# QUARTERLY INFORMATION DISCLOSURE STATEMENT

**September 30, 2014** 

# Aurum Resource and Asset Management, Inc. (a Nevada corporation)

TRADING SYMBOL: ARMI

CUSIP NUMBER: 05209Q100

# **ISSUER'S EQUITY SECURITIES:**

Voting Common Stock, \$0.001 per share

TRANSFER AGENT:

Holladay Stock Transfer, Inc. 2939 North 67<sup>th</sup> Place Scottsdale, AZ 85251 (480) 481-3940

# AURUM RESOURCE AND ASSET MANAGEMENT, INC.

### September 30, 2014

# Information required for compliance with the provisions of the OTC Markets, Inc., OTC Pink Disclosure Guidelines (Version 1.1.1 4/25/13)

Because we want to provide more meaningful and useful information, this Disclosure Statement contains certain "forward-looking statements" (as such term is defined in Section 21E of the Securities Exchange Act of 1934, as amended). These statements reflect our current expectations regarding our possible future results of operations, performance, and achievements. These forward-looking statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, regulation of the Securities and Exchange Commission, and common law.

Wherever possible, we have tried to identify these forward-looking statements by using words such as "anticipate," "believe," "estimate," "expect," "plan," "intend," and similar expressions. These statements reflect our current beliefs and are based on information currently available to us. Accordingly, these statements are subject to certain risks, uncertainties, and contingencies, which could cause our actual results, performance, or achievements to differ materially from those expressed in, or implied by, such statements. We have no obligation to update or revise any such forward-looking statements that may be made to reflect events or circumstances after the date of this Disclosure Statement.

# Item 1. The exact name of the Issuer and its predecessors (if any).

The exact name of the Company is Aurum Resource and Asset Management, Inc. We were originally incorporated in the State of Nevada on October 14, 1999 under the name of International Sports Marketing Group, Inc. Effective November 25, 2003 we changed our name to Cal Alta Auto Glass, Inc. On March 28, 2010, we effectuated a 1-for-200 reverse split of our common stock. On May 15, 2012, we changed our name to Mining Minerals of Mexico Corp. Effective July 17, 2014 our name was changed to Aurum Resource and Asset Management, Inc.

Other than listed above, the corporation has used no other names in the past five years.

# Item 2. Address of the Issuer's Principal Executive Offices

## **Company Headquarters:**

Aurum Resource and Asset Management, Inc. Calle Puebla #54
Las Guamas, NA, Mexico 63425
Telephone: 33-8421-5441

E-Mail: aurumresmgmt@gmail.com

#### **Investor Relations:**

Shane Lowry
Aurum Resource and Asset Management, Inc.
Calle Puebla #54
Las Guamas, NA, Mexico 63425
Telephone: 33-8421-5441

### Item 3. Security Information.

Trading Symbol: ARMI

Exact Title and Class of Securities Outstanding: Common Stock

CUSIP: 05209Q100

Par or Stated Value: \$0.001

Total Shares Authorized: 250,000,000

Total Shares Outstanding: 51,084,033 as of September 30, 2014

Total Free-trading Shares Outstanding: 542,310 as of September 30, 2014

Trading Symbol: None

Exact Title and Class of Securities Outstanding: Preferred Stock

CUSIP: None

Par or Stated Value: \$0.001

Total Shares Authorized: 10,000,000

Total Shares Outstanding: -0- as of September 30, 2014

Total Free-trading Shares Outstanding: -0- as of September 30, 2014

#### Transfer Agent:

Holladay Stock Transfer, Inc.
2939 North 67<sup>th</sup> Place
Scottsdale, AZ 85251
Telephone: 80-481-3940
Is the Transfer Agent registered under the Exchange Act: Yes [X] No [ ]

List any restrictions on the transfer of securities: Other than 542,310 shares of its common stock that are free-trading, all other shares are restricted and subject to Rule 144.

