

Mesa Holdings, Inc.
8585 West 78th Street, Suite 210
Minneapolis, MN 55438

Oxford Global FX
1900 LaSalle Avenue
Minneapolis, MN 55403

Attention: Tom Richardson
Chief Operating Officer

Re: Commitment Letter

This letter serves as a commitment letter between Oxford Global FX (“Oxford”) and Mesa Holdings, Inc./Mesa Financial Advisors, Inc. (“Mesa”) for a strategic partnership under the terms and conditions outlined below.

Oxford commits to provide Mesa the following:

1. On or about 8th of September 2008, Oxford will make a \$500,000 investment in Mesa’s Zero Coupon Convertible Promissory Note. Oxford will select its preference for the duration of the note by selecting either the 2-Year or 5-Year option.
2. Oxford will make a common equity investment in Mesa in the total amount of \$6,153,250, per the valuation terms previously agreed-upon. Oxford will make three installments totaling \$6,153,250 per the schedule below:
 - a. On or about 1st October 2008, Oxford will invest \$2,000,000;
 - b. When Mesa referrals’ reach Assets under Management to Oxford at \$10 Million, Oxford will invest an additional \$2,000,000, to be on or about November 1, 2008.
 - c. When Mesa referrals’ reach Assets under Management to Oxford at \$20 Million, Oxford will invest an additional \$2,153,250, to be on or about December 1, 2008.

Oxford will provide Mesa whatever technical training or administrative support required in the development of Mesa’s new Alternative Investments Platform.

Mesa commits to provide Oxford with the following:

1. Starting September 8, 2008, Mesa will develop forthwith, an Alternative Investment Sponsorship Program with Oxford’s “Global Enhanced Return Strategy” as the inaugural and core product offering. The Program intends to facilitate the presentation of the “Global Enhanced Return Strategy” to high net worth individuals through Mesa’s

wholly-owned SEC-Registered Investment Advisor Affiliates. The target Assets Under Management ("AUM") for this program will be in the 10-20% range of Mesa Financial Advisors, Inc. total affiliates' AUM. As Mesa assets grow, the range will increase with the growth of Mesa affiliates AUM.

2. Starting September 8, 2008, Mesa and Ed Baker will seek to establish a second distribution channel for the "Global Enhanced Return Strategy" by sponsoring and endorsing the product to its investors, shareholders, other strategic partners, non-affiliated Registered Investment Advisors, and other personal/professional contacts. Mesa and Ed Baker intends to introduce Oxford to potential investors in the "Global Enhanced Return Strategy" and secure at least \$20 Million Assets under Management by December 31, 2008 and additional \$100 Million Assets under Management in 2009. The assets under management targets will include non-affiliated referrals and Mesa affiliates on a combined basis for tracking AUM targets for future investments by Oxford..
3. Mesa will provide Oxford the stated investment return detailed in the Zero-Coupon Convertible Note Subscription Agreement.
4. In exchange for Oxford's common equity investment of \$6,153,250, Mesa will provide Oxford with 8,890,672 Common Equity Shares of Mesa Holding, Inc., allocated with each equity investment. If Oxford's common equity investment reaches \$18,000,000, Oxford will receive shares to increase its total common equity shares to 11,999,620 shares (24% of outstanding shares when distributed to Oxford) and 9,695,000 Preferred Shares (to be determined at the time of issuance a % in debt and Preferred Shares and any conversion terms). The debt will carry affiliate stock as collateral for monies used to acquire new firms.
5. Oxford will have a Right of First Refusal on any additional equity contributions by other parties or individuals to Mesa for Common or Preferred Equity, as long as the above capital contributions schedule has been met by Oxford if Mesa hits its targets for AUM..

AGREED and ACCEPTED for Mesa Holdings, Inc. and Mesa Financial Advisors, Inc.



