

82. As set forth above, during the Relevant Period, in or in connection with forex contracts made or to be made for or on behalf of, or with, other persons, CDL, I3, GSM, Kevin Harris and Starr cheated or defrauded or attempted to cheat or defraud their customers and prospective customers by, among other things, making or causing to be made fraudulent misrepresentations and omissions in violation of Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C).

83. CDL, I3, GSM, Kevin Harris, and Starr engaged in the acts and practices described in this Complaint knowingly and with reckless disregard for the truth.

84. As set forth above, during the Relevant Period, in or in connection with forex contracts made or to be made for or on behalf of, or with, other persons, CDL, I3, Kevin Harris and Keelan Harris misappropriated customer funds in violation of Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C).

85. At all relevant times, Defendants Kevin Harris, Keelan Harris and Starr controlled CDL and I3, directly or indirectly, and did not act in good faith or knowingly induced, directly or

indirectly, CDL and I3's conduct alleged in this Complaint. Therefore, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2006), Kevin Harris, Keelan Harris, and Starr are liable for CDL and I3's violations of Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C).

86. At all relevant times, Defendant Cole controlled GSM, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, GSM's conduct alleged in this Complaint. Therefore, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2006), Cole is liable for GSM's violations of Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C).

87. The foregoing acts, misrepresentations, omissions, and failures of Kevin Harris, Keelan Harris and Starr occurred within the scope of their office or employment with CDL and I3; therefore, CDL and I3 are liable for those acts, misrepresentations, omissions, and failures pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B)(2006), and Regulation 1.2, 17 C.F.R. § 1.2 (2010).

88. Each misrepresentation, omission or instance of misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C).

VI. COUNT TWO

Disgorgement of Funds From the Relief Defendants

89. Paragraphs 1 through 88 are re-alleged incorporated herein.

90. Relief Defendants Majestic Enterprises, UCAN and RAK have received funds from CDL and I3 customers. Upon information and belief, to the extent that Majestic

Enterprises, UCAN and RAK provided any purported services to CDL and I3, Majestic Enterprises, UCAN and RAK received customer funds as a result of the Defendants' fraudulent conduct beyond which they would have any legitimate entitlement to or interest.

91. Relief Defendants Majestic Enterprises, UCAN and RAK should be required to disgorge those funds or the value of those funds that they received from the acts or practices of Defendants that constitute violations of the Act.

VII. RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that this Court, as authorized by Section 6c of the CEA, 7 U.S.C. § 13a-1 (2006), and pursuant to its own equitable powers, enter:

- a) An order finding that Defendants violated Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C);
- b) An order of preliminary and permanent injunction prohibiting the Defendants, and any of their agents, servants, employees, assigns, attorneys, and persons in active concert or participation with any Defendant, including any successor thereof, from engaging, directly or indirectly:
 - (i) in conduct in violation of Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C); and
 - (ii) trading on or subject to the rules of any registered entity (as that term is defined in Section 1a(29) of the Act, 7 U.S.C. § 1a(29) (2006));
 - (iii) entering into any transactions involving commodity futures, options on commodity futures, commodity options (as that term is defined in Regulation 32.1(b)(1), 17 C.F.R. § 32.1(b)(1) (2010)) ("commodity options"), and/or foreign currency (as described in Sections 2(c)(2)(B) and 2(c)(2)(C)(i) of the Act, as amended by the CRA, to

be codified at 7 U.S.C. §§ 2(c)(2)(B) and 2(c)(2)(C)(i) (“forex contracts”) for their own personal account or for any account in which they have a direct or indirect interest;

(iv) having any commodity futures, options on commodity futures, commodity options, and/or forex contracts traded on their behalf;

(v) controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity futures, options on commodity futures, commodity options, and/or forex contracts;

(vi) soliciting, receiving, or accepting any funds from any person for purposes of purchasing or selling any commodity futures, options on commodity futures, commodity options, and/or forex contracts;

(vii) applying for registration or claiming exemption from registration with the CFTC in any capacity, and engaging in any activity requiring such registration or exemption from registration with the CFTC, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2010); and

(viii) acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2010)), agent, or any other officer or employee of any person registered, exempted from registration or required to be registered with the CFTC, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2010).

c) An order directing the Defendants and the Relief Defendants, as well as any successors to any Defendant or any Relief Defendant, to disgorge, pursuant to such procedure as the Court may order, all benefits received from the acts or practices that constitute violations of the Act, as amended by the CRA, as described herein, and pre- and post-judgment interest thereon from the date of such violations;

d) An order directing the Defendants to make full restitution to every person or entity whose funds they received or caused another person or entity to receive as a result of acts and practices that constituted violations of the Act, as amended by the CRA, as described herein, and pre- and post-judgment interest thereon from the date of such violations;

e) An order directing the Defendants to pay a civil monetary penalty of not more than the higher of (1) triple the monetary gain to each Defendant for each violation of the Act, as amended by the CRA, described herein or (2) \$140,000 for each violation of the Act committed on or after October 23, 2008 and \$130,000 for each violation committed before October 23, 2008, plus post-judgment interest;

f) An order requiring Defendants to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2412(a)(2); and

g) Such other and further relief as the Court deems proper.

Dated: October 7, 2010

Respectfully submitted,

ATTORNEYS FOR PLAINTIFF
COMMODITY FUTURES TRADING
COMMISSION

Lenel Hickson, Jr.
Acting Regional Counsel

By: /s/ David W. MacGregor
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Division of Enforcement
U.S. Commodity Futures Trading Commission
Eastern Regional Office
140 Broadway, 19th Floor
New York, New York 10005
(646) 746-9733
(646) 746-9940 (facsimile)

EXHIBIT 1

MASTER AGENCY AGREEMENT

THIS AGREEMENT made as of the 30th day of March, 2007.

Between: **COMPLETE DEVELOPMENTS LLC.** ("COMPANY")
an Ohio Corporation
having a principal place of business at
1036 Parkman Road, Warren, Ohio, USA, 44485

and:

GLOBAL STRATEGIC MARKETING INC. ("AGENT")
an Ontario Corporation
having its principal place of business at
2810 Matheson Blvd. E., Suite 200, Mississauga, Ontario, L4W 4X7

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants herein contained, the parties agree as follows:

1.00 Definitions

- A. "Participant" shall mean any individual, corporation, partnership or other legal entity who uses the Services of COMPANY
- B. "Participation Agreement" shall mean the completed, accepted and confirmed Application and signed Terms and Conditions of Participation established by COMPANY for the Forex Managed Account Services provided to Participant;
- C. "Territory" shall mean the entire world with the exception of Countries that the US Government has restricted US banks from making financial transfers.
- D. "Term" shall mean that period commencing on the date of this Agreement and lasting for a period of sixty complete months and any subsequent twenty four month renewal period;
- E. "Services" shall mean services offered by the COMPANY, including but not limited to the Currency-Trading Managed Account Services.

2.00 Appointment as AGENT

- A. Subject to the terms and conditions of this MASTER AGENCY AGREEMENT ("Agreement"), COMPANY hereby appoints the above-named party as its exclusive agent (herein referred to AGENT) to market the COMPANY's services collectively referred to herein as "Services" to persons within the areas and locations referred to herein as "Territory" and AGENT hereby accepts such appointment.

- B. COMPANY reserves the right at its sole discretion, without incurring any liability to AGENT, to modify or change any of the Services the AGENT is authorized to sell, upon providing AGENT with thirty (30) days prior written notice thereof.
- C. COMPANY, however, cannot change the terms and conditions of this Agreement without the prior written consent from the AGENT.
- D. AGENT represents and warrants to the COMPANY that it has the authority to enter into this Agreement and perform its terms fully.
- E. COMPANY represents and warrants to the AGENT that it has the authority to sell the Services described in this Agreement and that it also has the authority to enter into this Agreement and perform its terms fully.

3.00 AGENT's General Obligations

- A. AGENT shall act as an authorized AGENT of COMPANY in marketing the COMPANY's Services in the Territory and upon the terms specified from time to time by COMPANY. AGENT agrees to use its best efforts to promote the COMPANY's Services in accordance with the terms of this Agreement.
- B. AGENT shall act honestly and in good faith in the performance of its duties hereunder.
- C. AGENT agrees to conduct its business so as to maintain and increase the goodwill and reputation of the COMPANY.
- D. AGENT shall be solely responsible for expenses incurred by it in the performance of its obligations pursuant to this Agreement, including:
 - (1) dues and fees for membership in any local or national trade association or attendance at seminars or conventions;
 - (2) local and long distance transportation expenses;
 - (3) expenses in connection with marketing to Participants and the operation of AGENT's business, including telephone, delivery, entertainment and promotional expenses.
- E. When marketing COMPANY's Services, AGENT shall use marketing campaigns, contracts, promotional material and brochures approved by the COMPANY.
- F. AGENT shall not incur any expense or obligation in the name of the COMPANY without prior written approval from an authorized representative of the COMPANY.
- G. AGENT shall not collect any monies on behalf of the COMPANY.
- H. COMPANY acknowledges that AGENT may appoint sub-agents hereunder from time to time, who shall constitute an agent of AGENT and not of COMPANY. AGENT shall have no authority to appoint AGENT of COMPANY. AGENT shall be responsible to COMPANY for the acts and omissions of AGENT's sub-agents and COMPANY shall have no liability to such sub-agents of AGENT for any commissions or other compensation, which shall be the responsibility of

AGENT. No sub-agent shall be permitted to use any COMPANY trademarks which are proprietary to COMPANY without the prior written consent of COMPANY and on such terms and conditions as COMPANY may specify. AGENT warrants and covenants that its sub-agents are aware of and agreed to comply with all the terms and conditions of this Agreement.

1. AGENT agrees that it shall not engage in any unfair trade practices or make any false or misleading statements or representation with respect to COMPANY's Services. All employees of AGENT or sub-agents shall provide to the potential Participant, if requested, the name and telephone number of a management person at the AGENT who may be contacted in the case of any complaint or otherwise.

