STOCKHOLMS TINGSRÄTT
Avdelning 2

INKOM: 2019-10-16
MÅLNR: B 9735-17
AKTBIL: 1255

Bilaga 12
(IT-beslag del B)

till förundersökningsprotokoll

EB-4689-16

Grovt bedrägeri mm i

Optimus Fonder AB (556673-5758)

Falcon Funds SICAV PLC (SV295)

mfl.

Misstänkta:	Max Serwin (fd Emil Amir Ingmansson), 771006-0570 Mark Bishop, 560512-0000 Afram Gergeo, 770205-0316 mfl.
Förundersökningsledare:	Kammaråklagare Jerker Asplund Kammaråklagare Ingela Ohlén Extra åklagare Gunnar Stetler

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2012-12-11 BG721-5 1418 mailtobishop@gmail.c eai@solidequity.se Re_ Arb for CWALT 21

2012-12-13 BG721-5 0842 mailtobishop@gmail.c eai@solidequity.se Re_ flying tomorrow 22

2012-12-14 BG721-5 0551 mailtobishop@gmail.c eai@solidequity.se SV_ Arb for CWALT 25

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2014-04-22 BG721-2 1007 mailtobishop@gmail.c amir77@me.com This week 239

2014-04-22 BG721-2 1029 mailtobishop@gmail.c rh@stellum.com Re_ Management Agr 240

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American RMBS Equity Fund IV
Market Valuation
As of 12/31/2012

# of Bonds	Orig Purchased Face	12/31/2012 Book Value	12/31/2012 Market Value	12/31/2012 MTM Gain/(Loss)	12/31/2012 MTM Gain/(Loss)
84	$ 233,692,619	$ 46,547,221	$ 55,980,867	$ 9,433,646	20%

The Bonds analyzed in the American RMBS Equity Fund IV portfolio are all Private Label Residential Mortgage-backed Security Bonds. Each bond is significantly seasoned therefore providing no less than 4 years of historical performance and remittance data to review and analyze. The historical data, as well as the current status of the bond within its overall securitization structure, provides valuable information for the purpose of determining a current market value of each bond. Up to three bond analytics models were used in the analysis and valuation process in addition to the insight obtained from reviewing the historical performance and current status of the bond in order to compare our internal market valuation with the valuation of external sources. Additionally, 20% of the portfolio was provided to a Broker Dealer with expertise in the area of trading, managing and valuing Bonds created from the Securitization of Residential Mortgages, thus providing an external testing of the marks derived from our internal process.

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American RMBS Equity Fund IV
Market Valuation - Bond Level Detail
As of 12/31/2012

Bond Description	CUSIP#	Orig Purchased Face	12/31/2012 Market Value
ACE 2003-HE1 M2	004421DB6	469,201.52	345,990.38
AMSI 2004-R3 M6	03072SQH1	571,533.32	155,581.14
BOAMS 2004-5 XB1	05948X7J4	422,512.46	355,658.41
BOAMS 2004-11 30IO	05949AD98	4,075,030.82	358,316.06
BOAA 2004-7 15B1	05949AMR8	1,436,170.44	462,996.25
BOAMS 2004-8 15IO	05949ATT7	289,087.09	17,087.99
BOAMS 2006-3 1A13	05950LAN2	1,096,312.48	208,314.80
BAFC 2006-5 3A3	05950NBG2	876,935.17	405,153.33
BAFC 2006-7 T2A1	05951KAX1	1,405,404.00	854,591.05
BAFC 2007-8 XIO	05953LAM1	3,252,008.88	812,558.04
BAFC 074T2 1A2	05953YAU5	1,566,280.12	384,410.97
BSABS 2007-HE5 M2	073859AH3	10,000,000.00	6,118,974.40
BSABS 2005-TC1 M2	073879VG0	1,553,662.79	713,830.62
CBASS 2007-CB2 A2B	1248MBAH8	1,500,000.00	1,235,550.80
CBASS 2007-CB1 AF2	1248MGAK0	872,703.12	465,658.38
CBASS 2007-CB1 AF4	1248MGAM6	2,459,058.38	1,332,694.89
CBASS 2007-CB1 AF6	1248MGAP9	2,390,691.01	1,249,285.74
CBASS 2007-CB1 AF1B	1248MGAX2	739,598.79	378,702.92
CWL 2005-17 1AF4	126670QU5	1,218,271.00	344,991.01
CWL 2001-BC3 A	126671NA0	338,557.98	200,485.46
CWL 2005-1 MF2	126673WF5	2,331,528.32	1,117,726.77
CWALT 2004-3T1 M	12667FDT9	304,548.72	248,142.58
CWHL 2006-1 A3	126694XD5	91,931.77	(344.55)
CWHL 2004-J2 B2	12669FQW6	643,475.01	238,198.88
CWHL 2005-11 3A3	12669GUP4	738,744.86	377,142.24
CXHE 2002-A MF2	152314EN6	1,158,706.61	409,622.00
CHMAC 2004-2 B2	160762AZ3	761,352.42	561,910.28
CFAB 2004-1 1M2	161546HW9	229,841.60	221,096.61
CFAB 2004-2 1M2	161546JL1	1,517,318.73	1,291,541.63
CHEC 2004-1 M3	162765AF8	903,745.08	856,951.89
CMSI 2005-2 B1	172973R76	2,510,641.34	2,070,683.63
CMLTI 04-HYB4 1M	17307GMP0	443,747.63	311,694.27
CMLTI 2005-3 1A2	17307GTB4	330,017.64	254,533.41
HEAT 2003-5 M2	22541QNL2	288,580.58	209,045.94
HEAT 2002-5 M2	2254W0AJ4	850,925.38	749,359.48
FHASI 2006-AR4 2A2	32053AAF3	619,742.94	96,260.05
FHASI 2007-1 A6	32053NAF5	1,087,890.74	309,983.87
FNLC 2005-3 M2	32113JBV6	7,000,000.00	4,824,631.72
GSAA 2006-6 AF7	362334MZ4	4,321,000.00	1,246,395.32
GSR 2006-1F 5A2	3623418A0	30,983.49	1,326.46
GSAMP 2006-HE7 M2	36245EAG3	2,305,000.00	71,969.28
HVMLT 2005-3 X2	41161PNK5	4,011,894.46	254,810.85
HMBT 2004-2 M2	43739EAM9	1,722,670.47	1,216,847.69
RAST 2003-A4 B3	45660NPV1	1,123,282.71	52,496.95
RAST 2003-A11 B3	45660NVF9	1,333,551.29	864,252.70

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JPMAC 2006-FRE2 M1	46626LHB9	2,500,000.00	1,292,203.61
JPALT 2006-A1 4A2	46627MDB0	5,260,775.24	(23,008.22)
LMT 2005-2 1A4	52520MBR3	4,239,872.46	1,100,088.25
LMT 2007 10 1A2	52522QAB8	1,054,377.59	85,141.75
LSX 2007-5H 3A4	525248AY6	4,191,282.18	1,659,616.73
LMT 2008-6 B1	52525FAH6	6,410,480.03	1,955,070.45
LBMLT 2003-3 M3	542514EC4	1,728,237.50	324,963.40
LBMLT 2003-4 M5F	542514EP5	786,747.42	284,169.19
LBMLT 2004-1 M6	542514EZ3	1,758,143.53	1,236,145.82
MASTR 2003-4 30AX	55265KWP0	2,831,507.72	336,985.56
MLMS 2005-ACR1 M5	55311XAE5	2,351,000.00	323,920.29
MSAC 2003-NC8 B3	61746RDS7	2,006,538.07	296,745.89
MSM 2007-6XS 2A7M	61751JAP6	3,000,000.00	1,511,376.11
MSAC 2007-HE6 A1	61755CAA0	309,644.16	222,654.65
MSM 2007-14AR 3A4	61756VAV1	34,161,499.26	131,382.98
NAA 2005-AR5 1A2	65535VQM3	1,327,068.46	694,396.23
PCHLT 2005-4 1A2	71085PDD2	182,008.37	131,047.61
POPLR 2004-4 M4	73316PAL4	2,079,844.20	997,441.66
POPLR 2005-2 M4	73316PCN8	1,634,794.10	283,550.76
RASC 2006-EMX8 1A3	74924UAC5	700,000.00	412,487.10
RAMC 2006-4 AF1	75970HAD2	347,135.46	213,353.70
RALI 2002-QS2 B1	76110GWJ6	624,870.14	398,446.27
RALI 2004-QA4 M2	76110HZQ5	871,148.99	210,871.95
RASC 2004-KS7 AI6	76110WB21	166,204.81	102,202.46
SBM7 2001-1 MF2	79550DAE9	1,026,654.51	930,038.60
SAST 2003-1 M2	805564NC1	383,617.88	244,296.78
SASC 2005-WF4 B2	863576DR2	4,186,222.50	(507.40)
SAIL 03BC11M4	86358EEQ5	1,130,574.17	150,606.93
TBW 2007-1 A3	87222EAC2	188,000.00	98,788.70
TMST 2002-3 B2	885220BV4	741,327.66	360,978.49
WAMU 2003-S4 CB4	9292275U6	804,092.75	319,428.40
WAMU 2003-AR7 B3	9292276Q4	787,319.54	626,458.04
WAMU 2007-OA6 2XPPP	92927BAG7	63,703,393.44	1,242,407.74
WAMMS 2004-RA2 CB1	939336S20	1,459,490.49	1,198,269.62
WAMU 2004-AR14 B2	939336W66	2,656,720.32	351,993.26
WFMBS 2003-17 B4	94981CAA7	241,094.84	351,085.82
WFMBS 2005-AR11 2B1	94982RAG0	2,015,694.32	1,551,248.75
WFMBS 2005-17 1A2	94982SAE3	71,308.06	12,121.41
WFALT 2007-PA5 2A2	949922AU2	579,787.91	105,285.19
TOTALS		233,692,619.24	55,980,867.09

Fund Name: American RMBS Equity Fund IV
Project Name: December 31, 2013 Bond Valuation

Name of Bond	CUSIP	Date Bought	Face Bought	Price Paid	12/31 Face	Hayden Valuation
AMSI 2004-R3 M6	03072SQH1	4/3/2012	571,533.32	160,029.33	532,315.42	273,415.41
BAFC 2007-08 XIO	05953LAM1	12/11/2012	3,252,008.88	650,401.78	2,323,068.96	517,318.05
BOAMS 2004-05 XB1	05948X7J4	9/14/2012	422,512.46	340,122.53	322,921.21	403,283.66
BOAMS 2004-08 15IO	05949ATT7	11/2/2011	289,087.09	28,728.03	153,185.81	11,729.65
BOAMS 2004-11 30IO	05949AD98	4/28/2010	4,075,030.82	799,724.80	1,466,629.51	1,327,899.02
BOAMS 2006-03 1A13	05950LAN2	11/2/2011	1,096,312.48	224,744.06	709,010.21	138,952.33
BSABS 2007-HE5 M2	073859AH3	9/27/2012	5,000,000.00	2,250,000.00	5,000,000.00	1,125,455.72
BSCM 2007-P16 H	07388YBE1	2/28/2013	5,995,000.00	749,375.00	5,995,000.00	699,319.46
CMLTI 2004-HY4 1M	17307GMP0	4/4/2011	443,747.63	217,436.34	402,394.79	252,785.39
CSAB 2006-01 A4	22943HAE6	10/16/2013	16,171,000.00	8,408,920.00	16,171,000.00	10,994,098.55
CWALT 2004-3T1 M	12667FDT9	9/14/2012	304,548.72	231,457.02	280,147.59	222,958.94
CWALT 2005-46C A15	12667G7J6	2/19/2013	445,561.98	131,440.78	289,954.59	74,197.90
CWHL 2003-J4 B1	12669EGW0	1/11/2013	816,323.86	644,895.85	621,331.52	339,652.75
CWHL 2004-J2 B2	12669FQW6	8/6/2012	643,475.01	241,303.13	152,435.82	32,561.97
CWHL 2006-19 X	12543XAK2	4/2/2013	53,129,349.13	4,781,641.42	43,364,639.81	4,299,604.04
CXHE 2002-A MF2	152314EN6	6/15/2011	1,158,706.61	524,314.74	1,072,186.60	345,166.54
FHASI 2006-AR4 IIA2	32053AAF3	8/10/2012	619,742.94	254,094.61	448,273.29	87,057.65
GSAMP 2006-HE7 M2	36245EAG3	4/19/2011	2,305,000.00	449,475.00	748,695.88	121,889.25
GSR 2006-1F 5A2	3623418A0	5/28/2010	30,983.49	10,844.22	2,372.45	362.12
HEAT 2002-5 M2	2254W0AJ4	9/5/2012	850,925.38	750,941.65	745,588.62	684,278.17
HVMLT 2005-03 X2	41161PNK5	3/22/2011	4,011,894.46	290,862.35	2,361,391.66	79,720.16
HVMLT 2006-01 X1	41161PB36	3/1/2013	10,422,599.10	1,276,768.39	9,247,638.42	741,419.48
LMT 2007-10 1A2	52522QAB8	11/13/2012	1,054,377.59	274,138.17	317,498.56	14,944.35
MALT 2007-A2 A3D	59024FAG9	8/7/2013	14,452,530.54	9,683,195.46	14,452,530.54	9,683,195.46

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Fund Name: American RMBS Equity Fund IV
Project Name: December 31, 2013 Bond Valuation

Name of Bond	CUSIP	Date Bought	Face Bought	Price Paid	12/31 Face	Hayden Valuation
MASTR 2003-04 30AX	55265KWP0	10/15/2012	2,831,507.72	424,726.16	1,822,196.16	204,796.98
MSAC 2007-HE6 A1	61755CAA0	11/7/2012	309,644.16	213,654.47	280,228.21	269,525.97
MSM 2007-6XS 2A7M	61751JAP6	12/27/2012	8,191,000.00	3,767,860.00	8,191,000.00	6,773,370.49
MSM 2007-14AR 3A4	61756VAV1	12/5/2011	34,161,499.26	427,018.74	23,420,462.43	753.68
POPLR 2004-4 M4	73316PAL4	2/29/2012	2,079,844.20	920,331.06	2,079,844.20	135,938.39
POPLR 2005-2 M4	73316PCN8	12/20/2011	1,634,794.10	286,088.97	1,634,794.10	225,710.57
RALI 2002-QS2 B1	76110GWJ6	2/6/2012	908,412.27	461,019.22	733,732.14	749,341.33
RALI 2004-QA4 M2	76110HZQ5	2/25/2011	871,148.99	229,765.55	309,848.21	18,084.07
RAST 2003-A11 B3	45660NVF9	1/25/2011	1,333,551.39	568,426.28	1,243,435.40	623,924.58
RAST 2003-A4 B3	45660NPV1	5/4/2011	1,123,282.71	533,559.29	52,559.19	48,977.58
SAIL 2006-4 A5	86360WAE2	8/1/2013	13,492,000.00	10,388,840.00	13,492,000.00	10,388,840.00
SAIL 2003-B11 M4	86358EEQ5	8/23/2010	1,130,574.17	960,988.04	42,175.01	28,090.42
SARM 2004-08 B1X	86359BWT4	5/8/2013	19,778,903.47	2,808,604.29	19,024,375.45	1,918,291.19
SBM7 2001-01 MF2	79550DAE9	3/2/2012	1,026,654.51	316,979.58	851,263.75	434,649.10
WAMU 2003-S4 CB4	9292275U6	10/17/2012	804,092.75	442,251.01	678,072.94	344,369.10
WAMU 2004-A14 B2	939336W66	7/22/2011	2,656,720.32	730,598.09	2,453,870.91	651,486.35
WAMU 2007-OA6 2XPPP	92927BAG7	4/16/2012	63,703,393.44	1,353,697.11	45,728,482.66	1,918,291.19
WFMBS 2005-17 IA2	94982SAE3	5/28/2010	71,308.06	35,654.03	22,138.50	6,121.73
WMALT 2005-01 B1	9393363A9	4/8/2013	5,250,382.45	1,890,137.68	4,071,943.39	767,561.33
Totals			288,920,965.46	60,135,054.23	233,312,633.91	57,979,390.07

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American RMBS Equity Fund IV SELL Settle: 4/28/2015

59024FAG9 MANA 2007-A2 A3D Next Payment: May 2015

ABS Investment Group
Trade Ticket

Fund Name:	American RMBS Equity Fund IV		
Transaction:	SELL		
Counterparty:	ABS		(Buyer)
Contact:		Contact Email:	
Trade Date:	4/23/2015	Settle Date:	4/28/2015
CUSIP:	59024FAG9	Coupon:	0.47375%
Bond Name:	MANA 2007-A2 A3D	Type:	Variable Rate
Long Name:	Merrill Lynch Alternative Loan Trust 2007-A2, A3D "Mana"		
Bond Issue Date:	3/30/2007	Bond Maturity Date:	3/25/2037
Next Payment:	5/26/2015	Delay:	0 Days
Factor:	0.722626527	Factor Date:	Mar 2015
Price:	10.250		
Original Face:	20,000,000.00	Original Bond Total Bal:	46,527,000.00
Current Face:	14,452,530.54	Current Bond Total Bal:	33,621,644.42
Principal:	1,481,384.38		
Accrual Start Date:	4/27/2015	Accrual End Date:	4/27/2015
Interest Accrual:	190.19	Accrual Days:	1
Total Funds:	1,481,574.57		

Seller

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Comments: American RMBS Equity Fund IV sells

Authorized Signatory

American RMBS Equity Fund IV | BUY | Settle: 11/8/2012

52525FAH6 | LMT 2008-6 B1 | Next Payment: Dec 2012

ABS Investment Group
Trade Ticket

Fund Name:	American RMBS Equity Fund IV		
Transaction:	BUY		
Counterparty:	ABS		(Seller)
Contact:		Contact Email:	
Trade Date:	10/25/2012	Settle Date:	11/8/2012
CUSIP:	52525FAH6	Coupon:	5.213%
Bond Name:	LMT 2008-6 B1	Type:	Variable Rate
Long Name:	Lehman Mortgage Trust 2008-6, B1		
Bond Issue Date:	8/29/2008	Bond Maturity Date:	10/25/2021
Next Payment:	12/25/2012	Delay:	24 Days
Factor:	0.970099592	Factor Date:	Oct 2012
Price:	32.970		
Original Face:	6,614,000.00	Original Bond Total Bal:	6,614,000.00
Current Face:	6,416,238.70	Current Bond Total Bal:	6,416,238.70
Principal:	2,115,457.52		
Accrual Start Date:	11/1/2012	Accrual End Date:	11/7/2012
Interest Accrual:	6,498.11	Accrual Days:	7
Total Funds:	2,121,955.63		

Buyer

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Seller

ABS

Comments: American RMBS Equity Fund IV buys

Authorized Signatory

*** TRADE TICKET ***

ABS INVESTMENT GROUP

TRADE DATE:	18-Jan-12	
TRADER:	ABS	
CUSIP:	71085PDD2	
BOND NAME:	PCHLT 2005-4 1A2	
PRICE:	59.7500000	[59-24]
SETTLE:	23-Jan-12	[MONDAY]
DAYS ACCRUAL:	27 DYS ACC	
ACCRUAL PAID:	459.69	
NEXT PAYMENT:	1/25/12	[24 DAY DELAY]
SELLS:	4,675,000.00	
FACTOR:	0.236825420	
CURRENT FACE:	1,107,158.84	
PRINCIPAL VALUE:	661,527.41	
TOTAL FUNDS:	661,987.10	

*** TRADE TICKET ***

ABS INVESTMENT GROUP

TRADE DATE:	2-Feb-12	
TRADER:	ABS	
CUSIP:	36228FSV9	
BOND NAME:	GSAMP 2003-HE1 M2	
PRICE:	59.0000000	[59-00]
SETTLE:	7-Feb-12	[TUESDAY]
BOND COUPON:	3.1309%	
DAYS ACCRUAL:	18 DYS ACC	
ACCRUAL PAID:	239.53	
NEXT PAYMENT:	25-Feb-12	[0 DAY DELAY]
SELLS (ORIG. FACE):	1,200,000.00	
FACTOR:	0.127509287	
CURRENT FACE:	153,011.14	
PRINCIPAL VALUE:	90,276.57	
TOTAL FUNDS:	90,516.10	

Owner: American RMBS Equity Fund IV, LP

Seller: Jay Modi, Limited Partner American RMBS Equity Fund IV, LP Suite 104, 320 - 23 Ave. SW
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*** TRADE TICKET ***

ABS INVESTMENT GROUP

TRADE DATE:	3-Nov-11	
TRADER:	ABS	
CUSIP:	362334MZ4	
BOND NAME:	GSAA 2006-6 AF7	
PRICE:	25.0000000	[25-00]
SETTLE:	8-Nov-11	[TUESDAY]
DAYS ACCRUAL:	7	
ACCRUAL PAID:	4,919.89	
NEXT PAYMENT:	12/25/11	[24 DAY DELAY]
SELLS:	4,321,000.00	
FACTOR:	1.000000000	
OFFERED FACE:	4,321,000.00	
PRINCIPAL VALUE:	1,080,250.00	
TOTAL FUNDS:	1,085,169.89	

*** TRADE TICKET ***

ABS INVESTMENT GROUP

TRADE DATE:	9-Dec-11	
TRADER:	ABS	
CUSIP:	126670PH5	
BOND NAME:	CWL 2005-16 MV1	
PRICE:	24.5000000	[24-16]
SETTLE:	14-Dec-11	[WEDNESDAY]
DAYS ACCRUAL:	19 DYS ACC	
ACCRUAL PAID:	946.33	
NEXT PAYMENT:	12/25/11	[0 DAY DELAY]
SELLS:	2,500,000.00	
FACTOR:	1.000000000	
CURRENT FACE:	2,500,000.00	
PRINCIPAL VALUE:	612,500.00	
TOTAL FUNDS:	613,446.33	

*** TRADE TICKET ***

ABS INVESTMENT GROUP

TRADE DATE:	29-Jul-13	
TRADER:	ABS	
CUSIP:	86360WAE2 SAIL	
BOND NAME:	2006-4 A5	
PRICE:	77.0000000	[77-00]
SETTLE:	1-Aug-13	[THURSDAY]
BOND COUPON:	0.500%	
DAYS ACCRUAL:	7	[7 DAYS ACCRUED]
ACCRUAL PAID:	1,311.80	
NEXT PAYMENT:	26-Aug-13	[0 DAY DELAY]
SELLS (ORIG. FACE):	13,492,000.00	
FACTOR:	1.000000000	
CURRENT FACE:	13,492,000.00	
PRINCIPAL VALUE:	10,388,840.00	
TOTAL FUNDS:	10,390,151.80	

COMMENTS: Amer. RMBS Equity Fund IV buys, and ABS Investment Group sells $13,492,000 original face.

Contacts

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*** TRADE TICKET ***

ABS INVESTMENT GROUP

TRADE DATE:	29-Nov-12	
TRADER:	ABS	
CUSIP:	71085PDD2	
BOND NAME:	PCHLT 2005-4	
PRICE:	60.2000000	[60-00]
SETTLE:	4-Dec-12	[TUESDAY]
BOND COUPON:	0.468%	
DAYS ACCRUAL:	8	[8 DAYS ACCRUED]
ACCRUAL PAID:	18.91	
NEXT PAYMENT:	25-Dec-12	[0 DAY DELAY]
SELLS (ORIG. FACE):	800,000.00	
FACTOR:	0.2275104600	
CURRENT FACE:	182,008.37	
PRINCIPAL VALUE:	109,205.02	
TOTAL FUNDS:	109,223.93	
COMMENTS:	Amer. RMBS Equity Fund IV buys, and ABS Investment Group sells $800,000 original face.	

Contacts

Purchaser:

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*** TRADE TICKET ***

ABS INVESTMENT GROUP

TRADE DATE:	7-Aug-12	
TRADER:	ABS Investment Group	
CUSIP:	71085PDD2	
ISIN:		
EUROCLEAR ELIGIBLE:	Yes	
BOND NAME:	PCHLT 2005-4 1A2	
PRICE:	63.0000000	[63-00]
SETTLE:	10-Aug-12	[FRIDAY]
BOND COUPON:	0.505%	
DAYS ACCRUAL:	9 DYS ACC	
ACCRUAL PAID:	135.62	
NEXT PAYMENT:	25-Sep-12	[24 DAY DELAY]
SELLS (ORIG. FACE):	4,675,000.00	
FACTOR:	0.229782700	
CURRENT FACE:	1,074,234.12	
PRINCIPAL VALUE:	676,767.50	
TOTAL FUNDS:	676,903.12	
COMMENTS:	American RMBS Equity Fund IV/ABSIG sells 4,675,000 orig face.	

Contacts

Seller:

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*** TRADE TICKET ***

ABS INVESTMENT GROUP

TRADE DATE:	2-Aug-13	
TRADER:	ABS	
CUSIP:	59024FAG9	
BOND NAME:	MANA 2007-A2 A3D	
PRICE:	67.0000000	[67-00]
SETTLE:	7-Aug-13	[WEDNESSDAY]
BOND COUPON:	0.490%	
DAYS ACCRUAL:	13	[13 DAYS ACCRUED]
ACCRUAL PAID:	2,557.45	
NEXT PAYMENT:	26-Aug-13	[0 DAY DELAY]
SELLS (ORIG. FACE):	20,000,000.00	
FACTOR:	0.722626527	
CURRENT FACE:	14,452,530.54	
PRINCIPAL VALUE:	9,683,195.46	
TOTAL FUNDS:	9,685,752.91	
COMMENTS:	Amer. RMBS Equity Fund IV buys, and ABS Investment Group sells $20,000,000 original face.	

Contacts

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*** TRADE TICKET ***

ABS INVESTMENT GROUP

TRADE DATE:	25-Oct-12	
TRADER:	ABS	
CUSIP:	52525FAH6 LMT	
BOND NAME:	2008-6 B1	
PRICE:	33.0000000	[33-00]
SETTLE:	8-Nov-12	[THURSDAY]
BOND COUPON:	5.213%	
DAYS ACCRUAL:	7	[7 DAYS ACCRUED]
ACCRUAL PAID:	6,498.11	
NEXT PAYMENT:	25-Dec-12	[24 DAY DELAY]
SELLS (ORIG. FACE):	6,614,000.00	
FACTOR:	0.9692289129	
CURRENT FACE:	6,410,480.03	
PRINCIPAL VALUE:	2,115,458.41	
TOTAL FUNDS:	2,121,956.52	

COMMENTS: Amer. RMBS Equity Fund IV buys, and ABS Investment Group sells $6,614,000 original face.

Contacts

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*** TRADE TICKET ***

ABS INVESTMENT GROUP

TRADE DATE:	7-Aug-12	
TRADER:	ABS Investment Group	
CUSIP:	36228FSV9	
ISIN:		
EUROCLEAR ELIGIBLE:	Yes	
BOND NAME:	GSAMP 2003-HE1 M2	
PRICE:	62.0000000	[62-00]
SETTLE:	10-Aug-12	[FRIDAY]
BOND COUPON:	3.094%	
DAYS ACCRUAL:	9 DYS ACC	
ACCRUAL PAID:	107.46	
NEXT PAYMENT:	25-Sep-12	[24 DAY DELAY]
SELLS (ORIG. FACE):	1,200,000.00	
FACTOR:	0.115776000	
CURRENT FACE:	138,931.20	
PRINCIPAL VALUE:	86,137.34	
TOTAL FUNDS:	86,244.81	
COMMENTS:	American RMBS Equity Fund IV/ABSIG sells 1,200,000 orig face.	

Contacts

Seller:

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*** TRADE TICKET ***

ABS INVESTMENT GROUP

TRADE DATE:	9-Aug-12	
TRADER:	ABS	
CUSIP:	32113JBV6	
ISIN:		
EUROCLEAR ELIGIBLE:		
BOND NAME:	FNLC 2005-3 M2	
PRICE:	15.62500	[15-20]
SETTLE:	14-Aug-12	[TUESDAY]
BOND COUPON:	1.26620%	
DAYS ACCRUAL:	20 DYS ACC	
ACCRUAL PAID:	4,924.11	
NEXT PAYMENT:	27-Aug-12	[0 DAY DELAY]
SELLS (ORIG. FACE):	7,000,000.00	
FACTOR:	1.0000000000	
CURRENT FACE:	7,000,000.00	
PRINCIPAL VALUE:	1,093,750.00	
TOTAL FUNDS:	1,098,674.11	
COMMENTS:	Amer. RMBS Equity Fund IV buys, and ABS Investment Group sells $7,000,000 original face.	

Contacts

Purchaser:

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*** TRADE TICKET ***

ABS INVESTMENT GROUP

TRADE DATE:	7-Aug-12	
TRADER:	ABS Investment Group	
CUSIP:	126670PH5	
ISIN:		
EUROCLEAR ELIGIBLE:	Yes	
BOND NAME:	CWL 2005-16 MV1	
PRICE:	26.0000000	[26-00]
SETTLE:	10-Aug-12	[FRIDAY]
BOND COUPON:	0.705%	
DAYS ACCRUAL:	9 DYS ACC	
ACCRUAL PAID:	440.63	
NEXT PAYMENT:	25-Sep-12	[24 DAY DELAY]
SELLS (ORIG. FACE):	2,500,000.00	
FACTOR:	1.000000000	
CURRENT FACE:	2,500,000.00	
PRINCIPAL VALUE:	650,000.00	
TOTAL FUNDS:	650,440.63	
COMMENTS:	American RMBS Equity Fund IV/ABSIG sells 2,500,000 orig face.	

Contacts

Seller:

Jay Modi, Limited Partner American RMBS Equity Fund IV, LP Suite 104, 320 - 23 Ave. SW Calgary, AB T2S 0J2
+1 (403)984-6240 (office)
+1 (403)701-6634 (mobile)
jay.modi@omniarchcapital.com

*** TRADE TICKET ***

ABS INVESTMENT GROUP

TRADE DATE:	7-Aug-12	
TRADER:	ABS Investment Group	
CUSIP:	17307GPG7	
ISIN:		
EUROCLEAR ELIGIBLE:	Yes	
BOND NAME:	CMLTI 2005-WF1 M1	
PRICE:	46.5000000	[46-16]
SETTLE:	10-Aug-12	[FRIDAY]
BOND COUPON:	5.330%	
DAYS ACCRUAL:	9 DYS ACC	
ACCRUAL PAID:	1,117.41	
NEXT PAYMENT:	25-Sep-12	[24 DAY DELAY]
SELLS (ORIG. FACE):	925,000.00	
FACTOR:	0.906571850	
CURRENT FACE:	838,578.96	
PRINCIPAL VALUE:	389,939.22	
TOTAL FUNDS:	391,056.62	
COMMENTS:	American RMBS Equity Fund IV/ABSIG sells 925,000 orig face.	

Contacts

Seller:

Jay Modi, Limited Partner
American RMBS Equity Fund IV, LP
Suite 104, 320 - 23 Ave. SW Calgary, AB T2S 0J2
+1 (403)984-6240 (office)
+1 (403)701-6634 (mobile)
jay.modi@omniarchcapital.com

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: Re: Arb for CWALT and INDX...
Date: 11 December 2012 at 14:18
To: Mark Bishop mailtobishop@gmail.com

Super! Super!

We Received 42 million today from the pension authority!!!!

Double what we expected!

You can prepare another MBS of the same size right away. We are going to break the half billion line before Christmas!

Best Regards,

Emil Amir Ingmanson

Sent from my iPhone

11 dec 2012 kl. 22:15 skrev "Mark Bishop" <mailtobishop@gmail.com>:

> Emil -
>
> I set a wire in the amount of USD 251.343,28, to Solid Venture Capital Ltd (Barclays Bank account), on Wednesday, December 12th.
>
> Regards,
>
> Mark
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: Re: flying tomorrow...
Date: 13 December 2012 at 08:42
To: Mark mailtobishop@gmail.com

Mark -

Please find another MBS of the same size and arbitrage ASAP. We have enough volume in the fund to buy it.

Also, Everybody is now on board on the 1 billion goal by the end of Q1. This is going to be tough but I think that we can do it.

A party like the christmas gala is what they want if the manage to reach the goal. The cost will be around 75K. It's that OK, you think?

Finally, Do you have time to go see the boxes at the new arena some time next week? I can fix a tour for us. There are a few left to rent.

Best Regards,

Emil Amir Ingmanson
Solid Equity AB
Hammarby Kaj 16
120 30 Stockholm, Sweden
Office phone: +4685-172 07 00
Mobile phone: +4673-293 99 99
eai@solidequity.se
www.solidequity.se

This communication, including any attachments, is confidential and must not be read by or disclosed to any person other than the above-named addressee(s). Any unauthorised party intercepting this communication is required to forward it to its intended destination &/or inform the sender as soon as possible. The Partnership - i.e. Solid Equity including any and all associated businesses - disclaims any liability for any action taken in reliance on the content of this communication. The statements or opinions expressed in this communication are not necessarily those of the partnership and should not be represented as such. Whilst all reasonable precautions have been taken to ensure that no harmful content is transmitted to any third party the partnership accepts no responsibility for any inconvenience, loss or damage resulting directly or indirectly from the use of this communication.

The Swedish National Defence Radio Establishment (FRA) may monitor e-mail traffic data and also the content of e-mail for the purposes of domestic surveillance.

Från: Mark <mailtobishop@gmail.com>
Datum: tisdag 11 december 2012 23:41

Till: Emil Amir Ingmanson <eai@solidequity.se>
Ämne: Re: flying tomorrow...

I support that goal !!!

==========
Mark Bishop
+1 949 678 9574
+46 709 933 538

On Dec 12, 2012, at 0:35, Emil Amir Ingmanson <eai@solidequity.se> wrote:

> Me too,
>
> I've set a new very ambitious goal. We shall reach 1 billion by the end of the first quarter 2013!
>
> Best Regards,
>
> Emil Amir Ingmanson
>
> Sent from my iPhone
>
> 11 dec 2012 kl. 23:32 skrev "Mark" <mailtobishop@gmail.com>:
>
> > Thank you. No worries as this is expected, but no one is ever ready for it. I'll stay in touch, and in the meantime work my ass off on our Fund.
> >
> > Best,
> >
> > M
> >
> > ==========
> > Mark Bishop
> > +1 949 678 9574
> > +46 709 933 538
> >
> > On Dec 12, 2012, at 0:28, Emil Amir Ingmanson <eai@solidequity.se> wrote:

Ok. I understand.

Hope she will be OK. I'm available if you need me.

Hope to see you soon again.

Best Regards,

Emil Amir Ingmanson

Sent from my iPhone

11 dec 2012 kl. 23:24 skrev "Mark Bishop" <mailtobishop@gmail.com>:

> Emil -
>
> Just got a call, that Annika's mother is in the hospital (dementia issues). We will fly to Gothenburg tomorrow morning and spend a few days there. Then will go to California over the weekend and try to get back to Stockholm before Christmas.
>
> I'll give you a call when we leave the hospital.
>
> Regards,
>
> M
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: SV: Arb for CWALT and INDX...
Date: 14 December 2012 at 05:51
To: Mark Bishop mailtobishop@gmail.com

Super!

Thank you.

Best Regards,

Emil Amir Ingmanson
Solid Equity AB
Hammarby Kaj 16
120 30 Stockholm, Sweden
Office phone: +4685-172 07 00
Mobile phone: +4673-293 99 99
eai@solidequity.se
www.solidequity.se

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The Swedish National Defence Radio Establishment (FRA) may monitor e-mail traffic data and also the content of e-mail for the purposes of domestic surveillance.

Från: Mark Bishop [mailto:mailtobishop@gmail.com]
Skickat: den 14 december 2012 14:40
Till: Emil Amir Ingmanson
Ämne: Re: Arb for CWALT and INDX...

EMIL - ATTACHED ARE THE TRADE TICKETS FOR THE SALE OF THE INDX AND CWALT BONDS TO AURIGA. REGARDS. M

==========

On Fri, Dec 14, 2012 at 8:27 AM, Emil Amir Ingmanson <eai@solidequity.se> wrote:
Hi Mark -

Can you send me the trade ticket for this transaction.

Did you get the sales budget in the arbitrage as agreed?

It doesn't look like that to me, but I haven't seen the exact numbers.

Best Regards,

Emil Amir Ingmanson
Solid Equity AB
Hammarby Kaj 16
120 30 Stockholm, Sweden
Office phone: +4685-172 07 00
Mobile phone: +4673-293 99 99
eai@solidequity.se
www.solidequity.se

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The Swedish National Defence Radio Establishment (FRA) may monitor e-mail traffic data and also the content of e-mail for the purposes of domestic surveillance.

Från: Mark Bishop <mailtobishop@gmail.com>
Datum: tisdag 11 december 2012 22:15
Till: Emil Amir Ingmanson <eai@solidequity.se>
Ämne: Arb for CWALT and INDX...

Emil -

I set a wire in the amount of USD 251.343,28, to Solid Venture Capital Ltd (Barclays Bank account), on Wednesday, December 12th.

Regards,

Mark

--

Mark Bishop
+1 949 678 9574
+46 709 933 538

--

Mark Bishop
+1 949 678 9574
+46 709 933 538

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: Re: Arb for CWALT and INDX...
Date: 22 December 2012 at 00:24
To: Mark Bishop mailtobishop@gmail.com

OK,

I think I understand, but the volume on the trade ticket is confusing. I thought the volume was $3,955 984.22 on the CWALT but it's much lower, right?

Please teach me how this work when we see each other next time.

Merry Christmas!

Best Regards,

Emil Amir Ingmanson
Solid Equity AB
Hammarby Kaj 16
120 30 Stockholm, Sweden
Office phone: +4685-172 07 00
Mobile phone: +4673-293 99 99
eai@solidequity.se
www.solidequity.se

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The Swedish National Defence Radio Establishment (FRA) may monitor e-mail traffic data and also the content of e-mail for the purposes of domestic surveillance.

Från: Mark Bishop <mailtobishop@gmail.com>
Datum: fredag 21 december 2012 16:39
Till: Emil Amir Ingmanson <eai@solidequity.se>
Ämne: Re: Arb for CWALT and INDX...

EMIL -

INDX: WE ASKED TO TRADE THE INDX BOND AT A PRICE OF 30-00 TO TRACTION AND 29-00 TO US, WHICH WOULD HAVE ALLOWED A 20% ARB TO SOLID. AURIGA COMPLIANCE GAVE US A TOP SALES PRICE OF 28-00 TO TRACTION AND 27-00 TO US,,, WHICH NARROWED THE ARB TO 14.814%, OR USD 53.544,06.

CWALT: WE TRADED THE CWALT AT A PRICE OF 26-00 TO TRACTION AND 25-00 TO US, WHICH IS AN ARB OF 20%, OR USD 197.799,22.

A TOTAL WIRE OF USD 251.343,28 WAS SENT TO SOLID AT BARCLAYS ON DECEMBER 12, 2012 (SEE ATTACHED WIRE TRANSACTION ADVICE).

BEST REGARDS,

MARK

==========

> On Fri, Dec 21, 2012 at 10:06 AM, Emil Amir Ingmanson <eai@solidequity.se> wrote:
> Hi Mark,
>
> We have received the arbitrage for the INDX bond, but not for the CWALT. When do we get that?
>
> Also, the arbitrage was 18,78% on the INDX bond, not 20% as agreed, why is that? I need to understand how this is calculated.
>
> Best Regards,
>
> Emil Amir Ingmanson
> Solid Equity AB
> Hammarby Kaj 16
> 120 30 Stockholm, Sweden
> Office phone: +4685-172 07 00
> Mobile phone: +4673-293 99 99
> eai@solidequity.se
> www.solidequity.se
>
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The Swedish National Defence Radio Establishment (FRA) may monitor e-mail traffic data and also the content of e-mail for the purposes of domestic surveillance.

Från: Mark Bishop <mailtobishop@gmail.com>
Datum: fredag 14 december 2012 14:40

Till: Emil Amir Ingmanson <eai@solidequity.se>
Ämne: Re: Arb for CWALT and INDX...

EMIL - ATTACHED ARE THE TRADE TICKETS FOR THE SALE OF THE INDX AND CWALT BONDS TO AURIGA. REGARDS. M

==========

> On Fri, Dec 14, 2012 at 8:27 AM, Emil Amir Ingmanson <eai@solidequity.se> wrote:
> Hi Mark -
>
> Can you send me the trade ticket for this transaction.
>
> Did you get the sales budget in the arbitrage as agreed?
>
> It doesn't look like that to me, but I haven't seen the exact numbers.
>
>
> Best Regards,
>
> Emil Amir Ingmanson
> Solid Equity AB
> Hammarby Kaj 16
> 120 30 Stockholm, Sweden
> Office phone: +4685-172 07 00
> Mobile phone: +4673-293 99 99
>
> eai@solidequity.se
> www.solidequity.se
>
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The Swedish National Defence Radio Establishment (FRA) may monitor e-mail traffic data and also the content of e-mail for the purposes of domestic surveillance.

Från: Mark Bishop <mailtobishop@gmail.com>
Datum: tisdag 11 december 2012 22:15
Till: Emil Amir Ingmanson <eai@solidequity.se>
Ämne: Arb for CWALT and INDX...

Emil -

I set a wire in the amount of USD 251.343,28, to Solid Venture Capital Ltd (Barclays Bank account), on Wednesday, December 12th.

Regards,

Mark

--
Mark Bishop
+1 949 678 9574
+46 709 933 538

--
Mark Bishop
+1 949 678 9574
+46 709 933 538

--
Mark Bishop

+1 949 678 9574
+46 709 933 538

From: **STEVE BISHOP** s3hopsib@yahoo.com
Subject: Traction SSA's (so far)
Date: 27 December 2012 at 07:13
To: mbishop mbishop@absig.com
Cc: Gmail bishop1329@gmail.com

CWALT 528CB 111
GSAMP 03HE1 M2
INDX 06AR4 A1B
LMT 0502 1A4

From: **STEVE BISHOP** s3hopsib@yahoo.com
Subject: Traction SSA's (next 2)
Date: 27 December 2012 at 09:40
To: mbishop mbishop@absig.com
Cc: Gmail bishop1329@gmail.com, mailtobishop@gmail.com

BG721-5

Attached:

CMLTI 05WFF1 M1
CFAB 035 IB

Last 3 will be worked on when data is available (probably tommorrow morning).

Steve

From: **Helena Erlandsson** erlandssonhelena@hotmail.com
Subject: Re: Lunch?
Date: 18 January 2013 at 01:21
To: Mark mailtobishop@gmail.com

Hi!
How are you?
Nice weather today :-).
I will take a walk.

Lunch at scandic Hotel, karlavägen , the 4 th of February 11.30.
I will book a table.
Ok for you?

Helena

Skickat från min iPhone

> 18 jan 2013 kl. 00:44 skrev Mark <mailtobishop@gmail.com>:
>
> Helena -
>
> I also enjoyed meeting with you.
>
> Yes, let's take lunch with Eric. I could be available for lunch almost any day during the first 3 weeks of February.
>
> Let me know.
>
> Best regards,
>
> Mark
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538
>
> > On 17 jan 2013, at 14:39, Helena Erlandsson

<erlandssonhelena@hotmail.com> wrote:

Hi!

Thank you for a pleasant day at Traction fonder yesterday! It is very exciting to be a part of this business.

I am really looking forward to this journey.

I called Erik Sears today, as I promised yesterday. My suggestion is that we meet him for lunch in February.

He is currently Managing Director at Swedish Trustee.

Swedish Trustee takes care of the interests of investors and contributes to create a liquid market for Swedish corporate bonds. By assuming the role of representative of bondholders in a bond issue and offering associated services, Swedish Trustee facilitates corporate financing in a more vibrant and secure market. Swedish Trustee AB was established in January 2012 and is 51% owned by Norsk Tillitsmann ASA and 49% by the Ackordscentralen Foundation.

Eric has so many contacts in the Market and is very friendly, competent and helpful. Could be good for you to meet him.

If you are interested, do you have any suggestions of days in February so I can check with Erik. I can book a table for us if you like.

Kind regards,

Helena

From: Mark Bishop mbishop@absig.com
Subject: [Fwd: trade tickets...]
Date: 15 Feb 2013, 13:32:17
To: mailtobishop@gmail.com

==========
Mark Bishop
mbishop@absig.com
+1 949 678 9574

Subject: trade tickets...
From: Mark Bishop <mbishop@absig.com>
Date: Fri, 02/15/2013 12:32 PM
To: emil@solidequity.se

Emil -

Please find attached the trade tickets for the BOAMS bond, being sold:

(1) ABS to Solid Venture Capital, and;
(2) Solid Venture Capital to Traction High Yield.

M

==========
Mark Bishop
mbishop@absig.com
+1 949 678 9574

Tap to Download
TRADE TIC...to SVC.pdf
201 KB

Tap to Download
TRADE TIC...raction.pdf
47,6 KB

From: Mark Bishop mbishop@absig.com
Subject: [Fwd: BOAMS 2004-L B1, cusip 05949AZH6, original face USD 12.863.000]
Date: 15 Feb 2013, 13:32:39
To: mailtobishop@gmail.com

==========
Mark Bishop
mbishop@absig.com
+1 949 678 9574

Subject: BOAMS 2004-L B1, cusip 05949AZH6, original face USD 12.863.000
From: Mark Bishop <mbishop@absig.com>
Date: Fri, 02/15/2013 12:33 PM
To: emil@solidequity.se

Emil -

Please find attached my delivery instructions and contact information for my back-office (Ron Chamberlin, +1 949 302 2204 mobile, rchamberlin@cwbk.com).

We will be delivering the subject bond (BOAMS 2004-L B1, cusip 05949AZH6, original face USD 12.863.000) via "DTC Free" delivery, from DTC number 0075, our account number "1360-4701", account name "ABS Investment Group LLC", to your account with Close Brothers Seydler Bank AG (DTC number "0908", acct. no. "089154 CSC63359", acct. name "Solid Venture Capital").

Please contact us if you have any questions.

Best regards,

Mark

==========
Mark Bishop
mbishop@absig.com
+1 949 678 9574

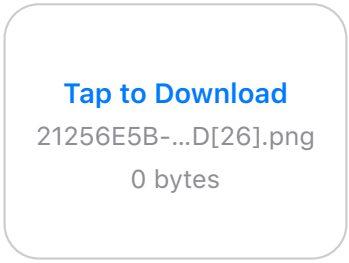
Tap to Download
LPL Deliver...uctions.pdf
40,0 KB

Tap to Download
TRADE TIC...to SVC.pdf
201 KB

From: Emil Amir Ingmanson eai@solidequity.se
Subject: Re: [Fwd: trade tickets...]
Date: 15 Feb 2013, 16:26:04
To: Mark Bishop mailtobishop@gmail.com

Should I send something to CBSB?

Best Regards,
E-A Ingmanson



Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: Mark Bishop <mailtobishop@gmail.com>
Date: Fri, 15 Feb 2013 13:33:46 +0100
To: Emil Amir Ingmanson <eai@solidequity.se>
Subject: Fwd: [Fwd: trade tickets...]

---------- Forwarded message ----------
From: **Mark Bishop** <mbishop@absig.com>
Date: Fri, Feb 15, 2013 at 1:21 PM
Subject: [Fwd: trade tickets...]
To: mailtobishop@gmail.com

==========
Mark Bishop

mbishop@absig.com
+1 949 678 9574

Subject: trade tickets...
From: Mark Bishop <mbishop@absig.com>
Date: Fri, 02/15/2013 12:32 PM
To: emil@solidequity.se

Emil -

Please find attached the trade tickets for the BOAMS bond, being sold:

(1) ABS to Solid Venture Capital, and;
(2) Solid Venture Capital to Traction High Yield.

M

==========

Mark Bishop
mbishop@absig.com
+1 949 678 9574

--

Mark Bishop
+1 949 678 9574
+46 709 933 538

From: Emil Amir Ingmanson eai@solidequity.se
Subject: Re: [Fwd: BOAMS 2004-L B1, cusip 05949AZH6, original face USD 12.863.000]
Date: 15 Feb 2013, 16:26:05
To: Mark Bishop mailtobishop@gmail.com

Should I send something to CBSB?

Best Regards,
E-A Ingmanson

Tap to Download
21256E5B-...4D[25].png
0 bytes

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: Mark Bishop <mailtobishop@gmail.com>
Date: Fri, 15 Feb 2013 13:34:02 +0100
To: Emil Amir Ingmanson <eai@solidequity.se>
Subject: Fwd: [Fwd: BOAMS 2004-L B1, cusip 05949AZH6, original face USD 12.863.000]

---------- Forwarded message ----------
From: **Mark Bishop** <mbishop@absig.com>
Date: Fri, Feb 15, 2013 at 1:21 PM
Subject: [Fwd: BOAMS 2004-L B1, cusip 05949AZH6, original face USD 12.863.000]
To: mailtobishop@gmail.com

==========

Mark Bishop
mbishop@absig.com
+1 949 678 9574

Subject: BOAMS 2004-L B1, cusip 05949AZH6, original face USD 12.863.000
From: Mark Bishop <mbishop@absig.com>
Date: Fri, 02/15/2013 12:33 PM
To: emil@solidequity.se

Emil -

Please find attached my delivery instructions and contact information for my back-office (Ron Chamberlin, +1 949 302 2204 mobile, rchamberlin@cwbk.com).

We will be delivering the subject bond (BOAMS 2004-L B1, cusip 05949AZH6, original face USD 12.863.000) via "DTC Free" delivery, from DTC number 0075, our account number "1360-4701", account name "ABS Investment Group LLC", to your account with Close Brothers Seydler Bank AG (DTC number "0908", acct. no. "089154 CSC63359", acct. name "Solid Venture Capital").

Please contact us if you have any questions.

Best regards,

Mark

==========

Mark Bishop
mbishop@absig.com
+1 949 678 9574

--
Mark Bishop
+1 949 678 9574
+46 709 933 538

From: Lennart Johansson lbj@seeadlerab.se
Subject: CIMknows AB
Date: 20 Feb 2013, 08:07:41
To: mailtobishop@gmail.com

Hi Mark,

I am the guy you met twice at the Solid Equity/Traction Funds office; I will start as Chairman of the Board of Strategi & Placering so we will surely see more of each other in the future. I have other engagements as senior advisor to a german bank, I also sit on the board of a Fund Company "Life Funds EMEA" which actually is my old company "SEEADLER" which we sold to Oak Capital AB.

Mark, I am writing to you because Emil thought that you might be interested in participating in a rights issue that we are currently doing in CIMknows (a presentation is enclosed). It is a spinoff of University of Lund and it is an algoritm based method to select winners and losers amongst stocks. We are issuing stock to commersialise and internationalise this project. We are halfway through with the issue but there is still 2-3 MSEK left for an interested party. Valuation is 20 MSEK before and 25 MSEK after a 20 % increase in the number of shares.

If you interested call me asap since I hope we will close this within 2 weeks from now.

Best regards

/Lennart B Johansson
Partner and major shareholder
CIMknows AB
+46 733 523205

Tap to Download
CIM Metho...vestors.pdf
2,2 MB

From: Emil Ingmanson eai@solidequity.se
Subject: Re: Sales budget invoice...
Date: 20 Feb 2013, 12:13:41
To: Mark mailtobishop@gmail.com

Yes of course, 5% is sales budget and the Bond is over 400K.

Best Regards,

E-A Ingmanson

Sent from my iPhone

> 20 feb 2013 kl. 12:10 skrev Mark <mailtobishop@gmail.com>:
>
> Can I get this back next week after the BOAMS deal funds ? I still have negative to cover for the Fund company. Let me know.
>
> M
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538
>
> > On 20 feb 2013, at 11:46, Emil Amir Ingmanson <eai@solidequity.se> wrote:
> >
> > Hi Mark,
> >
> > Here is the invoice this month.
> >
> > We need the amount on Friday, to cover salaries and taxes.
> >
> > I really hope that this is the last month we need to do this!
> >
> > Best Regards,

E-A Ingmanson

<21256E5B-5599-47E1-B36B-02B91354B64D[36].png>

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

<Faktura-16[1].pdf>

From: Emil Amir Ingmanson eai@solidequity.se
Subject: Re: BOAMS trade ticket and wire instructions...
Date: 25 Feb 2013, 15:28:10
To: Mark Bishop mailtobishop@gmail.com

Hello,

I have given instructions to Carsten at CBSB about this and he is contacting trade operations to make sure how this is done.

Best Regards,
E-A Ingmanson

Tap to Download
21256E5B-...4D[8].png
0 bytes

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: Mark Bishop <mailtobishop@gmail.com>
Date: Mon, 25 Feb 2013 12:52:40 +0100
To: Emil Amir Ingmanson <eai@solidequity.se>
Subject: BOAMS trade ticket and wire instructions...

Emil -

Please find attached the trade ticket for the BOAMS bond, where ABS Investment Group sells to Solid Venture Capital, and our wire instructions. Per these instructions, on Wednesday, February 28th, please wire **USD 3 463 317,66** as follows:

WIRE TRANSFERS - INTERNATIONAL

Swift Code: WFBIUS6S

Beneficiary Bank Name: Wells Fargo Bank

Beneficiary Bank Address: San Francisco, CA USA

Beneficiary Acct #: 122243334

Beneficiary Name: Commerce West Bank

Further Credit: ABS Investment Group, LLC, Account # 92200070

(*Wire description*)

If you have any questions, feel free to contact me.

Regards,

Mark

==========

Mark Bishop
mbishop@absig.com
+1 949 678 9574

--
Mark Bishop
+1 949 678 9574
+46 709 933 538

From: Emil Ingmanson eai@solidequity.se
Subject: Re:
Date: 11 Mar 2013, 18:45:24
To: Mark Bishop mailtobishop@gmail.com
Cc: <emil@solidequity.se> emil@solidequity.se

Yes. I Think so, but I can't guarantee it.

Otherwise we just hold if for a couple of days or just sell a small one.

Rock'n roll!

Best Regards,

E-A Ingmanson

Sent from my iPhone

> 11 mar 2013 kl. 15:21 skrev Mark Bishop <mailtobishop@gmail.com>:
>
> Emil -
>
> I have a bond that I can transfer to you for purchase at Optimus High Yield for the month of March.
>
> CWL 2005-1 MF2, cusip 126673WF5.
>
> It will spend about USD 1.4 million,,, so the Fund will need about SEK 730 million in it in order for this new purchase to keep our "trash" holdings below 10%.
>
> Can you get us to SEK 730 million before the 25th of March?
>
> M
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538

From: Alex Hendrickson alex@aurigausallc.com
Subject: RE: CWL 2005-1 MF2
Date: 14 Mar 2013, 20:59:47
To: Mailtobishop mailtobishop@gmail.com

Anytime that works for you is great..

Alex Hendrickson
Managing Director
AURIGA USA, LLC
546 Fifth Ave, 9th Floor, New York, NY 10036
Ph: (646) 998-6430 C: (646) 303-5051 Fax: (646) 738-6560
Email - Alex@aurigausallc.com

From: Mailtobishop [mailto:mailtobishop@gmail.com]
Sent: Thursday, March 14, 2013 3:58 PM
To: Alex Hendrickson
Cc: Mark Bishop; Lisa Duehring
Subject: Re: CWL 2005-1 MF2

Coming out of our "American RMBS Equity Fund IV" account, LPL account number **7395-4378**.

Also, I can call you in about 30 min.

M

==========
Mark Bishop
+1 949 678 9574

> On 14 mar 2013, at 12:43, Alex Hendrickson <alex@aurigausallc.com> wrote:
>
> Thanks!!!
> Which sub account is it coming from ??
>
> Mark - you free this afternoon for a quick call??
>
> Alex Hendrickson
> Managing Director
> AURIGA USA, LLC
> 546 Fifth Ave, 9th Floor, New York, NY 10036
> Ph: (646) 998-6430 C: (646) 303-5051 Fax: (646) 738-6560
> Email - Alex@aurigausallc.com
>
> -----Original Message-----
> From: Mark Bishop [mailto:bishop1329@gmail.com]

Sent: Thursday, March 14, 2013 3:41 PM
To: Alex Hendrickson
Cc: Lisa Duehring
Subject: Re: CWL 2005-1 MF2

I will notify LPL to transfer the bond immediately.

Regards,

M

==========
Mark Bishop
+1 949 678 9574

On 14 mar 2013, at 12:24, Alex Hendrickson <alex@aurigausallc.com> wrote:

Auriga Buys from ABS ****

Thanks for the trade..

TRADER: ALEX HENDRICKSON CUSIP: 126673WF5
BUYS: 2,638,000 of CWL 2005-1 MF2 5.505% 07/25/35
PRICE: 49.1250000 assuming CPR= 10.0 YTM: 16.209 AL= 9.68YR
SETTLE: 03/19/13 [Tue] Accrual Pd: 03/01/13 - 03/31/13 Monthly
Next Payment: 04/25/13 (24 day delay)
** Curr Face $ 2,331,528.32 <Feb13 Factor 0.8838242293>
PRINCIPAL VAL $ 1,145,363.29
+ 18 Days ACC $ 6,417.53 !ASSUMED: Mar13 coupon unknown
= TOTAL FUNDS $ 1,151,780.82 **

<NOTES>:

--

Our detailed disclaimer can be seen at
http://www.aurigausallc.com/disclaimer

--

Our detailed disclaimer can be seen at
http://www.aurigausallc.com/disclaimer

Our detailed disclaimer can be seen at http://www.aurigausallc.com/disclaimer

From: Emil Amir Ingmanson eai@solidequity.se
Subject: Sales budget...
Date: 19 Mar 2013, 10:57:12
To: Mark Bishop mailtobishop@gmail.com

Hi Mark,

Here is the invoice for the sales budget. Of course it will be repaid when the bond trade is done.

Best Regards,
E-A Ingmanson

Tap to Download
21256E5B-...64D[1].png
0 bytes

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

Tap to Download
Faktura-18[1].pdf
11,1 KB

From: **Robert Greenwood** bobgreenwood@bloomberg.net
Subject: Re: ID : 12543XAK2 *Trade Ticket* As of Date: 3/25/2013 10:10:30 Cusip: 12543XAK2
Date: 25 mars 2013 15:38
To:
Bcc: Gmail bishop1329@gmail.com

yes, no problem....my mistake...new confirm coming over

----- Original Message -----
From: bishop1329@gmail.com
At: Mar 25 2013 10:33:54

Bob - Can we settle April 1st, and use the new factor which comes out today?

M

==========
Mark Bishop
+1 949 678 9574

> On 25 mar 2013, at 07:16, "ROBERT GREENWOOD (MESIROW FINANCIAL IN)" <bobgreenwood@bloomberg.net> wrote:
>
> ID : 12543XAK2 *Trade Ticket* As of Date: 3/25/2013 10:10:30 Cusip: 12543XAK2
> TRDR/SLS : ROBERT GREENWOOD Settlement : 3/28/2013
> SELLS : 141500 (M) ISSUER:COUNTRYWIDE HOME LOANS
> Security : CWHL 2006-19 X 0.283%
> Price : 0.906250000 Yield:13.803099 Yield to: 5/25/2017 at
> Assumed coupon : 0.283031% Prepay speed : 325 PSA Factor :
> 0.375472432
>
> Notes :thanks!
>
> {12543XAK2 MTGE DES <GO>}
> Principal USD 481,484.73
> Accrued (27 days) 11,277.95
> Transaction Costs 0.00
> Total USD 492,762.68

Miscellaneous Fields:
Original Face : 141500 (M) Current Face : 53,129,349.13
Issue Date : 11/01/06 Maturity Date : 01/25/37
Average Life : 4.16 Factor Date : Mar13
Accrual Start Date : 03/01/13 Accrual End Date : 03/31/13
Next Payment Date : 04/25/13 Delay : 24 DAYS
** THIS TICKET (#2786624) GENERATED BY BLOOMBERG TOMS / POMS SYSTEM **
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-
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From: **Emil Ingmanson** eai@solidequity.se
Subject: Re:
Date: 25 mars 2013 19:23
To: Mark Bishop mailtobishop@gmail.com

Mark -

It's really sad that you can't be here with me. I hope you trust me to handle the negotiations in your absence. Please call me when you have time so you can give me some coaching before the meeting.

I'm looking forward to see you on Wednesday!

Best Regards,

E-A Ingmanson

Sent from my iPhone

> 23 mar 2013 kl. 19:44 skrev Mark Bishop <mailtobishop@gmail.com>:
>
> Emil -
>
> I just looked at my meeting schedule and flight schedule. I depart California on Tuesday morning (8:00), and arrive in Arlanda on Wednesday morning the 27th at 7:30.
>
> So I can make at the Scandic meetings on the 27th, but can not get to Gothenburg with you on Tuesday.
>
> M
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538

From: **Mark** mailtobishop@gmail.com
Subject: Re: unsettled FOP receipt DTC US61746RDS76 VD 02.04.13
Date: 4 april 2013 12:37
To: Emil Amir Ingmanson eai@solidequity.se, Emil Ingmanson emil@solidequity.se
Cc: Mark Bishop mailtobishop@gmail.com

Hahaha. Deal fails because of a "space". I wii re-instruct today. Best. M

==========
Mark Bishop
+1 949 678 9574
+46 709 933 538

On 4 apr 2013, at 10:25, Emil Amir Ingmanson <eai@solidequity.se> wrote:

Here is the response.

Can you modify and resend today?

Sent from my iPhone

Begin forwarded message:

From: Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>
Date: 04 April 2013 10:21:47 GMT+02:00
To: "Emil Amir Ingmanson (eai@solidequity.se)" <eai@solidequity.se>
Subject: FW: unsettled FOP receipt DTC US61746RDS76 VD 02.04.13
Hi Emil,

just got response from BNP, will translate in english...

main instructions are these..

---

including the account number acct: "089151 CSC63359"

i was told space between the 1 and C is important.

BNP told us they didn t see instructions.

Can u please ask counterpart to re instruct, should work than.

Thanks
Carsten

From: Trade Operations Mailbox
Sent: Donnerstag, 4. April 2013 10:13
To: Carsten Pfersdorf
Cc: Trade Operations Mailbox
Subject: FW: unsettled FOP receipt DTC US61746RDS76 VD 02.04.13

From: stefan.hille@bnpparibas.com [mailto:stefan.hille@bnpparibas.com]
Sent: Donnerstag, 4. April 2013 10:09
To: Trade Operations Mailbox
Cc: BNPParibas; Trade Operations Mailbox
Subject: Re: unsettled FOP receipt DTC US61746RDS76 VD 02.04.13

Hallo,

lt. unserer Weisung sollte TD + SD 2.04. sein.
Ihr Kontrahent sollte das noch einmal liefern mit den korrekten Angaben.

Uns wurde als acc 1360-4701 und nicht 7395-4378 aufgegeben, dies sollte aber kein Problem sein an DTC.

Zusätzlich ist acc. owner bei Citibank nicht CBS sondern CEDELULL und acct. Name ist nicht Solid Venture.
Das sollte aber eigentlich kein Problem sein, wenn Sie das acct: "089151 CSC63359" wirklich so und mit Leerzeichen eingegeben haben.

Sollte die Lieferung nochmals DKd werden bitten Sie ihn um die DTC-Ref der abgelehnten Lieferung, dann können wir bei Citi über CBL nachforschen,

Grüße,
Stefan Hille

Clearing Team Bremen (Group Mailbox) BNP Paribas Securities Services S.C.A., Frankfurt

<ATT00001.gif>
<ATT00001.gif>
<ATT00002.gif>
<ATT00003.jpg>

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: Fwd: unsettled FOP receipt DTC US61746RDS76 VD 02.04.13
Date: 4 april 2013 10:25
To: Mark Bishop mailtobishop@gmail.com, mark bishop mbishop@absig.com

Here is the response.

Can you modify and resend today?

Sent from my iPhone

Begin forwarded message:

> **From:** Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>
> **Date:** 04 April 2013 10:21:47 GMT+02:00
> **To:** "Emil Amir Ingmanson (eai@solidequity.se)" <eai@solidequity.se>
> **Subject: FW: unsettled FOP receipt DTC US61746RDS76 VD 02.04.13**
>
> Hi Emil,
>
> just got response from BNP, will translate in english...
>
> main instructions are these..
>
> ---
>
> including the account number acct: "089151 CSC63359"
>
> i was told space between the 1 and C is important.
>
> BNP told us they didn t see instructions.
>
> Can u please ask counterpart to re instruct, should work than.
>
> Thanks
> Carsten
>
> **From:** Trade Operations Mailbox
> **Sent:** Donnerstag, 4. April 2013 10:13
> **To:** Carsten Pfersdorf
> **Cc:** Trade Operations Mailbox
> **Subject:** FW: unsettled FOP receipt DTC US61746RDS76 VD 02.04.13
>
> **From:** stefan.hille@bnpparibas.com [mailto:stefan.hille@bnpparibas.com]
> **Sent:** Donnerstag, 4. April 2013 10:09
> **To:** Trade Operations Mailbox
> **Cc:** BNPParibas; Trade Operations Mailbox
> **Subject:** Re: unsettled FOP receipt DTC US61746RDS76 VD 02.04.13
>
> Hallo,
>
> lt. unserer Weisung sollte TD + SD 2.04. sein.
> Ihr Kontrahent sollte das noch einmal liefern mit den korrekten Angaben.
>
> Uns wurde als acc 1360-4701 und nicht 7395-4378 aufgegeben, dies sollte aber kein Problem sein an DTC.

Zusätzlich ist acc. owner bei Citibank nicht CBS sondern CEDELULL und acct. Name ist nicht Solid Venture.
Das sollte aber eigentlich kein Problem sein, wenn Sie das acct: "089151 CSC63359" wirklich so und mit Leerzeichen eingegeben haben.

Sollte die Lieferung nochmals DKd werden bitten Sie ihn um die DTC-Ref der abgelehnten Lieferung, dann können wir bei Citi über CBL nachforschen,

Grüße,
Stefan Hille

Clearing Team Bremen (Group Mailbox)

BNP Paribas Securities Services S.C.A., Frankfurt
German Broker Operations (Office Bremen)
Hinter dem Schuetting 1a, 28195 Bremen, GERMANY
Tel : +49(0)42180709621 to 626 - Fax : +49(0)421 80709 698
bremen.clearing@bnpparibas.com

Do not print this document unless it is necessary, consider the environment
BNP PARIBAS Securities Services S. C. A. – Zweigniederlassung Frankfurt am Main • Registergericht Frankfurt am Main HR B 50955
Registergericht der BNP PARIBAS Securities Services S. C. A. (Kommanditgesellschaft auf Aktien französischen Rechts),
Paris: 552 108 011 R.C.S. Paris
Président du Conseil de surveillance (Präsident des Aufsichtsrates) Jacques d'Estais • General Manager (Geschäftsführer) Patrick Colle

Internet
top@cbseydler.com

04.04.2013 08:59

To BREMEN CLEARING
cc top
Subject unsettled FOP receipt DTC US61746RDS76 VD 02.04.13

Hallo und guten Morgen,

wir erwarten 10.696.000 NOM in der o.g. Gattung über DTC.
Der Kontrahent hat uns mitgeteilt, dass die Bonds zurückgewiesen wurden.

Bitte prüfen und Kurze Info an uns.

Hier ein Auszug aus einer Mail vom Kontrahenten:
We will be delivering the subject bond (**MSAC 2003-NC8 B3, cusip 61746RDS7, original face USD 10,696,000**) via "DTC Free" delivery, from DTC number 0075, our account number "7395-4378", account name "American RMBS Equity Fund IV", to the buyer's account with Close Brothers Seydler Bank AG (**DTC number "0908", acct. no. "089154 CSC63359", acct. name "Solid Venture Capital"**). The settlement date is Wednesday, March 27th.

Mit freundlichen Grüßen
Dana Benz-Fischer
Trade Operations

We believe in German Mittelstand

- ***Winner 2012 Best German SME House – Capital Markets Daily Portal***
- ***Top Stock Picker 2012 – Thomson Reuters Starmine Ranking in sector machinery (pan-European)***
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Close Brothers Seydler Bank AG

Registergericht: Frankfurt am Main

Aktiengesellschaft mit Sitz in Frankfurt am Main - HRB 43507
Aufsichtsrat: Jonathan Howell (Vorsitzender)

Vorstand: René Parmantier, Holger Gröber

Schillerstrasse 27 - 29

60313 Frankfurt am Main

Tel: +49 (0) 69 / 92054-308

Fax: +49 (0) 69 / 92054-915

e-mail: dana.benz-fischer@cbseydler.com

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From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: Re: unsettled FOP receipt DTC US61746RDS76 VD 02.04.13
Date: 5 april 2013 08:30
To: Mark mailtobishop@gmail.com

Ok. I'll check with Carsten today...

Sent from my iPhone

On 05 Apr 2013, at 08:24, "Mark" <mailtobishop@gmail.com> wrote:

> I re-instructed LPL yesterday. Hopefully the bond will be delivered today.
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538
>
> On 4 apr 2013, at 10:25, Emil Amir Ingmanson <eai@solidequity.se> wrote:
>
> > Here is the response.
> >
> > Can you modify and resend today?
> >
> > Sent from my iPhone
> >
> > Begin forwarded message:
> >
> > **From:** Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>
> > **Date:** 04 April 2013 10:21:47 GMT+02:00
> > **To:** "Emil Amir Ingmanson (eai@solidequity.se)" <eai@solidequity.se>
> > **Subject: FW: unsettled FOP receipt DTC US61746RDS76 VD 02.04.13**
> > Hi Emil,
> >
> > just got response from BNP, will translate in english...
> >
> > main instructions are these..
> >
> > ---
> >
> > including the account number acct: "089151 CSC63359"
> >
> > i was told space between the 1 and C is important.
> >
> > BNP told us they didn t see instructions.
> >
> > Can u please ask counterpart to re instruct, should work than.
> >
> > Thanks
> > Carsten
> >
> > **From:** Trade Operations Mailbox
> > **Sent:** Donnerstag, 4. April 2013 10:13
> > **To:** Carsten Pfersdorf
> > **Cc:** Trade Operations Mailbox
> > **Subject:** FW: unsettled FOP receipt DTC US61746RDS76 VD 02.04.13

From: stefan.hille@bnpparibas.com [mailto:stefan.hille@bnpparibas.com]
Sent: Donnerstag, 4. April 2013 10:09
To: Trade Operations Mailbox
Cc: BNPParibas; Trade Operations Mailbox
Subject: Re: unsettled FOP receipt DTC US61746RDS76 VD 02.04.13

Hallo,

lt. unserer Weisung sollte TD + SD 2.04. sein.
Ihr Kontrahent sollte das noch einmal liefern mit den korrekten Angaben.

Uns wurde als acc 1360-4701 und nicht 7395-4378 aufgegeben, dies sollte aber kein Problem sein an DTC.

Zusätzlich ist acc. owner bei Citibank nicht CBS sondern CEDELULL und acct. Name ist nicht Solid Venture.
Das sollte aber eigentlich kein Problem sein, wenn Sie das acct: "089151 CSC63359" wirklich so und mit Leerzeichen eingegeben haben.

Sollte die Lieferung nochmals DKd werden bitten Sie ihn um die DTC-Ref der abgelehnten Lieferung, dann können wir bei Citi über CBL nachforschen,

Grüße,
Stefan Hille

Clearing Team Bremen (Group Mailbox) BNP Paribas Securities Services S.C.A., Frankfurt

<ATT00001.gif>
<ATT00001.gif>
<ATT00002.gif>
<ATT00003.jpg>

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: Fwd: Bond...
Date: 5 april 2013 17:54
To: Mark Bishop mailtobishop@gmail.com, mark bishop mbishop@absig.com

---

Sent from my iPhone

Begin forwarded message:

> **From:** Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>
> **Date:** 05 April 2013 17:28:04 GMT+02:00
> **To:** 'Emil Amir Ingmanson' <eai@solidequity.se>
> **Subject: RE: Bond...**
>
> HI Emil,
>
> just got response from trade operations who talked to BNP, unfortunately bond not there yet.
> I will hope that i will arrive thru US trading hours.
>
> It worked last time so got my fingers crossed that everything will be ok Monday morning.
>
> Will give you an update than.
>
> Have a great weekend.
>
> Regards
>
> Carsten
>
> ---
>
> **From:** Emil Amir Ingmanson [mailto:eai@solidequity.se]
> **Sent:** Freitag, 5. April 2013 16:59
> **To:** Carsten Pfersdorf
> **Subject:** Bond...
>
> Hello Carsten,
>
> Heard anything from trade operations about my bond yet.
>
> Have a great Weekend!

Best Regards,
E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: Re: copy of passport...
Date: 7 april 2013 18:46
To: Mark Bishop mailtobishop@gmail.com

Ok. I'll try to get it for you in the morning.

Sent from my iPhone

On 07 Apr 2013, at 18:45, "Mark Bishop" <mailtobishop@gmail.com> wrote:

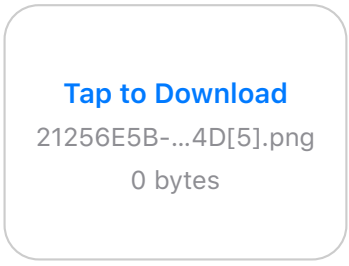
> Emil -
>
> Since you are not a resident Swede now,,, Lindahl needs a copy of your current passport for their files. Please pdf and send me a copy. Then I can get Optimus Management AB registered. This will be our holding company for shares. I have a few new deals coming up shortly.
>
> Thanks,
>
> M
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538

From: Emil Amir Ingmanson eai@solidequity.se
Subject: Re:
Date: 8 Apr 2013, 23:22:48
To: Mark mailtobishop@gmail.com

I will call Carsten in the morning.

Maybe its better that he talks directly to you or Ronald.

Best Regards,
E-A Ingmanson



Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: Mark Bishop <mailtobishop@gmail.com>
Date: Mon, 8 Apr 2013 22:14:49 +0200
To: Mark Bishop <mailtobishop@gmail.com>, Emil Amir Ingmanson <emil@solidequity.se>, Emil Ingmanson <eai@solidequity.se>
Subject: Fwd: RE:

Emil - The MSAC bond was rejected again today. LPL was given no reason. We need to find the specific problem and fix it tomorrow, for this deal and future deals. The more this happens, the more we loose credibility, efficiency and profitability. M

==========
Mark Bishop
+1 949 678 9574
+46 709 933 538

Begin forwarded message:

From: "Ronald J. Chamberlin" <rchamberlin@cwbk.com>
Date: 8 april 2013 21:09:33 CEST
To: 'Mark Bishop' <mbishop@absig.com>
Subject: RE:

Mark,

The same bond was rejected again ($10,696,000)

Sincerely,

Ronald J. Chamberlin
Registered Principal,
LPL Financial
CommerceWest Investment Management
2111 Business Center Drive
Irvine, CA 92612

T (949) 474-5263 (direct)
T (949) 251-6959 x7265
F (949) 251-6958
M (949) 302-2204

W www.lpl.com/ron.chamberlin
E ron.chamberlin@lpl.com

Securities offered through LPL Financial, Member FINRA/SIPC
Not FDIC Insured. No Bank Guaranteed. May Lose Value.
Not a Deposit. Not Insured by Any Federal Government Agency.

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: Fwd: AW: Bond...
Date: 8 april 2013 12:48
To: Mark Bishop mailtobishop@gmail.com, mark bishop mbishop@absig.com

From Carsten...