L. Edward Baker, Chief Executive Officer

9-8-08
Date

AGREED and ACCEPTED for Oxford Global FX



Tom Richardson, Chief Operating Officer

9/8/08
Date

3. G5 Currency Fund – Institutional Series, LP and G5 Currency Fund – Affiliate Series, LP (collectively referred to as “Baker Currency Funds”) are investment vehicles operated by Baker Capital LLC, a Delaware limited liability company owned and operated by Defendant Baker. Baker Capital LLC purports to be the General Partner of the Baker Currency Funds, Delaware limited partnerships sold via private placement memoranda. Defendants do business in Hennepin County, Minnesota.

4. Baker 500 Corporation is owned and operated by Defendant Baker. Baker 500 Corporation has acted as the Investment Advisor for one or more of Cook’s accounts with the Baker Currency Funds.

5. Mesa Holdings, LLC, Mesa Holdings, Inc., Mesa Financial Advisors, Inc., and Mesa Financial Advisors, LLC (collectively referred to as “ the Mesa Holdings Entities”) are Minnesota business entities owned and operated by Defendant Baker.

6. Mesa Holdings, Inc., is a holding company of SEC-registered investment advisor firms. Baker Capital LLC is the majority shareholder of Mesa Holdings, Inc.

COUNT ONE

(Breach of Contract)

7. Cook restates and realleges the above paragraphs of his Complaint as if fully set forth herein.

8. At all relevant times, Baker was acting as an agent for Baker Capital LLC and the Baker Currency Funds.

9. At all relevant times, Baker and Baker Capital LLC are alter egos of one another, and each are alter egos of the Baker Currency Funds.

10. At all relevant times, Baker and Baker 500 Corporation are alter egos of one another, and each are alter egos of the Baker Currency Funds and the Mesa Holding Entities.

11. At all relevant times, Baker and the Mesa Holding Entities are alter egos of one another, and each are alter egos of the Baker Currency Funds and Baker 500 Corporation.

12. In March 2009, Cook invested \$200,000.00 into the Baker Currency Funds (\$100,000.00 into each of the two above-identified currency investment funds) pursuant to the private placement memoranda for each of the funds.

13. The Baker Currency Funds allow for Cook to withdraw money from his accounts upon request. Moreover, Defendants advised Cook that his money would be available for withdrawal upon request.

14. Cook made requests to Defendants for withdrawal of his money from his accounts.

15. Defendants have refused to honor Cook's requests.

16. As of August 5, 2009, Defendants conceded that the value of Cook's investments in the Baker Currency Funds was \$207,728.75.

17. Despite this debt to Cook, Defendants have refused to pay him by falsely claiming that Cook owes Baker Capital LLC \$302,055.41 for expenses related to the establishment of the Baker Currency Funds.

18. Cook never agreed to pay Baker Capital LLC for expenses related to the establishment of the Baker Currency Funds, and thus Baker Capital LLC had no right to offset the monies admitted owed Cook.

19. The private placement memoranda of the Baker Currency Funds do not allow for offsets to withdrawals from the Baker Currency Funds.

20. Defendants and each of them therefore have breached their contract with Cook.

21. As a result of Defendants' breach of contract, Cook has incurred damages in an amount in excess of \$50,000.00.

COUNT TWO

(Conversion)

22. Cook restates and realleges the above paragraphs of his Complaint as if fully set forth herein.

23. Defendants' continued use of Cook's funds and failure to return Cook's funds upon his request represent an intentional conversion of Cook's property rights by wrongful use, act or disposition of Cook's funds that has proximately caused serious interference with Cook's property rights.

24. Cook has been damaged and will continue to be damaged by Defendants' wrongful conversion of Cook's funds and other property in an amount in excess of \$50,000.00.

COUNT THREE

(Breach of Fiduciary Duty)

25. Cook restates and realleges the above paragraphs of his Complaint as if fully set forth herein.

26. Defendants and each of them owed Cook a fiduciary duties and obligations in their capacity as investment advisors and/or fund administrators.

27. Defendants' fiduciary obligations to Cook included the duty to refrain from acting in self-interest at the expense of Cook.