4.00 COMPANY's General Obligations

- A. COMPANY shall operate and maintain a single website that provides information about its Services for all marketing activities by AGENT and all others.
- B. COMPANY shall not create or authorize any marketing activities or efforts that could or will result in confusion or ambiguity for potential Participants throughout the Territory which will hamper the promotion of its Services by AGENT.
- C. To avoid Participant confusion and to maximize the effectiveness of COMPANY's overall marketing effort, COMPANY and AGENT agree where applicable to co-ordinate their respective marketing of Services to Participants. For its part COMPANY shall require its marketing employees and any other authorized Agents marketing its Services to refrain from knowingly attempting to market said Services to Participants to whom AGENT is already actively engaged in marketing Services. AGENT for its part agrees to refrain from knowingly attempting to market Services to Participants to whom a COMPANY employee or other authorized COMPANY AGENT is already actively engaged in marketing COMPANY's Services. In cases of conflict, COMPANY will use its best judgment and AGENT agrees to be bound by COMPANY' decision.
- D. AGENT acknowledges that COMPANY has the right in its sole discretion to reject or accept any Participant for any reason whatsoever.

5.00 AGENT Performance

COMPANY acknowledges that the success of marketing efforts by the AGENT of the Services is directly dependent on the COMPANY establishing credibility and maintaining an excellent reputation; and on the COMPANY's professional, effective and efficient operations. COMPANY shall meet the above mentioned marketing efforts dependencies as follows;

- COMPANY is to conduct an annual Audit of it operations as prescribed by AGENT using a licensed Accounting Firm and provide the report to AGENT for use in its Marketing efforts
- COMPANY shall continually make its Interest payments as scheduled and return principals to all Participants at the end of each program cycle
- COMPANY must efficiently and accurately process Applications and Interest Payments. Corporate Policies, Procedures and systems must be in place to eliminate associated errors and delays.

- COMPANY must ensure that inaccurate or confusing information is not given to prospective or current Participants which will retard the marketing of the Services by the AGENT
- COMPANY shall notify AGENT within one (1) business day of any circumstances which will retard the marketing of the Services by the AGENT

In consideration of the above, AGENT shall deliver no less than US\$250,000 per month to the programs except when the Services are temporally suspended by COMPANY. A quarterly increase in the monthly performance goal shall be negotiated between the COMPANY and AGENT.

6.00 Commission

- A. COMPANY shall pay to AGENT a commission in accordance with the provisions of this Agreement. The commission shall be calculated in accordance with Schedule A of this Agreement, which shall be payable in accordance with the terms thereof, and which AGENT acknowledges is the only compensation it will be entitled to receive from COMPANY.
- B. COMPANY agrees to provide AGENT with the following assistance during the Term of this Agreement:
 - (1) on-going customer services as required to ensure customer satisfaction;

7.00 Non-Competition and Confidentiality

- A. AGENT during the period of this Agreement and for one (1) year after the termination of this Agreement covenant and agree that:
 - (1) all Participants procured by AGENT under this Agreement are customers of COMPANY and that the primary purpose of this Agreement is to further and promote the relationship of COMPANY and its Participants;
 - (2) AGENT and AGENT's sub-agents, in the Territory authorized in this Agreement to market the Services of COMPANY to potential Participants, will not, except as may be approved in writing by COMPANY, solicit, promote or offer any Services or services which are the same as or substantially similar to, or in any way competitive with any of the Services of COMPANY in any manner whatsoever.
- B. Notwithstanding the foregoing, nothing herein shall prevent AGENT from owning not more than 15% of the issued shares of a corporation, the shares of which are listed on a recognized stock exchange or traded in the over the counter market in the Territory.
- C. AGENT shall not, either during the term of this Agreement or for a period of one (1) year thereafter, directly or indirectly, in any manner whatsoever; hire any employees of COMPANY or any of its affiliates; to induce or attempt to induce any employees of COMPANY or its affiliates to leave their employment.
- D. BOTH PARTIES agree that any and all information which is proprietary or confidential, and concerning the business or affairs of AGENT and/or COMPANY and which is learned by

AGENT and/or COMPANY shall be treated as confidential and that such information shall not be disclosed to any other person, firm or corporation without the express written consent of AGENT and/or COMPANY. This provision is in addition to any other covenant or Agreement previously given by AGENT to COMPANY, and vice-versa, representing the treatment of confidential information. This confidentiality provision shall continue beyond the termination of this Agreement for a period of two (2) years.

- E. BOTH PARTIES agree that a breach or threatened breach by AGENT and/or COMPANY of the provisions of this Section will result in AGENT and/or COMPANY and its shareholders (the "aggrieved party") suffering irreparable harm which cannot be calculated or fully or adequately compensated by recovery of damages alone. Accordingly, both parties agree that the aggrieved party shall be entitled to interim and permanent injunctive relief, specific performance and other equitable remedies, in addition to any other relief to which the aggrieved party may become entitled.

8.00 Indemnity

- A. COMPANY agrees to indemnify and hold AGENT harmless from any and all claims, suits, actions, demands, costs, settlements, liens, losses, expenses and all other liabilities including attorney's fees on account thereof, arising out of or resulting from any negligent or intentional acts of omission on the part of COMPANY, its employees, officers, contractors in the performance of or failure to perform its Services outlined in Participation Agreement and under this Agreement. COMPANY shall, at the request of AGENT, assume the defense of any demand, claim action, suit or proceeding brought against AGENT by reason thereof within thirty (30) calendar days and pay any and all damages assessed against or that are payable by AGENT as a result of the disposition of any such demand, claim, action, suit or proceeding. AGENT may be represented in any such action, suit or proceeding by its own counsel at the expense of the COMPANY.
- B. COMPANY shall promptly notify AGENT in writing within ten (10) business days of any claim against COMPANY for which indemnification will or could be sought under this Agreement. In addition, AGENT shall give COMPANY such information and cooperation as it may reasonably require and as shall be within the AGENT's power and at times and places as are not unduly burdensome for the AGENT.
- C. No settlement of any action against COMPANY shall be made without the consent of AGENT and no COMPANY, in the defense of any such claim or action, shall, except with the consent of AGENT, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such AGENT of a release from all liability in respect to such claim or litigation. If AGENT fails to execute a release or other settlement Agreement under circumstances where all of the conditions of the preceding sentence have been met within ten (10) business days, COMPANY shall have no further obligation to AGENT pursuant to this Agreement or otherwise.

9.00 Records, Communication

- A. AGENT shall be entitled to an annual audit of COMPANY's Cash Receipts from Participation Agreements at its sole cost.

- B. COMPANY shall copy AGENT on all written communication, whether by mail, fax or email, with Participants in any of its Services.

10.00 Assignment

Neither this Agreement nor any of the rights or duties of the COMPANY or the AGENT hereunder shall be assigned, transferred conveyed by the COMPANY or the AGENT, directly or indirectly, without the prior written consent of the other party. This Agreement shall be deemed to have been assigned in the event of a change of ownership or in the ultimate effective control of a party.

11.00 Trademarks and Other Proprietary Marks

- A. AGENT may describe and refer itself as a "COMPANY Authorized Marketing AGENT." AGENT may use the "COMPANY" trademarks in connection with the promotion or marketing of Services otherwise instructed by COMPANY in writing. In using such trademarks, AGENT shall disclose in writing that the same are being used under license from COMPANY and adhere to such guidelines regarding trademark usage as are specified by COMPANY from time to time.
- B. AGENT hereby acknowledges the validity of the trademark the COMPANY trademark design and such other trademarks used by, claimed, registered or applied for registration by COMPANY and agrees that the aforesaid trademarks are and shall remain the property of COMPANY. AGENT agrees and undertakes to execute any document which COMPANY may require from time to time in order to protect and preserve the rights of COMPANY with respect to such trademarks and other proprietary marks.

12.00 Term of Agreement

Unless earlier terminated under Subsections 12 (A) or (B) hereof, this Agreement is for an initial term of five (5) years and shall thereafter be automatically renewed for additional terms of two (2) years each, unless notice in writing is given by either party to the other of its intent not to renew this Agreement at least 90 days before the end of the term.

13.00 Termination

- A. Either AGENT or COMPANY may immediately terminate this Agreement by written notice to the other party if the other party is in default in the performance of any of its obligations under this Agreement and such default or breach continues after 30 (thirty) days written notice to the defaulting party stating the particulars of such default.
- B. Either AGENT or COMPANY may immediately terminate this Agreement a) upon bankruptcy or insolvency proceedings being instituted by or against the other party or b) if a party is adjudicated as a bankrupt, becomes insolvent, makes an assignment for the benefit of its creditors or proposes to make arrangements for the liquidation of its debts or c) a receiver has been appointed with respect to all or any part of the assets of a party or d) if any change occurs in the constitution, management, control or the financial or other circumstance of a party, which in the sole opinion of the other party, is materially detrimental to the interests of that other party.

- C. Upon termination of this Agreement, except if terminated pursuant to Subsections 12(A) and 12(B), COMPANY shall continue to pay commissions according to Schedule A hereIn for a period of 36 months on all participation activity during that period. For termination pursuant to Subsections 12(A) or 12(B), COMPANY shall be under no obligation whatsoever to pay any compensation, damage, costs and expenses of any kind or nature to AGENT, nor any commission which, if this Agreement had not been terminated, would have otherwise become due and payable.
- D. Upon termination of this Agreement AGENT shall immediately a) cease holding itself out or in any other manner represent itself to others as an authorized marketing AGENT of COMPANY; b) discontinue any and all use of COMPANY trademarks; c) return to COMPANY all proprietary information; d) remove and return or obliterate, at COMPANY's request, any and all signs, stationery or other material supplied by COMPANY; e) notify and arrange for all publishers and others who may identify, list or publish AGENT's names as an AGENT of COMPANY to discontinue such identification, listing or publication.