Describe any trading suspension orders issued by the SEC in the past 12 months: None

List any stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization either currently anticipated or that occurred within the past 12 months:

On March 16, 2012, the Company, then known as Cal Alta Auto Glass, Inc., entered into a Share Exchange Agreement with the shareholders of World Investments of Mexico, Inc., a Nevada corporation ("WIM"). The agreement provided for the shareholders of WIM to receive 60,000,000 restricted shares of the Company's common stock in exchange for all of the issued and outstanding shares of capital stock WIM. At the same time, (i) new

officers and directors of the Company were elected and (ii) the assets of the Company (the "CAAG Assets") were transferred to the prior management of the Company in exchange for cancellation of 35,563,606 shares of the Company's common stock owned by prior management or their affiliates. The transaction was treated for accounting purposes as a "reverse merger". A copy of the Share Exchange Agreement is attached to this Disclosure Statement as Exhibit 1.1.

On July 17, 2014, the Company effectuated a 1-for-100 reverse split of its common stock. The Company does not anticipated any stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization in the foreseeable future.

# Item 4. Issuance History (in the past two fiscal years and in the interim period).

On January 1, 2012 the Company issued 60,000,000 restricted shares of its common stock to its then President for certain mining assets with a value of \$113,747, the prior cost basis of those assets. In January, 2014, the Company issued 20,000,000 restricted shares of its common stock to repay \$200,000 of long-term debt. On September 2, 2014, the Company issued an aggregate of 50,000,000 restricted shares of its common stock to complete its capital restructuring. 25,000,000 shares were issued to our President, Shane Lowry for consideration of \$0.001 per share and 25,000,000 shares were issued to Rowett AG for consideration of \$0.001 per share.

# Item 5. Financial Statements

The financial statements for the Quarterly period ended September 30, 2014 were posted to OTC Markets on November 7, 2014.

# Item 6. Describe the Issuer's Business, Products and Services.

# A. Description of the Issuer's Business Operations:

The Company is a precious metals exploration company which has focused its current operation on the exploration of its Gallo de Oro property (the "Gallo Property") which is predominantly a Gold Deposit.

The Gallo Property is in the Tecuala Mineral District, which is located in the State of Nayarit, Mexico. The Gallo Property is in what is considered to be widely-mineralized area and identified as a major deposit of gold and other minerals. The general area has been widely explored and is currently being successfully mined by several other know mining companies.

Based on geological findings on the Gallo Property, a resource/reserve estimate was calculated on the reserves on the Gallo Property. Data was obtained using a polygon approach and with several considerations taken, hence defining the estimate on the basis of three (3) categories, measured, indicated and inferred. The resource estimate was further refined and a mineable reserve was produced using geologic reserve interpretation.

The philosophy of the Company is to commence mining whatever viable reserve is available and continue with exploration with would be financed internally to increase the resource since the potential of the area is overwhelming.

In July 2012, the Company extracted over 15,000 tons of ore that it stockpiled on the property. Most of this ore will then be transported to a mill where it will undergo custom milling, resulting in gold bullion.

Loaders and trucks were dispatched to the Gallo Property in November/December 2013 and approximately 1,500 tons of ore were trucked from the Gallo Property to a custom mill located in Huajicori, Nayarit, about 28 miles from the Gallo Property.

Current estimates show close to an additional 10,000 tons are currently capable of being shipped. The milling facility has the potential of processing 200 to 250 tons per day, but the initial testing phase started with up to 40 tons per day.

The Company has renovated access to the Gallo Property and a connection to the existing paved infrastructure has been completed.

The milling facility began processing ore for the Company in late May 2014 and processed ore is expected to be ready for sale in the near future.

The Company intends to pursue a further exploration program in the area.