28. Defendants and each of them breached their fiduciary duties owed to Cook by refusing legitimate withdrawal requests and misappropriating funds entrusted to them for investments.

29. As a direct and proximate result of Defendants' breach of their fiduciary duties to Cook, Cook has been damaged in an amount in excess of \$50,000.00.

COUNT FOUR

(Minnesota Securities Act, Minn. Stat. § 80A.40 *et seq.*)

30. Cook restates and realleges the above paragraphs of his Complaint as if fully set forth herein.

31. In about July 2009, Baker advised Cook that Cook's money in the Baker Currency Funds was in a 100% cash position and that all of Cook's funds in the Baker Currency Funds would be returned to Cook.

32. At the time Baker made these false representations of a past or present material fact, he knew the representations were false and that he did not intend to return Cook's money to him. Baker intended for Cook to rely upon his statements and not take any action to obtain the promised return of the money. As a result of Baker's false representations, Cook waited to take action to seek return of the money.

33. In August 2009, Baker admitted to Cook that he was keeping Cook's money. As a result of Baker's fraudulent activity, Cook has been damaged in that he has not received his money from the Baker Currency Funds.

34. On August 5, 2009, Baker wrote Cook falsely claiming that Cook owes Baker Capital LLC \$302,055.41 for expenses related to the establishment of the Baker Currency Funds.

35. Defendants violated the Minnesota Securities Act by employing devices, schemes and artifices to defraud; making untrue statements of material facts or omitting to state material facts necessary to make the statements made, in light of the circumstances under which they were made, not misleading; and engaging in acts, practices and a course of business that operated as a fraud or

deceit upon Cook in connection with the sale to Cook of the Baker Currency Funds.

36. On information and belief, Baker withdrew Cook's money from the Baker Currency Funds (a Union Bank of California account) to a bank account of the Mesa Holding Entities.

RELIEF REQUESTED

WHEREFORE, Plaintiff Trevor Cook respectfully requests that this Court:

A. Issue a Temporary Restraining Order preserving the status quo by ordering Union Bank of California to freeze any account belonging to any Defendant up to \$207,728.75, including but not limited to account numbers XXXXXX4100, XXXXXX4151, XXXXXX4178, XXXXXX4070.

B. Issue a Temporary Restraining Order preserving the status quo by ordering JP Morgan to freeze any account belonging to any Defendant up to \$207,728.75, including but not limited to account numbers XXXXX6805, XXXXX6797 and XXXXX6813.

C. Issue a Temporary Restraining Order allowing Cook to engage in expedited discovery to obtain information regarding the identification, location and value of any bank accounts owned by or under the control of any Defendant.

D. Issue a Temporary Restraining Order ordering that Defendants not dispose of the property or funds in or from Cook's accounts with Defendants or any entity over which Defendants exercise any control.

E. Issue a Temporary Restraining Order ordering that Defendants not dispose of any of Defendants' property or funds in which Cook holds any form of interest.

F. Issue a Preliminary and Permanent Injunction ordering that Defendants not dispose of the property or funds in Cook's accounts with Defendants or any entity over which Defendants exercise any control.

G. Issue a Preliminary and Permanent Injunction ordering that Defendants not dispose of any of Defendants' property or funds in which Cook holds any form of interest.

H. Award Cook compensatory damages, reasonable attorneys' fees, and pre-judgment interest based upon Defendants' conduct.

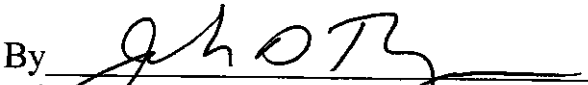
I. Award Cook such other and further relief as is just and equitable.

Plaintiff Cook demands a trial by jury on all issues triable by a jury.

Plaintiff Cook reserves the right to amend his Complaint to allege punitive damages.

