



1           1.       Respondents stipulate to the issuance of the Desist and Refrain Order, in the form  
2 attached hereto as Exhibit A, ordering Respondents to desist and refrain from violating Corporations  
3 Code section 25110 (unqualified sales of securities), Corporation Code section 25210 (unlicensed  
4 broker-dealer activity), and Corporations Code section 25401 (misrepresentation or omission in the  
5 offer and/or sale of securities).

6           2.       Respondents hereby waive all rights to any hearing or appeal of the Desist and  
7 Refrain Order, including that provided by Corporations Code sections 25532, subdivision (d), and  
8 25609, and to any and all review by a court of law, including that provided by California  
9 Government Code sections 11523, in relation to the Order for violations of Corporations Code  
10 sections 25110, 25210, and 25401, for the unlicensed brokering-dealing of unqualified non-exempt  
11 securities by means of material misrepresentation and/or omission of material fact.

12          3.       Respondents stipulate and agree to the finality of the Order and acknowledge that the  
13 Order remains in full effect and is a public record.

14          4.       Respondents understand and agree that this Stipulation shall not limit the ability of  
15 the Commissioner to bring any administrative or civil action to enforce compliance with the Order  
16 attached hereto or seek penalties for its violation.

17          5.       Respondents stipulate that the delivery to the Respondents by the Commissioner via  
18 certified mail of the executed Desist and Refrain Order issued by the Commissioner at the addresses  
19 on said order shall constitute valid service of the Order.

20          6.       Respondents acknowledge that remedies for violations of the California Corporate  
21 Securities Law of 1968 are not exclusive and may be sought and employed in any combination to  
22 enforce the purpose and provisions of this law.

23          7.       Respondents agree that nothing in this Stipulation shall preclude the Commissioner,  
24 or her agents or employees, to the extent authorized by law, from assisting or cooperating in any  
25 investigation and/or action brought by any other federal, state or county agency. Respondents  
26 further agree that this Stipulation shall not bind or otherwise prevent any other federal, state or  
27 county agency from the performance of its duties.

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1           8.       Respondents enter into this Stipulation voluntarily and without coercion and  
2 acknowledge that no promises, threats or assurances have been made by the Commissioner or any  
3 officer, or agent thereof, about this Stipulation.

4           9.       This Stipulation is the final written expression and the complete and exclusive  
5 statement of all agreements, conditions, promises, representations, and covenants between the parties  
6 with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements,  
7 discussions, negotiations, representations, and understandings between and among the parties, their  
8 respective representatives, and any other person or entity, with respect to the subject matter covered  
9 hereby.

10          10.       In that the parties have had the opportunity to draft, review and edit the language of  
11 this Stipulation, no presumption for or against any party arising out of drafting all or any part of this  
12 Stipulation will be applied in any action relating to, connected to, or involving this Stipulation.  
13 Accordingly, the parties waive the benefit of Civil Code section 1654 and any successor or amended  
14 statute, providing that in cases of uncertainty, language of contract should be interpreted most  
15 strongly against the party who caused the uncertainty to exist.

16          11.       This Stipulation shall become effective upon delivery to Respondents pursuant to  
17 paragraph 5 herein.

18          12.       This Stipulation may be executed in one or more separate counterparts, each of which  
19 when so executed, shall be deemed an original but all of which, together, shall be deemed to  
20 constitute a single document. This Stipulation may be executed by facsimile signature, and any such  
21 facsimile signature by any party hereto shall be deemed to be an original signature and shall be  
22 binding on such party to the same extent as if such facsimile signature were an original signature;  
23 and,

24          13.       Each signator hereto covenants that he or she possesses all necessary capacity  
25 and authority to sign and enter into this Stipulation.

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Dated: 11/13/13

JAN LYNN OWEN  
Commissioner of Business Oversight

By \_\_\_\_\_  
MARY ANN SMITH  
Deputy Commissioner

More Assets, Inc. and BITM, S.A.

Dated: 10/26/13

By \_\_\_\_\_  
Carter Hernandez, individually and on behalf of More  
Assets, Inc, and BITM, S.A.

More Assets, Inc. and BITM, S.A.

Dated: 11/7/13

By \_\_\_\_\_  
Hector Rangel, individually and on behalf of More  
Assets, Inc, and BITM, S.A.