# B. Date and State (or jurisdiction) of Incorporation:

We were originally incorporated in the State of Nevada on October 14, 1999 under the name of International Sports Marketing Group, Inc. Effective November 25, 2003 we changed our name to Cal Alta Auto Glass, Inc. On March 28, 2010, we effectuated a 1-for-200 reverse split of our common stock. On May 15, 2012, we changed our name to Mining Minerals of Mexico Corp. Effective July 17, 2014 our name was changed to Aurum Resource and Asset Management, Inc.

# C. The Issuer's Primary and Secondary SIC Codes:

1000- Mining

## D. The Issuer's Fiscal Year End Date:

The Issuer's fiscal year end is December 31.

# E. Principal products or services, and their markets;

Precious Metals.

# Item 7. Describe the Issuer's Facilities

The Company maintains an office in La Guisama, Nayarit, Mexico at no cost to the Company.

# Item 8. Officers, Directors and Control Persons

A. Officers and Directors and Control Persons. Provide the full names, business addresses and number of securities (specify each class) beneficially owned by each person as of September 30, 2014.

#### **Executive Officers**

Name (1) Shane Lowry	Position President/CFO/Sec.	Other Affiliations None	Common Shares 25,000,000
	Dir	rectors	Common
Name (1) Shane Lowry	Position Director		<b>Shares</b> 25,000,000

# Control Person (shareholders holding more than 5% of any class)

Name	<b>Shares</b>	Class	Percentage Ownership
Shane Lowry <sup>(1)</sup>	25,000,000	Common	49%
Rowett AG <sup>(2)</sup>	25,000,000	Common	49%

- (1) The address is c/o Aurum Resource and Asset Management, Inc., Calle Puebla #54 Las Guamas, NA, Mexico 63425.
- (2) The address is Trust Company Complex, Ajeltake Rd., Ajeltake Island, Majuro MH96960, Marshall Islands.
- B. <u>Legal/Disciplinary History.</u> Please identify whether any of the foregoing persons have in the last five years, been the subject of:
- 1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);

None of the foregoing persons have been the subject of a conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding.

2. The entry of an order, judgment, or decree not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such a person's involvement in any type of business, securities, commodities, or banking activities;

None of the foregoing persons have been the subject of any order, judgment, or decree, that permanently or temporarily enjoined, barred, suspended or otherwise limited such a person's involvement in any type of business, securities, commodities, or banking activities

3. A finding or judgment by a court of competent jurisdiction (in a civil action), the SEC, the CFTC, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated;

None of the foregoing persons have been the subject of any finding or judgment by a court of competent jurisdiction (in a civil action), the SEC, the CFTC, or a state securities regulator of a violation of federal or state securities or commodities law.

4. The entry of an order by a self-regulatory organization that permanently or temporarily barred suspended or otherwise limited such person's involvement in any type of business or securities activities.

None of the foregoing persons have been the subject of any order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such person's involvement in any type of business or securities activities.

# C. Beneficial Shareholders.

To the extent not otherwise disclosed in response to the foregoing, provide a list of the names, addresses and shareholdings of all persons holding more than ten percent (10%) of any class of the issuer's equity securities.

Please see Item 8, Part A, above.

If any of the beneficial shareholders are corporate shareholders, provide the name and address of person(s) owning or controlling such corporate shareholders and the resident agents of the corporate shareholders.

There is no information regarding the person(s) owning or controlling such corporate shareholders known to the Issuer other than the following:

Rowlett AG Managing Partner: Anthony Killarney Trust Company Complex Ajeltake Rd. Ajeltake Island Majuro MH96960 Marshall Islands.

Item 9. Please provide the name, address, telephone number, and email address of each of the following outside providers that advise the issuer on matters relating to operations, business development and disclosure:

#### Legal Counsel;

Robert J. Huston, III Attorney at Law P.O. Box 235 Corona del Mar, CA 92625 (949) 230-0259 e-mail: bob\_huston@yahoo.com

#### Accountant or Auditor:

None

# **Investor Relations Consultant:**

None

Other Advisor: Any other advisor(s) that assisted, advised, prepared or provided information with respect to this disclosure documentation.