Sent from my iPhone

Begin forwarded message:

> **From:** Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>
> **Date:** 08 April 2013 12:47:12 GMT+02:00
> **To:** "'eai@solidequity.se'" <eai@solidequity.se>
> **Subject: AW: Bond...**
>
> Hi Emil,
> Unfortunately not, i already talked to trade operations this morning and asked to contact BNP.
> May you can ask ABS for the D K number (thats the number from the first cancellation) so BNP can investigate.
> I really don t know why it hasn t arrived yet.
> Carsten
>
> ----- Originalnachricht -----
> Von: Emil Amir Ingmanson [mailto:eai@solidequity.se]
> Gesendet: Monday, April 08, 2013 11:06 AM
> An: Carsten Pfersdorf
> Betreff: Bond...
>
> Hello,
>
> Has the bond arrived yet?
>
> Sent from my iPhone

From: Lennart B. Johansson lennart.b.johansson@hotmail.com
Subject: RE: StrategiPlacering etc
Date: 9 Apr 2013, 17:35:48
To: Mark mailtobishop@gmail.com

Friday 11am -Noon OK with you ?
Regards
LBJ

Skickat från Windows E-post

Från: Mark
Skickat: den 9 april 2013 16:09
Till: Lennart B. Johansson
Ämne: Re: StrategiPlacering etc

Yes. You may book the meeting either Thursday or Friday. Let me know.
Regards. M

==========
Mark Bishop
+1 949 678 9574
+46 709 933 538

> On 9 apr 2013, at 15:08, "Lennart B. Johansson"
> <lennart.b.johansson@hotmail.com> wrote:
>
> Hi Mark,
> First Emil, Ulf and myself had a good meeting with the guys from Positiv Pension in Gothenburg and then there was this big Company meeting where we were both introduced. It feels good to be part of the team :).
> If you are in Stockholm thursday and/or friday this week I would like to see you and present my partner in CIMknows, the software Company I mentioned. Leif Bohman is the brain behind this algoritm based software method which we would like to present to you. We are now in a phase where we will go Commercial and your input will be most valued. Leif who resides in Lund could see you either on thursday between 1 to 3.30 pm or friday the whole day.
> Do you have 1 hour or so during these days ?
>
> Best regards
> /Lennart B Johansson
> 0733-523205
>
> ps I am coming myself to the office to see Emil tomorrow in the afternoon so we could touch base then ! ds

Skickat från Windows E-post

From: Emil Ingmanson eai@solidequity.se
Subject: Re: MSAC 2003-NC8 B3, ISIN US61746RDS76...
Date: 9 Apr 2013, 18:20:47
To: Mark Bishop mailtobishop@gmail.com

Which one should I send to Carsten?

Best Regards,

E-A Ingmanson

Sent from my iPhone

> 9 apr 2013 kl. 16:39 skrev Mark Bishop <mailtobishop@gmail.com>:
>
> Emil -
>
> Please find attached the trade ticket for the above referenced MSAC bond, being sold by ABSIG to Solid Venture Capital, for settlement on Monday, April 15, 2013. I have also attached our settlement/wire instructions (see "WIRE INSTRUCTIONS - INTERNATIONAL").
>
> If you have any questions, please contact me.
>
> Regards,
>
> Mark
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538
> <MSAC trade ticket ABSIG to SVC.pdf>
> <ABS delivery instructions.pdf>

From: Lennart B. Johansson lennart.b.johansson@hotmail.com
Subject: RE: StrategiPlacering etc
Date: 10 Apr 2013, 07:17:59
To: Mark mailtobishop@gmail.com

I am delivering it today to Hammarby Kaj directly since I am meeting Emil there ! But in case it is Klarabergsviadukten 63(next to the Central Station and opposite World Trade Center.) My office is in the first Floor “United Spaces” and you just register at the reception at the entrance.
See you !
L

Skickat från Windows E-post

Från: Mark
Skickat: den 9 april 2013 19:45
Till: Lennart B. Johansson
Ämne: Re: StrategiPlacering etc

Fine. Send me your address. See you then. M

==========
Mark Bishop
+1 949 678 9574
+46 709 933 538

> On 9 apr 2013, at 19:16, "Lennart B. Johansson" <lennart.b.johansson@hotmail.com> wrote:

OK. Friday my office at 11am.
Regards
/Lennart

Skickat från Windows E-post

Från: Mark
Skickat: den 9 april 2013 18:45
Till: Lennart B. Johansson
Ämne: Re: StrategiPlacering etc

Either is easy for me. Your office.

==========
Mark Bishop
+1 949 678 9574

+46 709 933 538

> On 9 apr 2013, at 18:26, "Lennart B. Johansson" <lennart.b.johansson@hotmail.com> wrote:

I thought that you would be at Hammarby Kaj but we can meet at my office in the Waterfront Building next to Central station if that is more convenient for you !
LBJ

Skickat från Windows E-post

Från: Mark
Skickat: den 9 april 2013 17:59
Till: Lennart B. Johansson
Ämne: Re: StrategiPlacering etc

Yes. Where?

==========
Mark Bishop
+1 949 678 9574
+46 709 933 538

> On 9 apr 2013, at 17:35, "Lennart B. Johansson" <lennart.b.johansson@hotmail.com> wrote:

Friday 11am -Noon OK with you ?
Regards
LBJ

Skickat från Windows E-post

Från: Mark
Skickat: den 9 april 2013 16:09
Till: Lennart B. Johansson
Ämne: Re: StrategiPlacering etc

Yes. You may book the meeting either Thursday or Friday. Let me know.
Regards. M

==========
Mark Bishop
+1 949 678 9574
+46 709 933 538

> On 9 apr 2013, at 15:08, "Lennart B. Johansson"
> <lennart.b.johansson@hotmail.com> wrote:

Hi Mark,
First Emil, Ulf and myself had a good meeting with the guys from Positiv Pension in Gothenburg and then there was this big Company meeting where we were both introduced. It feels good to be part of the team :).
If you are in Stockholm thursday and/or friday this week I would like to see you and present my partner in CIMknows, the software Company I mentioned. Leif Bohman is the brain behind this algoritm based software method which we would like to present to you. We are now in a phase where we will go Commercial and your input will be most valued. Leif who resides in Lund could see you either on thursday between 1 to 3.30 pm or friday the whole day.
Do you have 1 hour or so during these days ?

Best regards
/Lennart B Johansson
0733-523205

ps I am coming myself to the office to see Emil tomorrow in the afternoon so we could touch base then ! ds

Skickat från Windows E-post

From: Emil Amir Ingmanson eai@solidequity.se
Subject: Re: Bond purchase for April...
Date: 14 Apr 2013, 15:51:15
To: Mark mailtobishop@gmail.com

OK. Let's go at it!

Best Regards,
E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden
‹
+467-329 399 99
+356-999 380 99

www.solidequity.se <Best Regards,
E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden
‹
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se
www.solidequity.se>

eai@solidequity.se

> On 2013-04-14 15:50, "Mark" <mailtobishop@gmail.com> wrote:
>
> I am putting a bond on our target list to purchase for April that will spend $3.7 million ($740,000 arb at SVC). The bond is LMT 08-6 B1 for reference. But Optimus fund size needs to get to SEK 800 million before I can fund it. So lets rock and roll !!!
>
> M
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538

From: Emil Ingmanson eai@solidequity.se
Subject: Re: Positiv...
Date: 14 Apr 2013, 11:07:34
To: Mark Bishop mailtobishop@gmail.com

I'm planning to go to Gothenburg on Thursday and meet them with Peter. I think it would be very good if you also could join us.

I've tried to reach Niklas, but he haven't responded yet.

Best Regards,

E-A Ingmanson

Sent from my iPhone

> 14 apr 2013 kl. 11:05 skrev Mark Bishop <mailtobishop@gmail.com>:
>
> Emil - How can we move the Positiv Pension deal forward? I want to stay "liquid" to make sure we can do the deal,,, but I don't like holding cash. I know its Sunday, but lets continue to make positive steps. Let me know.
> M
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538

From: Emil Amir Ingmanson eai@solidequity.se
Subject: Email...
Date: 15 Apr 2013, 17:29:09
To: Mark Bishop mbishop@absig.com, Mark Bishop mailtobishop@gmail.com

Mark -

Please ask Charlotte at Lindahl to send an email to Niklas, asking for the agreement with their fund company. He will send it to her right away.

niclas@positivpension.se

Sent from my iPhone

From: Emil Amir Ingmanson eai@solidequity.se
Subject: Agreement...
Date: 19 Apr 2013, 17:26:35
To: Mark Bishop mbishop@absig.com, Mark Bishop mailtobishop@gmail.com

Hi Mark,

Here is the agreement…

Best Regards,
E-A Ingmanson

Tap to Download
21256E5B-...64D[7].png
0 bytes

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120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

Tap to Download
Consultanc...Capital.doc
74,6 KB

From: Emil Amir Ingmanson eai@solidequity.se
Subject: Positiv and sales budget...
Date: 22 Apr 2013, 10:07:27
To: Mark Bishop mbishop@absig.com, Mark Bishop mailtobishop@gmail.com

Hi Mark,

Hope you have a great time in Italy.

Here is the Sales Budget invoice.

How are we doing on the sales and purchase of the new MBS?

If we can close that within 30 days, we don't need a sales budget starting next month.

I´m pushing hard with our lawyer now to draft the agreement and at the same time I´m trying to sell Ringia and Voltia. I hope it all can be done this quarter.

Best Regards,
E-A Ingmanson

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120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

Tap to Download
Faktura-21[1].pdf
11,1 KB

From: Lennart Johansson lbj@seeadlerab.se
Subject: Positiv Pension etc
Date: 22 Apr 2013, 13:01:26
To: Mark Bishop mailtobishop@gmail.com

Hi Mark,

First I like to congratulate you upon getting access to 2 billion SEK in assets that will slowly but surely come to your fund Company 😊
As chairman of Strategi Placering AB I am also very happy because this means that we will have a large number of clients that potentially will buy a lot of other Insurance and investment products from us. The coming autumn will be the period of “cross Selling” !

I have read the material Leif Bohman sent you and I like to complement it with a rough number for the price we would like to have when we let someone (you ...) use the system as either a stand alone vehicle or as a support function.

For a long only Swedish fund, be it a normal fund or be it a small cap fund we have a very short time to market because we have all the relevant data. It must first be upgraded, it must be tested, it must be done in the way the client want it presented etc. We are talking about manweeks ie in 2 months time everything should be up and running.

The cost side for CIMalgo is heavily skewed towards the first phase; after the initial model construction it is then only maintenance that is needed.

For a standard long only Swedish Fund adopted to the PPM system I Think we are talking about 300-500.000 SEK in total COSTs to get it up and running and ready to use. The maintenance could be around 50-100.000 SEK a year. You can compare this with hiring another analyst or fund manager.
Your savings will be at least 1 MSEK a year.

See you soon,

BR
/Lennart B Johansson
0733-523205

From: Emil Amir Ingmanson eai@solidequity.se
Subject: FW: Letter of intent [FYLGIA-Arende.FID715019]
Date: 29 Apr 2013, 10:43:58
To: Mark Bishop mbishop@absig.com, Mark Bishop mailtobishop@gmail.com

LOI…

Best Regards,
E-A Ingmanson

Tap to Download
21256E5B-...64D[1].png
0 bytes

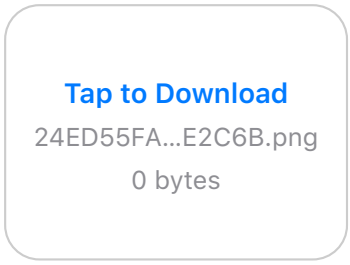
Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: Afram Gergeo <afram@solidequity.se>
Date: Mon, 29 Apr 2013 10:34:24 +0200
To: Emil Amir Ingmanson <eai@solidequity.se>
Subject: FW: Letter of intent [FYLGIA-Arende.FID715019]

--
MvH

Afram Gergeo



OFFICE PHONE: +46 8 517 20 700
MOBILE PHONE: +46 70 759 14 00

ADRESS: HAMMARBY KAJ 16
120 30 STOCKHOLM
SWEDEN

EMAIL: afram@solidequity.se
WEB: www.solidequity.se

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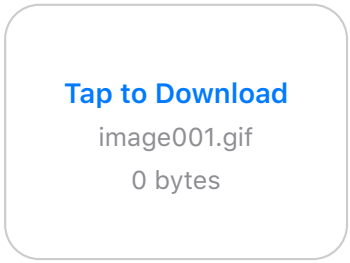
The Swedish National Defence Radio Establishment (FRA) may monitor e-mail traffic data and also the content of e-mail for the purposes of domestic surveillance.

Från: Kristoffer Sparring <Kristoffer.Sparring@fylgia.se>
Datum: måndag 29 april 2013 09:49
Till: "Emil Amir Ingmanson (emil@modernapensionsvalet.se)" <emil@modernapensionsvalet.se>, Afram Gergeo <afram@solidequity.se>
Ämne: Letter of intent [FYLGIA-Arende.FID715019]

Hej,

Bifogar uppdaterad version av ert utkast till letter of intent. Se särskilt gulmarkerade punkter. Observera att vi inte har namn på säljarna än och inte heller säljarnas ägare. Det ska in i dokumentet.

/ Kristoffer



Kristoffer Sparring | Advokat | Advokatfirman Fylgia KB |
Box 55555 | Nybrogatan 11, 5tr | SE-102 04 Stockholm |
Tel: +46 8 442 53 00 | Mobil: +46 70 588 17 10 |Fax: +46 8 442 53 15 |
E-mail: kristoffer.sparring@fylgia.se | www.fylgia.se |

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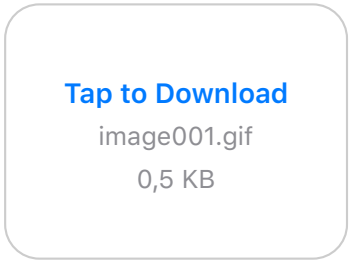
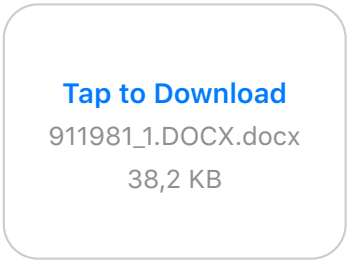




From: Alex Hendrickson alex@aurigausallc.com
Subject: RE:
Date: 30 Apr 2013, 16:19:01
To: Mark mailtobishop@gmail.com

I think I will have a bond for Traction.. about 675k spent.. seasoned sub with some CE (23% 60+ / 11+% CE).. I am trying to give you first chance at it before showing out to entire sales force.. mid 60's dollar… is this something you have room for or care to look at ??

also like to follow up on Structure in A-B note and cashflows.. I sent some follow structures last week.. also we should have first round of documents for you later this week..

Please do not forget to get me a name to get the A bond on an exchange..

Please be safe..

Alex Hendrickson
Managing Director
AURIGA USA, LLC
546 Fifth Ave, 9th Floor, New York, NY 10036
Ph: (646) 998-6430 C: (646) 303-5051 Fax: (646) 738-6560
Email - Alex@aurigausallc.com

From: Mark [mailto:mailtobishop@gmail.com]
Sent: Tuesday, April 30, 2013 9:58 AM
To: Alex Hendrickson
Subject: Re:

Alex - So sorry. Traveling Tuesday and Wednesday (Ukraine), spotty cell and no internet. Will be back in Irvine Wednesday night late, and back in the saddle Thursday morning. Talk then. Best. M

==========

Mark Bishop
+1 949 678 9574
+46 709 933 538

> On 30 apr 2013, at 14:07, Alex Hendrickson <alex@aurigausallc.com> wrote:

Mark – any chance you are free to talk ??

Alex Hendrickson
Managing Director
AURIGA USA, LLC
546 Fifth Ave, 9th Floor, New York, NY 10036

Ph: (646) 998-6430 C: (646) 303-5051 Fax: (646) 738-6560
Email - Alex@aurigausallc.com

Our detailed disclaimer can be seen at http://www.aurigausallc.com/disclaimer

Our detailed disclaimer can be seen at http://www.aurigausallc.com/disclaimer

From: Emil Ingmanson eai@solidequity.se
Subject: Re: LOI...
Date: 3 May 2013, 08:12:02
To: Mailtobishop mailtobishop@gmail.com

Mark -

We sign the sale of Ringia and Voltia today at 3 pm!

Lets Rock'n roll next week!

Best Regards,

E-A Ingmanson

Sent from my iPhone

> 3 maj 2013 kl. 07:43 skrev Mailtobishop <mailtobishop@gmail.com>:
>
> Emil -
>
> No response from Niclas yet. I will email him this morning.
>
> I will make the bond transfer on Monday, so we can settle with Optimus later next week.
>
> Best,
>
> M
>
> ==========
> Mark Bishop
> +1 949 678 9574
>
> > On 2 maj 2013, at 09:21, Emil Amir Ingmanson <eai@solidequity.se> wrote:
> >
> > Mark -

Hope you had a good trip.

Have they signed the LOI yet?

How is it going with the bond transfer?

Best Regards,
E-A Ingmanson

<21256E5B-5599-47E1-B36B-02B91354B64D[22].png>

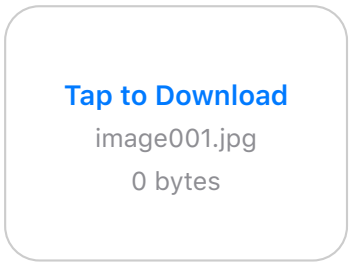
Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: Niclas Tapper niclas@positivpension.se
Subject: RE: letter of intent...
Date: 3 May 2013, 16:24:49
To: Mark Bishop bishop1329@gmail.com

Excellent – keep in touch!

Med vänliga hälsningar / Best regards
Niclas Tapper
Affärsutvecklare



E-post: niclas@positivpension.se
Hemsida: www.positivpension.se
Telefon: 0708-98 10 74
Adress: Vädursgatan 5, 412 50 Göteborg

From: Mark Bishop [mailto:bishop1329@gmail.com]
Sent: den 3 maj 2013 15:31
To: Niclas Tapper
Subject: Re: letter of intent...

Niclas -

Thank you for your comments. I am in California so our time zones do not match perfectly, but we will review the revised LOI today and get back with you before the close of business here today.

Regards,

M

==========
Mark Bishop
+1 949 678 9574

> On 3 maj 2013, at 06:18, "Niclas Tapper" <niclas@positivpension.se> wrote:
>
> Here you go.
>
> **Med vänliga hälsningar / Best regards**

Niclas Tapper
Affärsutvecklare

<image001.jpg>
E-post: niclas@positivpension.se
Hemsida: www.positivpension.se
Telefon: 0708-98 10 74
Adress: Vädursgatan 5, 412 50 Göteborg

From: Mark Bishop [mailto:mbishop@absig.com]
Sent: den 3 maj 2013 08:10
To: niclas@positivpension.se
Subject: Re: RE: letter of intent...

Niclas -

Please send me your comments today.

Thank you.

Best,

M

==========
Mark Bishop
mbishop@absig.com
+1 949 678 9574

On Tue, 04/30/2013 04:55 PM, "Niclas Tapper" <niclas@positivpension.se> wrote:
Hi Mark!

Can you send us the LOI as a word document so that our lawyers can input our feedback directly in the document.

Med vänliga hälsningar / Best regards
Niclas Tapper
Affärsutvecklare

E-post: niclas@positivpension.se
Hemsida: www.positivpension.se
Telefon: 0708-98 10 74
Adress: Vädursgatan 5, 412 50 Göteborg

From: Mark Bishop [mailto:mbishop@absig.com]

Sent: den 29 april 2013 11:52
To: niclas@positivpension.se
Subject: letter of intent...
Importance: High

Niclas -

Please find attached a letter of intent (LOI), which conforms to our discussions over the last week and on this Saturday. If you are satisfied with this LOI, please execute it and return a scanned copy to me, or provide me with any comments or questions that you and your partners may have, so that we can execute a LOI before the close of business on Tuesday.

I am looking forward to a long and mutually beneficial relationship with you and your partners.

Best regards,

Mark

==========
Mark Bishop
mbishop@absig.com
+1 949 678 9574
+46 709 933 538

<LOI Positiv Pension v4 (compared with LOI Positiv Pension v5 (MAQS 2013-05-03)).pdf>
<LOI Positiv Pension v5 (MAQS 2013-05-03).docx>

From: Emil Ingmanson eai@solidequity.se
Subject: Re: LMT bond...
Date: 6 May 2013, 08:58:04
To: Mark Bishop mailtobishop@gmail.com

Thank you, I'll send it to Carsten...

Best Regards,

E-A Ingmanson

Sent from my iPhone

> 6 maj 2013 kl. 07:49 skrev Mark Bishop <mailtobishop@gmail.com>:
>
> Emil -
>
> Disregard the previous trade tickets and replace them with the attached:
>
> Thank you,
>
> M
>
> On Mon, May 6, 2013 at 7:43 AM, Mark Bishop <mailtobishop@gmail.com> wrote:
>
> > Emil -
> >
> > I have sent instructions to LPL to move the LMT bond to your Close Brothers account number 089 154 CSC63359, "free of payment".
> >
> > Please forward the attached trade tickets to your applicable account representative.
> >
> > Regards,
> >
> > Mark

--
Mark Bishop
+1 949 678 9574
+46 709 933 538

--
Mark Bishop
+1 949 678 9574
+46 709 933 538
<Trade Ticket - ABS to SVC.pdf>
<Trade Ticket - Optimus High Yield.pdf>

From: Emil Ingmanson eai@solidequity.se
Subject: Fwd: Trade Ticket - ABS to SVC.pdf
Date: 6 May 2013, 11:05:14
To: Mark Bishop mailtobishop@gmail.com, Mark Bishop mbishop@absig.com

Please send the ISIN to me...

Best Regards,

E-A Ingmanson

Sent from my iPhone

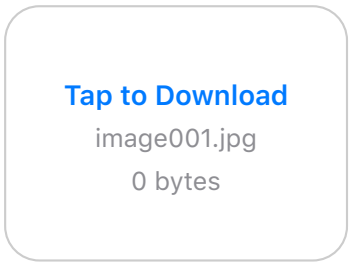
Vidarebefordrat brev:

> **Från:** Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>
> **Datum:** 6 maj 2013 10:55:01 CEST
> **Till:** 'Emil Ingmanson' <eai@solidequity.se>
> **Ämne: RE: Trade Ticket - ABS to SVC.pdf**
>
> Hi Emil,
>
> may you have the ISIN from the Bond ?
> So i can arrange everything for booking as soon as the bond is transferred.
>
> Thanks
> Carsten

From: Niclas Tapper niclas@positivpension.se
Subject: RE: letter of intent..
Date: 6 May 2013, 11:59:02
To: Mailtobishop mailtobishop@gmail.com

Ok!

Med vänliga hälsningar / Best regards
Niclas Tapper
Affärsutvecklare



E-post: niclas@positivpension.se
Hemsida: www.positivpension.se
Telefon: 0708-98 10 74
Adress: Vädursgatan 5, 412 50 Göteborg

From: Mailtobishop [mailto:mailtobishop@gmail.com]
Sent: den 6 maj 2013 11:52
To: Niclas Tapper
Subject: Re: letter of intent..

No. Go ahead and make the change, sign and send it to me. I will then execute and send back to you.

M

==========
Mark Bishop
+1 949 678 9574

> On 6 maj 2013, at 02:41, "Niclas Tapper" <niclas@positivpension.se> wrote:
>
> Excellent.
>
> Do you want me to send it back to you once more before we sign?
>
> **Med vänliga hälsningar / Best regards**
> Niclas Tapper
> Affärsutvecklare

E-post: niclas@positivpension.se
Hemsida: www.positivpension.se
Telefon: 0708-98 10 74
Adress: Vädursgatan 5, 412 50 Göteborg

From: Mark Bishop [mailto:bishop1329@gmail.com]
Sent: den 6 maj 2013 11:19
To: Niclas Tapper
Subject: Re: letter of intent...

Niclas -

My attorney mis-understood the "guarantee" of 5d that you originally added. He already said to me that 5d is OK if it applies to the payment of the fund fee and Positiv contract fee ("Buyer's obligations").

So if you change 5d back to your original language, it will be acceptable to us.

Regards,

Mark

==========
Mark Bishop
+1 949 678 9574

> On 6 maj 2013, at 00:52, "Niclas Tapper" <niclas@positivpension.se> wrote:
>
> Hi Mark!
>
> I trust that this mail finds you keeping well and doing fine.
>
> After reviewing your latest version of the LOI we noticed that your change in section 5d discontinued the use of Optimus Funds as a guarantee.
>
> I have strong faith in your commitment to fulfill payments and therefore I wonder why you rather use ABS when the assets of the purchase will end up in Optimus?
>
> For our safety it is an advantage with a Swedish company as a guarantee rather than a US one.
>
> As soon as we have sorted this out we are ready to sign LOI.

Med vänliga hälsningar / Best regards
Niclas Tapper
Affärsutvecklare

<image001.jpg>
E-post: niclas@positivpension.se
Hemsida: www.positivpension.se
Telefon: 0708-98 10 74
Adress: Vädursgatan 5, 412 50 Göteborg

From: Mark Bishop [mailto:mbishop@absig.com]
Sent: den 4 maj 2013 03:22
To: niclas@positivpension.se
Subject: Re: RE: RE: letter of intent...

Niclas -

I made changes to sections 3.4 and 5.d., as described in attachment "LOI Positiv Pension v6".

The executed version of "LOI Positiv Pension v6 - executed", is also attached.

Please execute the document along with me and return, and we will start drafting the SPA.

Best regards,

Mark

==========
Mark Bishop
mbishop@absig.com
+1 949 678 9574

On Fri, 05/03/2013 03:18 PM, "Niclas Tapper" <niclas@positivpension.se> wrote:
Here you go.

Med vänliga hälsningar / Best regards
Niclas Tapper
Affärsutvecklare

E-post: niclas@positivpension.se
Hemsida: www.positivpension.se
Telefon: 0708-98 10 74
Adress: Vädursgatan 5, 412 50 Göteborg

From: Mark Bishop [mailto:mbishop@absig.com]
Sent: den 3 maj 2013 08:10
To: niclas@positivpension.se
Subject: Re: RE: letter of intent...

Niclas -

Please send me your comments today.

Thank you.

Best,

M

==========
Mark Bishop
mbishop@absig.com
+1 949 678 9574

On Tue, 04/30/2013 04:55 PM, "Niclas Tapper" <niclas@positivpension.se> wrote:
Hi Mark!

Can you send us the LOI as a word document so that our lawyers can input our feedback directly in the document.

Med vänliga hälsningar / Best regards
Niclas Tapper
Affärsutvecklare

E-post: niclas@positivpension.se
Hemsida: www.positivpension.se
Telefon: 0708-98 10 74
Adress: Vädursgatan 5, 412 50 Göteborg

From: Mark Bishop [mailto:mbishop@absig.com]
Sent: den 29 april 2013 11:52
To: niclas@positivpension.se
Subject: letter of intent...
Importance: High

Niclas -

Please find attached a letter of intent (LOI), which conforms to our discussions over the last week and on this Saturday. If you are satisfied with this LOI, please execute it and return a scanned

copy to me, or provide me with any comments or questions that you and your partners may have, so that we can execute a LOI before the close of business on Tuesday.

I am looking forward to a long and mutually beneficial relationship with you and your partners.

Best regards,

Mark

==========

Mark Bishop
mbishop@absig.com
+1 949 678 9574
+46 709 933 538

From: Niclas Tapper niclas@positivpension.se
Subject: SV: letter of intent..
Date: 6 May 2013, 15:57:43
To: Mark Bishop mailtobishop@gmail.com

I just received it but I have finished work for today so me and Oskar will sign and send tomorrow.

Från: Mark Bishop
Skickat: 2013-05-06 15:21
Till: Niclas Tapper
Ämne: Re: letter of intent..

Niclas -

Are we almost there?

Best,

M

On Mon, May 6, 2013 at 11:59 AM, Niclas Tapper <niclas@positivpension.se>wrote:

> Ok!****
>
> ** **
>
> *Med vänliga hälsningar / Best regards
> *
> Niclas Tapper
> Affärsutvecklare
>
> [image: cid:image001.jpg@01CD3348.D0687160] ****
>
> E-post: niclas@positivpension.se <emma@positivpension.se>
> Hemsida: www.positivpension.se****
>
> Telefon: 0708-98 10 74****

>
> Adress: Vädursgatan 5, 412 50 Göteborg****
>
> ** **
>
> *From:* Mailtobishop [mailto:mailtobishop@gmail.com]
> *Sent:* den 6 maj 2013 11:52
>
> *To:* Niclas Tapper
> *Subject:* Re: letter of intent..****
>
> ** **
>
> No. Go ahead and make the change, sign and send it to me. I will then
> execute and send back to you. ****
>
> ** **
>
> M
>
> ==========****
>
> Mark Bishop****
>
> +1 949 678 9574****
>
>
> On 6 maj 2013, at 02:41, "Niclas Tapper" <niclas@positivpension.se>
wrote:
> ****
>
> Excellent.****
>
> ****

>
> Do you want me to send it back to you once more before we sign?****
>
> ****
>
> *Med vänliga hälsningar / Best regards
> *Niclas Tapper
> Affärsutvecklare
>
> <image001.jpg> ****
>
> E-post: niclas@positivpension.se <emma@positivpension.se>
> Hemsida: www.positivpension.se****
>
> Telefon: 0708-98 10 74****
>
> Adress: Vädursgatan 5, 412 50 Göteborg****
>
> ****
>
> *From:* Mark Bishop [mailto:bishop1329@gmail.com
<bishop1329@gmail.com>]
> *Sent:* den 6 maj 2013 11:19
> *To:* Niclas Tapper
> *Subject:* Re: letter of intent...****
>
> ****
>
> Niclas -****
>
> ****
>
> My attorney mis-understood the "guarantee" of 5d that you originally
> added. He already said to me that 5d is OK if it applies to the payment

of
> the fund fee and Positiv contract fee ("Buyer's obligations"). ****
>
> ****
>
> So if you change 5d back to your original language, it will be acceptable
> to us. ****
>
> ****
>
> Regards,****
>
> ****
>
> Mark
>
> ==========****
>
> Mark Bishop****
>
> +1 949 678 9574****
>
>
> On 6 maj 2013, at 00:52, "Niclas Tapper" <niclas@positivpension.se>
wrote:
> ****
>
> Hi Mark!****
>
> ****
>
> I trust that this mail finds you keeping well and doing fine.****
>
> ****

>
> After reviewing your latest version of the LOI we noticed that your change
> in section 5d discontinued the use of Optimus Funds as a guarantee.****
>
> ****
>
> I have strong faith in your commitment to fulfill payments and therefore I
> wonder why you rather use ABS when the assets of the purchase will end up
> in Optimus?****
>
> ****
>
> For our safety it is an advantage with a Swedish company as a guarantee
> rather than a US one.****
>
> ****
>
> As soon as we have sorted this out we are ready to sign LOI.****
>
> ****
>
> *Med vänliga hälsningar / Best regards
> *Niclas Tapper
> Affärsutvecklare
>
> <image001.jpg> ****
>
> E-post: niclas@positivpension.se <emma@positivpension.se>
> Hemsida: www.positivpension.se****
>

> Telefon: 0708-98 10 74****
>
> Adress: Vädursgatan 5, 412 50 Göteborg****
>
> ****
>
> *From:* Mark Bishop [mailto:mbishop@absig.com
<mbishop@absig.com>]
> *Sent:* den 4 maj 2013 03:22
> *To:* niclas@positivpension.se
> *Subject:* Re: RE: RE: letter of intent...****
>
> ****
>
> Niclas -****
>
> ****
>
> I made changes to sections 3.4 and 5.d., as described in attachment
"LOI
> Positiv Pension v6".****
>
> ****
>
> The executed version of "LOI Positiv Pension v6 - executed", is also
> attached.****
>
> ****
>
> Please execute the document along with me and return, and we will
start
> drafting the SPA.****
>
> ****

>
> Best regards,****
>
> ****
>
> Mark****
>
> ****
>
> ==========****
>
> Mark Bishop****
>
> mbishop@absig.com****
>
> +1 949 678 9574****
>
>
> On Fri, 05/03/2013 03:18 PM, "Niclas Tapper" <
> niclas@positivpension.se> wrote:****
>
> Here you go.****
>
> ****
>
> *Med vänliga hälsningar / Best regards
> *Niclas Tapper
> Affärsutvecklare
>
> ****
>
> E-post: niclas@positivpension.se <emma@positivpension.se>
> Hemsida: www.positivpension.se****
>

> Telefon: 0708-98 10 74****
>
> Adress: Vädursgatan 5, 412 50 Göteborg****
>
> ****
>
> *From:* Mark Bishop [mailto:mbishop@absig.com
<mbishop@absig.com>]
> *Sent:* den 3 maj 2013 08:10
> *To:* niclas@positivpension.se
> *Subject:* Re: RE: letter of intent...****
>
> ****
>
> Niclas -****
>
> ****
>
> Please send me your comments today.****
>
> ****
>
> Thank you.****
>
> ****
>
> Best,****
>
> ****
>
> M****
>
> ****
>

> ==========****
>

[Hela det ursprungliga meddelandet tas inte med.]

From: Niclas Tapper niclas@positivpension.se
Subject: RE: SV: letter of intent..
Date: 7 May 2013, 12:13:30
To: Mailtobishop mailtobishop@gmail.com

Here you go!

Med vänliga hälsningar / Best regards
Niclas Tapper
Affärsutvecklare

Tap to Download
image001.jpg
0 bytes

E-post: niclas@positivpension.se
Hemsida: www.positivpension.se
Telefon: 0708-98 10 74
Adress: Vädursgatan 5, 412 50 Göteborg

From: Mailtobishop [mailto:mailtobishop@gmail.com]
Sent: den 6 maj 2013 16:14
To: Niclas Tapper
Subject: Re: SV: letter of intent..

Ok. We will speak then.

Best,

M

==========
Mark Bishop
+1 949 678 9574

> On 6 maj 2013, at 06:56, Niclas Tapper <niclas@positivpension.se> wrote:
>
> I just received it but I have finished work for today so me and Oskar will sign and send tomorrow.

Från: Mark Bishop
Skickat: 2013-05-06 15:21
Till: Niclas Tapper
Ämne: Re: letter of intent..

Niclas -

Are we almost there?

Best,

M

On Mon, May 6, 2013 at 11:59 AM, Niclas Tapper <niclas@positivpension.se>wrote:

> Ok!****
>
> ** **
>
> *Med vänliga hälsningar / Best regards
> *
> Niclas Tapper
> Affärsutvecklare
>
> [image: cid:image001.jpg@01CD3348.D0687160] ****
>
> E-post: niclas@positivpension.se <emma@positivpension.se>
> Hemsida: www.positivpension.se****
>
> Telefon: 0708-98 10 74****
>
> Adress: Vädursgatan 5, 412 50 Göteborg****
>
> ** **
>
> *From:* Mailtobishop [mailto:mailtobishop@gmail.com]
> *Sent:* den 6 maj 2013 11:52
>
> *To:* Niclas Tapper
> *Subject:* Re: letter of intent..****
>
> ** **
>
> No. Go ahead and make the change, sign and send it to me. I will then

> execute and send back to you. ****
>
> ** **
>
> M
>
> ==========****
>
> Mark Bishop****
>
> +1 949 678 9574****
>
>
> On 6 maj 2013, at 02:41, "Niclas Tapper" <niclas@positivpension.se> wrote:
> ****
>
> Excellent.****
>
> ****
>
> Do you want me to send it back to you once more before we sign?****
>
> ****
>
> *Med vänliga hälsningar / Best regards
> *Niclas Tapper
> Affärsutvecklare
>
> <image001.jpg> ****
>
> E-post: niclas@positivpension.se <emma@positivpension.se>
> Hemsida: www.positivpension.se****
>
> Telefon: 0708-98 10 74****
>
> Adress: Vädursgatan 5, 412 50 Göteborg****
>
> ****
>
> *From:* Mark Bishop [mailto:bishop1329@gmail.com <bishop1329@gmail.com>]

> *Sent:* den 6 maj 2013 11:19
> *To:* Niclas Tapper
> *Subject:* Re: letter of intent...****
>
> ****
>
> Niclas -****
>
> ****
>
> My attorney mis-understood the "guarantee" of 5d that you originally
> added. He already said to me that 5d is OK if it applies to the payment of
> the fund fee and Positiv contract fee ("Buyer's obligations"). ****
>
> ****
>
> So if you change 5d back to your original language, it will be acceptable
> to us. ****
>
> ****
>
> Regards,****
>
> ****
>
> Mark
>
> ==========****
>
> Mark Bishop****
>
> +1 949 678 9574****
>
>
> On 6 maj 2013, at 00:52, "Niclas Tapper" <niclas@positivpension.se> wrote:
> ****
>
> Hi Mark!****
>
> ****

>
> I trust that this mail finds you keeping well and doing fine.****
>
> ****
>
> After reviewing your latest version of the LOI we noticed that your change
> in section 5d discontinued the use of Optimus Funds as a guarantee.****
>
> ****
>
> I have strong faith in your commitment to fulfill payments and therefore I
> wonder why you rather use ABS when the assets of the purchase will end up
> in Optimus?****
>
> ****
>
> For our safety it is an advantage with a Swedish company as a guarantee
> rather than a US one.****
>
> ****
>
> As soon as we have sorted this out we are ready to sign LOI.****
>
> ****
>
> *Med vänliga hälsningar / Best regards
> *Niclas Tapper
> Affärsutvecklare
>
> <image001.jpg> ****
>
> E-post: niclas@positivpension.se <emma@positivpension.se>
> Hemsida: www.positivpension.se****
>
> Telefon: 0708-98 10 74****
>
> Adress: Vädursgatan 5, 412 50 Göteborg****
>
> ****
>

> *From:* Mark Bishop [mailto:mbishop@absig.com <mbishop@absig.com>]
> *Sent:* den 4 maj 2013 03:22
> *To:* niclas@positivpension.se
> *Subject:* Re: RE: RE: letter of intent...****
>
> ****
>
> Niclas -****
>
> ****
>
> I made changes to sections 3.4 and 5.d., as described in attachment "LOI
> Positiv Pension v6".****
>
> ****
>
> The executed version of "LOI Positiv Pension v6 - executed", is also
> attached.****
>
> ****
>
> Please execute the document along with me and return, and we will start
> drafting the SPA.****
>
> ****
>
> Best regards,****
>
> ****
>
> Mark****
>
> ****
>
> ==========****
>
> Mark Bishop****
>
> mbishop@absig.com****
>

> +1 949 678 9574****
>
>
> On Fri, 05/03/2013 03:18 PM, "Niclas Tapper" <
> niclas@positivpension.se> wrote:****
>
> Here you go.****
>
> ****
>
> *Med vänliga hälsningar / Best regards
> *Niclas Tapper
> Affärsutvecklare
>
> ****
>
> E-post: niclas@positivpension.se <emma@positivpension.se>
> Hemsida: www.positivpension.se****
>
> Telefon: 0708-98 10 74****
>
> Adress: Vädursgatan 5, 412 50 Göteborg****
>
> ****
>
> *From:* Mark Bishop [mailto:mbishop@absig.com <mbishop@absig.com>]
> *Sent:* den 3 maj 2013 08:10
> *To:* niclas@positivpension.se
> *Subject:* Re: RE: letter of intent...****
>
> ****
>
> Niclas -****
>
> ****
>
> Please send me your comments today.****
>
> ****
>

> Thank you.****
>
> ****
>
> Best,****
>
> ****
>
> M****
>
> ****
>
> ==========****
>

[Hela det ursprungliga meddelandet tas inte med.]

Tap to Download
LOI Positiv...05-06).pdf
2,9 MB

From: Emil Ingmanson eai@solidequity.se
Subject: Fwd: New Bond...
Date: 10 May 2013, 12:23:30
To: Mark Bishop mbishop@absig.com, Mark Bishop mailtobishop@gmail.com

No bond yet...

Best Regards,

E-A Ingmanson

Sent from my iPhone

Vidarebefordrat brev:

> **Från:** Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>
> **Datum:** 10 maj 2013 12:20:24 CEST
> **Till:** 'Emil Ingmanson' <eai@solidequity.se>
> **Ämne: RE: New Bond...**
>
> Hi Emil,
>
> no bond yet, lets hope for the US session....

From: Emil Amir Ingmanson eai@solidequity.se
Subject: FW: Trade Confirmation 220671
Date: 15 May 2013, 11:52:27
To: Mark Bishop mbishop@absig.com, Mark Bishop mailtobishop@gmail.com

Best Regards,
E-A Ingmanson

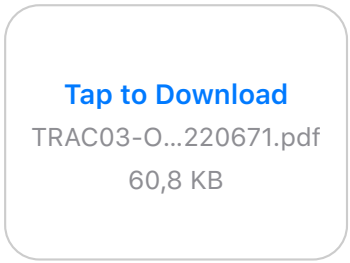
Hammarby Kaj 16
120 30 Stockholm, Sweden
‹
+467-329 399 99
+356-999 380 99

www.solidequity.se <Best Regards,
E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden
‹
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se
www.solidequity.se>
eai@solidequity.se

On 2013-05-15 11:46, "Close Brothers Seydler Bank AG"
<top@cbseydler.com>
wrote:



From: Emil Amir Ingmanson eai@solidequity.se
Subject: FW: Trade Confirmation 220676
Date: 15 May 2013, 11:52:36
To: Mark Bishop mbishop@absig.com, Mark Bishop bishop1329@gmail.com

Best Regards,
E-A Ingmanson

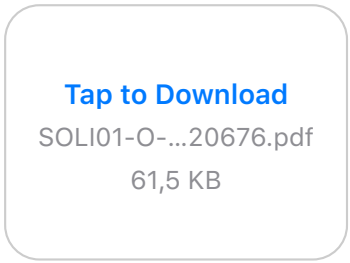
Hammarby Kaj 16
120 30 Stockholm, Sweden
‹
+467-329 399 99
+356-999 380 99

www.solidequity.se <Best Regards,
E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden
‹
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se
www.solidequity.se>
eai@solidequity.se

On 2013-05-15 11:46, "Close Brothers Seydler Bank AG"
<top@cbseydler.com>
wrote:



From: Emil Ingmanson eai@solidequity.se
Subject: Re: Wire for the LMT bond...
Date: 20 May 2013, 23:21:55
To: Mark Bishop mailtobishop@gmail.com

Hi Mark,

It was a bank holiday in Germany today. I hope it'll come tomorrow...

I've talked to Niclas a lot today and I think he's ok with moving the clients to SP. he just wants to change the name of the company to Positiv Placering...

Best Regards,

E-A Ingmanson

Sent from my iPhone

> 20 maj 2013 kl. 18:33 skrev Mark Bishop <mailtobishop@gmail.com>:
>
> Emil -
>
> I have not received payment for the LMT bond yet. Please check with your bank tomorrow on the status of the wire.
>
> M
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538

From: Emil Ingmanson eai@solidequity.se
Subject: Fwd: Transfer...
Date: 21 May 2013, 08:45:55
To: Mark Bishop mailtobishop@gmail.com, Mark Bishop mbishop@absig.com

---

From Carsten...

Best Regards,

E-A Ingmanson

Sent from my iPhone

Vidarebefordrat brev:

> **Från:** Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>
> **Datum:** 21 maj 2013 08:25:39 CEST
> **Till:** 'Emil Ingmanson' <eai@solidequity.se>
> **Ämne: RE: Transfer...**
>
> Good morning Emil,
>
> wasn t in yesterday due to bank holiday.
> Will check with financial control department. Everything should be transferred...
>
> Regards
> Carsten
>
> ---
>
> **From:** Emil Ingmanson [mailto:eai@solidequity.se]
> **Sent:** Dienstag, 21. Mai 2013 05:38
> **To:** Carsten Pfersdorf
> **Subject:** Re: Transfer...
>
> Dear Carsten,
>
> Is the 3 transfers done yet?
>
> We haven't received anything yet...
>
> Best Regards,
>
> E-A Ingmanson

Sent from my iPhone

17 maj 2013 kl. 11:48 skrev Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>:

HI Emil,

ok, thx

Carsten

From: Emil Amir Ingmanson [mailto:eai@solidequity.se]
Sent: Freitag, 17. Mai 2013 11:46
To: Carsten Pfersdorf
Subject: Transfer...

Dear Carsten,

I just faxed you two transfers, please do both of them today.

Best Regards,
E-A Ingmanson

<image001.png>

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: Emil Ingmanson eai@solidequity.se
Subject: Fwd: Transfer...
Date: 21 May 2013, 13:47:23
To: Mark Bishop mailtobishop@gmail.com, Mark Bishop mbishop@absig.com

---

Best Regards,

E-A Ingmanson

Sent from my iPhone

Vidarebefordrat brev:

> **Från:** Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>
> **Datum:** 21 maj 2013 13:40:47 CEST
> **Till:** 'Emil Ingmanson' <eai@solidequity.se>
> **Ämne: RE: Transfer...**
>
> Hi Emil,
>
> i got confirmation that all three transfers have been advisded.
>
> Should n t take too long.
>
> Regards
> Carsten

From: Emil Amir Ingmanson eai@solidequity.se
Subject: SP Board...
Date: 29 May 2013, 14:36:48
To: Mark Bishop mailtobishop@gmail.com, Mark Bishop mbishop@absig.com

Mark -

Here is the new board of directors in Strategi Placering AB.

Best Regards,
E-A Ingmanson

Tap to Download
21256E5B-...64D[7].png
0 bytes

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

Tap to Download
55686050...-12-31.pdf
894 KB

Tap to Download
55686050...-05-07.pdf
40,6 KB

Tap to Download
55686050...-05-29.pdf
165 KB

Tap to Download
55686050...-05-29.pdf
157 KB

From: Emil Ingmanson eai@solidequity.se
Subject: Re: BAFC 2004-1 B2 bond sale - ISIN US05946XGH08...
Date: 10 Jun 2013, 14:17:25
To: Mark Bishop mailtobishop@gmail.com
Cc: emil emil@solidequity.se

Great!

Already send it to him.

Best Regards,

E-A Ingmanson

Sent from my iPhone

> 10 jun 2013 kl. 14:13 skrev Mark Bishop <mailtobishop@gmail.com>:
>
> Emil -
>
> I have sent instructions to LPL to move the BAFC bond to your Close Brothers account number 089 154 CSC63359, "free of payment".
>
> The ISIN is US05946XGH08.
>
> Please forward the attached trade tickets to your applicable account representative.
>
> Contact me if you have any questions.
>
> Regards,
>
> Mark
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538
> <Trade Ticket - Optimus High Yield.pdf>
> <Trade Ticket - ABS to Solid Venture Capital.pdf>

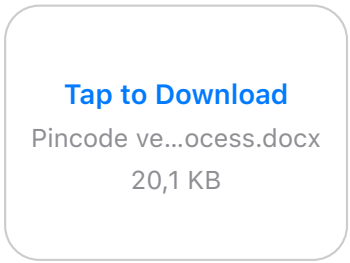
From: Jonas Johansson jonas@solidequity.se
Subject: Pin code verification process
Date: 13 Jun 2013, 15:02:33
To: Mark Bishop mailtobishop@gmail.com, Emil Amir Ingmanson eai@solidequity.se

--
Best Regards,

Jonas Johansson
Solid Equity AB
Hammarby Kaj 16
120 30 Stockholm, Sweden
Mobile phone: +4672-063 79 74
jonas@solidequity.se
www.solidequity.se

This communication, including any attachments, is confidential and must not be read by or disclosed to any person other than the above-named addressee(s). Any unauthorised party intercepting this communication is required to forward it to its intended destination&/or inform the sender as soon as possible. The Partnership - i.e. Solid Equity including any and all associated businesses - disclaims any liability for any action taken in reliance on the content of this communication. The statements or opinions expressed in this communication are not necessarily those of the partnership and should not be represented as such. Whilst all reasonable precautions have been taken to ensure that no harmful content is transmitted to any third party the partnership accepts no responsibility for any inconvenience, loss or damage resulting directly or indirectly from the use of this communication.

The Swedish National Defence Radio Establishment (FRA) may monitor e-mail traffic data and also the content of e-mail for the purposes of domestic surveillance.



No virus found in this message.
Checked by AVG - www.avg.com
Version: 2013.0.2904 / Virus Database: 3199/6406 - Release Date: 06/12/13

From: Emil Amir Ingmanson eai@solidequity.se
Subject: Re: BAFC bond, ISIN US05946XGH08...
Date: 13 Jun 2013, 17:19:59
To: Mark mailtobishop@gmail.com

Ok, I'll call Carsten ASAP...

Sent from my iPhone

> On 13 Jun 2013, at 17:19, "Mark" <mailtobishop@gmail.com> wrote:
>
> Now make sure Close notifies Ulf of trade (calls him) so he can have cash available for settlement. Good reason for you to call him also.
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538
>
> > On 13 jun 2013, at 16:49, Emil Amir Ingmanson <eai@solidequity.se> wrote:
> >
> > I've sent both to the broker now,
> >
> > Thank you!
> >
> > Sent from my iPhone
> >
> > > On 13 Jun 2013, at 11:03, "Mark Bishop" <mailtobishop@gmail.com> wrote:
> > >
> > > Emil -
> > >
> > > Attached are the two updated trade tickets.
> > >
> > > The one for Optimus High Yield has a settlement date of Thursday, June 20th.

> The one for Solid Venture Capital has a settlement date of Friday, June 21st.
>
> Best regards,
>
> Mark
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538
> <Trade Ticket - Optimus High Yield.pdf>
> <Trade Ticket - ABS to Solid Venture Capital.pdf>

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: The buyer...
Date: 22 juni 2013 20:30
To: Mark Bishop mailtobishop@gmail.com, mark bishop mbishop@absig.com

Hi Mark,

Here is the information about the buyer…

Best Regards,
E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: **Emil Ingmanson** eai@solidequity.se
Subject: Re:
Date: 28 juni 2013 07:24
To: Mark Bishop mailtobishop@gmail.com

Yes!

Have they also signed?

Please send me a signed copy...

Best Regards,

E-A Ingmanson

Sent from my iPhone

> 28 jun 2013 kl. 06:24 skrev Mark Bishop <mailtobishop@gmail.com>:
>
> FYI -
>
> ==========
>
> 6:20 AM (1 minute ago)
>
> Mark Bishop <mailtobishop@gmail.com>
> to christian.gunn., kristoffer.spa.
>
> Christian and Kristoffer -
>
> Please find attached the executed SPA for Positiv Pension. I will follow-up shortly with an authorization to Kristoffer to move the "Preliminary Verified Purchase Price" to the "Bank Account" today.
>
> Contact me if you have any questions or comments.
>
> Thank you both for your attention and professionalism in satisfying the Parties and getting the deal done.
>
> Best regards,
>
> Mark
>
> --
> **Mark Bishop**

+1 949 678 9574
+46 709 933 538

From: **Emil Ingmanson** eai@solidequity.se
Subject: Re:
Date: 28 juni 2013 07:34
To: Mark mailtobishop@gmail.com

Finally!

Best Regards,

E-A Ingmanson

Sent from my iPhone

> 28 jun 2013 kl. 07:27 skrev Mark <mailtobishop@gmail.com>:
>
> Yes. Signed by all. I have sent the wire authorization to Kristoffer.
>
> ==========
> Mark Bishop
> mailtobishop@gmail.com
> +1 949 678 9574
> +46 709 933 538
>
> > On Jun 27, 2013, at 22:24, Emil Ingmanson <eai@solidequity.se> wrote:
> >
> > Yes!
> >
> > Have they also signed?
> >
> > Please send me a signed copy...
> >
> > Best Regards,
> >
> > E-A Ingmanson
> >
> > Sent from my iPhone

28 jun 2013 kl. 06:24 skrev Mark Bishop <mailtobishop@gmail.com>:

FYI -

==========

6:20 AM (1 minute ago)

Mark Bishop <mailtobishop@gmail.com>

to christian.gunn., kristoffer.spa.

Christian and Kristoffer -

Please find attached the executed SPA for Positiv Pension. I will follow-up shortly with an authorization to Kristoffer to move the "Preliminary Verified Purchase Price" to the "Bank Account" today.

Contact me if you have any questions or comments.

Thank you both for your attention and professionalism in satisfying the Parties and getting the deal done.

Best regards,

Mark

--

Mark Bishop
+1 949 678 9574
+46 709 933 538

From: **Emil Ingmanson** eai@solidequity.se
Subject: Re: SPA...
Date: 28 juni 2013 07:37
To: Mark Bishop mailtobishop@gmail.com

Ok.

I totally understand. I'm always here to get the job done. Lets put these guys to work for us if they're gonna get all the cash!

Have a good night sleep :)

Best Regards,

E-A Ingmanson

Sent from my iPhone

> 28 jun 2013 kl. 07:33 skrev Mark Bishop <mailtobishop@gmail.com>:
>
> Emil - Please find attached the confidential agreement. You will have to help me manage to the agreement, as I have a large personal guarantee involved. I will sell the shares to Crown Brands (Hong Kong company), and they will sell you the Clients.
>
> We will talk in my morning.
>
> Best,
>
> M
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538
> <Executed SPA - Positiv Pension.pdf>

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: Re: SPA...
Date: 28 juni 2013 07:59
To: Mark mailtobishop@gmail.com

OK,

We need to change the board today as well.

Super! I'm ready for the bonds.

Best Regards,
E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: Mark Bishop <mailtobishop@gmail.com>
Date: Thu, 27 Jun 2013 22:49:47 -0700
To: Emil Ingmanson <eai@solidequity.se>
Subject: Re: SPA...

Ok. But first ill make sure Kristoffer gets the wires out, and then I'll be up around 4 to talk to you and Kristoffer to make sure all is good. Also I need to get the "flip" documents out to Crown Brand.

We'll move 2 bonds to you tomorrow also for settlement at the end of next week.

Thanks

M

==========

Mark Bishop
mailtobishop@gmail.com
+1 949 678 9574
+46 709 933 538

On Jun 27, 2013, at 22:37, Emil Ingmanson <eai@solidequity.se> wrote:

> Ok.
>
> I totally understand. I'm always here to get the job done. Lets put these guys to work for us if they're gonna get all the cash!
>
> Have a good night sleep :)
>
> Best Regards,
>
> E-A Ingmanson
>
> Sent from my iPhone
>
> 28 jun 2013 kl. 07:33 skrev Mark Bishop <mailtobishop@gmail.com>:
>
> > Emil - Please find attached the confidential agreement. You will have to help me manage to the agreement, as I have a large personal guarantee involved. I will sell the shares to Crown Brands (Hong Kong company), and they will sell you the Clients.
> >
> > We will talk in my morning.
> >
> > Best,
> >
> > M

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: New issued bonds from Baader Bank...
Date: 29 juni 2013 17:54
To: Mark Bishop mailtobishop@gmail.com

Hi Mark,

I want Optimus to buy € 8 million of Wallenborn and € 10 million of DIC.

Best Regards,
E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: Another one...
Date: 29 juni 2013 18:05
To: Mark Bishop mailtobishop@gmail.com

Hi Mark,

I want Optimus to buy € 5 million of Steilmann and 10 million of PNE Wind.

Best Regards,
E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: New issue bonds from CBSB...
Date: 29 juni 2013 17:59
To: Mark Bishop mailtobishop@gmail.com

Hi Mark,

I want Optimus to buy € 6 million of Homann (Optimus already have € 750, 000 in the portfolio) and 10 million of Rickmers (Optimus already have 4 million in the portfolio)

Best Regards,
E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: Warimpex...
Date: 29 juni 2013 18:25
To: Mark Bishop mailtobishop@gmail.com

Hi Mark,

These are from Warimpex, who are willing to give us equity in their real-estate projects.

This is the one Ulf responded to after 3 weeks…

- We found an investor who is ready to sell parts of his bonds for 101% over the stock exchange, he has PLN 12,750,000 (approx. 20% of the total issue of PLN 63 M). The bond is 3y, in PLN, 6M WIBOR (currently 3%) + 7% margin
- Please find the bond documentation http://www.warimpex.com/investors/disclaimer-bonds.aspx?sc_lang=en
- We calculated our idea to sell our fully let office block in St. Petersburg: it will bring 8% unleveraged, asset backed.
-

Best Regards,
E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: Last one...
Date: 29 juni 2013 18:27
To: Mark Bishop mailtobishop@gmail.com

Hi Mark,

Now I have sent 8 bonds in which Optimus can invest. This is the last and smallest one, which should make them open to an equity deal…

Best Regards,
E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: Ny ledamot...
Date: 30 juni 2013 22:35
To: Mark Bishop mailtobishop@gmail.com, mark bishop mbishop@absig.com
Cc: Kristoffer Sparring kristoffer.sparring@fylgia.se

Dear Mark and Kristoffer,

Here is the swedish board member in Positiv Pension.

Send me the documents and I will make sure it is signed and returned ASAP.

Best Regards,
E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: **Emil Ingmanson** eai@solidequity.se
Subject: Re: Corporate bonds...
Date: 4 July 2013 at 01:52
To: Mark mailtobishop@gmail.com

Mark -

We rather do what we always do, because its easy to count and follow up.

Also, this is what we agreed to do. If we are to change, we should have discussed that before.

The long run is also very important but this is a lot of money we are talking about and this would be a great loss for us.

Best Regards,

E-A Ingmanson

Sent from my iPhone

> 4 jul 2013 kl. 10:29 skrev Mark <mailtobishop@gmail.com>:
>
> I do get it. It has to do with the "underwriting" of the bonds, not the amount of cash he has. I will send you the math in my morning. Patience. You will make more money in the long term if you focus on the big picture,,, while at the same time making a lot of money.
>
> ==========
> Mark Bishop
> mailtobishop@gmail.com
> +1 949 678 9574
> +46 709 933 538
>
> > On Jul 4, 2013, at 0:38, Emil Amir Ingmanson <eai@solidequity.se> wrote:
> >
> > Hi Mark,
> >
> > Ulf finally took 6/10 mln in DIC and 4/8 mln in Wallenborn.

> We loose a lot of cash on this.
>
> Why doesn't he take the full 10% when the fund is big enough and there is so much liquidity that they don't even know what to do with it. They are buying short certificates just to avoid having more than 20% cash...
>
> I just don't get it...
>
> Sent from my iPhone

From: **Alex Hendrickson** alex@aurigausallc.com
Subject: Re: Fw:
Date: 4 July 2013 at 07:39
To: Mark mailtobishop@gmail.com
Cc: mbishop mbishop@absig.com, Lisa Duehring lduehring@absig.com

i believe i have the wire instructions that i can put on the actual bond so that all payments get to High Yield Fund.. My concerns are where to send physical bonds on wednesday.. I believe this is our final hurdle for 10th funding..
If I am missing anything, please let me know..

Thanks

> On Jul 4, 2013, at 10:29 AM, Mark <mailtobishop@gmail.com> wrote:
>
> Helpful. Thanks.
>
> ==========
> Mark Bishop
> mailtobishop@gmail.com
> +1 949 678 9574
> +46 709 933 538
>
> > On Jul 4, 2013, at 7:03, Alex Hendrickson <alex@aurigausallc.com> wrote:
> >
> > Many thanks !!!!
> > The ISIN is USU8340UAA08, if that helps..
> > 6.5mm
> > at par (100-00)
> > settling flat
> > versus proceeds $6,500,000.00
> > settlement date July 10, 2013
> >
> > Happy 4th
> >
> >
> > > On Jul 4, 2013, at 9:59 AM, Mark <mailtobishop@gmail.com> wrote:

? OK. I'll call him. He knows the deal but is probably looking for the bond. I will find out a out physical. I know ABS doesn't do physical,,, but.

Will call you later today.

==========

Mark Bishop
mailtobishop@gmail.com
+1 949 678 9574
+46 709 933 538

On Jul 4, 2013, at 5:11, Alex Hendrickson <alex@aurigausallc.com> wrote:

Mark - Lisa.... Happy 4th of July!!!!
I think I need some help with physical delivery of the A-Notes..
Thank you for your assistance..
Alex

Sent from my BlackBerry 10 smartphone.

From: Ulf Deckmark
Sent: Thursday, July 4, 2013 7:21 AM
To: Alex Hendrickson
Reply To: Ulf Deckmark
Subject: SV:

Hi Alex,

There must be some mistake Wath bond are we talking about ? and We do not accept fysical deliver.

Best Ulf

Från: Alex Hendrickson [mailto:alex@aurigausallc.com]
Skickat: den 3 juli 2013 21:56
Till: ulf.deckmark@optimusfonder.se
Ämne: FW:

Ulf – I hope you are having a great vacation!!! Sorry for bothering you.. We have a trade to do that will settle on Wednesday the 10th of June.. The bonds will settle physical delivery, so I wanted to make sure we have the correct delivery

instructions.. I will call you tomorrow on your mobile number..

Below are instruction I found in your file, please confirm for accuracy..

Cash Wires
JPMorgan Chase, New York
ABA 021-000-021
Fed Wire Address: JPMCHASE/CUST
For the account of JPMorgan London,
Account no: PS75350

Under Fixed Income for physical delivery it states – Contact your Swed Bank Representative..

The only physical instructions we found were under the header "Stock Settlement"
Brown Brothers Harriman
140 Broadway
New York, NY 10005-1101
A/C 8551509 Swedish Clients

Please advise on correct instructions..

All the best –

Alex

Alex Hendrickson
Managing Director
Auriga USA, LLC
546 Fifth Ave, 9th Floor, New York, NY, 10036
Ph: (646) 998-6430 Cell: (646) 303-5051 Fax (646) 738-6560

Our detailed disclaimer can be seen at http://www.aurigausallc.com/disclaimer

Our detailed disclaimer can be seen at http://www.aurigausallc.com/

disclaimer

Our detailed disclaimer can be seen at http://www.aurigausallc.com/disclaimer

Our detailed disclaimer can be seen at http://www.aurigausallc.com/disclaimer

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: Re: Hej
Date: 5 July 2013 at 13:51
To: Mark Bishop mailtobishop@gmail.com

Ok.

I moved 125 mln today. Of course I'll include you in all the information you need.

Sent from my iPhone

On 05 Jul 2013, at 22:49, "Mark Bishop" <mailtobishop@gmail.com> wrote:

> Emil -
>
> I hope you are doing well in Malta.
>
> I have just finished paying the final amount of "Equity" to the PP guys today, so the first round of payments is now complete. As PP brings new Clients to us, we will own them more money to be paid on July 15th and July 31st.
>
> In the meantime, so that I can schedule RMBS bond purchases with Optimus, please include me on the emails that tell us (1) how much balance we add to the fund daily, and (2) the current Optimus total fund balance.
>
> Thank you.
>
> Best,
>
> M
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538

From: **Alex Hendrickson** alex@aurigausallc.com
Subject: RE:
Date: 10 July 2013 at 05:05
To: Mark Bishop mailtobishop@gmail.com, Lisa Duehring lduehring@absig.com
Cc: Richard Chun rchun@rwc-legal.com

BG721-5

Mark – Lisa,
Please give me a call so we can discus timing of this request.. We need to go w/ DB at this point, and all they are requiring is some basic Know Your Customer (KYC).. I would imagine this information is readily available..

DB is serving as Indenture Trustee and Transfer Agent.

In terms of obtaining DTC eligibility, DB is a DTC participant and can obtain DTC eligibility for the Note by serving as Transfer Agent

Thanks

From: Alex Hendrickson [mailto:alex@aurigausallc.com]
Sent: Tuesday, July 09, 2013 5:37 PM
To: 'Mark Bishop'; 'Mark Bishop'; 'Lisa Duehring'
Subject:

Mark – we are still dual tracking on getting your bond on DTC.. Our request into Pershing is still with management and we are hoping to have an answer from them tomorrow..

For DB – to get this done for DTC, they have some KYC information that they are asking for on Optimus High Yield..
I would imagine you have this on file ..

Many thanks..

1. W8BEN - Auriga already has
2. Government issued document or Certificate of Formation
3. 2nd ID (such as Operating Agreement, Government issued Certificate of Good Standing, Articles of Association or Financials audited preferred)
4. Ownership Structure up to the ultimate parent (it needs to end either with a public company or individual(s) - **See #7**
5. Any 25% or more owners for US entities or 10% or more owners for offshore entities i.e. Cayman Islands (with clearly legible passport copies). If ownership ends with individual, please provide source of wealth.
6. Key Management and Board of Directors (with complete names including middle names, citizenship and birthdates)
7. Ownership will need to be provided within a legal document such as Operating Agreement or

other legal document. If no legal document exists with this, then this should be provided by client's internal or external counsel, auditor or senior internal company management. They will need to provide this information on their company letterhead or within an email with a signature block that includes their name, title and complete contact details. BG721-5

Alex Hendrickson
Managing Director
Auriga USA, LLC
546 Fifth Ave, 9th Floor, New York, NY, 10036
Ph: (646) 998-6430 Cell: (646) 303-5051 Fax (646) 738-6560

Our detailed disclaimer can be seen at http://www.aurigausallc.com/disclaimer

From: **Emil Ingmanson** eai@solidequity.se
Subject: Fwd: Bonds...
Date: 10 July 2013 at 05:25
To: Mark Bishop mailtobishop@gmail.com, mbishop mbishop@absig.com

Problem?

Best Regards,

E-A Ingmanson

Sent from my iPhone

Vidarebefordrat brev:

> **Från:** Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>
> **Datum:** 10 juli 2013 14:12:06 CEST
> **Till:** 'Emil Ingmanson' <eai@solidequity.se>
> **Ämne: RE: Bonds...**
>
> Hi Emil,
>
> we just got feedback from custodian, unfortunately settlement tomorrow doesn t work, will take at least 2 days, probably 3 days due to US.
> Will sent a new confirmation with t+2.
>
> One more thing.
> We got a price reasonable check for the bonds.
> Compliance was asking as Bloomberg got some strange prices.
> Is there any reason for that ?
>
> Thanks
> Carsten

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: FW: Bonds...
Date: 10 July 2013 at 08:26
To: Mark Bishop mailtobishop@gmail.com, mbishop mbishop@absig.com

Here is the reply…

Best Regards,
E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>
Date: Wed, 10 Jul 2013 15:22:03 +0000
To: 'Emil Amir Ingmanson' <eai@solidequity.se>
Subject: RE: Bonds...

Hi Emil,

thanks for the detailed report.

I already confirmed with the buyer this morning and booked directly.
It will settle as soon as possible.

That was just a question buy compliance who probably got price check by system.

I already told compliance department this morning as well that bbg quotes are not right an there is no trades recorded at those prices.

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: Arbitrage...
Date: 11 July 2013 at 04:55
To: Mark Bishop mailtobishop@gmail.com, mbishop mbishop@absig.com

Mark -

Here is the "Ulf" file.

I've got the day off tomorrow, but of course I'm available on e-mail and phone.

Have a great weekend :)

Best Regards,
E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: The file...
Date: 11 July 2013 at 04:56
To: Mark Bishop mailtobishop@gmail.com, mbishop mbishop@absig.com

Best Regards,
E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: **Alex Hendrickson** alex@aurigausallc.com
Subject: FW: Optimus High Yield
Date: 11 July 2013 at 10:31
To: Mark Bishop mailtobishop@gmail.com

Is this feasible??

From: Richard W. Chun [mailto:rchun@rwc-legal.com]
Sent: Thursday, July 11, 2013 1:29 PM
To: Alex Hendrickson
Cc: Virginia Brown
Subject: Optimus High Yield

Alex,

I think the following statement should do it.

Optimus High Yield is a Swedish Fund owned by individuals. No individual owns 10% or more of the Fund. I am a board member of Optimus Fonder AB which is the manager of the Fund.

Mark Bishop
Board Member
Optimus Fonder AB

Optimus Management, LLC
1176 Main Street, Suite 300
Irvine, CA 92614
mbishop@absig.com
+1 949 678 9574

DB may require that the email be sent to DB directly. We are still waiting for Eileen at DB to call us back. If Mark could put this on Optimus High Yield letterhead and sign, that would avoid the issue.

Thanks,
Richard

Law Office of Richard W. Chun, PLLC
550 Fifth Avenue, 8th Floor

New York, New York 10036
Phone: 646-998-6403
Fax: 917-591-9441
Website: www.rwc-legal.com

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Our detailed disclaimer can be seen at http://www.aurigausallc.com/disclaimer

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: FW: US05946XGH08 BC AMER. FDG 04-1 2034 FLR - Nachbelastung 9.966,98 USD w/ Solid trade in den USA
Date: 15 July 2013 at 01:26
To: Mark Bishop mailtobishop@gmail.com, mbishop mbishop@absig.com

Mark -

Did you see this?

What am I suppose to do?

Best Regards,
E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>
Date: Fri, 12 Jul 2013 08:04:17 +0000
To: "Emil Amir Ingmanson (eai@solidequity.se)" <eai@solidequity.se>
Subject: FW: US05946XGH08 BC AMER. FDG 04-1 2034 FLR - Nachbelastung 9.966,98 USD w/ Solid trade in den USA

Good morning Emil,

we got a “CMO factor adjustments” of USD 9.966,98 from a bond trade we did mid June. I never heard of this but i hope you are familiar with this procedure.

I did copy the text we got.

Can you please check if everything sounds right ?

Thanks

Carsten

P.S.: I will keep you up to date with your two bonds we just traded, hope the money will be credited to your account today.

General Information
Corporate Action Reference
NONREF - Version 1 of 1
Action Status
FYI - Notification
Processing Status
Unknown
Safekeeping Account
63359 - BNP PARIBAS SECURITIES SERV. S.C.A.
Event Type
INTR - Interest payment (Floating Rate Note)
Notification Timestamp
02.07.13 15:58

Underlying Financial Instrument
ISIN Code
US05946XGH08
Common Code
094508860 - Single
Description
USD FL.R BOA FUND.CORP. 04-2034
Place of Safekeeping
DTCYUS33XXX - DEPOSITORY TRUST COMPANY, THE NEW YORK,NY
Type
Bond

Additional Information

02.07.13 15:58 - Additional Text
ACC 63359 POS 5,345,000 A CMO FACTOR HAS BEEN APPLIED ON YOUR BELOW TRADE: . YR 8M INSTRUCTION REF 470413062001249 NOMINAL 5,345,000 . YOUR ACCOUNT HAS

BEEN DEBITED VALUE 26JUN13 WITH USD 9,966.98 . THIS AMOUNT IS SPLITTED IN INTEREST FOR USD 50.51 AND IN POOL AMOUNT FOR USD 9,916.47 . KIND REGARDS

02.07.13 15:58 - Party Contact Narrative
INCOME PRAGUE

(CMO = collaterized mortgage obligation. This
is a multiclass bond backed by a pool of mortgage pass-through

From: **Alex Hendrickson** alex@aurigausallc.com
Subject: RE:
Date: 18 July 2013 at 15:04
To: Mark Bishop mailtobishop@gmail.com, Lisa Duehring lduehring@absig.com
Cc: Richard Chun rchun@rwc-legal.com

BG721-5

Mark / Lisa – DB is holding up submitting our bond to DTC until they get this information back from you to finish their KYC.. This is holding up settlement.. Unfortunately, this is extremely time sensitive.. If we can be of any help, please just ask..

Thanks

From: Alex Hendrickson [mailto:alex@aurigausallc.com]
Sent: Tuesday, July 16, 2013 5:23 PM
To: 'Lisa Duehring'; 'Mark'; 'Mark Bishop'
Cc: Richard Chun
Subject:

Mark / Lisa

Richard Chun just learned from our friends at DB that they will not submit our bond to DTC till they have their KYC information. I believe we have submitted must of the information already and just have a few remaining. Unfortunately, time is of the essence here.. At this rate, it looks like 1st funding will be the 24th..

I believe DB sent an email to Mark, but here is what they need.. We have helped out where we could.. If you have areas where we can help, please just ask..

Here is where we are:
I think we are down to the following items we need from Mark:

<u>The Fund</u>

1. the representation email / letter (which we've already requested)
2. a translation of the FI approval letter of the formation of the fund. We've attached our attempted translation and highlighted terms which we were not able to translate. Mark will need to translate further the highlighted terms and email back to us stating that it is a translation of such FI approval letter.
3. Offering Memo for Optimus High Yield (in English).

<u>The Manager</u>

1. W-9 for Optimus Fonder (we used the information in the FSA approval letter but Mark should confirm that it is correct)
2. Unless you already have (or is in the offering memo which Mark will

provide), we need a short bio of Mark. We are assuming his country of domicile is the US (please let us know if that is not correct).

BG721-5

Alex Hendrickson
Managing Director
Auriga USA, LLC
546 Fifth Ave, 9th Floor, New York, NY, 10036
Ph: (646) 998-6430 Cell: (646) 303-5051 Fax (646) 738-6560

Our detailed disclaimer can be seen at http://www.aurigausallc.com/disclaimer

From: **Emil Ingmanson** eai@solidequity.se
Subject: Re: Ulf commission...
Date: 18 July 2013 at 22:27
To: Mark Bishop mailtobishop@gmail.com

Ok,

As long as we get the 10 % arb on this one...

Best Regards,

E-A Ingmanson

Sent from my iPhone

> 18 jul 2013 kl. 23:38 skrev Mark Bishop <mailtobishop@gmail.com>:
>
> Emil -
>
> I'm getting ready to pay Ulf at the end of the month. FYI, I'm using a factor of half of the real arbitrage for July (it's enough).
>
> Check it out. We will owe him SEK 3.758.428 total. I will contribute half (SEK 1.879.214 from Solid and SEK 1.879.214 from ABS).
>
> We can fine tune the numbers next week after the last bond funds on Thursday.
>
> Regards,
>
> Mark
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538
> <Ulf commission.xlsx>

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: FW: New bond...
Date: 22 July 2013 at 06:45
To: Mark Bishop mailtobishop@gmail.com, mbishop mbishop@absig.com

FYIŠ

> Hi Emil,
>
> we already got informed by BNP that the bond is advised.
> Expecting to be booked in your account today finally. Will let you know
> if this already happens throu our trading hours.

From: **Emil Amir Ingmanson** amir77@me.com
Subject: No Subject
Date: 30 July 2013 at 07:40
To: Mark Bishop mailtobishop@gmail.com

BG721-5

This is private e-mail.

Best Regards,

Emil Amir Ingmanson
+467-329 399 99
+356-999 380 99

From: **Emil Amir Ingmanson** amir77@me.com
Subject: phone...
Date: 31 July 2013 at 00:29
To: Mark Bishop mailtobishop@gmail.com

Mark -

We should use only your US number and my Malta numberr to talk and text about bonds. You can see it below.

Do you have dropbox? We can use that instead of e-mail....

And of course Skype.

Best Regards,

Emil Amir Ingmanson
+467-329 399 99
+356-999 380 99

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Room...
Date: 31 July 2013 at 01:44
To: Mark Bishop mailtobishop@gmail.com

Mark -

As of today we have a room of $ 6,9 million.

Then we get another million US after the sale of the oversized bond.

We also had an inflow of 7 million SEK today and just one single angry client that we've handled.

If they don't write anything new, bad about us, it´s all good.

Best Regards,

Emil Amir Ingmanson
+467-329 399 99
+356-999 380 99

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Fwd: Wire Instructions
Date: 4 August 2013 at 23:49
To: Mark Bishop mailtobishop@gmail.com

BG721-5

Here are the wire instructions.