14.00 Entire Agreement; Amendment

This Agreement, including the schedules thereto, constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and there are no representations, warranties, covenants, agreements or collateral understandings, oral or otherwise, expressed or implied affecting this instrument which are not expressly set forth herein. The Agreement may only be amended by an instrument signed by the parties.

15.00 No Waiver

The failure of any party at any time to require performance by another party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by any party of a breach of any provision hereof be taken or held to be a waiver of such provision.

16.00 Choice of Law

This Agreement shall be governed by the laws of Ohio and the parties hereby attorn to the jurisdiction of the courts of Ohio.

17.00 Severability

If any term or provision of this Agreement shall to any extent be found to be invalid, void or unenforceable, the remaining terms and provisions shall nevertheless continue in full force and effect.

18.00 AGENT's Status

AGENT acknowledges that it is acting on behalf of COMPANY solely for the purpose of marketing the Services of the COMPANY and AGENT shall under no circumstances be considered a partner, joint venturer or employee of COMPANY. AGENT acknowledges that in acting as AGENT for and on behalf of COMPANY, the authority hereby granted to AGENT does not extend to or include binding

COMPANY to provide any Service to a person, each solicitation being subject to the sole approval of COMPANY.

19.00 Notices

All notices sent pursuant to this Agreement shall be delivered by hand to the party for which it is intended, sent by telecopier or similar form of transmitted message or sent by certified or registered mail directed to such party at the following address, or at such other address as either party may stipulate by written notice to the other. Any notice so mailed shall be deemed to have been received on the fifth (5) business day after mailing; any notice so sent by telecopier or similar form of transmitted message or delivered shall be deemed to have been received on the day of delivery of the message to the transmitting agency or other party.

To COMPANY: COMPLETE DEVELOPMENTS LLC.
1036 Parkman Road, Warren, Ohio, USA, 44485
Fax: 330-393-9061

To AGENT: GLOBAL STRATEGIC MARKETING INC.
2810 Matheson Blvd. E., Suite 200, Mississauga, Ontario, L4W 4X7
Fax: 416-469-5959

Any party may at any time give notice in writing to the other party of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder.

20.00 Binding Nature of this Agreement

This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written above.

COMPLETE DEVELOPMENTS LLC. ("COMPANY")

By: Kevin L Harris
(Name)
Pres. / CEO
(Title)
[Signature]
(Signature)

GLOBAL STRATEGIC MARKETING INC. ("AGENT")

By: PATRICK COLE
(Name)
PRESIDENT
(Title)
[Signature]
(Signature)

SCHEDULE A

Commissions & Payment

Commissions

Commission's payable to AGENT has two components;

- a) 3% override on the all amounts placed in Programs by all Participants throughout the Territory per each individual Program cycle. Commission is due at the start of the Program cycle.
- b) An additional 5% commission on all amounts placed in Programs by all Participants throughout the Territory per each individual Program cycle that were referred by the AGENT. Commission is due at the start of the Program cycle.

A total of 8% commission is payable on all amounts placed in Programs by all Participants throughout the Territory per each individual Program cycle when b) is applicable

Payment

Commissions shall be calculated on all amounts put into all new program cycles during each month.

Commission payments shall be delayed by three (3) months and then paid to AGENT within five (5) business days following the end of the (3) months.

Starting in September 2007, the Commission payments shall be delayed by one (1) month and then paid to AGENT within five (5) business days following the delayed month.

Commission payments shall be deposited in AGENT's designated Bank Account.

COMPANY and AGENT shall negotiate changes to the Payment schedule as required.

Additional

A special Investment Program shall be set up for the AGENT as follows:

- Guaranteed 15% interest per month for a 6 month Program cycle.

Commission payments can be put into any of the COMPANY's Investment Programs only on or after the date that the payment is made.

EXHIBIT 2

INVESTMENTS INTERNATIONAL INC.

2430 Parkman Road NW. Ste 4 Warren, Ohio USA 44485 • TEL: 1-866-369-0190 • FAX: 1-330-839-0072

INVESTMENT ACCOUNT

Program "A"

Program Cycle: 3 Months

Minimum Amount: \$5,000

Interest: 8% per month

Payment: Participant will receive their 8% Interest payment on the 1st or 16th of each month of the cycle

Guarantees: 80% of your principal is guaranteed in the case of losses

Principal: Will be repaid with the last interest payment at the end of the cycle

Example:

Principal: \$5,000

Interest: \$5,000 @ 8% = \$400.00

Payments: \$800.00 each month of the cycle, on the 1st or 16th for a total of \$1,200.00

Principal: Repaid with the last Interest payment.

Notes:

- Monthly payments will be issued on the 1st or the 16th of the month depending on the actual participation date in the program
- Withdrawal from the program prior to the end of the cycle is prohibited
- Principal must be in increments of \$1000
- Bank Fees are also applicable when receiving a money Wire Transfer
- I3 reserves the right to reject an application to preserve the viability and longevity of its programs.

Program Cycles are subject to cancel with 60 days notice

Only participate with money you can afford to risk

INVESTMENTS INTERNATIONAL INC.

2430 Parkman Road NW. Ste 4 Warren, Ohio USA 44485 • TEL: 1-866-369-0190 • FAX: 1-330-839-0072

INVESTMENT ACCOUNT

Program "B"

Program Cycle: 6 Months

Minimum Amount: \$20,000

Interest: 10% per month

Payment: Participant will receive their 10% Interest payment on the 1st or 16th of each month of the cycle

Guarantees: 80% of your principal is guaranteed in the case of losses

Principal: Will be repaid with the last interest payment at the end of the cycle

Example:

Principal: \$20,000

Interest: \$20,000 @ 10% = \$2,000.00

Payments: \$2,000.00 each month of the cycle, on the 1st or 16th for a total of \$12,000

Principal: Repaid with the last Interest payment.

Notes:

- Monthly payments will be issued on the 1st or the 16th of the month depending on the actual participation date in the program
- Withdrawal from the program prior to the end of the cycle is prohibited
- Principal must be in increments of \$1000
- Bank Fees are also applicable when receiving a money Wire Transfer
- I3 reserves the right to reject an application to preserve the viability and longevity of its programs.

Program Cycles are subject to cancel with 60 days notice

Only participate with money you can afford to risk

INVESTMENTS INTERNATIONAL INC.

2430 Parkman Road NW. Ste 4 Warren, Ohio USA 44485 • TEL: 1-866-369-0190 • FAX: 1-330-839-0072

INVESTMENT ACCOUNT

Program "C"

Program Cycle: 12 Months

Minimum Amount: \$50,000

Interest: 12% per month

Payment: Participant will receive their 8% Interest payment on the 1st or 16th of each month of the cycle

Guarantees: 80% of your principal is guaranteed in the case of losses

Principal: Will be repaid with the last interest payment at the end of the cycle

Example:

Principal: \$50,000

Interest: \$50,000 @ 12% = \$6,000.00

Payments: \$6,000.00 each month of the cycle, on the 1st or 16th for a total of \$72,000

Principal: Repaid with the last Interest payment.

Notes:

- Monthly payments will be issued on the 1st or the 16th of the month depending on the actual participation date in the program
- Withdrawal from the program prior to the end of the cycle is prohibited
- Principal must be in increments of \$1000
- Bank Fees are also applicable when receiving a money Wire Transfer
- I3 reserves the right to reject an application to preserve the viability and longevity of its programs.

Program Cycles are subject to cancel with 60 days notice

Only participate with money you can afford to risk

INVESTMENTS INTERNATIONAL INC.

2430 Parkman Rd. NW. Ste 4 Warren, Ohio USA 44485 • TEL: 1-866-369-0190 • FAX: 1-330-839-0072

INVESTMENT ACCOUNT APPLICATION

This application is made on the _____ day of _____ 200__.

Participation Amount: \$ _____
(\$1,000 Increments only)

Select the Program you want to participate in:	Initials
A - 3 - Months – 8% Interest per month – Minimum \$10,000	_____
B - 6 - Months – 10% Interest per month – Minimum \$20,000	_____
C - 12 - Months – 12% Interest per month – Minimum \$50,000	_____

I have read, understood and accepted the Terms and Conditions of Participation in the programs and I understand the risks involved.

Signature: _____ Date: _____

Name: _____ (Please Print)

Address: _____

Phone: _____ Fax: _____

Email: _____

Beneficiary Information

Name: _____

Address: _____

Telephone: _____ Email: _____

Are you a new member? Yes No Member #: _____

Return Principal at the end of the Cycle?: Yes No _____
(If No, use the Roll-Over Application Form to apply for your next Program prior to the
30 days prior to the end of the current cycle)

Bank Wire Information, please note a \$50 wire fee is applicable.

Name on the Account: _____
(As it appears on a Bank Statement)

Bank or Financial Institution: _____

Address: _____

City/State/Postal Code: _____

Telephone: _____

ABA Routing/Swift Code _____
(Circle the Applicable Term)

ABA Routing/Swift Code: _____
(Circle the Applicable Term)

Transit & Account Number: _____

I was referred by

Name: _____

Address: _____

_____ A one-time 2% commission of the Principal is given on new participating referrals.

Required Documents to accompany the Application Form

- ___ Government Issued Identification (Drivers License or Passport. Mail a good quality copy to I3 immediately)
- ___ Utility Bill showing Address (Electricity, Gas, Water)
- ___ Signed Terms and Conditions of Participation

Fax Application Form and required Documents to: 1-330-839-0072

Program Cycles are subject to cancel with a 60 day notice

INVESTMENTS INTERNATIONAL INC.