Date: August 19, 2009

**OBERMAN THOMPSON & SEGAL,
LLC**

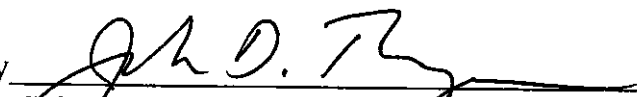
By 
John D. Thompson (#178676)
120 South Sixth Street, Suite 850
Minneapolis, MN 55402
Telephone: (612) 217-6447
Facsimile: (612) 217-6444
jthompson@otslawyers.com

**ATTORNEYS FOR PLAINTIFF
TREVOR COOK**

ACKNOWLEDGMENT

Plaintiff, through its attorneys, acknowledges that sanctions may be imposed pursuant to Minn. Stat. § 549.211.

Date: August 19, 2009

By 
John D. Thompson (178676)

VERIFICATION

I have read and reviewed the above Verified Complaint. I, Trevor Cook, verify under penalty of perjury that the factual averments in this Verified Complaint are true or, if averred on information and belief, are true to the best of

my information and belief based upon my information and the investigation by my counsel.

Dated: 8-19-09


Trevor Cook

Subscribed and sworn before me
this 19th day of August, 2009.


Notary Public



OBERMAN THOMPSON & SEGAL, LLC

Attorneys at Law

One Financial Plaza ■ 120 South Sixth Street, Suite 850 ■ Minneapolis, MN 55402
Phone 612.217.6440 ■ Fax 612.217.6444
www.otslawyers.com

Direct Line: 612.217.6447
E-mail: jthompson@otslawyers.com

August 21, 2009

VIA MESSENGER

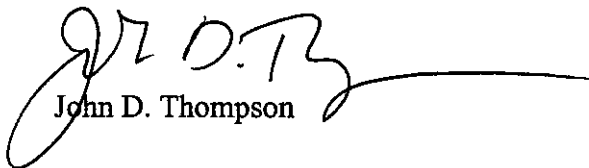
Paul Chestovich, Esq.
Maslon Edelman Borman & Brand, LLP
3300 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-4140

Re: Trevor Cook v. L. Edward Baker; Baker Capital LLC; G5 Currency Fund – Institutional Series, LP; G5 Currency Fund – Affiliate Series, LP; Baker 500 Corporation; Mesa Holdings, LLC; Mesa Holdings, Inc.; Mesa Financial Advisors, Inc.; and Mesa Financial Advisors, LLC

Dear Mr. Chestovich:

Enclosed is a copy of a lawsuit that Mr. Cook has been attempting to serve upon Ed Baker, Mesa Holdings and related entities. Would you accept service on their behalf? Please advise. Thanks.

Very truly yours,


John D. Thompson

JDT/rmf

Enclosures

cc: Trevor Cook (w/o encl)

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT
CASE TYPE: CONTRACT/TORT

Trevor Cook,)
)
 Plaintiff,)
)
 v.)
)
 L. Edward Baker; Baker Capital LLC;)
 G5 Currency Fund – Institutional)
 Series, LP; G5 Currency Fund –)
 Affiliate Series, LP; Baker 500)
 Corporation; Mesa Holdings, LLC;)
 Mesa Holdings, Inc.; Mesa Financial)
 Advisors, Inc.; and Mesa Financial)
 Advisors, LLC,)
)
 Defendants.)

Court File No. 27-CV-09-21495
(Hon. George F. McGunnigle)

**AMENDED COMPLAINT AND
JURY DEMAND**

As and for his Amended Complaint against Defendants L. Edward Baker, Baker Capital LLC, G5 Currency Fund – Institutional Series, LP, G5 Currency Fund – Affiliate Series, LP, Mesa Holdings, LLC, Mesa Holdings, Inc., Mesa Financial Advisors, Inc., and Mesa Financial Advisors, LLC, Plaintiff Trevor Cook (“Cook”) alleges as follows:

FACTS

1. Cook is an individual residing in Hennepin County, Minnesota.
2. Defendant L. Edward Baker (“Baker”) is an individual residing in the State of Minnesota.