Kontoinhaber: Close Brothers Seydler Bank AG
Bank-Name: BNP Paribas
Konto-Nr.: 9153974002
BLZ: 500 305 00
IBAN: DE62 5003 0500 9153 9740 02
BIC: PARBDEFFXXX

Please declare your Core No 728 on the transfer.

Regards

Carsten

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: FNLC
Date: 5 August 2013 at 01:30
To: Mark mailtobishop@gmail.com

I wired the 70, 000 USD to the account now. Just waiting for your wire and Carsten to do the trade.

Do you send the new bond today as well?

The room must have increased by a million now...

> 5 aug 2013 kl. 07:10 skrev Mark <mailtobishop@gmail.com>:
>
> I'm sure you can find 70K...
>
> ==========
> Mark Bishop
> mailtobishop@gmail.com
> +1 949 678 9574
> +46 709 933 538
>
> > On Aug 4, 2013, at 22:06, Emil Amir Ingmanson <amir77@me.com> wrote:
> >
> > Ok, how are we gonna solve this?
> >
> > Can you wire the full amount for the purchase?
> >
> > Best Regards,
> >
> > E-A Ingmanson
> >
> > Sent from my iPhone
> >
> > > 5 aug 2013 kl. 07:03 skrev Mark <mailtobishop@gmail.com>:
> > >
> > > Thank you.

I'll get going on the new bonds that Optimus will purchase. More tomorrow my time. Best. M

==========
Mark Bishop
mailtobishop@gmail.com
+1 949 678 9574
+46 709 933 538

> On Aug 4, 2013, at 21:59, Emil Amir Ingmanson <amir77@me.com> wrote:
>
> Mark -
>
> I've asked Carsten for the wire instructions and send him the trade ticket for the trade between Optimus and SVC.
>
> Best Regards,
>
> E-A Ingmanson
>
> Sent from my iPhone
>
> > 5 aug 2013 kl. 06:09 skrev Mark Bishop <mailtobishop@gmail.com>:
> >
> > Emil -
> >
> > We must repurchase $1 million of the FNLC bond from Optimus on Tuesday, August 6th (trade date on Tuesday, August 6th, with a settlement date on Friday, August 9th).
> >
> > I have attached two trade tickets, one between Solid and ABS where I am buying the security back from you at a price of 63.90% ($639.403,34), and another between Optimus and Close Brothers where you/Close Brothers is buying the security back from Optimus at a price of 71.00% ($710.504,18).
> >
> > I will need your wire instructions so I can send the $639.403,34 to you for

the bond. I will wire the money on Monday, August 5th.

Please reconfirm your wire instructions to me.

Thanks,

M

--
Mark Bishop
+1 949 678 9574
+46 709 933 538
<FNLC repurchase - ABS to SVC.pdf>
<FNLC repurchase - Optimus to Close Brothers.pdf>

From: **Carsten Pfersdorf** Carsten.Pfersdorf@cbseydler.com
Subject: RE: Wire Instructions
Date: 5 August 2013 at 06:55
To: Mark mailtobishop@gmail.com

BG721-5

Hi Mark,

---

posting text of „Core No 728" is important.

Regards
Carsten

From: Mark [mailto:mailtobishop@gmail.com]
Sent: Montag, 5. August 2013 15:49
To: Carsten Pfersdorf
Subject: Fwd: Wire Instructions

Carsten -

Is there an "account name" associated with the account number "9153974002", or a "further credit" information that I should add to my wire for Emil???

Let me know.

Thanks,

Mark
ABS Investment Group

==========

Mark Bishop
mailtobishop@gmail.com
+1 949 678 9574
+46 709 933 538

Begin forwarded message:

Carsten -

Is there an "account name" associated with the account number "9153974002", or a "further credit" information that I should add to my wire for Emil???

BG721-5

Let me know.

Thanks,

Mark
ABS Investment Group

---------- Forwarded message ----------
From: **Emil Amir Ingmanson** <amir77@me.com>
Date: Mon, Aug 5, 2013 at 8:49 AM
Subject: Fwd: Wire Instructions
To: Mark Bishop <mailtobishop@gmail.com>

> Here are the wire instructions.
>
> Kontoinhaber: Close Brothers Seydler Bank AG
> Bank-Name: BNP Paribas
> Konto-Nr.: 9153974002
> BLZ: 500 305 00
> IBAN: DE62 5003 0500 9153 9740 02
> BIC: PARBDEFFXXX
>
> Please declare your Core No 728 on the transfer.
>
>
> Regards
>
> Carsten

--
Mark Bishop
+1 949 678 9574

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Trade...
Date: 7 August 2013 at 23:59
To: Mark Bishop mailtobishop@gmail.com

BG721-5

Mark -

I can confirm that the cash is in the account and Carsten is contacting Ulf to set up the trade today.

Best Regards,

E-A Ingmanson

Sent from my iPhone

From: **Emil Amir Ingmanson** amir77@me.com
Subject: SOLI01-O-20130808-101443-243024.pdf
Date: 8 August 2013 at 01:35
To: Mark Bishop mailtobishop@gmail.com

BG721-5

Best Regards,

E-A Ingmanson

Sent from my iPhone

From: **Emil Amir Ingmanson** amir77@me.com
Subject: TRAC03-O-20130808-101605-243023.pdf
Date: 8 August 2013 at 01:36
To: Mark Bishop mailtobishop@gmail.com

BG721-5

Best Regards,

E-A Ingmanson

Sent from my iPhone

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: Delivery Instructions for SAIL 2006-4 A5, cusip 86360WAE2, orig. face $1,000,000...
Date: 8 August 2013 at 21:54
To: Mark Bishop mailtobishop@gmail.com

BG721-5

I've sent it to Carsten...

Best Regards,

E-A Ingmanson

Sent from my iPhone

> 9 aug 2013 kl. 05:43 skrev Mark Bishop <mailtobishop@gmail.com>:
>
> Emil -
>
> Please find attached our delivery instructions for ABS INVESTMENT GROUP.
>
> Deliver to LPL Financial, DTC #0075, Account No. 1360-4701, Account Name "ABS INVESTMENT GROUP, LLC". Make sure to add a notation, "Free Delivery".
>
> Contact me if you have any questions.
>
> Regards,
>
> Mark
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538
> <ABS delivery instructions.pdf>

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Outflows...
Date: 12 August 2013 at 01:27
To: Mark Bishop mailtobishop@gmail.com

BG721-5

Mark -

Here it is. I also attach the total statistics from PPM by the end of July.

29/7 -4,1 MSEK
30/7 -3,9 MSEK
31/7 7,3 MSEK
1/8 1,4 MSEK
2/8 - 3,7 MSEK
5/8 - 6,9 MSEK
6/8 -4,6 MSEK
7/8 -6,7 MSEK
8/8 -3,1 MSEK

Best Regards,

Emil Amir Ingmanson
+467-329 399 99
+356-999 380 99

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Fwd: US590204FAG90
Date: 14 August 2013 at 04:56
To: Mark Bishop mailtobishop@gmail.com

BG721-5

Mark -

Can you please check the trade tickets again. There's something wrong...

Best Regards,

E-A Ingmanson

Sent from my iPhone

Vidarebefordrat brev:

Från: Markus Laifle <Markus.Laifle@cbseydler.com>
Datum: 14 augusti 2013 13:47:09 CEST
Till: "'eai@solidequity.se'" <eai@solidequity.se>
Kopia: Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>, Dana Benz-Fischer <dana.benz-fischer@cbseydler.com>
Ämne: US590204FAG90

Hi Emil,

BO just informs us that we receive nom 24.354.840 and not 24.000.000 as expected.

Can you please check?

Thx and rgds

Markus

Mit freundlichen Grüßen / With best regards

Markus Laifle
Sales Trading

- ***Top 10 Brokers Europe – Wall Street Journal Europe 2013***
- ***Winner 2012 Best German SME House – Capital Markets Daily Portal***
- ***Best Bookrunner Mittelstandsanleihen 2011 und 2012 – BOND MAGAZINE***
- ***Top Stock Picker 2012 – Thomson Reuters Starmine Ranking in sector machinery (pan-European)***
- ***Platz 1 Going Public League Table 2011 für Emission von Mittelstandsanleihen nach Anzahl und Volumen***
- ***Platz 1 Thomson Reuters Starmine Ranking 2011 für die besten Aktienempfehlungen im TecDAX und SDAX***
- ***Platz 1 Dealogic Ranking 2010 für Aktienemissionen unter 100 Mio EUR für Small & Mid Caps in Deutschland***

Close Brothers Seydler Bank AG
Schillerstrasse 27 - 29
60313 Frankfurt am Main

Tel: +49 (0) 69 / 92054-120
Fax: +49 (0) 69 / 92054-905
cell: +49 (0) 172 / 7296625
e-mail: markus.laifle@cbseydler.com

Registergericht: Frankfurt am Main
Aktiengesellschaft mit Sitz in Frankfurt am Main - HRB 43507
Aufsichtsrat: Jonathan Howell (Vorsitzender)
Vorstand: René Parmantier, Holger Gröber

http://www.cbseydler.com

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Fwd: Bonds...
Date: 16 August 2013 at 00:55
To: Mark Bishop mailtobishop@gmail.com

BG721-5

Mark -

This I got from Carsten according to the 1KK bond.

Best Regards,

E-A Ingmanson

Sent from my iPhone

Vidarebefordrat brev:

Från: Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>
Datum: 16 augusti 2013 08:58:34 CEST
Till: 'Emil Ingmanson' <eai@solidequity.se>
Ämne: RE: Bonds...

Hi Emil,

unfortunately still unsettled.
I just called the Backoffice of the buyer. He told me that he will call their custodian – Swedbank – to figure out what is wrong. We just checked that we have the same instructions which he agreed.
He will call me back pretty as soon as he has called the Swedbank.

So fingers crossed that it will settle today. I really don t know why this takes so long as the trade settled other way round pretty soon...

Regards
Carsten

From: Emil Ingmanson [mailto:eai@solidequity.se]
Sent: Donnerstag, 15. August 2013 17:51
To: Carsten Pfersdorf
Subject: Re: Bonds...

Carsten -

Is it settled yet?

Best Regards,

E-A Ingmanson

Sent from my iPhone

15 aug 2013 kl. 13:04 skrev Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>:

Hi Emil,

unfortunately still not settled.
But HSBC – our custodian – is in talks directly with the custodian of the buyer so they can figure out directly on the shortest way.

I hope this will settle soon now.

Will keep you updated.

Regards
Carsten

From: Emil Amir Ingmanson [mailto:eai@solidequity.se]
Sent: Donnerstag, 15. August 2013 13:00
To: Carsten Pfersdorf
Subject: Bonds...

Dear Carsten,

I received the trade confirmation, thank you.

Is the purchase of the 1KK USD bond also settled by now or is there still a problem?

Best Regards,
E-A Ingmanson

<image001.png>

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: FW: Bonds...
Date: 16 August 2013 at 05:32
To: Mark Bishop mailtobishop@gmail.com

BG721-5

Update…

Best Regards,
E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

From: Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>
Date: Fri, 16 Aug 2013 12:29:19 +0000
To: 'Emil Ingmanson' <eai@solidequity.se>
Subject: RE: Bonds...

Hi Emil,

short update....i talked to the Custodian of the seller directly, „somehow“ not all settlement instructions by the seller has been transfered correctly.
The Custodian of the seller will talk to his US custodian as soon as the office is open (should be shortly) and will make sure that all details will be transfered correctly now so hopefully this trade will settle soon.

Regards
Carsten

From: Emil Ingmanson [mailto:eai@solidequity.se]

Sent: Donnerstag, 15. August 2013 17:51

To: Carsten Pfersdorf
Subject: Re: Bonds...

Carsten -

Is it settled yet?

Best Regards,

E-A Ingmanson

Sent from my iPhone

15 aug 2013 kl. 13:04 skrev Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>:

Hi Emil,

unfortunately still not settled.
But HSBC – our custodian – is in talks directly with the custodian of the buyer so they can figure out directly on the shortest way.

I hope this will settle soon now.

Will keep you updated.

Regards
Carsten

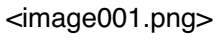
From: Emil Amir Ingmanson [mailto:eai@solidequity.se]
Sent: Donnerstag, 15. August 2013 13:00
To: Carsten Pfersdorf
Subject: Bonds...

Dear Carsten,

I received the trade confirmation, thank you.

Is the purchase of the 1KK USD bond also settled by now or is there still a problem?

Best Regards,



Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Fwd: ABS delivery instructions.pdf
Date: 20 August 2013 at 02:13
To: Mark Bishop mailtobishop@gmail.com

BG721-5

What can we do?

Best Regards,

E-A Ingmanson

Sent from my iPhone

Vidarebefordrat brev:

> **Från:** Markus Laifle <Markus.Laifle@cbseydler.com>
> **Datum:** 20 augusti 2013 10:01:55 GMT+01:00
> **Till:** "eai@solidequity.se" <eai@solidequity.se>
> **Kopia:** Carsten Pfersdorf <Carsten.Pfersdorf@cbseydler.com>, Stefan Krewinkel <Stefan.Krewinkel@cbseydler.com>, Angela Leser <Angela.Leser@cbseydler.com>
> **Ämne: FW: ABS delivery instructions.pdf**
>
> Hello Emil,
>
> ABS refused to take the bond in we tried to delivery.
>
> Can you please check and let us know what to do?
>
> Thank you and best regards
>
> Markus
>
> ---
>
> **rom:** Carsten Pfersdorf
> **Sent:** Dienstag, 13. August 2013 15:25
> **To:** Trade Operations Mailbox
> **Subject:** FW: ABS delivery instructions.pdf
>
> Hallo zusammen,
>
> anbei die Instruktionen für die 1mln US bond aus Emils BNP depot.

Gruss
Carsten

BG721-5

From: Emil Ingmanson [mailto:eai@solidequity.se]
Sent: Freitag, 9. August 2013 06:52
To: Carsten Pfersdorf
Subject: ABS delivery instructions.pdf

Carsten -

Please find attached the delivery instructions for ABS INVESTMENT GROUP.

Deliver to LPL Financial, DTC #0075, Account No. 1360-4701, Account Name "ABS INVESTMENT GROUP, LLC". Make sure to add a notation, "Free Delivery".

Best Regards,

E-A Ingmanson

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Move to Malta...
Date: 27 september 2013 11:09
To: Mark Bishop mailtobishop@gmail.com

Mark -

The transaction looks as follows:

1) Optimus High Yield re domesticities from Sweden to Malta, and from Optimus to Bank of Valletta and Calamatta Cuschieri Investment Management Ltd. Calamatta will manage the fund which will be in a SICAV under Bank of Valletta. BoV will also function as custodian bank. Valletta Fund Services will take care of back office and structure.

The costs for this are as follows:
BoV 5 bps
VFS 5 bps
Calamatta 15 bps
A total of 25 bps to run the fund (about the same as the cost for Optimus today).

2) We have appointed the board of directors in the SICAV and we will have an option to buy all the shares at any time. The SICAV can at any point change the manager (Calamatta) for any other category 2 licensed company, which means that we are in control, but it won't show to anyone which is good right now, given the situation we´re in. We will also have a influence in the Investment Council and we can always give recommendations and advice about what to trade in the fund.

3) As soon as our three new UCITs IV funds are up and ready in the PPM, which must be before February 20th 2014, we sell all assets in OHY and transfer the funds to the three new funds.

4) We get our own category 2 licensed company ready in 2014 and we take over the management of the three funds and the shares of the SICAV.

Best Regards,

Emil Amir Ingmanson
+467-329 399 99
+356-999 380 99

From: **Carl-Magnus Kindal** cmk@bankirfirman.se
Subject: VB: Ägar och ledningsprövning
Date: 9 november 2013 17:54
To: mailtobishop@gmail.com

Hi Mr. M.

I send You some of the documents in Swedish I now have to provide for FI permission, so You see what happens.
Hopefully You understand a bit of them. Am I lucky I have a first contract on Monday or Tuesday when I will be in Stockholm.
I will not disturb You further, but we have to discuss direct ownership of the shares or a compulsary option of the shares in Ggb Corporate Finance AB,
depending of the situation with Optimus and P.P.

I also have an idea of a combined villkorat aktieägaretillskott.

It will be faster to get the capital in the company for the oversight by the auditor and by FI and You do not need to go through Bolagsverket, which takes time and finally we can get back capital, if we are profitable , without double taxation. You can also when You want during the time change it into tied sharecapital.

Best
CMK

Från: Joakim Primén [mailto:Joakim.Primen@scandbrokers.com]
Skickat: den 8 november 2013 17:02
Till: Carl-Magnus Kindahl (cmk@bankirfirman.se)
Ämne: Ägar och ledningsprövning

Hallå
Jag fick följande av Tor inför ägar och ledningsprövning.

Med vänlig hälsning,
Joakim

Dokument att ta fram vid ägarprövning av köparen

1. Registreringsbevis som är högst 2 månader gammalt
2. Den fastställda årsredovisningen för det senaste räkenskapsåret
3. En beskrivning eller skiss över ägarkedjan före och efter förvärvet
    a. Ägarandelar ska anges i procent i förhållande till utgivna ägarandelar;
    b. Redovisa även ägare som på annat sätt har ett väsentligt inflytande över Scandinavian

Brokers;

c. Ange säte och verksamhet för samtliga företag i ägarkedjan;

d. Redovisa även de företag som står under Finansinspektionens eller motsvarande utländsk myndighets tillsyn.

4. En beskrivning eller en skiss av en eventuell försäkringsgrupp eller finansiell företagsgrupp efter förvärvet

a. Ägarandelar ska anges i procent i förhållande till utgivna ägarandelar;

b. Redovisa även ägare som på annat sätt har ett väsentligt inflytande över Scandinavian Brokers;

c. Ange säte och verksamhet för samtliga företag i ägarkedjan;

d. Redovisa även de företag som står under Finansinspektionens eller motsvarande utländsk myndighets tillsyn; och

e. Ange för varje företag som ingår i sådan grupp om det är ett:

i. Försäkringsholdingföretag;

ii. Finansiellt holdingföretag;

iii. Blandat finansiellt holdingföretag;

iv. Står under Finansinspektionens eller motsvarande utländsk myndighets tillsyn; eller

v. Inte står under sådan finansiell tillsyn.

5. Dokumentation som styrker finansieringen av förvärvet

6. En affärsplan som innehåller följande:

a. En strategisk utvecklingsplan med en beskrivning av:

i. Syfte och mål med förvärvet och hur dessa ska uppnås;

ii. Planerade förändringar av verksamheten i Scandinavian Brokers, t.ex. produkter, kunder samt eventuell omplacering av tillgångar;

iii. Planerad integration av Scandinavian Brokers i köparens företagskoncern; och

iv. Information om köparens avsikt och förmåga att tillskjuta kapital till Scandinavian Brokers om det behövs.

b. En solvens- eller kapitaltäckningsberäkning för förvärvstidpunkten eller på senast fastställda siffror före förvärvstidpunkten, om förvärvet innebär att Scandinavian Brokers tillsammans med köparen kommer att ingå i en försäkringsgrupp eller en finansiell företagsgrupp;

c. En specificerad lista över stora exponeringar som köparen har vid förvärvstidpunkten, om köparen är ett finansiellt företag;

d. Prognoser för de närmaste tre åren för Scandinavian Brokers. Följande uppgifter ska lämnas i prognosen:

i. Balans- och resultaträkning;

ii. Väsentliga nyckeltal; samt

iii. Solvens- eller kapitaltäckningsberäkning.

e. En beskrivning av hur förvärvet kommer att påverka styrning och organisation i Scandinavian Brokers. Ange särskilt om förvärvet kommer att påverka:

i. Sammansättning i styrelse och företagsledning;

ii. Organisationens operativa struktur (bifoga organisationsplan); samt

iii. Utlagd verksamhet (outsourcing).

7. Anmälan om ledningsprövning (se nedan)

Dokument att ta fram vid ledningsprövning av styrelseledamot, styrelsesuppleant, VD och ställföreträdande VD i köparen

1. Om personen inte är folkbokförd i Sverige – en vidimerad kopia av en id-handling; samt
2. Meritförteckning (utbildning, arbetslivserfarenhet och andra uppdrag).

From: **Alex Hendrickson** alex@aurigausallc.com
Subject: Re: BOAMS...
Date: 28 november 2013 18:41
To: Mark mailtobishop@gmail.com

Understood .. Agreed, the bid should be there Monday and if not, we can find another buyer..
Have a great day ..

Sent from my iPhone

> On Nov 28, 2013, at 11:40 AM, Mark <mailtobishop@gmail.com> wrote:
>
> Spoke to Ulf. We need the bond on month end, and then to trade off next week. I don't think we'll fade, due to lack of product and performance was OK.
> Thanks. M
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538
>
> > On 28 nov 2013, at 17:20, Alex Hendrickson <alex@aurigausallc.com> wrote:
> >
> > Happy Thanksgiving !!
> > Would it be possible to trade bonds on Friday ??? The bidder has agreed to hold his bid till Friday morning, I worry we run the risk of him fading on Monday ..
> > Please let me know your thoughts...
> > Thanks...
> >
> > Sent from my iPhone
> >
> > > On Nov 28, 2013, at 8:28 AM, Mark Bishop <mailtobishop@gmail.com> wrote:
> > >
> > >
> > > Alex -

> Ulf will call you Monday morning to ask you for the pricing on BOAMS. No worries, all good.
>
> In the meantime, enjoy the holiday.
>
> Best,
>
> M
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538
>
> Our detailed disclaimer can be seen at http://www.aurigausallc.com/disclaimer

Our detailed disclaimer can be seen at http://www.aurigausallc.com/disclaimer

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Funds...
Date: 18 December 2013 at 22:02
To: Mark Bishop mailtobishop@gmail.com

Hi Mark,

The Malta Funds and the fund company was licensed yesterday. We now proceed with the PPM and other platforms.

All three funds will be registered in Sweden within 10 days.

Also, the Stellum deal was finalised yesterday.

Also, the first invoices went from the Electricity company yesterday.

We have targets, both on the fund market market as well as on the Electricity market with great cash flows. I also found a bank that we could pick up here in Malta :)

I leave for Dubai on Sunday and I´m back on January 17th. Can we arrange for you to come visit me in Malta on January 20th?

I think we have great possibilities within a very near future if we continue to work together.

Please call me when you get a chance.

Merry Christmas,

Emil Amir Ingmanson
+467-329 399 99
+356-999 380 99

From: **Pawel Suwała** pawel@suwala.eu
Subject: Re: trying to figure out what's going on
Date: 3 January 2014 at 12:25
To: Mark mailtobishop@gmail.com
Cc: jonas jonas.johansson@optimusfonder.se

Great.
We will update you on Tuesday (late at night).

Enjoy the sun in California (~20 °C), and say hi to Steve if you get to meet him.
See you soon.

/P

--
I am rarely happier than when spending an entire day programming my computer to perform automatically a task that it would otherwise take me a good ten seconds to do by hand.
Douglas Adams

> On 01/03/2014 09:21 PM, Mark wrote:
> Of course. It's cheap. Whatever you think is necessary...
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538
>
> > On 3 jan 2014, at 20:56, Pawel <pawel@suwala.eu> wrote:
> >
> > Hey Mark,
> >
> > we have been thinking how to figure out where/how the money is moved out of the fund.
> > If anyone is going to tell us, it's Axel. He is unappreciated in the office and he likes us, also when he is a bit drunk he is very talkative.
> > We have arranged a drinkup with him on Tuesday after work, we will see what can we learn. Maybe we can make a "double agent" out of him.
> > I think he will tell us quite much without anything in return, but I might be

> wrong. In case he is hesitant to talk, do you think we can offer him some kind of incentive?
>
> /P
>
> --
> I am rarely happier than when spending an entire day programming my computer to perform automatically a task that it would otherwise take me a good ten seconds to do by hand.
> Douglas Adams

From: **Pawel Suwała** pawel@suwala.eu
Subject: Re: trying to figure out what's going on
Date: 7 January 2014 at 13:07
To: Mark mailtobishop@gmail.com
Cc: Jonas Johansson jonas.johansson@optimusfonder.se

19M today.
Are you still in US?

Mark <mailtobishop@gmail.com> wrote:

> Ok. Thank you. What are our current outflows?
>
> ==========
> Mark Bishop
> mailtobishop@gmail.com
> +1 949 678 9574
> +46 709 933 538
>
> > On Jan 7, 2014, at 1:04 PM, Pawel Suwala <pawel@suwala.eu> wrote:
> >
> > We have some intel for you, but it's not anything of a substance yet.
> > We will update you when you are in the office.
> >
> > See you soon,
> > /P
> >
> >
> > Jonas Johansson <jonas.johansson@optimusfonder.se> wrote:
> >> As Pawel said have a nice stay and say hello to Steve :D
> >>
> >>
> >> ----------
> >>
> >> Jonas Johansson
> >> Optimus Fonder AB
> >> Birger Jarlsgatan 32 B
> >>
> >> 114 29 Stockholm
> >> Tel: + 46 736797766
> >> Fax: + 46 8 502 556 04
> >>
> >> jonas.johansson@optimusfonder.se

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anyone.
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Mark <mailtobishop@gmail.com< /a>> , 1/3/2014 9:48 PM:

Ok. Thanks. Good drinking!!!

I will come back on Wednesday.

:)

==========
Mark Bishop
+1 949 678 9574
+46 709 933 538

On 3 jan 2014, at 21:25, Pawel <pawel@suwala.eu> wrote:

> Great.
> We will update you on Tuesday (late at night).
>
> Enjoy the sun in California (~20 °C), and say hi to Steve if you get to meet him.

> See you soon.
>
> /P
>
> --

> I am rarely happier than when spending an entire day programming my computer to perform automatically a task that it would otherwise take me a good ten seconds to do by hand.
> Douglas Adams
>
> On 01/03/2014 09:21 PM, Mark wrote:
>> Of course. It's cheap. Whatever you think is necessary...
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>> ==========
>> Mark Bishop
>> +1 949 678 9574
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>>
>>> Hey Mark,
>>>
>>> we have been thinking how to figure out where/how the money is moved out of the fund.
>>> If anyone is going to tell us, it's Axel. He is unappreciated in the office and he likes us, also when he is a bit drunk he is very talkative.
>>> We have arranged a drinkup with him on Tuesday after work, we will see what can we learn. Maybe we can make a "double agent" out of him.
>>> I think he will tell us quite much without anything in return, but I might be wrong. In case he is hesitant to talk, do you think we can offer him some kind of incentive?
>>>
>>> /P
>>>
>>> --
>>> I am rarely happier than when spending an entire day programming my computer to perform automatically a task that it would otherwise take me a good ten seconds to do by hand.
>>> Douglas Adams
>

Regards,

> Pawel Suwala
>
> --
> I am rarely happier than when spending an entire day programming my computer to perform automatically a task that it would otherwise take me a good ten seconds to do by hand.
> Douglas Adams

Regards,
Pawel Suwala

--
I am rarely happier than when spending an entire day programming my computer to perform automatically a task that it would otherwise take me a good ten seconds to do by hand.
Douglas Adams

From: **Emil Amir Ingmanson** amir77@me.com
Subject: DM-#169111-v1-Avtal_om_fusion.docx
Date: 4 februari 2014 14:46
To: Mark Bishop mailtobishop@gmail.com

Mark -

Here's a draft of the agreement for the cross border merger.

I'm planning to come visit you in San Diego next week so that we can work together and make sure nothing goes wrong now. We can't afford any more mistakes or misunderstandings.

The deal for the new funds is done and will be executed next week which also will stop the outflows.

I'm back in Malta tomorrow...

Best Regards,

E-A Ingmanson

Sent from my iPhone

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: Payment...
Date: 25 februari 2014 00:21
To: Mark Bishop mailtobishop@gmail.com

Mark -

You never called me after the board meeting…

I have a couple of questions:

1. Whats the final AUM after Thursday the 20th?
2. Did Ulf make the 200K transfer today?
3. What is the FI problem you where talking about?
4. How did the board meeting go?

Best Regards,

Emil Amir Ingmanson
+467-329 399 99
+356-999 380 99

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: Non Agecny :io/po list, tmrw 1pm ** PX TALK **
Date: 11 mars 2014 22:13
To: Mark mailtobishop@gmail.com

Ok cool.

Best Regards,

E-A Ingmanson

Sent from my iPhone

> On 11 Mar 2014, at 22:13, Mark <mailtobishop@gmail.com> wrote:
>
> I told him for only 3 months post closing...
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538
>
> > On 11 mar 2014, at 21:19, Emil Amir Ingmanson <amir77@me.com> wrote:
> >
> > Hi Mark,
> >
> > There was a demand from your lawyer that Stellum guaranties the employees of Optimus employment, but that's difficult when Stellum doesn't know who they are and what they do. Stellum is also going to replace the fund managers so they need to be employed in the cloud as agreed before, no?
> >
> > Best Regards,
> >
> > E-A Ingmanson
> >
> > Sent from my iPhone
> >
> > > On 11 Mar 2014, at 21:05, Mark <mailtobishop@gmail.com> wrote:

Ask me about these type of bonds tomorrow. M

==========
Mark Bishop
+1 949 678 9574
+46 709 933 538

Begin forwarded message:

From: "Mark Dellovo (MERRILL LYNCH)" <mdellovo2@bloomberg.net>
Date: 11 mars 2014 20:55:33 CET
To: undisclosed-recipients:;
**Subject: Non Agecny :io/po list, tmrw 1pm ** PX TALK **
Reply-To: "Mark Dellovo" <mdellovo2@bloomberg.net>

--- Original Sender: BLAKE EGER, MERRILL LYNCH ---

----- Original Message -----
From: BLAKE EGER (MERRILL LYNCH)
At: Mar 11 2014 12:54:13

Cusip	Bond	Type	Orig Face	Current Face	talk
45660L4K2	RAST 2005-A15 1AX	IO	772,544,448	268,075,616	l1s
76114DAU8	RAST 2006-A15 AX	IO	44,612,288	12,322,524	h20s
45660L6Z7	RAST 2006-A1 AX	IO	619,201,792	226,126,036	1a
76113XAF8	RAST 2006-A12 AX	IO	39,564,940	10,690,447	m/h20s
76112HAQ0	RAST 2006-A9CB AX	IO	28,444,784	8,426,272	h20s
45660LKG3	RAST 2005-A5 AX	IO	348,215,904	92,483,449	m1s
45660L4L0	RAST 2005-A15 2AX	IO	251,184,352	84,550,114	h1s
45660LXR5	RAST 2005-A10 AX	IO	301,003,904	97,315,385	l1s
45670JAH5	IMSC 2007-F2 AX	IO	240,532,688	99,540,142	l1s
76113LAJ6	RAST 2006-A10 AX	IO	14,932,451	3,955,214	h20s
76113TAH3	RAST 2006-A11 1AX	IO	15,819,709	3,414,307	h20s

45660NUK9 RAST 2003-A10 AX IO 363,210,848 45,502,446 m1s
45660NSN6 RAST 2003-A7 AX IO 427,956,864 48,601,098 0-24a
45660ND36 RAST 2004-A2 2A2 IO 59,730,000 3,785,015 hteens
45660NF91 RAST 2004-A3 AX IO 235,616,416 33,861,551 1h
45660NYM1 RAST 2004-IP1 A1X IO 484,224,992 20,048,065 h2s
45660NC45 RAST 2004-A2 1AX IO 184,665,888 22,110,306 m1s
45660NWK7 RAST 2003-A13 AX IO 196,139,584 16,215,950 h1s
45660NXA8 RAST 2003-A15 1AX IO 142,190,576 11,541,794 h2s
45660NZN8 RAST 2004-A1 AX IO 208,823,472 22,634,558 m1s
45660NVB8 RAST 2003-A11 AX IO 235,196,112 21,284,480 1a
45660NTF2 RAST 2003-A9 AX IO 221,083,616 27,385,607 1a
45660NQZ1 RAST 2003-A6 AX IO 244,746,896 19,628,516 1a
45660NPR0 RAST 2003-A4 AX IO 275,071,552 17,024,771 m1s
45660NQM0 RAST 2003-A5 AX IO 238,752,320 23,433,937 0h
45660NNS0 RAST 2003-A2 AX IO 385,053,184 19,479,690 0-28a
45660NL29 RAST 2004-A4 AX IO 152,764,848 12,363,735 l/m1s
21075WCB9 CONHE 1995-4 A13I IO 556,343,808 3,594,577
45660NLZ6 RAST 2002-A16 AX IO 310,992,288 8,970,777 h1s
45660NHM0 RAST 2002-A12 AX IO 370,529,664 6,811,193 m1s
45660NYQ2 RAST 2004-IP1 B1X IO 22,468,000 4,776,625 h2s
45660NXH3 RAST 2003-A15 2AX IO 99,046,224 7,024,389 1a
45660NN35 RAST 2004-A5 AX IO 105,962,504 23,365,443 0h
45660NXQ3 RAST 2003-A14 AX IO 192,509,008 10,168,960 0h
45660NLB9 RAST 2002-A14J AX IO 367,767,744 6,893,421 0h
45660ND77 RAST 2004-A2 2BX IO 1,531,881 584,112
45660NVR3 RAST 2003-A12 AX IO 92,090,328 6,564,348 0h
45660UAY5 INARM 2001-H2 X IO 336,686,816 1,866,992 l2s
45660UAE9 INARM 2001-H1 X1 IO 523,597,056 3,057,935 l/m1s
45660NJW6 RAST 2002-A13 AX IO 223,257,584 1,794,707 1a
45660NRS6 RAST 2003-A8 AX IO 415,829,184 14,724,107 0h
86358RZW0 SASC 2002-6 IAX IO 27,433,344 50,640 h2s
12669BUG5 RAST 2000-A6 X IO 292,680,480 3,419,406 0h

45660NKK0 RAST 2002-A15 AX IO 355,236,416 8,800,827 0h
45660NMY8 RAST 2003-A1 AX IO 357,371,648 14,360,731 1h
06050AAK9 BOAA 2006-8 XPO PO 19,606,522 8,255,612 m50s
94984ABA7 WFMBS 2006-6 2A3 PO 22,551,434 5,927,991 l/m70s

45660L4M8 RAST 2005-A15 PO PO 11,664,963 5,259,007 m60s
75116FBJ7 RALI 2007-QS9 AP PO 8,329,329 4,573,086 m40s
94985RAX0 WFMBS 2007-4 APO PO 10,096,322 3,018,000 m/h60s
94984XBH2 WFMBS 2007-2 APO PO 6,235,740 2,179,205 m/h60s
76112FAH4 RAST 2006-A5CB PO PO 5,145,893 2,480,326 h50s
76112HAP2 RAST 2006-A9CB PO PO 4,626,435 2,356,409 l50s
45660L6Y0 RAST 2006-A1 PO PO 4,483,939 1,573,047 m60s
761143AL0 RAST 2007-A9 PO PO 2,726,392 1,647,422 l50s
18976GBH8 CMALT 2007-A6 APO PO 3,429,676 1,486,649 l70s
94980SBQ7 WFMBS 2006-9 APO PO 4,968,348 1,046,664 l/m70s
76114GAE7 RAST 2006-A16 1PO PO 3,058,922 1,490,456 l/m50s
45660L2W8 RAST 2005-A16 PO PO 2,207,808 1,040,068 m60s
76200RBN7 RFMSI 2007-S7 AP PO 2,165,402 1,020,420 m/h50s
76114HAP0 RAST 2007-A5 PO PO 2,455,414 972,276 m/h50s
45661EBZ6 RAST 2006-A2 PO PO 1,939,965 791,139 l60s
12566WAV2 CMALT 2007-A5 APO PO 1,873,400 803,938 m/h60s
173107AP8 CMSI 2007-2 APO PO 1,949,564 525,503 m70s
76114BAM0 RAST 2006-A14C PO PO 1,447,635 713,749 h50s
76114CAJ5 RAST 2007-A6 1PO PO 1,119,952 634,384 m/h60s
94982XAF9 WFMBS 2006-7 APO PO 1,392,757 425,626 h60s
45671BAG3 IMSC 2007-F3 PO PO 1,078,702 518,383 m/h50s
456669AC4 IMJA 2007-A3 PO PO 2,120,257 481,822 h50s
76200QAE0 RFMSI 2007-S8 1AP PO 1,038,900 359,875 l/m50s
761136AL4 RAST 2007-A1 PO PO 1,265,942 379,979 m/h40s
761128AL1 RAST 2007-A8 1PO PO 554,079 318,054 h50s
76114DAT1 RAST 2006-A15 PO PO 1,036,388 403,220 l/m40s
45670VAC9 IMJA 2007-A4 PO PO 733,508 270,106 m50s
94984WAL6 WFMBS 2007-1 APO PO 691,403 133,523 m/h60s
456654AH5 IMJA 2007-A2 PO PO 271,009 115,621 l/m60s
76113TAJ9 RAST 2006-A11 1PO PO 228,374 80,142 l/m80s

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From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: Non Agecny :io/po list, tmrw 1pm ** PX TALK **
Date: 11 mars 2014 21:19
To: Mark mailtobishop@gmail.com

Hi Mark,

There was a demand from your lawyer that Stellum guaranties the employees of Optimus employment, but that's difficult when Stellum doesn't know who they are and what they do. Stellum is also going to replace the fund managers so they need to be employed in the cloud as agreed before, no?

Best Regards,

E-A Ingmanson

Sent from my iPhone

> On 11 Mar 2014, at 21:05, Mark <mailtobishop@gmail.com> wrote:
>
> Ask me about these type of bonds tomorrow. M
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538
>
> Begin forwarded message:
>
> > **From:** "Mark Dellovo (MERRILL LYNCH)" <mdellovo2@bloomberg.net>
> > **Date:** 11 mars 2014 20:55:33 CET
> > **To:** undisclosed-recipients:;
> > **Subject: Non Agecny :io/po list, tmrw 1pm ** PX TALK ****
> > **Reply-To:** "Mark Dellovo" <mdellovo2@bloomberg.net>
> >
> > --- Original Sender: BLAKE EGER, MERRILL LYNCH ---

----- Original Message -----
From: BLAKE EGER (MERRILL LYNCH)
At: Mar 11 2014 12:54:13

Cusip	Bond	Type	Orig Face	Current Face	talk
45660L4K2	RAST 2005-A15 1AX	IO	772,544,448	268,075,616	l1s
76114DAU8	RAST 2006-A15 AX	IO	44,612,288	12,322,524	h20s
45660L6Z7	RAST 2006-A1 AX	IO	619,201,792	226,126,036	1a
76113XAF8	RAST 2006-A12 AX	IO	39,564,940	10,690,447	m/h20s
76112HAQ0	RAST 2006-A9CB AX	IO	28,444,784	8,426,272	h20s
45660LKG3	RAST 2005-A5 AX	IO	348,215,904	92,483,449	m1s
45660L4L0	RAST 2005-A15 2AX	IO	251,184,352	84,550,114	h1s
45660LXR5	RAST 2005-A10 AX	IO	301,003,904	97,315,385	l1s
45670JAH5	IMSC 2007-F2 AX	IO	240,532,688	99,540,142	l1s
76113LAJ6	RAST 2006-A10 AX	IO	14,932,451	3,955,214	h20s
76113TAH3	RAST 2006-A11 1AX	IO	15,819,709	3,414,307	h20s
45660NUK9	RAST 2003-A10 AX	IO	363,210,848	45,502,446	m1s
45660NSN6	RAST 2003-A7 AX	IO	427,956,864	48,601,098	0-24a
45660ND36	RAST 2004-A2 2A2	IO	59,730,000	3,785,015	hteens
45660NF91	RAST 2004-A3 AX	IO	235,616,416	33,861,551	1h
45660NYM1	RAST 2004-IP1 A1X	IO	484,224,992	20,048,065	h2s
45660NC45	RAST 2004-A2 1AX	IO	184,665,888	22,110,306	m1s
45660NWK7	RAST 2003-A13 AX	IO	196,139,584	16,215,950	h1s
45660NXA8	RAST 2003-A15 1AX	IO	142,190,576	11,541,794	h2s
45660NZN8	RAST 2004-A1 AX	IO	208,823,472	22,634,558	m1s
45660NVB8	RAST 2003-A11 AX	IO	235,196,112	21,284,480	1a
45660NTF2	RAST 2003-A9 AX	IO	221,083,616	27,385,607	1a
45660NQZ1	RAST 2003-A6 AX	IO	244,746,896	19,628,516	1a
45660NPR0	RAST 2003-A4 AX	IO	275,071,552	17,024,771	m1s
45660NQM0	RAST 2003-A5 AX	IO	238,752,320	23,433,937	0h
45660NNS0	RAST 2003-A2 AX	IO	385,053,184	19,479,690	0-28a
45660NL29	RAST 2004-A4 AX	IO	152,764,848	12,363,735	l/m1s
21075WCB9	CONHE 1995-4 A13I	IO	556,343,808	3,594,577	
45660NLZ6	RAST 2002-A16 AX	IO	310,992,288	8,970,777	h1s
45660NHM0	RAST 2002-A12 AX	IO	370,529,664	6,811,193	m1s

45660NYQ2 RAST 2004-IP1 B1X IO 22,468,000 4,776,625 h2s
45660NXH3 RAST 2003-A15 2AX IO 99,046,224 7,024,389 1a
45660NN35 RAST 2004-A5 AX IO 105,962,504 23,365,443 0h
45660NXQ3 RAST 2003-A14 AX IO 192,509,008 10,168,960 0h
45660NLB9 RAST 2002-A14J AX IO 367,767,744 6,893,421 0h
45660ND77 RAST 2004-A2 2BX IO 1,531,881 584,112
45660NVR3 RAST 2003-A12 AX IO 92,090,328 6,564,348 0h
45660UAY5 INARM 2001-H2 X IO 336,686,816 1,866,992 l2s
45660UAE9 INARM 2001-H1 X1 IO 523,597,056 3,057,935 l/m1s
45660NJW6 RAST 2002-A13 AX IO 223,257,584 1,794,707 1a
45660NRS6 RAST 2003-A8 AX IO 415,829,184 14,724,107 0h
86358RZW0 SASC 2002-6 IAX IO 27,433,344 50,640 h2s
12669BUG5 RAST 2000-A6 X IO 292,680,480 3,419,406 0h
45660NKK0 RAST 2002-A15 AX IO 355,236,416 8,800,827 0h
45660NMY8 RAST 2003-A1 AX IO 357,371,648 14,360,731 1h
06050AAK9 BOAA 2006-8 XPO PO 19,606,522 8,255,612 m50s
94984ABA7 WFMBS 2006-6 2A3 PO 22,551,434 5,927,991 l/m70s
45660L4M8 RAST 2005-A15 PO PO 11,664,963 5,259,007 m60s
75116FBJ7 RALI 2007-QS9 AP PO 8,329,329 4,573,086 m40s
94985RAX0 WFMBS 2007-4 APO PO 10,096,322 3,018,000 m/h60s
94984XBH2 WFMBS 2007-2 APO PO 6,235,740 2,179,205 m/h60s
76112FAH4 RAST 2006-A5CB PO PO 5,145,893 2,480,326 h50s
76112HAP2 RAST 2006-A9CB PO PO 4,626,435 2,356,409 l50s
45660L6Y0 RAST 2006-A1 PO PO 4,483,939 1,573,047 m60s
761143AL0 RAST 2007-A9 PO PO 2,726,392 1,647,422 l50s
18976GBH8 CMALT 2007-A6 APO PO 3,429,676 1,486,649 l70s
94980SBQ7 WFMBS 2006-9 APO PO 4,968,348 1,046,664 l/m70s
76114GAE7 RAST 2006-A16 1PO PO 3,058,922 1,490,456 l/m50s
45660L2W8 RAST 2005-A16 PO PO 2,207,808 1,040,068 m60s
76200RBN7 RFMSI 2007-S7 AP PO 2,165,402 1,020,420 m/h50s
76114HAP0 RAST 2007-A5 PO PO 2,455,414 972,276 m/h50s
45661EBZ6 RAST 2006-A2 PO PO 1,939,965 791,139 l60s

12566WAV2 CMALT 2007-A5 APO PO 1,873,400 803,938 m/h60s
173107AP8 CMSI 2007-2 APO PO 1,949,564 525,503 m70s
76114BAM0 RAST 2006-A14C PO PO 1,447,635 713,749 h50s
76114CAJ5 RAST 2007-A6 1PO PO 1,119,952 634,384 m/h60s

94982XAF9 WFMBS 2006-7 APO PO 1,392,757 425,626 h60s
45671BAG3 IMSC 2007-F3 PO PO 1,078,702 518,383 m/h50s
456669AC4 IMJA 2007-A3 PO PO 2,120,257 481,822 h50s
76200QAE0 RFMSI 2007-S8 1AP PO 1,038,900 359,875 l/m50s
761136AL4 RAST 2007-A1 PO PO 1,265,942 379,979 m/h40s
761128AL1 RAST 2007-A8 1PO PO 554,079 318,054 h50s
76114DAT1 RAST 2006-A15 PO PO 1,036,388 403,220 l/m40s
45670VAC9 IMJA 2007-A4 PO PO 733,508 270,106 m50s
94984WAL6 WFMBS 2007-1 APO PO 691,403 133,523 m/h60s
456654AH5 IMJA 2007-A2 PO PO 271,009 115,621 l/m60s
76113TAJ9 RAST 2006-A11 1PO PO 228,374 80,142 l/m80s

-
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From: **Emil Amir Ingmanson** amir77@me.com
Subject: UK...
Date: 17 mars 2014 15:06
To: Mark mailtobishop@gmail.com

Mark -

I need the paying agent in UK in order to proceed with the passporting of the funds.

Also, we met the lawyer today and we will have a LOI ready on Thursday when you're back.

Also, we received the PPM agreement today to be signed and returned by the Falcon board, asap.

Things are moving, but we need a plan to handle liquidity within a week. I will be in big trouble by the end of the month...

Rock´n roll!

Best Regards,

Emil Amir Ingmanson
+467-329 399 99
+356-999 380 99

From: **Helena Erlandsson** erlandssonhelena@hotmail.com
Subject: Riskfunktion
Date: 18 mars 2014 16:39
To: Mark Bishop mailtobishop@gmail.com, Deckmark Ulf ulf.deckmark@optimusfonder.se

Hej Ulf och Mark!

Hoppas att allt är bra med er.
Jag har börjat med att gå igenom FFFS 2013:9 för att se vilka krav som ställs på en riskfunktion.
Detta har jag sammanställt i ett ovanstående dokument som är ett första utkast.

Jag inser dessvärre Mark att det ställs stora krav på riskfunktionen och dess kompetens, finns det någon internt som kan ta
detta ansvar?
Kan behövas en konsult som tar detta uppdrag.
Min rekommendation att bolaget organiseras utifrån den bästa och mest professionella lösning, eftersom bolaget måste säljas.
Allt för att den potentiella köparen kommer att vilja granska allt inom bolaget, en fördel om vi följer "best practise".
Fundera, så kan vi diskutera om det nästa vecka.
Om ni tycker som jag, bör vi ta denna instruktion på nästa styrelsemöte.

Ulf, kan vi ses på tisdag nästa vecka? Jag har mailat Jan en hel del frågor som han inte kan svara på.

Må så gott,

Helena

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: Register in the UK...
Date: 19 mars 2014 16:52
To: Mark Bishop mailtobishop@gmail.com

Mark -

Great. Thank you.

I need “fondbestämmelserna” for Optimus High Yield.

I don´t know the English term for that...

Best Regards,

Emil Amir Ingmanson
+467-329 399 99
+356-999 380 99

> On 19 Mar 2014, at 16:49, Mark Bishop <mailtobishop@gmail.com> wrote:
>
> Emil -
>
> Praemium (praemium.co.uk) will be the UK Platform that Falcon funds will be listed on. They perform client administration, dealing and custody, and cash administration.
>
> You access the platform (get approved and placed on the platform) by Facet (facetonline.co.uk). They are a "whole of market" chartered financial planner and discretionary fund manager (DFM) regulated by the FCA.
>
> I will send all of the contact information for Facet to you shortly.
>
> M
>
> --

Mark Bishop
+1 949 678 9574
+46 709 933 538

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: SV: fund rules...
Date: 19 mars 2014 18:38
To: Mark mailtobishop@gmail.com

Ok, cool.

Our lawyer send it today to your lawyer...

Best Regards,

E-A Ingmanson

Sent from my iPhone

> On 19 Mar 2014, at 18:37, Mark <mailtobishop@gmail.com> wrote:
>
> No. I will go there tomorrow.
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538
>
> > On 19 mar 2014, at 18:24, Emil Amir Ingmanson <amir77@me.com> wrote:
> >
> > Thank you.
> >
> > Did you get the LOI?
> >
> > Best Regards,
> >
> > E-A Ingmanson
> >
> > Sent from my iPhone
> >
> > > On 19 Mar 2014, at 18:10, Mark <mailtobishop@gmail.com> wrote:

==========
Mark Bishop
+1 949 678 9574
+46 709 933 538

Begin forwarded message:

From: Jan Eriksson <jan.eriksson@optimusfonder.se>
Date: 19 mars 2014 17:46:21 CET
To: Mark Bishop <mailtobishop@gmail.com>
Subject: SV: fund rules...
See enclosed file.
/Jan

Från: Mark Bishop [mailto:mailtobishop@gmail.com]
Skickat: den 19 mars 2014 17:03
Till: Jan Eriksson
Ämne: fund rules...

Jan -

Can you send me: I need “fondbestämmelserna” for Optimus High Yield.

Thank you,

Mark

--
Mark Bishop
+1 949 678 9574
+46 709 933 538
<Fondbestämmelser Optimus High Yield FI Beslut 2013-04-22.pdf>

From: **Tom Epperson** epperjt@gmail.com
Subject: Re: summary fin. statement...
Date: 19 mars 2014 18:42
To: Mark mailtobishop@gmail.com

ok, It sounded like you wanted me to include your assets on the FS of optimus. I think I understand what you want.

T

> On Wed, Mar 19, 2014 at 10:38 AM, Mark <mailtobishop@gmail.com> wrote:
> This one will be for MAB. The last one was for Optimus Ltd. We only gave them Optimus Ltd.
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538
>
> > On 19 mar 2014, at 18:18, John Epperson <epperjt@gmail.com> wrote:
> >
> > Mark
> >
> > Did you give bank previous financial statement???
> > If so, how can we change it and still be credible?
> >
> > T
> >
> > > On Wed, Mar 19, 2014 at 7:10 AM, Mark Bishop <mailtobishop@gmail.com> wrote:
> > > Tom -
> > >
> > > I need a financial statement for me in total (as additional "paper" to the SEB file). Needs to be about $70M+. Attached is their "net worth form" for you to look at, where they ask for assets to be broken into liquidity buckets. We will not do that. Instead, we will just expand the previous statement you prepared for Optimus to include "all" my personal assets.
> > >
> > > I include all assets in the "total mab" file attached.

Need by the close of business this Thursday.

Thank you.

Regards,

Mark

--
Mark Bishop
+1 949 678 9574
+46 709 933 538

From: **Tom Epperson** epperjt@gmail.com
Subject: Re: summary fin. statement...
Date: 19 mars 2014 18:18
To: Mark Bishop mailtobishop@gmail.com

Mark

Did you give bank previous financial statement???
If so, how can we change it and still be credible?

T

> On Wed, Mar 19, 2014 at 7:10 AM, Mark Bishop <mailtobishop@gmail.com> wrote:
> Tom -
>
> I need a financial statement for me in total (as additional "paper" to the SEB file). Needs to be about $70M+. Attached is their "net worth form" for you to look at, where they ask for assets to be broken into liquidity buckets. We will not do that. Instead, we will just expand the previous statement you prepared for Optimus to include "all" my personal assets.
>
> I include all assets in the "total mab" file attached.
>
> Need by the close of business this Thursday.
>
> Thank you.
>
> Regards,
>
> Mark
>
> --
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538

From: **Jan Eriksson** jan.eriksson@optimusfonder.se
Subject: SV: fund rules...
Date: 19 mars 2014 17:46
To: Mark Bishop mailtobishop@gmail.com

See enclosed file.
/Jan

Från: Mark Bishop [mailto:mailtobishop@gmail.com]
Skickat: den 19 mars 2014 17:03
Till: Jan Eriksson
Ämne: fund rules...

Jan -

Can you send me: I need “fondbestämmelserna” for Optimus High Yield.

Thank you,

Mark

--
Mark Bishop
+1 949 678 9574
+46 709 933 538

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: Falcon approval through Facet...
Date: 20 mars 2014 15:00
To: Mark mailtobishop@gmail.com

Mark -

He's called him, but chris was out of the office. Joseph will try again this afternoon...

Any comments on the LOI?

Also, I met the CEO of Calamatta today and it's all good. He'll passport their license to Sweden now to be prepared.

Also, The fund manager will be with me here in Malta on Monday.

Rock'n roll!

Best Regards,

E-A Ingmanson

Sent from my iPhone

> On 20 Mar 2014, at 10:37, Mark <mailtobishop@gmail.com> wrote:
>
> Make sure Joseph at Falcon call Chris at Facet today. Let me know how it goes.
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538
>
> Begin forwarded message:
>
> > **From:** "Chris Fernyhough" <chris.fernyhough@facetonline.co.uk>
> > **Date:** 20 mars 2014 10:06:58 CET

To: "'Mark Bishop'" <mailtobishop@gmail.com>
Cc: <pgleonard@hotmail.com>
Subject: RE: Falcon approval through Facet...

Hi Mark,

That's great thanks, I will assist as much as possible.

Kind Regards

Chris

Chris Fernyhough **MCSI**
Chartered Wealth Manager
Director

T: 01293 401293
F: 01293 400577
M:07408 856454
E: chris.fernyhough@facetonline.co.uk

FACET
1-2 The Courtyard
East Park
Crawley
West Sussex
RH10 6AG

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From: Mark Bishop [mailto:mailtobishop@gmail.com]
Sent: 19 March 2014 16:23
To: chris.fernyhough@facetonline.co.uk

Cc: pgleonard@hotmail.com
Subject: Falcon approval through Facet...

Chris -

Please be advised that you will be contacted by Joseph Camilleri at Falcon Funds Plc., in order for them to work through your DFM to get the appropriate information to place them on the Praemium platform.

Best regards,

Mark

--
Mark Bishop
+1 949 678 9574
+46 709 933 538

This email is free from viruses and malware because avast! Antivirus protection is active.

From: **Chris Fernyhough** chris.fernyhough@facetonline.co.uk
Subject: RE: Falcon approval through Facet...
Date: 20 mars 2014 10:06
To: Mark Bishop mailtobishop@gmail.com
Cc: Peter Leonard pgleonard@hotmail.com

Hi Mark,

That's great thanks, I will assist as much as possible.

Kind Regards

Chris

Chris Fernyhough **MCSI**
Chartered Wealth Manager
Director

T: 01293 401293
F: 01293 400577
M:07408 856454
E: chris.fernyhough@facetonline.co.uk

FACET
1-2 The Courtyard
East Park
Crawley
West Sussex
RH10 6AG

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From: Mark Bishop [mailto:mailtobishop@gmail.com]
Sent: 19 March 2014 16:23
To: chris.fernyhough@facetonline.co.uk
Cc: pgleonard@hotmail.com
Subject: Falcon approval through Facet...

Chris -

Please be advised that you will be contacted by Joseph Camilleri at Falcon Funds Plc., in order for them to work through your DFM to get the appropriate information to place them on the Praemium platform.

Best regards,

Mark

--

Mark Bishop
+1 949 678 9574
+46 709 933 538

This email is free from viruses and malware because avast! Antivirus protection is active.

From: **Niclas Tapper** niclas@insales.se
Subject: SV: STRICTLY CONFIDENTIAL...
Date: 26 mars 2014 15:56
To: Mark Bishop mailtobishop@gmail.com

Thank you,

Give me a call as soon as possible so we can move forward in the process.

Med vänliga hälsningar

Niclas Tapper
VD
Insales AB
Vädursgatan 5
412 50 Göteborg

Mob: 0708 98 10 74
www.insales.se

Från: Mark Bishop [mailto:mailtobishop@gmail.com]
Skickat: den 25 mars 2014 23:14
Till: niclas@insales.se
Ämne: STRICTLY CONFIDENTIAL...

Please find attached a summary of the LOI agreed to and executed.

We are in the process of due-diligence and drafting a purchase agreement. I am additionally instructing my attorney to prepare demand to hold proceeds for the benefit of Assume and Dynamiq subject to mutual releases. We will work on the language together next week.

Regards,

Mark

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Trading deal...
Date: 11 april 2014 22:24
To: Mark Bishop mailtobishop@gmail.com, mark bishop mbishop@absig.com

Hi Mark

I'm done now with the warrant. Agreements signed and compliance cleared. Please call me. I need to talk to you before I let them contact the managers...

Best Regards,

E-A Ingmanson

Sent from my iPhone

From: **Emil Amir Ingmanson** amir77@me.com
Subject: INDICATIVE TERMSHEET 3y USD Put Emerging Market Basekt Call Warrant_Baader Bank.pdf
Date: 16 april 2014 10:19
To: Mark Bishop mailtobishop@gmail.com
Cc: mark bishop mbishop@absig.com

Hi Mark,

Here's the Indicative term sheet of the Warrant. It's tailor made and will be about 8% of AUM which leaves room for an increase of the value. 10% is the limit and the fund rules allows it.

Total indicative premium (price)
3,45%

If he buys this, we can pay for the shares on signing, next week :)

Let's Rock'n roll!

Best Regards,

E-A Ingmanson

Sent from my iPhone

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: INDICATIVE TERMSHEET 3y USD Put Emerging Market Basekt Call Warrant_Baader Bank.pdf
Date: 19 april 2014 18:50
To: Mark Bishop mailtobishop@gmail.com

I get right on it.

Best Regards,

E-A Ingmanson

Sent from my iPhone

> On 19 Apr 2014, at 18:18, Mark Bishop <mailtobishop@gmail.com> wrote:
>
> Emil -
>
> My analysts do not understand the Baader deal. If they don't, then Ulf will not. So, can Baader also send you their analytics and product description so we can get a better understanding of the deal.
>
> If I can answer all of Ulf's questions up front, then I won't have a problem placing the deal.
>
> Thanks,
>
> Mark

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: INDICATIVE TERMSHEET 3y USD Put Emerging Market Basekt Call Warrant_Baader Bank.pdf
Date: 20 april 2014 00:12
To: Mark mailtobishop@gmail.com

The product is a call option, equally weighted over 4 emerging market currencies vs the dollar.

Emerging Market currencies (Brazilian Reais, Indian Rupee, Turkish Lira and Chinese Reminbi) have all depreciated greatly vs the dollar because of US FED policy keeping rates artificially low. However, there is great upside as these currency pairs all should rebound. This is because all mentioned countries have better credit metrics such as government debt to GDP as well as higher GDP growth and a more fiscally sound balance sheet than established markets in general.

The warrant (listed option) is very cheap and has a term of three years in which it can pay out significant upside. It is also a natural hedge to dollar denominated bonds since these suffer when investors seek higher yields in EM assets when there is hightened risk apetite.

The FED has expressed a low rate environment in the immediate future until there is solid proof of economic recovery - this bodes well for EM local currency appreciation given that these markets will revert to their mean after a significant sell off that has recently started to revert.

In summary, the product is a 3 year call option on 4 equally weighted EM currencies vs the dollar. The option will be listed on a MIFID regulated exchange and is considered a simple vanilla flow product. Total premium is approximately 3.5% which translates into a 1.2% annual cost to put on a trade with asymmetrical payoff which can be considered a hedge on dollar denominated interest-rate linked exposure.

Best Regards,

E-A Ingmanson

Sent from my iPhone

> On 19 Apr 2014, at 19:00, Mark <mailtobishop@gmail.com> wrote:
>
> Perfect. Thank you. M
>
> ==========
> Mark Bishop
> mailtobishop@gmail.com
> +1 949 678 9574
> +46 709 933 538
>
> > On Apr 19, 2014, at 9:50 AM, Emil Amir Ingmanson <amir77@me.com> wrote:
> >
> > I get right on it.
> >
> > Best Regards,
> >
> > E-A Ingmanson
> >
> > Sent from my iPhone
> >
> > > On 19 Apr 2014, at 18:18, Mark Bishop <mailtobishop@gmail.com> wrote:
> > >
> > > Emil -
> > >
> > > My analysts do not understand the Baader deal. If they don't, then Ulf will not. So, can Baader also send you their analytics and product description so we can get a better understanding of the deal.
> > >
> > > If I can answer all of Ulf's questions up front, then I won't have a problem placing the deal.
> > >
> > > Thanks,
> > >
> > > Mark

From: **Emil Amir Ingmanson** amir77@me.com
Subject: This week...
Date: 22 april 2014 10:07
To: Mark Bishop mailtobishop@gmail.com
Cc: mark bishop mbishop@absig.com

Mark -

I can't let Baader approach Ulf until you give me the green light, so we're all waiting for you now. Please call me ASAP so we can move on.

Also, I need answers to the dd questions, asked by Baader, that Lisa couldn't answer about the ownership of Optimus before we can close the trade.

Best Regards,

E-A Ingmanson

Sent from my iPhone

From: **Roger Hassanov** rh@stellum.com
Subject: Re: Management Agreement with Calamatta Cuschieri...
Date: 22 april 2014 10:29
To: Mark Bishop mailtobishop@gmail.com
Cc: Ola Lidström ola.lidstrom@torngrenmagnell.com, Niclas Högström niclas.hogstrom@torngrenmagnell.com

Thank you Mark, I will get back to you as soon as possible with my comments.

//roger

Sent from iPhone

22 apr 2014 kl. 05:00 skrev "Mark Bishop" <mailtobishop@gmail.com>:

> Roger -
>
> Please find attached the Discretionary Investment Management Agreement from Calamatta Cuschieri Investment Management Ltd (as Portfolio Manager). I am satisfied with the Agreement, subject to negotiating the "Appendix 3 - Fees".
>
> Let me know if you have any comments before we negotiate the Agreement further, since you as Buyer will assume the same Agreement upon the sale of Optimus.
>
> Regards
>
> Mark
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538
> <Calamatta Agreement.docx>

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: This week...
Date: 22 april 2014 14:44
To: Mark Bishop mailtobishop@gmail.com

Hi,

He can buy derivatives for hedging purposes and after the changes to the fund rules, also for speculation. It´s all good. We checked it very thourily before we made the warrant with Baader.

I´ve pushed Roger to sign the SPA before we finish the DD, so I think you can sign both with him and Calamatta this week, if there is no problem with the agreements.

Best Regards,

Emil Amir Ingmanson
+467-329 399 99
+356-999 380 99

> On 22 Apr 2014, at 14:39, Mark <mailtobishop@gmail.com> wrote:
>
> Lisa has the answers to the DD now. Also I am calling Ulf now. I remember we can't do derivatives, which this is. I'll see where Ulf is on this issue. If it becomes impossible for him we will so it through Calamatta if you have control. I gave the Calamatta management agreement to Roger this morning for his review and approval.
>
> ==========
> Mark Bishop
> mailtobishop@gmail.com
> +1 949 678 9574
> +46 709 933 538

> On Apr 22, 2014, at 1:07 AM, Emil Amir Ingmanson <amir77@me.com> wrote:
>
> Mark -
>
> I can't let Baader approach Ulf until you give me the green light, so we're all waiting for you now. Please call me ASAP so we can move on.
>
> Also, I need answers to the dd questions, asked by Baader, that Lisa couldn't answer about the ownership of Optimus before we can close the trade.
>
> Best Regards,
>
> E-A Ingmanson
>
> Sent from my iPhone

From: **Roger Hassanov** rh@stellum.com
Subject: Call
Date: 23 april 2014 23:51
To: Mark Bishop mailtobishop@gmail.com

Mark,

I've tried to call you several times and left messages. We need to talk if we should be able to close tomorrow.

I'm flying back tomorrow afternoon.
Can be reached on the phone until 3pm and after 10:30 pm Swedish time.

//roger

Sent from iPhone

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Trade...
Date: 28 May 2014 at 00:35
To: Mark Bishop mailtobishop@gmail.com

Hi Mark,

Are you on Swedish time or still in the states?

I've got an idea how to do a trade in 2 weeks time.

Call me when you can.

Best Regards,

E-A Ingmanson

Sent from my iPhone

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: MANA bond...
Date: 19 juni 2014 18:32
To: Mark mailtobishop@gmail.com

Perfect. I'll get it done.

Best Regards,

E-A Ingmanson

Sent from my iPhone

> On 19 Jun 2014, at 09:17, Mark <mailtobishop@gmail.com> wrote:
>
> Maybe I will put a draft together and send it to you tomorrow.
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538
>
> > On 19 jun 2014, at 18:07, Emil Amir Ingmanson <amir77@me.com> wrote:
> >
> > Do you have something to sign or should I just have him write an email?
> >
> > Best Regards,
> >
> > E-A Ingmanson
> >
> > Sent from my iPhone
> >
> > > On 19 Jun 2014, at 08:57, Mark <mailtobishop@gmail.com> wrote:
> > >
> > > Thank you. I just need to show it to Martin by Monday.
> > >
> > > ==========
> > > Mark Bishop
> > > +1 949 678 9574

+46 709 933 538

> On 19 jun 2014, at 17:20, Emil Amir Ingmanson <amir77@me.com> wrote:
>
> Got it.
>
> I'll have Roger commit it, and I'll buy it as soon as we can, probable before the 25th...
>
> Best Regards,
>
> E-A Ingmanson
>
> Sent from my iPhone
>
> > On 19 Jun 2014, at 08:18, Mark <mailtobishop@gmail.com> wrote:
> >
> > In a car with Annika now. Can't talk. But Stellum is fine. This is for "appearance".
> >
> > ==========
> > Mark Bishop
> > +1 949 678 9574
> > +46 709 933 538
> >
> > > On 19 jun 2014, at 16:44, Emil Amir Ingmanson <amir77@me.com> wrote:
> > >
> > > Stellum would be easy, but they can't actually buy it, can they? Or maybe, yes they can, when approved as owner, right?
> > >
> > > If it is to be correct, then Calamatta would have to commit, but I don't think they're allowed to do so as a cat 2 licensed company.
> > >
> > > I can commit otherwise, he knows me and knows that I, at the end of the
> > >
> > > day will execute the order...

Best Regards,

E-A Ingmanson

Sent from my iPhone

> On 19 Jun 2014, at 07:39, Mark <mailtobishop@gmail.com> wrote:
>
> Emil -
>
> Now I need a little help.
>
> I need a commitment letter from Stellum or Falcon saying that they will buy the MANA bond from me by August 15th. We're going to do the bond sale anyway, but I need a letter to show Martin Thomas so he thinks I have the money to stand up for "credit" on a little IFA business he is going to buy.
>
> Thanks
>
> Mark
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538
>
> Begin forwarded message:
>
> > **From:** Mark Bishop <mailtobishop@gmail.com>
> > **Date:** 6 juni 2014 14:27:41 CEST
> > **To:** Emil Amir Ingmanson <amir77@me.com>
> >
> > **Subject: MANA bond...**
> > Emil -
> >
> > I now own the following bond in my position:

MANA 2007-A2 A3D
CUSIP: 59024FAG9
ISIN: US59024FAG90
ORIG. FACE $20,000,000
CURRENT FACTOR 0.722626527
CURRENT FACE $14,452,930
@ A PRICE OF 33% MY BASIS IS $4,772,044

We can justify a price of 41% (giving a 18.6% yield), which is an investment of $5,928,247 (unless you want to push it a little more).

The profit is at least $1,156,202.

Let me know when you are ready to trade this bond.

Regards,

Mark

[I have attached (1) bloomberg price/yield screen, (2) bond prospectus, (3) current trustee report, and (4) ABS cash flow analysis giving a 18.6% yield.]

--
Mark Bishop
+1 949 678 9574
+46 709 933 538
<BB - MANA 07A2 A3D (6-6-2014).pdf>
<MANA 2007-A2 PROSPECTUS.pdf>
<MANA MAY 2014 TRUSTEE REPORT.pdf>
<MANA - ABSNet Cash Flows.pdf>

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: MANA bond...
Date: 19 juni 2014 18:07
To: Mark mailtobishop@gmail.com

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Best Regards,

E-A Ingmanson

Sent from my iPhone

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>
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> Mark Bishop
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> +46 709 933 538
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>
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> >
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> >
> > Thanks

Mark

==========
Mark Bishop
+1 949 678 9574
+46 709 933 538

Begin forwarded message:

From: Mark Bishop <mailtobishop@gmail.com>
Date: 6 juni 2014 14:27:41 CEST
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Emil -

I now own the following bond in my position:

MANA 2007-A2 A3D
CUSIP: 59024FAG9
ISIN: US59024FAG90
ORIG. FACE $20,000,000
CURRENT FACTOR 0.722626527
CURRENT FACE $14,452,930
@ A PRICE OF 33% MY BASIS IS $4,772,044

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The profit is at least $1,156,202.

Let me know when you are ready to trade this bond.

Regards,

Mark

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--

Mark Bishop
+1 949 678 9574
+46 709 933 538

<BB - MANA 07A2 A3D (6-6-2014).pdf>
<MANA 2007-A2 PROSPECTUS.pdf>
<MANA MAY 2014 TRUSTEE REPORT.pdf>
<MANA - ABSNet Cash Flows.pdf>

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Subject: Re: MANA bond...
Date: 19 juni 2014 16:44
To: Mark mailtobishop@gmail.com

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I can commit otherwise, he knows me and knows that I, at the end of the day will execute the order...

Best Regards,

E-A Ingmanson

Sent from my iPhone

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>
> Emil -
>
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>
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>
> Thanks
>
> Mark
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538

Begin forwarded message:

From: Mark Bishop <mailtobishop@gmail.com>
Date: 6 juni 2014 14:27:41 CEST
To: Emil Amir Ingmanson <amir77@me.com>
Subject: MANA bond...
Emil -

I now own the following bond in my position:

MANA 2007-A2 A3D
CUSIP: 59024FAG9
ISIN: US59024FAG90
ORIG. FACE $20,000,000
CURRENT FACTOR 0.722626527
CURRENT FACE $14,452,930
@ A PRICE OF 33% MY BASIS IS $4,772,044

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The profit is at least $1,156,202.

Let me know when you are ready to trade this bond.

Regards,

Mark

[I have attached (1) bloomberg price/yield screen, (2) bond prospectus, (3) current trustee report, and (4) ABS cash flow analysis giving a 18.6% yield.]

--

Mark Bishop
+1 949 678 9574

+46 709 933 538
<BB - MANA 07A2 A3D (6-6-2014).pdf>
<MANA 2007-A2 PROSPECTUS.pdf>
<MANA MAY 2014 TRUSTEE REPORT.pdf>
<MANA - ABSNet Cash Flows.pdf>

From: Emil Amir Ingmanson amir77@me.com
Subject: Re: MANA commitment letter and trade ticket...
Date: 20 Jun 2014, 13:05:33
To: Mark mailtobishop@gmail.com

Thank you and happy midsummer to you too 🎉

I think you're celebrating it more than I do this year 😉

Are we closing the loan deal today?

Best Regards,

E-A Ingmanson

Sent from my iPhone

> On 20 Jun 2014, at 04:02, Mark <mailtobishop@gmail.com> wrote:
>
> Monday. Happy midsummer!
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538
>
> > On 20 jun 2014, at 12:26, Emil Amir Ingmanson <amir77@me.com> wrote:
> >
> > Ok. I'll take care of it. It's midsummer today though in Sweden.
> >
> > When do you need it, Monday?
> >
> > Best Regards,
> >
> > E-A Ingmanson
> >
> > Sent from my iPhone

On 20 Jun 2014, at 00:28, Mark Bishop <mailtobishop@gmail.com> wrote:

Emil -

Have Roger put this commitment letter on Stellum letterhead, sign and pdf back to me.

For appearance only.

Thanks,

Mark

--
Mark Bishop
+1 949 678 9574
+46 709 933 538
<Commitment Letter - 20 June 2014.docx>
<MANA TRADE TICKET 20 JUNE 14.pdf>

From: Emil Amir Ingmanson amir77@me.com
Subject: Re: MANA updated docs...
Date: 23 Jun 2014, 06:10:22
To: Mark Bishop mailtobishop@gmail.com

Thx.

I've sent it to Roger for sign off before he goes to London to meet me.

Is the total funds spent $8KK? About 3,5% of AUM, right?

Best Regards,

E-A Ingmanson

Sent from my iPhone

> On 22 Jun 2014, at 01:57, Mark Bishop <mailtobishop@gmail.com> wrote:
>
> Emil -
>
> Spoke with Hayden, and they will support a price of 61 on any daily valuation confirmations that they are asked to provide.
>
> Attached are the updated documents at a price of 61 ($4 million profit over basis). Included is the commitment letter that I want Roger to put on his letterhead and send to me, a trade ticket, and some supporting valuations (Bloomberg DM analysis, and Hayden Price/Yield).
>
> Thanks,
>
> M
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538

<Commitment Letter - 20 June 2014.docx>
<DM analysis @ 61.pdf>
<PriceYield-59024FAG9-Jun202014.pdf>
<trade ticket @ 61.pdf>

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: Accounting...
Date: 27 juni 2014 02:50
To: Mark Bishop mailtobishop@gmail.com

This was from my accountant in UK, can you get me an invoice for this transaction?

Best Regards,

E-A Ingmanson

Sent from my iPhone

> On 26 Jun 2014, at 18:45, Emil Amir Ingmanson <amir77@me.com> wrote:
>
> Secondly, a payment was made on the 05/03/13 to ABS USD for the amount of $105,944 which we have not received documentation for. See the attached bank statement for reference.
>
> Best Regards,
>
> E-A Ingmanson
>
> Sent from my iPhone

From: **Roger Hassanov** rogerhassanov@icloud.com
Subject: Fwd: Fakturor
Date: 30 juni 2014 13:01
To: Mark Bishop mailtobishop@gmail.com

FYI.

Ulf just called and said that the invoices are ok.

He needs now an approval from the board and you.

Also your accountant needs to double check that you can make your books. He was not sure.

And I have to sign an agreement.

So not done yet.

When above is done he is ready to call the bank and do a phone transfer.

//Roger Hassanov

Vidarebefordrat brev:

> **Från:** Roger Hassanov <rh@stellum.com>
> **Ämne:** **Fwd: Fakturor**
> **Datum:** 30 juni 2014 12:47:22 CEST
> **Till:** Ulf Deckmark <ulf.deckmark@optimusfonder.se>
>
> Ulf,
>
> Bifogar fakturor enligt ök.
>
> Konto nummer står på fakturan.
>
> Danske Bank
> Kontonummer:1308-0123875

Kontohavare.Stellum Kapitalförvaltning AB

Pengarna måste ringas över. Vänligen meddela mig när du pratat med banken så jag kan hålla utkik efter dem.

mvh
Roger Hassanov
CEO

Stellum
Engelbrektsplan 2
114 34 Stockholm
Sweden

Phone: +46 (0) 8 702 59 00
Fax: +46 (0) 8 702 59 01
Mobile: +46 (0) 733 14 73 01

Vidarebefordrat brev:

Från: Natalie Karlsson <nk@stellum.com>
Ämne: Fakturor
Datum: 30 juni 2014 12:45:53 CEST
Till: Roger Hassanov <rh@stellum.com>

Natalie Karlsson
Ekonomi

Stellum Kapitalförvaltning AB
Engelbrektsplan 2
114 34 Stockholm
Sweden

E-mail: nk@stellum.com
Direkt: +46 70 415 71 06
Telefon: +46 8 702 59 00

Privileged/Confidential Information may be contained in this message. If you are not the addressee indicated in this message, you may not copy or deliver this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply email.