2430 Parkman Road NW. Ste. 4, Warren, Ohio USA 44485 • TEL: 1-866-369-0190 • FAX: 1-330-839-0072

TERMS AND CONDITIONS OF PARTICIPATION

- 1) I reserves the right to cancel any programs during its cycle with a 60 day notice, at which point your principal and interest to date, will be paid.
- 2) Participation is by invitation only.
- 3) No cash, checks or Bank Drafts will be accepted. Money must be wired from an accredited Bank Account.
- 4) Program Participants attempting to or found to be participating in money laundering will have their funds held and their identity along with the details of the incident will be forwarded to the appropriate authorities.
- 5) Interest payouts must be wired to the Bank Account from which the principal originally came.
- 6) The Principal will be repaid with the last interest Payout.
- 7) Eighty percent (80%) of the Principal is guaranteed in the case of losses
- 8) All Interest and Principal payments are subject to Bank wire transfer fees.
- 9) There is no compounding of interest earned.
- 10) All funds are in U.S. dollars.
- 11) A one time 2% Referral commission will be paid on the principal amount placed into a Program, is offered to all current Participants.
- 12) Referral Commissions can be cancelled at anytime without notice.
- 13) Earned Referral Commissions will be paid with your next Interest payment that follows the first Interest payment to the new Participant.
- 14) The information provided by Investments International Inc. (I3) is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject I3 or its partners or affiliates to any registration requirement within such jurisdiction or country.
- 15) I3 does not constitute a public offer to sell or a public solicitation of an offer to participate in alternative investments offered through I3 or its partners or affiliates, to buy or sell any private placements, or other financial instruments, or provide any investment advice or service.
- 16) Advertisements for the Programs or general solicitation must not be conducted by Participants
- 17) I understand that no other contracts will be binding, implied or otherwise.
- 18) Currency Trading involves high degree of risk because of the unpredictable nature of the prices of currencies and the high degree of leverage that is often obtainable in spot trading. The use of leverage can lead to significant losses as well as significant gains as small margin requirements can work against you as well as for you. I understand and accept the risks involved in Currency Trading.
- 19) Withdrawal from the program prior to the end of the cycle is prohibited once wired funds are received.
- 20) The individual who referred you to the program shall not be held responsible should any losses occur.

Signature: _____ Date: _____

Name: _____ (Please Print)

Terms and Conditions of Participation are subject to change without notice

EXHIBIT 3

COMPLETE DEVELOPMENTS LLC.

2430 Parkman Road NW, Warren, Ohio, USA, 44485 • TEL: 1-866-560-9910 • FAX: 1-330-395-8705

Introduction

Many people are frustrated by the poor performance of their investments in Stocks and Mutual Funds and are looking for better returns. There are varying strategies available to ordinary people to suit one's individual risk profile, financial experience and financial knowledge.

A sound financial strategy for persons with limited financial experience, financial knowledge or time will have at least the following components

- Have a plan - Know what you want to achieve financially
- Use other people's knowledge

Currency Market

One of the newest and exciting opportunities for the average person is Currency Trading. It is the largest financial market in the world, with a daily average turnover of almost US \$2 trillion -- many times larger than the combined volume of all U.S. equity markets. It is the world's most liquid, but least understood market and can be a valuable component in everyone's financial portfolio.

Currency trading has long been recognized as a *superior investment opportunity* for its profitability, liquidity and the fact that it remains open 24 hours a day, 5 days per week. For decades, large financial institutions, corporations, central banks and extremely wealthy individuals have used their money to make enormous profits from the Currency market and now everyone has the same opportunity.

This new opportunity can be incorporated in everyone's *financial plan* as a wealth creation strategy that offers a higher return than from traditional opportunities.

Professionally Managed Accounts

Self-trading in the currency markets is at best a difficult proposition for the inexperienced. A Currency trader must have skill, experience and the time to follow market movements to be successful on their own.

Managed Accounts were created for individuals who have no desire to trade themselves or cannot make the investment in time and energy to learn and hone the skills required to be successful traders. Utilizing the services of **Completed Developments LLC (CDL)** everyone can achieve higher returns from the Currency markets by using *other people's knowledge*. CDL has always paid the interest payouts and returned original Amounts.

Attached are details about the programs offered by CDL, Terms & Conditions of Participation and the Application Form. You are invited to participate in the Programs and after due consideration, you can follow the procedure below

- Read the Terms and Conditions of Participation
- Complete and Fax Application to CDL with
 - Proof of Identity
 - Proof of Address
 - Signed Terms and Conditions of Participation
- Receive an Acceptance confirmation into the Program with information to Wire Transfer your Principal to CDL
- Wire Funds to CDL using the wire information on the Acceptance confirmation
- Reply to the Acceptance Confirmation email with details about your wire
- Receive wire transfer confirmation with information about Interest payments and schedule

Your next tasks will be to watch your payments being deposited into your Bank Account and make plans to change your life.

Only participate with Funds you can afford to risk

COMPLETE DEVELOPMENTS LLC.

2430 Parkman Road NW, Warren, Ohio, USA, 44485 • TEL: 1-866-560-9910 • FAX: 1-330-395-8705

Risk Disclosure Statement

Because of the unpredictable nature of the prices of currencies, currency trading involves high degree of risk that is not suitable for all members of the public. You should only enter into agreements for this managed account that will purchase or sell currencies if you are fully aware of the potential for loss and understand the nature and extent of your rights and obligations. Individuals considering opening a managed currency account for buying or selling currencies are urged to obtain additional information and to ask specific questions (and obtain specific answers) concerning the risks as well as opportunities in currency trading.

You should carefully consider whether a managed account is appropriate for you in light of your objectives, financial resources and other circumstances. There is risk of loss in trading foreign exchange spot currencies. In consideration whether to open an account, you should be aware of the following: You may sustain a loss of 20% of the initial funds and any additional funds that you deposit to establish or maintain a position in the spot currency market. If the Company places contingent orders, such as "stop-loss" or "stop-limit" order, they will not necessarily limit your losses to the intended amount, since market conditions may make it difficult to execute such orders at the exact stop price. The high degree of leverage that is often obtainable in spot trading because of the small margin requirements can work against you as well as for you. The use of leverage can lead to significant losses as well as significant gains. As in any area of investing, the chances of success in currencies are influenced not only by the risks involved in such trading, but also by how well the risks are understood.

You are encouraged to perform due diligence prior to opening any account. Currency Trading is an extremely risky form of investment and as such is only suitable for individuals and institutions prepared to handle the potential losses it entails. Any opinions expressed regarding the prices of specific currencies and the direction they will take in the future are purely opinions. They are not guaranteed in any way. In no event shall we have any liability for any losses incurred in connection with any decision made, action or inaction taken by any party in reliance upon the information provided verbally or via the internet, or any delays, inaccuracies, errors in, or omissions of information.

This brief statement does not disclose all of the risks and other significant aspects of trading in leveraged investments and in the purchase or sale of spot foreign currencies. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Principal in an account is not a deposit of a bank and is not insured by any Deposit Insurance or any other government agency.

COMPLETE DEVELOPMENTS LLC.

2430 Parkman Road NW, Warren, Ohio, USA, 44485 • TEL: 1-866-560-9910 • FAX: 1-330-395-8705

Short Term Program

Program Cycle: 3 Months

Amount: \$10,000 to \$19,000

Interest: 5% per month

Payment: Participant will receive their 5% Interest payment on the 1st or 15th of each month of the cycle

Guarantees: 80% of your Amount is guaranteed in the case of losses

Amount: Will be repaid with the last interest payment at the end of the cycle

Example:

Amount: \$10,000

Interest: \$10,000 @ 5% = \$500

Payments: \$500 each month of the cycle, on the 1st or 15th for a total of \$1,500

Amount: Repaid with the last Interest payment

Notes:

- Monthly payments will be issued on the 1st or the 15th of the month depending on the actual participation date in the program
- Withdrawal from the program prior to the end of the cycle is prohibited
- Amount must be in increments of \$1000s
- Bank Fees are also applicable when receiving a money Wire Transfer

New Program Cycles are subject to change or cancellation without notice

Only participate with money you can afford to risk

COMPLETE DEVELOPMENTS LLC.

2430 Parkman Road NW, Warren, Ohio, USA, 44485 • TEL: 1-866-560-9910 • FAX: 1-330-395-8705

Mid Term Program

Program Cycle: 6 Months

Amount: \$20,000 to \$250,000

Interest: 8% per month

Payment: Participant will receive their 8% Interest payment on the 1st or 15th of each month of the cycle

Guarantees: 80% of your Amount is guaranteed in the case of losses

Amount: Will be repaid with the last interest payment at the end of the cycle

Example:

Amount: \$20,000

Interest: \$20,000 @ 8% = \$1,600

Payments: \$2,000 each month of the cycle, on the 1st or 15th for a total of \$9,600

Amount: Repaid with the last Interest payment.

Notes:

- Monthly payments will be issued on the 1st or the 15th of the month depending on the actual participation date in the program
- Withdrawal from the program prior to the end of the cycle is prohibited
- Amount must be in increments of \$1000s
- Bank Fees are also applicable when receiving a money Wire Transfer

New Program Cycles are subject to change or cancellation without notice

Only participate with money you can afford to risk

COMPLETE DEVELOPMENTS LLC.

2430 Parkman Road NW, Warren, Ohio, USA, 44485 • TEL: 1-866-560-9910 • FAX: 1-330-395-8705

Long Term Program

Program Cycle: 12 Months

Minimum Amount: \$50,000

Interest: 10% per month

Payment: Participant will receive their 10% Interest payment on the 1st or 15th of each month of the cycle

Guarantees: 80% of your Amount is guaranteed in the case of losses

Amount: Will be repaid with the last interest payment at the end of the cycle

Example:

Amount: \$50,000

Interest: \$50,000 @ 10% = \$5,000

Payments: \$6,000 each month of the cycle, on the 1st or 15th for a total of \$60,000

Amount: Repaid with the last Interest payment.