3. G5 Currency Fund – Institutional Series, LP and G5 Currency Fund – Affiliate Series, LP (collectively referred to as “Baker Currency Funds”) are investment vehicles operated by Baker Capital LLC, a Delaware limited liability company owned and operated by Defendant Baker. Baker Capital LLC purports to be the General Partner of the Baker Currency Funds, Delaware limited partnerships sold via private placement memoranda. Defendants do business in Hennepin County, Minnesota.

4. Baker 500 Corporation is owned and operated by Defendant Baker. Baker 500 Corporation has acted as the Investment Advisor for one or more of Cook’s accounts with the Baker Currency Funds.

5. Mesa Holdings, LLC, Mesa Holdings, Inc., Mesa Financial Advisors, Inc., and Mesa Financial Advisors, LLC (collectively referred to as “the Mesa Holdings Entities”) are Minnesota business entities owned and operated by Defendant Baker.

6. Mesa Holdings, Inc., is a holding company of SEC-registered investment advisor firms. Baker Capital LLC is the majority shareholder of Mesa Holdings, Inc.

7. At all relevant times, Baker was acting as an agent for Baker Capital LLC and the Baker Currency Funds.

8. At all relevant times, Baker and Baker Capital LLC are alter egos of one another, and each are alter egos of the Baker Currency Funds.

9. At all relevant times, Baker and Baker 500 Corporation are alter egos of one another, and each are alter egos of the Baker Currency Funds and the Mesa Holding Entities.

10. At all relevant times, Baker and the Mesa Holding Entities are alter egos of one another, and each are alter egos of the Baker Currency Funds and Baker 500 Corporation.

11. In July 2008, Baker approached Cook in an effort to induce Cook into investing in Mesa Holdings, Inc. Baker represented that Mesa Holdings, Inc., was a holding company that owned five investment advisor firms registered with the Securities and Exchange Commission ("registered investment advisor" or "RIA" firms). Baker alleged that these five RIA firms had assets under management ("AUM") of \$1.2 billion and revenues of \$8.3 million.

12. Baker further represented to Cook in July 2008 that Mesa Holdings, Inc., was in the process of closing with six additional RIA firms that had AUM of \$920 million and revenues of \$7.52 million. Of these six RIA firms, two were represented as "In Closing," two were represented as "Term Sheet Signed," one was represented as "Term Sheet," and one was represented as "Due Diligence." Baker represented that Mesa Holdings, Inc., had an additional "robust pipeline" of acquisition targets in various stages of the acquisition process. This "pipeline" allegedly consisted of 28 "near term" prospects at various stages of the acquisition process, "from ongoing negotiations to final contracts preparation."

13. In September 2008, Baker represented to Cook that Mesa Holdings, Inc., owned six RIA firms with AUM of \$1.3 billion and revenues of \$9.5 million. Baker repeated that Mesa Holdings, Inc., had a "robust pipeline" of acquisition targets in various stages of the acquisition process. Baker represented that one acquisition, "Sunshine," had closed on August 1, 2008, and that another acquisition, "Birdie," would take place that month (September) and was "In Closing."

14. At about this same time, Cook sought assurances from Baker that Baker would not use any money that Cook invested to pay previous investors, but rather would use that money to finance future acquisitions. Baker assured Cook that he would not use Cook's money to pay previous investors, but would use Cook's money to finance future acquisitions.

15. At about this same time, Cook sought assurances from Baker that Baker would not use any money that Cook invested to pay a finder's fee related to Cook's investment. A son of one of Baker's employees had introduced Baker and Cook to each other, and Cook specifically asked Baker whether Baker was going to pay this individual a finder's fee or commission. Baker denied that he intended to use any of Cook's investment to pay this individual a finder's fee or commission.

16. In reliance upon Baker's representations, Cook invested \$3,550,000.00 in Mesa Holdings, Inc., from September 2008 through June 2009.