From: **Carl-Magnus Kindal** cmk@bankirfirman.se
Subject: VB: Stellum faktura... [CORRECTION]
Date: 30 juni 2014 14:10
To: Deckmark Ulf ulf.deckmark@optimusfonder.se
Cc: mailtobishop@gmail.com, Helena Erlandsson erlandssonhelena@hotmail.com

Hi,

You also hereby get my approvel to the payment.

B R
Carl-Magnus

Från: Helena E [mailto:erlandssonhelena@hotmail.com]
Skickat: den 30 juni 2014 13:36
Till: Mark Bishop
Kopia: ulf.deckmark@optimusfonder.se; Carl-Magnus Kindal
Ämne: Re: Stellum faktura... [CORRECTION]

Dear Ulf,

I hereby approve the payment of 1 250 000 kr to Stellum Kapitalförvaltning.

Best regards,
Helena

Skickat från min iPhone

30 jun 2014 kl. 13:12 skrev Mark Bishop <mbishop@absig.com>:

Ulf -

My previous email was in error, and thank you for correcting me.

I approve the two invoices from Stellum totaling SEK 1.250.000 (Stellum's monthly client fee for June 2014 for SEK 381.566, and Stellum's extra payment for April-June 2014 for SEK 868.434).

Regards,

Mark

==========

Mark Bishop
mbishop@absig.com

On Mon, 06/30/2014 11:59 AM, Mark Bishop <mbishop@absig.com> wrote:

Ulf -

This email will put into writing my approval to pay approximately SEK 1.520.000 today, to Stellum Kapitalförvaltning AB. The payment represents invoices received from Stellum for their monthly client fees for the months June, July, August and September 2014.

Regards,

Mark

==========

Mark Bishop
mbishop@absig.com
+1 949 678 9574
+46 709 933 538

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: Invoice...
Date: 2 juli 2014 10:48
To: Mark Bishop mailtobishop@gmail.com

Hi Mark,

Can you please maker this invoice so I can close the books in the UK company.

Invoice or documentation relating to the payment that was made on the 05/03/13 to ABS USD for the amount of $105,944

Best Regards,

Emil Amir Ingmanson
+467-329 399 99
+356-999 380 99

From: **Roger Hassanov** rh@stellum.com
Subject: Re: Phone number
Date: 2 juli 2014 22:30
To: Mark mailtobishop@gmail.com

Sound promising.

I'm praying

Sent from Iphone

> 2 jul 2014 kl. 21:39 skrev "Mark" <mailtobishop@gmail.com>:
>
> Yes. We're hearing the right things. "The loan will fund" tomorrow or Monday. I will hold my thumbs, but I won't hold my breath.
>
> Hang in there.
>
> Regards
>
> Mark
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538
>
> > On 2 jul 2014, at 21:35, Roger Hassanov <rh@stellum.com> wrote:
> >
> > Any progress today?
> >
> > Sent from Iphone
> >
> > > 2 jul 2014 kl. 21:33 skrev "Mark" <mailtobishop@gmail.com>:
> > >
> > > Ok. Thanks. M
> > >
> > > ==========
> > > Mark Bishop

+1 949 678 9574
+46 709 933 538

> On 2 jul 2014, at 21:28, Roger Hassanov <rh@stellum.com> wrote:
>
> From Friday 4th of July to August 8th you can contact me at +385 91 6413 332
>
> Best regards
> Roger
>
> Sent from Iphone

From: **Emil Amir Ingmanson** amir77@me.com
Subject: MBS...
Date: 22 juli 2014 16:51
To: Mark Bishop mailtobishop@gmail.com

Mark

I might be able to buy your bond next week :)

Got a question though. Pls, call me...

Sent from my iPhone

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: Daily valuation reporting by Hayden...
Date: 31 juli 2014 14:20
To: Mark Bishop mailtobishop@gmail.com

Mark

Can we sell LMT, MARM and MSAC?

Those aren't big but dropped significantly in price so it should be possible to sell them on the valuation, right?

I wanna make room for the new bond and show everyone that we´re cleaning the portfolio.

Best Regards,

Emil Amir Ingmanson
+467-329 399 99
+356-999 380 99

> On 31 Jul 2014, at 13:55, Mark <mailtobishop@gmail.com> wrote:
>
> Ok
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538
>
> > On 31 jul 2014, at 12:47, Emil Ingmanson <amir77@me.com> wrote:
> >
> > Yes, like Mario wrote in the email.
> >
> > He'll contact him directly and set it up.
> >
> > Me and Mario are very good friends, we play football and go to the gym

> together...
>
> Sent from my iPhone
>
> > On 31 Jul 2014, at 13:26, Mark <mailtobishop@gmail.com> wrote:
> >
> > Hopefully set it up with Tom Epperson, via email!?!
> >
> > That would be me...
> >
> > ==========
> > Mark Bishop
> > +1 949 678 9574
> > +46 709 933 538
> >
> > > On 31 jul 2014, at 12:17, Emil Ingmanson <amir77@me.com> wrote:
> > >
> > > I'm setting up the valuation process.
> > >
> > > FYI
> > >
> > > Sent from my iPhone
> > >
> > > Begin forwarded message:
> > >
> > > > **From:** Mario Fountain <mfountain.vfm@bov.com>
> > > > **Date:** 31 July 2014 13:16:48 GMT+2
> > > > **To:** Emil Amir Ingmanson <amir77@me.com>
> > > > **Subject: Re: Fwd: Daily valuation reporting by Hayden...**
> > > >
> > > > Thanks Emil,
> > > >
> > > > We will be in contact with Hayden to formalise a distribution arrangement for the daily valuation of the MBS/s.
> > > >
> > > > Regards,
> > > >
> > > > **Mario Fountain**

Manager

Finance Division

Valletta Fund Services Limited

TG Complex, Suite 2, Level 3,

Triq il-Birrerija, l-Imriehel

Birkirkara BKR 3000 - Malta.

T: (356) 22755534

<mime-attachment.gif>

From: Emil Amir Ingmanson <amir77@me.com>

To: Mario Fountain <mfountain.vfm@bov.com>

Date: 31/07/2014 12:02

Subject: Fwd: Daily valuation reporting by Hayden...

Hi Mario,

Here´s the information about valuation of the MBS.

Best Regards,

Emil Amir Ingmanson
+467-329 399 99
+356-999 380 99

Begin forwarded message:

From: Hayden <hayden@haydenconsultingintl.com>

Subject: Daily valuation reporting by Hayden...

Date: 9 Jul 2014 09:21:07 GMT+2

To: amir77@me.com

Reply-To: Hayden <hayden@haydenconsultingintl.com>

Emil -

I am happy to provide you with some information about our company and our bond daily valuation reporting. Please find attached our Intro Letter, Cash Flow Product Valuation Summary, and Draft Engagement Letter. Additional information can be found at "haydenconsultingintl.com".

If you have any additional questions, please contact me.

With our best regards,

Thomas Epperson

Hayden Consulting Group

hayden@haydenconsultingintl.com

[attachment "Intro letter.pdf" deleted by Mario Fountain/BOV] [attachment "HAYDEN US CASH FLOW PRODUCT VALUATION SUMMARY.pdf" deleted by Mario Fountain/BOV] [attachment "Valuation Engagement Letter - To Whom.pdf" deleted by Mario Fountain/BOV]

www.bov.com

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From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: MBS Bond...
Date: 31 juli 2014 12:42
To: Mark mailtobishop@gmail.com

Ok. I don't like waiting to do deals 😉

Let's Rock'n roll my friend...

Best Regards,

E-A Ingmanson

Sent from my iPhone

> On 31 Jul 2014, at 12:33, Mark <mailtobishop@gmail.com> wrote:
>
> Not yet. Just had a remittance on Monday. I need to refresh all info and send to you tomorrow.
>
> I'm off to London for a couple meetings. I can call you this afternoon.
>
> Best
>
> Mark
>
> ==========
> Mark Bishop
> +1 949 678 9574
> +46 709 933 538
>
> > On 31 jul 2014, at 11:09, Emil Amir Ingmanson <amir77@me.com> wrote:
> >
> > Mark
> >
> > OK to send to Michael?

Michael

Here is the MBS Bond we´re looking at. I send information about valuations in a separate email.

<BB - MANA 07A2 A3D (6-6-2014).pdf>
<MANA - ABSNet Cash Flows.pdf>
<MANA MAY 2014 TRUSTEE REPORT.pdf>

Best Regards,

Emil Amir Ingmanson
+467-329 399 99
+356-999 380 99

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: Two bond sales,,, with updated numbers...
Date: 29 augusti 2014 09:24
To: Mark Bishop mailtobishop@gmail.com

Mark

I wil send this to Michel today and see him on Monday.

Best Regards,

Emil Amir Ingmanson
+467-329 399 99
+356-999 380 99

> On 29 Aug 2014, at 02:18, Mark Bishop <mailtobishop@gmail.com> wrote:
>
> Emil -
>
> I have updated the price/yield analysis, trustee reports, and trade tickets to reflect the last remittance period and a settlement of September 8th.
>
> I have attached documents and analysis for two bond purchases. The bonds are the WAMU (WAMU 2004-A14 B2, ISIN US939336W666), and the HVMLT (HVMLT 2006-01 X1, ISIN US41161PB361).
>
> For each bond I have attached (i) a price/yield analysis, (ii) a yield report, (iii) bond prospectus, (iv) most recent bond trustee report, and (v) a draft trade ticket to show the approximate purchase proceeds. Obviously a trade ticket between LPL Financial and Calamatta would have to be developed for the actual trade.
>
> Currently, the WAMU bond, selling at a price of 57.0, has a yield of 13.648%, and needs proceeds of $967,599.
>
> Currently, the HVMLT bond, selling at a price of 26.0, has a yield of 9.787%, and needs proceeds of $2,251,147.
>
> Both of these bonds should go to Optimus High Yield, through the fund manager Calamatta. Calamatta and LPL Financial will need to set up each other on their systems in order to trade. I can get you the contact information and have LPL call Calamatta when we are close. Let me know.
>
> M

--
Mark Bishop
+1 949 678 9574
+46 709 933 538
<WAMU price:yield analysis.xlsx><WAMU Prospectus.pdf><WAMU Trade Ticket, 57.0, settle 9-8-14.pdf><WAMU Trustee Rpt August 2014.pdf><WAMU yield.pdf><HVMLT price:yield analysis.xlsx><HVMLT Prospectus.pdf><HVMLT Trade Ticket, 26.0, settle 9-8-14.pdf><HVMLT Trustee Rpt August 2014.pdf><HVMLT yield.pdf>

From: **Emil Amir Ingmanson** eai@solidequity.se
Subject: FW: Cautious & MBS..
Date: 1 september 2014 18:02
To: Mark Bishop mailtobishop@gmail.com

Mark

Read this and try to figure out what we can do. Should I change the OS?

He´s got a point…

Best Regards,

Emil Amir Ingmanson
+356-999 380 99

From: Michael Galea <michaelgalea@cc.com.mt>
Date: Monday 1 September 2014 16:05
To: E-A Ingmanson <eai@solidequity.se>
Subject: Cautious & MBS..

Hi Emil,

I quickly went through the OS of the Cautious Fund - I did not find any specific reference to MBS in this or the other OSs.

As discussed, I'm not sure it is appropriate to include the MBS in the Cautious Fund given the defensive nature of the strategy. MBS are all rated sub-CCC+ so they can hardly be justified as appropriate investments in this case - they could sit within the Balanced and/or Aggressive possibly. Last thing we all want, having come so far, is to have Compliance and/or BOV as Custodian (trust me they are much more 'on the ball' than Swedbank are!!) asking questions of this sort within the first few trades of launch. I've had a case recently with BOV where, notwithstanding that we made a profit on a position, we had to notify the MFSA of an asset which turned out to be ineligible - that's how much of detail they go into!!

Also, I forgot to mention this morning that for Falcon ***non-run-of-the-mill trades*** it is best if we rope Jacques in right from the start. You put him there specifically for this reason so I think it makes sense for him to be involved. Also, as agreed, I would like these trade ideas to originate from him.

For the remainder of the portfolio, as long as they fit within the parameters as agreed

at the Investment Committee meetings, then we can operate independently.

Let me know. If you have time, perhaps we should meet with Jacques too sometime soon to discuss. I'm quite full tomorrow but will move around things if necessary.

Regards,
Michael

Michael Galea
Head - Investment Management & Fund Services

Calamatta Cuschieri
5th Floor, Valletta Buildings,
South Street, Valletta MALTA
Phone: (+356) 25 688 688
Fax: (+356) 25 688 256
Mobile: (+356) 99 444 098
Direct: (+356) 25 688 161
Web: www.cc.com.mt

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From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: Metatron...
Date: 3 september 2014 23:53
To: Mark Bishop mailtobishop@gmail.com

Mark

As I've said before.

I think it's a bad idea and I know Michael wouldn't like it.

It's off shore and we have no control over the assets, what so ever, and we hardly know the people controlling it.

It'll be completely illiquid.

Also, the fund can only own 10% of the fund and I guess that it's basically empty...

Sent from my iPhone

> On 03 Sep 2014, at 23:47, Mark Bishop <mailtobishop@gmail.com> wrote:
>
> Emil -
>
> I have a way to do several things if we can fund this thing.
>
> If you can get Michael to put GBP 4 million of Metatron into Optimus, and GBP 4 million of Metatron into Falcon (the "junk" buckets), then I can get you a 10-point fee (GBP 800K), and 10% shares in ASTON (the UK company that is rolling up all of the Independent Financial Advisors, and looking to go public first quarter next year).
>
> I can get Hayden to add this name to their list so they can do daily mark-to-market.
>
> Anyway, take a look, and I will call you in my morning Thursday.
>
> M

--
Mark Bishop
+1 949 678 9574
+46 709 933 538
<MGF-F-S JULY-2014.pdf>
<Offering_Memorandum_NEW_25.11.2013.pdf>

From: **Roger Hassanov** rogerhassanov@icloud.com
Subject: Re: account details
Date: 17 september 2014 22:45
To: Mark Bishop mailtobishop@gmail.com

Thank you Mark!

Sent from Iphone

> 17 sep 2014 kl. 21:53 skrev Mark Bishop <mailtobishop@gmail.com>:
>
> Roger -
>
> Wire was sent today (see attachment).
>
> Regards,
>
> Mark
>
> > On Wed, Sep 17, 2014 at 7:59 AM, Roger Hassanov
> > <rogerhassanov@icloud.com> wrote:
> > Mark,
> >
> > sms you the bank details and now you have them in the mail.
> >
> > Account holder: Roger Hassanov
> > Bank: Danske Bank
> >
> > SWIFT: DABASESX
> >
> > Iban: SE2512000000012131478046
> >
> > Please let me know when its transfered and what amount.
> >
> > //
> >
> > Roger Hassanov

--
Mark Bishop
+1 949 678 9574
+46 709 933 538
<Hassnov wire - 17 Sep 2014.pdf>

From: Emil Ingmanson amir77@me.com
Subject: Re: Daily valuation reporting by Hayden...
Date: 25 Sep 2014, 15:07:19
To: Mark mailtobishop@gmail.com

Perfect. I'm going back Sunday. Sitting with mike Monday morning to make sure we close.

Sent from my iPhone

> On 25 Sep 2014, at 15:04, Mark <mailtobishop@gmail.com> wrote:
>
> Got it. WAMU is rated "D" and HVMLT is rated "C", so I will have to show a strong investment case for the bonds today. And probably these to go to Falcon where the company can be more firm as to Calamatta taking the bonds. The large MANA bond is rated "CCC".
>
> I will send new info later today (as it is the 25th) along with a "strong business case".
>
> ==========
> Mark Bishop
> mailtobishop@gmail.com
> +1 949 678 9574
> +46 709 933 538
>
> > On Sep 25, 2014, at 1:08 AM, Emil Ingmanson <amir77@me.com> wrote:
> >
> > Sent from my iPhone
> >
> > Begin forwarded message:
> >
> > **From:** Michael Galea <michaelgalea@cc.com.mt>
> > **Date:** 25 September 2014 10:05:23 CEST
> > **To:** Emil Ingmanson <amir77@me.com>
> > **Subject: RE: Daily valuation reporting by Hayden...**

Hi Emil,

Thanks for the information. Once we receive the updated internal rules for Optimus that would allow us to purchase unlisted securities we will start having a look at the MBS issue holistically (eligibility, investment case, valuation, risk, exposure, etc etc). I must admit that I have not yet looked into the specifics of the bonds you sent simply because as things stand today we still do not have the authority to invest in them - so really it's been a matter of having more urgent priorities to deal with in respect of Optimus & Falcon.

As you know there are different seniorities of MBS so, as discussed on the phone yesterday, please do not suggest any issues which can easily be considered as ***'rubbish'*** as we would not be able to consider them for inclusion in the portfolio - irrespective of what the portfolio currently holds or has held in the past. This is of course unless, Optimus Fonder AB 'instruct us' to enter into a particular trade themselves at which point we will have no option but to oblige making it very clear that we were not part of the decision-making process.

Without looking into the specifics of any particular bond, an easy guideline for you to work around should be the Credit Rating of the instrument - anything below CCC+ (from either of the major credit rating agencies) will not be considered except for exceptional circumstances where we believe there is a strong investment case to be made. However we are quite sure that there would be no need to take on that sort of risk for our investors to achieve yields which can easily be obtained by investing in CCC+-rated bonds in Europe.

I trust you appreciate that as Investment Managers we are ultimately responsible & accountable for every investment decision taken.

Speak soon.

Regards,
Michael

Michael Galea
Head - Investment Management & Fund Services

Calamatta Cuschieri

5th Floor, Valletta Buildings,
South Street, Valletta MALTA
Phone: (+356) 25 688 688
Fax: (+356) 25 688 256
Mobile: (+356) 99 444 098
Direct: (+356) 25 688 161
Web: www.cc.com.mt

<image003.jpg>

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From: Emil Ingmanson [mailto:amir77@me.com]
Sent: 24 September 2014 15:27
To: Michael Galea
Cc: Jacques Ellul Soler
Subject: Fwd: Daily valuation reporting by Hayden...

Michael

Here's the Hayden information.

The two bonds being traded in to Optimus is the same bonds that I sent you before, I'll send you updated trade tickets ASAP.

Sent from my iPhone

Begin forwarded message:

From: Hayden <hayden@haydenconsultingintl.com>
Date: 09 July 2014 09:21:07 GMT+2
To: amir77@me.com
Subject: Daily valuation reporting by Hayden...
Reply-To: Hayden <hayden@haydenconsultingintl.com>

Emil -

I am happy to provide you with some information about our company and our bond daily valuation reporting. Please find attached our Intro Letter, Cash Flow Product Valuation Summary, and Draft Engagement Letter. Additional information can be found at "haydenconsultingintl.com".

If you have any additional questions, please contact me.

With our best regards,

Thomas Epperson
Hayden Consulting Group
hayden@haydenconsultingintl.com

From: Emil Ingmanson amir77@me.com
Subject: Re: Petropavlovsk plc...
Date: 25 Sep 2014, 07:27:39
To: Mark mailtobishop@gmail.com

Ok. I have my manager looking at it already...

Sent from my iPhone

> On 25 Sep 2014, at 07:26, Mark <mailtobishop@gmail.com> wrote:
>
> Correct. Understood. I have a plan which I will first try on Hambro. More later. Best. M
>
> ==========
> Mark Bishop
> mailtobishop@gmail.com
> +1 949 678 9574
> +46 709 933 538
>
> > On Sep 24, 2014, at 10:06 PM, Emil Ingmanson <amir77@me.com> wrote:
> >
> > Mark
> >
> > We're looking at it, right away. We can't take more than 10% of the bond though...
> >
> > Sent from my iPhone
> >
> > > On 25 Sep 2014, at 01:03, Mark Bishop <mailtobishop@gmail.com> wrote:
> > >
> > > Emil -
> > >
> > > Check this out.
> > >
> > > I had a meeting with Peter Hambro and his investment bankers a couple

of days ago.

Peter is Chairman of the Board of Petropavlovsk plc (formerly Peter Hambro Mining). Petropavlovsk is one of the largest gold mining businesses in Russia and has been operating profitably since 1994. Peter has a $300 million corporate bond that needs to be refinanced, and in this political climate, the US investors will not do it.

I think we can buy half of his bond at Optimus. The profits would be (1) fees, (2) interest rate spread on the bond face against what we pay the investors, and (3) all of the potential upside on a stock option for these shares (which could be up to 100%).

Check it out. I will put together some structures and get the deal negotiated with Hambro and the investment bankers, and you will need to control Michael.

More later.

Regards,

Mark

--
Mark Bishop
+1 949 678 9574
+46 709 933 538
<h1_2014_results_presentation.pdf>

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: Our discussion - 12 Nov 2014...
Date: 13 November 2014 at 09:27
To: Mark Bishop mailtobishop@gmail.com
Cc: craig chang cchang@absig.com, Lisa Duehring lduehring@absig.com

Mark

It was great seeing you guys again :)

We're on the same page and we totally agree to what has to be done within the next 60-90 days.

Let's git r done ;)

Sent from my iPhone

> On 12 Nov 2014, at 20:49, Mark Bishop <mailtobishop@gmail.com> wrote:
>
> Emil -
>
> Attached are the notes from our meeting, and what we agree to accomplish together in the "short term". Additionally, our joint business activities should remain confidential between you, Afram, Craig, Lisa and me.
>
> Thank you and Afram for taking the time to meet with us today.
>
> Best regards,
>
> Mark
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538
> <Emil-Bishop Agreement - 12 Nov 2014.pdf>

From: **Mats Christiansen** masse.christiansen@gmail.com
Subject: Optimus
Date: 25 November 2014 at 14:17
To: Mark Bishop mailtobishop@gmail.com

Hello Mark,

Hope everything is well with you.
The board is asking me how we are proceeding with the Jan and Ulf and regulatory capital. I assume that Jan and Ulf will be working through december as well?
It would be good to know your thoughts with that.

Hope to hear from you soon.

Kind regards
Mats

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: bond sales...
Date: 30 December 2014 at 11:54
To: Mark Bishop mailtobishop@gmail.com

BG721-5

Mark

Let's get Barbaros appointed as manager in Optimus and we'll buy them as agreed.

Sent from my iPhone

> On 29 Dec 2014, at 17:22, Mark Bishop <mailtobishop@gmail.com> wrote:
>
> Emil -
>
> I still have three bonds in my position ready to trade. They are:
>
> MANA 07-A2 A3D, ISIN US59024FAG90, purchase price approximately USD 8.500.000;
> HVMLT 06-01 X1, ISIN US41161PB361, purchase price approximately USD 2.240.000;
> WAMU 04-A14 B2, ISIN US939336W666, purchase price approximately USD 965.000.
>
> The total profits for these bonds should be USD 4,25 million. Can you take any of these bonds, or any part of any of the bonds? Let me know so that we can start the process of transferring whatever bonds you can take, to your bank.
>
> In the meantime, have a great New Years celebration.
>
> Best,
>
> Mark
>
> --
> **Mark Bishop**
> +1 949 678 9574
> +46 709 933 538

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: Barbaros...
Date: 23 January 2015 at 04:58
To: Mark Bishop mailtobishop@gmail.com

Mark

It seems the merger can go through on March 9th. MFSA approved it today and the board of Falcon signed the notification to the shareholders today so Optimus should be able to fire all employees except Mats and hire Barbaros next week.

We then have about a month to do all the trades we need before the merger. Let's push this together and rock'n roll like before!

I wanna see you when all this is done in LA in March and have some fun together again 😀

Sent from my iPhone

> On 22 Jan 2015, at 15:09, Mark Bishop <mailtobishop@gmail.com> wrote:
>
> I wanted to also talk to you about this. The Board wants me to put up SEK 3.320.000 in order to terminate Ulf and Jan at the end of January. I told Mats that I would do that next week if we also terminated Calamatta and hired Barbaros.
>
> I spoke with Mats yesterday. He seems comfortable with Barbaros,,, but since Barbaros is currently employed by Temple, he and the Board see that as a "conflict". They instead want to terminate Calamatta and hire Temple. Then Barbaros can manage Optimus through Temple.
>
> How would that affect our timing, control, and plans?
>
>
>
> > On Thu, Jan 22, 2015 at 4:40 AM, Emil Ingmanson <amir77@me.com> wrote:
> > Mark

> Jan and Ulf is a big problem, they're trying to convince Mats not to bring Barbaros in. They need to get out of the office now. They could jeopardize our whole business.
>
> I'll talk to Roger to clam Mats down, but please get them out of there asap and help me push Mats to do the right thing here.
>
> Sent from my iPhone

--
Mark Bishop
+1 949 678 9574
+46 709 933 538

From: **Emil Amir Ingmanson** amir77@me.com
Subject: Re: MANA trade tickets and backup...
Date: 22 February 2015 at 23:28
To: Mark Bishop mailtobishop@gmail.com

Mark

I've sent the trade ticket and back up information to Barbaros. He's gonna look at it and get back to me asap.

Sent from my iPhone

> On 23 Feb 2015, at 04:05, Mark Bishop <mailtobishop@gmail.com> wrote:
>
> Emil -
>
> Please find attached two trade tickets; one for "ABS to SVC" which is the trade ticket between you and me with a funding date of Friday, February 27, and a funding amount of $7,772,261.35. The second is for "Baader to Optimus" which is the trade ticket between you/Baader and Optimus High Yield with a funding date of also Friday, February 27, and a funding amount of $6,070,344.80. Your profit on this particular funding is $298,083, and the balance goes to both pay off the bond and to pay off PP. Also I have included the latest servicing trustee report on the bond and the latest price confirmation of value from Hayden.
>
> So you will need to send the trade ticket "Baader to Optimus", the servicing trustee report, and the latest price confirmation from Hayden, to Barbaros and square away the funding for Friday.
>
> I know you will have questions, so contact me when you are available.
>
> Best
>
> Mark
>
> --
> **Mark Bishop**
> +1 949 678 9574

+46 709 933 538
<MANA Trade Ticket - ABS to SVC - 27 Feb 2015.pdf>
<MANA Trade Ticket - Baader to Optimus - 27 Feb 2015.pdf>
<MANA JANUARY 2015 TRUSTEE.pdf>
<MANA JANUARY 2015.pdf>

From: **Emil Amir Ingmanson** amir77@me.com
Subject: MBS...
Date: 19 June 2015 at 02:10
To: Mark Bishop mailtobishop@gmail.com

Barbaros

Ring Mark och säg att vi vill sälja båda MBSerna för att skapa utrymme för andra trash affärer... Detta måste vara klart innan nästa styrelsemöte.

Emil Amir Ingmanson
+356 999 380 99

Sent from my iPhone

From: **Robert Greenwood** bobgreenwood@bloomberg.net
Subject: *VCON* ID : 576433A63 *Trade Ticket* As of Date: 09/02/2015 10:04:32 Cusip: 5
Date: 2 September 2015 at 17:20
To: undisclosed-recipients:;
Bcc: mailtobishop@gmail.com

BG721-5

ID : 576433A63 *Trade Ticket* As of Date: 09/02/2015 10:04:32 Cusip: 576433A6

TRDR/SLS : ROBERT GREENWOOD Settlement : 9/8/2015
BUYS : 3187 (M) ISSUER:MASTR ADJUSTABLE RATE MOR
Security : MARM 2005-6 4A2 2.7134%
Price : 4.000000000 Yield:309.075438 Yield to: 2/14/2024 at
Assumed coupon : 2.713420% Prepay speed : 4.0 CPR Factor : 0.140439912

Notes :

{576433A63 MTGE DES <GO>}

Principal	USD	17,903.28
Accrued	(7 days)	236.15
Transaction Costs		0.00
Total	USD	18,139.43

Miscellaneous Fields:
Original Face : 3187 (M) Current Face : 447,582.00
Issue Date : 06/01/05 Maturity Date : 07/25/35
Average Life : 8.43 Factor Date : Aug15
Accrual Start Date : 09/01/15 Accrual End Date : 09/30/15
Next Payment Date : 10/25/15 Delay : 24 DAYS
** THIS TICKET (#3689171) GENERATED BY BLOOMBERG TOMS / POMS SYSTEM **
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BG721-5

From: **Robert Greenwood** bobgreenwood@bloomberg.net
Subject: *VCON*ID : 59024FAG9 *Trade Ticket* As of Date: 09/02/2015 09:47:27 Cusip: 59
Date: 2 September 2015 at 17:20
To: undisclosed-recipients:;
Bcc: mailtobishop@gmail.com

ID : 59024FAG9 *Trade Ticket* As of Date: 09/02/2015 09:47:27 Cusip: 59024FAG
TRDR/SLS : ROBERT GREENWOOD Settlement : 9/8/2015
BUYS : 24354840.00P (M) ISSUER:MERRILL LYNCH ALTERNAT
Security : MANA 2007-A2 A3D 0.499%
Price : 10.750000000 Yield:-2.985068 Yield to: 9/8/2015 at
Coupon : 0.499400% Prepay speed : 15.0 CPR Factor : 0.722626527

Notes :

{59024FAG9 MTGE DES <GO>}

Principal	USD	1,891,941.25
Accrued	(14 days)	3,418.01
Transaction Costs		0.00
Total	USD	1,895,359.26

Miscellaneous Fields:
Original Face : 24354840.0 Current Face : 17,599,453.44
Issue Date : 03/30/07 Maturity Date : 03/25/37
Average Life : .00 Factor Date : Aug15
Accrual Start Date : 08/25/15 Accrual End Date : 09/24/15
Next Payment Date : 09/25/15 Delay : 0 DAYS
** THIS TICKET (#3689138) GENERATED BY BLOOMBERG TOMS / POMS SYSTEM **
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of confidentiality. This is not an offer, to buy or sell any security, investment or other product. Mesirow Financial Inc. Does not intend to act as a municipal advisor as defined by the SEC with regard to brokerage service activities, including but not limited to the purchase and sale of municipal securities with the Institutional Sales and Trading Division of MFI.

From: **Daniel Ungheanu** danungheanu@gmail.com
Subject: RE:
Date: 24 February 2016 at 20:26
To: Mark Bishop mailtobishop@gmail.com, Steve Bishop mailtosbishop@gmail.com, Tom Epperson epperjt@gmail.com

Sounds good. Let me know if you want me to put a call together to discuss.

Daniel

From: Mark Bishop [mailto:mailtobishop@gmail.com]
Sent: Wednesday, February 24, 2016 6:49 AM
To: Daniel Ungheanu <danungheanu@gmail.com>; Steve Bishop <mailtosbishop@gmail.com>; John Epperson <epperjt@gmail.com>
Subject:

Guys -

You now need to monitor "hayden@haydenintl.com" email (webmail and also put it on your mobile devices).

I am in contact with Barbaros through hayden email as "Tom" for now. Will need to hand off this assignment soon...

Also today need to discuss:

MSF (Brenda);
Synertial (a lot of movement);
PFM;
Omniarch (Refi Fund IV bonds, buy HY corp for Fund VI).

Regards,

Mark

--
Mark Bishop
+1 949 678 9574
+44 7493 150056

CommerceWest
Investment Management
Bank on The Difference

Investment Account Strategic Asset Management

Statement Period
August 1 to August 31, 2013

Mark Bishop	1360-4701
Investment Objective	Growth

Mark Bishop
707 BRAODWAY, 18TH FLOOR
SAN DIEGO CA 92101

Total Value of Your Account as of August 31, 2013 **$3,896,939.41**

INVESTMENTS HELD AT LPL FINANCIAL

Previous Year-End Value as of December 31, 2012	**$724,609.05**
Beginning Value as of August 1, 2013	**$4,333,880.46**
Additions	8,345,000.00
Withdrawals	—
Dividends, Interest and Capital Gains	7,078.35
Increase/decrease in Market Value[1]	-8,789,019.40
Ending Value as of August 31, 2013	**$3,896,939.41**

	Year-End Value December 31, 2012	Value on August 31, 2013
TOTAL VALUE OF YOUR ACCOUNT	**$724,609.05**	**$3,896,939.41**

1 Increase/decrease in Market Value reflects the impact of changes in the value of securities held in your LPL Financial account, as well as the impact of any transfers of securities into or out of your account during the statement period.

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Securities Offered Through
LPL Financial
Member FINRA/SIPC
9785 Towne Centre Drive, San Diego, CA 92121-1968
75 State Street, 24th Floor, Boston, MA 02109-1827

LPL Financial

Not FDIC Insured	No Bank Guarantee	May Lose Value
Not a Deposit	Not Insured by any Federal Government Agency	

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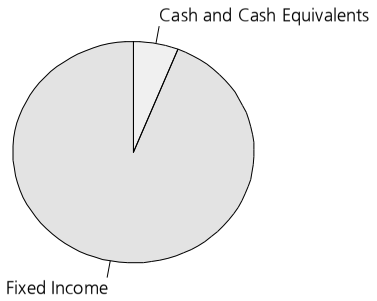
Investment Account Strategic Asset Management

Statement Period
August 1 to August 31, 2013

ACCOUNT INVESTMENT SUMMARY as of August 31, 2013

Investment Type	Amount	Percent
Cash and Cash Equivalents	$234,660.70	6.02%
Equities and Options	—	—
Fixed Income	3,662,278.71	93.98%
Mutual Funds, ETFs and Closed-End Funds	—	—
Total	**$3,896,939.41**	**100.00%**



EARNINGS SUMMARY as of August 31, 2013

Estimated Annual Income	$1,017,802.00
Estimated Accrued Interest	$84,816.90

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CASH AND CASH EQUIVALENTS

Description	Current Balance
Money Market Funds	$234,660.70
TOTAL CASH AND CASH EQUIVALENTS	**$234,660.70**

GOVERNMENT AND AGENCY BONDS

Description/SecurityID	Quantity	Price	Market Value	Estimated Annual Income	Accrued Int./ Est. 30-Day Yld.
CSAB TR REMIC 2006-1 CL A4 MONTHLY 24 DAY DELAY CPN 6.294% DUE 06/25/36 DTD 05/01/06 FC 06/25/06 MOODYS RATING: C S&P RATING: D 22943HAE6	16,171,000	$22.6472	$3,662,278.71 FACTOR:1.00	$1,017,802	$84,816.90 27.79%
TOTAL GOVERNMENT AND AGENCY BONDS			**$3,662,278.71**	**$1,017,802**	**$84,816.90**

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Value of Your LPL Financial Account	Market Value	Estimated Annual Income
	$3,896,939.41	**$1,017,802**

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ACCOUNT ACTIVITY SUMMARY

	Period Ending August 31, 2013	Year-to-Date
Securities Purchased	-$8,450,135.30	-$20,720,458.29
Securities Sold	209,983.45	209,983.45
Additions to Your Account	8,345,000.00	20,696,431.51
Withdrawals from Your Account	—	-5,129.01
Dividends, Interest and Capital Gains	7,078.35	42,451.18
Reinvestments	—	—
Net Change in Bank Deposit Sweep Balance [1]	—	—
Net Change in Money Market Fund Balance	-4,121,108.99	222,311.91
Fees and Expenses [2]	—	-966.93

SECURITIES PURCHASED

Date	Activity Type	Description/SecurityID	Quantity	Price	Amount
08/02/13	Purchase	ML ALT NT ASSET TR REMIC 2007-A2 CL A3D MONTHLY 0 DAY DELAY VAR CPN 0.493% DUE 03/25/37 DTD 03/30/07 FC 04/25/07 59024FAG9	20,000,000	$13.375	-$1,935,633.41
08/06/13	Purchase	ML ALT NT ASSET TR REMIC 2007-A2 CL A3D MONTHLY 0 DAY DELAY VAR CPN 0.493% DUE 03/25/37 DTD 03/30/07 FC 04/25/07 59024FAG9	24,354,840	13.50	-2,379,569.66

SECURITIES PURCHASED continue on page 5

1 Bank Deposit Sweep Accounts are FDIC insured, are not obligations of LPL Financial or SIPC, and are not available for margin purposes. See the message section for further information.

2 Fees and expenses include account, custodial and advisory fees assessed during the statement period.

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SECURITIES PURCHASED (continued)

Date	Activity Type	Description/SecurityID	Quantity	Price	Amount
08/16/13	Cancel	GREENPOINT CR LLC REMIC SER 1999-5 CL M2 MONTHLY 14 DAY DELAY CPN 9.230% DUE 12/15/29 DTD 11/01/99 FC 12/15/99 395383AG7 AS OF 07/29/13	-2,250,000	—	1,288,731.19
08/16/13	Purchase	GREENPOINT CR LLC REMIC SER 1999-5 CL M2 MONTHLY 14 DAY DELAY CPN 9.230% DUE 12/15/29 DTD 11/01/99 FC 12/15/99 395383AG7 AS OF 07/29/13	2,250,000	71.00	-1,281,064.09
08/19/13	Purchase	CSAB TR REMIC 2006-1 CL A4 MONTHLY 24 DAY DELAY CPN 6.294% DUE 06/25/36 DTD 05/01/06 FC 06/25/06 22943HAE6	16,171,000	25.25	-4,142,599.33
TOTAL SECURITIES PURCHASED					**-$8,450,135.30**

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SECURITIES SOLD

Date	Activity Type	Description/SecurityID	Quantity	Price	Amount
08/22/13	Sale	FIRST NLC TR REMIC SER 2005-3 CL M2 MONTHLY 0 DAY DELAY VAR CPN 1.213% DUE 12/25/35 DTD 11/16/05 FC 11/25/05 32113JBV6	-1,000,000	$21.00	$209,983.45
TOTAL SECURITIES SOLD					**$209,983.45**

ADDITIONS TO YOUR ACCOUNT

Date	Activity Type	Description/SecurityID	Quantity	Price	Amount
08/02/13	Wire Transfer	FED FUNDS/ COMMERCEWEST	—	—	$2,000,000.00
08/06/13	Wire Transfer	FED FUNDS/COMMERCEWEST	—	—	2,400,000.00
08/19/13	Wire Transfer	FED FUNDS/COMMERCEWEST	—	—	3,945,000.00
08/21/13	Transfer A/C	FIRST NLC TR REMIC SER 2005-3 CL M2 MONTHLY 0 DAY DELAY VAR CPN 1.213% DUE 12/25/35 DTD 11/16/05 FC 11/25/05 32113JBV6	1,000,000	—	—
TOTAL ADDITIONS TO YOUR ACCOUNT					**$8,345,000.00**

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WITHDRAWALS FROM YOUR ACCOUNT

Date	Activity Type	Description/SecurityID	Quantity	Price	Amount
08/12/13	Transfer A/C	ML ALT NT ASSET TR REMIC 2007-A2 CL A3D MONTHLY 0 DAY DELAY VAR CPN 0.493% DUE 03/25/37 DTD 03/30/07 FC 04/25/07 59024FAG9	-24,354,840	—	—
08/12/13	Journal	ML ALT NT ASSET TR REMIC 2007-A2 CL A3D MONTHLY 0 DAY DELAY VAR CPN 0.493% DUE 03/25/37 DTD 03/30/07 FC 04/25/07 59024FAG9	-20,000,000	—	—
08/23/13	Journal	GREENPOINT CR LLC REMIC SER 1999-5 CL M2 MONTHLY 14 DAY DELAY CPN 9.230% DUE 12/15/29 DTD 11/01/99 FC 12/15/99 395383AG7	-2,250,000	—	—
08/23/13	Journal	STRUCTURED ASSET INVT LN REMIC 2006-4 CL A5 MONTHLY 0 DAY DELAY VAR CPN 0.503% DUE 07/25/36 DTD 06/25/06 FC 07/25/06 86360WAE2	-13,492,000	—	—
TOTAL WITHDRAWALS FROM YOUR ACCOUNT					—

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DIVIDENDS, INTEREST AND CAPITAL GAINS

Date	Activity Type	Description/SecurityID	Amount
08/26/13	Interest	FIRST NLC TR REMIC SER 2005-3 CL M2 MONTHLY 0 DAY DELAY VAR CPN 1.213% DUE 12/25/35 DTD 11/16/05 FC 11/25/05 082513 1,000,000 32113JBV6 AS OF 08/25/13	$1,075.58
08/26/13	Interest	STRUCTURED ASSET INVT LN REMIC 2006-4 CL A5 MONTHLY 0 DAY DELAY VAR CPN 0.503% DUE 07/25/36 DTD 06/25/06 FC 07/25/06 082513 13,492,000 86360WAE2 AS OF 08/25/13	5,996.80
08/30/13	Cash Dividend	JPMORGAN PRIME MONEY MARKET FUND SERVICE SHARES 083013 234,654	5.97
TOTAL DIVIDENDS, INTEREST AND CAPITAL GAINS			**$7,078.35**

NET MONEY MARKET FUND ACTIVITY[3]

JPMorgan Prime Money Market Fund - Service Shares

Date	Activity Type	Description	30-Day Yield	Amount	Balance
08/01/13	Opening Balance				$4,355,769.69
08/01/13	Shares Redeemed	JPMORGAN PRIME MONEY		-4,233,035.49	122,734.20
08/05/13	Shares Purchased	JPMORGAN PRIME MONEY		2,000,000.00	2,122,734.20
08/07/13	Shares Purchased	JPMORGAN PRIME MONEY		464,366.59	2,587,100.79

NET MONEY MARKET FUND ACTIVITY continue on page 9

3 Money Market activity reflects the net of all transfers of funds to and from your money market account on the date referenced.

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NET MONEY MARKET FUND ACTIVITY (continued)

Date	Activity Type	Description	30-Day Yield	Amount	Balance
08/09/13	Shares Redeemed	JPMORGAN PRIME MONEY		-2,379,569.66	207,531.13
08/19/13	Shares Purchased	JPMORGAN PRIME MONEY		7,667.10	215,198.23
08/20/13	Shares Purchased	JPMORGAN PRIME MONEY		3,945,000.00	4,160,198.23
08/22/13	Shares Redeemed	JPMORGAN PRIME MONEY		-4,142,599.33	17,598.90
08/27/13	Shares Purchased	JPMORGAN PRIME MONEY		217,055.83	234,654.73
08/30/13	Dividend Reinvest	JPMORGAN PRIME MONEY		5.97	234,660.70
08/31/13	Closing Balance				234,660.70
JPMorgan Prime Money Market Fund - Service Shares			**0.010%**		
NET CHANGE IN MONEY MARKET FUND BALANCE				**-$4,121,108.99**	

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ACCRUED INTEREST SUMMARY

Accrued Interest Paid (Interest paid on the purchase of fixed income securities)

Description	August 31, 2013	Year-to-Date
Government and Agency Bonds	-$65,522.72	-$79,530.22
TOTAL ACCRUED INTEREST PAID	**-$65,522.72**	**-$79,530.22**

Accrued Interest Received (Interest received on the sale of fixed income securities)

Description	August 31, 2013	Year-to-Date
Government and Agency Bonds	$33.45	$33.45
TOTAL ACCRUED INTEREST RECEIVED	**$33.45**	**$33.45**

DIVIDEND AND INTEREST SUMMARY

Description	August 31, 2013	Year-to-Date
Money Market Funds	$5.97	$13.39
Government and Agency Bonds	7,072.38	42,437.79
TOTAL DIVIDENDS AND INTEREST	**$7,078.35**	**$42,451.18**

DIVIDENDS, INTEREST, CAPITAL GAINS AND OTHER DISTRIBUTIONS NOT YET RECEIVED

DIVIDENDS, INTEREST AND CAPITAL GAINS NOT YET RECEIVED

Closing Date	Transaction Type	Description/SecurityID	Record Date	Quantity	Rate	Amount of Payment
09/25/13	Interest	CSAB TR REMIC 2006-1 CL A4 MONTHLY 24 DAY DELAY CPN 6.294% DUE 06/25/36 DTD 05/01/06 FC 06/25/06 22943HAE6	08/31/13	16,171,000	5.245	$84,816.90
TOTAL DIVIDENDS, INTEREST AND CAPITAL GAINS NOT YET RECEIVED						**$84,816.90**

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MESSAGES FROM YOUR FINANCIAL ADVISOR

Moving forward is less difficult when finances don't pose an additional burden. Give your loved ones the security of knowing that even if the unthinkable happens, they'll be taken care of.

Your referrals mean a great deal to my business. If you know of a friend or family member who might benefit from my service, please let me know. I will work hard to ensure that your referrals feel it was a wise investment of their time - and their future - to have met with me.

MESSAGES FROM LPL FINANCIAL

NON-TRANSFERABLE SECURITIES THAT ARE WORTHLESS

As part of our continuing effort to provide exceptional service, please be advised that LPL Financial will remove any non-transferable securities that are worthless from customer accounts. Your account may or may not be affected. Should you have any questions or concerns, please contact your financial advisor.

ESTIMATED ANNUAL INCOME (EAI) AND ESTIMATED YIELD (EY)

EAI is calculated by taking the indicated annualized dividend and multiplying by the number of shares owned. EY is calculated by taking the EAI and dividing by the aggregate value of the shares owned. If no dividend information is available, no EAI or EY numbers will be generated. EAI and EY for certain types of securities could include a return of principal or capital gains in which case the EAI and EY would be overstated. EAI and EY are estimates and the actual income and yield might be lower or higher than the estimated amounts. Additionally the actual dividend or yield may vary depending on the security issuer's approval of paying the dividends. EY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate.

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Disclosures and Other Information

Account Protection LPL Financial is a member of the Securities Investor Protection Corporation (SIPC). SIPC provides protection for your account up to $500,000, including $100,000 in free cash balances, in the unlikely event that LPL fails financially. SIPC protection limits apply to all accounts that you hold in a particular capacity. For example, if you hold two accounts at LPL as a sole account holder and a third as a joint account holder, the two individual accounts are protected under SIPC up to a combined limit of $500,000, and the joint account is protected under SIPC separately up to $500,000. Insured Cash Accounts are not protected by SIPC. LPL accounts have excess SIPC-like coverage to cover the net equity of customer accounts subject to a $750 million aggregate firm limit. More information on SIPC, including an SIPC Brochure, may be obtained by calling SIPC directly at (202) 371-8300 or by visiting **www.sipc.org.**

Adjusted Cost The cost basis of securities sold, matured, redeemed or exercised is adjusted for return of principal, original issue discount, accrual and partnership distributions for CMO, CDO, REMIC and MLP transactions. Eligible securities on the Realized Gains and Losses Statement have been adjusted for bond amortization, return of capital, liquidating distributions, wash sales or similar items. N/A displays when the information is incomplete or missing and is treated as zero when calculating totals.

Agency If LPL Financial acts as your agent, or as agent for both you and another person in a transaction, the transaction details, including the identity of the seller or buyer and the source and amount of any fees or payments will be supplied upon written request.

Asset-backed Securities The actual yield from transactions in asset-backed securities (e.g., CMO, FNMA, FHLMC OR GMNA transactions) may vary according to the rate at which the underlying assets or receivables are repaid. Information about yield factors is available from your financial advisor on request.

Called Securities In the event of a partial call of corporate or municipal bonds, or preferred stock held in bulk segregation, the securities to be called will automatically be selected on a random basis, as is customary in the securities industry. The probability that your securities will be selected is proportional to the amount of your holdings relative to the bulk holdings. A detailed description of the random selection procedure is available upon request.

Change of Address Please notify your financial advisor/representative or LPL Financial promptly in writing of any change of address.

Cost Basis Transactions are automatically paired against holdings on a "First-In/First-Out" basis (unless manually adjusted). Designating liquidations as "versus purchase" on a trade will cause the trade confirmation or other closed tax lot notification to reflect the selected closed tax lots. For assets not purchased in the LPL account, you or the previous broker / dealer upon transfer may have provided the Date Acquired and Purchase Cost of the position. If no such data was submitted, N/A is listed as the Purchase Cost, and is treated as zero when calculating Gain or Loss totals. Since the cost basis on certain securities may have been provided by another source, the cost basis information on your statement may not reflect accurate data or correspond to data on your trade confirmations. This information should not be relied upon for tax reporting purposes. Please refer to your tax reporting statement, if applicable. For accounts electing average cost, the total cost may be computed using a combination of averaged and non-averaged unit prices for eligible securities.

Discrepancies Please notify your financial advisor and LPL Financial immediately of any discrepancies on your statement. If your financial advisor is affiliated with another broker/dealer, you must notify them as well. Please contact your financial advisor for the broker/dealer's contact information. Your financial advisor's address and telephone number can be found on the bottom of each page of this statement. LPL Financial's telephone number is (800) 558-7567 and address can be found on the first page of this statement. Additionally, any verbal communications should be re-confirmed in writing to each of the above parties to further protect your rights, including rights under Securities Investor Protection Act (SIPA).

Free Credit Balances LPL Financial may use your free credit balances subject to the limitations of 17 CFR Section 240.15c3-3 under the Securities Exchange Act of 1934. You have the right to receive from us, upon demand in the course of normal business, the delivery of any free credit balances to which you are entitled, any fully paid securities to which you are entitled, and any securities purchased on margin upon full payment of any indebtedness to LPL Financial.

Insured Cash Accounts (ICA) Cash in the ICA program is protected by the Federal Deposit Insurance Corporation (FDIC). LPL Financial allocates your money in the ICA program to banks listed in the Priority Bank List in increments up to $250,000 per depositor per depository institution ($500,000 for joint accounts) until your balance in the ICA program is allocated up to a total of $1,500,000 ($3,000,000 for joint accounts). Recent legislation permanently increased FDIC coverage to $250,000 per depositor per bank ($500,000 for joint account holders). More information on FDIC insurance is available on request, or by visiting the FDIC website at **www.fdic.gov.** LPL Financial is not a bank. Unless otherwise disclosed, securities and other investments obtained through LPL Financial ARE NOT FDIC INSURED, ARE NOT BANK GUARANTEED AND MAY LOSE VALUE.

Investment Risk LPL Financial is not a bank, savings and loan, or credit union. Securities and insurance offered through LPL and its affiliates are not FDIC, NCUA or government insured, not endorsed or guaranteed by LPL, its affiliates or any other financial institution, are not a deposit, and involve investment risk including possible loss of principal.

Investments Held Outside LPL Financial Information on investments Held Outside LPL is provided for informational purposes only. Values for investments not held in your LPL account are based on the market value of priced securities at the end of the statement period. Values for annuities reflect a pricing date approximately three business days prior to the statement date. Values for alternative investments such as Managed Futures and REITs (Real Estate Investment Trusts) reflect a pricing date three to five business days prior to the statement date, depending on the availability of the data. The account registration for investments held outside LPL may not be the same as the registration for the LPL account with which it is affiliated. For example, an outside investment with a joint registration may be reflected on an LPL account with an individual registration.

Margin Account If you use margin, this statement combines information about your investment account(s) and a special miscellaneous account maintained for you under Section 220.6 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the separate account required by Regulation T is available for your inspection upon request.

Money Market Funds Money market fund transactions, if any, are displayed chronologically. The 30-day yield for the fund is also reflected as of the statement date.

Municipal Material Disclosures Copies of any material disclosures for municipal bonds are available at www.emma.msrb.org. To obtain specific municipal bond information, enter the nine-digit CUSIP number in the Search field within the EMMA web site. If you do not have access to the Internet or would prefer a physical copy of the material disclosure, please contact your financial advisor. Additional municipal bond information that may be available on www.emma.msrb.org, includes, but is not limited to: advance refunding documents, continuing disclosures, including annual financial statements and notices of material events, real-time and historical trade data, daily market statistics and educational material.

N/A or "–" Data Information that displays as N/A or "–" is unavailable, missing or incomplete and is treated as zero when calculating account totals, market values and performance.

Open Orders Open Orders are transactions pending execution, i.e., purchase and/or sale orders that you have placed, but that have not been executed by the end of the statement period.

Option Clients Information on commissions and other charges incurred in connection with the execution of option transactions has been included in the confirmations of these transactions furnished to you. A summary of this information will be made available upon request. In accordance with the Option Agreement and Approval Form you signed, you must promptly advise the firm of any material change in your investment objectives or financial situation.

Order Routing Quarterly Order Routing information for equities and options can be found on LPL.com>Disclosure>SEC Disclosure. This information is also available upon request.

Payment for Order Flow LPL Financial acts as your agent and receives payment for order flow, the source and nature of which will be furnished to you upon written request.

Pricing Securities prices shown on this statement may vary from actual liquidation value. Prices shown should only be used as a general guide to portfolio value. We receive prices from various services, which are sometimes unable to provide timely information. Where pricing sources are not readily available, particularly on certain debt instruments including, but not limited to, bills, notes, bonds, banker's acceptances, certificates of deposit, or commercial paper, estimated prices may be generated by a matrix system or market driven pricing model, taking various factors into consideration. These prices may not be the actual price you would receive if you sold before the maturity of a certificate of deposit. The pricing of listed options takes into account the last closing price, as well as the current bid and offer prices. Where securities have not been priced, their values have not been included in the Portfolio Summary information at the beginning of this statement.

Principal If your broker-dealer is acting as principal in a transaction, your broker-dealer has sold to or bought from you the security, and may have received a profit from the transaction.

Purchase Cost Original cost including fees, commissions and less accrued interest of the quantity sold or redeemed. For transferred securities, this could be the purchase amount you or the former institution provided to us.* Purchase Cost may be adjusted to reflect corporate actions, such as stock splits, mergers, spin-offs or other events. N/A is displayed when the information is incomplete or missing and is treated as zero when calculating totals. **Transferred securities may not be included in Purchase Cost.*

Regulation All transactions are subject to the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market–and its clearing house, if any–where the transactions are executed, and of the Financial Industry Regulation Authority (FINRA).

Reinvestment The dollar amount of mutual fund distributions, money market fund income, or dividends on other securities shown on your statement may have been reinvested in additional shares. You will not receive confirmations for these reinvestment transactions. However, you may request information on these transactions by writing to LPL Financial. LPL will also, if requested, furnish you with the time of execution and the name of the person from whom your security was purchased.

Statement of Financial Condition LPL Financial's financial statement is available for inspection at our office. We will mail a copy to you upon written request.

Sweep Option Your account may provide for a daily sweep into an Insured Cash Account. If you have any questions about your sweep option, including rates or the depository institutions currently participating in the sweep option, or you would like to change your sweep option, please contact your financial advisor.

LPL Financial LLC is an affiliate of LPL Financial Holdings Inc.

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Purchase Date	Description	CUSIP	Price	Px to run new SSA (Sales Px)	Factor	Shares Owned	Current Face	Spends	Current Coupon	COC Return	Total Return	Factor (@ pur dt)	Curr. Face - Notional Amount (@ pur dt)	Notional Amount (current)	Market Value (@ pur dt)	Current Basis	Accrued Int	Annualized Cash-on-Cash Return (@ pur dt)	Annualized Cash-on-Cash Return (current)	Vintage	Original S and P	Class Coupon Rate (@ pur dt)	Class Coupon Rate (current)	Subordination, Current Percent (ex OC), Notes
2011-02-25	RALI 2004-QA4 M2	76110HZQ5	26,375	47,955	0,416113000	$1 500 000,00	$624 169,50	$299 317,65	3,3200%	6,9232%			$ 871 148,99		$ 229 765,55		$ 2 285,82	14,92%		2004	AAA	3,935%		Bullet proof, 2004 vintage, prin pay
2011-06-15	CXHE 2002-A MF2	152314EN6	45,250	82,273	0,335760000	3 451 000,00	$1 158 707,76	$953 300,48	6,5400%				$ 1 158 706,61		$ 524 314,74		$ 2 946,98	14,45%		2002	A	6,540%		2002 vintage, solid pay, prin protection, 9.2% growing subordination, 23% ROI.
2011-01-25	RAST 2003-A11 B3	45660NVF9	42,625	77,500	0,647112000	1 957 000,00	$1 266 398,18	$981 458,59	5,7500%				$ 1 333 551,29		$ 568 426,24		$ 5 111,95	13,49%		2003	AA	5,750%		Bullet proof, 2003 vintage, prin pay
2011-07-19	CBASS 2007-CB1 AF	1248MGAP9	46,563	84,659	0,941200000	2 500 000,00	$2 353 000,00	$1 992 028,41	5,6300%				$ 2 390 691,01		$ 1 113 165,50		$ 7 007,62	12,59%		2007	AAA	5,862%		Principal pay, pro rata bond, increasing OC at 4.1%.
2012-01-03	NAA 2005-AR5 1A2	65535VQM3	24,000	43,636	0,306483000	4 322 000,00	$1 324 619,53	$578 015,79	3,0360%			0,307049620	$ 1 327 068,46		$ 318 496,43		$ 218,11	12,33%		2005	AAA	2,960%		Solid performance, 40%+ total return, 7%+ subordination, curr. prin. pay.
2010-09-22	WFALT 2007-PA5 2A2	949922AU2	48,750	88,636	0,322720000	1 034 000,00	$333 692,48	$295 772,88	6,0000%				$ 579 787,91		$ 282 646,61		$ 2 029,26	12,31%		2007	AAA	6,000%		2.7%, Prin. Pay
2011-08-03	CBASS 2007-CB1 AF	1248MGAM6	48,375	87,955	0,969670000	2 500 000,00	$2 424 175,00	$2 132 172,10	5,6300%				$ 2 459 058,38		$ 1 189 569,49		$ 799,37	12,22%		2007	AAA	5,910%		Principal pay, pro rata bond, resilient to credit stress, 20+ return, increasing OC at 4.1%.
2011-06-13	CMLTI 2005-WF1 M1	17307GPG7	44,000	80,000	0,906572000	925 000,00	$838 579,10	$670 863,28	5,3300%				$ 838 578,96		$ 368 974,74		$ 1 489,88	12,11%		2005	AA	5,330%		Solid pay, principal protection, 10% growing subordination.
2011-05-04	RAST 2003-A4 B3	45660NPV1	47,500	86,364	0,550466000	1 925 000,00	$1 059 647,05	$915 149,73	5,7500%				$ 1 123 282,71		$ 533 559,29		$ 538,24	12,11%		2003	AAA	5,750%		Solid core bond, curr prinl pay, 2003 vintage, 2% subordination, 28% ROI
2010-06-02	BAFC 074T2 1A2	05953YAU5	46,750	85,000	0,573819000	2 000 000,00	$1 147 638,00	$975 492,30	5,5000%				$ 1 566 280,12		$ 732 235,96		$ 239,29	11,76%		2007	AAA	5,500%		1,71%
2011-07-22	WAMU 2004-AR14 B1	939336W66	27,500	50,000	0,931084000	2 797 000,00	$2 604 241,95	$1 302 120,97	2,4550%				$ 2 656 720,32		$ 730 598,09		$ 3 995,25	9,38%		2004	AAA	2,580%		2004 vintage, holds up against 6X loss model, floater w/ big upside, curr prin pay, 23% ROI.
2012-02-15	HMBT 2004-2 M2	43739EAM9	35,500	64,545	0,191407830	9 000 000,00	$1 722 670,47	$1 111 905,49	2,0900%			0,191407830	$ 1 722 670,47		$ 611 548,02		$ 1 433,28	4,02%		2004	A	1,426%		Solid performance, holds up in ABSIG model, 35%+ total return, '04 vintage, curr. prin. pay.
2011-12-14	CWL 2005-16 MV1	126670PH5	24,500	44,545	1,000000000	2 500 000,00	$2 500 000,00	$1 113 636,36	0,7360%			1,000000000	$ 2 500 000,00		$ 612 500,00		$ 946,33	2,86%		2005	AA	0,700%		Solid core bond, holds up in ABSIG model, exceptional total return, 38% subordination.
2011-04-19	GSAMP 2006-HE7 M2	36245EAG3	29,500	53,636	1,000000000	2 305 000,00	$2 305 000,00	$1 236 318,18	0,5840%				$ 2 305 000,00		$ 679 975,00		$ 776,85	1,86%		2006	AAA	0,552%		Purchased with HVMLT 0503 X2, blended COC return of 10.5% (ARM, big upside)
2011-10-26	CHEC 2004-1 M3	162765AF8	51,000	92,727	0,289657000	3 000 000,00	$868 971,00	$805 773,11	0,9940%				$ 903 745,08		$ 460 909,99		$ 23,72	1,85%		2004	AAA	0,945%		Solid "floater" with fast pre-pay of principal, and 20%+ total return. Bullet proof.
2011-01-23	PCHLT 2005-4 1A2	71085PDD2	59,750	91,923	0,236237000	4 675 000,00	$1 104 407,98	$1 015 205,79	0,5540%			0,236825420	$ 1 107 158,84		$ 661 527,41		$ 459,69	0,93%		2005	AAA	0,554%		Solid performance, 20%+ total return, 39%+ subordination, curr. prin. pay.
			41,6424	74,0552788		$46 391 000,00	$23 635 917,99	$16 378 531,11	3,8007%				$ 24 843 449,15		$ 9 618 213,04		$ 30 301,64	9,15%						

PLEASE CHECK AND UPDATE FOR FEB FACTOR!

PLEASE PROVIDE AN ISIN NUMBER.

PLEASE CONFIRM EUROCLEAR ELIGIBLE.

20% to Moderna

15% to Omniarch

10% to ABS

Flip bilaga 12 B

Purchase Date	Description	CUSIP	Price	Price to Fund IV	Px to run new SSA (Sales Px)	Factor	Shares Owned	Current Face	Spends	Current Coupon	COC Return	Total Return	Factor (@ pur dt)	Curr. Face - Notional Amount (@ pur dt)	Notional Amount (curre	Market Value (@ pur dt)	Current Basis	Accrued Int	Annualized Cash-on-Cash Return (@ pur dt)	Annualized Cash-on-Cash Return (current)	Vintage	Original S and P	Class Coupon Rate (@ pur dt)	Class Coupon Rate (current)	Subordination, Current Percent (ex OC), Notes
2011-06-15	CXHE 2002-A MF2	152314EN6	45,250	47,513	57,015	0,335760000	3 451 000,00	$1 158 707,76	$660 637,23	6,5400%				$ 1 158 706,61		$ 524 314,74		$ 2 946,98	14,45%		2002	A	6,540%		2002 vintage, solid pay, prin protection, 9.2% growing subordination, 23% ROI.
2011-01-25	RAST 2003-A11 B3	45660NVF9	42,625	44,756	53,708	0,647112000	1 957 000,00	$1 266 398,18	$680 150,80	5,7500%				$ 1 333 551,29		$ 568 426,24		$ 5 111,95	13,49%		2003	AA	5,750%		Bullet proof, 2003 vintage, prin pay
2011-07-19	CBASS 2007-CB1 AF	1248MGAP9	46,563	48,891	58,669	0,941200000	2 500 000,00	$2 353 000,00	$1 380 475,69	5,6300%				$ 2 390 691,01		$1 113 165,50		$ 7 007,62	12,59%		2007	AAA	5,862%		Principal pay, pro rata bond, increasing OC at 4.1%.
2012-01-03	NAA 2005-AR5 1A2	65535VQM3	24,000	25,200	30,240	0,306483000	4 322 000,00	$1 324 619,53	$400 564,94	3,0360%			0,307049620	$ 1 327 068,46		$ 318 496,43		$ 218,11	12,33%		2005	AAA	2,960%		Solid performance, 40%+ total return, 7%+ subordination, curr. prin. pay.
2010-09-22	WFALT 2007-PA5 2A2	949922AU2	48,750	51,188	61,425	0,322720000	1 034 000,00	$333 692,48	$204 970,61	6,0000%				$ 579 787,91		$ 282 646,61		$ 2 029,26	12,31%		2007	AAA	6,000%		2.7%, Prin. Pay
2011-08-03	CBASS 2007-CB1 AF	1248MGAM6	48,375	50,794	60,953	0,969670000	2 500 000,00	$2 424 175,00	$1 477 595,27	5,6300%				$ 2 459 058,38		$1 189 569,49		$ 799,37	12,22%		2007	AAA	5,910%		Principal pay, pro rata bond, resilient to credit stress, 20+ return, increasing OC at 4.1%.
2011-06-13	CMLTI 2005-WF1 M1	17307GPG7	44,000	46,200	55,440	0,906572000	925 000,00	$838 579,10	$464 908,25	5,3300%				$ 838 578,96		$ 368 974,74		$ 1 489,88	12,11%		2005	AA	5,330%		Solid pay, principal protection, 10% growing subordination.
2011-05-04	RAST 2003-A4 B3	45660NPV1	47,500	49,875	59,850	0,550466000	1 925 000,00	$1 059 647,05	$634 198,76	5,7500%				$ 1 123 282,71		$ 533 559,29		$ 538,24	12,11%		2003	AAA	5,750%		Solid core bond, curr prinl pay, 2003 vintage, 2% subordination, 28% ROI
2010-06-02	BAFC 074T2 1A2	05953YAU5	46,750	49,088	58,905	0,573819000	2 000 000,00	$1 147 638,00	$676 016,16	5,5000%				$ 1 566 280,12		$ 732 235,96		$ 239,29	11,76%		2007	AAA	5,500%		1,71%
2011-07-22	WAMU 2004-AR14 B2	939336W66	27,500	28,875	34,650	0,931084000	2 797 000,00	$2 604 241,95	$902 369,83	2,4550%				$ 2 656 720,32		$ 730 598,09		$ 3 995,25	9,38%		2004	AAA	2,580%		2004 vintage, holds up against 6X loss model, floater w/ big upside, curr prin pay, 23% ROI.
2012-02-15	HMBT 2004-2 M2	43739EAM9	35,500	37,275	44,730	0,191407830	9 000 000,00	$1 722 670,47	$770 550,50	2,0900%			0,191407830	$ 1 722 670,47		$ 611 548,02		$ 1 433,28	4,02%		2004	A	1,426%		Solid performance, holds up in ABSIG model, 35%+ total return, '04 vintage, curr. prin. pay.
2011-12-14	CWL 2005-16 MV1	126670PH5	24,500	25,725	30,870	1,000000000	2 500 000,00	$2 500 000,00	$771 750,00	0,7360%			1,000000000	$ 2 500 000,00		$ 612 500,00		$ 946,33	2,86%		2005	AA	0,700%		Solid core bond, holds up in ABSIG model, exceptional total return, 38% subordination.
2011-04-19	GSAMP 2006-HE7 M2	36245EAG3	29,500	30,975	37,170	1,000000000	2 305 000,00	$2 305 000,00	$856 768,50	0,5840%				$ 2 305 000,00		$ 679 975,00		$ 776,85	1,86%		2006	AAA	0,552%		Purchased with HVMLT 0503 X2, blended COC return of 10.5% (ARM, big upside)
2011-10-26	CHEC 2004-1 M3	162765AF8	51,000	53,550	64,260	0,289657000	3 000 000,00	$868 971,00	$558 400,76	0,9940%				$ 903 745,08		$ 460 909,99		$ 23,72	1,85%		2004	AAA	0,945%		Solid "floater" with fast pre-pay of principal, and 20%+ total return. Bullet proof.
2012-01-23	PCHLT 2005-4 1A2	71085PDD2	59,750	62,738	75,285	0,236237000	4 675 000,00	$1 104 407,98	$831 453,54	0,5540%			0,236825420	$ 1 107 158,84		$ 661 527,41		$ 459,69	0,93%		2005	AAA	0,554%		Solid performance, 20%+ total return, 39%+ subordination, curr. prin. pay.
			42,0160		52,6481591		$44 891 000,00	$23 011 748,49	$11 270 810,86	3,7726%				$ 23 972 300,16		$ 9 388 447,50		$ 28 015,82	9,00%						

PLEASE CHECK AND UPDATE FOR FEB FACTOR!
PLEASE PROVIDE AN ISIN NUMBER.
PLEASE CONFIRM EUROCLEAR ELIGIBLE.

10% to Moderna
5% to Omniarch
10% to ABS

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FW: PCHLT 2005-4 1A2

Alex Hendrickson [alex@aurigausallc.com]

Sent: Wednesday, August 08, 2012 10:23 AM
To: Mark Bishop

Alex Hendrickson
Managing Director
AURIGA USA, LLC
546 Fifth Ave, 9th Floor, New York, NY 10036
Ph: (646) 998-6430 M: (646) 303-5051
Email - Alex@aurigausallc.com

-----Original Message-----
From: Alex Hendrickson [mailto:alex@aurigausallc.com]
Sent: Wednesday, August 08, 2012 1:23 PM
To: 'Ulf Deckmark'; 'traction.backoffice@ws.se'
Subject: PCHLT 2005-4 1A2

Ulf - Auriga sells to the Traction High Yield Fund

Thank you very much for the trade..

Auriga Settlement Instructions:
EUROCLEAR #: 98730
- DTC INSTRUCTIONS: DTC #0443
- NSCC COMPARISONS: #0443 ("ARGA") (MPID has CHANGED)
- Physical Deliveries: NSCC/Envelope Participant #0443

ID CONFIRMS:
Institutional ID # 62900
Agent Bank # 00443

ID : 71085PDD2 *Trade Ticket* As of Date: 8/8/2012
TRDR/SLS : ALEX HENDRICKSON Settlement : 8/15/2012
SELLS : 4675 (M) ISSUER:PEOPLE'S CHOICE HOME LOAN
Security : PCHLT 2005-4 1A2 0.506%
Price : 77-08 Yield:13.886193 Yield to: 9/10/2014 at
Coupon : 0.506200% Prepay speed : 8.0 CPR Factor : 0.229782700

Notes :

{71085PDD2 MTGE DES <GO>}
ISIN: US71085PDD24

Principal	USD	829,845.86
Accrued	(21 days)	317.20
Transaction Costs		0.00
Total	USD	830,163.06

Miscellaneous Fields:

Original Face	: 4675 (M)	Current Face	: 1,074,234.12
Issue Date	: 10/26/05	Maturity Date	: 12/25/35
Average Life	: 2.07	Factor Date	: Jul12
Accrual Start Date	: 07/25/12	Accrual End Date	: 08/26/12
Next Payment Date	: 08/27/12	Delay	: 0 DAYS

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http://www.aurigausallc.com/disclaimer

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SAVE (2)

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FW: GSAMP 2003-HE1 M2

Alex Hendrickson [alex@aurigausallc.com]

Sent: Wednesday, August 08, 2012 10:23 AM
To: Mark Bishop

Alex Hendrickson
Managing Director
AURIGA USA, LLC
546 Fifth Ave, 9th Floor, New York, NY 10036
Ph: (646) 998-6430 M: (646) 303-5051
Email - Alex@aurigausallc.com

-----Original Message-----
From: Alex Hendrickson [mailto:alex@aurigausallc.com]
Sent: Wednesday, August 08, 2012 1:22 PM
To: 'Ulf Deckmark'; 'traction.backoffice@ws.se'
Subject: GSAMP 2003-HE1 M2

Ulf - Auriga sells to the Traction High Yield Fund

Thank you very much for the trade..

Auriga Settlement Instructions:
EUROCLEAR #: 98730
- DTC INSTRUCTIONS: DTC #0443
- NSCC COMPARISONS: #0443 ("ARGA") (MPID has CHANGED)
- Physical Deliveries: NSCC/Envelope Participant #0443

ID CONFIRMS:
Institutional ID # 62900
Agent Bank # 00443

ID : 36228FSV9 *Trade Ticket* As of Date: 8/8/2012
TRDR/SLS : ALEX HENDRICKSON Settlement : 8/15/2012
SELLS : 1200 (M) ISSUER:GSAMP TRUST
Security : GSAMP 2003-HE1 M2 3.09%
Price : 76-12 Yield:10.876043 Yield to: 8/27/2016 at
Coupon : 3.096750% Prepay speed : 10.0 CPR Factor : 0.115775794

Notes :

36228FSV9 MTGE DES <GO>}
ISIN: US36228FSV93

Principal	USD	106,108.52
Accrued	(26 days)	310.72
Transaction Costs		0.00
Total	USD	106,419.24

Miscellaneous Fields:

Original Face	: 1200 (M)	Current Face	: 138,930.95
Issue Date	: 05/28/03	Maturity Date	: 06/20/33
Average Life	: 4.03	Factor Date	: Jul12
Accrual Start Date	: 07/20/12	Accrual End Date	: 08/19/12
Next Payment Date	: 08/20/12	Delay	: 0 DAYS

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CWL 2005-16 MV1

Alex Hendrickson [alex@aurigausallc.com]

Sent: Wednesday, August 08, 2012 8:06 AM
To: Mark Bishop

Mark this work ?? these are the tickets produced by TOMS (Bloomberg trade system we use)

Ulf - Auriga sells to the Traction High Yield Fund

Thank you very much for the trade..

Auriga Settlement Instructions:
EUROCLEAR #: 98730
- DTC INSTRUCTIONS: DTC #0443
- NSCC COMPARISONS: #0443 ("ARGA") (MPID has CHANGED)
- Physical Deliveries: NSCC/Envelope Participant #0443

ID CONFIRMS:
Institutional ID # 62900
Agent Bank # 00443

```
TRDR/SLS    : ALEX HENDRICKSON                Settlement : 8/15/2012
SELLS       : 2500 (M)                           ISSUER:COUNTRYWIDE
ASSET-BACKED
Security    : CWL 2005-16 MV1 0.7062%
   Price    : 33             Yield:32.656554   Yield to: 5/30/2016  at
Coupon : 0.706200% Prepay speed :  15.0 CPR  Factor : 1.000000000

Notes :

                                                    {126670PH5    MTGE DES
<GO>}
Principal              USD          825,000.00
Accrued          ( 21 days)           1,029.88
Transaction Costs                         0.00
Total                  USD          826,029.88

Miscellaneous Fields:
Original Face       : 2500 (M)       Current Face : 2,500,000.00
Issue Date          : 12/28/05       Maturity Date : 05/25/36
Average Life        : 3.79             Factor Date : Jul12
Accrual Start Date  : 07/25/12   Accrual End Date : 08/26/12
Next Payment Date   : 08/27/12              Delay : 0 DAYS
```

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FW: CMLTI 2005-WF1 M1

Alex Hendrickson [alex@aurigausallc.com]

Sent: Wednesday, August 08, 2012 10:23 AM
To: Mark Bishop

Alex Hendrickson
Managing Director
AURIGA USA, LLC
546 Fifth Ave, 9th Floor, New York, NY 10036
Ph: (646) 998-6430 M: (646) 303-5051
Email - Alex@aurigausallc.com

-----Original Message-----
From: Alex Hendrickson [mailto:alex@aurigausallc.com]
Sent: Wednesday, August 08, 2012 1:20 PM
To: 'Ulf Deckmark'; 'traction.backoffice@ws.se'
Subject: CMLTI 2005-WF1 M1

Ulf - Auriga sells to the Traction High Yield Fund

Thank you very much for the trade..