Notes:

- Monthly payments will be issued on the 1st or the 15th of the month depending on the actual participation date in the program
- Withdrawal from the program prior to the end of the cycle is prohibited
- Amount must be in increments of \$1000s
- Bank Fees are also applicable when receiving a money Wire Transfer
- CDL reserves the right to reject an application to preserve the viability and longevity of its programs.
- The size of the participation amount will determine the transfer rate of funds into trading and therefore affect the payouts of the Interest Payments.

New Program Cycles are subject to change or cancellation without notice

Only participate with money you can afford to risk

COMPLETE DEVELOPMENTS LLC.

2430 Parkman Road NW, Warren, Ohio, USA, 44485 • TEL: 1-866-560-9910 • FAX: 1-330-395-8705

ACCOUNT APPLICATION-PLEASE PRINT LEGIBLY

This application is made on the _____ day of _____ 200__.

Amount: \$ _____ (80% of the Amount is Guaranteed in the case of losses)
(\$1,000 Increments only)

Select the Program you want to participate in:

Initials

3 - Month – 5% Interest per month – \$10,000 - \$19,000

6 - Month – 8% Interest per month – \$20,000 - \$250,000

12 - Month – 10% Interest per month – Minimum \$50,000

Return Amount at the end of the Cycle?: Yes No

(If No, use the Roll-Over Application Form to apply for your next Program prior to the 30 days prior to the end of the current cycle)

I have read, understood and accepted the Terms and Conditions of Participation in the programs and I understand the risks involved.

Signature: _____ Date: _____

Company Name: _____

Contact Name: _____ (Please Print)

Address: _____

Phone: _____ Fax: _____

Email: _____

Are you a new Member?: Yes No Member #: _____

Send Participation Confirmation by: EMAIL FAX Reg. MAIL

Send Wire Transfer Confirmation by: EMAIL FAX Reg. MAIL

Interest Payments

Interest Payments are made by Bank Wire Only. (US\$50 charge applies to each wire)

Name on the Account: _____
(As it appears on a Bank Statement)

Bank or Financial Institution: _____

Address: _____

City/State/Postal Code: _____

Telephone: _____

ABA Routing/Swift Code _____
(Circle the Applicable Term)

ABA Routing/Swift Code: _____
(Circle the Applicable Term)

Transit No: _____ Institution. No: _____ Account Number: _____
(5 Digits) (3 Digits)

Beneficiary Information

Name: _____

Address: _____

Telephone: _____ Email: _____

I was referred by

Name: _____

Address: _____

Required Documents to accompany the Application Form

- ____ Government Issued Identification (Drivers License or Passport)
- ____ Utility Bill showing Address (Electricity, Gas, Water)
- ____ Signed Terms and Conditions of Participation

Fax Application Form and required Documents to - 1-330-395-8705

(Pictures must be of good quality when received or application processing will be delayed)

New Program Cycles are subject to change or cancellation without notice

COMPLETE DEVELOPMENTS LLC.

2430 Parkman Road NW, Warren, Ohio, USA, 44485 • TEL: 1-866-560-9910 • FAX: 1-330-395-8705

TERMS AND CONDITIONS OF PARTICIPATION

- 1) Complete Developments LLC (CDL) reserves the right to cancel any running 3, 6 or 12 month programs during its cycle without notice, at which point your original Amount and interest earned to the closest CDL payout cycle (1st or 15th) will be paid to you.
- 2) Participation is by invitation only.
- 3) No cash, checks or Bank Drafts will be accepted. Money must be wired from an accredited Bank Account.
- 4) Program Participants attempting to or found to be participating in money laundering will have their funds held and their identity along with the details of the incident will be forwarded to the appropriate authorities.
- 5) Interest payouts will be wired to the Bank Account from which the Amount originally came.
- 6) The original Amount will be repaid with the last interest Payout.
- 7) Eighty percent (80%) of the original Amount is guaranteed in the case of losses
- 8) All Interest and original Amount payments are subject to Bank wire transfers and Check registration fees.
- 9) There is no compounding of interest earned.
- 10) All funds are in U.S. dollars.
- 11) The information provided by Complete Developments LLC. (CDL.) is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject CDL or its partners or affiliates to any registration requirement within such jurisdiction or country.
- 12) CDL does not constitute a public offer to sell or a public solicitation of an offer to participate in alternative investments offered through CDL or its partners or affiliates, to buy or sell any private placements, or other financial instruments, or provide any investment advice or service. CDL is not a Financial institution.
- 13) Advertisements for the Programs or general solicitation must not be conducted by Participants
- 14) I understand that no other contracts will be binding, implied or otherwise.
- 15) Currency Trading involves high degree of risk because of the unpredictable nature of the prices of currencies and the high degree of leverage that is often obtainable in spot trading. The use of leverage can lead to significant losses as well as significant gains as small margin requirements can work against you as well as for you. I understand and accept the risks involved in Currency Trading.
- 16) Withdrawal from the program prior to the end of the cycle is prohibited once wired funds are received.
- 17) The individual who referred you to the program shall not be held responsible should any losses occur.
- 18) CDL is governed by under the laws of the State of Delaware, State of Ohio in United States of America
- 19) CDL and its programs are not offered in any jurisdiction where it is illegal to do so.

Signature: _____ Date: _____

Name: _____ (Please Print)

EXHIBIT 4

Managed FOREX Accounts . . .



A sound strategy for above-average returns

What is the FOREX Market?

- FOREX stands for Foreign Exchange.
- The electronic market where currencies are traded 24 hours/day, 6 days/week.
- The largest financial market in the world with daily average turnovers of almost US \$1.5 trillion.
- The world's largest liquid but least understood market.
- Prior to 1999, only large financial institutions, corporations, central banks and the extremely wealthy had access.

Fast Facts:

Australia has used currency trading to significantly reduce its national debt.

In the third quarter of 2004, Berkshire (Warren Buffet) made 412 million trading foreign exchange (EUR/USD).

In 2003, DaimlerChrysler made most of their profit from Forex trading, than from auto sales.

For more information contact:
Global Strategic Marketing Inc.
info@gsminc.ca
416-469-5959

COMPLETE DEVELOPMENTS LLC



Wealth Creation . . .

*To achieve Financial Prosperity the average person must:
Have a plan.
Evaluate financial strategies.
Act on appropriate opportunities.
Use other people's knowledge.*



is the result of deliberately implementing sound financial strategies.

Program Features

- Offered in 3, 6 & 12 month cycles
- 80% of the principal is guaranteed
- Funds must be wired from an accredited financial institution
- Interest payouts are made monthly and the principal returned at the end of the cycle
- Payouts made by cheque or wired to the account from which the principal was originally sent
- Payouts are made on the 1st or 15th of the month



COMPLETE DEVELOPMENTS LLC

Programs

Short Term Program
3 month cycle / US\$1,000 minimum principal
7% interest per month

Short Term Program for Investment Clubs
3 month cycle / US\$10,000 minimum principal
8% interest per month

Mid Term Program
6 month cycle / US\$20,000 minimum principal
10% interest per month

Long Term Program
12 month cycle / US\$50,000 minimum principal
12% interest per month



Program Participation

- Read Terms and Conditions of Participation
- Complete and fax application to CDL with
 - proof of identity
 - proof of address
 - signed terms and conditions of participation
- Receive application confirmation
- Wire transfer the principal to CDL
- Receive wire transfer confirmation
- Receive monthly interest payouts

FREQUENTLY ASKED QUESTIONS



Can money be made through Currency Trading?

A: Banks, governments, large corporations, Hedge Funds and the rich have been doing it for years.

How is the money made in the FOREX market and can I do it myself?

A: Yes, you can do it yourself. One currency is bought relative to another. Example: The Canadian Dollar vs. the United States Dollar. If the belief is that the US dollar will weaken due to economics or other factors, they could sell the US Dollar and if the dollar does in fact weaken, a profit would be made.

Who is it that actually does the trading?

A: Complete Developments LLC (Warren, Ohio USA)

Who is Complete Developments LLC (CDL)?

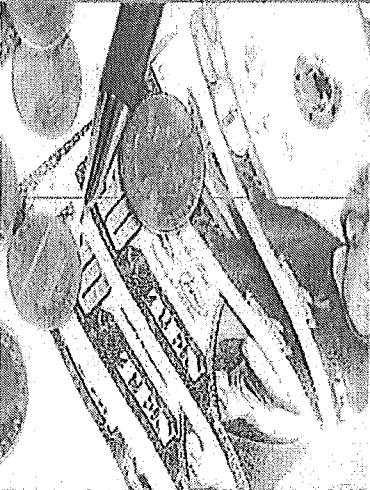
A: CDL is a foreign exchange (FOREX) trading company incorporated in Delaware USA. The principal has been involved in currency trading for over 3 years. His team currently consists of traders, analysts and market watchers.

How long have the programs existed in their current form?

A: CDL has been offering memberships in Canada since Fall 2006, however the programs in their current forms (7-12%, 3,6 & 12 month terms) have been available since January 2007.

How can CDL afford to pay these returns when the big banks cannot?

A: To begin with we believe the big banks could. However they choose not to. CDL trades in the foreign exchange market where a daily return of 50-100% is not unheard of. While these returns are great, a more sustainable figure of 1-3% per day is realistic and sustainable.



What are the risks?

A: Bad trade could wipe out 20% of principal.

How does/can CDL guarantee 80% of principal will be returned in the event of losses?

A: At any given time, no more than twenty (20%) percent of funds will be used in trading. Thus 80% of your funds will sit in the trading account.

Are the returns compounded?

A: Compounding interest is not offered.

How are the programs running?

A: All Members are receiving their interest payouts monthly and Principals have been returned to those who have completed their program cycles.



EXHIBIT 5

Patrick Cole

From: Patrick Cole [ppcole@rogers.com]
Sent: February-27-07 11:30 PM
To: 'Kevin Harris'
Subject: RE: CDL Credibility
Attachments: Third Part Audit.jpg

Kevin,

I know your Accountant did not think much of our request for a third party audit of operations but I have attached an example of a Company that has done about \$100 million in business over the last 5 years but yet they use this strategy to establish credibility.