Cook received various paperwork evidencing these investments, including a "Subscription Agreement" and "Zero Coupon Convertible Promissory Note" purportedly issued by Mesa Holdings, Inc., in the amount of \$500,000.00. Cook also received a stock certificate certifying that he owns 2,889,748 shares of common stock in Mesa Holdings, Inc. (purportedly related to \$2 million of Cook's investment). Cook never has received paperwork relating to the other \$1,050,000.00 that he invested in Mesa Holdings, Inc. (\$500,000.00 in February 2009; \$300,000.00 in May 2009; \$250,000.00 in June 2009). These last three payments were intended to be 90-day loans, but Mesa Holdings, Inc., has not paid back any portion of these loans.

17. Silke Manlapaz, an individual associated with Defendants, has sent Cook an electronic mail message confirming receipt of the \$1,050,000.00 in funds for which Mesa Holdings, Inc., never provided any paperwork.

18. In March 2009, Cook invested an additional \$200,000.00 into the Baker Currency Funds (\$100,000.00 into each of the two above-identified currency investment funds) pursuant to the private placement memoranda for each of the funds.

19. The Baker Currency Funds allow for Cook to withdraw money from his accounts upon request. Moreover, Defendants advised Cook that his money would be available for withdrawal upon request.

20. Cook made requests to Defendants for withdrawal of his money from his Baker Currency Funds accounts.

21. Defendants have refused to honor Cook's requests.

22. As of August 5, 2009, Defendants conceded that the value of Cook's investments in the Baker Currency Funds was \$207,728.75.

23. Despite this debt to Cook, Defendants have refused to pay him by falsely claiming that Cook owes Baker Capital LLC \$302,055.41 for expenses related to the establishment of the Baker Currency Funds.

24. Cook never agreed to pay Baker Capital LLC for expenses related to the establishment of the Baker Currency Funds, and thus Baker Capital LLC had no right to offset the monies admitted owed Cook.

25. The private placement memoranda of the Baker Currency Funds do not allow for offsets to withdrawals from the Baker Currency Funds.

26. Cook also has demanded that Baker return his \$3.55 million in investments in Mesa Holdings. Baker has refused this request.

27. None of the potential acquisitions in Baker's "robust pipeline" closed after "Sunshine." Despite Baker's failure to close any of these deals, Baker never advised Cook of these failures prior to Cook's investment of monies in Defendants in 2009.

COUNT ONE

(Breach of Contract)

28. Cook restates and realleges the above paragraphs of his Complaint as if fully set forth herein.

29. Defendants and each of them therefore have breached their contract with Cook.

30. As a result of Defendants' breach of contract, Cook has incurred damages in an amount in excess of \$50,000.00.

COUNT TWO

(Conversion)

31. Cook restates and realleges the above paragraphs of his Complaint as if fully set forth herein.

32. Defendants' continued use of Cook's funds and failure to return Cook's funds upon his request represent an intentional conversion of Cook's property rights by wrongful use, act or disposition of Cook's funds that has proximately caused serious interference with Cook's property rights.

33. Cook has been damaged and will continue to be damaged by Defendants' wrongful conversion of Cook's funds and other property in an amount in excess of \$50,000.00.

COUNT THREE

(Breach of Fiduciary Duty)

34. Cook restates and realleges the above paragraphs of his Complaint as if fully set forth herein.

35. Defendants and each of them owed Cook a fiduciary duties and obligations in their capacity as investment advisors and/or fund administrators.

36. Defendants' fiduciary obligations to Cook included the duty to refrain from acting in self-interest at the expense of Cook.

37. Defendants and each of them breached their fiduciary duties owed to Cook by refusing legitimate withdrawal requests and misappropriating funds entrusted to them for investments.

38. As a direct and proximate result of Defendants' breach of their fiduciary duties to Cook, Cook has been damaged in an amount in excess of \$50,000.00.

COUNT FOUR

(Minnesota Securities Act, Minn. Stat. § 80A.40 *et seq.*)

39. Cook restates and realleges the above paragraphs of his Complaint as if fully set forth herein.

40. In about July 2009, Baker advised Cook that Cook's money in the Baker Currency Funds was in a 100% cash position and that all of Cook's funds in the Baker Currency Funds would be returned to Cook.