Auriga Settlement Instructions:
EUROCLEAR #: 98730
- DTC INSTRUCTIONS: DTC #0443
- NSCC COMPARISONS: #0443 ("ARGA") (MPID has CHANGED)
- Physical Deliveries: NSCC/Envelope Participant #0443

ID CONFIRMS:
Institutional ID # 62900
Agent Bank # 00443

ID : 17307GPG7 *Trade Ticket* As of Date: 8/8/2012
TRDR/SLS : ALEX HENDRICKSON Settlement : 8/15/2012
SELLS : 925 (M) ISSUER:CITIGROUP MORTGAGE
LOAN T
Security : CMLTI 2005-WF1 M1 5.33%
Price : 58-16 Yield:12.166370 Yield to: 11/2/2024 at
Assumed coupon : 5.330000% Prepay speed : 10.0 HEP Factor : 0.906571850

Notes :

{17307GPG7 MTGE DES <GO>}
ISIN: US17307GPG72

Principal	USD	490,568.69
Accrued	(14 days)	1,738.19
Transaction Costs		0.00
Total	USD	492,306.88

Miscellaneous Fields:

Original Face	: 925 (M)	Current Face	: 838,578.96
Issue Date	: 02/01/05	Maturity Date	: 11/25/34
Average Life	: 12.21	Factor Date	: Jul12
Accrual Start Date	: 08/01/12	Accrual End Date	: 08/31/12
Next Payment Date	: 09/25/12	Delay	: 24 DAYS

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http://www.aurigausallc.com/disclaimer

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Cash Management

Print Single Wire Transfer

Ref #: 702136
Created by: ABS Investment Group LLC - 08/29/2013 11:46 am PDT
Approved by: ABS Investment Group LLC - 08/29/2013 11:47 am PDT

SENDER

Name: ABS Investment Group LLC
Tax ID #: 262119490
Address: 707 BROADWAY 18TH FLOOR
City: San Diego
State: California
ZIP/Postal Code: 92101
Phone Number: 6192360444

Account to Debit: Checking:*0070
Amount: $ $460,000.00
Submit date: 08/29/2013

BENEFICIARY

Beneficiary's Full Name: Vindsintressenterna i Stockholm AB
Beneficiary's Address 1: Norr Mälarstrand 82
Beneficiary's Address 2:
Beneficiary's City: Stockholm
Beneficiary's Region/State:
Beneficiary's Country: SWEDEN
ZIP/Postal Code: 112 35
Beneficiary's Account: IBAN SE6112000000013450150979
Special Instructions for the Beneficiary:

INTERMEDIARY INSTITUTION*(optional)*

If data is entered in a single field in this section all fields in this section become required.

Code Type:
Local Clearing Code:
Institution Name:
Institution Address:
Institution City:
Institution Region/State:
Institution Country:

BENEFICIARY INSTITUTION

Code Type: BIC/SWIFT Code DABASESX
Local Clearing Code:
Institution Name: Danske Bank
Institution Address: Normalmstorg 1
Institution City: Stockholm
Institution Region/State:
Institution Country SWEDEN
ZIP/Postal Code: S-103 92

Swedbank

2014-06-26

Optimus Fonder AB (tidigare firmaTraction Fonder AB)
Birger Jarlsgatan 32B
114 23 Stockholm

Uppsägning av avtal om förvaring enligt lag (2004:46 om investeringsfonder ("LIF")

Swedbank AB (publ) och Traction Fonder AB tecknade den 28 november 2011 ett avtal om förvaringsinstitutstjänster, nämligen "Avtal om förvaring enligt lag (2004:46 om investeringsfonder ("LIF")", vilket biläggs här.

Banken önskar nu säga upp avtalet i enlighet med dess punkt 18.1, det vill säga med iakttagande av en uppsägningstid om 60 dagar vilket Swedbank valt att förlänga till 90 dagar, att upphöra per den 1 oktober 2014.

Vi påminner om att samtliga upplupna avgifter och kostnader omedelbart är förfallna till betalning i enlighet med punkten 18.3 i avtalet.

Banken ber Er att skriftligen bekräfta denna uppsägning genom att låta behöriga firmatecknare underteckna uppsägningen. Vänligen sänd uppsägningen till följande adress:

Swedbank AB (publ)
Large Corporates & Institutions, Institutional Clients
Att. Katarina Friis
105 34 Stockholm

Med vänliga hälsningar,

Swedbank AB (publ), Large Corporates & Institutions

Undertecknande: _____ *Undertecknande:* _____
Namn: *Namn:*
Befattning: Ola Laurin *Befattning:* PER ASPEGREN

Swedbank AB (publ)
SE-105 34 Stockholm
Sweden

Besökare:
Landsvägen 40
172 63 Sundbyberg

Tel +46 8 585 918 00
Fax +46 8 700 85 56

Reg. Office
Stockholm,Sweden
Org.No 502017-7753

www.swedbank.se

Bekräftelse av mottagande och godkännande av uppsägning

Härmed bekräftar undertecknad(e) person(er) för Optimus Fonder ABs räkning mottagandet av och innehållet i denna uppsägning, daterad den 26 juni 2014 av Avtal om förvaring enligt lag (2004:46 om investeringsfonder ("LIF"), daterat den 28 november 2011.

Optimus Fonder AB

Undertecknande: _____	*Undertecknande:* _____
Namn:	*Namn:*
Befattning:	*Befattning:*

Bilaga
Avtal om förvaring enligt lag (2004:46 om investeringsfonder ("LIF"), daterat den 28 november 2011

Term Sheet

Final Terms and Conditions

3 Year USD Put Emerging Market Basket Call Warrant

Strictly Private and Confidential

Our Reference	TBD
Issuer	BNP Paribas Arbitrage Issuance BV
Issuer's Domicile	Herengracht 537 – 1017 BV Amsterdam – The Netherlands
Guarantor	BNP Paribas ("BNPP") **(A+ / A2 / A+)**
Guarantor's Domicile	16 boulevard des Italiens 75009 Paris France
Issue Type	Currency Warrant (European Style - Cash Settled)
Form	[Clearing System Global Warrant]
ISIN	NL0010866471
Common Code	109548456
Currency	USD
Issue Size	500 Warrants, 1 Warrant per Unit
Nominal Amount per Warrant (N)/Lot Size	USD 100,000
USD Issue Price per Warrant	USD 1,010.00
Minimum Trading Size	1 Warrant
Trade Date	30 July 2014
Strike Date	31 July 2014
Issue Date	11 August 2014
Valuation Date	31 July 2017
Settlement Currency Conversion Date	9 August 2017
Settlement Date	11 August 2017
Automatic Exercise	Applicable
Settlement	Cash Settlement in Units
Settlement Currency	SEK
Basket Performance	Means the performance determined by the Calculation Agent in accordance with the following formula: $1-\frac{1}{4}\sum_{i=1}^{4}\frac{FinalFixing\ \mathrm{Pr}\ ice_i}{InitialFixing\ \mathrm{Pr}\ ice_i}$ where, for these purposes, i = {USDINR, USDTRY, USDCNH, USDRUB}
Cash Settlement Amount	On exercise, the Issuer will pay the Holder the Cash Settlement Amount on the Settlement Date. The Cash Settlement Amount per Unit is equal to: Nominal Amount per Warrant x Max [0, Basket Performance] x USDSEK final
Initial Fixing Price	Means the Fixing Price for each Currency Pair. Such Initial Fixing Price will be determined by the Calculation on the Strike Date.
Final Fixing Price	Means the Fixing Price for each Currency Pair. Such Final Fixing Price will be determined by the Calculation on the Valuation Date

USDSEK final	USDSEK Fixing Rate on Settlement Currency Conversion Date
Currency Pair	Means each of USDINR, USDTRY, USDCNH and USDRUB
Fixing Price	Means the USDINR Fixing Price, USDTRY Fixing Price, USDCNH Fixing Price and USDRUB Fixing Price for each relevant Currency Pair
USDINR Fixing Price	The USDINR exchange rate will be calculated using the USDINR Reference Exchange Rate as published daily on the Reuters page "RBIB" at or around 12:30pm Mumbai time. Quoted in INR per USD.
USDTRY Fixing Price	The USDTRY Exchange Rate calculated as the cross rate between EURUSD and EURTRY Reference Exchange Rate as published daily on Reuters page "ECB37" at or around 2:15 pm Frankfurt time. USDTRY = EURTRY / EURUSD. Quoted in TRY per USD.
USDCNH Fixing Price	The USDCNH Fixing Rate as published on Reuters Page "CNHFIX=" at or around 11:15 am Hong Kong time. Quoted in CNH per USD.
USDRUB Fixing Price	The USDRUB exchange rate will be calculated using the USDRUB Reference Exchange Rate as published daily on the Reuters page "EMTA" at or around 1:00pm Moscow time. Quoted in RUB per USD.
USDSEK Fixing Rate	The USDSEK Exchange Rate calculated as the cross rate between EURUSD and EURSEK Reference Exchange Rate as published daily on Reuters page "ECB37" at or around 2:15 pm Frankfurt time. USDSEK = EURSEK / EURUSD. Quoted in SEK per USD.

Business Day Convention	Modified Following
Business Day for Payment	TARGET, Stockholm
Business Day for Fixing	TARGET, Frankfurt, Moscow, Mumbai, Hong Kong
Additional Disruption Events	Change in Law Hedging Disruption Increased Cost of Hedging
Listing	Luxembourg
Governing Law	English
Jurisdiction	The courts of England and Wales
Documentation	The Warrants will be issued under the Issuer's Note, Warrant and Certificate Programme, the terms of which are set out in a Bas Prospectus dated 3 June 2013 (as supplemented, amended or updated from time to time) (the "Base Prospectus") a copy of which is available from BNP Paribas on request. In order to evaluate the Warrants, it will be necessary for the investors to review the Base Prospectus and the Final Terms in respect of the Warrants in addition to this term sheet. It is intended that the Final Terms will supersede this term sheet once it is available. It is the investors' responsibility to review the Final Terms and other relevant documentation. In the event of any inconsistency between this term sheet and the Final Terms relating to the Warrants, the Final Terms will prevail.
Calculation Agent	BNP Paribas
Secondary Trading	No representation is made as to the existence of a market for the Warrants. While BNP Paribas will endeavour to make a secondary market during open business hours it may cease making repurchases at any time. Any such repurchases will be on such terms as it deems reasonable, based on market conditions at the time and on such other factors as BNP Paribas may determine. Assuming normal market conditions are prevailing then BNP Paribas will make a bid / offer spread on the Warrants of no greater than 0.50% (USD 5,00 per Warrant). If a secondary market is available, the price may be paid in SEK, subject to normal market conditions.
Fees/Discount	The reference to Issue Price is not an expression of market value and does not imply that transactions in the market will not be executed at prices above or below such Issuer Price to reflect prevailing market conditions. In connection with the offer and sale of the Warrants, the distributor will acquire the Warrants from the Issuer/Dealer at a discount to the Issue Price or at the Issue Price. If the distributor acquires the Warrants at the Issue Price, the Issuer/Dealer will pay to the distributor a distribution fee. Such amounts received by the distributor may be in addition to the brokerage cost/fee normally applied by the distributor. The purchaser acknowledges that such distribution fee may be retained by the distributor. Further information is available from the distributor on request.

Paying Agent	BNP Paribas Securities Services, Luxembourg Branch
Common Depositary	BNP Paribas Securities Services, Luxembourg Branch
Settlement	BNP Paribas will settle via Euroclear "99290"
Selling Restrictions	As set out in the Base Prospectus

Disclaimer

This term sheet contains a proposal in relation to certain securities (the "Securities") for discussion purposes only and unless otherwise stated is indicative only. The base prospectus (including any supplements thereto) (the "Base Prospectus") and final terms in relation to the Securities will supersede and prevail over any prior communications or materials relating to the terms of the Securities, including this term sheet. This term sheet does not constitute an offer or solicitation to buy or sell any security or otherwise to enter into any transaction. Neither BNP Paribas nor any of its affiliates (together, "BNP Paribas") gives any assurance that any transaction will be entered into on the basis of these terms and no specific issuer shall be obliged to issue any security or instrument on such terms. This document is not intended for any Retail Client, as defined in Directive 2004/39/EC ("MiFID") and the relevant implementing measures in any EU member state. The information contained herein is provided on a strictly confidential basis and it may not be copied, reproduced or otherwise distributed by any recipient, whether in whole or in part (other than to that recipient's professional advisers) without our prior written consent.

No action has been or will be taken in any jurisdiction that would, or is intended to, permit a public offering of the Securities. If you subscribe for the Securities once issued, these will be sold to you as principal and on the understanding that you will comply with all securities laws and public offer requirements in jurisdictions where you place or resell the Securities, including, without limitation, Directive 2003/71/EC (the "EU Prospective Directive") and the relevant implementing measures in any EU member state. As you may not be the only purchaser of the Securities from us, any public offer exemption relying on offers only being made to a restricted number of investors (classified by type or location as applicable) may not be available. In addition, the Securities may not be offered or sold in the United States or to U.S Persons (as defined in regulations under the U.S. Securities Act of 1933 or the U.S. Internal Revenue Code) at any time. The Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended, or the securities laws of any state in the United States, and are subject to U.S Tax requirements. In purchasing the Securities the purchaser represents and warrants that it is neither located in the United States nor a U.S. Person and that it is not purchasing for the account or benefit of any such person. The Securities may not be offered, sold, transferred or delivered without compliance with all applicable securities laws and regulations.

By agreeing to purchase any Securities once issued, each purchaser of Securities confirms that (i) it is acting as principal for its own account and has made its own independent decision as to whether or not to invest in the Securities and as to whether such Securities are appropriate, suitable and proper for it based upon its own judgment and any advice from accounting, tax, regulatory and/or other advisors as it has seen fit; (ii) it is not relying on any communication (written or oral, including the information and explanations provided in this term sheet or in any marketing material provided to it by BNP Paribas) (unless otherwise agreed in writing with BNP Paribas), and it has not received from BNP Paribas any assurance or guarantee as to the expected results of any investment in the Securities and it acknowledges that BNP Paribas owes no duty to it to exercise any judgement as to the merits or suitability of the Securities for it; (iii) it is capable of understanding and assessing the merits of an investment in and the value of the Securities (by itself or through independent professional advice, including in relation to all financial, legal, regulatory, accounting and tax aspects), and understands and accepts the terms, conditions and risks involved in an investment in the Securities and it is capable of assuming such risks; and (iv) it acknowledges that it is its responsibility to review the offering documentation relating to the Securities to ensure that such documentation is acceptable to it. In addition, by agreeing to purchase any Securities once issued, each purchaser undertakes that, in placing or reselling any of the Securities (a) it will comply with all relevant securities or other laws and regulations and public offer requirements in each relevant jurisdiction, including, without limitation, the EU Prospectus Directive and implementing legislation; (b) to the extent required by applicable law or regulation, it is solely responsible for determining whether any purchaser of any Securities from it is eligible to purchase such Securities and whether an investment in such Securities is appropriate and proper for such purchaser in the light of investor suitability considerations; (c) it will not hold itself out as agent or partner of BNP Paribas or any of its affiliates in relation to any such placement or resale; (d) in the event of onward sale of any Securities to any third party, it will deliver all information and documentation (including risk disclosures) which may be necessary and supply sufficient information in order for such third party to make an informed investment decision with respect to any investment in such Securities; and (e) it will not make any representations in relation to any Securities other than as specified in any related marketing materials prepared and/or approved by BNP Paribas.

Financial transactions such as a purchase of the Securities will involve various risks which may in each case include risks of variation in interest rates, exchange rates, correlation, default risk, indicators of creditworthiness or perceived creditworthiness of one or more underlying entities, and/or the prices or levels of securities, commodities, funds and/or indices and lack of liquidity – see the Risk Factors section (if any) of the supplement relating to the Securities and of the Base Prospectus for further details. The return on these Securities may be variable or contingent and any return anticipated by a purchaser of securities may, therefore, not be realised. In addition, the holder of the Securities will either be exposed to (i) the unsecured credit risk of the Issuer and, if applicable, any Guarantor; and/ or (ii) where the Issuer is a bankruptcy-remote special purpose entity, the credit risk of any collateral ring-fenced for the purposes of the Securities and that of any swap counterparty, custodian, guarantor or other entity on which the Issuer is relying in order to finance the scheduled cashflows on the Securities. Securities may, under their terms, be principal protected but this does not in and of itself alter or mitigate this credit risk and (unless otherwise stated) principal protection (i) only applies in respect of the nominal amount of the Securities, and (ii) only applies at maturity and hence any redemption prior to maturity may be at less than par. Where Securities are not, under their terms, principal protected, there is also a risk of partial or total loss of the principal amount of the Securities in accordance with their terms, and such Securities should therefore only be considered by persons who can withstand a loss of their entire investment. Further, where these Securities involve leverage, it must be recognised that whilst leverage presents opportunities to increase profit, it also has the effect of potentially increasing losses. Such losses may therefore significantly diminish the performance of the Securities in a relatively short time. There may not be any active or liquid secondary trading market for the Securities or any market at all. Accordingly, purchasers should note that it may not be possible to liquidate or sell the Securities for a substantial period of time, if at all, and if liquidated or sold, the amount realised from such liquidation or sale may be significantly less than the amount paid by the purchaser to purchase the Securities and/ or the present value of the expected cashflows of the Securities. Any reference to an Issue Price herein is not necessarily an expression of the market value of the Securities and the initial placement of the Securities (if issued) by any dealer may be executed at prices above or below such Issue Price.

In view of these risks, purchasers or potential purchasers of the Securities should have the requisite knowledge and experience to assess the characteristics and risks associated with the Securities. BNP Paribas will provide any additional information, reasonably requested by the purchaser or potential purchaser prior to purchase of the Securities, in order to enable it to assess the risks and characteristics of the Securities. However, no information will be provided by BNP Paribas with respect to any entity or the obligations of any entity referred to in this term sheet. In no circumstances shall BNP Paribas be obliged to disclose to investors any information which it has received on a confidential basis or the existence thereof. Accordingly, when the purchaser acquires the Securities, it will be deemed to understand and accept the terms, conditions and risks associated with it. Unless this document is stated to constitute a "final" or "dealing" term sheet, any prices or examples of possible structures contained herein are set out for illustrative purposes only and do not constitute any form of offer from BNP Paribas to trade on such terms or constitute an indication that it is possible to trade on those precise terms, and actual prices will depend on market conditions at the time the Securities are acquired. In addition, the Issuer reserves the right not to issue the Securities described herein in its sole discretion. BNP Paribas may (or may in the future) be long or short, or may have a financial interest in, any securities, loans or any other underlying asset described herein. Furthermore, BNP Paribas or its affiliates may face possible conflicts of interest in connection with certain duties to be carried out in respect of the Securities. Purchasers should ensure that they understand and accept the identities of such parties and the roles they play in relation to the Securities. It is also understood that all information given by BNP Paribas related to the terms and conditions of Securities shall not be considered investment advice or as a recommendation to acquire, hold, dispose of or otherwise deal in any Securities (unless otherwise agreed in writing by BNP Paribas). Any indicative price quotations, disclosure materials or analyses provided to you have been prepared on the basis of assumptions and parameters that reflect our good faith judgment or selection and, therefore, no guarantee is given as to the accuracy, completeness or reasonableness of any such quotations, disclosures or analyses. To the extent that any such information or analyses are based on information from public sources, such information has not been independently verified by BNP Paribas and is subject to change from time to time. BNP Paribas does not represent or warrant the accuracy of such information which may be incomplete or condensed. BNP Paribas will not assume any responsibility for the financial consequences of the purchaser acquiring and/or trading in the Securities described herein. The terms of this disclaimer shall not be amended except as agreed in writing by BNP Paribas.

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AFFIDAVIT OF J THOMAS EPPERSON

I, J Thomas Epperson, do solemnly swear as follows:

1. I am the accountant and personal friend of both Mark Bishop and Annika Olbin Bishop.

2. My date of birth is 23 November 1945.

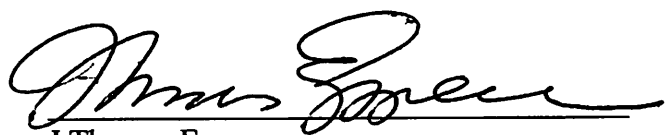
3. I live at 3620 Fifth Avenue, Corona Del Mar, CA 92625

4. I have known Annika Olbin Bishop for seven years, since 2009, and I have known Mark Bishop for 25 years, since 1991.

5. I am submitting this Affidavit per instructions of Form I-751 regarding my relationship with Annika Olbin Bishop since her conditional residence was granted and my personal knowledge of her marriage and relationship to Mark Bishop.

6. I personally know Annika Olbin Bishop and have been aware of the relationship between her and Mark Bishop. I know that they are very happy with each other and love each other very much. I have provided accounting services for Mark Bishop, both personally and corporately since 1991. I have known Annika Olbin Bishop since 2009 and have been with them both together during many social events.

On this 13th day of December, 2016, I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.



J Thomas Epperson

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 12/13/2016 before me, Susan D Duffy, Notary Public
(insert name and title of the officer)

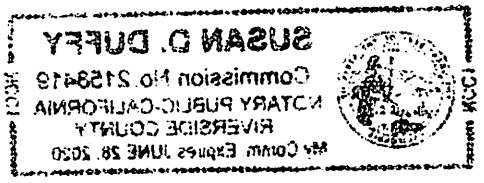
personally appeared J. THOMAS EPPERSON,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SUSAN D. DUFFY
Commission No. 2158419
NOTARY PUBLIC-CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires JUNE 28, 2020

Signature Susan D Duffy (Seal)


SUSAN D. DUFFY
Commission No. 2158419
NOTARY PUBLIC-CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires JUNE 28, 2020

EXCLUSIVITY AGREEMENT

THIS Agreement is made effective as of the 18th day of July, 2012.

BETWEEN:

ABSIG, LLC,
a limited liability company formed pursuant to the laws of the State of California,
located at 707 Broadway, 18th Floor, San Diego, CA 92101
("ABSIG")

-and-

SOLID VENTURE CAPITAL Ltd,
a corporation formed pursuant to the laws of the United Kingdom,
c/o Xenia Moloney, Barclays Business Manager, Barclays Business First Floor, 1250 High Road,
London, N20 0PB; with executive offices located at Hammarby Kaj 16, 12030 Stockholm, Sweden
("SOLID")

-and-

MARK BISHOP,
an individual
("Bishop")

-and-

CRAIG CHANG,
an individual
("Chang")

WHEREAS ABSIG is a corporation which is in the business of identifying, purchasing, selling, credit enhancing, and insuring various financial products in the United States, including, but not limited to, residential and commercial mortgage backed securities, and other asset-backed security products;

AND WHEREAS Bishop and Chang are the key principals of ABSIG;

AND WHEREAS SOLID, or subsidiaries or affiliates thereof, has agreed to solicit prospective investors and sell various financial products of ABSIG in Sweden and the rest of the European Union;

AND WHEREAS ABSIG or any of its subsidiaries or affiliates, Bishop and Chang (collectively the "ABSIG Parties") wish to grant to SOLID, its subsidiaries and affiliates, an exclusive right to provide information, solicit investors and sell various financial products and mortgage backed securities identified by the ABSIG Parties in the European Union;

NOW THEREFORE in consideration of the foregoing and the mutual covenants

contained herein, and for the payment of $10.00 from SOLID to the ABSIG Parties (together, the "Parties"), the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INTERPRETATION

1.1 All defined terms used herein have the following meanings:

(a) **"ABSIG Financial Products", or "Financial Products"** means all financial products identified or purchased by ABSIG, the ABSIG Parties or any affiliate thereof, in the United States, Canada, or elsewhere, and which, includes but is not limited to residential and commercial backed mortgage securities, and other asset-backed securities.

(b) **"Agreement"** means this Exclusivity Agreement between ABSIG, SOLID (its affiliates and subsidiaries), Bishop and Chang as amended from time to time.

(c) **"Business Day"** means any day of the year other than a Saturday, Sunday or any day on which major banks are closed for business in Sweden.

(d) **"Effective Date"** means the date on which this Agreement is executed.

(e) **"Parties"** means the ABSIG Parties, SOLID or its subsidiaries or affiliates, and **"Party"** means any one of them.

(f) **"Person"** means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, mist, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority at entity however designated or constituted

1.2 Any reference in this Agreement to gender includes all genders and words importing the singular number only shall include the plural and vice versa.

1.3 The division of this Agreement into Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

2. EXCLUSIVITY

2.1 SOLID directly or through its subsidiaries or affiliates shall have the exclusive right to contact, provide information and directly or indirectly solicit and sell third party investors (the "Investors") the right to participate in ABSIG Financial Products in the European Union (the "Exclusivity").

2.2 The Exclusivity shall also include the ability of SOLID, its subsidiaries or affiliates, to invest money of SOLID, whether received by way of compounding the Remuneration or not, into ABSIG Financial Products.

2.3 SOLID, directly or through its subsidiaries or affiliates, shall receive a percentage of the gross profits received by Investors, a syndication fee or other remuneration as a result of the Exclusivity, which may be negotiated from time to time between SOLID and ABSIG for each of the ABSIG Financial Products (the "Remuneration").

2.4 In consideration of the Exclusivity, the ABSIG Parties shall receive a percentage of the gross profits received by Investors, which may be negotiated from time to time by the ABSIG Parties and SOLID, or its subsidiaries or affiliates.

3. REMUNERATION

3.1 Remuneration is anticipated to consist of (a) up front fees, (b) management income, (c) excess interest income, and (d) Financial Products asset appreciation.

(a) Up front fees to SOLID shall be sized at fifteen percent (15%) of invested capital, paid as directed by SOLID within five (5) business days, by ABSIG. Up front fees to ABSIG shall be sized at one to two and one-half percent (1% - 2.5%), depending on the economics of each Financial Product, and making sure that the goals of the fund are met.

(b) Any brokerage fees obtained by ABSIG shall be split 50/50 between ABSIG and SOLID.

(c) Remuneration on Financial Products may be modified depending on the economics of each Financial Product and the goals of the Parties, only with mutual agreement of the Parties.

(d) Financial Product asset appreciation will belong to the fund where the Financial Products are managed.

4. EXCLUSIVITY TERM

4.1 SOLID shall have the Exclusivity from the Effective Date for a period of five (5) years (the "Exclusivity Term").

4.2 This Agreement shall be extended beyond the Exclusivity Term for consecutive renewal periods of one (1) year, unless terminated by SOLID, in its sole discretion, and provided that SOLID has not committed a breach of this Agreement as is more particularly set forth in Section 9.1 herein (the "Renewal Terms").

5. ABSIG COVENANTS

5.1 During the Exclusivity Term, the ABSIG Parties, jointly and severally covenant and agree that they shall support SOLID's Exclusivity by providing and supplying all reasonable information, knowledge and experience in the possession of ABSIG with respect to the ABSIG Financial Products, including but not limited to:

(a) supplying content for marketing materials, offering memorandums, due diligence, executive approvals, statements, trust reports, mark-to-market reports, and other documentation necessary or desirable to sell, manage, maintain, etc, financial products;

(b) providing expertise, services and business direction as requested by SOLID to facilitate the sale of ABSIG Financial Products; and

(c) providing expertise and information directly to potential investors to facilitate the sale of ABSIG Financial Products.

6. SOLID COVENANTS

6.1 SOLID covenants and agrees to utilize its best efforts to undertake and perform the terms and conditions of this Agreement and to sell the ABSIG Financial Products.

7. NON-SOLICITATION

7.1 The ABSIG Parties covenant, on their own behalf and on behalf of their respective affiliates, associates, shareholders and partners, to and with SOLID, its subsidiaries and affiliates, that during the Exclusivity Term, they shall not, other than in the United States and mainland China, on their own behalf or on behalf of or in connection with any other Person, directly or indirectly, in any capacity whatsoever:

(a) solicit or accept an agreement or other similar documentation for the purchase of an ABSIG Financial Product from any Person except from SOLID or its subsidiaries or affiliates; or

(b) issue ABSIG Financial Products to any Person other than pursuant to the Exclusivity with SOLID, its subsidiaries or affiliates.

8. REPRESENTATIONS AND WARRANTIES OF ABSIG

8.1 The ABSIG Parties jointly and severally represent and warrant to SOLID, and its subsidiaries and affiliates, that:

(a) it is a limited liability corporation duly incorporated and organized and validly subsisting and in good standing under the laws of the State of California and has taken no steps to dissolve, wind up or otherwise liquidate;

(b) there are no other agreements between the ABSIG Parties and other parties which are capable of becoming an agreement to provide or sell the ABSIG Financial Products in the European Union;

(c) neither the entering into of this Agreement nor the performance of same by the ABSIG Parties violates or will violate any agreement, document or instrument to which they are a party or any law, regulation, rule, order, judgment, bylaw or ordinance of any jurisdiction, regulatory body, authority or instrumentality binding the ABSIG Parties;

(d) there is not any action, proceeding, suit or governmental investigation in progress or pending or threatened which may have an adverse effect on ABSIG;

(e) all necessary corporate procedures and actions have been taken by ABSIG and all necessary consents and approvals have been obtained by ABSIG to authorize the execution and delivery and performance of this Agreement;

9. REPRESENTATIONS AND WARRANTIES OF SOLID

9.1 SOLID represents and warrants to the ABSIG Parties that:

(a) SOLID is a corporation duly incorporated and organized and validly subsisting and in good standing under the laws of Sweden and has taken no steps to dissolve, wind up or otherwise liquidate;

(b) neither the entering into of this Agreement nor the performance of same by SOLID violates or will violate any agreement, document or instrument to which SOLID is a party or any law, regulation, rule, order, judgment, bylaw or ordinance of any jurisdiction, regulatory body, authority or instrumentality binding SOLID;

(c) there is not any action, proceeding, suit or governmental investigation in progress or pending or threatened which may have an adverse effect on the SOLID, its subsidiaries or affiliates;

(d) all necessary corporate procedures and actions have been taken by SOLID and all necessary consents and approvals have been obtained by SOLID to authorize the execution and delivery and performance of this Agreement;

10. TERMINATION

10.1 This Agreement may be terminated by either Party by provision of written notice to the other Party if any of the following occurs:

(a) if either Party commits a material breach of any of its obligations pursuant to this Agreement which is capable of remedy and the breaching Party fails to remedy such breach within thirty (30) Business Days after receipt of written notice from the other party of such breach;

(b) if either Party ceases its business activities relating to the Exclusivity or takes actions which shall result in the cessation of its business activities;

(c) if either Party is placed in receivership or undergoes liquidation and dissolution.

10.2 Termination of this Agreement for any cause whatsoever shall not relieve either Party of any liability which at the time of termination has already occurred and accrued to the Party or which may thereafter accrue to the Party in respect of any act or omission prior to such termination.

11. INDEMNIFICATION AND REMEDIES

11.1 The ABSIG Parties shall, jointly and severally, indemnity and save SOLID, and its subsidiaries and affiliates harmless of and from any claim, demand, action, cause of action, judgment loss, liability, damage or expense suffered by, imposed upon or asserted against SOLID, its subsidiaries or affiliates as a result of, in connection with or arising out of any material violation, contravention or breach of this Agreement by the ABSIG Parties.

11.2 In the event of material violation, contravention or breach of this Agreement by any of the ABSIG Parties , the ABSIG Parties acknowledges that SOLID, or its subsidiaries and affiliates, shall be entitled to both temporary and permanent injunctive relief. The right of SOLID, its subsidiaries or affiliates to injunctive relief shall be in addition to any and all other remedies available to them and shall not be construed to prevent either of them from pursuing, either consecutively or concurrently, any and all other legal or equitable remedies available to them including the recovery of monetary damages.

12. GENERAL

12.1 Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person or transmitted by telecopy or similar means of recorded electronic communication, addressed as follows:

(a) in the case of ABSIG, its affiliates or Mark Bishop to

Attention:	Mark Bishop
Facsimile:	949.861.6261
email:	mbishop@absig.com
Mobile:	+1 949 678 9574
	+46 709 93 35 38

(b) in the case of SOLID to:

Attention:	Emil Amir Ingmanson
email:	emil@solidequity.se
Office:	+46 851 72 07 00
Mobile:	+46 703 97 81 00

12.2 Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if not delivered or transmitted during usual business hours or if such day is not a Business Day at the place of receipt, on the next following Business Day). A Party may change its address for service from time to time by giving notice to the other Parties in accordance with the foregoing.

12.3 Intentionally omitted.

12.4 This Agreement may only be amended or otherwise modified by written agreement executed by all of the Parties.

12.5 This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties in such connection. There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the parties in connection with the subject-matter of this Agreement except as specifically set out herein.

12.6 This Agreement shall become effective when executed by the Parties and after that time shall be binding upon and entire to the benefit of the Parties and their respective heirs, executors, administrators and successors and permitted assigns. The benefits under this Agreement shall not be assignable by any Party except with the written consent of the other Party.

12.7 Any covenant or provision which is or becomes illegal, invalid or unenforceable shall be severed from this Agreement and be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions of this Agreement which shall remain in full force and effect, the intention of the Parties being to provide for the legitimate and reasonable protection of the interests of SOLID by providing, without limitation, for the broadest scope, the longest duration and the widest territory allowable by law.

12.8 The previsions of this Agreement shall be governed by and construed in accordance with the laws of Sweden applicable therein (excluding any conflict of law, rule or principle that would result in the application of the laws of another jurisdiction).

12.9 This Agreement may be executed in any number of counterparts, including by way of electronic transmission, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

12.10 If at any time a dispute or disagreement arises out of the performance or the interpretation of this Agreement or any of the rights, duties, obligations or liabilities of the parties pursuant to this Agreement, such dispute shall be promptly and finally resolved between the parties by arbitration proceedings conducted in Sweden. An arbitration award shall be final and binding upon the parties and shall not be subject to appeal. The costs of arbitration proceedings, including solicitor and his own client fees, and any other costs in preparation of the case, shall be borne by the parties in such proportion and manner as provided for in the arbitration award.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF this Agreement has been made by the Parties as of the date first written above.

ABSIG LLC:

By: _____
Mark Bishop

By: _____
Craig Chang

and;

SOLID VENTURE CAPITAL Ltd:

By: _____
Emil Amir Ingmanson

By: _____
Afram Gergeo

Traction Fonder AB

ADRESS	Biblioteksgatan 3 111 46 STOCKHOLM
TELEFON	08-20 74 80
KATEGORI	Fondbolag
ORGANISATIONSNUMMER	556673-5758
FI INSTITUTNUMMER	058147

TILLSTÅND

- 2005-11-28 Tillstånd till fondverks. enl. lagen om investeringsfonder

FONDINNEHAV

Namn	**FI institutnummer**
Specialfond	
Traction Global Value	060380
Traction SmallCap	060226
Traction Yield	060154

Traction Yield

ADRESS

TELEFON

KATEGORI Specialfond

ORGANISATIONSNUMMER 515602-1460

FI INSTITUTNUMMER 060154

TILLSTÅND

- 2006-12-01 Godkända fondbestämmelser enl. lagen om investeringsfonder
- 2006-12-21 Godkända fondbestämmelser enl. lagen om investeringsfonder
- 2007-11-16 Godkända fondbestämmelser enl. lagen om investeringsfonder
- 2008-04-16 Godkända fondbestämmelser enl. lagen om investeringsfonder
- 2008-12-19 Godkända fondbestämmelser enl. lagen om investeringsfonder
- 2010-06-18 Godkända fondbestämmelser enl. lagen om investeringsfonder
- 2010-12-15 Godkända fondbestämmelser enl. lagen om investeringsfonder

FONDBOLAG

- Traction Fonder AB

Traction SmallCap

ADRESS

TELEFON

KATEGORI Specialfond

ORGANISATIONSNUMMER 515602-2252

FI INSTITUTNUMMER 060226

TILLSTÅND

- 2007-09-14 Godkända fondbestämmelser enl. lagen om investeringsfonder
- 2008-11-26 Godkända fondbestämmelser enl. lagen om investeringsfonder
- 2009-02-10 Godkända fondbestämmelser enl. lagen om investeringsfonder
- 2010-09-18 Godkända fondbestämmelser enl. lagen om investeringsfonder
- 2010-12-16 Godkända fondbestämmelser enl. lagen om investeringsfonder

FONDBOLAG

- Traction Fonder AB

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of the first (1st) day of July 2013, ("Effective Date") by and between Positiv Pension (the "Seller" and/or the "Company"); and Strategi Placering AB (the "Purchaser"). Seller and Purchaser are sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. The purpose of this Agreement is to provide the terms and conditions upon which Purchaser will purchase the call center and Clients from the Seller.

Positiv Pension i Sverige AB, 556791-9856, (the "Company") with a registered share capital of SEK 102,000 divided into 1,020 shares (the "Shares"). The Seller owns all of the Shares. The Seller has agreed to sell to the Purchaser all of the Clients in the Company and transfer its right, title, interest and obligations with respect to Clients to the Purchaser, and the Purchaser has agreed to purchase all of the Clients in the Company from the Seller, and additionally assume all right, title, interest and obligations with respect to the Clients. Client(s) means client owned by the Company, verified by personal numbers and PIN-codes on or before Closing Date.

NOW, THEREFORE, FOR A VALUABLE CONSIDERATION, including the mutual agreements contained herein, the Parties do hereby agree as follows:

1. Definitions. Except as otherwise expressly provided herein or unless the context otherwise requires, the following terms, for all purposes of this Agreement, shall have the following respective meanings hereinafter specified:

"Affiliate" means a Person, directly or indirectly, under the control of, controlled by or under common control with another Person.

"Assets" means Clients owned by the Company, verified by personal numbers and PIN-codes on or before Closing Date.

"Assumed Liabilities" means those Liabilities of Seller assumed at Closing by Purchaser and which are limited to the Liabilities of Seller with respect to the Clients.

"Books and Records" has the meaning set forth in the definition of Assets.

"Client(s)" has the meaning of Clients owned by the Company, verified by personal numbers and PIN-codes on or before Closing Date.

"Closing" means the consummation of the transactions contemplated by this Agreement, but not later than July 1, 2013.

"Closing Date" means July, 1 2013.

"Employment Agreements" means any agreement, understanding or contract with any Person to which Seller is a party relating to employment, non-competition, management, agency or consulting.

"Governmental Body" means any federal, state, provincial, municipal or other governmental department, commission, board, bureau, authority, court, agency or instrumentality, domestic or foreign.

"Indebtedness" means with respect to any Person, (a) all obligations of such Person for borrowed money, or with respect to deposits or advances of any kind (including amounts by reason of overdrafts and the face amount and all unreimbursed obligations under letters of credit), (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person, (d) all obligations of such Person issued or assumed as the deferred purchase price of property or services (other than accounts payable to creditors for goods and services incurred in the ordinary course of business), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Encumbrance on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (f) all obligations of such Person under leases required to be accounted for as capital leases under GAAP and (g) all guarantees by such Person.

"Intellectual Property" has the meaning set forth in the definition of Assets.

"Knowledge" means with respect to each party (i.e., Seller and Purchaser) any Person who had an actual working relationship with and/or actual knowledge of the Business and the transactions/matters to which such Knowledge applies or such knowledge as should have put such person on notice of any fact or claim.

"Laws" means statutes, rules, regulations and ordinances of any Governmental Body and the case law determined by appellate courts in applicable jurisdictions.

"Liability" or ***"Liabilities"*** means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including Indebtedness and liability for Taxes.

"Material Adverse Effect" means a materially adverse effect on the Business, customers, assets, operations, properties or condition, financial or otherwise, of the Person to which it refers, taken as a whole, other than changes that may affect the mortgage industry generally.

"Order" means any order, writ, injunction, decree, judgment, award, determination, direction or demand of a Governmental Body.

"Permitted Encumbrances" means Encumbrances that (i) arise out of Taxes not in default and payable without penalty or interest or the validity of which is being contested in good faith by appropriate proceedings, (ii) are mechanics', carriers', workers', repairmens', or other similar liens that do not, individually or in the aggregate, exceed $1,000.00, (iii) do not have a Material Adverse Effect, or (iv) are scheduled on Schedule 1(d) attached hereto.

"Person" means any natural person, corporation, limited liability company, partnership, unincorporated association, firm, trust or other entity.

"Purchase Price" has the meaning set forth in Section 2.

"Taxes" means all types of taxes of any kind, including, without limitation, income, franchise, gross receipt, transfer, value added, sales, use, wage and/or employment or unemployment, excise, disability, real and personal property, superfund, capital or other taxes, levies, imports, duties, license and registration fees, assessments and governmental charges of any nature whatsoever relating to or in lieu of any of the foregoing, together with any interest, penalties, fines, assessments and deficiencies related thereto.

2. <u>Purchase Price.</u>

(a) "Purchase Price" is defined generally as the sum of four quarterly promissory notes ("Notes") issued closest to July 31, 2013, as defined below times four. Thus, by way of example (and not by way of commitment, warranty or representation), if those four notes are Ten Million SEK (SEK 10,000,000.00), the Purchase Price is Forty Million SEK (SEK 40,000,000.00).

As each Note is executed and delivered to Seller, Seller is obligated to cancel and deliver back to Purchaser each such Note which relates to any calendar quarter of Seller prior to the periods represented in the four most recent such notes.

Thus, the Purchase Price is calculated as follows:

Within ninety (90) days after July 31, 2013, Buyer will submit to Seller a schedule of Clients for the previous three (3) month calendar period of 2013 prepared by a certified public accounting firm. That schedule balance is multiplied by 2.00% ("Aggregate Amount"). A Payment will be made in the form of a note by Buyer totaling one-fourth (0.25%) of the Aggregate Amount, and will be delivered to Seller ("Payment 1"). Within forty-five (45) days after October 31, 2013, Buyer will submit to Seller a Payment in the from of a note by Buyer in an amount equal to "Payment 1" ("Payment 2"). Within forty-five (45) days after January 31, 2014, Buyer will submit to Seller a Payment in the from of a note by Buyer in an amount equal to "Payment 1" ("Payment

3"). Within forty-five (45) days after April 30, 2014, Buyer will submit to Seller a Payment in the from of a note by Buyer in an amount equal to "Payment 1" ("Payment 4"). All notes relating to Payments to Seller will have due dates on July 31, 2014.

(b) **No Liabilities.** Notwithstanding anything contained in this Agreement to the contrary, Purchaser shall not assume or become liable for any Liabilities of Seller.

5.10 Closing. The Closing shall take place at the offices of Purchaser on Closing Date, or at such other place as the Parties may mutually agree. All documents and consideration shall be exchanged between the parties on that date.

5.11 Post Closing Obligations.

(a) Seller will cooperate with Purchaser in regard to Clients. In conjunction therewith, Seller will deliver to Purchaser at the Closing all documents required after the Closing to complete the transfer of Clients.

3. Representations, Warranties and Covenants of Seller and Interest Holder.

Seller hereby represents, warrants and covenants that the statements contained in this Section 6 are correct as of the date of this Agreement and will be correct as of the Closing.

(a) Organization. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of Sweden. Seller has all requisite power and authority to own its Assets, and perform its obligations hereunder.

(b) Enforceable Obligation. The execution, delivery and performance of this Agreement and all instruments and documents to be delivered by Seller hereunder, (i) are within the power and authority of Seller, (ii) do not require the consent or approval of, or filing, registration or qualification with, any Governmental Body or any other Person other than as otherwise provided herein, (iii) will not conflict with, result in the breach of, or constitute a Default under, any of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of Seller, (iv) will not violate any Laws or Orders of any Governmental Body, (v) will not conflict with, result in the breach of, or constitute a Default under any material indenture, mortgage, deed of trust, lease, agreement, contract, license or other instrument to which Seller is a party or by which it or any of its property is bound and (vi) will not result in the creation or imposition of any Encumbrance upon any property of Seller, other than as contemplated by this Agreement and the documents executed in connection with the transactions contemplated hereby, provided that if the loss arises as a result of a breach of any warranty in part (iv), (v) or (vi) hereof, there shall not be deemed to be a Default if the breach did not result in a Material Adverse Effect.

7. Representations, Warranties and Covenants of Purchaser. Purchaser represents, warrants and covenants to Seller that the statements contained in this Section 7 are correct and complete as of the date of this Agreement and shall be correct and complete as of the Closing.

(a) Organization and Authorization. Purchaser is a corporation duly organized and validly existing and in good standing under the laws of Hong Kong and has all requisite power and authority to enter into this Agreement and the agreements contemplated hereunder and to consummate the transactions contemplated hereby.

(b) Transactions are Legal and Authorized; Enforceable Obligation. The execution, delivery and performance of this Agreement and all other instruments and documents contemplated hereunder to be executed by the Purchaser and the compliance with all the provisions hereof and thereof are within the power and authority of Purchaser. This Agreement to which Purchaser is a signatory have been duly authorized, executed and delivered by Purchaser as the case may be, and constitute the legal, valid and binding obligations of Purchaser, enforceable in accordance with their terms.

13. Indemnification.

(a) Indemnification by Seller. Seller shall indemnify and hold harmless Purchaser from and against, the entirety of any costs, fees, Liabilities, Taxes, charges, claims, expenses and damages, including reasonable legal fees and expenses (both those incurred in connection with the defense or prosecution of the indemnifiable claim and those incurred in connection with the enforcement of this provision) and reasonable costs of investigation, actually incurred or as and actually paid by Purchaser or any of its respective subsidiaries or Affiliates, or any of its respective officers, directors or employees (collectively, "Purchaser Losses") as a result of:

(i) any misrepresentation contained in or breach of or failure to perform any of Seller's representations, warranties, covenants or agreements contained in this Agreement or in any agreement, certification, schedule, exhibit or writing delivered pursuant hereto, or in connection herewith

(ii) the purchase, ownership, use, distribution or other transfer related to the assets retained by Seller or liabilities other than the Assumed Liabilities;

(iii) any and all actions, suits, proceedings, claims or demands incident to any of the foregoing or such indemnifications.

(b) Indemnification by Purchaser. Purchaser agrees to indemnify and hold harmless the Seller from and against, without duplication, all costs, fees, Liabilities, Taxes, charges, claims, expenses and damages, including reasonable legal fees and expenses (both those incurred in connection with the defense or prosecution of the indemnifiable claim and those incurred in connection with the enforcement of this provision) and reasonable costs of investigation, as and actually incurred or as and actually paid by Seller (collectively, "Seller Losses") as a result of:

(i) any misrepresentation contained in or breach of or failure to perform any of Purchaser's representations, warranties, covenants or agreements contained herein or in any agreement, certification, schedule, exhibit or writing

delivered by it pursuant hereto, or in connection herewith;

(ii) any and all actions, suits, proceedings, claims or demands incident to any of the foregoing or such indemnifications.

Purchaser Losses and Seller Losses are referred to collectively as "Losses." Purchaser Covered Actions and Seller Covered Actions are referred to collectively as "Covered Actions."

(c) Loss Indemnity Procedure.

(i) Upon learning of the commencement of a Covered Action or the actual receipt by the Party claiming a right of indemnification (the "Indemnified Party") of information relating to the purported existence of facts or circumstances which could result in the commencement of a Covered Action or other incurrence of Loss, the Indemnified Party shall promptly, but no later than ten (10) working days after learning of such commencement or receipt, give written notice thereof, with reasonable specificity of the facts as then known, to the Party or Parties having the indemnification obligation (the "Indemnifying Party" without regard to number) provided, however, failure to give timely notice shall not release the Indemnifying Party of its obligations hereunder except, and only, to the extent the Indemnifying Party suffers actual prejudice as a proximate result of such failure.

(ii) The Indemnifying Party shall have the right to assume the defense of any' such Covered Action by giving written notice (the "Assumption Notice") to the Indemnified Party within ten (10) working days after notice is given pursuant to Subsection (c)(i) above, which Assumption Notice shall state that (A) it agrees that the claimant is entitled to indemnification hereunder and that any resulting Loss is a Purchaser Loss or a Seller Loss, as the case may be, for which it is or they are liable; and (B) it agrees to assume the defense thereof in the name and on behalf of the Indemnified Party with counsel reasonably satisfactory to the Indemnified Party, in either event at the sole cost and expense of the Indemnifying Party; provided, however, (1) all such costs and expenses of the foregoing counsel, if not paid by the Indemnifying Party and instead paid by the Indemnified Party shall be Losses indemnifiable by the Indemnifying Party under Section 13(a) or (b), as the case may be, (2) the Indemnified Party, notwithstanding the timely delivery of an Assumption Notice, may participate in such Covered Action through counsel separately selected and paid for by the Indemnified Party, and (3) if no Assumption Notice is timely given, or despite the giving of the Assumption Notice the defendants in any Covered Action include both the Indemnified Party and the Indemnifying Party, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to those available to the Indemnifying Party, or if there is a conflict of interest which would prevent counsel for the Indemnifying Party from also representing the Indemnified Party, the Indemnified Party shall have the right to select one separate counsel to conduct the defense of

such action on its behalf, and all such costs and expenses shall be paid by the Indemnifying Party and, if paid by the Indemnified Party, shall be Losses under Section 13(a) or (b), as the case may be. The Indemnified Party may take such action with respect to a Covered Action as it may deem appropriate to protect against further damage or default, including obtaining an extension of time to answer the complaint or other pleading or filing an answer thereto.

(iii) Where Seller is the Indemnifying Party, Seller shall not consent to the entry of any judgment or enter into any settlement without the prior written consent of Purchaser, which shall not be unreasonably withheld or delayed. Where Purchaser is the Indemnifying Party, Purchaser shall not consent to the entry of any judgment or enter into any settlement without the written consent of Seller, which shall not be unreasonably withheld or delayed.

(d) Remedies. The sole and exclusive remedies of both Purchaser and Seller hereunder or otherwise in connection with the transactions contemplated by this Agreement shall be the remedies set forth in this Section 13.

14. Confidentiality; Public Announcements. No Party hereto shall issue any press release or announcement, or make any reference to the Closing or to the transactions contemplated hereby to any third Person prior to the Closing without the prior written consent of the other Party hereto. Both Parties shall coordinate the announcement of the Closing, as to both the manner and content thereof.

15. Intermediaries. No broker or finder has been involved in this transaction. Therefore, each party warrants and represents to the other that no broker's or finder's fee has been incurred as a result of the activities of the respective party hereto making the warranty.

16. Notices.

(a) All notices and other communications hereunder shall be in writing and shall be given by delivery in person, facsimile or other standard form of telecommunications, by overnight courier, or by registered or certified mail, return receipt requested to the Parties at their respective addresses set forth below:

If to Purchaser:

Strategi Placering
Lennart Johansson, Chairman
Hammarby Kaj 16
12030 Stockholm, Sweden
Tel: +46 851 720 700

If to Seller:

Crown Brand Corporation Limited
I-Ming Lee, Chairman
Rooms 05-15, 13A/F, South Tower
World Finance Centre, Harbour City
17 Canton Road, Tsim Sha Tsui, Kowloon, HK
Tel: (_____) _____

Fax: (_____) _____

17. Miscellaneous.

(a) Rights Confined to Parties. Nothing expressed or implied herein is intended or shall be construed to confer upon or give to any Person, other than the Parties hereto, and their respective heirs, executors, administrators, successors and assigns as permitted hereunder, any right, remedy, or claim under or by reason of this Agreement or of any term, covenant, or condition hereto, and all the terms, covenants, conditions, promises, and agreements contained herein shall be for the sole and exclusive benefit of the Parties hereto and their successors and assigns as permitted hereunder. There is no third party beneficiary of this Agreement.

(b) Survival. Except as otherwise specifically provided herein, all representations, warranties, covenants and agreements shall survive the Closing, regardless of any inspection or discovery, whether by reason of due diligence or otherwise, for a period of one year from Closing. Claims for indemnification or claims in respect of anticipated Losses which are made during the appropriate survival period shall survive termination of such periods.

(c) Entire Agreement. This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof and thereof and supersede any and all prior agreements between the Parties hereto with respect to the subject matter hereof and thereof.

(d) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not affect the validity or enforceability of any other provision in such jurisdiction or the validity or enforceability of such provision in any other jurisdiction.

(e) Effect of Headings. The Article, Section, Subsection, Exhibit and Schedule headings contained herein or therein are for convenience only and shall not affect the construction hereof.

(f) Governing Law. The provisions of this Agreement, and all the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed wholly within such State, without giving effect to any choice or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of California.

(g) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

(i) Expenses. Each party shall bear the respective legal, accounting and other costs and expenses of any nature, relating to or in connection with the negotiation of this

Agreement and the consummation of the transactions contemplated hereby, incurred by each of them, whether or not this Agreement is consummated or terminated.

[Signature page following]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement or caused same to be executed by their respective officers or other representatives thereunto duly authorized, as of the date first above written.

Positiv Pension AB ("Seller")

By:_____
Crown Brand Corporation (Owner)
I-Ming Lee, Chairman

Strategi Placering AB ("Purchaser")

By:_____
Lennart Johansson, Chairman

Office Outlook Web Access | Find Someone | Address Book | Address Book | Options | Log Off

Mail
Calendar
Contacts

Most Recent Recipients

afram@solidequity.se
afram@solidmusic.com
ajacobs@ejdelarosa.com
alex@aurigausallc.com
alex@hardingfinancial.co.uk
Alexis Bishop
ali.n.bishop@gmail.com
amolbin@gmail.com
annrea@annrea.com
arti.modi@omniarchcapital.com
arti@omniarchcapital.com
bashmore@impaccompanies.cor
bishop1329@gmail.com
bishopco@earthlink.net
bishopsjr@gmail.com
bob@gufpinc.com
bobgreenwood@bloomberg.net
brad@omgpictures.com
chalucky1@sbcglobal.net

To | Cc | Bcc

To delete an entry from the Most Recent Recipients list, select the entry, and then press the DELETE key on the keyboard.

Send | Save | Close | Check Names

To...
Cc...
Bcc...
Subject: FW: wire instructions
Attachments... image001.jpg (8 KB)

_____
From: Robert Batista [robert.batista@aurigausallc.com]
Sent: Tuesday, April 03, 2012 2:15 PM
To: Mark Bishop
Subject: wire instructions

Bank of new york
Aba 021000018
a/c pershing llc fao auriga usa llc.
fcc NFE017456

(NFE017456 is the retail acct no at Pershing for ABS Investment Group trades)

[cid:image001.jpg@01CD11BD.52025C70]

Our detailed disclaimer can be seen at http://www.aurigausallc.com/disclaimer

Connected to Microsoft Exchange

AVTAL

avseende styrelseuppdrag

i

Optimus Fonder AB

Härmed överenskommes om styrelsearvode för 2013 till Helena Erlandsson att utgå med Sextiotusen (60.000) kronor att utbetalas kvartalsvis i efterskott såsom tjänst.

Stockholm 2013-04-03

_____

Mark Bishop

Justeras:

_____

Ulf Deckmark

HAYDEN CONSULTING GROUP LLC
Valuation and Consulting Services

Date: August 17, 2014

To: Ulf Deckmark
Optimus Fonder AB

From: Tom Epperson
Hayden Consulting International

Re: Warrants from Baader

After reviewing the indicative term sheet from Baader, we have determined that the product appears to be of normal and compliant structure for institutional investors. We have run cash flow analysis for many deals of this sort for clients like Barclays, and Bank of America. Regarding the fee structure, we offer no opinion as to its "fairness", however, we have run analysis for transactions with similar fee structures for large commercial banks. The fees are always amortized over the average life of the product, and we expect a risk adjusted total return within Market ranges for the product. We like the generic product from Baader, and believe that regardless of the fee load, the product will provide an institutional investor with an expected return that can fit within its portfolio.

Sincerely,

Thomas Epperson
Hayden Consulting International

121 SW Salmon Street, 11th Floor, Portland Oregon 97204
503.471.1327
info@haydenconsultingintl.com

OMNIARCH

August 15, 2014

Ulf Deckmark
Optimus Fonder
Birger Jarlsgatan 32B
Stockholm, Sweden 11429

Re: BAADER Warrants.

Dear Ulf:

I have had an opportunity to review an indicative termsheet for Baader's "3-Year USD Put Emerging Market Basket Call Warrant" (the "Warrant(s)"). We have distributed several products similar to this in the past 10 years. The Warrant is common and seen from many issuers each year. Furthermore, the fee structure would give me pause, however, after careful analysis the fee structure would not cause me decline the deal. These types of fees, while uncommon, are typically amortized over the expected life of the warrant, and are seen in rated and unrated private placements of real estate transactions, corporate equity participating debt transactions, and FX transactions.

I hope we get the chance to meet in the near future.

Regards,

Jay R Modi | Chief Executive Officer
OmniArch Capital Corporation
Suite 1680 700 – 4th Avenue SW Calgary, Alberta T2P 3J4
www.omniarch.com
jay.modi@omniarchcapital.com

April 19, 2013

Ulf Deckmark
Optimus Fonder
Hammarby Kaj 16
Stockholm, Sweden 12 030

Re: Request from Finansinspektionen to Optimus Fonder AB, dated April 15, 2013

Dear Ulf:

No conflicts of interest exist in the operations or assets managed by Optimus Fonder, and Mark Bishop, ABS Investment Group, or ABSIG LLC. Optimus Fonder has not purchased any RMBS, or any other bond or security from any related entity to Mark Bishop, ABS Investment Group, or ABSIG LLC. Furthermore, none of the aforementioned entities have formed, securitized, issued, distributed, or brokered any RMBS, bonds or securities that Optimus has purchased. The specific prospectus' for all investments held by Optimus will describe all the parties involved in creating the shelf registrations, underwriting, servicing, aggregating, legal, rating, valuation, distribution, brokering, and any and all other functions related to those investments. Again, Mark Bishop, ABS Investment Group, or ABSIG LLC is not a party to any entity that may be named in any such prospectus, and no conflicts of interest exist in the operations or assets managed by Optimus.

To reiterate the fact that that no conflicts exist, I also include narrative from previous submissions to Finansinspektionen. During my acquisition process for Optimus Fonder AB (formerly Traction Fonder AB) regarding my operations and any conflicts of interest, I stated in "Specification 1b, the Specification of the information to be submitted to Finansinspektionen for an ownership assessment – Legal person", the following:

Regarding operations, "ABS Investment Group's goal is to recommend bonds to its institutional investors that deliver consistent returns while preserving capital. This requires a disciplined analytical process that focuses on risk minimization. The investment process is based on unique understanding of the collateral and structures as well as a comprehensive analysis used to discover value.

Quality fixed income investing requires independent, fundamental analysis. ABS Investment Group conducts comprehensive research on its proposed investments using state of the art analytics tools, which is combined with its extensive market experience to identify and to analyze attractive investment opportunities.

Diversification is key to successful fixed income investing. Uncovering the complexities of the underlying bond cashflows and layering them to provide diversity, therefore, ensuring smooth returns.

ABS Investment Group acts as a trader between large institutional buyers and sellers of

mortgage-backed securities. Its revenue is generated by broker fees. ABS Investment Group has several contracts with data suppliers in order for ABS Investment Group to analyze various bonds and make value-added recommendations to its counterparties, such as Bank of America, Barclays Capital, and Nomura."

Furthermore, regarding conflicts of interest, I stated that, "Mark Bishop, as an individual, can have no conflicts of interest in conjunction with the acquisition of Traction Fonder AB.

ABSIG LLC can have no conflicts of interest in conjunction with the acquisition of Traction Fonder AB, since ABSIG LLC only manages the funds of specific limited partnerships located in the United States and Canada. There is no intention for ABSIG LLC at any time in the future to become involved in fund management in Sweden.

ABS Investment Group ("ABS") may have a conflict of interest in conjunction with the acquisition of Traction Fonder AB due to the fact that ABS is in the business of actively trading mortgage-backed securities, and such type of securities may also be a small part of Traction Fonder AB's fund portfolio. Nevertheless, ABS may perform analytical services to Traction Fonder AB for its due-diligence process regarding mortgage-backed securities, but Traction Fonder AB may not purchase from or sell to any entity or person that has any common ownership of any sort, or posses any potential conflict of interest. Therefore, Traction Fonder AB will not trade, buy or sell with ABS."

In conclusion, no conflicts of interest exist in the operations or assets managed by Optimus Fonder, and Mark Bishop, ABS Investment Group, or ABSIG LLC.

Sincerely,

Mark Bishop

April 19, 2013

Ulf Deckmark
Optimus Fonder
Hammarby Kaj 16
Stockholm, Sweden 12 030

Re: Request from Finansinspektionen to Optimus Fonder AB, dated April 15, 2013

Dear Ulf:

No conflicts of interest exist in the operations or assets managed by Optimus Fonder, and Mark Bishop, ABS Investment Group, or ABSIG LLC. Optimus Fonder has not purchased any RMBS, or any other bond or security from any related entity to Mark Bishop, ABS Investment Group, or ABSIG LLC. Furthermore, none of the aforementioned entities have formed, securitized, issued, distributed, or brokered any RMBS, bonds or securities that Optimus has purchased. The specific prospectus' for all investments held by Optimus will describe all the parties involved in creating the shelf registrations, underwriting, servicing, aggregating, legal, rating, valuation, distribution, brokering, and any and all other functions related to those investments. Again, Mark Bishop, ABS Investment Group, or ABSIG LLC is not a party to any entity that may be named in any such prospectus, and no conflicts of interest exist in the operations or assets managed by Optimus.

To reiterate the fact that that no conflicts exist, I also include narrative from previous submissions to Finansinspektionen. During my acquisition process for Optimus Fonder AB (formerly Traction Fonder AB) regarding my operations and any conflicts of interest, I stated in "Specification 1b, the Specification of the information to be submitted to Finansinspektionen for an ownership assessment – Legal person", the following:

Regarding operations, "ABS Investment Group's goal is to recommend bonds to its institutional investors that deliver consistent returns while preserving capital. This requires a disciplined analytical process that focuses on risk minimization. The investment process is based on unique understanding of the collateral and structures as well as a comprehensive analysis used to discover value.

Quality fixed income investing requires independent, fundamental analysis. ABS Investment Group conducts comprehensive research on its proposed investments using state of the art analytics tools, which is combined with its extensive market experience to identify and to analyze attractive investment opportunities.

ABS Investment Group has several contracts with data suppliers in order for ABS Investment Group to analyze various bonds and make value-added recommendations to its counterparties, such as Bank of America, Barclays Capital, and Nomura."

Furthermore, regarding conflicts of interest, I stated that, "Mark Bishop, as an individual,

can have no conflicts of interest in conjunction with the acquisition of Traction Fonder AB.

ABSIG LLC can have no conflicts of interest in conjunction with the acquisition of Traction Fonder AB, since ABSIG LLC only manages the funds of specific limited partnerships located in the United States and Canada. There is no intention for ABSIG LLC at any time in the future to become involved in fund management in Sweden."

If you have any additional questions or comments, please contact me.

Sincerely,

Mark Bishop

April 25, 2013

Ulf Deckmark
Optimus Fonder
Hammarby Kaj 16
Stockholm, Sweden 12 030

Re: Request from Finansinspektionen to Optimus Fonder AB, dated April 15, 2013

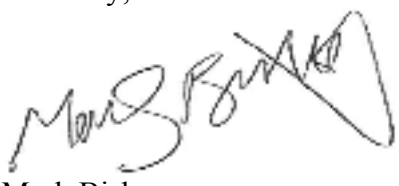
Dear Ulf:

Conflicts of interest can exist due to the multiple interests of our organizations. However, a conflict of interest can be discovered and defused before a problem or impropriety occurs. With respect to the operations or assets managed by Optimus Fonder, there are no circumstances that create a risk that professional judgment or actions have been or will be influenced. The primary interest of Optimus Fonder, to protect its clients, will always be maintained. Optimus Fonder has not purchased any RMBS, or any other bond or security from any related entity to Mark Bishop, ABS Investment Group, or ABSIG LLC, nor will this ever be allowed. Furthermore, none of the aforementioned entities have formed, securitized, issued, distributed, or brokered any RMBS, bonds or securities that Optimus has purchased. The specific prospectus' for all investments held by Optimus will describe all the parties involved in creating the shelf registrations, underwriting, servicing, aggregating, legal, rating, valuation, distribution, brokering, and any and all other functions related to those investments. Mark Bishop, ABS Investment Group, or ABSIG LLC is not a party to any entity that may be named in any such prospectus.

Finally, even though conflicts of interest can exist, they do not occur today within Optimus Fonder and they will be vigilantly identified and defused when discovered. Another way we manage conflicts of interest is that Mark Bishop's influence over Optimus Fonder is as a Board Member. None of the Board members have any day-to-day knowledge of fund activities, underwriting procedures, operations, or asset purchases or sales.

If you have any additional questions or comments, please contact me.

Sincerely,



Mark Bishop

Protokoll fört vid extra bolagsstämma med aktieägarna i Optimus Fonder AB, 556673-5758, den 5 mars 2014

Närvarande aktieägare	**Antal aktier**	**Antal röster**
A.B.S.I.G LLC, genom Mark Bishop	150 000	150 000

Därjämte närvarande
Ola Lidström, justeringsman

§ 1 Stämmans öppnande
Öppnades stämman av Mark Bishop.

§ 2 Val av ordförande vid stämman
Valdes Mark Bishop till ordförande vid stämman, samt utsågs att föra protokollet vid stämman.

§ 3 Upprättande och godkännande av röstlängd
Ovanstående förteckning över närvarande aktieägare med ovan angivet antal aktier och röster godkändes som röstlängd vid stämman.

§ 4 Val av en eller två justeringsmän
Beslutades att protokollet skulle justeras av Ola Lidström.

§ 5 Prövning av om stämman blivit behörigen sammankallad
Sedan det konstaterats att samtliga aktier var företrädda vid stämman, konstaterades att densamma var i behörig ordning sammankallad.

§ 6 Godkännande av dagordning
Sedan det konstaterats att samtliga aktier var företrädda vid stämman, godkände densamma att någon dagordning för stämman inte upprättats.

§ 7 Val av styrelseledamot
Konstaterades att Mark Bishop frånträtt sitt uppdrag som styrelseledamot. Valdes Ulf Deckmark till styrelseledamot för tiden intill slutet av nästa årsstämma.

§ 8 Stämmans avslutande
Avslutades stämman.

Vid protokollet:

Mark Bishop

Justeras:

Ola Lidström

Bolagsverket

851 81 Sundsvall
0771-670 670
www.bolagsverket.se

Ändra styrelse

Aktiebolag

818

Mer information på sidan 3

Fyll i blanketten på din dator eller texta tydligt.
Underteckna blanketten och skicka in den i original.

Skicka till:
Bolagsverket
851 81 Sundsvall

1. Organisationsnummer 556673-5758

Företagsnamn Optimus Fonder AB

2. Kontaktperson i detta ärende Glöm inte att fylla i e-postadress och telefonnummer så att vi enkelt kan kontakta dig.

Kontaktpersonens förnamn och efternamn	Företagsnamn	
Postadress	Postnummer	Postort
E-postadress	Telefonnummer dagtid	Ev. depositionskontonr (tre siffror)

3. Anmälan gäller

☒ Styrelse ☐ Firmateckning ☐ Personers adress

4. Styrelse Fyll i uppgifter för nyvalda personer eller om t.ex. adressuppgifterna ska ändras.

Personnummer	Folkbokförd i kommun	
610330-0171	Täby	
Efternamn	Samtliga förnamn	
Deckmark	Ulf Roland	
Postadress	Postnummer	Postort
Kometvägen 17, 8tr	183 48	Täby

Uppdrag
☒ Ledamot ☐ Suppleant ☐ Ordförande ☒ Verkställande direktör ☐ Vice verkställande direktör ☐ Särskild firmatecknare

Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort

Uppdrag
☐ Ledamot ☐ Suppleant ☐ Ordförande ☐ Verkställande direktör ☐ Vice verkställande direktör ☐ Särskild firmatecknare

Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort

Uppdrag
☐ Ledamot ☐ Suppleant ☐ Ordförande ☐ Verkställande direktör ☐ Vice verkställande direktör ☐ Särskild firmatecknare

Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort

Uppdrag
☐ Ledamot ☐ Suppleant ☐ Ordförande ☐ Verkställande direktör ☐ Vice verkställande direktör ☐ Särskild firmatecknare

Bolagsverket 818 2013-09-16 (W)

Fortsättning 4. Styrelse

Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort
Uppdrag ☐ Ledamot ☐ Suppleant ☐ Ordförande ☐ Verkställande direktör ☐ Vice verkställande direktör ☐ Särskild firmatecknare		
Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort
Uppdrag ☐ Ledamot ☐ Suppleant ☐ Ordförande ☐ Verkställande direktör ☐ Vice verkställande direktör ☐ Särskild firmatecknare		

5. Firmateckning
Fyll alltid i vid ändringar av styrelsen, verkställande direktör, vice verkställande direktör eller särskild firmatecknare.

- ☐ 1) Firman tecknas av styrelsen (ordinarie styrelseledamöter)
- ☒ 2) Registrerad firmateckning ska inte ändras
- ☐ 3) Firman tecknas av styrelseledamoten eller styrelseledamöterna och styrelsesuppleanten eller styrelsesuppleanterna var för sig
- ☐ 4) Firman tecknas av styrelseledamöterna var för sig
- ☐ 5) Firman tecknas av styrelseledamöterna två i förening
- ☐ 6) Firman tecknas enligt nedan

Fyll i eventuell annan firmateckning här

6. Personer som har avgått från sina uppdrag

Namn	Uppdrag t.ex. styrelseledamot, verkställande direktör
Mark Alan Bishop	Styrelseledamot

7. Övrigt

8. Försäkran och underskrift
En styrelseledamot, den verkställande direktören eller den anmälan gäller ska skriva under anmälan. Obs! Använd blå bläckpenna.

Jag försäkrar på heder och samvete följande:

- De som ska vara registrerade enligt denna anmälan har åtagit sig uppdragen.
- Uppgifterna i denna anmälan, om val eller personer som har avgått samt hur firman tecknas, stämmer överens med de beslut som anmälan grundar sig på.
- De som ska vara registrerade enligt denna anmälan har inte förvaltare enligt 11 kap. 7 § föräldrabalken.
- De som ska vara registrerade enligt denna anmälan är inte i konkurs.

Datum	Namnteckning	Namnförtydligande
140305		Mark Bishop

9. Registreringsavgift
Vi börjar inte handlägga ärendet förrän avgiften har kommit in till oss. Skriv organisationsnummer på betalningen.

Betalt belopp	Datum	Betalningssätt
		☐ Bankgiro 5050-0255 ☐ Plusgiro [illegible]

Information

Använd den här blanketten när du ska ändra styrelsen i ett aktiebolag. Du kan också anmäla direkt i e-tjänsten på verksamt.se. I e-tjänsten Söka ett ärende eller se om en årsredovisning kommit in kan du kontrollera vad som händer med ditt ärende och även betala registreringsavgiften. E-tjänster och mer information hittar du på bolagsverket.se. Vi skickar ett registreringsbevis när vi har registrerat ärendet.

1. Organisationsnummer och företagsnamn

Fyll i organisationsnummer och företagsnamn.

2. Kontaktperson i detta ärende

Fyll i person- och adressuppgifter om du väljer att ha en kontaktperson eller ett ombud i detta ärende. Tänk på att vi i första hand skickar meddelanden till kontaktpersonens e-postadress. Om du inte skriver in någon e-postadress skickar vi meddelanden med post.

Om du har ett ombud som har ett depositionskonto hos Bolagsverket och depositionskontot ska användas för betalning av registreringsavgiften, ska du också fylla i det tresiffriga kontonumret.

3. Anmälan gäller

Markera det som din anmälan gäller.

4. Styrelse

Fyll i person- och adressuppgifter för nyvalda personer eller om exempelvis adressuppgifterna ska ändras. Markera vilket uppdrag du har. Det är speciellt viktigt att du fyller i alla dina uppdrag om du har flera. Observera att du även måste fylla i ruta 5. Firmateckning när du ändrar styrelsen.

Styrelseledamöter och styrelsesuppleanter

I ett privat aktiebolag kan styrelsen bestå av en eller flera styrelseledamöter. Om antalet ledamöter är mindre än tre måste du även välja minst en styrelsesuppleant. Publika aktiebolag ska ha minst tre styrelseledamöter.

Följande personer måste bo inom Europeiska ekonomiska samarbetsområdet (EES):

- minst hälften av styrelseledamöterna och styrelsesuppleanterna (räknade var för sig)
- verkställande direktören
- vice verkställande direktörerna
- minst en av de särskilda firmatecknarna.

Om företaget inte uppfyller dessa krav kan du ansöka om dispens hos Bolagsverket.

Styrelseordförande

Om styrelsen består av mer än en styrelseledamot ska styrelsen utse en av dessa till styrelseordförande.

Verkställande direktör

I publika aktiebolag ska styrelsen utse en verkställande direktör som inte är styrelseordförande.

5. Firmateckning

Du ska alltid fylla i firmateckningen när du ändrar styrelsen, den verkställande direktören, vice verkställande direktör eller särskild firmatecknare. Markera den firmateckning som gäller för företaget. Om du väljer något annat än alternativ 1), gäller ändå alltid att firman kan tecknas av styrelsen (ordinarie styrelseledamöter). Alternativet Registrerad firmateckning ska inte ändras innebär att styrelsen har fattat beslut om hur firman ska tecknas och att det är samma som den registrerade firmateckningen.

6. Personer som har avgått från sina uppdrag

Skriv namn och uppdrag för de personer som har avgått.

7. Övrigt

Här kan du fylla i övriga uppgifter.

8. Försäkran och underskrift

En styrelseledamot, den verkställande direktören eller den anmälan gäller ska skriva under anmälan.

9. Registreringsavgift

Tänker du betala avgiften till bankgiro eller plusgiro? Skriv när och hur du betalar. För att vi ska kunna placera avgiften på rätt ärende måste du fylla i organisationsnummer när du betalar. Först när du har betalat

Bolagsverket 818 2013-09-16 (W)

avgiften börjar vi handlägga ditt ärende. Du kan också betala avgiften på bolagsverket.se när din anmälan har kommit in till oss. Vi betalar inte tillbaka avgiften när vi har börjat handlägga ärendet.

Bilagor

- Bolagsstämmoprotokoll (bestyrkt kopia) som visar valet av styrelseledamöter och styrelsesuppleanter. Protokollet ska även skickas med vid minskning av antalet styrelseledamöter eller styrelsesuppleanter.
- Pass eller annan id-handling (bestyrkt kopia) – detta gäller för varje nyvald person som inte är folkbokförd i Sverige.
- Ansökan om dispens – detta gäller om kraven på bosättning inte uppfylls.

Bolagsverket 818 2013-09-16 (W)

[Craig Chang <cchang@absig.com>]
Wed, 08/14/2013 07:01 PM

From: [Craig Chang <cchang@absig.com>]
To: [ABS <mbishop@absig.com>]
Subject: CBC

ilee@cbclimited.com.hk

STATE OF DELAWARE
CERTIFICATE OF LIMITED PARTNERSHIP

- **The undersigned,** desiring to form a limited partnership pursuant to the Delaware Revised Uniform Partnership Act, 6 Delaware Code, Chapter 17, do herby certify as follows:

- **First:** The name of the limited partnership is:
  American RMBS Equity Fund IV, LP

- **Second:** The address of its registered office in the State of Delaware is 108 West 13th Street, in the city of Wilmington. The zip code is 19801. The name of the Registered Agent at such address is Business Filings Incorporated.

- **Third:** The name and mailing address of each general partner is as follows:

  Mark Bishop, 707 Broadway, 18th Floor, San Diego, California 92101

- **In Witness Whereof,** the undersigned has executed this Certificate of Limited Partnership as of 21th day of January, A.D. 2010.