We are courting someone to be an affiliate of GSM who has a Database of wealthy investors who are looking for opportunities to grow their wealth. In our discussions the prime concern is being able to establish the credibility of CDL. The third party Audit and report as we suggest, will do such that and open many doors.

PriceWaterHouseCoopers/Deloitte & Touché have this Assurance Service. See attached or link below.

<http://www.pwc.com/extweb/service.nsf/docid/67BA24665AF2627D85256F8F002AF2E0>

Here is a list of CPA firms that are in Ohio. Check out those for area code 330.

<http://www.cpafrms.com/Firmlist/usa.cfm?RequestTimeout=300>

This is an important strategy in going after wealthier investors. Please let me have your thoughts.

Next week we have someone who is coming in with 100k for a year. That will meet have of your goal ☺

Patrick

----- Forwarded Message -----

From: PATRICK COLE <ppcole@rogers.com>
To: Kevin Harris <KEVMAJ1@aol.com>; Karen Starr <moneyngmnt@yahoo.ca>
Sent: Thursday, February 22, 2007 11:08:14 AM
Subject: CDL Credibility

Kevin/Karen,

As we have communicated many times, the biggest issue we face is convincing individuals that CDL and the programs are not a scam. Yes indeed this concern will gradually go away as Participants get paid and their Principals are returned. This unfortunately will take months and so we have a strategy that will eliminate scam-concerns and also move CDL to a whole new corporate level.

The strategy is two fold;

- a) engage a business consultant to put in place any missing pieces in anticipation for part b)
- b) engage a known Auditing Firm (PWC, Deloitte & Touche, etc) to perform an audit of CDL and produce a report similar to the attached.

The benefits are many and we will discuss further on Saturday but I wanted you to have this ahead of time so that you can think about it and maybe identify a Business Consultant & Audit Firm in or near Warren.

See you Saturday.

Regards,
Patrick

Date

"PWC" Letterhead

To whom it may concern,

PWC was contracted by CDL to perform a validation and audit of its operations for the purposes of establishing its reputation as a legitimate company offering Managed Forex Account services to Investors.

The validation and audit was conducted by a qualified staff Accountant on "March 15 -16th 2007". Our accountant had unrestricted access to company records and personnel during the process and all our questions were answered satisfactorily.

The results of the review are as follows.

- CDL is in the business of trading currencies in the Foreign Exchange (Forex) Market
- CDL has and currently offers Managed Forex Account services to participants.
- CDL has a valid corporate account for the purposes of Trading Currencies with

Interbank FX
3165 Millrock Drive
STE 300
Salt Lake City, UT 84121-4732
Toll Free US: 866.468.3739
International: 801.930.6800
Fax: 212.884.0609
<http://www.interbankfx.com>

- Records demonstrate that CDL trading strategies does not expose more that 20% of funds in the Brokerage Account to trading risks
- Records demonstrate that CDL has always met all its Interest payments commitments and repaid all Participant's Principals since it started offering its services ____ years ago
- Records demonstrate that CDL is a profitably company and has no outstanding legal liabilities
- CDL has the proper procedures in place to prevent the unauthorized access to and use of Participants funds held in the brokerage account
- Participants funds are segregated in different accounts from CDL's corporate funds
- Proper Accounting policies and Procedure govern the operation of CDL and it's services on a daily basis
- The proper policies and procedures exists and are being followed to ensure timely and accurate Interest payments to Participants
- CDL has contractual agreements with 3 full time currency Traders and two Market Analysts
- The Traders and Analyst have collectively over ____ years of experienced and have a demonstrated track record of trading successes with a weekly average minimum win-loss ratio of 85% over the last six months
- CDL has a state of the art technology which it uses to facilitate the trading of currencies
- CDL has a comprehensive business continuation plan in the case of any corporate emergencies

PWC is satisfied that CDL offers a legitimate Currency trading service. PWC is not endorsing or recommending the services of CDL to any Investor.

(Closing comments, etc...)

EXHIBIT 6

FROM :

FAX NO. :

Apr. 28 2007 11:21AM P1

Paul J Hawkins, CPA

1401 Maplewood St NW

Warren, Ohio 44483

(330) 392-2401

April 27, 2007

To Whom It May Concern:

I was contracted by Complete Development, LLC (CDL) to perform an audit of its operations for the purposes of establishing its reputation as a legitimate company offering Managed Forex Account services to investors.

The validation and audit was conducted by me personally on April 25 - 26, 2007. I had unrestricted access to company records and personnel during the process and all of my questions were answered satisfactorily.

The results of the audit are as follows:

- 1) CDL is a LLC registered in the State of Delaware.
- 2) CDL is in the business of trading currencies in the Foreign Exchange (Forex) Market.
- 3) CDL has and currently offers Managed Forex Account services to participants.
- 4) CDL has a valid corporate account for the purposes of trading currencies with:

Interbank FX
3165 Millrock Drive
STE 300
Salt Lake City, UT 84121-4732
Toll Free US: 866.468.3739
International: 801.930.6800
Fax: 212.884.0609

My findings also indicate the following:

- 1) Records demonstrate that CDL trading strategies does not expose more than 20% of funds in the Brokerage Account to trading risks.
- 2) Records demonstrate that CDL has always met all its interest payment commitments and repaid all participants principals since it started offering services approximately

FROM :

FAX NO. :


Apr. 28 2007 11:22AM P2

one year ago. Prior to that, the same criteria were met for individual investors for two years.

- 3) Records demonstrate that CDL is a profitable company and has no outstanding legal liabilities.
- 4) CDL has the proper procedures in place to prevent the unauthorized access to and use of participants' funds held in the brokerage account.
- 5) Participants' funds are segregated in different accounts from CDL's corporate funds.
- 6) Proper accounting policies and procedures govern the operation of CDL and its services on a daily basis.
- 7) The proper policies and procedures are being followed to ensure timely and accurate interest payments to participants.
- 8) CDL has contractual agreements with four (4) full-time currency traders and five (5) market analysts.
- 9) The traders and analysts have collectively over thirty seven (37) years of experience and have a demonstrated track record of trading successes with a weekly average minimum win-loss ratio of 85% over the last six months.
- 10) CDL uses state of the art technology to facilitate the trading of currencies.
- 11) CDL has a comprehensive business continuation plan in the case of any corporate emergencies. This plan includes a five- year exit strategy and is based on the level of participation by members.
- 12) Monthly interest payments are paid out of funds earned from currency trading and not from new investors' funds. Accordingly, CDL's operation is not a "Ponzi scheme."

I am satisfied that CDL offers a legitimate currency trading service. I am not endorsing or recommending the services of CDL to any Investor.

Paul J Hawkins, CPA



Warren, Ohio

EXHIBIT 7

From: customerservice@6k-cdl.com
To: jmurray@6k-cdl.com
Subject: URGENT: PLEASE READ LETTER REGARDING PAYOUTS AND BANKING ISSUES
Date: Fri, 8 Aug 2008 10:34:22 -0700

Dear Members,

In the last 6 months, we have had several issues with different banks refusing to accept interest payments and therefore closing different member's bank accounts for reasons that are never divulged to us. Thus, clients then have to change their Bank Account information all together.

We believe there are several reasons for this. The economic world and the powers that be, are trying to prevent crimes, such as money laundering, tax evasion and financing of terrorism to name a few. This is beginning to affect our programs.

We are working on a strategy to continue to provide the same type of service that we have always offered, however we would appreciate your patience while we deal with these issues, until this new strategy takes place.

We have started the August 1, 2008 payout process; however we ask for your patience as we deal with these Banking barriers that are enabling us to process these payouts in a timely manor.

Please have patience and accept our apologies. We expect to be back on track within the next two payouts. Our objective is to provide a safe and secure program for all those who want to continue to participate. Just as we have done for the past 4 years, without any obstacles.

Please do not hesitate to contact us if you require any further information.

Thank you,

CDL Customer Service

----- Original Message -----

From: customerservice@6k-cdl.com

To: customerservice@6k-cdl.com

Sent: Tuesday, August 12, 2008 2:54 PM

Subject: MEMBERSHIP LETTER: PLEASE READ

Dear C.D.L. Members,

Please note that as of Friday, August 15, 2008, C.D.L. will no longer be accepting new members.

We will not be accepting any further Roll-over Applications for programs ending after October 16, 2008.

If you have already sent in a Roll-over application for a program and have received confirmation of receipt from C.D.L.; you will still be honored for the program in which you have selected.

If you are planning on Rolling-over your program that ends on October 16, 2008, we are accepting Roll-over Applications until Friday, August 15, 2008. You have been given two extra days to send in your applications, as the October 16th Roll-over Convenience email stated a deadline of Wednesday, August 13, 2008.

We are not accepting Roll-over Applications for programs that are expiring between today and October 1, 2008, as the Application deadlines for those program end dates, have already past.

*****Therefore, October 16, 2008 Roll-over Applications are the only Roll-over Applications that C.D.L. will be accepting until Friday, August 15, 2008.**

*****No further Roll-over Applications are being accepted after August 15, 2008.**

****If you have already sent in a Roll-over Application, you will be honored in the program that you selected.**

*****We are not accepting Roll-over Applications for programs that are expiring between today and October 1, 2008, as the Application deadlines for those program end dates, have already past.**

Please do not hesitate to contact us if you require any further information.

Thank you,

CDL Customer Service

----- Original Message -----

From: customerservice@6k-cdl.com

To: customerservice@6k-cdl.com

Sent: Thursday, August 21, 2008 12:52 PM

Subject: Membership Letter August 20 2008

CDL Membership Letter: August 20, 2008

Dear Members,

Effective immediately, CDL will no longer be accepting funds into any of its programs. This is due to the current economic climate and banking scrutiny, as to pooling of funds to trade currency. Because CDL is contractually locked into currency trading, we can not offer any other avenues through the CDL format.

We will be issuing a more detailed letter by weeks end.

