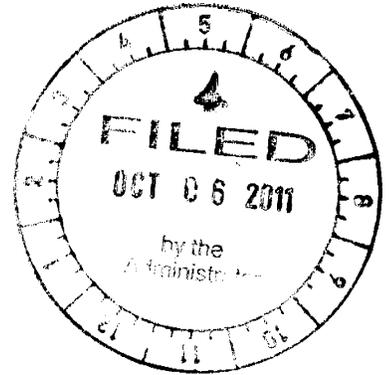


STATE OF OKLAHOMA  
DEPARTMENT OF SECURITIES  
FIRST NATIONAL CENTER, SUITE 860  
120 NORTH ROBINSON AVENUE  
OKLAHOMA CITY, OKLAHOMA 73102



In the Matter of:

Lloyds Capital Group, LLC,  
Thomas W. Yoos, Jr., and  
Mindy Kay Buxton.

Respondents.

ODS File No. 09-059

AGREEMENT

**THIS AGREEMENT** is entered into by and between Lloyds Capital Group, LLC (“LCG”), Thomas W. Yoos, Jr. (“Yoos”), Mindy Kay Buxton (“Buxton”) and the Administrator (“Administrator”) of the Oklahoma Department of Securities (“Department”) as of the Effective Date set forth below.

Pursuant to the Oklahoma Uniform Securities Act of 2004 (“Act”), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (Supp. 2009), an investigation was conducted by the Department into the activities of LCG, Yoos and Buxton (collectively, the “Respondents”) in connection with the offer and sale of securities in and/or from Oklahoma. The Department’s investigation revealed that:

- (a) LCG was an Oklahoma limited liability company based in Yukon, Oklahoma, that was formed on or about October 24, 2006, and became inactive on September 1, 2009.
- (b) Buxton, an Oklahoma resident, was the owner, president, initial manager and capital contributor of LCG.
- (c) Yoos, an Oklahoma resident, was the strategic planner and day-to-day operator of LCG.
- (d) Through Yoos and others, LCG offered and sold interests in managed trading accounts to investors who each opened an account at a designated brokerage firm, authorized LCG to trade foreign currency on the spot market in the account through the grant of a limited power of attorney, and agreed to pay LCG monthly performance fees of up to 50% based upon the profit earned in the account. The designated brokerage firms included PFG Best, Dukascopy and Alpari (UK).

- (e) The interests in the managed accounts are securities in the nature of investment contracts as defined by Section 1-102 of the Act.
- (f) These securities were offered and sold by LCG from Yukon, Oklahoma.
- (g) The securities have not been registered under the Act and no filing to claim an exemption or exception from registration has been filed under the Act.
- (h) From 2007 to 2009, LCG received over \$226,000 in compensation in the form of rebates, commissions, and performance fees in connection with the managed accounts.
- (i) Respondents were not registered in any capacity under the Act.

Respondents desire to expeditiously settle this matter without the adjudication of any issue of law or fact and without admitting or denying a violation of the Act. Respondents voluntarily waive their right to a hearing provided by the Act, the Rules, and the Oklahoma Administrative Procedures Act and any right to appeal.

The undersigned parties hereto agree as follows:

1. **Jurisdiction.** The Administrator has jurisdiction over Respondents and the subject matter of this action.
2. **Consideration.** In consideration for this Agreement, the Administrator will not take further action against Respondents in connection with the above-described offer and sale of investment contracts issued by LCG from 2007 to 2009.
3. **Compliance with the Act.** Respondents shall comply with all provisions of the Act, and successors to the Act, in connection with offers and/or sales of securities in and/or from the state of Oklahoma.
4. **Civil Penalty.** Respondents shall, jointly and severally, pay a civil penalty in the amount of \$7,500.00 to Oklahoma's investor education program within thirty (30) days of the Effective Date of this Agreement. The civil penalty shall be paid by check, cashier's check, or money order payable to the "Oklahoma Department of Securities Investor Education Revolving Fund" and shall be received on or before the date it is due, at the following address: Oklahoma Department of Securities, 120 North Robinson Avenue, Suite 860, Oklahoma City, Oklahoma 73102. The payment or correspondence included with the payment shall reference ODS File No. 09-059.
5. **Public Record.** Respondents acknowledge and understand that this Agreement is a public record that will be available for public examination pursuant to Section 1-607 of the Act.

6. **No Coercion.** Respondents enter into this Agreement voluntarily and without any duress, undue influence, or coercion by the Administrator, any employee of the Department, or any member of the Oklahoma Securities Commission.
7. **Limitation on Agreement.** Nothing in this Agreement shall prohibit the Administrator from furnishing information to any other properly constituted agency or authority. In the event any other agency or authority commences an action in connection with information obtained by the Administrator against Respondents, the Administrator may assist in such action as authorized by law.
8. **Failure to Comply.** If Respondents fail to comply with Item 4 above, the Administrator may issue an order, without prior notice to Respondents or any opportunity for hearing or any right to appeal, barring Respondents from transacting business in or from Oklahoma as an agent, issuer, broker-dealer, investment adviser representative, and investment adviser, as those terms are defined in the Act, or otherwise offering or selling securities in or from Oklahoma, until the civil penalty has been paid in full. Within thirty (30) days of the Department's receipt of the civil penalty and a written request to vacate the order, the Administrator will vacate the order barring Respondents from transacting business in or from Oklahoma as an agent, issuer, broker-dealer, investment adviser representative, and investment adviser, or otherwise offering or selling securities in or from Oklahoma.

If Respondents fail to comply with any other provision this Agreement, the Department may initiate an action against Respondents as authorized by law.

9. **Entire Agreement.** This writing constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by each of the parties hereto.
10. **Applicability.** This Agreement applies only to the activities of Respondents in connection with the offer and sale of securities, in the nature of investment contracts, issued by LCG, as described above.
11. **Effective Date.** This Agreement shall be effective as of the date on which it is signed by the Administrator as set forth below his signature hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date and year set forth below their signatures hereto.

LLOYDS CAPITAL GROUP, LLC

By: Mindy Buxton

Title: member

Date: 10/3/11

Address: 13300 Big Cedar Tr.  
Yukon, OK 73099

MINDY KAY BUXTON

Mindy Kay Buxton

Date: 10/3/11

Address: 13300 Big Cedar Tr.  
Yukon, OK 73099

THOMAS W. YOOS, JR.

[Signature]

Date: 10/3/11

Address: 13300 Big Cedar Trail  
Yukon, OK 73099

IRVING L. FAUGHT, ADMINISTRATOR  
OKLAHOMA DEPARTMENT OF SECURITIES

[Signature]

Date: October 6, 2011