By: Mark Bishop
Mark Bishop, General Partner

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:00 PM 01/21/2010
FILED 02:36 PM 01/21/2010
SRV 100059506 - 4779667 FILE

DMV CALIFORNIA DMV
DRIVER LICENSE
EXPIRES 09-08-13
D2438824
CLASS: C
CRAIG CHANG
784 S HIDDEN CREEK CIR
ANAHEIM CA 92808
SEX:M HAIR:BLK EYES:BRN
HT:5-08 WT:155 DOB:09-08-73
RSTR: CORR LENS
07/29/2008 239 #B FD/13

MESIROW FINANCIAL

Client account number 39902431, for "American RMBS Equity Fund IV, LP"

ACCT FOR ABS INVESTMENT FUND V, LP # 33847499

ACCT FOR ABS INVESTMENT GROUP, LLC # 43064229

STELLUM
KAPITALFÖRVALTNING

Stockholm, 2014-06-23

Mr. Mark Bishop
1176 Main Street, Suite 300
Irvine, CA 92614, USA

Dear Mark,

Stellum Kapitalförvaltning AB ("Stellum") will purchase, and ABS Investment Group ("Seller") will sell the MANA 2007-A2 A3D bond (the "Bond") as detailed below:

MANA 2007-A2 A3D

CUSIP: 59024FAG9

ISIN: US59024FAG90

ORIG. FACE: $20,000,000

CURRENT FACTOR (MAY): 0.722626527

CURRENT FACE: $14,452,930

PURCHASE PRICE: 61-00
PURCHASE DOLLAR AMOUNT (subject to Factor update): $8,819,837.42
SETTLEMENT DATE: 15 AUGUST 2014

* Bond characteristics, including but not limited to closing date, price, purchase price, and performance are described in the Trade Ticket, attached hereto.

This purchase is also subject to the following:

1. The Factor used for the purchase price will be calculated on the July 2014 Factor (to be obtained on 25 July 2014).
2. This letter constitutes a binding commitment to purchase the Bond. Stellum will be bound by the terms of this commitment letter and the attached Trade Ticket.

Please confirm your agreement with the foregoing by signing and returning an executed copy of this letter to Roger Hassanov at rh@stellum.com.

STELLUM
KAPITALFÖRVALTNING

We are looking forward to working with you and your staff on this transaction.

Sincerely,

Roger Hassanov
President

ACCEPTED AND AGREED

ABS Investment Group

By:_____

Name: Mark Bishop

Title: Manager

To Dynamic Creation AB and Assume Holding AB

July 1, 2013

San Diego, California

Confirmation

We, ABS Investment Group LLC ("the Buyer"), according to the executed Share Purchase Agreement ("SPA") between you ("the Sellers") and us, hereby confirm that to our knowledge (the Buyer's Knowledge in accordance with the definition in the SPA) there is no breach of the Seller's Warranties as of the Closing Date.

We also confirm that all questions under the Due Diligence proceedings conducted prior to the execution of the SPA have been answered to our satisfaction that there is no further information regarding the company Positiv Pension AB, which we are seeking from you, the Sellers.

ABS Investment Group LLC

Mark Bishop

CALIFORNIA ASSOCIATION OF REALTORS®

COUNTER OFFER No. 1

For use by Seller or Buyer. May be used for Multiple Counter Offer.
(C.A.R. Form CO, Revised 11/10)

Date 7.6.13

This is a counter offer to the: ☒ California Residential Purchase Agreement, ☐ Counter Offer No., or ____ ☐ Other ____ ("Offer"), dated 7.3.13, on property known as 64 RITZ CARLTON DR. MONARCH BEACH, CA 92629 ("Property"), between MARK BISHOP, ANNIKA BISHOP RICARDO SALAS ("Buyer") and ("Seller").

1. **TERMS:** The terms and conditions of the above referenced document are **accepted subject to the following:**
   A. **Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer.**
   B. **Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer.**
   C. **OTHER TERMS:** PRICE TO BE $6.3M
   COE PLUS 7 DAYS FOR OCCUPANCY
   D. **The following attached addenda are incorporated into this Counter Offer:** ☐ Addendum No. ____
   ☐ ____ ☐ ____
2. **RIGHT TO ACCEPT OTHER OFFERS:** If this is a Seller Counter Offer, (i) Seller has the right to continue to offer the Property for sale or for another transaction, and to accept any other offer at any time prior to Acceptance, as described in paragraph 3 and (ii) Seller's acceptance of another offer prior to Buyer's Acceptance of this Counter Offer, shall revoke this Counter Offer.
3. **EXPIRATION:** This Counter Offer shall be deemed revoked and the deposits, if any, shall be returned unless this Counter Offer is signed by the Buyer or Seller to whom it is sent and a Copy of the signed Counter Offer is personally received by the person making this Counter Offer or by SUZI DAILEY, who is authorized to receive it, by 5:00 PM on the third Day After the later date specified in paragraph 5 or, (if checked) by ☐ ____ (date), at ____ ☐ AM ☐ PM. This Counter Offer may be executed in counterparts.
4. ☐ **(If checked:) MULTIPLE COUNTER OFFER:** Seller is making a Counter Offer(s) to another prospective buyer(s) on terms that may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall **not** be binding unless and until it is subsequently re-Signed by Seller in paragraph 7 below and a Copy of the Counter Offer Signed in paragraph 7 is personally received by Buyer or by ____, who is authorized to receive it, by 5:00 PM on the third Day After the later date specified in paragraph 5 or, (if checked) by ☐ ____ (date), at ____ ☐ AM ☐ PM. Prior to the completion of all of these events, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property. **NOTE TO SELLER: Sign and date in paragraph 5 to make this Counter Offer.**
5. **OFFER:** ☐ **BUYER OR** ☒ **SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.**
   ____ Date 7-6-2013
   ____ Date ____
6. **ACCEPTANCE: I/WE** accept the above Counter Offer (**If checked** ☐ **SUBJECT TO THE ATTACHED COUNTER OFFER**) and acknowledge receipt of a Copy.
   ____ Date ____ Time ____ ☐ AM ☐ PM
   ____ Date ____ Time ____ ☐ AM ☐ PM
7. **MULTIPLE COUNTER OFFER SIGNATURE LINE: By signing below, Seller accepts this Multiple Counter Offer.**
   NOTE TO SELLER: Do NOT sign in this box until after Buyer signs in paragraph 6. (Paragraph 7 applies only if paragraph 4 is checked.)
   ____ **Date** ____ **Time** ____ ☐ **AM** ☐ **PM**
   ____ **Date** ____ **Time** ____ ☐ **AM** ☐ **PM**
8. (____ / ____) (Initials) **Confirmation of Acceptance:** A Copy of Signed Acceptance was personally received by the maker of the Counter Offer, or that person's authorized agent as specified in paragraph 3 (or, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent as specified in paragraph 4) on (date) ____ at ____ ☐ AM ☐ PM. **A binding Agreement is created when a Copy of Signed Acceptance is personally received by the the maker of the Counter Offer, or that person's authorized agent (or, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent) whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Acceptance has occurred.**

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REAL ESTATE BUSINESS SERVICES, INC.
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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by ____ Date ____

EQUAL HOUSING OPPORTUNITY

Agent: Prudential California Realty Phone: 949-443-2000 Fax: 949-443-2209 Prepared using zipForm® software
Broker: Prudential California Realty 2 Ritz Carlton Drive #200 Monarch Beach, CA 92629

Dup bilaga 12 B

Optimus Socially Responsible Investments Ltd

CVs

Mark Bishop is currently Manager of Optimus Socially Responsible Investments Ltd, and has 30 years of experience as a leader in the asset-backed securitization markets. His Wall Street career began with Drexel Burnham Lambert in the early 1980's, structuring and trading high yield bonds, fixed income products, and MBS. Previously, Mr. Bishop was President of Impac Mortgage Acceptance Corporation in Irvine, CA. At Impac, Mr. Bishop oversaw the operations and trading of bulk whole-loans, and the subsequent pooling and securitization of mortgage debt, with securitization volume in excess of $10 billion annually in the years 2000 to 2006.

In 2007, Mr. Bishop was the founding partner of ABS Investment Group. Mr. Bishop and the rest of the management team have been responsible for helping to stabilize and support the asset---backed non---conforming markets through their long-term fund structures and trading activities over the past 7 years. ABS Investment Group manages funds, and accounts for U.S., Canadian and European investors, employing a variety of investment strategies. Additionally, the Firm invests its own capital alongside its clients' capital.

In 2012, Mr. Bishop purchased Optimus Fonder AB, a registered Swedish fund company, which has several active UCITS funds and Swedish pension funds. The management team of Optimus has grown the funds and managed performance to be ranked in the top---10 of over 800 Swedish funds. Optimus Funds are active throughout Europe.

All management teams pursue a relative value investment strategy with the objective of protecting invested capital, capturing a stable and reliable income stream, minimizing return volatility over time, and capturing significant capital appreciation. The groups utilize sophisticated underwriting and cash flow models, including proprietary systems to ensure all investments outperform market expectations and hedge against changes in interest rates and other market events.

Besides financial services, Mr. Bishop has been an active investor in the industrial and IT business sectors as an owner and director of high profile companies such as Koenigsegg Automotive AB, SAAB Automobile AB, and Coin Clearing Canada.

Finally, Mr. Bishop serves as an advisory board member of Marconi Foundation for Kids, a charitable organization committed to providing Special Event proceeds to local children's charities for at-risk youth.

Martin Thomas is a corporate partner in Chadbourne & Parke's London office, and Director of Optimus Socially Responsible Investments Ltd. He is particularly experienced in public takeovers and initial and secondary public offerings of shares (advising both companies and investment banks), venture capital (for management

teams and equity providers), mergers and acquisitions and joint ventures (both domestic and cross-border).

He has built a strong reputation for advising companies and investment banks on flotations and other transactions on the markets of the London Stock Exchange. For over ten years, Martin has been one of the most active lawyers advising on public offerings of shares in London. He advises clients in many sectors including oil and gas, renewable energy and climate change, carbon trading, financial services and early stage technologies. Martin has also developed strong relationships with and regularly advises many of the leading investment banks in London. He brings to the management team a wealth of knowledge and experience of good corporate governance and best practices.

Ulf Deckmark is currently Director of Operation and Risk Manager of Optimus Socially Responsible Investments Ltd, and has 25 years of experience as a leader in the asset management and fund management business.

- 25 years experience in management

- 1 year experience as credit manager

- 3 years experience as responsible for the development of asset management at SEB, Bromley

- Represented SEB on TV4 in 13 episodes of our money

- Wallenberg Institute for Leadership

Employers, Optimus Foundations, Stockholm, January 2009 - (ongoing)

Results:

Portfolio Manager for the Optimus SmallCap and High Yield funds, and independently managed the funds in order to achieve an acceptable risk-adjusted return.

The work involved the responsibility for results increase management volumes and ensure that all internal rules and procedures are appropriate and meet the requirements that the Board and Financial Supervisory Authority imposed.

Well structured and excellent performance, including for risk and regulatory work, budgeting, forecasting and monitoring processes. Management results, since inception (Oct 2007) SmallCap fund has achieved results15% better than the OMX Small Cap Index and half the risk.

Debt Yield Fund, Location Stockholm Asset Management, Stockholm, 2007 - 2009

Position President / Sales manager, manager and partner

Main tasks and responsibilities:

The work involved the start-up and building of a fund management company from scratch. Duties entailed, among other things, drivers of the company by building the internal rules and procedures as well as mandates to manage a Smallcap and High Yield Fund. In addition, the establishment of a structure for risk and regulatory work, as well as budgeting, forecasting and monitoring processes. Total result; the fund outperformed the index and to lower a risk. UBS chose SmallCap Fund as one of the funds in their range.

Steve Bishop**,** is currently a Senior Analyst of Optimus Socially Responsible Investments Ltd. In this role, Mr. Bishop is responsible for, technical analysis of FX Currency for the firm, and reporting for the Company. Prior to joining the Company, Mr. Bishop was a financial analyst including currency hedging for Impac Mortgage Holdings, a publicly traded mortgage loan originator and securitizer, Novelle Financial, a mortgage loan originator, and Brentwood Financial, a bulk purchaser of residential whole loans in Newport Beach, CA. Mr. Bishop has 15 years experience in analysis specifically related to FX. In those position, he analyzed and completed due diligence for approximately $200 million in whole loan trades monthly. He earned a BS from UCLA.

In addition, Mr. Bishop will be responsible for manually managing the trading platform during the daily trading cycle from 21:00CET-5:00CET (next day).

Pawel Suwala**,** is currently Director of Software Engineering at Optimus Socially Responsible Investments Ltd. His responsibilities include: Development and maintenance of in-house, trading and reporting systems, and algorithm development (front-end to back-end)

- Development of various tools and scripts for in-house use
- Automation of manual tasks and processes
- System administration
- Development and maintenance of several websites/web applications
- Android app development
- Integration of the CRM system with various services/APIs

Used technologies

- Python/Django, PHP, SOAP, Celery/RabbitMQ
- Memcached, MySQL, MSSQL, GNU/Linux, Apache/modWSGI, Git, FIX, Itch/Ouch

Website URLs:

- strategiplacering.se
- voltia.se
- solidmusic.com
- ringia.se
- Most of the work is not available online
- High scalability and performance requirements
- E-mail deliverability
- Browser/E-mail clients HTML/CSS compatibility
- Analytics solution for tracking and measuring marketing effectiveness.
- HTML/JavaScript wizard for creating professional and compatible HTML newsletters.

Responsibilities

- Refactoring of codebase, code design and further development
- Day-to-day system administration and performance improvements
- Redesigning system for greater scalability
- Automating various tasks and processes
- Python/Django back-end application development
- Migration of legacy PHP modules to Python
- Migration to redundant infrastructure - 2 load balancers(FreeBSD/pfsync), 2 web servers(Debian/Apache), 2 database servers(Debian/MySQL)
- GNU/Linux, FreeBSD system administration and maintenance
- Test Driven Development approach
- Architecture design and implementation
- JavaScript/jQuery client-side scripting; implementing custom jQuery widgets
- Training new employees.

Jonas Johansson, is currently Director of Infrastructure Operations at Optimus Socially Responsible Investments Ltd. He is seasoned, driven and a highly skilled at problem avoidance and problem solving.

- 2001-2003, Molk School of Computer science, Networking System Integration.
- 2003 – 2007, CTO BBP/Loxysoft/Tele2, Head of integration of B2B sales system forming an external prospective with Tele2 and Loxysoft. Best practice for file and order handling. Head of IT at Business By Phone.
- 2007-2009, CTO Head of IT and system development and management for Legio Management.
- 2009-2013, CTO Moderna Fondvalet Head of IT, Infrastructure and system design and integration.
- 2013-2014, CTO and Head of Infrastructure Optimus Fonder.
- 2014, CTO and Head of Infrastructure Optimus Socially Responsible Investments Ltd.

DAILY CONFIRMATION

OPTIMUS FONDER AB
A/C No: 1209 **Name: Ulf Deckmark** **Date: 2013 August 2**

Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.427459830	25-Jul-2013	21.000%
CFAB 2003-5 1B	161546GP5	3,000,000	0.419388119	25-Jul-2013	35.000%
CWALT 2005-28CB 1A11	12667GE82	4,395,400	0.509252917	25-Jul-2013	20.000%
BOAMS 2004-L B1	05949AZH6	12,863,000	0.878488290	25-Jul-2013	36.000%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	25-Jul-2013	64.500%
LMT 2008-6 B1	52525FAH6	6,614,000	0.970099592	25-Jul-2013	60.000%
BAFC 2004-1 B2	05946XGH0	5,345,000	0.725418800	25-Jul-2013	70.000%
GSAA 2006-6 AF7	362334MZ4	4,321,000	1.000000000	25-Jul-2013	62.000%
FNLC 2005-3 M2	32113JBV6	7,000,000	1.000000000	25-Jul-2013	69.000%
SAIL 2006-4 A5	86360WAE2	30,000,000	1.000000000	25-Jul-2013	75.000%
Total NAV (USD):					**43,109,250**

Credit Surveillance:

Bond Name	Cusip No.	Comments
[none]		

Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

*** Notes:**

* Valuations for bond portfolio liquidity is measured with a current ratio of 0.95:1.00.
Assets assumed to be able to be sold within 5 business days at a price +-5% of current valuation price.

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DAILY CONFIRMATION

OPTIMUS FONDER AB
A/C No: 1209 **Name: Ulf Deckmark** **Date: 2013 July 5**

Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.431014600	25-Jun-2013	21.750%
CFAB 2003-5 1B	161546GP5	3,000,000	0.419388119	25-Jun-2013	48.000%
CWALT 2005-28CB 1A11	12667GE82	4,395,400	0.625157881	25-Jun-2013	20.000%
BOAMS 2004-L B1	05949AZH6	12,863,000	0.880495810	25-Jun-2013	36.000%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	25-Jun-2013	64.500%
LMT 2008-6 B1	52525FAH6	6,614,000	0.970099592	25-Jun-2013	60.000%
BAFC 2004-1 B2	05946XGH0	5,345,000	0.730993450	25-Jun-2013	70.000%
Total NAV (USD):					**13,408,516.76**

Credit Surveillance:

Bond Name	Cusip No.	Comments
[none]		

Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor		Curr. Valuation
GSAA 2006-6 AF7	362334MZ4	4,321,000	1.000000000	25-Jun-2013	62.000%
FNLC 2005-3 M2	32113JBV6	7,000,000	1.000000000	25-Jun-2013	73.000%

*** Notes:**

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DAILY CONFIRMATION

TRACTION FONDER AB

A/C No: 1209 **Name: Ulf Deckmark** **Date: 2012 November 26**

Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
CMLTI 2005-WF1 M1	17307GPG7	925 000	0,906572	okt-12	57,000%
CWL 2005-16 MV1	126670PH5	2 500 000	1,000000	okt-12	31,875%
GSAMP 2003-HE1 M2	36228FSV9	1 200 000	0,113170	nov-12	77,000%
LMT 2005-2 1A4	52520MBR3	4 325 000	0,735295	okt-12	48,000%
PCHLT 2005-4 1A2	71085PDD2	4 675 000	0,228934	okt-12	75,000%
MARM 2005-6 4A2	576433A63	3 187 000	0,449458	okt-12	24,000%
CFAB 2003-5 1B	161546GP5	3 000 000	0,486875	okt-12	48,000%
Total NAV (USD):					**4 753 487,86**

Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
No transactions				

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DAILY CONFIRMATION

TRACTION FONDER AB

A/C No: 1209 **Name: Ulf Deckmark** **Date: 2012 November 27**

Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
CMLTI 2005-WF1 M1	17307GPG7	925 000	0,906572	okt-12	57,000%
CWL 2005-16 MV1	126670PH5	2 500 000	1,000000	okt-12	31,875%
GSAMP 2003-HE1 M2	36228FSV9	1 200 000	0,113170	nov-12	77,000%
LMT 2005-2 1A4	52520MBR3	4 325 000	0,735295	okt-12	48,000%
PCHLT 2005-4 1A2	71085PDD2	4 675 000	0,228934	okt-12	75,000%
MARM 2005-6 4A2	576433A63	3 187 000	0,449458	okt-12	24,000%
CFAB 2003-5 1B	161546GP5	3 000 000	0,486875	okt-12	48,000%
Total NAV (USD):					**4 753 487,86**

Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
No transactions				

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DAILY CONFIRMATION

TRACTION FONDER AB

A/C No: 1209 **Name: Ulf Deckmark** **Date: 2012 November 28**

Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
CMLTI 2005-WF1 M1	17307GPG7	925 000	0,906572	okt-12	57,000%
CWL 2005-16 MV1	126670PH5	2 500 000	1,000000	okt-12	31,875%
GSAMP 2003-HE1 M2	36228FSV9	1 200 000	0,113170	nov-12	77,000%
LMT 2005-2 1A4	52520MBR3	4 325 000	0,735295	okt-12	48,000%
PCHLT 2005-4 1A2	71085PDD2	4 675 000	0,228934	okt-12	75,000%
MARM 2005-6 4A2	576433A63	3 187 000	0,449458	okt-12	24,000%
CFAB 2003-5 1B	161546GP5	3 000 000	0,486875	okt-12	48,000%
Total NAV (USD):					**4 753 487,86**

Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
No transactions				

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DAILY CONFIRMATION

TRACTION FONDER AB

A/C No: 1209 **Name: Ulf Deckmark** **Date: 2012 November 29**

Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
CMLTI 2005-WF1 M1	17307GPG7	925 000	0,906572	okt-12	57,000%
CWL 2005-16 MV1	126670PH5	2 500 000	1,000000	okt-12	31,875%
GSAMP 2003-HE1 M2	36228FSV9	1 200 000	0,113170	nov-12	77,000%
LMT 2005-2 1A4	52520MBR3	4 325 000	0,735295	okt-12	48,000%
PCHLT 2005-4 1A2	71085PDD2	4 675 000	0,228934	okt-12	75,000%
MARM 2005-6 4A2	576433A63	3 187 000	0,449458	okt-12	24,000%
CFAB 2003-5 1B	161546GP5	3 000 000	0,486875	okt-12	48,000%
Total NAV (USD):					**4 753 487,86**

Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
No transactions				

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DAILY CONFIRMATION

OPTIMUS FONDER AB
A/C No: 1209 **Name: Ulf Deckmark** **Date: 2013 August 22**

Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.427459830	25-Jul-2013	21.500%
BOAMS 2004-L B1	05949AZH6	12,863,000	0.878488290	25-Jul-2013	37.000%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	25-Jul-2013	64.500%
LMT 2008-6 B1	52525FAH6	6,614,000	0.970099592	25-Jul-2013	60.000%
BAFC 2004-1 B2	05946XGH0	5,345,000	0.725418800	25-Jul-2013	70.000%
GSAA 2006-6 AF7	362334MZ4	4,321,000	1.000000000	25-Jul-2013	62.000%
FNLC 2005-3 M2	32113JBV6	6,000,000	1.000000000	25-Jul-2013	69.000%
SAIL 2006-4 A5	86360WAE2	30,000,000	1.000000000	25-Jul-2013	75.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Jul-2013	35.000%
Total NAV (USD):					**47,810,839**

Credit Surveillance:

Bond Name	Cusip No.	Comments
[none]		

Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

*** Notes:**

* Valuations for bond portfolio liquidity is measured with a current ratio of 0.95:1.00.
Assets assumed to be able to be sold within 5 business days at a price +-5% of current valuation price.

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DAILY CONFIRMATION

OPTIMUS FONDER AB
A/C No: 1209 **Name: Ulf Deckmark** **Date: 2013 July 23**

Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.431014600	25-Jun-2013	21.000%
CFAB 2003-5 1B	161546GP5	3,000,000	0.419388119	25-Jun-2013	42.000%
CWALT 2005-28CB 1A11	12667GE82	4,395,400	0.625157881	25-Jun-2013	20.000%
BOAMS 2004-L B1	05949AZH6	12,863,000	0.880495810	25-Jun-2013	36.000%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	25-Jun-2013	64.500%
LMT 2008-6 B1	52525FAH6	6,614,000	0.970099592	25-Jun-2013	60.000%
BAFC 2004-1 B2	05946XGH0	5,345,000	0.730993450	25-Jun-2013	70.000%
GSAA 2006-6 AF7	362334MZ4	4,321,000	1.000000000	25-Jun-2013	62.000%
FNLC 2005-3 M2	32113JBV6	7,000,000	1.000000000	25-Jun-2013	67.500%
Total NAV (USD):					**20,726,744.57**

Credit Surveillance:

Bond Name	Cusip No.	Comments
[none]		

Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor		Curr. Valuation
* SAIL 2006-4 A5	86360WAE2	30,000,000	1.000000000	25-Jun-2013	77.000%

*** Notes:**

* Subject to due diligence. Approx 12.883% return.

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DAILY CONFIRMATION

TRACTION FONDER AB
A/C No: 1209 **Name: Ulf Deckmark** **Date: 2012 November 23**

Closed Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation

Transactions Under Review:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation

No transactions

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ABS INVESTMENT GROUP

August 9, 2013

I-Ming Lee
Crown Brand Corporation Limited
Rooms 05-15, 13A/F, South Tower, World Finance Centre, Harbour City
17 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong
via email: ilee@cbclimited.com.hk

c.c.: Brenda Prackup
via email: admin@prackuplaw.com

Re: Share Purchase Agreement, dated July 1, 2013

Dear Mr. Lee:

We have attempted to reach you by telephone several times during the last week regarding payments due us for the above referenced transaction. To date, we have not received a response from you. This letter will put into writing a formal demand for payments under the specific Share Purchase Agreement (the Agreement) dated July 1, 2013.

Our current demand is for the Purchase Price of SEK 46.673.167, which was to be paid July 31, 2013. The Purchase Price consists of the Verified Purchase Price of SEK 43.166.666, plus the Recovery Purchase Price (Additional) of SEK 4.437.401, plus the Equity of SEK 3.456.600, less the Preliminary Verified Purchase Price already paid of $675.000 (SEK 4.387.500 using SEKUSD of 6.5:1).

We request that Crown Brand Corporation acknowledge and agree to comply with the terms and conditions of the Agreement. Please contact our office as soon as possible to confirm Crown Brand Corporation's receipt and compliance with this request. Thank you in advance for your courtesy and cooperation.

Sincerely,

Mark Bishop
ABS Investment Group

From: Jan Eriksson <jan.eriksson@optimusfonder.se>
Sent: 2015-02-09 12:41:40 +0000
To: mark.bishop@optimusltd.co.uk
Subject: Hi,

Hi Mark,

How are you doing? I hope you and your family is doing well? It is been a long time since we had contact and it would be nice

to hear from youJ When you got the time, let me now a little about the future plans. I assume that we are

going forward with new project and that is still the plan?

Give my regards to your brother Steve as well when you see himJ

Best

Jan

X-Mozilla-Status: 0001
X-Mozilla-Status2: 00000000
Return-Path: <jan.eriksson@optimusfonder.se>
Delivered-To: mark.bishop@optimusltd.co.uk
Received: from localhost (localhost [127.0.0.1]) by mail.absig.co.uk (Postfix) with ESMTP id EB8A021142 for <mark.bishop@optimusltd.co.uk>; Mon, 9 Feb 2015 12:41:56 +0000 (UTC)
X-Virus-Scanned: Debian amavisd-new at debian70.vm
Received: from mail.absig.co.uk ([127.0.0.1]) by localhost (mail.absig.co.uk [127.0.0.1]) (amavisd-new, port 10024) with ESMTP id eGLmL9hSmdhA for <mark.bishop@optimusltd.co.uk>; Mon, 9 Feb 2015 12:41:47 +0000 (UTC)
Received: from mailout1.crossnet.net (mailout1.crossnet.net [213.132.113.40]) by mail.absig.co.uk (Postfix) with ESMTPS id 068A220CB1 for <mark.bishop@optimusltd.co.uk>; Mon, 9 Feb 2015 12:41:45 +0000 (UTC)
Received: from unknown (HELO promail.crossnet.net) ([IPv6:2a01:2b0:3017:100:3617:ebff:fee4:3a5d]) by mailout1.crossnet.net with ESMTP/TLS/AES256-SHA; 09 Feb 2015 13:41:41 +0100
Received: from exch2k10srv5.custumers.cnet ([fe80::94a6:20ff:fe52:4153]) by Exch2k10front1.custumers.cnet ([fe80::3617:ebff:fee4:3a5d%15]) with mapi id 14.03.0224.002; Mon, 9 Feb 2015 13:41:41 +0100
Thread-Topic: Hi,
Thread-Index: AdBEZRQv6Mt0cRFcTB623ajIB+rLnQ==
Message-ID: <08CE81258AAB504A88BF4C0A85FC19E118003B1D@exch2k10srv5.custumers.cnet>
Accept-Language: sv-SE, en-US
Content-Language: sv-SE
X-originating-ip: [212.16.175.194]
Content-Type: multipart/alternative; boundary="_000_08CE81258AAB504A88BF4C0A85FC19E118003B1Dexch2k10srv5cus_"
MIME-Version: 1.0

From: Jonas Johansson <jonas.johansson@optimusltd.co.uk>
Sent: 2015-02-10 15:31:54 +0100
To: MARK <mark.bishop@optimusltd.co.uk>
Subject: Re: (no subject)

My thinking as well.
I'll give you an update when I'm done!

On 2015-02-10 15:30, MARK wrote:

> OK, then it is smart to take Ulf's computer and mobile. Thanks. M
>
> ---
> Mark Bishop
> 33 St. James's Square, London SW1Y 4JS
>
> +44(0)207 7698 2738 (office)
> +46(0)709 933 538 (mobile)
> mark.bishop@optimusltd.co.uk
>
> On 2015-02-10 06:14, Jonas Johansson wrote:
>
> > Ok, I'l do that.
> > I can tell you for sure that Ulf's computer and cellphone is full of trade secrets.
> > But I'l take that with Mats to see how he wants to proceed.
> >
> > And push Arti to commit on Thursday!
> >
> > On 2015-02-10 15:10, MARK wrote:
> >
> > > Please check with Mats, but I think they can keep their hardware if you change wifi login code, terminate the mobile numbers, and Mats gets them to sign a letter that they do not have any "confidential" or "trade secrets" of Optimus. But go ahead and check with Mats first.
> > >
> > > Thanks,
> > >
> > > ---
> > > Mark Bishop
> > > 33 St. James's Square, London SW1Y 4JS
> > >
> > > +44(0)207 7698 2738 (office)
> > > +46(0)709 933 538 (mobile)
> > > mark.bishop@optimusltd.co.uk
> > >
> > > On 2015-02-10 06:06, Jonas Johansson wrote:
> > >
> > > > Hi Mark!
> > > > Consider it done!
> > > > Shall i also get there hardware i.e phones, laptops etc?
> > > >
> > > > On 2015-02-10 15:03, MARK wrote:

> > > Jonas - Ulf and Jan have been terminated, as of last week in advance of the "fusion of funds", and are "sent home" as of the close of business today. Please terminate their access to email and group emails (maybe point their email to you), optimus phone/mobile numbers, office access numbers, Bloomberg, systems, etc. Also, check with Mats regarding any other IT access that needs to be terminated. Let me know if you have any questions. Thanks, Mark -- Mark Bishop 33 St. James's Square, London SW1Y 4JS +44(0)207 7698 2738 (office) +46(0)709 933 538 (mobile) mark.bishop@optimusltd.co.uk
>
> --
> Regards,
> Jonas Johansson
>
> Optimus LTD
> 33st James's Square
> London SW1Y 4JS
>
> Tel: + 46 736797766
> jonas.johansson@optimusltd.co.uk

--
Regards,
Jonas Johansson

Optimus LTD
33st James's Square
London SW1Y 4JS

Tel: + 46 736797766
jonas.johansson@optimusltd.co.uk

X-Mozilla-Status:	0001
X-Mozilla-Status2:	00000000
Return-Path:	<jonas.johansson@optimusltd.co.uk>
Delivered-To:	mark.bishop@optimusltd.co.uk
Received:	from localhost (localhost [127.0.0.1]) by mail.absig.co.uk (Postfix) with ESMTP id 2FACF20F70 for <mark.bishop@optimusltd.co.uk>; Tue, 10 Feb 2015 14:32:07 +0000 (UTC)
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Message-ID:	<54DA165A.6070402@optimusltd.co.uk>
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From: Mats Christiansen <mats.christiansen@optimusfonder.se>
Sent: 2015-09-24 08:11:28 +0000
To: Mark <mark.bishop@optimusltd.co.uk>
Subject: SV: Funds for Optimus

Thank you, Mark!

Kind regards

Mats

Från: Mark [mailto:mark.bishop@optimusltd.co.uk]
Skickat: den 23 september 2015 14:04
Till: Mats Christiansen <mats.christiansen@optimusfonder.se>
Ämne: Re: Funds for Optimus

I will have transferred SEK 800.000 into the account tomorrow. Best. M

==========

Mark Bishop

33 St. James's Square, London SW1Y 4JS

+46 709 933 538

mark.bishop@optimusltd.co.uk

On 23 sep 2015, at 10:38, Mats Christiansen <mats.christiansen@optimusfonder.se> wrote:

> Hello Mark,
>
> We are approaching 25th and Optimus will only be able to pay the bills (not the rent for the office) and no salaries.
>
> When will you be back in Stockholm?
>
> Kind Regards
>
> Mats
>
> ---
>
> Mats Christiansen, VD
> Optimus Fonder AB
> Birger Jarlsgatan 32 B
>
> 114 29 Stockholm
> Tel: + 46 8 502 556 03
> Fax: + 46 8 502 556 04
> Mob: + 46 73 626 7525
> mats.christiansen@optimusfonder.se
>
> www.optimusfonder.se
>
> ---
>
> RISK:
>
> Det finns inga garantier för att en investering i någon av fonderna inte kan leda till förlust, trots positiv utveckling på de finansiella marknaderna. Historisk avkastning är ingen garanti för framtida avkastning och en investering i någon av våra fonder bör betraktas som en långsiktig investering.

CONFIDENTIALITY NOTICE:

This e-mail is confidential and may contain legally privileged information.

If you have received it by mistake, please inform us by reply e-mail and take actions to delete it (including any attachments) from your system; you should not copy it or in any other way disclose its content to anyone.

WARNING: E-mail is susceptible to data corruption, interception, unauthorised amendment, tampering and virus. If you suspect any such do return any such message to us for authentication. We do not accept liability for any such actions or the consequences without such verification.

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X-Mozilla-Status2:	00000000
Return-Path:	<mats.christiansen@optimusfonder.se>
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Received:	from localhost (localhost [127.0.0.1]) by mail.absig.co.uk (Postfix) with ESMTP id 8BA2423E03 for <mark.bishop@optimusltd.co.uk>; Thu, 24 Sep 2015 08:11:44 +0000 (UTC)
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SHARE PURCHASE AGREEMENT

1 PARTIES

1.1 This share purchase agreement (the "**Agreement**") is entered into on June 28, 2013 between:

(I) Assume Holding AB, 556913-1518, Vädursgatan 5, SE-412 50 Gothenburg, Sweden

(II) Dynamiq Creation AB, 556861-9216 Kupeskärsgatan 63, SE-421 60 Västra Frölunda, Sweden, ((I) and (II) jointly the "**Sellers**"); and

(III) ABS Investment Group LLC, EIN 26-2119490, 707 Broadway, San Diego, CA 92101, (the "**Buyer**");

1.2 The Sellers and the Buyer may hereinafter be referred to individually as a "**Party**" or collectively as the "**Parties**".

2 BACKGROUND

2.1 Positiv Pension i Sverige AB, 556791-9856, (the "**Company**") with a registered share capital of SEK 102,000 divided into 1,020 shares (the "**Shares**"). The Sellers owns all of the Shares.

2.2 The Sellers have agreed to sell to the Buyer all shares in the Company and the Buyer has agreed to purchase all shares in the Company from the Sellers.

3 DEFINITIONS AND INTERPRETATION

3.1 The following terms, used in this Agreement, have the following meanings:

"Additional Client"	means a client owned by the Company, verified by personal numbers and PIN-codes during the Recovery Period in accordance with Section 8.3.1.
"Additional Purchase Price"	means the Client Contract Fee and the Fund Revenue.
"Aggregate Client"	means the Client and the Additional Client.
"Annual Contract Fees"	means the total contract fee paid by the Aggregate Client during a twelve (12) month period in accordance with any enforceable client agreement between the Company and the Aggregate Client.

"Bank Account"	means the Sellers denominated account with the following specifications and allocation: a) 50 percent of any payment to Assume Holding AB Swedbank clearing no. 8105-9 account no. 934 350 800-9 b) 50 percent of any payment to Dynamiq Creation AB SEB 5044 11 911 34
"Business Day"	means a day on which banks are open for business in Sweden (excluding Saturdays, Sundays and public holidays);
"Buyer's Knowledge"	facts and circumstances which (i) have been disclosed to the Buyer, the Buyer's representatives or its advisors (1) in this Agreement, (2) in the Data Room Material or otherwise as part of the Due Diligence, or (3) otherwise in writing on or prior to Signing Date; or (ii) that the Buyer otherwise had (or reasonably should have had) knowledge of at Closing Date.
"Claim"	breach of the Warranties or Covenants in the Agreement.
"Client"	means client owned by the Company, verified by personal numbers and PIN-codes on or before Closing Date.
"Covenants"	means the covenants in Section 6.2.
"Closing Date"	means the date when all terms and conditions for transfer of title to the Shares of this Agreement have been fulfilled, but in no event later than July 3, 2013;
"Data Room Material"	shall mean the virtual data room material containing documents, answers to questions raised and other information provided to Buyer and its advisors by the Sellers and their advisors for the transaction contemplated by this Agreement prior to the date of this Agreement, the contents of which are listed in the index attached hereto and which will be included on a DVD as **Exhibit A**, which shall include but not be limited to the due diligence review material.
"Due Diligence"	shall mean the due diligence investigation (including with respect to legal, financial, tax, accounting and commercial matters) of the Company conducted by the Buyer and its advisors prior to the date of this Agreement during which the Buyer and its advisors have, among other things, had access to the Data Room Material.

"Encumbrance"	means a pledge, mortgage, lien, claim, charge, floating charge, option, equity, retention of title, right of pre-emption, right of first refusal or third party rights or security interest of any kind;
"Fylgia Law Firm"	means Advokatfirman Fylgia KB, 969633-9994, Nybrogatan 11, SE-114 39 Stockholm.
"Guaranteed Client Contract Fee"	means the amounts stipulated in Section 4.5
"Loss"	means any direct loss, claim, damages but excluding any indirect or consequential losses such as operating loss, loss of profits, loss of interest or consequential costs, including any legal fees resulting from a breach by the Sellers of any of the Warranties set forth in Section 9.
"MAQS Law Firm"	means MAQS Law Firm Advokatbyrå AB, 556559-7092, Box 11918, 404 39 Göteborg.
"Preliminary Verified Purchase Price"	means the aggregated amount equivalent of one and three quarters per cent (1,75%) of the total balance of the PPM investments of the Unverified Clients on Signing Date.
"Purchase Price"	means the Verified Purchase Price and the Recovery Purchase Price.
"Record Day"	means July 14, 2013 and July 31, 2013.
"Recovery Period"	means a period following Closing Date and up to and including July 31, 2013.
"Sellers's Knowledge"	facts and circumstances which the Sellers have actual knowledge of or reasonably should have knowledge of at Closing Date.
"Shareholders"	means Peter Sparre, 771212-4838, Henrik Jacobsson, 860123-4894, Niclas Tapper, 781110-4830 and Oscar Berggren, 781224-8214.
"Signing Date"	means the date of this Agreement, but in no event later than June 28, 2013;
"Third-Party Claim"	shall mean any bona fide claim, action, suit, demand or legal proceeding asserted by any third party against the Buyer or the Company which is likely to give rise to a Loss.
"Unverified Client"	means client owned by the Company, unverified by personal numbers and PIN-codes.
"Verified Client Value"	means the total balance of the PPM investments of the Clients and the Additional Clients.

"Warranties" means the Sellers's warranties set out in Section 9.

3.2 Where a statement in this Agreement (including the schedules) is qualified by the expression "to the best of the Sellers's Knowledge " or "so far as the Sellers is aware" shall be deemed to include after due and careful enquiry with the management of the Sellers.

4 SALE AND PURCHASE PRICE

4.1 On the terms and subject the conditions of this Agreement, the Sellers agree to sell the Shares to the Buyer, free of any Encumbrance, and the Buyer agrees to purchase the Shares from the Sellers.

4.2 The purchase price for the Shares shall consist of the Purchase Price, the Equity and the Additional Purchase Price.

4.3 As consideration for the Shares the Buyer shall pay to the Sellers:

1) an amount equivalent of one and three quarters per cent (1,75%) of the total balance of the PPM investments of Clients, (the "**Verified Purchase Price**");

   (*E.g. if the total balance of the PPM investments of the Clients are SEK 2,2 billion, then the Verified Purchase Price for the Shares is SEK 38,5 million.*)

2) an amount of SEK 3,456,600 corresponding to the estimated non-restricted equity in the Company less Swedish corporate tax of 26,3% in accordance with the non-audited annual accounts for the financial year ended April 30, 2013, **Exhibit B**, (the "**Equity**"); and

3) an amount equivalent of one and three quarters per cent (1,75%) of the total balance of the PPM investments of the Additional Clients, (the "**Recovery Purchase Price**").

   (E.g. if the total balance of the PPM investments of the Additional Clients are SEK 500 million, then the Recovery Purchase Price for the Shares is SEK 8,75 million.)

4.4 In addition, the Buyer will for a period of thirty-six (36) months following the Closing Date:

1) directly or indirectly by a subsidiary or any third party continue to collect the Annual Contract Fee and once a month transfer the accrued sum of the Annual Contract Fee to the Sellers, (the "**Client Contract Fee**"); (any Annual Contract

Fee in relation to invoices issued by the Company before April 30, 2013 shall be excluded from the Client Contract Fee above); and

2) pay the applicable fund revenue, at least 65 basis points (0,65%) calculated on an annual basis, of the Verified Client Value payable in portions of 1/12 per month to the Sellers, (the "**Fund Revenue**").

(E.g. if the Verified Client Value is SEK 2,2 billion, then the Fund Revenue per year is SEK 14,3 million and the monthly payable amount is SEK 1,191,667.)

4.5 The Annual Contract Fee shall in no event be less than the following amounts:

Year	**Amount (MSEK)**
1	15
2	10
3	5

4.6 The Sellers and their advisors shall have the right to verify the accuracy of the calculation of the Purchase Price and the Additional Purchase Price. The Buyer shall without delay provide the Sellers with any documentation necessary to enable such verification.

4.7 In the event the Aggregate Clients and/or PPM investments of the Aggregate Clients directly or indirectly are transferred to a subsidiary or any third party the Buyer shall procure that the Sellers and their advisors shall have the right to verify the accuracy if the calculation of the Purchase Price and the Additional Purchase Price as stipulated in Section 4.4 above.

5 PRE-CLOSING

5.1 On or after the Signing Date, the Buyer and Sellers will conduct the following actions to be consummated before the Closing Date.

5.2 **Payment of the Preliminary Verified Purchase Price**

5.3 The Sellers shall on Signing Date deliver a statement of the Preliminary Verified Purchase Price to the Buyer.

5.4 The Buyer shall on before 11.59 pm on Signing Date pay the Preliminary Verified Purchase Price to the Sellers Bank Account.

5.5 The payment in Section 5.4 shall be deemed to have been executed by e-mail confirmation from Fylgia Law Firm.

5.6 **Calculation of the Verified Purchase Price**

5.6.1 One (1) day following Signing Date the Parties representatives shall meet in Stockholm, where the Parties for duration of two (2) days jointly and in the best interests of the Company shall perform a verification of the PIN-codes and PPM balances.

5.6.2 The verification shall be made in blocks with 2,000 customers of the Unverified Clients meaning that the Sellers's representative will release 2,000 customers to be verified, confirmed and executed by the Buyer's representative before commencing the next 2,000 customers.

5.6.3 Each confirmation under Section 5.6.2 above shall be made by e-mail to the Sellers's representative, Henrik Jacobsson, jacobsson.h@gmail.com, Fylgia Law Firm, kristoffer.sparring@fylgia.se and MAQS Law Firm, christian.gunnarsson@se.maqs.com and shall be deemed to have been executed upon a delivery receipt (*Sw. leveranskvitto*) or e-mail acknowledgment from Fylgia Law Firm and/or MAQS Law Firm from the said e-mail addresses. A confirmation from the Buyer shall include (i) the number Clients and (ii) the total balance of the PPM investments in relation to these Clients.

5.6.4 The Parties shall without any delay, after the verification have been made in accordance with Section 5.6.2 - 5.6.3, sign a written document showing (i) the total number of Clients, (ii) the total balance of the PPM investments of all Clients and (iii) a calculation of the Verified Purchase Price.

(*E.g. if the total and verified PPM balance is SEK 2,2 billion, then the Verified Purchase Price for the Shares is SEK 38,5 million.*)

6 CONDITIONS PRECEDENT

6.1 Closing of the Agreement is subject to the following conditions on the Sellers' and Buyer's respective sides;

6.2 For the Buyer:

(a) Buyer has verified the PIN-codes and the PPM balances of the Unverified Clients in accordance with Section 5.6 above.

6.3 For the Sellers:

(a) Mark Bishop, 553-19-5111, c/o ABS Investment Group, 707 Broadway, San Diego, CA 92101, USA has assumed personal liability as a debt of its own to cover any shortfall of the Buyer's obligation to the Sellers to pay up to SEK 50,000,000 (*Sw. fyllnadsborgen*) of any remaining Additional Purchase Price to the Sellers as described in Section 4.4. The personally guaranteed amount of Mark Bishop shall be decrease on a SEK by SEK basis for any payment of the Additional Purchase Price.
(Eg. If the Buyer has paid SEK 10 million in Additional Purchase Price, the remaining guarantee of Mark Bishop is SEK 40 million and so forth.)

6.4 If the condition set forth in Section 6.2 - 6.3 has not been satisfied on or before Closing Date and a Party do not waive the condition, the Agreement shall, upon a written request, be terminated. If terminated the Sellers shall within 5 (5) Business Days repay the Preliminary Verified Purchase Price to the Buyer and the Buyer shall within same time return any and all Client and Unverified Client information and undertakes to not use this information in its future business.

7 CLOSING

7.1 Consummation of the sale and transfer of the Shares pursuant to this Section 5 ("**Closing**") shall take place on the Closing Date at 9.00 am CET at the premises of MAQS Law Firm (or at such other location or time as may be agreed between the Parties).

7.2 The Sellers shall before commencing Section 7.3 cause the Company to hold an annual shareholder's meetings at which the Sellers shall approve the prepared audited annual accounts of the Company. Any profits shall be transferred to new account (financial year 2013/2014).

7.3 At the Closing Date, the following actions shall take place:

a) The Sellers shall:

(i) hand over to the Buyer share certificates representing the Shares duly endorsed in favor of the Buyer;

(ii) hand over to the Buyer the Company's share register in which the Buyer has been entered as the owner of all Shares, free of any Encumbrances;

(iii) cause the Company to issue powers of attorney in a form satisfactory to the Buyer, enabling the persons appointed by the Buyer to sign for and on behalf of the Company until new signatories have been duly registered;

(iv) procure that the board members and deputy board members of the Company hand over resignation letters in a form satisfactory to the Buyer in which such board members shall resign from their positions with effect as of the Closing Date and acknowledge that he or she has no claims against the Buyer or the Company for remuneration or otherwise; and

(v) hand over a list of all Clients together with active and up to date PIN-codes for each Client on a digital media (excel files);

(vi) deliver a statement confirming that to the Sellers' Knowledge there is no breach of the Sellers' Warranties as of the Closing Date.

b) The Buyer shall:

(i) pay the Verified Purchase Price after deduction of the Preliminary Verified Purchase Price to the Sellers Bank Account;

(ii) pay the Equity to the Sellers Bank Account;

(iii) cause the Company to hold an extraordinary shareholder's meetings at which the Buyer elects new board members of the Company;

(iv) cause board meeting to be held in the Company to appoint company signatories; cause the Company to make the necessary filings of the aforementioned resolutions with the Swedish Companies Registration Office (*Sw. Bolagsverket*);

(v) deliver a statement confirming that to the Buyer's Knowledge there is no breach of the Seller's Warranties as of the Closing Date;

(vi) deliver a statement confirming that all questions under the Due Diligence have been answered to the satisfaction of the Buyer and that there is no further information regarding the Company, which the Buyer is seeking from the Sellers; and

7.4 The Seller and the Buyer shall submit drafts of the documents to be provided by such Party at the Closing pursuant to Section 7.2 for the Seller´s or the Buyer's (as the case may be) review and approval prior to Closing Date.

7.5 The Parties agree that the actions referred to in Section 7.2 shall be considered to have taken place simultaneously and regarded as one transaction so that, if one of the closing events set forth in Sections 7.2 does not occur, Closing shall only be deemed to have taken place if the Party, who is not responsible for such closing event taking place, confirms in writing that it accepts that Closing takes place (without any prejudice to its right to compensation for breach of the Agreement).

8 POST-CLOSING

8.1 After the Closing Date, the Buyer and Sellers will conduct the following actions.

8.2 **Release of personal guarantee**

8.2.1 The Buyer shall release Oskar Berggren, 781224-8214, from the personal guarantee as stated in the contract with Gothia Financial Group AB, 556495-1704, **Exhibit C**.

8.3 **The Recovery Period**

8.3.1 During the Recovery Period the Sellers have (i) the right to recover any incorrect PIN-codes of any Unverified Clients and (ii) collect PIN-codes from new clients to the Company.

8.3.2 The Additional Clients shall be transferred to the Buyer for verification on a day-to-day-basis during the Recovery Period. The Buyer shall in the best interests of the Company and without any further delay preform a verification, confirmation and execution of the PIN-codes and the balance of the PPM investments.

8.3.3 Each confirmation under Section 8.3.2 above shall be made by e-mail to the Sellers's representative, Henrik Jacobsson, jacobsson.h@gmail.com, Fylgia Law Firm, kristoffer.sparring@fylgia.se and MAQS Law Firm, christian.gunnarsson@se.maqs.com and shall be deemed to have been executed upon a delivery receipt (*Sw. leveranskvitto*) or e-mail confirmation from Fylgia Law Firm and/or MAQS Law Firm. A confirmation shall include (i) the number Additional Clients and (ii) the total balance of the PPM investments in relation to these Additional Clients.

8.3.4 The Parties shall after each Record Day during the Recovery Period and without any delay sign a written document showing (i) the accrued total number of Additional Clients in accordance with Section 8.3.1, (ii) the accrued total balance of the PPM investments of all Additional Clients in accordance with Section 8.3.2 - 8.3.3 and (iii) a calculation of the accrued part of the Recovery Purchase Price.

(E.g. if the accrued total balance of the PPM investments of the Additional Clients up to and including July 14, 2013, are SEK 500 million, then the accrued part of the Recovery Purchase Price for the Shares is SEK 8,75 million.)

8.3.5 The Sellers shall have the right to use any resources of the Company during the Recovery Period and for the purpose as stipulated in Section 8.3.1 above. The Buyer shall without delay and upon the Sellers's request provide the Sellers with any documentation, access to the Company, the Company's remises and employment resources necessary to enable aforementioned purpose. All expenses in relation to the Company shall be borne by the Company and all expenses i.e. consultant fees from Sellers' shall be borne by the Sellers.

8.3.6 The Buyer, its subsidiaries or associated companies, the shareholders, its employees, officers and agents thereof undertakes not to, directly or indirectly, solicit any of the Unverified Clients and any prospective new clients for any reason during the Recovery Period.

8.4 **Payment of the Recovery Purchase Price and the Additional Purchase Price**

8.4.1 The Buyer shall pay the total Recovery Purchase Price in two (2) tranches in accordance with the following:

1) Each tranche of the accrued Recovery Purchase Price under Section 8.3.4 shall be paid by the Buyer on the first Business Day following each Record Day to the Sellers Bank Account.

8.4.2 The Buyer shall pay the Additional Purchase Price in accordance with the following:

1) The Client Contract Fee shall be paid by the Buyer to the Sellers Bank Account on the tenth (10) Business Day of each month for a period of thirty-six (36) consecutive months commencing on the Closing Date. The Parties shall after each consecutive twelve (12) month period preform a settlement against the guaranteed Client Contract Fee as stipulated in Section 4.5 above. If the total effected payment during the last twelve (12) consecutive months is less than the Guaranteed Client Contract Fee the Buyer shall without delay pay the remaining part of the Guaranteed Client Contract Fee.

2) The Fund Revenue shall be paid by the Buyer to the Sellers Bank Account on the tenth (10) Business Day of every month for a period of three (3) years following the Closing Date. The first payment (including the accrued part of the Fund Revenue from Closing Date) shall however be made on the tenth (10) Business Day of August 2013.

8.5 **Next shareholders' meeting**

8.5.1 At the next annual shareholders' meeting in the Company, the Buyer undertakes to procure that each of those board members of the Company who have resigned on the Closing Date are granted discharge from liability for his or her assignment and administration until the Closing Date, provided that the auditor of the Company recommends such discharge.

9 SELLERS'S WARRANTIES

9.1 Prior to the Signing Date, the Buyer and the Buyer's professional advisors have conducted a Due Diligence with respect to the Company during which the Buyer and the Buyer's professional advisors have reviewed the documents listed in the Data Room Material.

9.2 The Buyer agrees that the Sellers have not made, and the Buyer has not relied on, any warranty (express or implied) regarding the Company other than the warranties contained in this Section 9 (the "**Warranties**") and no action or omission by the Sellers shall be construed as implying any warranty.

9.3 The Sellers makes the following warranties to the Buyer, all of which are made as of the Closing Date.

a) The entering into and execution of this Agreement and the transfer of the Shares herein will not infringe the constitutional documents of the Sellers.

b) The Sellers lawfully owns and has unrestricted ownership to the Shares and the Shares are free and clear of all Encumbrances. Upon the delivery of the Shares by the Sellers against payment of the Purchase Price, the Buyer will acquire unrestricted ownership to the Shares free and clear of any Encumbrances.

c) The Shares constitute all equity securities issued by the Company, and are legally and validly issued and fully paid. There are no outstanding (i) securities giving a right to subscription for, or conversion into, shares in the Company, (ii) participating loans granted by the Company, or (iii) options, agreements or arrangements entitling any person to subscribe for or acquire shares or other instruments referred to in (i) or (ii) above in the Company.

d) The Company has not received any conditional shareholder's contributions or other kind of conditional contribution or subordinated loan by the Sellers or any other person.

e) All share certificates representing the Shares are in the possession of the Sellers and they are the only share certificates ever issued in relation to such shares.

f) The current articles of association of the Company are attached **Exhibit D** and no decision has been adopted to amend such documents.

g) The certificate of registration of the Company is attached as **Exhibit E** and all such documents are true and accurate and up-to-date.

h) The Company does not have any debt or other liabilities (such as tax) and has since its incorporation not (i) entered into any agreements or made any transactions, (ii) assumed any obligations or liabilities, (iii) granted any rights, (iv) provided any security or guarantee, (v) owned any real property, (vi) owned any shares or other equity holding in any other entity, or (v) carried out any other form of business operations of any kind. The Company is neither bound by any obligations nor has any liabilities save for as assumed with respect to the Company and the agreement with Insiderfonder AB (former Scientia Fund Management AB), 556739-2849 in the Data Room Material.

i) All the records and systems (including but not limited to computer systems) and all data and information of the Company are recorded, stored, maintained or operated or otherwise held exclusively by the Company and are not wholly or partly dependent on any facilities or means (including any electronic, mechanical or photographic process, computerized or otherwise) which are not under the exclusive ownership and control of the Company.

j) The Company has complied with all significant requirements of the Personal Data Act (*Sw. Personuppgiftslagen*).

k) The Company's annual accounts for the financial years ended 2011-04-30 and 2012-04-30 and the prepared accounts for 2013-04-30 has been duly drafted in accordance with the laws and regulations applicable and that they give a correct view of the Company's financial standing, and that the financial standing has not been diminishing between the financial year's end and the Closing Date.

l) That there have been no decisions to pay dividends or any value transfer (*Sw. värdeöverföring*) in the Company between April 30, 2013 and the Closing Date and that no other transfer of profits has occurred during the same time.

m) The Company has not entered into any guarantee agreement or put any of the company's assets as collateral to a third party.

n) The Company has full title to all assets that are presented in the draft to annual accounts as of 30 April 2013, **Exhibit F**.

o) Between such date as described in Section 9.3n) and the Closing Date, there has been no material change in the Company's operations, assets and liabilities.

p) The Company has not entered into any agreements that are no part of the Company's ordinary course of business.

q) All of the issued power of attorneys has been revoked on the Closing Date.

r) The Company has paid all debited, due taxes and fees and that the Company has not been subject to any other taxes or fees and that the Company will not be subject to any taxes or fees, of whatever nature, that relates to the business of the Company before the Closing Date.

s) The Company on the Closing Date has no obligations to or agreements with any of the shareholders (or shareholders owners) or any closely related person (*Sw. närstående*) in accordance with Chapter 21 of aktiebolagslagen.

t) That the Company has not been subject to any injunction or administrative orders from any authority, and that the Sellers has no reason to believe that such injunctions or orders will be issued towards the Company with regard to the business carried out by the Company up and until the Closing Date.

u) That the Company has no other employees and that all the employees' salaries and other benefits are all listed in **Exhibit G** and that no former employees have any claims on the Company of any nature (including right to be re-employed).

v) That the Company is not bound by any collective bargaining agreement.

w) That the Company is the rightful owner of the website www.positivpension.se

x) That there has been no infringement of any third party intellectual property with respect of the Company's name "Positiv Pension AB";

y) The agreement with Göte Nilsson AB may be terminated with six months' notice if terminated before September 30, 2013;

z) The Company has honestly and truthfully answered all questions from the authorities, e.g. Konsumentverket and Finansinspektionen.

aa) The Sellers accrued but not invoiced consultancy fees for May 1, 2013 to up and including June 30, 2013 are limited to a maximum of SEK 2,850,000 excluding VAT and shall be invoiced to later than July 31, 2013.

10 BROKERS

No broker, finder or investment banker is entitled to any brokerage fee, finder's fee or other fee payable by the Parties and/or the Company in connection with the transaction contemplated by this Agreement. Furthermore, there are no "side agreements" that any Party has with a vendor or other party that remains undisclosed to either Buyer or Sellers.

11 INDEMNIFICATION AND SETTLEMENT OF CLAIMS

11.1 In the event of a breach of any of the Warranties, the Buyer shall, as its sole and exclusive remedy, be entitled to a reduction of the Purchase Price or Additional Purchase

Price, on a SEK by SEK basis (*Sw. krona för krona*), with an amount corresponding to the Loss suffered by the Buyer and/or the Company.

11.2 Claims with regard to any Loss may not be made if such Claim is based on information that has been provided by the Sellers or within the Buyer's Knowledge.

11.3 Upon the occurrence of Loss which results in the Company receiving a deductible expense for income tax purposes that can be used in the next tax assessment or which results in the Company not receiving any taxable income for income tax purposes, the aggregate amount of the Loss, shall be reduced by the applicable tax rate (currently 22 per cent).

11.4 When calculating a Loss, account shall be taken of what the Buyer or the Company has actually received from third parties (including from insurance companies).

11.5 The Buyer shall take reasonable measures to mitigate any Loss.

11.6 The Parties agree that any payments to be made by the Sellers to the Buyer in accordance with this Agreement of any compensation for a Claim shall, first and foremost, be subject to set-off by against any Additional Purchase Price earned, determined and payable to the Sellers in accordance with the Agreement and the Parties agree that the Buyer shall be entitled to assign and transfer any Claim to the Company for the purpose of such set-off. Should the amount of such earned, determined and payable Additional Purchase Price not be sufficient to settle the entire payment of the entire Claim requested to be set-off by the Buyer, the Sellers shall settle the remainder of such Claim by payment directly to the Buyer.

11.7 Claims relating to a Loss shall be notified in writing to the Sellers within eighteen (18) months from the Closing Date. Notwithstanding anything to the contrary herein, the Buyer's rights to indemnification shall expire by the failure of the Buyer to give written notice within thirty (30) Business Days after the date on which the Buyer became aware or reasonable should have become aware of the circumstances giving rise to the Claim.

11.8 Loss shall be settled according to this Agreement only if the aggregate Loss exceeds SEK 350,000 in which case the total Loss shall be compensated in full. The Seller's total liability for Loss shall be limited to an amount corresponding to fifty (50) per cent of the Purchase Price.

11.9 In case the Buyer becomes aware of any Third-Party Claim, in order to preserve its rights to bring a Claim, the Buyer shall, and shall procure that the Company shall:

a) within thirty (30) Business Days give written notice thereof to the Sellers;
b) not take any action which may have any adverse effect on any policy of insurance under which any such Third-Party Claim would be recoverable if such action had not been taken;

c) take such action as the Seller may reasonably request to avoid, dispute, resist, appeal, compromise or defend a Third-Party Claim;

d) give the Sellers and their representatives or advisers reasonable access to the personnel of the Buyer and the Company, and to any relevant properties, premises, accounts, documents and records, and allow the Sellers and their representatives or advisers to take copies thereof, in order to enable the Seller to examine the grounds for such Third-Party Claim;

11.10 If a Seller has, within thirty (30) days from the date the Claim was made from the Buyer, indemnified the Buyer in full for a Claim, thus without the Buyer having to initiate arbitration proceedings, and the Buyer or the Company subsequent thereto has the right to recover any amount in respect of the Claim from any third party, then such right shall either be assigned to the Seller or any amount received from such third party shall be paid to such Seller.

11.11 The Sellers shall not be liable for a Loss the subject of a Claim for breach of the Warranties

a) where such Claim arises as a result of (i) the introduction of any new legislation, (ii) the changing of any existing legislation or (iii) the increase of tax rates after the date of this Agreement where such introduction, change or increase occur after Closing Date and are effective retrospectively in relation to a period or periods prior to Closing Date; or

b) where such Claim would not have arisen but for an act, omission or a transaction carried out by the Buyer after Closing Date.

11.12 In relation to any Claim for breach of a Warranty notified under 11.7, the Buyer shall

a) give the Sellers's professional advisors reasonable access to relevant documents in the possession of the Buyer and promptly answer any reasonable questions asked by the Sellers or its professional advisors provided that the Sellers shall, and shall procure that its professional advisors shall, keep confidential all such matters.

11.13 The Buyer shall not be entitled to recover from the Sellers more than once in respect of the same Loss suffered. In particular, without limitation, the foregoing shall apply where one and the same set of facts qualifies under more than one provision entitling the Buyer to a Claim or remedy under or in connection with this Agreement.

11.14 Claims relating to warranties regarding taxes and fees (9.3r) may in any event be put forward in writing within ninety (90) days after a final decision of the relevant tax or fee has been issued by a competent authority.

12 SPECIFIC INDEMNITIES

The Sellers shall indemnify and hold the Company harmless from and against all losses suffered by the Company in connection with or resulting from any unpaid receivables (*Sw. kundfordringar*) of SEK 3,941,171 and accrued revenues (*Sw. upplupna intäkter*) as stipulated in Exhibit B.

13 EXCLUSIVE REMEDY

The remedy provided to the Buyer in Section 10 shall be the sole and exclusive remedy available to the Buyer for any breach of this Agreement by the Sellers. It is specifically agreed that no remedy whatsoever, including rescission of this Agreement, under the Swedish Sale of Goods Act (*Sw. Köplagen (1990:931)*), the Swedish International Sale of Goods Act (*Sw. lag (1987:822) om internationella köp*) or under any other law, regulation or legal principle shall be available to the Buyer.

14 COSTS AND EXPENSES

Except as expressly otherwise provided herein, the Buyer and the Sellers shall bear their own costs and expenses incurred in connection with this Agreement and the transaction contemplated herein, whether or not such transaction shall be completed, including, without limitation, all fees of its legal advisors, accountants and other advisors.

15 SPECIFIC UNDERTAKINGS

15.1 Confidentiality

Save for as required pursuant to mandatory law or regulation or which may be required for the enforcement of a judgment or an award, this Agreement, all discussions between the Parties with respect to the Agreement and the transactions and agreements stipulated hereby as well as any and all non-public information provided by a Party to the other Party shall be treated as strictly confidential and not be used for any other purpose than the transactions and agreements contemplated hereby. The timing and content of any announcements, press releases, or other public statements concerning the transactions contemplated hereby and related matters shall only occur upon, and be determined in advance by, mutual agreement and consent of the Parties.

15.2 Non-Competition

15.2.1 Each of the Sellers and the Shareholders, its employees, officers and agents undertakes not to, directly or indirectly, solicit any of the Aggregate Clients for any reason for a period of three (3) years from Closing Date.

15.2.2 In case of breach of the obligations in Section 15.2.1, which is not remedied within thirty (30) days from the Buyer's written notice hereof, then the Sellers agrees to pay to the

Buyer liquidated damages in an amount equivalent to 3,50% of the balance of the PPM investment of the Client(s) that is subject to a breach of Section 14.2.1, for each breach. In the event a breach of Section 15.2.1 is continuing, for each month that the breach so continues the indemnity shall therewith be increased by seventy-five (75) per cent of the amount of the indemnity the preceding month.

16 ENTIRE AGREEMENT AND AMENDMENTS

15.1 This Agreement constitutes the entire understanding of the Parties and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee, representative or advisor of either of the Parties.

15.2 This Agreement may only be amended by an instrument in writing duly executed by the Parties. No change, termination or modification of any of the provisions of this Agreement shall be binding on the Parties, unless made in writing in accordance with this Section 16.

17 NOTICES

Any notice or other form of communication required to be delivered to either Party pursuant to or in connection with this Agreement shall be given in writing by registered mail to the following addresses respectively (or to such address or representative as either Party may designate by means of a written notice to be sent to the other Party from time to time in accordance with this Section 16):

If to the Sellers:

Assume Holding AB
Vädursgatan 5
SE-412 50 Gothenburg

and

Dynamiq Creation AB
Eklandagatan 29 B
SE-412 82 Gothenburg

with a copy to:

Advokat Carl Fhager
MAQS Law Firm
Box 11918
SE-404 39 Gothenburg
Sweden
carl.fhager@se.maqs.com

If to the Buyer:

ABS Investment Group
707 Broadway
San Diego
CA 92101
E-mail: mbishop@absig.com

with a copy to:

Kristoffer Sparring
Advokatfirman Fylgia KB
Box 55555
SE-102 04 Stockholm
Tel +46 (0)8-442 53 00
Mobil +46 (0)70 588 17 10
E-mail: kristoffer.sparring@fylgia.se

18 MISCELLANEOUS

18.1 The schedules to this Agreement form an integral part of this Agreement. Any reference to this Agreement includes a reference to said appendices and any provision thereof.

18.2 Any amendments to this Agreement shall only be validly agreed upon in writing between the Parties.

18.3 Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties hereto, and nothing in this Agreement shall be deemed to constitute either of the Parties hereto as the agent of the other Party.

18.4 If any provision of this Agreement or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the Parties shall amend this Agreement as shall be necessary to give effect to the spirit of this Agreement so far as possible.

18.5 Signing of this Agreement will be carried out by the Parties on one copy each on different locations, to be sent scanned by e-mail to the other Party, and subsequently sent through regular mail. Each individual copy signed by one Party, in electronic format or in original, together with an individual copy signed by the other Party, in electronic format or in original, shall be considered as one Agreement, binding both Parties to the Agreement.

19 GOVERNING LAW AND JURISDICTION

19.1 This Agreement shall be governed by the substantive laws of Sweden, without regard to its conflict of laws principles.

19.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be exclusively submitted to arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of one (1) member appointed by the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm, Sweden. The language of the arbitration shall be English language.

19.3 The Parties undertake, indefinitely, and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential in accordance with Section 15.1.

19.4 Notwithstanding the above, any Party may apply to a court having jurisdiction for a precautionary measure, temporary procedural remedy, temporary restraining order or preliminary injunction, where such relief is necessary to protect its interests pending completion of the legal proceedings.

This Agreement has been executed by the Parties in two (2) copies and each Party has retained one copy.

The Sellers

ABS INVESTMENT GROUP, LLC
The Buyer

MARK BISHOP

Sellers' signatures witnessed by:

Christian Gunnarsson
MAQS Law Firm

Buyer's signature witnessed by:

CRAIG CHANG
JUNE 28, 2019

The Shareholders' undertakings:
We, the Shareholders of the Sellers, Peter Sparre, 771212-4838, Henrik Jacobsson, 860123-4894, Niclas Tapper, 781110-4830 and Oscar Berggren, 781224-8214, accept to be bound by the Clauses 15 - 19 of this Agreement.