None

**Item 9. Subsequent Events** 

None

# **Schedule of Exhibits**

Exhibit No.	Description of Exhibit
1.1	Share Exchange Agreement by and between Cal Alta Auto Glass, Inc. and World Investments of Mexico, Inc. dated March 12, 2012.
5.1	Financial Statements of Aurum Resource and Asset Management, Inc. for the Quarterly period ended September 30, 2014 were posted to OTC Markets on November 7, 2014.

### Item 10. Issuer Certification

- I, Shane Lowry, President of Aurum Resource and Asset Management, Inc., hereby certify that:
- 1. I have reviewed the Issuer's Quarterly Information Disclosure Statement of Aurum Resource and Asset Management, Inc. for the period September 30, 2014.
- 2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements made, not misleading with respect to the period covered by this disclosure statement; and
- 3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the Issuer as, and for, the periods presented in this Issuer's Annual Disclosure Statement.

Date:	November 7, 2014	/s/ Shane Lowry

# EXHIBIT 1.1

# STOCK EXCHANGE AGREEMENT BETWEEN CAL ALTA AUTO GLASS INC. AND WORLD INVESTMENTS OF MEXICO INC.

THIS AGREEMENT, made this 16th day of March, 2012, by and among Cal Alta Auto Glass Inc., a Nevada Corporation, ("CAAG"), and World Investments of Mexico Inc., a Nevada corporation ("WIM").

#### RECITALS

WHEREAS, CAAG, a public, company desires to acquire 100% of the total outstanding capital stock of WIM from WIM's shareholders (the "WIM Shareholders"); and

WHEREAS, CAAG offers to acquire shares of common stock of WIM in exchange for 60,000,000 (Sixty Million) unissued shares of the common stock of CAAG (the "CAAG Common Stock" or "CAAG Shares"); and

WHEREAS, WIM Stockholders offer to exchange 1,200,000 (One Million Two Hundred Thousand) shares of WIM for 60,000,000 shares of CAAG. The 1,200,000 shares represents all of the outstanding shares of WIM.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and representations contained herein, the parties hereto intending to be legally bound hereby, agree as follows:

The foregoing recitals are hereby restated, incorporated into this Agreement, and made a part of it, as if each were fully set forth here in their entirety.

## ARTICLE 1

# COMPENSATION, CONSIDERATION, AND EXCHANGE OF SECURITIES.

# 1.2 Issuance of Shares.

- 1.2.1 CAAG Shares to WIM. Subject to all of the terms and conditions of this Agreement, CAAG agrees to deliver newly issued, restricted, CAAG Common Stock totaling Six Million (60,000,000), in exchange for the outstanding common shares of WIM (the "WIM Common Stock") in the amounts shown on Schedule "A" to this Agreement.
- 1.3 Transfer of Shares by WIM Shareholders. Subject to all of the terms and conditions of this Agreement, the WIM Shareholders agree to transfer to CAAG all of their ownership in the WIM Common Stock.

expect this transfer of Shares by WIM Shareholders to CAAG to qualify as a tax-free reorganization under Sections 368 (a)(1)(A) and 368 (a)(2)(E) of the Internal Revenue Code of 1986, as amended (the "Code") but no IRS ruling or opinion of counsel is being sought in connection therewith and such ruling or opinion is not a condition to closing the transactions herein contemplated.

