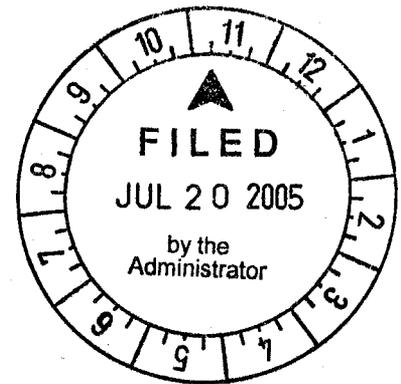


STATE OF OKLAHOMA
DEPARTMENT OF SECURITIES
THE FIRST NATIONAL CENTER
120 N. ROBINSON, SUITE 860
OKLAHOMA CITY, OKLAHOMA 73102



In the Matter of:

DCS Resources, Inc.
and Daniel Sweeney,

Respondents.

ODS File No. 05-015

AGREEMENT

Pursuant to Section 1-602 of the Oklahoma Uniform Securities Act of 2004 (Act), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (Supp. 2003), and Section 405 of the Oklahoma Securities Act (Predecessor Act), Okla. Stat. tit. 71, §§ 1-413, 501, 701-703 (2001 & Supp. 2003), the Oklahoma Department of Securities (Department) conducted an investigation into the activities of DCS Resources, Inc. (DCS) and Daniel Sweeney (Sweeney) (collectively, the "Respondents") to determine whether certain violations of the Act, the Predecessor Act, and/or the Rules of the Oklahoma Securities Commission and the Administrator of the Department of Securities (Rules) may have occurred.

The Department's investigation revealed that Respondents solicited an Oklahoma investor (Investor) for the purchase of stock in Separateaccounts.com, Inc. in and/or from the state of Oklahoma in June, 2000. Thereafter, Respondents received Twenty-Four Thousand Dollars (\$24,000) from the Investor pursuant to an agreement that Respondents would invest the money in Separateaccounts.com for the benefit of the Investor (Agreement). However, Respondents did not invest the funds in Separateaccounts.com. Instead, Investor's money was used to pay for Sweeney's personal expenses.

Under the Predecessor Act, the Agreement is a security in the nature of an investment contract. The investment contract offered and sold by Respondents was not registered pursuant to Section 301 of the Predecessor Act. Additionally, Respondents did not register to transact business in this state as a broker-dealer or agent, thereby operating in violation of Section 201 of the Predecessor Act.

Respondents desire to settle this matter expeditiously and in a manner consistent with the purposes fairly intended by the policies and provisions of the Predecessor Act and the Act.

The undersigned parties hereto agree as follows:

1. **Permanent Order to Cease and Desist.** Respondents agree to the issuance of a Permanent Order to Cease and Desist and voluntarily waive their right to notice,

hearing, and appeal as provided by the Predecessor Act, the Act, the Rules, and the Oklahoma Administrative Procedures Act, Okla. Stat. tit. 75, § 250 *et seq.*

2. **Compliance with the Act.** Respondents agree to comply with all provisions of the Act and the Rules in connection with offers and/or sales of securities in and/or from the state of Oklahoma. Specifically, Respondents agree to register as required by Section 1-401 and/or 1-402 of the Act prior to effecting or attempting to effect transactions in securities in or from the state of Oklahoma. In addition, Respondents agree that they will not offer and/or sell any security in this state unless it is registered under the Act or the security or transaction is exempted under Section 1-201 or Section 1-202 of the Act; or it is a federal covered security. Further, Respondents agree not to make untrue statements of material fact or to omit to state a material fact necessary in order to make the statement made, in the light of the circumstances under which it is made, not misleading.
3. **Refund of Investor's Funds.** Respondents agree to refund to the Investor, William C. Keeth (Keeth), the sum of Twenty-Four Thousand Dollars (\$24,000) by December 31, 2006, with an initial payment of One Thousand Dollars (\$1,000) due within ten (10) days of the effective date of this Agreement and the remaining balance paid in eighteen (18) monthly installments of at least One Thousand Dollars (\$1,000), beginning on July 31, 2005. All payments must be by certified check or money order, made payable to William C. Keeth, and mailed to the following address for disbursement to Mr. Keeth:

Oklahoma Department of Securities
Attn: Amanda Cornmesser
Suite 860, First National Center
120 North Robinson Avenue
Oklahoma City, OK 73102.
4. **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.
5. **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 any Respondent, the Administrator may assist in such actions as authorized by law. It is further agreed that the execution of this Agreement does not mean that the Administrator has passed in any way upon the merits or qualifications of, or recommended or given approval to, the transactions to which it relates or any future securities transactions by Respondents.

- 6. **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.
- 7. **Consideration.** In consideration for this Agreement, the Administrator will not take further action against Respondents in connection with the offer and/or sale of securities to Keeth described above; provided, however, should Respondents fail to comply with the terms of this Agreement in any material respect or if Respondents have made any false or misleading statements to the Department in connection with this matter, the Department may initiate action against Respondents as authorized by the Act.
- 8. **Applicability.** This Agreement applies only to the activities of Respondents and to no others.

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

DANIEL SWEENEY:


 Date: 7-14-05

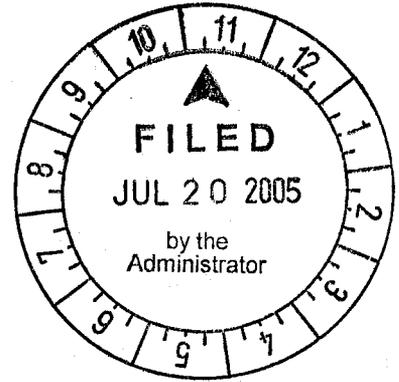
DCS RESOURCES, INC.:

By: DANIEL J. SWEENEY
 Title: President
 Date: 7-14-05

OKLAHOMA DEPARTMENT OF SECURITIES:

By: 
 Irving L. Faught, Administrator
 Date: July 20, 2005

STATE OF OKLAHOMA
DEPARTMENT OF SECURITIES
THE FIRST NATIONAL CENTER
120 N. ROBINSON, SUITE 860
OKLAHOMA CITY, OKLAHOMA 73102



In the Matter of:

DCS Resources, Inc.
and Daniel Sweeney,

Respondents.

ODS File No. 05-015

PERMANENT ORDER TO CEASE AND DESIST

The Oklahoma Department of Securities (Department) conducted an investigation into the activities of DCS Resources, Inc. (DCS) and Daniel Sweeney (Sweeney) pursuant to Section 1-602 of the Oklahoma Uniform Securities Act of 2004 (Act), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (Supp. 2003), and Section 405 of the Oklahoma Securities Act (Predecessor Act), Okla. Stat. tit. 71, §§ 1-413, 501, 701-703 (2001 & Supp. 2003).

In order to assist in the resolution of the issues raised in connection with the Department's investigation, DCS and Sweeney voluntarily executed the Agreement which is attached hereto and incorporated herein by reference.

IT IS HEREBY ORDERED that DCS and Sweeney cease and desist from the offer and/or sale of securities in and/or from Oklahoma.

Witness my Hand and the Official Seal of the Oklahoma Department of Securities this 20th day of July, 2005.

(SEAL)

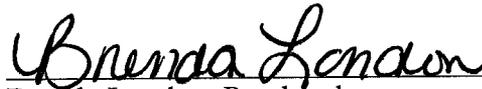


IRVING L. FAUGHT, ADMINISTRATOR OF
THE OKLAHOMA DEPARTMENT OF SECURITIES

CERTIFICATE OF MAILING

The undersigned hereby certifies that on the 21st day of July, 2005, a true and correct copy of the above and foregoing Permanent Order to Cease and Desist was mailed by first class mail with postage prepaid thereon addressed to:

Daniel Sweeney
DCS Resources, Inc.
4220 East 80th Street
Tulsa, OK 74136



Brenda London, Paralegal