Date:

Peter Sparre

Henrik Jacobsson

Niclas Tapper

Oscar Berggren

The Shareholders' signatures above witnessed by:

Christian Gunnarsson
MAQS Law Firm

Strategi Placering AB

Invoice

Invoice No / Customer No	Invoice date
11 2	2012-12-10

Invoice address
ABSIG LLC
707 Broadway,18th Floor
San Diego
121 California
United States

Your reference	Mark Bishop	Our reference	Tomas Larsson
Your order No		Terms of payment	10 dagar netto
Terms of delivery		Date due	2012-12-20
Transported by		Penalty interest	11,00 %
Delivery date	2012-12-10		

Article No / Delivery date	Denomination	Delivered quantity	Unit	Unit price	Discount	Total
	Marketing during November 2012					158 229,00
	Fund fee recieved from Traction					-17 430,00
	Sales budget recived from SVC Ltd					-62 835,00

Net		TO PAY
77 964,00	USD	**77 964,00**

BIC	Account number	Bank	Address
DABASESX	1367 0157 948	Danske Bank	Bagaregatan 25
Country code	**IBAN**		
SE	SE0312000000013670157948		SE-SE-611 25 Nyköping

Address
Box 14

121 25 Stockholm
Sverige

Telephone number
+46-468-121 387 00
Fax No
+46-46-8121 387 04
Registered office
Stockholm

Corporate identity No
556860-5082

Internet
www.www.strategiplacering.se

Strategi Placering AB

Invoice

Invoice No / Customer No: 16 2

Invoice date: 2013-02-01

Invoice address
ABSIG LLC
707 Broadway,18th Floor
San Diego
121 California
United States

Your reference	Mark Bishop	Our reference	Thomas Larsson
Your order No		Terms of payment	20 dagar netto
Terms of delivery		Date due	2013-02-21
Transported by		Penalty interest	11,00 %
Delivery date	2013-02-01		

Article No / Delivery date	Denomination	Delivered quantity	Unit	Unit price	Discount	Total
	Marketing during January 2013					145 164,00
	Fund fee recieved from Traction					-39 220,00

Net
105 944,00

TO PAY
USD **105 944,00**

BIC	Account number	Bank	Address
DABASESX	1367 0157 948	Danske Bank	Bagaregatan 25
Country code	IBAN		
SE	SE3912000000013670157948		SE-SE-611 25 Nyköping

Address
Box 14

121 25 Stockholm
Sverige

Telephone number
+46-468-121 387 00
Fax No
+46-46-8121 387 04
Registered office
Stockholm

Corporate identity No
556860-5082

Internet
www.www.strategiplacering.se

Strategi Placering AB

Invoice

Invoice No / Customer No: 18 2

Invoice date: 2013-03-01

Invoice address
ABSIG LLC
707 Broadway,18th Floor
San Diego
121 California
United States

Your reference	Mark Bishop	Our reference	Thomas Larsson
Your order No		Terms of payment	20 dagar netto
Terms of delivery		Date due	2013-03-21
Transported by		Penalty interest	11,00 %
Delivery date	2013-03-01		

Article No / Delivery date	Denomination	Delivered quantity	Unit	Unit price	Discount	Total
	Marketing during February 2013					164 503,00
	Fund fee recieved from Traction					-43 108,00

Net: 121 395,00

TO PAY: USD **121 395,00**

BIC	Account number	Bank	Address
DABASESX	1367 0157 948	Danske Bank	Bagaregatan 25
Country code	IBAN		
SE	SE3912000000013670157948		SE-SE-611 25 Nyköping

Address: Box 14, 121 25 Stockholm, Sverige

Telephone number: +46-468-121 387 00

Fax No: +46-46-8121 387 04

Internet: www.www.strategiplacering.se

Registered office: Stockholm

Corporate identity No: 556860-5082

Optimus

Security Analysis

Single Security Analysis

Bond:	First NLC Trust 2005-3, M-2	CUSIP:	32113JBV6	Current Balance:	$ 26,056,000	Current S&P:	CC
Factor:	1.00000	Subordination:	6.28%	Current Total Credit Support:	0.00%	Coupon:	1.21%

Executive Summary

Offering		Fund Type	Pricing	Prepared By
Counterparty	Close Brothers	Institutional	Offered	Analyst 6
Date	06/26/2013			
Settlement	6/29/13			
Equity Amount	-			
Initial Amount	26,056,000.00			
Current Amount	26,056,000.00			
Offered Amount	7,000,000.00			
Price	71			
Breakeven Price	71.00000			
Tranche	M-2			

Value	Model Price	Final Price	Market Value
CitiGroup		71	4,970,000.00
JPMorgan			

Ownership Percentage	
Investor	100%
Manager	0%
Call	
Value	85.00%
Period	36
Equity Investment	
Initial Fee	0.00%
Management Fee	0.00%
Return	0.00%
Updated 1mo LIBOR	
Updated Start Date	

Investor Yield	CitiGroup	JPMorgan
IRR (%)	11.25%	
IRR ($)	6,701,542.08	
Investor First Year COC (%)	1.35%	

Asset Summary

Prepayment		Losses		Delinquency		Rate Environment			
CPR		Net Loss Rate	0.42%	30 Day	3.50%	Bond Class	M-2	Cap (%)	Other Rates
1 Month				60 Day	0.25%	USD LIBOR 1 Mo		Floor (%)	15Y Mortgage
3 Month		Current Ratings		90+ Day	12.83%	USD LIBOR 6 Mo		Margin (%)	30Y Mortgage
6 Month		S&P	CC	FCL	31.25%				
Life		Moody's	C	REO	1.62%				

Excess Spread Analysis

CitiGroup

		Bond					Investor				Manager
Period	Date	Beginning Balance									
		Bond	Purchase	Principal	Interest	Cashflow	Principal	Coupon (0.00%)	Excess	Total	Excess + Management
1	Jul 2013	7,000,000.00	4,970,000.00	-	5,090.38	5,090.38	-	-	5,090.38	5,090.38	0.00
2	Aug 2013	7,000,000.00	4,970,000.00	-	5,429.74	5,429.74	-	-	5,429.74	5,429.74	0.00
3	Sep 2013	7,000,000.00	4,970,000.00	-	5,132.17	5,132.17	-	-	5,132.17	5,132.17	0.00
4	Oct 2013	7,000,000.00	4,970,000.00	-	5,205.93	5,205.93	-	-	5,205.93	5,205.93	0.00
5	Nov 2013	7,000,000.00	4,970,000.00	-	5,455.67	5,455.67	-	-	5,455.67	5,455.67	0.00
6	Dec 2013	7,000,000.00	4,970,000.00	-	5,556.64	5,556.64	-	-	5,556.64	5,556.64	0.00
7	Jan 2014	7,000,000.00	4,970,000.00	-	5,859.64	5,859.64	-	-	5,859.64	5,859.64	0.00
8	Feb 2014	7,000,000.00	4,970,000.00	-	5,422.45	5,422.45	-	-	5,422.45	5,422.45	0.00
9	Mar 2014	7,000,000.00	4,970,000.00	-	5,365.18	5,365.18	-	-	5,365.18	5,365.18	0.00
10	Apr 2014	7,000,000.00	4,970,000.00	-	6,103.45	6,103.45	-	-	6,103.45	6,103.45	0.00
11	May 2014	7,000,000.00	4,970,000.00	-	6,470.38	6,470.38	-	-	6,470.38	6,470.38	0.00
12	Jun 2014	7,000,000.00	4,970,000.00	-	6,016.41	6,016.41	-	-	6,016.41	6,016.41	0.00
13	Jul 2014	7,000,000.00	4,970,000.00	-	6,380.58	6,380.58	-	-	6,380.58	6,380.58	0.00
14	Aug 2014	7,000,000.00	4,970,000.00	-	6,755.19	6,755.19	-	-	6,755.19	6,755.19	0.00
15	Sep 2014	7,000,000.00	4,970,000.00	-	8,975.69	8,975.69	-	-	8,975.69	8,975.69	0.00
16	Oct 2014	7,000,000.00	4,970,000.00	-	9,448.99	9,448.99	-	-	9,448.99	9,448.99	0.00
17	Nov 2014	7,000,000.00	4,970,000.00	-	8,729.68	8,729.68	-	-	8,729.68	8,729.68	0.00
18	Dec 2014	7,000,000.00	4,970,000.00	-	9,556.08	9,556.08	-	-	9,556.08	9,556.08	0.00
19	Jan 2015	7,000,000.00	4,970,000.00	-	9,821.01	9,821.01	-	-	9,821.01	9,821.01	0.00
20	Feb 2015	7,000,000.00	4,970,000.00	-	9,764.40	9,764.40	-	-	9,764.40	9,764.40	0.00
21	Mar 2015	7,000,000.00	4,970,000.00	168,143.67	9,394.57	177,538.24	168,143.67	-	9,394.57	177,538.24	0.00
22	Apr 2015	6,831,856.33	4,801,856.33	232,477.91	11,164.79	243,642.69	232,477.91	-	11,164.79	243,642.69	0.00
23	May 2015	6,599,378.43	4,569,378.43	230,111.50	9,782.98	239,894.48	230,111.50	-	9,782.98	239,894.48	0.00
24	Jun 2015	6,369,266.93	4,339,266.93	226,438.31	10,114.83	236,553.14	226,438.31	-	10,114.83	236,553.14	0.00
25	Jul 2015	6,142,828.61	4,112,828.61	219,726.95	10,799.50	230,526.45	219,726.95	-	10,799.50	230,526.45	0.00
26	Aug 2015	5,923,101.66	3,893,101.66	213,334.69	9,783.28	223,117.97	213,334.69	-	9,783.28	223,117.97	0.00
27	Sep 2015	5,709,766.98	3,679,766.98	202,354.65	10,466.65	212,821.30	202,354.65	-	10,466.65	212,821.30	0.00
28	Oct 2015	5,507,412.33	3,477,412.33	192,190.46	10,490.35	202,680.81	192,190.46	-	10,490.35	202,680.81	0.00
29	Nov 2015	5,315,221.87	3,285,221.87	186,857.14	10,167.66	197,024.81	186,857.14	-	10,167.66	197,024.81	0.00
30	Dec 2015	5,128,364.73	3,098,364.73	176,168.28	11,205.84	187,374.13	176,168.28	-	11,205.84	187,374.13	0.00
31	Jan 2016	4,952,196.45	2,922,196.45	170,957.33	9,536.10	180,493.43	170,957.33	-	9,536.10	180,493.43	0.00
32	Feb 2016	4,781,239.12	2,751,239.12	160,380.75	10,573.58	170,954.33	160,380.75	-	10,573.58	170,954.33	0.00
33	Mar 2016	4,620,858.37	2,590,858.37	155,302.54	9,898.35	165,200.90	155,302.54	-	9,898.35	165,200.90	0.00
34	Apr 2016	4,465,555.82	2,435,555.82	154,776.31	10,571.34	165,347.65	154,776.31	-	10,571.34	165,347.65	0.00
35	May 2016	4,310,779.52	2,280,779.52	154,988.81	10,198.94	165,187.75	154,988.81	-	10,198.94	165,187.75	0.00
36	Jun 2016	4,155,790.71	2,125,790.71	153,735.41	11,161.95	164,897.36	153,735.41	-	11,161.95	164,897.36	0.00
Call		4,002,055.29		3,401,747.00		3,401,747.00	3,401,747.00		-	3,401,747.00	0.00
Total				6,399,691.71	301,850.37	6,701,542.08	6,399,691.71	-	301,850.37	6,701,542.08	-

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Optimus

Security Analysis

Single Security Analysis

Bond:	First NLC Trust 2005-3, M-2	CUSIP:	32113JBV6	Current Balance:	$ 26,056,000	Current S&P:	CC
Factor:	1.00000	Subordination:	6.28%	Current Total Credit Support:	0.00%	Coupon:	1.21%

Executive Summary

Offering		Fund Type	Pricing	Prepared By
Counterparty	Close Brothers	Institutional	Offered	Analyst 6
Date	06/26/2013			
Settlement	6/29/13			
Equity Amount	-			
Initial Amount	26,056,000.00			
Current Amount	26,056,000.00			
Offered Amount	7,000,000.00			
Price	71			
Breakeven Price	71.00000			
Tranche	M-2			

Value	Model Price	Final Price	Market Value
CitiGroup		71	4,970,000.00
JPMorgan			

Ownership Percentage	
Investor	100%
Manager	0%
Call	
Value	85.00%
Period	36
Equity Investment	
Initial Fee	0.00%
Management Fee	0.00%
Return	0.00%
Updated 1mo LIBOR	
Updated Start Date	

Investor Yield	CitiGroup	JPMorgan
IRR (%)	11.25%	
IRR ($)	6,701,542.08	
Investor First Year COC (%)	1.35%	

Asset Summary

Prepayment		Losses		Delinquency		Rate Environment			
CPR		Net Loss Rate	0.42%	30 Day	3.50%	Bond Class	M-2	Cap (%)	Other Rates
1 Month				60 Day	0.25%	USD LIBOR 1 Mo		Floor (%)	15Y Mortgage
3 Month		Current Ratings		90+ Day	12.83%	USD LIBOR 6 Mo		Margin (%)	30Y Mortgage
6 Month		S&P	CC	FCL	31.25%				
Life		Moody's	C	REO	1.62%				

Excess Spread Analysis

JPMorgan

		Bond					Investor				Manager
Period	Date	Beginning Balance									
		Bond	Purchase	Principal	Interest	Cashflow	Principal	Coupon (0.00%)	Excess	Total	Excess + Management
1	Jan 1900	#NUM!	-	-	-	-	-	-	-	-	0.00
2	Feb 1900	-	-	-	-	-	-	-	-	-	0.00
3	Mar 1900	-	-	-	-	-	-	-	-	-	0.00
4	Apr 1900	-	-	-	-	-	-	-	-	-	0.00
5	May 1900	-	-	-	-	-	-	-	-	-	0.00
6	Jun 1900	-	-	-	-	-	-	-	-	-	0.00
7	Jul 1900	-	-	-	-	-	-	-	-	-	0.00
8	Aug 1900	-	-	-	-	-	-	-	-	-	0.00
9	Sep 1900	-	-	-	-	-	-	-	-	-	0.00
10	Oct 1900	-	-	-	-	-	-	-	-	-	0.00
11	Nov 1900	-	-	-	-	-	-	-	-	-	0.00
12	Dec 1900	-	-	-	-	-	-	-	-	-	0.00
13	Jan 1901	-	-	-	-	-	-	-	-	-	0.00
14	Feb 1901	-	-	-	-	-	-	-	-	-	0.00
15	Mar 1901	-	-	-	-	-	-	-	-	-	0.00
16	Apr 1901	-	-	-	-	-	-	-	-	-	0.00
17	May 1901	-	-	-	-	-	-	-	-	-	0.00
18	Jun 1901	-	-	-	-	-	-	-	-	-	0.00
19	Jul 1901	-	-	-	-	-	-	-	-	-	0.00
20	Aug 1901	-	-	-	-	-	-	-	-	-	0.00
21	Sep 1901	-	-	-	-	-	-	-	-	-	0.00
22	Oct 1901	-	-	-	-	-	-	-	-	-	0.00
23	Nov 1901	-	-	-	-	-	-	-	-	-	0.00
24	Dec 1901	-	-	-	-	-	-	-	-	-	0.00
25	Jan 1902	-	-	-	-	-	-	-	-	-	0.00
26	Feb 1902	-	-	-	-	-	-	-	-	-	0.00
27	Mar 1902	-	-	-	-	-	-	-	-	-	0.00
28	Apr 1902	-	-	-	-	-	-	-	-	-	0.00
29	May 1902	-	-	-	-	-	-	-	-	-	0.00
30	Jun 1902	-	-	-	-	-	-	-	-	-	0.00
31	Jul 1902	-	-	-	-	-	-	-	-	-	0.00
32	Aug 1902	-	-	-	-	-	-	-	-	-	0.00
33	Sep 1902	-	-	-	-	-	-	-	-	-	0.00
34	Oct 1902	-	-	-	-	-	-	-	-	-	0.00
35	Nov 1902	-	-	-	-	-	-	-	-	-	0.00
36	Dec 1902	-	-	-	-	-	-	-	-	-	0.00
Call		-		-		-	-		-	-	0.00
Total				-	-	-	-	-	-	-	-

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Optimus

Security Analysis

Single Security Analysis

Bond:	First NLC Trust 2005-3, M-2	CUSIP:	32113JBV6	Current Balance:	$ 26,056,000	Current S&P:	CC
Factor:	1.00000	Subordination:	6.28%	Current Total Credit Support:	0.00%	Coupon:	1.21%

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Offering		Fund Type	Pricing	Prepared By
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Breakeven Price	71.00000			
Tranche	M-2			

Value	Model Price	Final Price	Market Value
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JPMorgan			

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Investor	100%
Manager	0%
Call	
Value	85.00%
Period	36
Equity Investment	
Initial Fee	0.00%
Management Fee	0.00%
Return	0.00%
Updated 1mo LIBOR	
Updated Start Date	

Investor Yield	CitiGroup	JPMorgan
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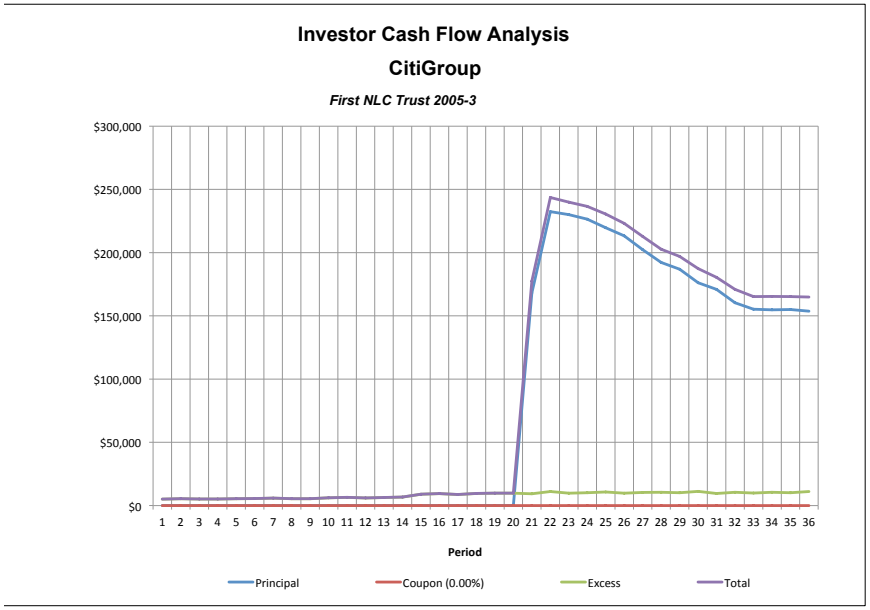
6 Month		S&P	CC	FCL	31.25%				
Life		Moody's	C	REO	1.62%				

Excess Spread Analysis

Investor Charts



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Optimus

Security Analysis

Deal Summary

Bond:	First NLC Trust 2005-3, M-2	CUSIP:	32113JBV6	Current Balance:	$ 26,056,000	Current S&P:	CC
Factor:	1	Subordination:	6.28%	Current Total Credit Support:	0.00%	Coupon:	1.21%

Deal Summary

Deal Information

Underwriter	Closing Date	Original Amount (000)	# of Tranches	Issuer	Servicer
Friedman Billings Ramsey	10/1/05	400,876,524	14	First NLC Trust	Wells Fargo

Other Credit Support

Name	Initial Support	Current Support	Trustee	Classes Supported
O/C	3.15%	0.00%	HSBC	
0				

Bond Information

								S&P		Moody's	
Class Name	Pool	CUSIP	Coupon	Original Balance (000)	Current Balance (000)	Factor	Current Subordination	Original Rating	Current Rating	Original Rating	Current Rating
AV-1	Total Mxd Fxd&Arn	32113JBQ7	--	131,406,000	--		--	--	AAA	Aaa	Aaa
AV-2	Total Mxd Fxd&Arn	32113JBR5	--	120,761,000	--		--	--	NR	Aaa	Aaa
AV-3	Total Mxd Fxd&Arn	32113JBS3	--	14,443,000	--		--	--	NR	Aaa	WR
AV-4	Total Mxd Fxd&Arn	32113JBT1	--	32,243,000	--		--	--	NR	Aaa	Aa1
M-1	Total Mxd Fxd&Arn	32113JBU8	0.90%	31,468,000	30,644,986	0.974	49.35%	--	B	Aa2	Caa1
M-2	Total Mxd Fxd&Arn	32113JBV6	1.21%	26,056,000	26,056,000	1.000	6.28%	--	CC	A2	C
M-3	Total Mxd Fxd&Arn	32113JBW4	1.29%	6,414,000	3,800,693	0.593	0.00%	--	D	A3	C
M-4	Total Mxd Fxd&Arn	32113JBX2	--	6,414,000	--		--	--	D	Baa1	C
M-5	Total Mxd Fxd&Arn	32113JBY0	--	4,810,000	--		--	--	D	Baa2	WR
M-6	Total Mxd Fxd&Arn	32113JBZ7	--	5,812,000	--		--	--	D	Baa3	C
M-7	Total Mxd Fxd&Arn	32113JCA1	--	8,418,000	--		--	--	D	NR	NR
B	Total Mxd Fxd&Arn	--	0.00%	-	-		--		NR		NR
N	Total Mxd Fxd&Arn	32113JCB9	5.00%	11,600,000	-	-	--	--	A	NR	NR
C	Total Mxd Fxd&Arn	--	0.00%	12,631,524	-	-	--		--		--

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Optimus

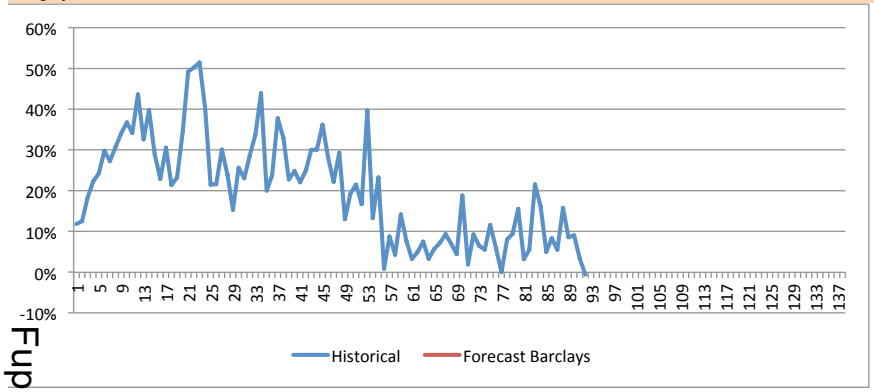
Security Analysis

Collateral Performance

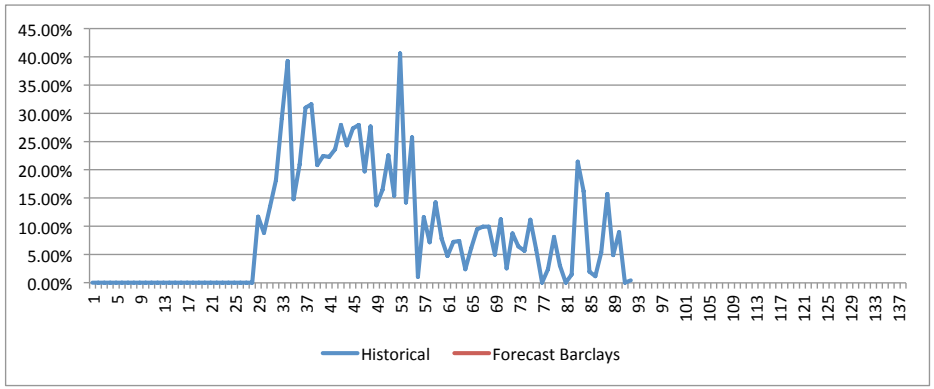
Bond:	First NLC Trust 2005-3, M-2	CUSIP:	32113JBV6	Current Balance:	$ 26,056,000	Current S&P:	CC
Factor:	1	Subordination:	6.28%	Current Total Credit Support:	0.00%	Coupon:	1.21%

Collateral Performance

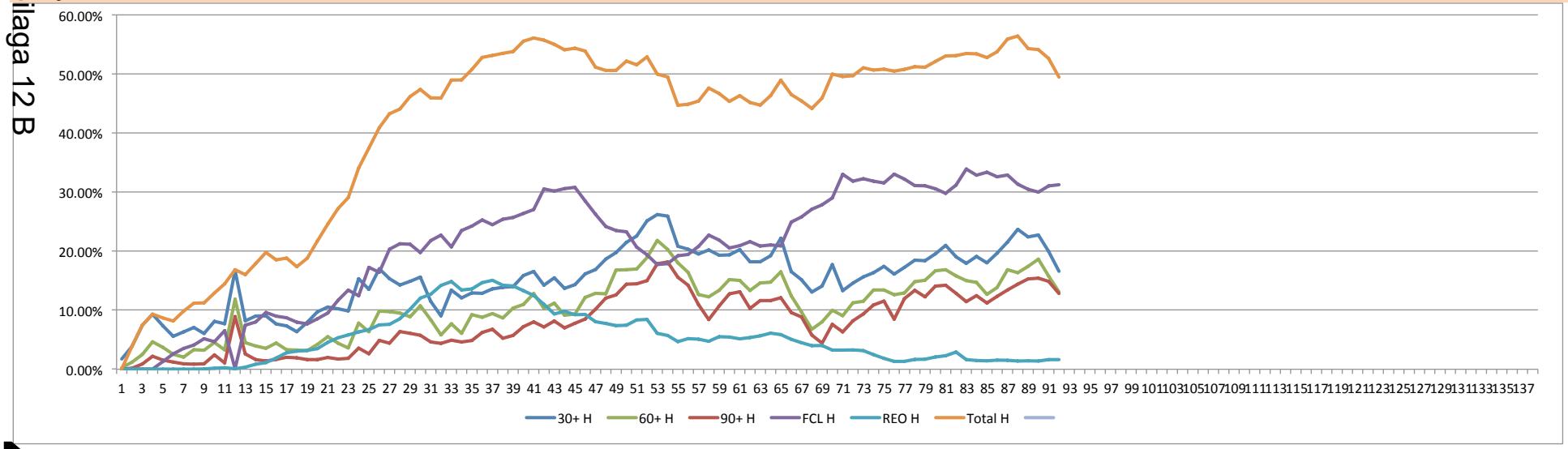
Prepayments



Annualized Default Rate



Delinquencies



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Cash Management

Print Single Wire Transfer

Ref #: 686040
Created by: ABS Investment Group LLC - 08/05/2013 08:11 am PDT
Approved by: ABS Investment Group LLC - 08/05/2013 08:12 am PDT

SENDER

Name: ABS Investment Group LLC
Tax ID #: 262119490
Address: 707 BROADWAY 18TH FLOOR
City: San Diego
State: California
ZIP/Postal Code: 92101
Phone Number: 6192360444

Account to Debit: Checking:*0070
Amount: $ $639,403.34
Submit date: 08/05/2013

BENEFICIARY

Beneficiary's Full Name: Close Brothers Seydler Bank AG
Beneficiary's Address 1: Schillerstrasse 27-29
Beneficiary's Address 2: Frankfurt am Main
Beneficiary's City: Frankfurt
Beneficiary's Region/State:
Beneficiary's Country: GERMANY
ZIP/Postal Code: 60313
Beneficiary's Account: IBAN DE62500305009153974002
Special Instructions for the Beneficiary: FURTHER CREDIT: CORE NUMBER 728.

INTERMEDIARY INSTITUTION*(optional)*

If data is entered in a single field in this section all fields in this section become required.

Code Type:
Local Clearing Code:
Institution Name:
Institution Address:
Institution City:
Institution Region/State:
Institution Country:

BENEFICIARY INSTITUTION

Code Type: BIC/SWIFT Code PARBDEFFXXX
Local Clearing Code:
Institution Name: BNP Paribas
Institution Address: Frankfurt am Main
Institution City: Frankfurt
Institution Region/State:
Institution Country GERMANY
ZIP/Postal Code: 60327

Fondbestämmelser för Optimus High Yield

Godkända av Finansinspektionen 2013-04-22

§ 1 Fondens rättsliga ställning

Fondens namn är Optimus High Yield, nedan kallad Fonden. Fonden är en värdepappersfond enligt lagen (2004:46) om investeringsfonder (LIF).

Fonden riktar sig till allmänheten (fysiska och juridiska personer) , försäkringspremier enligt Försäkringsrörelselagen (1982:713) samt individuellt pensionssparande enligt lagen (1993:931) om individuellt pensionssparande och fondförmögenheten ägs av fondandelsägarna gemensamt. Varje fondandel medför lika rätt till den egendom som ingår i Fonden. Fonden kan inte förvärva rättigheter eller ta på sig skyldigheter. Inte heller kan Fonden föra talan inför domstol eller någon annan myndighet. Fondbolaget som förvaltar Fonden företräder andelsägarna i alla frågor som rör Fonden, beslutar om den egendom som ingår i Fonden samt utövar de rättigheter som härrör ur egendomen.

Fonden förvaltas enligt dessa fondbestämmelserna, bolagsordningen för fondbolaget, LIF samt övriga tillämpliga författningar.

§ 2 Fondförvaltare

Fonden förvaltas av Optimus Fonder AB, org. nr 556673- 5758, nedan kallat Fondbolaget. Förvaltningen av Fonden ska ske så att fondbolaget handlar uteslutande i fondandelsägarnas gemensamma intresse. Fondbolaget ska handla oberoende av förvaringsinstitutet.

§ 3 Förvaringsinstitutet och dess uppgifter

Fondens tillgångar förvaras av Swedbank AB (publ), org. nr 502017-7753, såsom förvaringsinstitut, nedan kallat Förvaringsinstitutet. Förvaringsinstitutet ska handla oberoende av Fondbolaget och uteslutande i fondandelsägarnas gemensamma intresse.

Förvaringsinstitutet ska kontrollera att de beslut som Fondbolaget fattat avseende Fonden inte strider mot LIF eller fondbestämmelserna för Fonden. Förvaringsinstitutet ska vidare ta emot och förvara den egendom som ingår i Fonden samt se till att;
1.försäljning och inlösen av fondandelar sker i enlighet med fondbestämmelserna och LIF,
2.fondandelarnas värde beräknas enligt fondbestämmelserna LIF,
3.tillgångarna i Fonden utan dröjsmål kommer Förvaringsinstitutet tillhanda, och
4.medlen i Fonden används enligt fondbestämmelserna LIF.

Om utländska finansiella instrument ingår i Fonden, får Förvaringsinstitutet låta ett lämpligt utländskt förvaringsinstitut förvara dem. Ett sådant uppdrag fråntar inte Förvaringsinstitutet dess ansvar enligt LIF.

§ 4 Fondens karaktär

Fonden är en värdepappersfond som huvudsakligen investerar i olika räntebärande instrument på de internationella marknaderna. Fonden jämförs inte mot något specifikt index. Fonden har som målsättning att genom sina placeringar uppnå en långsiktig god värdetillväxt på de internationella marknaderna. Fondens risktagande, definierat som storleken på de förändringar uppåt och nedåt som kan inträffa i fondförmögenhetens och

därmed fondandelens värde, är större än vad som är vanligt i en traditionell räntefond men mindre än risken i en traditionell aktiefond.

§ 5 Fondens placeringsinriktning

Fondens medel ska placeras i finansiella instrument på de internationella marknaderna. Fonden får placera i tillgångsslagen överlåtbara värdepapper, penningmarknadsinstrument, derivatinstrument samt fondandelar och på konto hos kreditinstitut. Placering i investeringsfondandelar kan uppgå till maximalt 10% av fondförmögenheten, placering på konto hos kreditinstitut till maximalt 20% av fondförmögenheten.

Fondens medel kan placeras i standardiserade optioner och terminer där den underliggande tillgången utgörs av valutor, räntebärande instrument, aktier och aktieindex. Syftet med placeringar i optioner och terminer är att:
• Skydda mot kursrisker.
• Öka avkastningen.

Fonden får vid varje tidpunkt vara utsatt för säkerhetskrav med anledning av handel med ränterelaterade derivatinstrument som högst uppgår till 20 procent av fondförmögenheten.

Placeringar i utländsk valuta kommer mestadels att kurssäkras till SEK.

Fonden har Finansinspektionens tillstånd enligt 5 kap.8§ LIF att placera upp till 100 procent av fondförmögenheten i obligationer och andra skuldförbindelser som getts ut eller garanteras av svenska staten. Obligationerna eller skuldförbindelserna måste dock komma från minst sex olika emissioner och de som kommer från en och samma emission får inte överstiga 30 procent av Fondens värde.

Fondens totala risk mäts som standardavvikelse (volatilitet) och ska i normalläget ligga inom intervallet 2–15 procent beräknat på månadsdata. Det bör särskilt uppmärksammas att den eftersträvade genomsnittliga risknivån kan komma att över- eller underskridas vid ovanliga marknadsförhållanden eller extraordinära händelser. Den totala risken är ett mått på hur avkastningen förväntas variera runt Fondens genomsnittliga avkastning.

§ 6 Marknadsplatser

Fondens medel får placeras på samtliga reglerade marknader eller motsvarande marknader utanför eller inom EES. Handel får även ske på annan marknad inom eller utom EES som är öppen för allmänheten. Handel får även ske på en handelsplattform/MTF eller annan marknad inom eller utom EES som är reglerad och öppen för allmänheten.

§ 7 Särskild placeringsinriktning

Fondens medel får placeras i sådana överlåtbara värdepapper och penningmarknadsinstrument som avses i 5 kap. 5 § första stycket motsvarande maximalt 10 % av Fondens värde i enlighet med LIF.
Fonden får använda sig av derivat som ett led i placeringsinriktningen. Fonden får även använda OTC-derivat.

§ 8 Värdering

Det dagligt beräknade fondandelsvärdet ligger till grund för fastställande av försäljnings- och inlösenkurser vid handel med andelar i Fonden. Ett fondandelsvärde beräknas och publiceras varje bankdag på Fondbolagets hemsida. Fondens värde utgörs av Fondens tillgångar efter avdrag för skulder inklusive upplupna kostnader och skatter. Värdet av en fondandel är Fondens värde delat med antalet utestående andelar.

Tillgångarnas värde beräknas enligt följande:

- Finansiella instrument värderas med ledning av uppgifter om aktuella marknadsvärden, varmed avses senaste betalkurs eller om sådan inte finns senaste köpkurs. Om dessa enligt fondbolagets bedömning är missvisande, får värdering härledas utifrån information om liknande transaktioner som ägt rum under marknadsmässiga omständigheter den senaste tidsperioden. Om dessa enligt fondbolagets bedömning är missvisande, får värdering härledas utifrån användandet av en värderingsmodell som är etablerad på marknaden. Om sådana kurser enligt fondbolagets bedömning är missvisande får värdering ske till ett marknadsvärde som fondbolaget på annan objektiv grund fastställer.
- För sådana överlåtbara värdepapper och penningmarknadsinstrument som avses i 5 kap. 5 § lagen om investeringsfonder fastställs ett marknadsvärde varmed avses senaste betalkurs eller om sådan inte finns senaste köpkurs. Om dessa enligt fondbolagets bedömning är missvisande, får värdering härledas utifrån information om liknande transaktioner som ägt rum under marknadsmässiga omständigheter den senaste tidsperioden. Om dessa enligt fondbolagets bedömning är missvisande, får värdering härledas utifrån användandet av en värderingsmodell som är etablerad på marknaden. Om sådana kurser enligt fondbolagets bedömning är missvisande får värdering ske till ett marknadsvärde som fondbolaget på annan objektiv grund fastställer.
- För OTC-derivat fastställes ett marknadsvärde baserat på allmänt vedertagna värderingsmodeller eller genom att utgå från liknande transaktioner som ägt rum under marknadsmässiga omständigheter.
- Likvida medel och kortfristiga fordringar, i form av medel på konto och korta placeringar på penningmarknaden samt likvider för sålda värdepapper, upptages till det belopp varmed de beräknas inflyta.

För samtliga tillgångar beaktas tillhörande rättigheter i form av räntor, utdelningar, emissionsrätter och dylikt.

Skulder, vilka värderas till marknadsvärde, utgörs av:

- Ersättning till Fondbolaget.
- Ej erlagda likvider för köpta finansiella instrument.
- Eventuella skatter.

§ 9 Försäljning (teckning) och inlösen av fondandelar

Fonden är öppen för försäljning (fondandelsägares köp) och inlösen (fondandelsägares försäljning) varje bankdag. Lägsta tillåtna belopp vid direktinvestering i Fonden är 1 000 SEK, och lägsta gräns för månadssparande är 100 SEK.

Order om försäljning och inlösen som kommit fondbolaget tillhanda senast kl 13.00 vid hel bankdag och senast kl 11.00 vid halv bankdag verkställes samma dag och till den dagens försäljnings-/inlösenpris. Ordrar som inkommit efter ovan nämnda stopptider verkställs nästföljande bankdag. Blanketter för försäljning och inlösen tillhandahålls av Fondbolaget och finns på Fondbolagets hemsida.

Senaste uppgift om kurs till vilken handel med fondandelar skett publiceras varje bankdag på fondbolagets hemsida. Försäljnings- och inlösenpriset för en fondandel utgörs av fondandelsvärdet på försäljnings- respektive inlösendagen. Försäljning och inlösen av fondandelar sker till, en vid tidpunkten för begäran, okänd kurs. Avräkning ska ske till det fondandelsvärde som fastställs varje bankdag. Begäran om försäljning respektive inlösen får återkallas endast om Fondbolaget medger det, varvid principen om likabehandling av fondandelsägarna ska tillämpas.

Fondandel ska, med den begränsning som anges i föregående stycke, på begäran inlösas om medel finns tillgängliga i Fonden. Om så inte är fallet, ska medel anskaffas genom försäljning av Fondens egendom och inlösen verkställas så snart som möjligt. Skulle en sådan försäljning

väsentligt kunna missgynna övriga andelsägares intresse, får Fondbolaget efter anmälan till Finansinspektionen, avvakta med försäljningen.

I de fall möjlighet saknas att fastställa kurs i Fonden på sätt som säkerställer fondandelsägarnas lika rätt, till följd av att marknadsplats är helt eller delvis stängd, får handeln i Fonden senareläggas.

§ 10 Extraordinära förhållanden

Under extraordinära förhållanden, som exempelvis större rörelser på marknaden, kan kurssättningen göras om för att ta hänsyn till ändrade förhållanden. Vid sådana extraordinära förhållanden som medför att Fondens tillgångar inte kan värderas på ett sätt som säkerställer fondandelsägarnas lika rätt, kan Fonden komma att stängas för in- och utträde. Fondbolaget ska utan dröjsmål anmäla sådant beslut till Finansinspektionen.

§ 11 Avgifter och ersättning ur Fonden

Ur Fondens medel får betalas ersättning dels till fondbolaget för dess förvaltning, analys, administration, bokföring och registerhållning, revision och tillsyn av Fonden samt dels till Förvaringsinstitutet för dess förvaring av Fondens tillgångar.
Ersättning till Fondbolaget får högst uppgå till 2,35 procent per år. Avgiften beräknas dagligen med 1/365-del samt tas ur Fonden månadsvis.

Ur Fondens medel tas vidare courtage och andra kostnader hänförliga till köp och försäljning av värdepapper.

På ersättningar, kostnader och avgifter enligt ovan tillkommer eventuella mervärdesskatter och andra skatter.

Försäljningspriset (kundens köpkurs) för fondandel ska vara fondandelsvärdet den dag försäljningen verkställs med ett tillägg av högst 5 procent. Inlösenpriset (kundens säljkurs) för fondandel ska vara lika med fondandelsvärdet den dag inlösen sker efter avdrag med högst 1 procent av det inlösta värdet. Avgift avseende försäljning respektive inlösen tillfaller fondbolaget.

§ 12 Utdelning

Till andelsägarna ska utdelningsbart belopp utdelas om fondbolaget så beslutar. Utdelningen per fondandel får avrundas till närmast lägre tiotal ören. Utbetalning av utdelning sker under maj månad året efter räkenskapsåret. Utdelning tillkommer fondandelsägare som på av fondbolaget fastställd utdelningsdag är registrerad för fondandel. För utdelningen ska, efter avdrag för preliminär skatt, fondbolaget förvärva nya fondandelar för fondandelsägarens räkning.
Beräkning av det för fonden utdelningsbara beloppet sker enligt följande;

- fondens resultat enligt resultaträkning för räkenskapsåret, till den del detta utgör för fonden beskattningsbart resultat,
- en skattemässig schablonintäkt för fonder, samt
- eventuellt kvarstående restbelopp sedan föregående utdelningstillfälle.

Efter särskild begäran, vilken ska framställas av fondandelsägaren skriftligen och vara fondbolaget tillhanda senast den sista mars, kan utdelningen, efter avdrag för skatt enligt gällande föreskrifter, istället för att placeras i nya fondandelar utbetalas till fondandelsägaren.

§ 13 Fondens räkenskapsår

Fondens räkenskapsår är kalenderår.

§ 14 Årsberättelse, halvårsredogörelse och ändring av fondbestämmelserna

För Fonden upprättas och avges årsberättelse och halvårsredogörelse. Dessa ska tillställas de andelsägare som så begärt samt hållas tillgängliga hos fondbolaget och förvaringsinstitutet senast fyra respektive två månader efter senaste års- respektive halvårsskifte. Ändring av fondbestämmelserna ska underställas Finansinspektionen för godkännande. Efter godkännande ska fondbestämmelserna i den nya lydelsen hållas tillgängliga hos fondbolaget och förvaringsinstitutet samt i förekommande fall tillkännages på sätt som Finansinspektionen anvisar.

§ 15 Pantsättning och överlåtelse

Pantsättning av fondandelar får ej ske. Överlåtelse av andelar får ske efter godkännande av Fondbolaget och ska ske skriftligen.

§ 16 Ansvarsbegränsning

Om en fondandelsägare tillfogats skada genom att fondbolaget överträtt lagen om investeringsfonder eller fondbestämmelserna, ska fondbolaget ersätta skadan. Om en fondandelsägare eller ett fondbolag tillfogats skada genom att förvaringsinstitutet överträtt denna lag eller fondbestämmelserna, ska institutet ersätta skadan. Detta framgår av 2 kap. 21 § lagen om investeringsfonder.

Fondbolaget och/eller Förvaringsinstitutet är inte ansvariga för skada som beror av svenskt eller utländskt lagbud, svensk eller utländsk myndighets åtgärd, krigshändelse, strejk, blockad, bojkott, lockout eller annan liknande omständighet. Förbehållet i fråga om strejk, blockad, bojkott och lockout gäller även om Fondbolaget eller Förvaringsinstitutet själva är föremål för eller vidtar sådan konfliktåtgärd.

Skada som uppkommer i andra fall ska inte ersättas av Fondbolaget och/eller Förvaringsinstitutet, om normal aktsamhet iakttagits. Fondbolaget och/eller Förvaringsinstitutet ansvarar inte i något fall för indirekt skada och ansvarar inte heller för skada som förorsakats av depåbank eller annan uppdragstagare som Fondbolaget eller Förvaringsinstitutet med tillbörlig omsorg anlitat eller för skada som kan uppkomma i anledning av förfogandeinskränkning som kan komma att tillämpas mot Fondbolaget eller Förvaringsinstitutet. Föreligger hinder för Fondbolaget och/eller Förvaringsinstitutet att vidta åtgärd på grund av omständighet som anges ovan får åtgärden skjutas upp till dess hindret upphört.

HAYDEN CONSULTING GROUP LLC
VALUATION AND CONSULTING SERVICES

One World Trade Center
121 SW Salmon Street
Eleventh Floor
Portland, Oregon 97204
503.471.1327
info@haydenconsultinginti.com

PORTLAND NEW YORK LONDON

Ulf Deckmark, President
Optimus Fonder
Hammarby Kaj 16
Stockholm, Sweden 12030

Re: Questions about "History" and Corp. Structure"

Dear Ulf

In 2012, we changed our corporate structure. Historically, we were originally formed in 1975 in San Diego, California and later opened offices in Portland, Oregon. In 1981, we formed a General Partnership and operated under the firm name of Epperson & Trotter. We decided in 2012 to form a limited liability company (LLC) and bring other Members into our firm. We have experienced above average growth in recent years and decided this form of doing business was most conducive to the way we wanted to grow. This change took effect in the Fall of 2012. In the United States, the LLC, has become a very popular "form" for doing business. Even though, J Thomas Epperson is the Managing Member of our firm, we fully expect to add new Members in the first half of 2013. Our firm has always prided itself on its Professionalism and Independence. Currently, we are completely Independent with all the firms that we do Valuations for or provide other professional services.

Our Website is currently undergoing updating and revision. Our new website will describe the specialized nature of the various services that we will provide by describing the sophisticated risk modeling that we employ to determine the intrinsic value of residential mortgage backed securities (RMBS's). We will present our new Website sometime in June 2013. We will advise you once it is available to the Institutional Marketplace. I'm sure that you will find it informative. There are not many Independent valuation firms in this "niche" area of Valuations for RMBS's, and we believe our reputation and expertise is competitive with those that work in this area. The valuation firms are all well known to those who require this kind of service.

Our employee base is not as large as some, but we limit ourselves to this very unique and complex Valuation service for RMBS's. Our employee base includes independent contractors that we employ, such as security analysts, actuaries, and other professionals as necessary. We do not do insurance consulting, employee benefits, healthcare, and other related services and do not require a large infrastructure. Our annual revenue base is less than $3,000,000.

Our offices in New York and London are smaller than our headquarters location, but have proven beneficial in servicing our clients on the East Coast and Canada, as well as the clients that we have in Europe. Our professional offices have been strategically located to serve our clients and to avail ourselves of required professionals that have specific expertise. Our offices are located as follows:

245 Park Avenue
39th Floor
New York City
New York
10167
United states of America,

and London:

81 Oxford Street
London
W1D2EU
United Kingdom

Our client base is confidential, but these firms listed below have agreed to have their names published. Additional references can be provided on request. A partial list of our client base includes International Property Solutions, Network Capital Funding, IMPAC Mortgage, Omniarch Capital, Brentwood Financial, and others.

We appreciate your questions and are happy to provide this additional information.
We look forward to providing professional services to your organization and having a mutually beneficial relationship.

Should you have additional questions, please do not hesitate to contact me.

Sincerely,

J Thomas Epperson

Fund Name: American RMBS Equity Fund IV
Project Name: December 31, 2013 Bond Valuation

Name of Bond	CUSIP	Date Bought	Face Bought	Price Paid	12/31 Face	Hayden Valuation
AMSI 2004-R3 M6	03072SQH1	4/3/2012	571,533.32	160,029.33	532,315.42	273,415.41
BAFC 2007-08 XIO	05953LAM1	12/11/2012	3,252,008.88	650,401.78	2,323,068.96	517,318.05
BOAMS 2004-05 XB1	05948X7J4	9/14/2012	422,512.46	340,122.53	322,921.21	403,283.66
BOAMS 2004-08 15IO	05949ATT7	11/2/2011	289,087.09	28,728.03	153,185.81	11,729.65
BOAMS 2004-11 30IO	05949AD98	4/28/2010	4,075,030.82	799,724.80	1,466,629.51	1,327,899.02
BOAMS 2006-03 1A13	05950LAN2	11/2/2011	1,096,312.48	224,744.06	709,010.21	138,952.33
BSABS 2007-HE5 M2	073859AH3	9/27/2012	5,000,000.00	2,250,000.00	5,000,000.00	1,125,455.72
BSCM 2007-P16 H	07388YBE1	2/28/2013	5,995,000.00	749,375.00	5,995,000.00	699,319.46
CMLTI 2004-HY4 1M	17307GMP0	4/4/2011	443,747.63	217,436.34	402,394.79	252,785.39
CSAB 2006-01 A4	22943HAE6	10/16/2013	16,171,000.00	8,408,920.00	16,171,000.00	10,994,098.55
CWALT 2004-3T1 M	12667FDT9	9/14/2012	304,548.72	231,457.02	280,147.59	222,958.94
CWALT 2005-46C A15	12667G7J6	2/19/2013	445,561.98	131,440.78	289,954.59	74,197.90
CWHL 2003-J4 B1	12669EGW0	1/11/2013	816,323.86	644,895.85	621,331.52	339,652.75
CWHL 2004-J2 B2	12669FQW6	8/6/2012	643,475.01	241,303.13	152,435.82	32,561.97
CWHL 2006-19 X	12543XAK2	4/2/2013	53,129,349.13	4,781,641.42	43,364,639.81	4,299,604.04
CXHE 2002-A MF2	152314EN6	6/15/2011	1,158,706.61	524,314.74	1,072,186.60	345,166.54
FHASI 2006-AR4 IIA2	32053AAF3	8/10/2012	619,742.94	254,094.61	448,273.29	87,057.65
GSAMP 2006-HE7 M2	36245EAG3	4/19/2011	2,305,000.00	449,475.00	748,695.88	121,889.25
GSR 2006-1F 5A2	3623418A0	5/28/2010	30,983.49	10,844.22	2,372.45	362.12
HEAT 2002-5 M2	2254W0AJ4	9/5/2012	850,925.38	750,941.65	745,588.62	684,278.17
HVMLT 2005-03 X2	41161PNK5	3/22/2011	4,011,894.46	290,862.35	2,361,391.66	79,720.16
HVMLT 2006-01 X1	41161PB36	3/1/2013	10,422,599.10	1,276,768.39	9,247,638.42	741,419.48
LMT 2007-10 1A2	52522QAB8	11/13/2012	1,054,377.59	274,138.17	317,498.56	14,944.35
MALT 2007-A2 A3D	59024FAG9	8/7/2013	14,452,530.54	9,683,195.46	14,452,530.54	9,683,195.46

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Fund Name: American RMBS Equity Fund IV
Project Name: December 31, 2013 Bond Valuation

Name of Bond	CUSIP	Date Bought	Face Bought	Price Paid	12/31 Face	Hayden Valuation
MASTR 2003-04 30AX	55265KWP0	10/15/2012	2,831,507.72	424,726.16	1,822,196.16	204,796.98
MSAC 2007-HE6 A1	61755CAA0	11/7/2012	309,644.16	213,654.47	280,228.21	269,525.97
MSM 2007-6XS 2A7M	61751JAP6	12/27/2012	8,191,000.00	3,767,860.00	8,191,000.00	6,773,370.49
MSM 2007-14AR 3A4	61756VAV1	12/5/2011	34,161,499.26	427,018.74	23,420,462.43	753.68
POPLR 2004-4 M4	73316PAL4	2/29/2012	2,079,844.20	920,331.06	2,079,844.20	135,938.39
POPLR 2005-2 M4	73316PCN8	12/20/2011	1,634,794.10	286,088.97	1,634,794.10	225,710.57
RALI 2002-QS2 B1	76110GWJ6	2/6/2012	908,412.27	461,019.22	733,732.14	749,341.33
RALI 2004-QA4 M2	76110HZQ5	2/25/2011	871,148.99	229,765.55	309,848.21	18,084.07
RAST 2003-A11 B3	45660NVF9	1/25/2011	1,333,551.39	568,426.28	1,243,435.40	623,924.58
RAST 2003-A4 B3	45660NPV1	5/4/2011	1,123,282.71	533,559.29	52,559.19	48,977.58
SAIL 2006-4 A5	86360WAE2	8/1/2013	13,492,000.00	10,388,840.00	13,492,000.00	10,388,840.00
SAIL 2003-B11 M4	86358EEQ5	8/23/2010	1,130,574.17	960,988.04	42,175.01	28,090.42
SARM 2004-08 B1X	86359BWT4	5/8/2013	19,778,903.47	2,808,604.29	19,024,375.45	1,918,291.19
SBM7 2001-01 MF2	79550DAE9	3/2/2012	1,026,654.51	316,979.58	851,263.75	434,649.10
WAMU 2003-S4 CB4	9292275U6	10/17/2012	804,092.75	442,251.01	678,072.94	344,369.10
WAMU 2004-A14 B2	939336W66	7/22/2011	2,656,720.32	730,598.09	2,453,870.91	651,486.35
WAMU 2007-OA6 2XPPP	92927BAG7	4/16/2012	63,703,393.44	1,353,697.11	45,728,482.66	1,918,291.19
WFMBS 2005-17 IA2	94982SAE3	5/28/2010	71,308.06	35,654.03	22,138.50	6,121.73
WMALT 2005-01 B1	9393363A9	4/8/2013	5,250,382.45	1,890,137.68	4,071,943.39	767,561.33
Totals			288,920,965.46	60,135,054.23	233,312,633.91	57,979,390.07

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HAYDEN US CASH FLOW SUMMARY FOR ABS INVESTMENTS

Accurate and Reliable Deal Models:
Hayden Consulting utilizes algorithm to interpret market movements and cashflow engines, including JPMorgan, Barclays and Lewtan's ABSNet cashflow engine powered by The Yield Book, a leader in bond analytics. The algorithm heavily weights The Yield Book, which is a trusted and authoritative source for fixed income analytics that enables market makers and institutional investors to perform complex and accurate portfolio analysis and risk management. The models are developed in collaboration with Citigroup's research and strategy teams, and used by Citigroup's own traders. Citigroup goes through an extensive quality assurance process on their models to ensure accuracy. This includes tying out the weighted average lives of the bonds to the decrement tables in the prospectus and comparing results to other industry accepted models.

Utilizing the premier structured finance information and analytics providers, combined with the analysis to understand the results, makes Hayden the premier MBS valuation entity; delivering credit surveillance, valuation, trade decision analysis, regulatory compliance, risk management, pooling, bond administration, and investor reporting solutions to investors. As such, Hayden is in the unique position as the only organization serving all aspects of the global structured finance marketplace with robust valuation support for investors.

Powerful Collateral Projections:
While the liability models themselves are extremely accurate, the real power behind the tool lies in the sophistication of the integrated credit model developed by Citigroup's Mortgage Analysis team. More specifically, the collateral projection options leverage Citigroup's credit and volatility models, which are detailed in Exhibit A (attached hereto). Hayden's customers benefit from the embedded economic assumptions contained therein (home price appreciation, employment, interest rate scenarios, etc.) and the use of implied loan modifications. Investors have the option to use the embedded models to project prepayments, defaults, losses and interest rate forward curves and fully leverage their power.

1. Assumption setting – Model assumptions may be set as follows:
   a) Using the Citibank credit models to set prepay, default and loss severity assumptions in conjunction with interest rate curves based off of the volatility models. For loss severity, the model allows for additional assumptions such as HPA and unemployment rates as well.
   b) User-defined constant assumptions for prepay, defaults, and loss severity.

c) User-defined vector assumptions for prepay, default, loss severity and index rates.
d) User-defined on/off/determine by waterfall switch for the lockout/delinquency trigger.
e) Call assumptions may be set to project to maturity or to the call date.
f) Servicer advances may be set to advance or not to advance.
g) User-defined recovery-lag for situations when the default and loss severity models are not being utilized.

2. Output – The following outputs are available:
a) Indicative data.
b) Price / Yield analytics including certain option adjusted risk measures.
c) Multi-Scenario analysis will provide fully option adjusted pricing and risk measures as of settlement date or a specified horizon date.
d) Bond and collateral cash flow output for single scenario and multiple scenario projections.

EXHIBIT A
CREDIT & VOLITILITY MODEL SUMMARY

1. **The Prepayment Model**

   Prepayment projections are at the center of all mortgage security valuation and analysis. The embedded Prepayment Model possesses two critical characteristics for projecting prepayments. First, the model is dynamic and flexible, with time-varying values of key inputs, such as the costs of refinancing, to capture "environmental" changes over time. Second, the model is based on fundamental relationships that are likely to persist over time and that apply whatever the borrower demographics or mortgage type.

2. **The Mortgage Defaults Model**

   The US housing market's weakness has emphasized the need for a solid foundation for evaluating credit-sensitive mortgage securities. The embedded Mortgage Default Model attempts to overcome these data issues in several ways. The model uses dynamic deal specific adjustments to incorporate originator- and servicer-specific effects. The result is a model that has tracked actual prepayments and defaults quite well over time, and one that can be used for objective and rigorous analysis of subprime mortgage securities. The Mortgage Defaults Model also serves as a component of the Prepayment Model.

3. **The Loss Severity Model for Residential Mortgages**

   The Loss Severity Model for Residential Mortgages analyzes loss severities on mortgage loans with varying borrower and loan characteristics and develops a predictive model for projecting losses. The loss model, combined with prepayment and default models, are used to project loss-adjusted cash flows.

4. **The Libor Market Model**

   The Libor Market Model (LMM) is a term structure model that predicts the volatility and correlations of forward LIBORs. This leads to more realistic cashflow projections on both the collateral and liability side of structured transactions. The model deals directly with market-observable objects, rather than the infinitesimal short rate. This aspect of modeling belongs to a class of term structure models previously known as Brace-Gatarek-Musiela (BGM), but "Market Model" is the more current terminology.

5. **Mortgage Option-Adjusted Term Structure Model (MOATS Model)**

   The Mortgage Option-Adjusted Term Structure (MOATS) model is used for projecting mortgage rates for cashflow projections. The MOATS model assumes

a constant OAS (option adjusted spread) for the current-coupon mortgage-backed security (MBS) at all times and across all interest rate paths. From this assumption, it calculates the current-coupon yield at all nodes. The primary mortgage rate is then calculated from the current coupon yield.

Cash Management

Print Single Wire Transfer

Ref #: 667621
Created by: ABS Investment Group LLC - 07/08/2013 03:09 pm PDT
Approved by: ABS Investment Group LLC - 07/08/2013 03:09 pm PDT

SENDER

Name: ABS Investment Group LLC
Tax ID #: 262119490
Address: 707 BROADWAY 18TH FLOOR
City: San Diego
State: California
ZIP/Postal Code: 92101
Phone Number: 6192360444

Account to Debit: Checking:*0070
Amount: $ $126,000.00
Submit date: 07/09/2013

BENEFICIARY

Beneficiary's Full Name: The Escrow Firm, Inc.
Beneficiary's Address 1: 29982 Ivy Glenn Drive, #200
Beneficiary's Address 2:
Beneficiary's City: Laguna Niguel
Beneficiary's State: California
ZIP/Postal Code: 92677
Beneficiary's Account Number: 1892072396
Special Instructions for the Beneficiary: Reference Escrow No. 098-020149-KO, property address 64 Ritz Cove Drive, Dana Point, CA 92629.

INTERMEDIARY INSTITUTION*(optional)*

If data is entered in a single field in this section all fields in this section become required.

Code Type:
Institution Name:
Institution Address:
Institution City:
Institution State:

BENEFICIARY INSTITUTION

Routing Number: 121137522
Institution Name: Comerica Bank
Institution Address: 955 J Street
Institution City: San Diego
Institution State: California
ZIP/Postal Code: 92101

Strategi Placering AB

Invoice

Invoice No / Customer No: 2 2

Invoice date: 2012-08-01

Invoice address
ABSIG LLC
707 Broadway,18th Floor
San Diego
121 California
United States

Your reference	Mark Bishop	Our reference	Tomas Larsson
Your order No		Terms of payment	20 dagar netto
Terms of delivery		Date due	2012-08-21
Transported by		Penalty interest	11,00 %
Delivery date	2012-08-20		

Article No / Delivery date	Denomination	Delivered quantity	Unit	Unit price	Discount	Total
	Marketing during July 2012	1		22 478,31		25 000,00

Net
25 000,00

TO PAY
USD **25 000,00**

BIC	Account number	Bank	Address
ESSESESS	5398-10 526 84	SEB	Kungsträdgårdsgatan 8
Country code	IBAN		
SE	SE43 5000 0000 0539 8105 2684		SE-106 40 Stockholm

Address
Box 14

121 25 Stockholm
Sverige

Telephone number
+46-468-121 387 00

Fax No
+46-46-8121 387 04

Registered office
Stockholm

Internet
www.www.strategiplacering.se

Bank giro service
787-6725

Corporate identity No
556860-5082

Strategi Placering AB

faktura

Fakturanr / Kundnr	fakturadat
4 2	2012-09-03

fakadr
ABSIG LLC
707 Broadway,18th Floor
San Diego
121 California
United States

Erref	Mark Bishop	vårref	Tomas Larsson
ordernr		Betvillk	20 dagar netto
levvillk		förfalloda	2012-09-23
levsätt		Dränta	11,00 %
Levdatum	2012-09-03		

Artikelnr	Benämn	Lev antal	Enh	Apris	Radrab	sum
Lev dat						
	Marketing during August 2012					53 500,00

netto		att bet
53 500,00	USD	**53 500,00**

BIC	Kontonr	Bank	adress
ESSESESS	5398-10 526 84	SEB	Kungsträdgårdsgatan 8
Landskod	IBAN		
SE	SE43 5000 0000 0539 8105 2684		SE-106 40 Stockholm

adress	tel		Internet
Box 14	+46-468-121 387 00		wwwwww.strategiplacering.se
	faxnr	bg	
121 25 Stockholm	+46-46-8121 387 04	787-6725	
Sverige	Säte	Orgnr	
	Stockholm	556860-5082	

Strategi Placering AB

Invoice

Invoice No / Customer No: 9 2

Invoice date: 2012-11-01

Invoice address
ABSIG LLC
707 Broadway,18th Floor
San Diego
121 California
United States

Your reference	Mark Bishop	Our reference	Tomas Larsson
Your order No		Terms of payment	20 dagar netto
Terms of delivery		Date due	2012-11-21
Transported by		Penalty interest	11,00 %
Delivery date	2012-11-01		

Article No / Delivery date	Denomination	Delivered quantity	Unit	Unit price	Discount	Total
	Marketing during October 2012					110 000,00

Net
110 000,00

TO PAY
USD **110 000,00**

BIC	Account number	Bank	Address
ESSESESS	5398-10 526 84	SEB	Kungsträdgårdsgatan 8
Country code	IBAN		
SE	SE43 5000 0000 0539 8105 2684		SE-106 40 Stockholm

Address
Box 14

121 25 Stockholm
Sverige

Telephone number
+46-468-121 387 00

Fax No
+46-46-8121 387 04

Registered office
Stockholm

Internet
www.www.strategiplacering.se

Bank giro service
787-6725

Corporate identity No
556860-5082

INVOICE

Invoice regarding remaining fees to Zeptunus Ltd

Date: 2013-09-06

To: Solid Venture Capital Ltd
869 High Road
London, England N12 8QA, N22 8HH
+356-99-938-099

From: ABS Investment Group
707 Broadway, 18th Floor
San Diego, CA 92101
+1-949-678-9574

Ref: July 2013 Outstanding Zeptunus Ltd Fees

Invoice Amount	**1 140 517 kr**

CALCULATION FOR ZEPTUNUS LTD FEES AS OF JULY 2013

	summary
Total fees earned - Zeptunus	**4 541 056 kr**
Fees paid by SVC	**260 022 kr**
Fees paid by ABS	**3 140 517 kr**
Remaining fees to be paid	**1 140 517 kr**
SVC portion of Zeptunus Fee for July 2013:	**1 140 517 kr**

Please wire "invoice Amount" to ABS Investment Group as follows:

Wire Transfer - International
Swift Code: WFBIUS6S
Bank Name: Wells Fargo Bank
Bank Address: San Francisco, CA USA
Beneficiary Acct. #: 122243334
Beneficiary Acct. Name: Commerce West Bank
Further Credit: ABS Investment Group, LLC
Acct. # 92200070
(*Wire description*)

INVOICE

Invoice regarding "Fakturanr 26, Fakturadatum 2013-08-21"

Date: 9/6/13

To: Solid Venture Capital Ltd
869 High Road
London, England N12 8QA, N22 8HH
+356-99-938-099

From: ABS Investment Group
707 Broadway, 18th Floor
San Diego, CA 92101
+1-949-678-9574

Ref: July 2013 Fund Fee

Invoice Amount	**614,937 kr**

CALCULATION FOR PP FUND FEE FOR JULY 2013

	customers	capital
Total number, July 1, 2013:	**21309**	**2,180,954,161 kr**
In fund, SP customer w/ agreement	**10165**	**1,135,267,570 kr**
In fund, non-SP customer	**9880**	**1,102,698,369 kr**
Total number, August 1, 2013:	**20045**	**2,237,965,939 kr**
Total PP Fund Fee for July 2013:		**1,196,791 kr**
SP portion of PP Fund Fee for July 2013:		**614,937 kr**

Please wire "invoice Amount" to ABS Investment Group as follows:

Wire Transfer - International
Swift Code: WFBIUS6S
Bank Name: Wells Fargo Bank
Bank Address: San Francisco, CA USA
Beneficiary Acct. #: 122243334
Beneficiary Acct. Name: Commerce West Bank
Further Credit: ABS Investment Group, LLC
Acct. # 92200070
(*Wire description*)

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Drafts
Inbox (47)
Junk E-Mail [14]
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SAVE (2)

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Invoice from Traction Fonder!

Gunilla Håkansson [gunilla.hakansson@traction.se]

Sent: Tuesday, July 03, 2012 12:00 AM
To: Mark Bishop
Attachments: img-703104621-0001.pdf (159 KB) [Open as Web Page]

Please find attached the invoice for prepaid expenses for Traction Fonder.

Best regards

Gunilla Håkansson
AB Traction (publ)
Birger Jarlsgatan 33, 3 tr
Box 3314
103 66 Stockholm
0704-22 68 69
www.traction.se

Connected to Microsoft Exchange

Traction Fonder AB

Faktura

Fakt nr / Kundnr	Fakturadatum
2 2	2012-06-30

Fakturaadress
ABSIG LLC
707 Broadway, 18th Floor
San Diego
921 01 Cakiforna

Er referens		Vår referens	
Ert ordernr		Betalningsvillkor	Kontant
Leveransvillkor		Förfallodatum	2012-06-30
Leveranssätt		Dröjsmålsränta	11,00 %
Leveransdatum	2012-07-02		

Artnr Avvik leveransdatum	Benämning	Lev ant	Enh	à-pris	Summa
	Prepaid expenses after 2012-06-18	1		77 801,00	77 801,00

Bankaccountnumber: 5202 10 283 48
IBAN:SE6750000000052021028348
BIC-code ESSESESS
Bank: SEB

Netto
77 801,00

ATT BETALA
77 801,00

Adress
Traction Fonder AB
Biblioteksgatan 3

116 46 Stockholm

Organisationsnr
556673-5758

Godkänd för F-skatt

KJELLANDER | RAMEL

380

Traction Fonder AB
Ulf Deckmark
Hammarby Kaj 16, 5 tr
Stockholm

FAKTURA

Fakturadatum 2012-05-21

Er referens Ulf Deckmark

Fakturanr 911

Vår referens Åsa Kjellander

Betalningsvillkor 10 d netto

Bankgiro 5312-9755

Förfallodatum 2012-05-31

Momsreg.nr/VAT SE556711997801

Från förfallodagen debiteras ränta enligt räntelagen

Fast arvode avseende juni 2012	12 500

Konto	Debet	Konto	Kredit
1790	15625	2440	15625

Kont. | Bokf. | Rev.

Totalt	12 500
Moms 25%	3 125
Totalt att betala SEK 15 625	

15.625 / 30 dgr = 521 / dag × 12 = 6.250:—

ADRESS BIBLIOTEKSGATAN 3, 111 46 STOCKHOLM
TEL +46 (0)707 725 720 (22) E-MAIL anna@kjellanderramel.se asa@kjellanderramel.se ORG. NR 5567[illegible]

KJELLANDER | RAMEL

388

Traction Fonder AB
Ulf Deckmark
Hammarby Kaj 16, 5 tr
Stockholm

FAKTURA

Fakturadatum 2012-06-20

Er referens Ulf Deckmark

Fakturanr 930

Vår referens Åsa Kjellander

Betalningsvillkor 10 d netto

Bankgiro 5312-9755

Förfallodatum 2012-06-30

Momsreg.nr/VAT SE556711997801

Från förfallodagen debiteras ränta enligt räntelagen

Fast arvode avseende juli 2012	12 500

Totalt	12 500
Moms 25%	3 125
Totalt att betala SEK 15 625	

Konto	Debet	Konto	Kredit
1790	15625	2440	15625

Kont. Bokf. Ank.

ADRESS BIBLIOTEKSGATAN 3, 111 46 STOCKHOLM
TEL +46 (0)707 725 720 (22) E-MAIL anna@kjellanderramel.se ass@kjellanderramel.se ORG. NR 556711-9978

SEB
TRYGG LIV

Datum
2012-02-07

345

ANKOM
2012 -02- 22

Faktura
Vårdförsäkring Extra
förs.nr 99 908 001 434

Försäkringstagare
Traction Fonder AB
Org.nr 556673-5758

Traction Fonder AB

Biblioteksgatan 3
111 46 Stockholm

Premieperioden är fr o m 2012-03-01 intill 2013-03-01.
Premie för perioden 9 708:00 kr
Premieperiod
fr o m förfallodagen 2012-03-01 intill 2013-03-01
samt ändringar under föregående period
Premie att betala **9 708:00 kr** = 809:-/mån

Juni = 809/30 = 27 x 12 dgr = 323-

Premien för försäkringen skall vara oss tillhanda senast på förfallodagen, eller om den redan uppnåtts, inom 14 dagar.

Övriga upplysningar
Under hela försäkringstiden ska den försäkrade vara folkbokförd och bosatt i Sverige. Beträffande momentet tandvård krävs dessutom att den försäkrade är försäkrad enligt socialförsäkringslagen (1999:799) för ersättning för sjukvård m m enligt 2 kap lagen (1982:381) om allmän försäkring.

Mars = 809-
April = 809
Maj = 809
Juni = ~~809~~ tcb
2913-

Totalt juni = 323
Juli = 809
Aug - ~~5663~~ tcb = 5.663-
Totalt 6795 = 9708

Var god vänd!

Plusgiro 495 88 02-3

bankgirot

INBETALNING/GIRERING AVI Nr

VAR GOD BETALA I BANK MED DENNA AVI

OCR

Inbet avgift (ifylls av banken)

Avsändarbankens stämpel

- INBETALNING kan göras på alla bankkontor. Banken kvitterar på bifogade räkning eller på separat blankett.
- GIRERING över bankgiro görs med denna avi. Bifogade räkning kan användas som uppdragskopia.

Konto	Debet	Konto	Kredit
1790	9708	2440	9708

BG 30 OCR

Betalningsavsändare
99 908 001 434

Från bankgironr (vid girering)

Till bankgironr: 5095-1771
Betalningsmottagare: **SEB Trygg Liv**

Kont. Bokf. R:

VAR GOD GÖR INGA ÄNDRINGAR MEDDELANDEN KAN EJ LÄMNAS PÅ AVIN DEN AVLÄSES MASKINELLT

Referensnr Kronor Öre

999080014341056 # 9708 00 9 >+ + 50951771#41#

SEB
TRYGG LIV

Datum
2012-02-07

Fakturaspecifikation/Avräkning
förs.nr 99 908 001 434

Försäkringstagare
Traction Fonder AB
Org.nr 556673-5758

Traction Fonder AB

Biblioteksgatan 3
111 46 Stockholm

Namn	Pnr	Fr o m datum	Intill datum	Premie	Not
Deckmark, Ulf	610330-0171	2012-03-01	2013-03-01	9 708	0

0) Ingen förhöjning eller medicinskt undantag.

ANKOM
2012 -05- 06

WAHLSTEDT SAGERYD
FINANCIAL SERVICES

373

FAKTURA

Faktura Nr	Kund Nr
11035	1088

Fakturaadress
Traction Fonder AB

Biblioteksgatan 3
111 46 Stockholm

Fakturadatum	Förfallodatum	Vår referens:
2012-04-30	2012-05-30	Åsa Kullberg Michels

Betalningsvillkor: 30 dagar netto

Benämning	Mängd	Enhet	A-pris	Belopp SEK
Period: 2012-06-01:2012-06-30				
WS Backoffice Services, momsfri	1	st	35 000,00	35 000,00
Momsbefriade tjänster enligt Skatterättsnämndens förhandsbesked Dnr 47-06/I				
Porto	1	st	75,00	75,00

35.094/30 = 1.169,80 × 12 dgr = 14.037

Ulf Deckmark

Konto	Debet	Konto	Kredit
1790	35094	2990	35094

Kont. | Bokf. | Rev.

Momsfritt:	0,00	**Summa:**	35 075,00
Moms 25%:	18,75	**Moms:**	18,75
		Totalsumma:	**35 094,00**

Wahlstedt Sageryd Financial Services AB
Box 7029
103 86 Stockholm

Telefon: 08-56 260 200
Fax: 08-611 12 28
Org.nr: 556493-5897
Säte: Stockholm

Bankgiro: 5185-3877
Postgiro: 40001-0
Momsnr: SE556493589701
Företaget innehar F-skattesedel

WAHLSTEDT SAGERYD
FINANCIAL SERVICES

ANKOM
2012 -06- 11

382

FAKTURA

Faktura Nr	Kund Nr
11086	1088

Fakturaadress
Traction Fonder AB

Biblioteksgatan 3
111 46 Stockholm

Fakturadatum	Förfallodatum
2012-05-31	2012-06-30
06-01	

Vår referens:
Åsa Kullberg Michels

Betalningsvillkor: 30 dagar netto

Benämning	Mängd	Enhet	A-pris	Belopp SEK
Period: 2012-07-01:2012-07-31				

WS Backoffice Services, momsfri	1	st	35 000,00	35 000,00
Momsbefriade tjänster enligt Skatterättsnämndens förhandsbesked Dnr 47-06/I				

Porto	1	st	75,00	75,00

Ulf Dechner

Konto	Debet	Konto	Kredit
1790	35094	2990	35094

Kont. Bokf. U.J.

Momsfritt:	0,00	**Summa:**	35 075,00
Moms 25%:	18,75	**Moms:**	18,75
		Totalsumma:	**35 094,00**

Wahlstedt Sageryd Financial Services AB
Box 7029
103 86 Stockholm

Telefon: 08-56 260 200
Fax: 08-611 12 28
Org.nr: 556493-5897
Säte: Stockholm

Bankgiro: 5185-3877
Postgiro: 40001-0
Momsnr: SE556493589701
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Invoice

Paula Hokkanen [Paula.hokkanen@traction.se]

Sent: Tuesday, July 03, 2012 2:27 AM
To: Mark Bishop
Attachments: Invoice No 3.pdf (45 KB) [Open as Web Page];

Hi Mark,

Please see attached invoice from Traction Fonder. Do not hesitate to contact us if you have any questions.

Have a nice day!

Best regards,

Paula Hokkanen

TRACTION

Mvh Paula Hokkanen
Assistent

Birger Jarlsgatan 33 3tr
Box 3314
103 66 Stockholm

Tel: +46 8 506 289 07
Mobil: +46 70 222 54 14
Fax: +46 8 506 289 30

Connected to Microsoft Exchange

Traction Fonder AB

Invoice

Invoice No / Customer No: 3 2

Invoice date: 2012-07-03

Invoice address
ABSIG LLC
707 Broadway, 18th Floor
San Diego
921 01 California
United States

Your reference
Your order No
Terms of delivery
Transported by
Delivery date 2012-07-03

Our reference
Terms of payment Kontant
Date due 2012-07-13
Penalty interest 11,00 %

Article No / Delivery date	Denomination	Delivered quantity	Unit	Unit price	Total
	Prepaid expenses	1		35 081,00	35 081,00

Bankaccountnumber: 5202 10 283 48
IBAN:SE6750000000052021028348
BIC-code ESSESESS
Bank: SEB

Net
35 081,00

TO PAY
35 081,00

Address
Traction Fonder AB
Biblioteksgatan 3

116 46 Stockholm

Corporate identity No
556673-5758

F-tax

Traction Fonder AB

Invoice - Copy

Invoice No / Customer No	Invoice date
3 2	2012-07-03

Invoice address
ABSIG LLC
707 Broadway, 18th Floor
San Diego
921 01 California

Your reference		Our reference	
Your order No		Terms of payment	Kontant
Terms of delivery		Date due	2012-07-13
Transported by		Penalty interest	11,00 %
Delivery date	2012-07-03		

Article No / Delivery date	Denomination	Delivered quantity	Unit	Unit price	Total
	Prepaid expenses	1		35 081,00	35 081,00

Bankaccountnumber: 5202 10 283 48
IBAN:SE6750000000052021028348
BIC-code ESSESESS
Bank: SEB

Net
35 081,00

TO PAY
35 081,00

Address
Traction Fonder AB
Biblioteksgatan 3

116 46 Stockholm

Corporate identity No
556673-5758

F-tax

WAHLSTEDT SAGERYD
FINANCIAL SERVICES

ANKOM
2012 -07- 03

FAKTURA

Faktura Nr	Kund Nr
11138	1088

Fakturaadress
Traction Fonder AB

Biblioteksgatan 3
111 46 Stockholm

391

Fakturadatum	Förfallodatum	Vår referens:
2012-06-30	2012-07-30	Åsa Kullberg Michels

Betalningsvillkor: 30 dagar netto

Benämning	Mängd	Enhet	A-pris	Belopp SEK
Period: 2012-08-01:2012-08-31				

WS Backoffice Services, momsfri	1	st	35 000,00	35 000,00
Momsbefriade tjänster enligt Skatterättsnämndens förhandsbesked Dnr 47-06/I				

Porto	1	st	65,00	65,00

Ulf Dechman

Konto	Debet	Konto	Kredit
1790	35 081	2990	35 081

Kont. Bokf.

Momsfritt:	0,00	**Summa:**	35 065,00
Moms 25%:	16,25	**Moms:**	16,25
		Totalsumma:	**35 081,00**

Wahlstedt Sageryd Financial Services AB
Box 7029
103 86 Stockholm

Telefon: 08-56 260 200
Fax: 08-611 12 28
Org.nr: 556493-5897
Säte: Stockholm

Bankgiro: 5185-3877
Postgiro: 40001-0
Momsnr: SE556493589701
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Invoice no 4

Paula Hokkanen [Paula.hokkanen@traction.se]

Sent: Thursday, July 05, 2012 4:47 AM
To: Mark Bishop
Attachments: Invoice No 4.pdf (10 KB) [Open as Web Page]; img-705151857-0001.pdf (70 KB) [Open as Web Page];

Hello Mark,

Please see attached invoice.

Best regards,

Paula Hokkanen

TRACTION

Mvh Paula Hokkanen
Assistent

Birger Jarlsgatan 33 3tr
Box 3314
103 66 Stockholm

Tel: +46 8 506 289 07
Mobil: +46 70 222 54 14
Fax: +46 8 506 289 30

Connected to Microsoft Exchange

Traction Fonder AB

Invoice

Invoice No / Customer No: 4 2

Invoice date: 2012-07-05

Invoice address
ABSIG LLC
707 Broadway, 18th Floor
San Diego
921 01 California

Your reference		Our reference	
Your order No		Terms of payment	30 dagar netto
Terms of delivery		Date due	2012-07-23
Transported by		Penalty interest	11,00 %
Delivery date	2012-07-05		

Article No / Delivery date	Denomination	Delivered quantity	Unit	Unit price	Total
	Salary for July 2012	1		40 761,00	40 761,00
	Social security contributions	1		49 918,00	49 918,00

Net
90 679,00

TO PAY
90 679,00

Address
Traction Fonder AB
Biblioteksgatan 3

116 46 Stockholm

Corporate identity No
556673-5758

F-tax

Traction Fonder AB

Invoice - Copy

Invoice No / Customer No: 4 2

Invoice date: 2012-07-05

Invoice address
ABSIG LLC
707 Broadway, 18th Floor
San Diego
921 01 California

Your reference		Our reference	
Your order No		Terms of payment	30 dagar netto
Terms of delivery		Date due	2012-07-23
Transported by		Penalty interest	11,00 %
Delivery date	2012-07-05		

Article No / Delivery date	Denomination	Delivered quantity	Unit	Unit price	Total
	Salary for July 2012	1		40 761,00	40 761,00
	Social security contributions	1		49 918,00	49 918,00

Net
90 679,00

TO PAY
90 679,00

Address
Traction Fonder AB
Biblioteksgatan 3

116 46 Stockholm

Corporate identity No
556673-5758

F-tax

Fup bilaga 12 B

458

Traction Fonder AB

Invoice

Invoice No / Customer No: 9 2

Invoice date: 2012-10-09

Invoice address
ABSIG LLC
707 Broadway, 18th Floor
San Diego
921 01 California

Your reference		Our reference	
Your order No		Terms of payment	10 dagar netto
Terms of delivery		Date due	2012-10-19
Transported by		Penalty interest	11,00 %
Delivery date	2012-10-09		

Article No / Delivery date	Denomination	Delivered quantity	Unit	Unit price	Total
	Net costs july-sept 2012	1		324 422,00	324 422,00
	Salary for october 2012	1		40 761,00	40 761,00
	Social security contributions	1		49 918,00	49 918,00

Bankaccountnumber: 52021028348
IBAN: SE6750000000052021028348
BIC-code: ESSESESS
Bank: SEB

Net
415 101,00

TO PAY
415 101,00

Address
Traction Fonder AB
Biblioteksgatan 3

116 46 Stockholm

Corporate identity No
556673-5758

F-tax

Traction Fonder AB

Invoice - Copy

Invoice No / Customer No: 9 2

Invoice date: 2012-10-09

Invoice address
ABSIG LLC
707 Broadway, 18th Floor
San Diego
921 01 California

Your reference		Our reference	
Your order No		Terms of payment	10 dagar netto
Terms of delivery		Date due	2012-10-19
Transported by		Penalty interest	11,00 %
Delivery date	2012-10-09		

Article No / Delivery date	Denomination	Delivered quantity	Unit	Unit price	Total
	Net costs july-sept 2012	1		324 422,00	324 422,00
	Salary for october 2012	1		40 761,00	40 761,00
	Social security contributions	1		49 918,00	49 918,00

Bankaccountnumber: 52021028348
IBAN: SE6750000000052021028348
BIC-code: ESSESESS
Bank: SEB

Net
415 101,00

TO PAY
415 101,00

Address
Traction Fonder AB
Biblioteksgatan 3

116 46 Stockholm

Corporate identity No
556673-5758

F-tax

Fup bilaga 12 B

460

Internrevision

Konfidentiell

Rapport från Internrevision

Granskning enligt plan 2012

Bolag

Optimus Fonder AB

Från

Agneta Bremander

Moneo AB

Rapportmottagare

Styrelsen och ledning för åtgärder

Datum: 2013-03-25

Version : 1.0

Moneo AB
Jakobsbergsgatan 8, 6tr
111 44 Stockholm, Sweden

Telephone: +46 (0)8-442 32 20
Fax: +46 (0)8-442 32 99
E-mail: info@moneo.se

Vat no: SE5565543534
Styrelsens säte: Stockholm

Innehållsförteckning

SAMMANFATTNING **3**

1 BAKGRUND **4**

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4 KONTAKTPERSONER **5**

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Sammanfattning

Inledning

Enlig revisionsplan för 2012 har Internrevision (IR) undersökt och bedömt om Optimus Fonders (bolagets) system, interna kontrollmekanismer och rutiner är lämpliga och effektiva.