41. At the time Baker made these false representations of a past or present material fact, he knew the representations were false and that he did not intend to return Cook's money to him. The statements were made with the intent to deceive or defraud Cook. These statements were made in connection with the purchase or

sale of a security. Baker intended for Cook to rely upon his statements and not take any action to obtain the promised return of the money. Cook relied upon Baker's material misrepresentations by waiting to take action to seek return of the money.

42. In August 2009, Baker admitted to Cook that he was keeping Cook's money. As a result of Baker's fraudulent activity, Cook has been damaged in that he has not received his money from the Baker Currency Funds.

43. On August 5, 2009, Baker wrote Cook falsely claiming that Cook owes Baker Capital LLC \$302,055.41 for expenses related to the establishment of the Baker Currency Funds.

44. At the time Baker made this false representation of a past or present material fact, he knew the representations were false and that Cook did not owe these monies to him. The statements were made with the intent to deceive or defraud Cook. These statements were made in connection with the purchase or sale of a security. Baker intended for Cook to rely upon his statements and not take any action to obtain the promised return of the money. Cook relied upon Baker's material misrepresentations by waiting to take action to seek return of the money.

45. The statements alleged in Paragraphs 11-15 of this Amended Complaint above, and each of them, were false representations of past or present material facts. Baker knew that these representations were false when made. The

statements were made with the intent to deceive or defraud Cook. These statements were made in connection with the purchase or sale of a security. Baker intended for Cook to rely upon his statements by investing monies in Mesa Holdings, Inc. Cook relied upon Baker's material misrepresentations by investing over \$3.5 million in Mesa Holdings, Inc.

46. Defendants violated the Minnesota Securities Act by employing devices, schemes and artifices to defraud; making untrue statements of material facts or omitting to state material facts necessary to make the statements made, in light of the circumstances under which they were made, not misleading; and engaging in acts, practices and a course of business that operated as a fraud or deceit upon Cook in connection with the sale to Cook of the Baker Currency Funds.

47. On information and belief, Baker withdrew Cook's money from the Baker Currency Funds (a Union Bank of California account) to a bank account of the Mesa Holding Entities.

48. Defendants' failure to advise Cook that it had not closed any of its anticipated deals prior to further investments by Cook was a deliberate act of omission of material information done with the intent to deceive and defraud Cook, and to induce him into making further investments. Cook was deceived and defrauded by Defendants' material omission, which caused him to invest monies with Defendants, and suffer damages.

49. As a result of Defendants' material misrepresentations and omissions, and Cook's reliance thereupon, Cook has been damaged in an amount to be proven at trial but believed to be in excess of \$50,000.00.

COUNT FIVE

(Minn. Stat. § 302A.751)

50. Cook restates and realleges the above paragraphs of his Complaint as if fully set forth herein.

51. Mesa Holdings, Inc., is a Minnesota corporation.

52. Cook is a shareholder in Mesa Holdings, Inc.

53. One or more Defendants control the majority of shares of Mesa Holdings, Inc. Ultimately, the corporate entities are an alter ego for Baker.

54. Baker and the other Defendants have acted wrongfully and unfairly prejudicially toward the Defendant.

55. Baker and the other Defendants have misapplied or wasted Mesa Holdings, Inc.'s assets.

56. Defendants owed Cook certain duties and obligations as a minority shareholder.

57. Defendants breached and violated these duties and obligations owed to Cook because:

a. Defendants failed to act in an honest, fair and reasonable manner in the operation of Mesa Holdings, Inc.

- b. Defendants did not act in good faith and with fair dealing with Cook.
- c. Defendants did not act with loyalty.
- d. Defendants have acted inconsistently with the expectations of Cook.