There are other very lucrative markets out there without all of the risk.

Furthermore, your funds are safe and we are making arrangements to return all of your principle and interest to date.

Please do not hesitate to contact us if you require any further information.

Thank you,

CDL Customer Service

----- Original Message -----

From: customerservice@6k-cdl.com

To: customerservice@6k-cdl.com

Sent: Thursday, August 28, 2008 9:52 AM

Subject: Membership Letter August 28, 2008

CDL Membership Letter: August 27, 2008

Dear Members,

As you all know CDL has had a spotless record. We are in the midst of issues that have arisen due to programs being shut down and banks not being cooperative when it comes to pooling of funds to trade currency. We have suspended all trading due to these issues.

Last month we were unable to make our normal wire transfer to make payouts. Due to banking issue that came about, because so many members had changed their bank account information and our policies were not adhered to regarding such activity. Consequently, 50% of the money that went out in the last two payouts had to come from our emergency reserve fund.

This type of activity has caused programs to have their assets seized, accounts frozen across the board and all members being investigated for money laundering. There is a great risk of this happening to us. We cannot ignore this situation any longer. We have been advised to get out of currency trading all together. Immediately!

CDL cannot offer any other type of programs. Our current contracts do not allow us to do so. We are putting together a strategy that will allow us to return all funds to members without exposing our accounts to the type of scrutiny that will get them shut down. Remember we didn't collect your money or distribute payouts in 1 large sum and if we try to return it in such a way, we will lose our accounts. We are not dealing with 1 account and a hundred thousand dollars. We are dealing with over a thousand accounts and millions of dollars. Sending out that kind of money would raise several red flags in the industry. We must continue with the same banking practices that we have always used.

We do not have a vehicle to transfer your funds into other companies. That would only expose those companies to the same type of scrutiny that CDL now faces. Banks don't have a problem with the other markets that some other companies do business in. We are working on a way to solve that problem for CDL also.

Some of you have been very encouraging over the past month. We thank you. Some of you have not. We knew this was a thankless job when we started it. We all were aware of the risk we were undertaking should something go wrong. We didn't twist your arm. You came to us. We were your best friends when things were going great. Some of you have been very rude to our staff. This is unacceptable. We are still doing our job. We are still here. We will

not run off. No one has lost money. Please remember, all it takes is 1 person to get the ball rolling and we could all be shut down completely. Have patience while we get thru this and we will all walk away winners. Otherwise we will all lose.

For some of us, this is all we have. Some of us put our life savings into this. Some of us put our children's college funds into CDL. Some of us went as far as to use CDL to pay their monthly bills. We are not condemning anyone. We were all advised not to participate with funds that we couldn't afford to lose. As of yet we have not lost funds. We want to keep it that way. Some members obviously didn't understand what we were here for. Not everyone will be invited to continue with us after we get thru this rough time.

As stated before, funds have already started being returned to members. We are not trading currency anymore, so we cannot offer interest to you at this time. Those members who have just joined us and have not received their first interest payment will have their principle returned soonest. We cannot transfer them to another company.

We cannot answer all of your individual emails. We will be monitoring them. Your concerns will be sent out in weekly updates as we get to the other side of this.

Thank you.

Regards,

C.D.L.

Please do not hesitate to contact us if you require any further information.

Thank you,

CDL Customer Service

From: customerservice@6k-cdl.com
To: customerservice@6k-cdl.com
Subject: Amended Attachment: September 5, 2008 Membership Letter
Date: Fri, 5 Sep 2008 10:56:09 -0700

CDL Membership Letter: September 5, 2008

Dear Members,

It would seem a lot of members did not receive our last update. We have had over 200 emails asking questions that were answered in the previous letter, dated **August 27, 2008**. We are sending out that letter again.

We cannot transfer your funds into another program. We do not have another program. We will not offer anymore CDL Forex programs. Our plan is to pay everyone out and then offer a more stable program, without all the risk. Some of you are in other programs that are still working fine. A lot of you are aware of programs that are not doing well or have completely disappeared. CDL does use the same payment processing that some other programs are using. Although we may share the same payment processor and have referred other programs, we do not own anything but CDL. The processors will not and can not switch you from one company to the next. Any other program that some of you may be participating in, has absolutely nothing to do with CDL ownership. We can not transfer your CDL funds into any other programs. Once you have been paid out, you may apply to any program you choose.

We would also like to let everyone know that payout's are continuing to go out. We intend to have everyone paid out as soon as possible. We are sending out as much as we can without raising any red flags. Sending us emails over and over again and the same people calling 15 times a day, is only slowing us down. We will get to the other side of this, with everyone's help.

Please read the attached letter again.

Please do not hesitate to contact us if you require any further information.

Thank you,

CDL Customer Service

----- Original Message -----

From: customerservice@6k-cdl.com

To: customerservice@6k-cdl.com

Sent: Friday, September 12, 2008 2:51 PM

Subject: Membership Letter September 12, 2008

CDL Membership Letter: September 12, 2008

Dear Members,

We have had some very impatient members create problems that have the potential to cause us to lose a whole lot more than just our bank accounts. For those members who have threatened us with law suits, we hope you understand that isn't going to solve your problem in a short period of time. The powers that be will start at the beginning and go through every account-yours and ours. They will make sure any money that you made over your original principle is returned to those who have not made their principle back yet. If there is anything left, it will go to the attorneys. This process will take a very long time. In the end we all lose. Let us do our job and we will all win.

The actions of some of our members have caused us to make some mandatory changes to how we are going forward with the pay outs. All pay outs will be in check only. No more wires will go through our accounts.

We must have written documentation for all transactions with permission to continue forward with your pay out and this process. If you want to hire legal counsel and pursue other means of collection then put that in writing so that we don't waste our time trying to take care of individuals who are only thinking of themselves. Feel free to write a letter expressing any and all concerns you may have and place it in the same envelope with your documentation.

The following documentation is mandatory. You must send it to our office at 2430 Parkman Rd. NW, Warren, Ohio 44485. It must have your name, address and member number on the outside of the envelope or it will not be opened. Your member number must be next to your name. If we can not match your member number to our system, the letter will be discarded. Everyone who sends in a letter will be contacted personally. If you chose to involve an attorney, we will send you the information to contact one of ours.

The following is required:

- 1) A clear color photo copy of the ID you used to join CDL.
- 2) Who referred you to CDL?

- 3) How many transactions you have done. (past and present transactions, account numbers, transaction numbers, principle amounts, starting dates, ending dates, interest made, interest expected had CDL kept going forward)
- 4) Note if you are using the same account that you started with. If your bank account has ever changed, you must give us both bank account numbers and when and why you changed your bank account.

We are requesting this information so that we may be fair and equitable to all of our members throughout the payout process.

Thank you.

Regards,

C.D.L.

Please do not hesitate to contact us if you require any further information.

Thank you,

CDL Customer Service

----- Original Message -----

From: customerservice@6k-cdl.com

To: customerservice@6k-cdl.com

Sent: Monday, September 22, 2008 2:22 PM

Subject: CDL Membership Letter September 22, 2008

CDL Membership Letter: September 22, 2008.

Dear Members

We thank you for your continued patience and cooperation. The letters of information in which we have requested have started to arrive at our office. Each and every one of you that have sent a letter will be personally contacted by one of our staff members. This will allow us to answer specific questions and better update you in regards to the status of your funds with CDL. Or, at that time, you can request to make an appointment to come to one of our offices. We appreciate your continued patience as we have a lot of members to contact. We have had several appointments with members in the past three weeks, and would like to give everyone the opportunity should they choose to do so. Please do not come to our offices unannounced, as we they have never been opened to the general public. You must have an appointment with an administrator, as the general staff can not answer any of your questions.

Some of our members have not received the weekly update email. If you know any members who have not been privy to any of the update emails, please make sure they receive this information so that they may also have their programs processed properly.

Please do not hesitate to contact us if you require any further information.

Thank you,

CDL Customer Service

----- Original Message -----

From: customerservice@6k-cdl.com

To: customerservice@6k-cdl.com

Sent: Tuesday, September 30, 2008 5:22 PM

Subject: CDL Membership Letter: September 30, 2008

CDL Membership Letter: September 30, 2008

Dear Members,

Again, we want to thank you all for your patience and cooperation. We have contacted many members and are continuing to do so. There are a lot of things going on that we cannot openly talk about in emails. Through telephone and personal face to face meetings, we are providing our membership with the vital information they need concerning their funds. Everyone will be contacted.

Please be informed that all personal contact information for company administrators is being directed to company servers and support staff in order to keep track of member's request. This information is being saved for future correspondence. Our company administrators are spending a lot of time in meetings and on the road managing the situation at hand. Certain safe guards are continuing to be put in place to protect everyone's funds whether those funds have been distributed to members or not.

We would like this process to move faster, so we are requesting that those members who would like to come to one of our offices for a personal face to face meeting to send us an email stating their intentions, instead of waiting for us to get to your letter. Please place "meeting request" in the subject header and send this email to customerservice@6k-cdl.com. You will be notified by phone to set up you meeting request.

Thank you.

----- Original Message -----

From: customerservice@6k-cdl.com

To: customerservice@6k-cdl.com

Sent: Tuesday, October 14, 2008 7:43 AM

Subject: CDL Memberhsip Letter: October 14, 2008

Dear Members,

We recently attempted a major wire transfer in order to do more payouts. That transfer was rejected and we have been notified that all of our bank accounts will be closed involuntarily on October 28, 2008. We have been told that if we attempt to do anymore wire transfers before that time, our accounts will be frozen among other things that we can not mention in a general email.

We understand that some of you are having major problems, because you are not receiving monthly payments anymore. We are all experiencing hard times at this point. Together we can all get thru this. There is only so much we can say to our membership.