#### ARTICLE 2

# REPRESENTATIONS AND WARRANTIES OF WIM

# WIM represents and warrants to CAAG that:

- 2.1 Organization. WIM is a corporation duly organized, validly existing, and in good standing under the laws of Nevada, has all necessary corporate powers to own its properties and to carry on its business as now owned and operated by it, and is duly qualified to do business and is in good standing in each of the states and other jurisdictions where its business requires qualification.
- 2.2 Compliance with Laws. WIM has substantially complied with, and is not in violation of, all applicable federal, state or local statutes, laws and regulations, including, without limitation, any applicable building, zoning, environmental, employment or other law, ordinance or regulation affecting its properties, products or the operation of its business except where such non-compliance would not have a materially adverse effect on the business or financial condition of WIM. WIM has all licenses and permits required to conduct its business as now being conducted.
- 2.3 <u>Litigation</u>. WIM is not a party to any suit, action, arbitration or legal, administrative or other proceeding, or governmental investigation pending or, to the best knowledge of WIM, threatened against or affecting WIM or its business, assets or financial condition, except for matters which would not have a material affect on WIM or its properties. WIM is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality applicable to it. WIM is not engaged in any lawsuits to recover any material amount of monies due to it.
- 2.4 <u>Business</u>. Following the closing, the only business and operations of CAAG shall be that conducted by WIM.

#### ARTICLE 3

# REPRESENTATIONS AND WARRANTIES OF CAAG.

# CAAG represents and warrants to WIM and the Shareholders that:

- 3.1 Organization. CAAG is a corporation duly organized, validly existing, and in good standing under the laws of Nevada, has all necessary corporate powers to own its properties and to carry on its business as now owned and operated, and duly qualified to do business in each of such states and other jurisdictions where its business requires such qualification.
- 3.2 Compliance with Laws. WIM has substantially complied with, and is not in violation of, all applicable federal, state or local statutes, laws and regulations, including, without limitation, any applicable building, zoning, environmental, employment or other law, ordinance or regulation affecting its properties, products or the operation of its business except where such non-compliance would not have a materially adverse effect on the business or financial condition of WIM. WIM has all licenses and permits required to conduct its business as now being conducted.
- 3.3 Litigation. WIM is not a party to any suit, action, arbitration or legal, administrative or other proceeding, or governmental investigation pending or, to the best knowledge of WIM, threatened against or affecting WIM or its business, assets or financial condition, except for matters which would not have a material affect on WIM or its properties. WIM is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality applicable to it. WIM is not engaged in any lawsuits to recover any material amount of monies due to it.
- 3.4 <u>Business</u>. Following the closing, the only business and operations of CAAG shall be that conducted by WIM.

# ARTICLE 4

# ADDITIONAL REPRESENTATIONS AND WARRANTIES OF SHAREHOLDERS

- 4.1 Share Ownership. Shareholders hold the WIM Common Stock in the amounts shown on Schedule "A" to this Agreement. Such shares are owned of record, and such shares are not subject to any lien, encumbrance or pledge. Each shareholder has the authority to exchange such shares pursuant to this Agreement.
- 4.2 Investment Intent. Shareholders understand and acknowledge that the CAAG Common Stock is being offered for exchange in reliance upon the exemption provided in Section 4(2) of the Securities Act of 1933 (the "Securities Act") for non-public offerings; and each Shareholder makes the following representations and warranties with the intent that the same may be relied upon in determining the suitability of each Shareholder as a purchaser of securities.

- (a) The CAAG Shares are being acquired solely for the account of each Shareholder, for investment purposes only, and not with a view to, or for sale in connection with, any distribution thereof and with no present intention of distributing or reselling any part of the CAAG Shares.
- (b) Each Shareholder agrees not to dispose of his CAAG Shares or any portion thereof unless and until counsel for CAAG shall have determined that the intended disposition is permissible and does not violate the Securities Act of 1933 (the "1933 Act") or any applicable state securities laws, or the rules and regulations thereunder.
- (c) Shareholders acknowledge that CAAG has made all documentation pertaining to all aspects of CAAG and the transaction herein available to him/her and to his/her qualified representative(s), if any, and has offered such person or persons an opportunity to discuss CAAG and the transaction herein with the officers of CAAG.
- 4.3 Indemnification. Shareholders recognize that the offer of CAAG Shares to him/her is based upon his/her representations and warranties set forth and contained herein and hereby agrees to indemnify and hold harmless CAAG against all liability, costs or expenses (including reasonable attorney's fees) arising as a result of any misrepresentations made herein by such Shareholder.
- 4.4 Restrictive Legend. Shareholders agree that the certificates evidencing the CAAG Shares acquired pursuant to this Agreement will have a legend placed thereon which will restrict the sale of said shares for times and upon conditions that are subject to federal and state securities laws.