58. Defendants have violated Minn. Stat. §302A.751.

59. Defendants have violated the standard of conduct of an officer pursuant to Minn. Stat. §302A.361.

60. Cook is entitled to the remedy of involuntary dissolution pursuant to Minn. Stat. §§ 302.A.751 and 302A.467.

61. As a proximate cause of the misapplication or waste of Mesa Holdings, Inc.'s assets, breach of duties and obligations, unfair prejudice, and violation of Minn. Stat. §§ 302A.751 and 302A.361, Cook seeks a judgment against Defendants for involuntary dissolution and wind-up of Mesa Holdings, Inc. (including making a final dollar amount distribution to shareholders at the end of the involuntary and wind-up process), temporary restraining order and temporary injunction and permanent injunctive relief, an accounting of Mesa Holdings, Inc., assets, an appointment of a receiver for Mesa Holdings, Inc., to dissolve and wind-up Mesa Holdings, Inc. (including controlling Mesa Holdings, Inc.'s assets and financial matters, controlling Mesa Holdings, Inc.'s management and operations and taking away from the shareholders all Mesa Holdings, Inc.'s operations, management, financial, and check signing control), attorneys fees, costs and disbursements and all other relief, legal or equitable deemed just and reasonable.

RELIEF REQUESTED

WHEREFORE, Plaintiff Trevor Cook respectfully requests that this Court:

A. Issue a Temporary Restraining Order preserving the status quo by ordering Union Bank of California to freeze any account belonging to any Defendant up to \$3,757,728.75, including but not limited to account numbers XXXXXX4100, XXXXXX4151, XXXXXX4178, XXXXXX4070.

B. Issue a Temporary Restraining Order preserving the status quo by ordering JP Morgan to freeze any account belonging to any Defendant up to \$3,757,728.75, including but not limited to account numbers XXXXXX6805, XXXXXX6797 and XXXXXX6813.

C. Issue a Temporary Restraining Order allowing Cook to engage in expedited discovery to obtain information regarding the identification, location and value of any bank accounts owned by or under the control of any Defendant.

D. Issue a Temporary Restraining Order ordering that Defendants not dispose of the property or funds in or from Cook's accounts with Defendants or any entity over which Defendants exercise any control.

E. Issue a Temporary Restraining Order ordering that Defendants not dispose of any of Defendants' property or funds in which Cook holds any form of interest.

F. Issue a Preliminary and Permanent Injunction ordering that Defendants not dispose of the property or funds in Cook's accounts with Defendants or any entity over which Defendants exercise any control.

G. Issue a Preliminary and Permanent Injunction ordering that Defendants not dispose of any of Defendants' property or funds in which Cook holds any form of interest.

H. Issue a Temporary Restraining Order, Preliminary and Permanent Injunction ordering the involuntary dissolution and wind-up of Mesa Holdings, Inc. (including making a final dollar amount distribution to shareholders at the end of the involuntary and wind-up process), an accounting of Mesa Holdings, Inc., assets, an appointment of a receiver for Mesa Holdings, Inc., to dissolve and wind-up Mesa Holdings, Inc. (including controlling Mesa Holdings, Inc.'s assets and financial matters, controlling Mesa Holdings, Inc.'s management and operations and taking away from the shareholders all Mesa Holdings, Inc.'s operations, management, financial, and check signing control).

I. Award Cook compensatory damages, reasonable attorneys' fees, and pre-judgment interest based upon Defendants' conduct.

J. Award Cook such other and further relief as is just and equitable.

Plaintiff Cook demands a trial by jury on all issues triable by a jury.

Plaintiff Cook reserves the right to amend his Complaint to allege punitive damages.

Date: October 5, 2009

**OBERMAN THOMPSON & SEGAL,
LLC**

By 

John D. Thompson (#178676)
120 South Sixth Street, Suite 850
Minneapolis, MN 55402
Telephone: (612) 217-6447
Facsimile: (612) 217-6444
jthompson@otslawyers.com

**ATTORNEYS FOR PLAINTIFF
TREVOR COOK**

ACKNOWLEDGMENT

Plaintiff, through its attorneys, acknowledges that sanctions may be imposed pursuant to Minn. Stat. § 549.211.

Date: October 5, 2009

By 

John D. Thompson (178676)