What we can say is that CDL has been completely shut down and is in the process of selling all of its debt to another company that will contact you and help you to recover any available funds. Our new payment processor will be e-FAX Management. e-FAX is a administrative systems processing company only. e-FAX will coordinate information for us to and from our members. e-Fax will handle all communications and checks. This will be an in house process. There will be an attorney and an accountant to help them answer your questions. They (Michelle and Jenn) will contact each and every current member by telephone, before October 24, 2008. All communications to and from e-FAX will be recorded for quality assurance and accuracy. Please have your membership ID number available. We will work with them until all matters are resolved. The current CDL staff will continue to pursue options that allow you to eventually recover your funds. You may receive calls from e-FAX staff members from Monday thru Friday between the hours of 8am till 6pm est. CDL staff and e-FAX staff will absolutely not make or receive any calls during any other times or on holidays. Appointments are still being handled at the Warren, Ohio office.

We would also like to make it clear that we have put our funds protection strategy into complete effect. We are completely offshore and will make sure that the patient members will receive all of the funds due them. There will be no more interest paid on any monies. We are not making anything other than bank interest and that is not enough to cover the administration fees. We want to make it known that threatening us with criminal prosecution to collect monies owed is a crime and we will not even communicate with anyone who has done this or continues to do so. Those individuals will be hearing from our attorneys. We will make sure they are the last to get paid and if their actions cause us to lose everything, thanks to our protection strategy, all the rest of our members will still eventually receive their funds.

Just like everyone else in the worlds markets, we have had significant loses. Unlike a lot of programs, we have a way to recover. We cannot reveal our recovery in an email. We must protect our faithful members and ourselves. It is in everyone's best interest for you all to let us do our jobs.

Some things to remember, we are not going anywhere, we have secured a way for all members to recover their funds, we will deal with all allegations head on, we are protected and the remaining funds are protected for members, no matter how bad things get for us. I don't think all of our members can say the same for themselves.

We have helped a lot of people for a very long time. Now we ask that you let us finish what we started. By the time we decided that we could not continue the way we were going, we had lost 70% of our funds. We did some things wrong, but we also did a lot of things right. We took the remaining funds and placed them into our protection strategy. We can deliver funds to members starting in 3 months. We will be completely finished 6 months after that. Remember this is all being done by an independent third party. They will only handle general informational questions and payouts. They will not know any of our protection strategies.

The funds will be distributed by an offshore third party. Those funds can only be distributed with our authorization. We are doing it this way in order to make sure that our patient members will not lose any of their funds and so that the impatient ones cannot make everyone suffer. Their actions will not get them paid sooner or even at all. They will only make sure that the powers that be give us as hard of a time as possible. Maybe even try to cost us our freedom. In any case our protection strategy will do what it was designed to do. Protect your funds and get you paid.

We want to thank our patient members for their support and encouragement. We want you to know that it has not gone unnoticed. You will be rewarded.

Regards,

C.D.L.

Thank you,

CDL Customer Service

----- Forwarded message -----

From: <inquiries@iii3inc.com>

Date: Thu, Aug 21, 2008 at 10:17 AM

Subject: Membership Letter August 20, 2008

To: inquiries@iii3inc.com

I3 Membership Letter: August 20, 2008.

Dear Members,

Please note that as of September 15, 2008, all monthly programs for I3 will be closed. Therefore, if you would like to enter into one of our monthly programs, we must have your application by September 1, 2008. Also, your funds must be wired no later than September 8, 2008 to ensure they will be received by September 15, 2008.

After September 15, 2008 the Dubai Programs will be the only programs offered. Due to the overwhelming response to our Dubai Programs, we have decided that is it time to get out of the riskier markets.

*******HOWEVER, ALL CURRENT RUNNING PROGRAMS WILL REMAIN THE SAME AND CONTINUE TO PAYOUT ON A MONTHLY BASIS, AS PER YOUR WIRE TRANSFER CONFIRMATIONS.*****

****AS OF SEPTEMBER 15, 2008, WE WILL NO LONGER ACCEPT APPLICATIONS INTO THE ORIGINAL MONTHLY PAYING PROGRAMS. DUBAI PROGRAMS WILL ONLY BE OFFERED.**

Please do not hesitate to contact us if you require any further information.

Thank you,

I3 Customer Service

----- Forwarded message -----

From: <inquiries@iii3inc.com>
Date: Wed, Oct 1, 2008 at 5:04 PM
Subject: I3 Membership Letter- October 1, 2008
To: inquiries@iii3inc.com

I3 Membership Letter: October 1 , 2008

Dear Members,

We would like to inform you all that we can no longer meet the high interest rates that you have been use too and cannot do payouts at this time. We are experiencing a major audit due to several factors that have come up in the past 30 days. We thought we would have been through this by now, but we have been told it could take several more weeks. These issues along with our affiliation with other programs that are experiencing problems of their own and are now starting to trickle over into I3 and our biggest problem being that the banking industries instability is causing members to move funds elsewhere. Bringing those funds in and out before they were due has slowed down our complete money making program and has put us at odds with some of the projects and companies we invest with. Our banks have told us the only transactions that will not raise a red flag with them would be real estate related transactions. Some of our accounts have been closed. Basically, we took too much money through the banking system and didn't leave enough money to sit for any length of time. This gave them the opportunity to say that they don't like the way we have changed our banking practices and they will no longer provide us with their services.

We will be contacting everyone personally to determine what you would like to do with your funds. All issues will be addressed on a case by case bases. We will not send out general question answering emails.

All offshore programs and accounts will continue to do as they have done in the past. Those programs are not affected by the same situations that are breaking down the rest of our programs. Those funds are not subject to the same rules and regulations. It would be wise for any of you who have an offshore set up, to use it for the remainder of your transactions with us. As long as the owner of that account is the same as the owner of the account that we are presently using, you will be fine.

The Dubai programs are doing better than ever. We have secured conventional financing for several Dubai projects. We will stop excepting applications for the Dubai programs January 1st, 2009. If you plan to get into the Dubai programs, now is the time. We would also like to let you all know that we can accept monies into the Dubai programs directly to the UAE and Panama from many places around the globe. The Dubai programs can receive Euro's and can also payout in Euro's.

Please do not hesitate to contact us if you require any further information.

Thank you,

I3 Customer Service

----- Forwarded message -----

From: <inquiries@iii3inc.com>

Date: Wed, Oct 15, 2008 at 6:36 AM

Subject: RE: I3 Membership Letter: October 14, 2008

To: >

I3 Membership Letter: October 14, 2008.

Dear Members,

Due to major issues in our industry, we have moved completely offshore. In the beginning we made some money in forex. Months ago, we saw the writing on the wall and decided to go into international real estate and moved away from forex. This has turned out to be a very good move. All the worlds markets are suffering and people are losing everything. We have had to close all our US and Canadian bank accounts in order to save our remaining funds.

We have secured offshore real estate to protect those funds. We intend to hold this real estate for the next 6 months to a year in order to recover from our loses due to forex and other program failures. Pulling the money out of theses properties early would cause us to lose everything. We will start selling off properties in 3 months, so that we may start paying people out. We know a lot of you have been living off of the monthly payments that you are use too. We will not be offering anything close to those programs, in the future.

We have hired a the e-FAX payment processing company to carry out the duties of communication and payments. We are pretty much following the same path as CDL. We will also be helping CDL recover from its debt as soon as possible. e-FAX will contact each and every member by telephone during the next 2 weeks. There is an attorney and an accountant on call, to help them answer all of your questions.

We will still be looking for money making opportunities. We know that some of you have been hit with hard financial times and we understand this. I3 and CDL are two separate companies. We intend to partner up with other programs that are still successful. Right now we believe the only legitimate programs that we see working at this time, are the Dubai programs. Some of you have seen this also and have decided to participate in these programs. This would be the only money making opportunity that we recommend at this time.

We want to thank all the patient members. For those of you, who chose to pursue their funds thru other means, you can be sure this will not get you your funds faster or even at all for that matter. It would be better for all of us, if you are patient and let us do our job.

Regards,

Please do not hesitate to contact us if you require any further information.

Thank you,

I3 Customer Service

From: i3-cdl@6k-cdl.com
To:
Subject: CDL/I3 LETTER FROM THE COMPANY
Date: Thu, 29 Jan 2009 07:22:07 -0700

To all CDL / I3 members,

We are still here working hard to make sure we can all recover our funds. We can no longer use the third party processors, because there has been legal action taken by some of our members. Those of you who are still waiting patiently will have their situations dealt with first. Checks will start going out this week. Our means of distribution is not set in stone. We do not know how much we can issue each month. We will negotiate each members payout. All negotiations will have to be signed off by our attorney John Chaney. We will contact each and everyone of you to go over your file. We will make a determination of repayment at that time. Any situations that can not be resolved by us working together, will automatically be turned over to attorney John Chaney.

We have to be very careful. The declining world market has all but destroyed our bottom line. We have a strategy in place to continue making a return on our remaining funds. We will manage those funds in a way as to keep cash flowing to our members every month. We want to get everyone principle back to them. Once this happens, we will be shutting down. These payouts will be based on the laws that are available to us when dealing with these types of situations.

We would like you all to understand that this is very hard on our company and families. When things were going good, everyone was happy and we had no issues. Now things are bad all over and everyone is scared they are going to loose all their money. We can not give specifics on payouts. Every piece of information that we gave to our members has been used against us in more ways then we care to count. All legal cases against us were brought forward with information that we released to members in order to keep our people current on what we were doing to secure our members funds. Now a few members have made it bad for the rest of us and worse for themselves.

In order to save money, we have to completely change the way we operate. We do not have anymore staff. We will be terminating our last office lease at months end. We do not have the staff to respond to anymore individual emails. We will do 95% of our business on the phone. We will release a new phone number in the next 10 days. Our personal numbers will no longer be used for business purposes.

We are doing everything we can to stay afloat. We know that the economy will bounce back. We don't know when. With your help, we can stick around long enough to take advantage of the economic turn around, when it happens.

Regards,

CDL / I3