#### ARTICLE 5

# PRE-CLOSING COVENANTS

- 5.1 Investigative Rights. From the date of this Agreement each party shall provide to the other party, and such other party's counsels, accountants, auditors, and other authorized representatives, full access during normal business hours to all of WIM's and CAAG's properties, books, contracts, commitments, and records for the purpose of examining the same. Each party shall furnish the other party with all information concerning WIM's and CAAG's affairs as the other party may reasonably request.
- 5.2 Conduct of Business. Prior to the Closing, WIM and CAAG shall each conduct its business in the normal course, and shall not sell, pledge, or assign any assets, without the prior written approval of the other party, except in the regular course of business. Neither WIM or CAAG shall amend its Articles of Incorporation or Bylaws, declare dividends, redeem or sell stock or other securities, incur additional or newly-funded liabilities, acquire or dispose of fixed assets, change employment terms, enter into any material or long-term contract, guarantee obligations of any third party, settle or discharge any balance sheet receivable for less than its

stated amount, pay more on any liability than its stated amount, or enter into any other transaction other than in the regular course of business.

#### ARTICLE 6

#### POST-CLOSING COVENANTS

# 6.1 Following the Closing herein:

- (a) Prompt registration of Transfer. CAAG shall register transfer of the common stock of CAAG within three (3) business days after receipt of proper documentation for such transfer request. Restricted securities shall be transferred without restrictive legend if supported by an opinion of counsel to CAAG provided that CAAG's counsel has no reasonable objection.
- (b) <u>Delivery of Shares</u>. WIM Shareholders will deliver to CAAG'S management within 10 days of execution of this Agreement any share certificates representing the WIM Common Stock.

#### ARTICLE 7

#### CLOSING

- 7.1 Closing. The Closing of this transaction shall occur upon the execution of this Agreement by both parties.
- (b) Attorney Fees. Each of CAAG and WIM shall be responsible to the other party for one half of the attorney fees incurred herewith, as further defined, below.

#### ARTICLE 8

#### MISCELLANEOUS

- 8.1 Confidentiality. Unless compelled by a subpoena or otherwise required under the rule of law no party to this transaction will discuss terms of the transaction, its parties, or any other aspect of this transaction, contemplated, executed, or finalized with any individual other than counsel and individuals or parties directly related to this transaction.
- 8.2 Captions. The Article and paragraph headings throughout this Agreement are for convenience and reference only, and shall in no way be deemed to define, limit, or add to the meaning of any provision of this Agreement.
- 8.3 No Oral Change. This Agreement and any provision hereof, may not be waived, changed, modified, or discharged orally, but it can be changed by an agreement in writing signed

- 8.12 <u>Survival of Representations and Warranties</u>. The representations and warranties of the parties set forth in this Agreement or in any instrument, certificate, opinion, or other writing providing for it, shall survive the Closing irrespective of any investigation made by or on behalf of any party for a period of one year.
- 8.13 <u>Choice of Law</u>. This Agreement and its application shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives, all as of the date first written above.

CAL ALTA AUTO GLASS INC.

(a Nevada Corporation)

By: \_\_

President

WORLD INVESTMENTS OF MEXICO INC.:

(a Nevada Corporation)

By:

Dragidant

# SCHEDULE "A"

Dane Peterson

1,000,000 shares

Mary Ann Baron

100,000 shares

Anvil International Inc.

100,000 shares