- IR har i år särskilt följt upp förvaltarnas investeringsprocess och dokumentation av investeringsbeslut
- IR har följt upp lämnade rekommendationer
- IR har genomfört intervjuer och stickprov
- IR har tagit del av ett urval av bolagets styrdokument

IR sammanfattning av viktiga iakttagelser och bedömningar

ABS Investment Groups ägarprövning godkändes i november 2012 och har därefter förvärvat Bolaget från Traction Invest AB. Den tidigare tilltänkta ägaren godkändes inte av Finansinspektionen i samband med ägarprövningen. Internrevision konstaterar att föregående år av den anledningen varit en utmaning för verksamheten och styrelsens arbete.

IR noterar att förvaltningsorganisationen stärkts upp under föregående år samt att styrelsen har en ny sammansättning där ägaren och ytterligare en oberoende ledamot ingår.

IR noterar att bolaget har en dokumenterad process för förvaltning och uppföljning av genomförda affärer samt att det finns ändamålsenliga efterlevnadskontroller. Vidare noterar IR att förvaltarna dokumenterar förvaltningsbeslut och gör analyser och uppföljning. IR gör bedömningen att bolaget har en fungerande process för förvaltning och dokumentation av portföljtransaktioner.

Vidare noterar IR att det pågår ett arbete med att utvärdera fondernas riskkontrollfunktion. IR gör bedömningen att riskkontrolls uppföljning och rapportering bör utökas och förtydligas. Det finns risk att uppföljningen och rapporteringen inte är tillräckligt omfattande enligt gällande regelverk. IR gör sammanfattningsvis bedömningen att bolagets organisation och resurser är anpassade till verksamhetens art men att det finns en risk att den utlagda verksamheten avseende fondernas riskkontroll inte fullt ut uppfyller bolagets behov

Verksamheten bedöms ha begränsade brister inom intern styrning och kontroll. Av det IR granskat har vi identifierat brister som utgör en begränsad risk för att verksamheten inte följer legala krav.

IR samtliga iakttagelser, bedömningar och rekommendationer finns under punkt 5 i rapporten

Agneta Bremander

1 Bakgrund

Enlig revisionsplan 2012 skall Internrevision(IR), Moneo AB, genomföra en internrevision av bolagets verksamhet avseende verksamhetsåret 2012. Syftet med granskningen är att genomföra en oberoende granskning av Traction FonderAB, ua Optimus Fonder AB, (Bolaget) verksamhet i enlighet med 6 kapitlet 13§ i Finansinspektionens föreskrifter (FFFS 2008:11) om investeringsfonder.

1.1 Optimus Fonder AB:s verksamhet

Bolaget bedriver fondverksamhet i enlighet med lagen (2004:46) om investeringsfonder. Bolaget har två medarbetare. Fondadministrationen har outsourcats till Wahlstedt & Sageryd Financial Services. Bolaget köper compliancetjänster av Kjellander & Ramel, Riskkontroll för fonderna av FICOPE Finanskonsult samt internrevision av Moneo AB. Bolaget förvaltar tre specialfonder, Small Cap, Yield samt den nya räntefonden High Yield.

ABS Investment Group, förvärvade i november 2012 Traction Fonder AB av Traction Invest AB. Den tidigare tilltänkta förvärvaren av Bolaget, Legio Financial Group AB, föll bort då ägarprovning inte godkändes av Finansinspektionen.

2 Syfte och mål

Revisionen syftar till att utvärdera och bedöma den interna styrningen och kontrollen av hur Bolaget följer internt beslutade och dokumenterade rutiner samt att Bolaget följer beslutade riktlinjer.

Mål för revisionen är att bedöma att:

- verksamhetens omfattning och inriktning överensstämmer med styrelsens interna regler
- organisationen är ändamålsenlig med tydliga roller och ansvar
- interna styrdokument är uppdaterade och beslutade
- det finns ändamålsenlig dokumentation av processer och rutiner
- det finns ändamålsenlig kontrollmiljö och uppföljning

3 Omfattning, avgränsningar, metoder

Ansvarig för internrevisionsfunktionen skall årligen följa upp att verksamhetens omfattning och inriktning överensstämmer med styrelsens interna regler. Funktionen skall vidare granska och utvärdera Bolagets organisation, styrning, rutiner för riskhantering och intern kontroll samt intern rapportering. Granskningen skall dokumenteras i skriftlig form.

Med granskning av organisationen avses ett ansvar att kontrollera att Bolagets organisation är ändamålsenlig och att tydliga beslutsvägar för rapportering existerar.

Revisionen har enligt plan genomförts genom intervjuer med vd, granskningar av interna regler, upprättade rapporter från kontrollfunktionerna till ledning och styrelsen samt löpande dokumentation av avvikelser i verksamhet. IR har genomfört granskningen genom stickprov.

3.1 Genomförande

Moneo har vid genomförandet endast beaktat sådan information som IR tagit del av i samband med genomförda intervjuer, samt material enligt förteckningen i bilaga. Ledningen i Bolaget har fått möjlighet att faktakontrollera slutrapporten innan den färdigställts samt lämnat svar på IR:s rekommendationer

4 Kontaktpersoner

Ulf Deckmark, vd

5 IR:s iakttagelser, bedömningar och rekommendationer

IR rapporten avser huvudsakligen en avvikelserapportering. Det innebär att det som fungerar tillfredsställande eller bra i normalfallet inte redovisas i rapporten.

5.1 Revisionsområde – uppföljning av 2011 års granskning

5.1.1 Rekommendation 1

Uppdatera samtliga styrdokument i samband med ägarbytet och namnändringen

Verksamhetens svar

Ja – kommer åtgärdas

IR iakttagelser

Legio Financial Group AB kom inte att förvärva Traction Fonder AB från Traction Invest AB då ägarprövningen inte godkändes av Finansinspektionen. IR noterar att vd för Traction Fonder därmed inte kunnat åtgärda internrevisions rekommendationer enligt svaren i rapporten.

IR bedömning i uppföljningsgranskningen

IR bedömer att rekommendationen åtgärdas i samband med att den nya ägarprövningen är godkänd och namnändringen till Optimus Fonder AB genomförs.

5.1.2 Rekommendation 2

Säkerställa att den nya organisationen i samband med ägarbytet är ändamålsenlig.

Verksamhetens svar

Ja – *Kommer att säkerställas*

IR iakttagelser

Se IR svar under rekommendation 1 samt punkt 5.3 Revisionsområde Organisation, ansvar, roller.

IR bedömning i uppföljningsgranskningen

Se punkt 5.3 Revisionsområde Organisation, ansvar, roller

5.2 Revisionsområde – Interna regler

IR iakttagelser och bedömning

IR noterar att vd tillsammans med compliance uppdaterat och UCIT IV anpassat de interna reglerna. Vidare noterar IR att compliance genomfört en översyn av samtliga interna regler i syfte att säkerställa att man inte har dubbletter av liknande regler och korrekt benämning på reglerna. Bolaget har en uppdaterat verksamhetsplan, business plan. Internrevision gör bedömningen att bolaget har fungerande rutiner för uppdatering av verksamhetens interna regler.

IR rekommendationer

IR har inga rekommendationer.

5.3 Revisionsområde - Organisation, ansvar och befogenheter

IR iakttagelser och bedömningar

Bolaget har sedan i november 2012 en ny ägare, ABS Investment Group, Mark Bishop. I samband med ägarbytet har bolaget en ny styrelse med två oberoende ledamöter tillsammans med ägaren.

Bolaget har under 2012 haft två anställda medarbetare och har uppdragsavtal med Wahlstedt & Sageryd för fonderna, FICOPE för fondernas Riskkontroll, Kjellander & Ramel för compliance samt Moneo för Internrevision. IR noterar att vd är förvaltare, samt ansvarig för bolagets risker. Under året har bolaget rekryterat en ny förvaltare.

I intervju med vd framgår att det kommer göras en översyn av bolagets utlagda verksamheter avseende både back-office och fondernas riskkontroll. Bakgrunden till översynen av back-office beror på personalomsättning hos leverantören. Bakgrunden till översynen av fondernas riskkontroll har i huvudsak att göra med att vd identifierat ett personberoende hos leverantören.

IR gör bedömningen att bolagets organisation och resurser är anpassad till verksamhetens art men att det finns en risk att den utlagda verksamheten avseende fondernas riskkontroll inte fullt ut uppfyller bolagets behov.

IR Rekommendationer

IR rekommenderar vd att säkerställa att den utlagda verksamheten avseende fondernas riskkontroll uppfyller bolagets krav och behov.

5.4 Revisionsområde – Förekomst av interna kontroller, uppföljning och rapportering till ledning och styrelse

IRs iakttagelser och bedömning

Bolaget har en dokumenterad process för förvaltning och uppföljning av genomförda affärer. IR noterar att det finns ändamålsenliga efterlevnadskontroller och dualitet. Vidare noterar IR att förvaltarna dokumenterar förvaltningsbeslut och gör analyser och uppföljning. Bolaget har en dokumenterad process för utvärdering av mäklare. IR gör bedömningen att bolaget har en fungerande process för förvaltning och dokumentation av portföljtransaktioner.

Bolaget har upprättat distributionsavtal med flera försäkringsförmedlare. I intervju med vd framgår att säljprocessen är en viktig process för bolaget för att säkerställa inflöde i fonderna och att förmedlarna i huvudsak marknadsför bolagets fonder. IR noterar att det inte finns någon dokumenterad rutin för uppföljning av distributörer. IR gör bedömningen att bolaget bör utreda om det finns några risker i distributörsprocessen och ha en dokumenterad rutin för uppföljning av distributörer.

IR noterar att vd regelbundet rapporterar till ledning och styrelse och att det förutom styrelsens arbetsordning finns en upprättad rapportinstruktion. IR konstaterar att det inte finns någon samlad vd rapportering och föreslår vd att se över rapporteringen till ledning och styrelse. Det kan finnas risk att rapporteringen inte är tillräckligt omfattande och ändmålsenlig för verksamheten framöver.

IR noterar att compliancefunktionen har en fastställd årsplan samt lämnat kvartalsrapporter till styrelsen. IR gör bedömningen att compliance rapportering är ändamålsenlig.

Riskkontrollfunktionen kontrollerar bolagets fonder. Riskkontrolls uppgifter finns fastställda i de interna reglerna för riskhantering samt i de interna reglerna för placeringsstrategier och rutiner för beslut om placeringar. I föreskrifterna framgår att riskontrollfunktionen ska tillhandahålla styrelsen rapporter om hur den aktuella risknivån för varje fond som bolaget förvaltar förhåller sig till fondens riskprofil, hur riskbegränsningssystemet följs för varje fond som bolaget förvaltar, och att systemet för riskhantering är lämpligt och effektivt samt framförallt om lämpliga korrigeringsåtgärder vidtagits vid brister. Internrevision noterar att Riskkontroll genomför både daglig och månatlig uppföljning av fonderna men att det inte tydligt framgår hur ovanstående följs upp och rapporteras. IR gör bedömningen riskkontrolls uppföljning och rapportering bör utökas och förtydligas. Det finns risk att uppföljningen och rapporteringen inte är tillräckligt omfattande enligt gällande regelverk.

vd är ansvarig för riskhantering avseende operativa och strategiska risker. IR noterar att bolaget har identifierat riskområden. Då bolaget fått en ny ägare och nya styrelsemedlemmar gör IR bedömningen att bolaget bör utvärdera om det tillkommit nya riskområden i verksamheten och revidera bolagets riskhanteringsplan.

I styrelsens arbetsordning framgår vilka ärenden som ska hanteras på styrelsemötet. IR noterar att styrelsen under 2012 sammanträtt tre gånger och styrelsemötena inte följt arbetsordningen. Detta har även compliance tagit upp i sin kvartalsrapport för fjärde kvartalet. Internervision konstaterar att verksamhetsåret 2012 inte var ett normalt arbetsår med eventuell nedläggning av bolaget samt två olika ägarprövningar. IR gör bedömningen att bolaget under året brustit i efterlevnaden av bolagsordningen och i dokumentationen av styrelsens arbete. Det finns risk ärenden inte behandlats i vederbörlig ordning.

IRs rekommendation

IR rekommenderar vd att

- säkerställa att uppföljningen av distributörer är ändamålsenlig och upprätta en dokumenterad rutin,
- säkerställa att riskkontrolls uppföljning och rapportering av bolagets fonder är tillräckligt omfattande enligt gällande regelverk,
- utvärdera bolaget riskhanteringsplan,
- tillsammans med styrelsens ordförande planera att styrelsearbetet för 2013 sker enlighet med styrelsens arbetsordning.

IRs förbättringsförslag

IR föreslår vd att se över om strukturen på rapporteringen till ledning och styrelse är ändamålsenlig och tillräckligt omfattande för verksamheten framöver.

5.5 Revisionsområde – Efterlevnad av interna regler

IRs iakttagelser och bedömning

Internrevison har för att granska efterlevnaden av interna regler enligt nedan genomfört stickprov.

Internrevision har följt upp dokumentationen av portföljtransaktioner samt krav på vederbörlig aktsamhet i samband med att förvaltarna väljer och löpande övervakar placerade fondmedel. IR noterar att portföljtransaktionerna är dokumenterade i systemet med den detaljeringsgrad som föreskrivs och för att kunna rekonstruera transaktionen. Vidare har förvaltarna en upprättad metodik och dokumenterar motiveringar i samband med köp eller försäljningar. IR gör bedömningen att rutinen är fungerande.

Internrevision har följt upp Riskkontrolls rapportering och dokumentation av överträdelser samt vidtagna åtgärder i fonderna. IR noterar att riskkontroll rapporterar avvikelser och att vidtagna åtgärder följs upp och dokumenteras. IR gör bedömningen att rutinen för avvikelserapportering är fungerande.

Riskkontrolls dagliga kontroll av fondernas limiter. IR noterar att det görs en daglig kontroll och rapportering av fondernas limiter enligt fastställda parametrar. IR har inte följt upp om limiterna är kompletta. IR gör bedömningen att rutinen för daglig kontroll och återrapportering är fungerande.

IRs rekommendation

IR har inga rekommendationer

Bilaga 1, Arbetsmaterial och underlag vid genomförandet av revision

ID-nr	Dokument
TF-02_01	2012 Q1 Compliance rapport
TF-01_02	2012 Q2 Compliance rapport
TF-01_03	2012 Q3 Compliance rapport
TF-01_04	2012 Q4 Compliance rapport
TF-01_05	Attestinstruktion 2012-06-19
TF-01_06	Business plan 2012-07-16
TF-01_07	Ersättningspolicy 2012-01-23
TF-01_08	Fondbestämmelser Traction High Yield 2012-05-03
TF-01_09	Fondbestämmelser Traction SmallCap 2010-12-16
TF-01_10	Fondbestämmelser Traction Yield 2010-12-15
TF-01_11	Instruktion Internrevision 2012-06-19
TF-01_12	Instruktion för val av mäklare 2012-01-23
TF-01_13	Interna regler för att hantera och rapportera händelser av väsentlig betydelse 2012-
TF-01_14	Interna regler för bästa möjliga resultat 2012-01-23
TF-01_15	Interna regler för Etiska frågor mfl Bekräftelse personal 2012-01-23
TF-01_16	Interna regler för placeringsstrategier och rutiner för beslut om placeringar 2012-06-19
TF-01_17	Interna regler för riskhantering 2012-06-19
TF-01_18	Interna regler för strategier att använda rösträtter 2012-01-23
TF-01_19	Interna regler för verksamhet utan avbrott 2012-01-23
TF-01_20	Interna regler för verksamhet utan avbrott WS
TF-01_21	Interna regler för åtgärd mot penningtvätt och finansiering av terrorism 2012-06-19
TF-01_22	Interna regler för anställdas egna värdepappersaffäre BEKRÄFTELSE 2012-06-19
TF-01_23	Interna regler för anställdas egna värdepappersaffärer 2012-06-19
TF-01_24	Interna regler och rutiner för fondredovisning 2012-06-19
TF-01_25	Interna regler och rutiner för fondredovisning utförlig för internt bruk 2012
TF-01_26	Interna regler för fondredovisning WS
TF-01_27	Interna regler och rutiner för klagomålshantering – 2012-06-12
TF-01_28	Rapporteringsinstruktion 2012-06-19
TF-01_29	Regler om anställdas egna affärer med finansiella ins Fondhanhandl. ändr
TF-01_30	Regler om anställdas egna affärer med finansiella instrument fondhandlaref rev
TF-01_31	Regler om egna och närståendes vpaffärer FBF reviderade 2010-11-11
TF-01_32	Riktlinjer för funktionen regelefterlevnad (Compliance) 2012-06-19
TF-01_33	Riktlinjer för hantering av intressekonflikter 2012-06-19

TF-01_34	Riktlinjer för marknadsföring av fonder samt rådgivning
TF-01_35	Riktlinjer för marknadsföring av fonder samt rådgivning Bilaga rev 2010-12-09
TF-01_36	Rutiner-Årsplan Compliance 2012-06-19
TF-01_37	Sammanställning Riskkontroll 2012-01-31 Björn
TF-01_38	Sammanställning Riskkontroll 2012-02-29 Björn
TF-01_39	Sammanställning Riskkontroll 2012-03-30 Björn
TF-01_40	Sammanställning Riskkontroll 2012-04-30 Björn
TF-01_41	Sammanställning Riskkontroll 2012-05-31 Björn
TF-01_42	Sammanställning Riskkontroll 2012-06-29 Björn
TF-01_43	Sammanställning Riskkontroll 2012-07-31 Björn
TF-01_44	Sammanställning Riskkontroll 2012-08-31 Björn
TF-01_45	Sammanställning Riskkontroll 2012-09-28 Björn
TF-01_46	Sammanställning Riskkontroll 2012-10-31 Björn
TF-01_47	Sammanställning Riskkontroll 2012-11-30 Björn
TF-01_48	Sammanställning Riskkontroll 2012-12-28 Björn
TF-01_49	Styrelsens arbetsordning 2012
TF-01_50	VD instruktion 2012
TF-01_51	Styrelseprotokoll Traction Fonder nr 1 2012
TF-01_52	Styrelseprotokoll Traction Fonder nr 2 2012
TF-01_53	Styrelseprotokoll Traction Fonder nr 3 2012
TF-01_54	RR&BR 201212

Intervju
Vd, Ulf Deckmark

Stickprov
Dokumentation av portföljtransaktioner, motivering.
Riskkontroll, överträdelsehantering
Daglig limitkontroll

Bilaga 2. Ledningens kommentarer till IRs rekommendationer

Till: Ulf Deckmark, vd

Verksamhetens kommentarer:
Rapporten är saklig och korrekt: Ja/Nej

Vi delar IR rekommendationer och kommer att åtgärda dessa enligt nedan:

IR rekommendationer	Åtgärdas enligt IR rekommendation **(X)**	Åtgärdas ej/ på annat sätt (beskriv/motivera)	Åtgärdens färdig-ställande-datum
IR rekommenderar vd för Optimus Fonder AB att:			
säkerställa att den utlagda verksamheten avseende fondernas riskkontroll uppfyller bolagets krav och behov.	X	Redan åtgärdat genom byte till A-Sec som är ny riskkontroll	
säkerställa att uppföljningen av distributörer är ändamålsenlig och upprätta en dokumenterad rutin.	X		2013-06-30
säkerställa att riskkontrolls uppföljning och rapportering av bolagets fonder är tillräckligt omfattande enligt gällande regelverk.	X		2013-06-30
utvärdera bolaget riskhanteringsplan.	X		2013-06-30
tillsammans med styrelsens ordförande planera att styrelsearbetet för 2013 sker enlighet med styrelsens arbetsordning.	X	Redan åtgärdat	

IR förbättringsförslag	Åtgärdas enligt IR förslag **(X)**	Åtgärdas ej/ på annat sätt (beskriv/motivera)	Åtgärdens färdigställande-datum
IR förslår vd för Optimus Fonder AB att:			
se över om strukturen på rapporteringen till ledning och styrelse är ändamålsenlig och tillräckligt omfattande för verksamheten framöver.	X		2013-06-30

Internrevision

Konfidentiell

Rapport från Internrevision

Granskning enligt plan 2013

Bolag

Optimus Fonder AB

Revisionsområde

Uppföljningsgranskning 2012_interna kontrollmekanismer

Från

Agneta Bremander

Moneo AB

Rapportmottagare

Styrelsen och ledning för åtgärder

Datum: 2014-02-12

Version : 1.0

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Innehållsförteckning

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BILAGA 1, ARBETSMATERIAL OCH UNDERLAG VID GENOMFÖRANDET AV REVISION 6

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1 Bakgrund

Enlig revisionsplan 2013 för Optimus fonder ingår att följa upp bolagets hantering av de rekommendationer Internrevision lämnat vid 2012 års granskning av bolagets system, interna kontrollmekanismer och rutiner är lämpliga och effektiva. Rekommendation 1 avsåg ”Revisionsområde organisation, ansvar och befogenheter”. Rekommendation 2-5 avsåg ”Förekomst av interna kontroller, uppföljning och rapportering till ledning och styrelse”.

Internrevision gör bedömningen att bolaget fullt ut hanterat 3 rekommendation och 2 rekommendationer är delvis hanterade. De rekommendationer som är delvis hanterade omfattar fonderna och bolagets riskhantering. Bolaget har lagt ut delar av fondernas riskkontroll till A-Sec men det görs även uppföljning av fondernas risker av bolagets riskkontroll. Vd, tillika förvaltningsansvarig utgör även bolagets Riskkontrollfunktion. Detta försvagar bolagets oberoende i kontrollerna och styrelsen bör utvärdera om organisationen och/eller de interna kontrollerna är ändamålsenliga för bolagets verksamhet.

2 Uppföljning interna kontrollmekanismer

2.1 Revisionsområde – Rekommendation 1

Säkerställa att den utlagda verksamheten avseende fondernas riskkontroll uppfyller bolagets krav och behov

Verksamhetens svar
Ja – redan åtgärdat genom byte till A-Sec som är ny riskkontroll

Interrevisions iakttagelse
Internrevision noterar att bolaget från den 1 februari 2013 har bytt ut Ficop Finanskonsult till A-Sec för fondernas dagliga riskhantering. Uppdraget omfattar granskning av bolagets fonder för att säkerställa att fondbestämmelserna, interna placeringsinstruktioner och placeringsstrategier efterlevs. Likviditetsstresstester samt scenarioanalyser och stresstester utförs inte av A-Sec utan av bolaget. Bolaget har upprättat interna regler för riskhantering i enlighet med detta. I intervju med vd så framgår att bolaget i dagsläget valt att delar av fondernas riskkontroll hanteras av bolaget men har övervägt att tillfråga A-Sec om deras uppdrag kan utökas. Internrevision noterar att fondernas riskkontroll görs både av A-Sec och av bolaget.

Internrevisions bedömning i uppföljningsgranskningen
Bolaget bedöms ha kvar risker avseende den utlagda verksamheten. Detta med bakgrund av att både A-Sec och bolaget riskkontroll utför monitorering och uppföljning av fonderna. Det finns risk att arbetssättet inte uppfyller bolagets krav och behov av oberoende riskkontroll för fonderna eller är tillräckligt omfattande.

2.2 Revisionsområde – Rekommandation 2

Säkerställa att uppföljning av distributörer är ändamålsenlig och upprätta en dokumenterad rutin

Verksamhetens svar

Ja – åtgärdas enligt internrevisions rekommendationer.

Interrevisions iakttagelse

Styrelsen har fastställt dokumentet ”Rutiner för uppföljning/kontroll av distributörer”. Rutinen omfattar hur kontroll av befintlig distributör ska utföras. Det framgår inte hur utvärderingen av en ny distributör ska göras.

Internrevisions bedömning i uppföljningsgranskningen

Internrevision bedömer att bolaget har hanterat rekommendationen men föreslår att bolaget även utarbetar rutiner för att utvärdera nya distributörer.

2.3 Revisionsområde – Rekommendation 3

Säkerställa att riskkontrolls uppföljning och rapportering av bolagets fonder är tillräckligt omfattande enligt gällande regelverk

Verksamhetens svar

Ja – åtgärdat enligt internrevisions rekommendationer.

Interrevisions iakttagelse

Bolaget har, som tidigare redogjorts för, lagt delar av fondernas riskkontroll till A-Sec. De tillhandahåller dagliga rapporter i enlighet med det uppdrag som bolaget lagt ut på A-Sec. Bolagets riskkontroll gör uppföljningar likviditetsstresstester samt scenarioanalyser och stresstester vilka rapporteras till styrelsen.

Internrevisions bedömning i uppföljningsgranskningen

Bolaget bedöms ha stärkt upp uppföljningen och rapporteringen genom att ha utvecklat rutinerna och styrdokument. Internrevision gör ändå bedömningen att det kvarstår vissa brister då det inte gjorts någon dokumenterad utvärdering av den samlade rapportering och om uppföljningen. Det finns viss risk att uppföljningen och rapporteringen inte är tillräckligt omfattande enligt gällande regelverk.

2.4 Revisionsområde – Rekommendation 4

Utvärdera bolagets riskhanteringsplan

Verksamhetens svar

Ja – åtgärdat enligt internrevisions rekommendationer.

Interrevisions iakttagelse

Bolaget har uppdaterat riskhanteringsplanen. Det har genomförts ett arbete med att utvärdera risker och identifiera nya riskområden i verksamheten.

Internrevisions bedömning i uppföljningsgranskningen

Internrevision gör bedömningen att verksamheten hanterat rekommendationen. Internrevision föreslår att bolaget bör göra en oberoende utvärdering om planen är tillräckligt omfattande.

2.5 Revisionsområde – Rekommandation 5

Tillsammans med styrelsens ordförande planera att styrelsearbetet för 2013 sker enlighet med styrelsens arbetsordning

Verksamhetens svar

Ja – redan åtgärdat.

Interrevisions iakttagelse

I intervju med vd framgår att bolaget har planerat styrelsearbetet i enlighet med styrelsens arbetsordning.

Internrevisions bedömning i uppföljningsgranskningen

Internrevision bedömer att bolaget har hanterat rekommendationen

Bilaga 1, Arbetsmaterial och underlag vid genomförandet av revision

ID-nr	Dokument
OF-02_01	Interna regler för riskhantering VD dokument 2013-06-03
OF-01_02	Interna regler riskhantering 2013-06-03
OF-01_03	Interna regler riskhantering 2013-11-26
OF-01_04	Rutiner för uppföljning-kontroll av distributörer 2013-06-03
OF-01_05	Styrelsens arbetsordning 2013-06-03
OF-01_06	2013 Q1 Compliancerapport
OF-01_07	2013 Q2 Compliancerapport
OF-01_08	2013 Q3 Compliancerapport
OF-01_09	2014 Q4 Compliancerapport
OF-01_10	Optimus Yield Riskrapporter
OF-01_11	Optimus High Yield Riskrapporter
OF-01_12	Optimus Small Cap Riskrapporter
OF-01_13	Optimus Kurskontroll High Yield 2014-02-03
OF-01_14	Optimus Kurskontroll Small Cap 2014-02-03
OF-01_15	Compliance OPTIMUS SMALL CAP 2014-02-03
OF-01_16	Compliance OPTIMUS HIGH YIELD 2014-02-03

Intervju

Vd, Ulf Deckmark

creditsafe

Namn : Jelena Saalismaa
Personnummer : 197505165105

Dagens datum : 2013-06-22

Personnummer	19750516-5105	**Län**	STOCKHOLM
Namn	Jelena Saalismaa	**Kommun**	STOCKHOLM
Folkbokföringsadress	C/O Markus Groundstroem Bjurholmsplan 29 LGH 1302 116 63 STOCKHOLM	**Församling**	KATARINA
Övrig adressinformation	Klicka här		
Civilstånd	Ej gift		

Tidigare adress

TYP	ADRESS	C/O	POSTNUMMER	ORT	LAND	FRÅN DATUM	TILL DATUM
Folkbokföringsadress	Sankt Paulsgatan 22 C LGH 1104	Johan Häggström	118 48	STOCKHOLM		2012-09-17	2013-03-11
Folkbokföringsadress	Tranvägen 3		953 36	HAPARANDA		2003-10-17	2012-09-17

Övrig adressinformation

Folkbokföringsadress sedan: 2013-03-11

Inkomstuppgifter

INKOMSTÅR	2012		2011		2010
Överskott av tjänst	139 250	-17,7 %	169 199	27,3 %	132 936
Överskott av aktiv näringsverksamhet	0	-	0	-	0
Överskott av passiv näringsverksamhet	0	-	0	-	0
Allmänna avdrag	2 700	-10,0 %	3 000	-9,1 %	3 300
Taxerad förvärvsinkomst	136 500	-17,8 %	166 100	28,2 %	129 600
Inkomst av kapital	0	-	0	-	0
Underskott av kapital	12 914	1,9 %	12 672	71,0 %	7 412
Sammanräknad inkomst	123 586	-19,5 %	153 428	25,6 %	122 188
Slutgiltig skatt	26 561	-13,6 %	30 726	0,3 %	30 622
Mervärdesskatt	0	-	0	-	0

Betalningsanmärkningar

Utmätningsförsök	2 st
Allmänna mål	7 st
Enskilda mål	9 st
TOTALT ANTAL:	**18 ST**

Senaste anmärkning

Typ	Utmätning och övriga anmärkningar
Borgenär	
Datum	2013-06-05
Belopp	

Skuldsanering

Inga registrerade

Skuldsaldo hos Kronofogden (2013-06-07)

Enskilda mål	0 SEK	**Antal Enskilda mål**	0 st
Allmänna mål	13 798 SEK	**Antal Allmänna mål**	1 st

TOTAL	13 798 SEK	TOTAL ANTAL	1 ST

Skuldsaldohistorik från Kronofogden

DATUM	ENSKILDA MÅL	ALLMÄNNA MÅL	TOTAL SUMMA
2013-04-12	0 st	3 st	21 632 SEK
2012-10-05	0 st	2 st	20 191 SEK
2012-09-07	0 st	1 st	18 790 SEK
2012-08-03	1 st	1 st	4 047 SEK
2012-07-27	1 st	1 st	4 045 SEK
2012-07-20	1 st	1 st	4 043 SEK
2012-07-13	1 st	1 st	4 041 SEK
2012-07-06	1 st	1 st	4 039 SEK
2012-06-29	1 st	0 st	2 636 SEK

Utmätningsförsök och återtagningsmål

DATUM	TYP	KOMMENTARER
2013-06-05	Utmätningsförsök	- Kontroll av löneförhållande avseende löneutmatning - Registerforskning vid fullständig tillgångsundersökning
2011-03-08	Utmätningsförsök	- Gäldenärskontakt har skett - Kontroll av löneförhållande avseende löneutmatning - Registerforskning vid fullständig tillgångsundersökning

Allmänna mål

DATUM	SUMMA	TYP	KOMMENTARER
2013-04-11	841	TV-avgift	
2012-10-03	801	TV-avgift	
2012-07-04	801	TV-avgift	
2011-10-05	801	TV-avgift	
2011-06-15	801	TV-avgift	
2011-04-06	801	TV-avgift	
2011-01-05	801	TV-avgift	
TOTAL:	5 647	7 ST	

Enskilda mål

DATUM	SUMMA	BORGENÄR	KOMMENTARER
2012-07-25	1 822	Haparanda kommun	Utslag
2011-12-21	1 144	TeliaSonera Sverige Aktiebolag	Utslag
2011-12-08	7 881	HSB Bostadsrättsförening Kantarellen i Haparanda	Utslag
2011-06-09	1 090	STIFTELSEN HAPARANDABOSTÄDER	Utslag
2011-04-18	4 988	HSB Bostadsrättsförening Kantarellen i Haparanda	Utslag
2011-04-11	545	STIFTELSEN HAPARANDABOSTÄDER	Utslag
2010-12-08	1 044	Haparanda kommun	Utslag
2010-11-24	4 905	Norrbottens läns landsting	Utslag
2010-09-22	3 166	J&J LAKKAPÄÄ OY	Utslag
TOTAL:	26 585	9 ST	

Scoring

Sannolik betalningsförmåga [1-100]	Ingen scoring	Utmätningsförsök

Förklaring till vår Scoringskala

POÄNG	SANNOLIK BETALNINGSFÖRMÅGA
70 - 100	Mycket hög
40 - 69	Hög
20 - 39	Medel
1 - 19	Låg

Ingen Scoring	Exempel då scoring inte beräknas är då personen har beviljad skuldsanering, har registrerat utmätningsförsök eller är spärrad

Bolagsengagemang

ORGNR	FÖRETAGSNAMN	FUNKTION	TILLTRÄDE	STATUS
716415-8094	HSB Bostadsrättsförening Kantarellen i H...	Ledamot	2009-11-09	Aktivt

Översikt

Antal fastigheter	0 st	
Totalt tax. värde	0 SEK	
Genomsnittligt ägande %	0 %	
Tax. värde byggnad ägd del	0 SEK	
Tax. värde mark ägd del	0 SEK	
Totalt tax. värde ägd del		**0 SEK**
Inga fastigheter registrerade		

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Ämne: Call center office with Emil

Start: tor 2012-09-13 10:00
Slut: tor 2012-09-13 11:00

Inträffar varje: (inget)

Ämne:	Positiv Conference
Plats:	Optimus office, Hammarby Kaj 16
Start:	tis 2013-05-21 10:00
Slut:	tis 2013-05-21 18:00
Inträffar varje:	(inget)
Mötesstatus:	Mötesorganisatör
Organisatör:	Olofsson Susanna

(1) Discuss the current acquisition of Positiv, and (2) discuss the immediate future of the Mark/Emil/Niclas relationship.

Ämne:	Ulf and Emil to go over Positiv and shareholding company.
Start:	tis 2013-06-04 12:00
Slut:	tis 2013-06-04 13:00
Inträffar varje:	(inget)

ABS Investment Group, LLC

29 April 2013

To: The shareholders of Positiv Pension AB
Attention: Niclas Tapper
Vädursgatan 5
412 50 Göteborg, Sweden
Via Email: niclas@positivpension.se

Strictly Private & Confidential

Re: Letter of Intent to purchase and acquire the entire issued share capital of Positiv Pension AB - SUBJECT TO CONTRACT

Dear Sirs:

Proposed acquisition of the entire issued share capital of Positiv Pension AB (**"Positiv Pension" or the "Target"**)

Positiv Pension AB has outstanding state-of-the-art call-center, technologies, professionalism, and skills and involvement from its personnel. These attributes will be complemented by an appropriate balance sheet, and significant financial muscle and merging of senior management from ABS Investment Group, Optimus Fonder and Strategi Placering. We will enable the continuation of investment in marketing projects, and in new financial products funded by our own resources. Positiv Pension has positioned itself in a manner that is ideal for ABS Investment Group to provide the required managerial expertise and financial muscle on which to build for the future. ABS Investment Group is a long term investor with a “today” view on margins and profitability. We will work today to secure our position as a niche player in the international financial services market for the long term.

Following our recent discussions with yourselves, we write to set out the principal terms and conditions upon which we are prepared to purchase, subject to contract, the entire issued share capital of the Target (the **"Proposed Acquisition"**). These terms and conditions, together with such others as we agree between us, will be incorporated into a legally binding agreement.

1. PARTIES

1. [TO BE ADDED] (the **"Sellers"**); and

2. ABS Investment Group, LLC (the **"Buyer"**).

707 Broadway, 18th Floor, San Diego, California 92101

2. SHARES TO BE ACQUIRED

The entire issued share capital of Positiv Pension AB (the **"Target Shares"**). The Sellers will sell the entire legal and beneficial interest in the Target Shares free of any charges, mortgages, liens, encumbrances or other security interests.

3. PURCHASE PRICE

3.1 The consideration payable for the Target Shares will be satisfied by the Buyer undertaking all of the liabilities of the Target on completion of the Proposed Acquisition.

3.2 The purchase price is one and three-quarters per cent (1.75%) of the balance of the PPM investments of clients owned by the Target ("**Clients**"), verified by personal numbers and PIN codes, conditional on the Target, and its subsidiaries as applicable (together the **"Target Group"**) having a balance sheet substantially as described in Exhibit "A" (to be attached hereto by the Sellers) at completion of the Proposed Acquisition (i.e.: if the balance of the PPM investments of clients owned by the Target is SEK 2,2 billion, then the purchase price for the shares as described in Section 2.1 would be SEK 38,5 million) ("**the Purchase Price**"). The assets and liabilities of such balance sheet of the Target Group will be verified by completion accounts to be prepared by the Buyer and/or its accountants, subject to review by the Sellers.

3.3 In addition, Buyer will (1) continue to collect the annual Client contract fees and immediately pass 100% of those collected fees to the Sellers or the Sellers' appointed agent, and (2) pay the applicable fund fee (i.e.: 65 basis points) to the Sellers or the Sellers' appointed agent for a period of 36 months following the date of completion of the Proposed Acquisition ("**the Additional Payment**").

4. ACQUISITION TIMETABLE

4.1 This Letter of Intent is subject to the negotiation and execution of mutually satisfactory acquisition documentation (Stock Purchase Agreement) as described in paragraph 6 of this Letter of Intent. We agree to use our reasonable endeavours to work with you towards exchange of definitive acquisition documentation for the Proposed Acquisition on or before 17 June 2013 ("**the Closing**").

4. 2 We intend to commence final due diligence immediately upon signature of this letter, to complete this final due diligence process by 31 May 2013 with a view to completing the Proposed Acquisition on or before 17 June 2013.

5. CONDITIONS

Completion of the Proposed Acquisition will be subject to a number of conditions, including:

a) legal, and financial, technical due diligence into the affairs of the Target Group having been carried out to the Buyer's reasonable satisfaction;
b) the approval of the Proposed Acquisition by any applicable or required authorities or the Buyer being reasonably satisfied that no such approval is required;
c) delivery by the Sellers to the Buyer of audited accounts of the Target Group, ended 31 December 2012;
d) no material adverse change occurring in the financial or trading position or prospects of the Target Group.

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6. DEFINITIVE ACQUISITION DOCUMENTATION

6.1 The parties will negotiate and enter into definitive acquisition documentation (Stock Purchase Agreement) relating to the Proposed Acquisition. The definitive acquisition documentation (Stock Purchase Agreement) will be prepared by the Buyer's lawyers.

6.2 All definitive acquisition documentation will be in the English language. If any acquisition documentation is translated into another language, the English language version will be the authentic text and will prevail in the event of any ambiguity or inconsistency.

7. SERVICE AGREEMENTS

[TBD - Insert names of executives who will remain with the Target] will enter into new service or employment agreements with the Target or the Buyer, at the Buyer's request, at completion of the Proposed Acquisition on terms reasonably acceptable to the Buyer.

8. RESTRICTIVE COVENANTS

8.1 To protect the Target Group and its goodwill following the Proposed Acquisition, the Sellers, and the Sellers shareholders, its employees, officers, and agents will be required not to solicit any of the Clients for any reason, as described in Section 3.2, of the Target Group for an indefinite period after completion of the Proposed Acquisition.

8.2 Further the Sellers, and the Sellers shareholders, its employees, officers, and agents shall not at any time during such time as the Sellers receive the Additional Payment or as long as the Sellers shareholders are solicited or employed by the Buyer or its affiliates, and for a period of one (1) year thereafter, without the prior consent in writing of the Buyer, either directly or indirectly, alone or as an, officer, director, or executive of any entity, be engaged, concerned or interested in any other business whatsoever which directly or indirectly is engaged in business which is in competition with the business of the Target or the Buyer or its associated or affiliated companies.

9. SHARED SERVICES

The Target and the Seller will enter into transition service agreements, including but not limited to the Target's ongoing operational services. The Target and the Seller will share all relevant operational and management platforms until "separation" can be completed on terms reasonably acceptable to the Buyer.

10. FINANCIAL CONDITION OF BUYER

The partners of the Buyer have a net worth in excess of USD $100 million. Not only does the Buyer have the financial muscle and ability to provide capital to the Target in the event that future market conditions negatively disrupt its cash flows, but the Buyer also has the unique desire to continue to provide necessary capital to the Target in the event that future market conditions are disrupted.

11. CONFIDENTIALITY; ALL RELEVANT INFORMATION SHALL BE KEPT IN ABSOLUTE CONFIDENCE;

All information regarding the Proposed Acquisition shall be kept in absolute confidence. Additionally, the definition of Confidential Material shall be expanded to include the contents of this Letter of Intent. Confidential Material is all financial, technical, strategic, operational,

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commercial, employee, management and other information or data of whatever kind (whether written, oral or in disk or electronic form or in any other format) supplied or disclosed to Buyer or its Advisers by Seller or its Advisers in connection with the Proposed Acquisition. All Confidential Material shall be used by Buyer solely for the purpose of evaluating and negotiating the Proposed Acquisition ("the Permitted Purposes"). No Confidential Material will be used by us in any market activities other than those relating to the Proposed Acquisition.

12. EXCLUSIVITY

In consideration of our incurring further costs and expenses in the course of investigating the Target Group for the Proposed Acquisition the Seller shall grant the Buyer exclusivity to complete the Proposed Acquisition from the execution of this Letter of Intent to the intended Closing on 17 June 2013. If no Share Purchase Agreement has been entered into by the date last mentioned above, the parties shall not be bound by the provisions herein, except for clauses 11 and 14 that shall survive the termination of this letter of intent.

13. NO OBLIGATION

This letter of intent shall not constitute an obligation for any of the parties to enter into any further agreement(s) with the other party. However, the letter of intent sets out the basic terms and conditions that the parties have agreed upon on this stage.

14. GOVERNING LAW, DISPUTES

14.1 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

14.2 The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish. Documents originally drafted in English may be submitted in English only. This letter of intent, and any non-contractual claims between the parties, shall be governed by the substantive law of Sweden, without regard to its conflict of laws regulations.

This Letter of Intent shall become null and void unless executed by all parties prior to the close of business on April 30, 2013.

[SIGNATURE PAGE FOLLOWS]

707 Broadway, 18th Floor, San Diego, California 92101

Best regards,

.....

for and on behalf of ABS Investment Group LLC

Acknowledged and Accepted:

.....
for and on behalf of the Sellers

.....
Dated

707 Broadway, 18th Floor, San Diego, California 92101

COMMERCEWEST
INVESTMENT MANAGEMENT
Bank on The Difference™

Investment Account Strategic Asset Management

Statement Period
August 1 to August 31, 2013

ABS INVESTMENT GROUP A LIMITED LIABILITY COMPANY	1360-4701
Investment Objective	Growth

ABS INVESTMENT GROUP
A LIMITED LIABILITY COMPANY
707 BRAODWAY, 18TH FLOOR
SAN DIEGO CA 92101

Total Value of Your Account as of August 31, 2013 **$3,896,939.41**

INVESTMENTS HELD AT LPL FINANCIAL

Previous Year-End Value as of December 31, 2012	**$724,609.05**
Beginning Value as of August 1, 2013	**$4,333,880.46**
Additions	8,345,000.00
Withdrawals	—
Dividends, Interest and Capital Gains	7,078.35
Increase/decrease in Market Value[1]	-8,789,019.40
Ending Value as of August 31, 2013	**$3,896,939.41**

	Year-End Value December 31, 2012	Value on August 31, 2013
TOTAL VALUE OF YOUR ACCOUNT	**$724,609.05**	**$3,896,939.41**

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Your Financial Advisor:
Ronald Chamberlin (949)251-6959
Commerce West Bank
2111 Business Center Drive
Irvine, CA 92612
ron.chamberlin@LPL.COM

Securities Offered Through
LPL Financial
Member FINRA/SIPC
9785 Towne Centre Drive, San Diego, CA 92121-1968
75 State Street, 24th Floor, Boston, MA 02109-1827

1 Increase/decrease in Market Value reflects the impact of changes in the value of securities held in your LPL Financial account, as well as the impact of any transfers of securities into or out of your account during the statement period.

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LPL Financial

Not FDIC Insured	No Bank Guarantee	May Lose Value
Not a Deposit	Not Insured by any Federal Government Agency	

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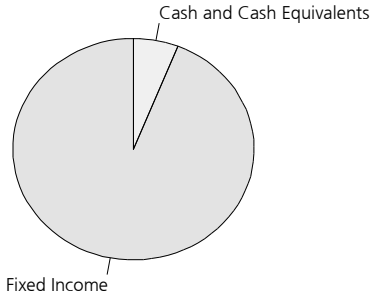
Investment Account Strategic Asset Management

Statement Period
August 1 to August 31, 2013

ACCOUNT INVESTMENT SUMMARY as of August 31, 2013

Investment Type	Amount	Percent
Cash and Cash Equivalents	$234,660.70	6.02%
Equities and Options	—	—
Fixed Income	3,662,278.71	93.98%
Mutual Funds, ETFs and Closed-End Funds	—	—
Total	**$3,896,939.41**	**100.00%**



EARNINGS SUMMARY as of August 31, 2013

Estimated Annual Income	$1,017,802.00
Estimated Accrued Interest	$84,816.90

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CASH AND CASH EQUIVALENTS

Description	Current Balance
Money Market Funds	$234,660.70
TOTAL CASH AND CASH EQUIVALENTS	**$234,660.70**

GOVERNMENT AND AGENCY BONDS

Description/SecurityID	Quantity	Price	Market Value	Estimated Annual Income	Accrued Int./ Est. 30-Day Yld.
CSAB TR REMIC 2006-1 CL A4 MONTHLY 24 DAY DELAY CPN 6.294% DUE 06/25/36 DTD 05/01/06 FC 06/25/06 MOODYS RATING: C S&P RATING: D 22943HAE6	16,171,000	$22.6472	$3,662,278.71 FACTOR:1.00	$1,017,802	$84,816.90 27.79%
TOTAL GOVERNMENT AND AGENCY BONDS			**$3,662,278.71**	**$1,017,802**	**$84,816.90**

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Value of Your LPL Financial Account	Market Value	Estimated Annual Income
	$3,896,939.41	**$1,017,802**

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ACCOUNT ACTIVITY SUMMARY

	Period Ending August 31, 2013	Year-to-Date
Securities Purchased	-$8,450,135.30	-$20,720,458.29
Securities Sold	209,983.45	209,983.45
Additions to Your Account	8,345,000.00	20,696,431.51
Withdrawals from Your Account	—	-5,129.01
Dividends, Interest and Capital Gains	7,078.35	42,451.18
Reinvestments	—	—
Net Change in Bank Deposit Sweep Balance [1]	—	—
Net Change in Money Market Fund Balance	-4,121,108.99	222,311.91
Fees and Expenses [2]	—	-966.93

SECURITIES PURCHASED

Date	Activity Type	Description/SecurityID	Quantity	Price	Amount
08/02/13	Purchase	ML ALT NT ASSET TR REMIC 2007-A2 CL A3D MONTHLY 0 DAY DELAY VAR CPN 0.493% DUE 03/25/37 DTD 03/30/07 FC 04/25/07 59024FAG9	20,000,000	$13.375	-$1,935,633.41
08/06/13	Purchase	ML ALT NT ASSET TR REMIC 2007-A2 CL A3D MONTHLY 0 DAY DELAY VAR CPN 0.493% DUE 03/25/37 DTD 03/30/07 FC 04/25/07 59024FAG9	24,354,840	13.50	-2,379,569.66

SECURITIES PURCHASED continue on page 5

1 Bank Deposit Sweep Accounts are FDIC insured, are not obligations of LPL Financial or SIPC, and are not available for margin purposes. See the message section for further information.

2 Fees and expenses include account, custodial and advisory fees assessed during the statement period.

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SECURITIES PURCHASED (continued)

Date	Activity Type	Description/SecurityID	Quantity	Price	Amount
08/16/13	Cancel	GREENPOINT CR LLC REMIC SER 1999-5 CL M2 MONTHLY 14 DAY DELAY CPN 9.230% DUE 12/15/29 DTD 11/01/99 FC 12/15/99 395383AG7 AS OF 07/29/13	-2,250,000	—	1,288,731.19
08/16/13	Purchase	GREENPOINT CR LLC REMIC SER 1999-5 CL M2 MONTHLY 14 DAY DELAY CPN 9.230% DUE 12/15/29 DTD 11/01/99 FC 12/15/99 395383AG7 AS OF 07/29/13	2,250,000	71.00	-1,281,064.09
08/19/13	Purchase	CSAB TR REMIC 2006-1 CL A4 MONTHLY 24 DAY DELAY CPN 6.294% DUE 06/25/36 DTD 05/01/06 FC 06/25/06 22943HAE6	16,171,000	25.25	-4,142,599.33
TOTAL SECURITIES PURCHASED					**-$8,450,135.30**

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SECURITIES SOLD

Date	Activity Type	Description/SecurityID	Quantity	Price	Amount
08/22/13	Sale	FIRST NLC TR REMIC SER 2005-3 CL M2 MONTHLY 0 DAY DELAY VAR CPN 1.213% DUE 12/25/35 DTD 11/16/05 FC 11/25/05 32113JBV6	-1,000,000	$21.00	$209,983.45
TOTAL SECURITIES SOLD					**$209,983.45**

ADDITIONS TO YOUR ACCOUNT

Date	Activity Type	Description/SecurityID	Quantity	Price	Amount
08/02/13	Wire Transfer	FED FUNDS/ COMMERCEWEST	—	—	$2,000,000.00
08/06/13	Wire Transfer	FED FUNDS/COMMERCEWEST	—	—	2,400,000.00
08/19/13	Wire Transfer	FED FUNDS/COMMERCEWEST	—	—	3,945,000.00
08/21/13	Transfer A/C	FIRST NLC TR REMIC SER 2005-3 CL M2 MONTHLY 0 DAY DELAY VAR CPN 1.213% DUE 12/25/35 DTD 11/16/05 FC 11/25/05 32113JBV6	1,000,000	—	—
TOTAL ADDITIONS TO YOUR ACCOUNT					**$8,345,000.00**

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WITHDRAWALS FROM YOUR ACCOUNT

Date	Activity Type	Description/SecurityID	Quantity	Price	Amount
08/12/13	Transfer A/C	ML ALT NT ASSET TR REMIC 2007-A2 CL A3D MONTHLY 0 DAY DELAY VAR CPN 0.493% DUE 03/25/37 DTD 03/30/07 FC 04/25/07 59024FAG9	-24,354,840	—	—
08/12/13	Journal	ML ALT NT ASSET TR REMIC 2007-A2 CL A3D MONTHLY 0 DAY DELAY VAR CPN 0.493% DUE 03/25/37 DTD 03/30/07 FC 04/25/07 59024FAG9	-20,000,000	—	—
08/23/13	Journal	GREENPOINT CR LLC REMIC SER 1999-5 CL M2 MONTHLY 14 DAY DELAY CPN 9.230% DUE 12/15/29 DTD 11/01/99 FC 12/15/99 395383AG7	-2,250,000	—	—
08/23/13	Journal	STRUCTURED ASSET INVT LN REMIC 2006-4 CL A5 MONTHLY 0 DAY DELAY VAR CPN 0.503% DUE 07/25/36 DTD 06/25/06 FC 07/25/06 86360WAE2	-13,492,000	—	—
TOTAL WITHDRAWALS FROM YOUR ACCOUNT					—

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DIVIDENDS, INTEREST AND CAPITAL GAINS

Date	Activity Type	Description/SecurityID	Amount
08/26/13	Interest	FIRST NLC TR REMIC SER 2005-3 CL M2 MONTHLY 0 DAY DELAY VAR CPN 1.213% DUE 12/25/35 DTD 11/16/05 FC 11/25/05 082513 1,000,000 32113JBV6 AS OF 08/25/13	$1,075.58
08/26/13	Interest	STRUCTURED ASSET INVT LN REMIC 2006-4 CL A5 MONTHLY 0 DAY DELAY VAR CPN 0.503% DUE 07/25/36 DTD 06/25/06 FC 07/25/06 082513 13,492,000 86360WAE2 AS OF 08/25/13	5,996.80
08/30/13	Cash Dividend	JPMORGAN PRIME MONEY MARKET FUND SERVICE SHARES 083013 234,654	5.97
TOTAL DIVIDENDS, INTEREST AND CAPITAL GAINS			**$7,078.35**

NET MONEY MARKET FUND ACTIVITY[3]

JPMorgan Prime Money Market Fund - Service Shares

Date	Activity Type	Description	30-Day Yield	Amount	Balance
08/01/13	Opening Balance				$4,355,769.69
08/01/13	Shares Redeemed	JPMORGAN PRIME MONEY		-4,233,035.49	122,734.20
08/05/13	Shares Purchased	JPMORGAN PRIME MONEY		2,000,000.00	2,122,734.20
08/07/13	Shares Purchased	JPMORGAN PRIME MONEY		464,366.59	2,587,100.79

NET MONEY MARKET FUND ACTIVITY continue on page 9

3 Money Market activity reflects the net of all transfers of funds to and from your money market account on the date referenced.

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NET MONEY MARKET FUND ACTIVITY (continued)

Date	Activity Type	Description	30-Day Yield	Amount	Balance
08/09/13	Shares Redeemed	JPMORGAN PRIME MONEY		-2,379,569.66	207,531.13
08/19/13	Shares Purchased	JPMORGAN PRIME MONEY		7,667.10	215,198.23
08/20/13	Shares Purchased	JPMORGAN PRIME MONEY		3,945,000.00	4,160,198.23
08/22/13	Shares Redeemed	JPMORGAN PRIME MONEY		-4,142,599.33	17,598.90
08/27/13	Shares Purchased	JPMORGAN PRIME MONEY		217,055.83	234,654.73
08/30/13	Dividend Reinvest	JPMORGAN PRIME MONEY		5.97	234,660.70
08/31/13	Closing Balance				234,660.70
JPMorgan Prime Money Market Fund - Service Shares			**0.010%**		
NET CHANGE IN MONEY MARKET FUND BALANCE				**-$4,121,108.99**	

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ACCRUED INTEREST SUMMARY

Accrued Interest Paid (Interest paid on the purchase of fixed income securities)

Description	August 31, 2013	Year-to-Date
Government and Agency Bonds	-$65,522.72	-$79,530.22
TOTAL ACCRUED INTEREST PAID	**-$65,522.72**	**-$79,530.22**

Accrued Interest Received (Interest received on the sale of fixed income securities)

Description	August 31, 2013	Year-to-Date
Government and Agency Bonds	$33.45	$33.45
TOTAL ACCRUED INTEREST RECEIVED	**$33.45**	**$33.45**

DIVIDEND AND INTEREST SUMMARY

Description	August 31, 2013	Year-to-Date
Money Market Funds	$5.97	$13.39
Government and Agency Bonds	7,072.38	42,437.79
TOTAL DIVIDENDS AND INTEREST	**$7,078.35**	**$42,451.18**

DIVIDENDS, INTEREST, CAPITAL GAINS AND OTHER DISTRIBUTIONS NOT YET RECEIVED

DIVIDENDS, INTEREST AND CAPITAL GAINS NOT YET RECEIVED

Closing Date	Transaction Type	Description/SecurityID	Record Date	Quantity	Rate	Amount of Payment
09/25/13	Interest	CSAB TR REMIC 2006-1 CL A4 MONTHLY 24 DAY DELAY CPN 6.294% DUE 06/25/36 DTD 05/01/06 FC 06/25/06 22943HAE6	08/31/13	16,171,000	5.245	$84,816.90
TOTAL DIVIDENDS, INTEREST AND CAPITAL GAINS NOT YET RECEIVED						**$84,816.90**

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Account Messages as of August 31, 2013

MESSAGES FROM YOUR FINANCIAL ADVISOR

Moving forward is less difficult when finances don't pose an additional burden. Give your loved ones the security of knowing that even if the unthinkable happens, they'll be taken care of.

Your referrals mean a great deal to my business. If you know of a friend or family member who might benefit from my service, please let me know. I will work hard to ensure that your referrals feel it was a wise investment of their time - and their future - to have met with me.

MESSAGES FROM LPL FINANCIAL

NON-TRANSFERABLE SECURITIES THAT ARE WORTHLESS

As part of our continuing effort to provide exceptional service, please be advised that LPL Financial will remove any non-transferable securities that are worthless from customer accounts. Your account may or may not be affected. Should you have any questions or concerns, please contact your financial advisor.

ESTIMATED ANNUAL INCOME (EAI) AND ESTIMATED YIELD (EY)

EAI is calculated by taking the indicated annualized dividend and multiplying by the number of shares owned. EY is calculated by taking the EAI and dividing by the aggregate value of the shares owned. If no dividend information is available, no EAI or EY numbers will be generated. EAI and EY for certain types of securities could include a return of principal or capital gains in which case the EAI and EY would be overstated. EAI and EY are estimates and the actual income and yield might be lower or higher than the estimated amounts. Additionally the actual dividend or yield may vary depending on the security issuer's approval of paying the dividends. EY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate.

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Disclosures and Other Information

Account Protection LPL Financial is a member of the Securities Investor Protection Corporation (SIPC). SIPC provides protection for your account up to $500,000, including $100,000 in free cash balances, in the unlikely event that LPL fails financially. SIPC protection limits apply to all accounts that you hold in a particular capacity. For example, if you hold two accounts at LPL as a sole account holder and a third as a joint account holder, the two individual accounts are protected under SIPC up to a combined limit of $500,000, and the joint account is protected under SIPC separately up to $500,000. Insured Cash Accounts are not protected by SIPC. LPL accounts have excess SIPC-like coverage to cover the net equity of customer accounts subject to a $750 million aggregate firm limit. More information on SIPC, including an SIPC Brochure, may be obtained by calling SIPC directly at (202) 371-8300 or by visiting **www.sipc.org.**

Adjusted Cost The cost basis of securities sold, matured, redeemed or exercised is adjusted for return of principal, original issue discount, accrual and partnership distributions for CMO, CDO, REMIC and MLP transactions. Eligible securities on the Realized Gains and Losses Statement have been adjusted for bond amortization, return of capital, liquidating distributions, wash sales or similar items. N/A displays when the information is incomplete or missing and is treated as zero when calculating totals.

Agency If LPL Financial acts as your agent, or as agent for both you and another person in a transaction, the transaction details, including the identity of the seller or buyer and the source and amount of any fees or payments will be supplied upon written request.

Asset-backed Securities The actual yield from transactions in asset-backed securities (e.g., CMO, FNMA, FHLMC OR GMNA transactions) may vary according to the rate at which the underlying assets or receivables are repaid. Information about yield factors is available from your financial advisor on request.

Called Securities In the event of a partial call of corporate or municipal bonds, or preferred stock held in bulk segregation, the securities to be called will automatically be selected on a random basis, as is customary in the securities industry. The probability that your securities will be selected is proportional to the amount of your holdings relative to the bulk holdings. A detailed description of the random selection procedure is available upon request.

Change of Address Please notify your financial advisor/representative or LPL Financial promptly in writing of any change of address.

Cost Basis Transactions are automatically paired against holdings on a "First-In/First-Out" basis (unless manually adjusted). Designating liquidations as "versus purchase" on a trade will cause the trade confirmation or other closed tax lot notification to reflect the selected closed tax lots. For assets not purchased in the LPL account, you or the previous broker / dealer upon transfer may have provided the Date Acquired and Purchase Cost of the position. If no such data was submitted, N/A is listed as the Purchase Cost, and is treated as zero when calculating Gain or Loss totals. Since the cost basis on certain securities may have been provided by another source, the cost basis information on your statement may not reflect accurate data or correspond to data on your trade confirmations. This information should not be relied upon for tax reporting purposes. Please refer to your tax reporting statement, if applicable. For accounts electing average cost, the total cost may be computed using a combination of averaged and non-averaged unit prices for eligible securities.

Discrepancies Please notify your financial advisor and LPL Financial immediately of any discrepancies on your statement. If your financial advisor is affiliated with another broker/dealer, you must notify them as well. Please contact your financial advisor for the broker/dealer's contact information. Your financial advisor's address and telephone number can be found on the bottom of each page of this statement. LPL Financial's telephone number is (800) 558-7567 and address can be found on the first page of this statement. Additionally, any verbal communications should be re-confirmed in writing to each of the above parties to further protect your rights, including rights under Securities Investor Protection Act (SIPA).

Free Credit Balances LPL Financial may use your free credit balances subject to the limitations of 17 CFR Section 240.15c3-3 under the Securities Exchange Act of 1934. You have the right to receive from us, upon demand in the course of normal business, the delivery of any free credit balances to which you are entitled, any fully paid securities to which you are entitled, and any securities purchased on margin upon full payment of any indebtedness to LPL Financial.

Insured Cash Accounts (ICA) Cash in the ICA program is protected by the Federal Deposit Insurance Corporation (FDIC). LPL Financial allocates your money in the ICA program to banks listed in the Priority Bank List in increments up to $250,000 per depositor per depository institution ($500,000 for joint accounts) until your balance in the ICA program is allocated up to a total of $1,500,000 ($3,000,000 for joint accounts). Recent legislation permanently increased FDIC coverage to $250,000 per depositor per bank ($500,000 for joint account holders). More information on FDIC insurance is available on request, or by visiting the FDIC website at **www.fdic.gov.** LPL Financial is not a bank. Unless otherwise disclosed, securities and other investments obtained through LPL Financial ARE NOT FDIC INSURED, ARE NOT BANK GUARANTEED AND MAY LOSE VALUE.

Investment Risk LPL Financial is not a bank, savings and loan, or credit union. Securities and insurance offered through LPL and its affiliates are not FDIC, NCUA or government insured, not endorsed or guaranteed by LPL, its affiliates or any other financial institution, are not a deposit, and involve investment risk including possible loss of principal.

Investments Held Outside LPL Financial Information on investments Held Outside LPL is provided for informational purposes only. Values for investments not held in your LPL account are based on the market value of priced securities at the end of the statement period. Values for annuities reflect a pricing date approximately three business days prior to the statement date. Values for alternative investments such as Managed Futures and REITs (Real Estate Investment Trusts) reflect a pricing date three to five business days prior to the statement date, depending on the availability of the data. The account registration for investments held outside LPL may not be the same as the registration for the LPL account with which it is affiliated. For example, an outside investment with a joint registration may be reflected on an LPL account with an individual registration.

Margin Account If you use margin, this statement combines information about your investment account(s) and a special miscellaneous account maintained for you under Section 220.6 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the separate account required by Regulation T is available for your inspection upon request.

Money Market Funds Money market fund transactions, if any, are displayed chronologically. The 30-day yield for the fund is also reflected as of the statement date.

Municipal Material Disclosures Copies of any material disclosures for municipal bonds are available at www.emma.msrb.org. To obtain specific municipal bond information, enter the nine-digit CUSIP number in the Search field within the EMMA web site. If you do not have access to the Internet or would prefer a physical copy of the material disclosure, please contact your financial advisor. Additional municipal bond information that may be available on www.emma.msrb.org, includes, but is not limited to: advance refunding documents, continuing disclosures, including annual financial statements and notices of material events, real-time and historical trade data, daily market statistics and educational material.

N/A or "–" Data Information that displays as N/A or "–" is unavailable, missing or incomplete and is treated as zero when calculating account totals, market values and performance.

Open Orders Open Orders are transactions pending execution, i.e., purchase and/or sale orders that you have placed, but that have not been executed by the end of the statement period.

Option Clients Information on commissions and other charges incurred in connection with the execution of option transactions has been included in the confirmations of these transactions furnished to you. A summary of this Information will be made available upon request. In accordance with the Option Agreement and Approval Form you signed, you must promptly advise the firm of any material change in your investment objectives or financial situation.

Order Routing Quarterly Order Routing information for equities and options can be found on LPL.com>Disclosure>SEC Disclosure. This information is also available upon request.

Payment for Order Flow LPL Financial acts as your agent and receives payment for order flow, the source and nature of which will be furnished to you upon written request.

Pricing Securities prices shown on this statement may vary from actual liquidation value. Prices shown should only be used as a general guide to portfolio value. We receive prices from various services, which are sometimes unable to provide timely information. Where pricing sources are not readily available, particularly on certain debt instruments including, but not limited to, bills, notes, bonds, banker's acceptances, certificates of deposit, or commercial paper, estimated prices may be generated by a matrix system or market driven pricing model, taking various factors into consideration. These prices may not be the actual price you would receive if you sold before the maturity of a certificate of deposit. The pricing of listed options takes into account the last closing price, as well as the current bid and offer prices. Where securities have not been priced, their values have not been included in the Portfolio Summary information at the beginning of this statement.

Principal If your broker-dealer is acting as principal in a transaction, your broker-dealer has sold to or bought from you the security, and may have received a profit from the transaction.

Purchase Cost Original cost including fees, commissions and less accrued interest of the quantity sold or redeemed. For transferred securities, this could be the purchase amount you or the former institution provided to us.* Purchase Cost may be adjusted to reflect corporate actions, such as stock splits, mergers, spin-offs or other events. N/A is displayed when the information is incomplete or missing and is treated as zero when calculating totals. **Transferred securities may not be included in Purchase Cost.*

Regulation All transactions are subject to the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market–and its clearing house, if any–where the transactions are executed, and of the Financial Industry Regulation Authority (FINRA).

Reinvestment The dollar amount of mutual fund distributions, money market fund income, or dividends on other securities shown on your statement may have been reinvested in additional shares. You will not receive confirmations for these reinvestment transactions. However, you may request information on these transactions by writing to LPL Financial. LPL will also, if requested, furnish you with the time of execution and the name of the person from whom your security was purchased.

Statement of Financial Condition LPL Financial's financial statement is available for inspection at our office. We will mail a copy to you upon written request.

Sweep Option Your account may provide for a daily sweep into an Insured Cash Account. If you have any questions about your sweep option, including rates or the depository institutions currently participating in the sweep option, or you would like to change your sweep option, please contact your financial advisor.

LPL Financial LLC is an affiliate of LPL Financial Holdings Inc.

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LPL Financial

COPY

[Golf44ron@aol.com]
Wed, 07/24/2013 06:32 PM

From: [Golf44ron@aol.com]
To: [mbishop@absig.com]
Subject: Re: LPL Financial set-up as a counterparty...

Mark,

Attached is the 2012 Annual report for LPL. LPL is a public company (symbol LPLA) so most of the info is available online. This report list "money laundering", licensing and regulatory bodies", and of course the financial statement.

I'm not sure where the "Best execution policy" is but I can find out. Settlement instructions for DTC or Euroclear can be accomplished when we get more details about Optimus Fonder AB.

Sincerely,

Ronald J. Chamberlin
Registered Principal,
LPL Financial
CommerceWest Investment Management
2111 Business Center Drive
Irvine, CA 92612

T (949) 474-5263 (direct)
T (949) 251-6959 x7265
F (949) 251-6958
M (949) 302-2204

W www.lpl.com/ron.chamberlin
E ron.chamberlin@lpl.com

Securities offered through LPL Financial, Member FINRA/SIPC
Not FDIC Insured. No Bank Guaranteed. May Lose Value.
Not a Deposit. Not Insured by Any Federal Government Agency.

In a message dated 7/24/2013 3:07:06 A.M. Pacific Daylight Time, mbishop@absig.com writes:

> Ron -
>
> My fund company in Sweden, Optimus Fonder AB, will be the buyer of many of the corporate bonds that we will look at with you. So I would like to get LPL Financial set-up as a counterparty. I will need the following for the set-up:
>
> LPL's "money laundering" policy;
> LPL's "best execution" policy;
> LPL's latest audited financial statement;
> LPL's licensing and regulatory bodies;
> LPL's settlement instructions for DTC or Euroclear.
>
> We're almost there.
>
> Thanks,
>
> M

MEMORANDUM

DATE: July 23, 2013

TO: Eileen Hughes
DB

CC: Alex Hendrickson, Auriga
Richard Chun, Auriga

FROM: Mark Bishop
Board Member/Owner, Optimus Fonder AB

RE:

Optimus High Yield is a Swedish Fund owned by individuals. No individual owns 10% or more of the Fund. I am a board member and owner of Optimus Fonder AB which is the manager of the Fund.

OPTIMUS FONDER AB
Hammarby Kaj 16, 5 tr
120 30 Stockholm, Sweden
+46 8 502 556 03

MEMORANDUM

Date: August 12, 2013

To: Emil Ingmanson

From: Mark Bishop

Re: MANA 2007-A2 A3D
Compliance memo supporting pricing

The MANA 2007-A2 A3D bond (cusip 59024FAG9, ISIN US59024FAG90) performs well and is currently at a satisfactory level at a price of 34.50%.

Supporting price:

1) The Canadian bond fund, Omniarch Fixed Income Fund, purchased USD 20 million of MANA 2007-A2 A3D at 37.00% on August 7, 2013;

2) Citi Group provides a total return of 25.17% at a price of 34.50%;

3) JPMorgan provides a total return of 24.20% at a price of 34.50%;

4) ABSNet provides a total return of 20.93% at a price of 34.50%;

5) US regional dealer, Mesirow Financial, offered a price of 34.00% for USD 10 million of MANA 2007-A2 A3D on August 9, 2013.

6) Hayden Consulting International (haydenconsultingintl.com) places a valuation price on the subject bond of 35.00%, as of August 9, 2013.

Memorandum

Date: June 29, 2013

To: Ulf Deckmark

From: Mark Bishop

Re: 9 Corporate Bond Offerings (1 sponsored by Mark and 8 sponsored by Emil)

The Solar Credits Opportunities deal will need to fund by July 15th. All of the other deals that underwrite can fund in late July, since many of the deals are "building their books".

#1:
Solar Credits Opportunities CL Fund, LLC
Offered by Auriga
Bond size USD 200 million
Coupon at 8%
Offer USD 6.5 million, subject to underwriting, OK per Mark

#2:
Wallenborn – Project BORA
Offered by Baader
Bond size EUR 80 million
Coupon at 7% (Coupon is below our 8% target)
Offer EUR 4 million (5% of bond size), subject to underwriting and exchange listing

#3
DIC Asset
Offered by Baader
Bond size EUR 100 million
Coupon at 5.75% (Coupon is below our 8% target)
Offer EUR 4 million (4% of bond size), subject to underwriting and exchange listing

#4
Homann
Offered by Close Brothers
Bond size EUR 50 million
Coupon at 7% (Coupon is below our 8% target)
Optimus already owns approximately EUR 750.000 of this bond
Offer EUR 2 million additional, OK

#5
Rickmers
Offered by Close Brothers
Bond size EUR 200 million
Coupon at 8.875%
Optimus already owns approximately EUR 4 million of this bond
Offer EUR 10 million additional, OK

#6
PNE Wind
Offered by Close Brothers
Bond size EUR 100 million
Coupon at 8.0%
Offer EUR 5 million (5% of bond size), subject to underwriting and exchange listing

#7
Steilmann Boecker
Offered by Close Brothers
Bond size [unknown]
Coupon at 6.75% (Coupon is below our 8% target)
Offer EUR ___ million (no more than 2.5% of bond size), subject to underwriting and exchange listing

#8
Warimpex
Offered by Q-Advisers
Bond size PLN 63+ million
Coupon at 6Mo LIBOR + 7%
Comments: [(1) Ulf has already declined the deal, (2) Optimus internally agreed to no more real estate in Russia, (3) Warimpex is restructuring by selling assets, reducing bank financing, i.e.: Sberbank, and increasing corp bond debt, i.e.: recent Polish corp bonds, and (4) very limited upside potential.]
Decline deal.

#9
Paragon
Offered by Close Brothers
Bond size EUR 20 million
Coupon at 7.25% (Coupon is below our 8% target)
Comments: [(1) I know the company from my days at Koenigsegg and SAAB, (2) Good management team, (3) Good and active R&D.]
Offer EUR 1 million, subject to underwriting and exchange listing

MEMORANDUM

DATE: April 24, 2013

TO: To Whom This May Concern

FROM: Mark Bishop, Manager
ABS Investment Group

RE: Consulting relationship with Zeptunus Limited

This memorandum will put into writing the intent of the relationship between ABS Investment Group and Zeptunus Limited (together, the "Parties").

While ABS Investment Group (the "Company") offers private placements of limited partnership units, in North America collateralized by residential mortgage-backed securities and high-yield corporate bonds, and the high-yield marketplace has become increasingly competitive (difficult to source acceptable investments, underwrite, and value), ABS Investment Group has found it necessary to enter into agreements with consultancy groups to assist it in its business pursuits. Zeptunus is such a consultancy firm, with expertise in sourcing, managing, underwriting, and valuing bonds, and the Parties have entered into a consultancy for services dated April 19, 2013.

Furthermore, ABS Investment Group has similar agreements with vendors in the United States, Canada, and Sweden. As the agreements are only for services, our accountants (Baker & McKenzie) have determined that none of our payments for services are subject to any US withholding taxes.

Finally, Under FATCA, U.S. taxpayers with specified foreign financial assets that exceed certain thresholds must report those assets to the IRS. However ABS Investment Group has no "specified foreign financial assets", or foreign "financial accounts", and is therefore not subject to FATCA reporting in its federal income tax return.

We look forward to our growth throughout 2013, and are happy to have Zeptunus as a part of our consultancy group.

If you have any further questions or comments, please feel free to contact me at (949)678-9574, or mbishop@absig.com.

MEMORANDUM

Date: July 19, 2013

To: Emil Ingmanson

From: Mark Bishop

Re: SAIL 2006-4 A5
Compliance memo supporting pricing

The SAIL 2006-4 A5 bond (cusip 86360WAE2, ISIN US86360WAE21) performs well and is currently cheap at a price of 73.00%.

Supporting price:

1) A Canadian bond fund (Omniarch Fixed Income Fund) purchased USD 13 million of SAIL 2006-4 A5 at 77.00% on July 9, 2013;

2) Bloomberg provides a discount margin of 449BPs at a price of 73.00%;

3) Citi Group provides a total return of 13.414% at a price of 73.00%;

4) JPMorgan provides a total return of 13.711% at a price of 73.00%;

5) ABSNet provides a total return of 14.072% at a price of 73.00%;

6) US regional dealer, Mesirow Financial, offered a price of 75.00% for USD 15 million of SAIL 2006-4 A5 on July 19, 2013.

Bolagsverket
Swedish Companies Registration Office

e-Certificate of registration

Registration number	
556673-5758	
Date of registration of the company	Date of registration of current name
2004-12-29	2013-02-08
Document created on	Page
2013-02-12 16:55	1 (2)

Registration number:	556673-5758
Business name:	Optimus Fonder AB
Address:	Hammarby Kaj 16 120 30 STOCKHOLM
Registered office:	Stockholm
Note:	

The company is registered as a private limited liability company

THE COMPANY WAS FORMED
2004-12-13

SHARE CAPITAL

Share capital...: SEK 1,612,500
Min..: SEK 1,500,000
Max..: SEK 6,000,000

Number of shares: 150,000
Min..: 150,000
Max..: 600,000

BOARD MEMBER, CHAIR OF THE BOARD
431115-5271 Kindal, Carl-Magnus Richard, Prästgårdsgatan 22, 412 71 GÖTEBORG

BOARD MEMBERS
560512 Bishop, Mark Allan, 707 Broadway, 18th Floor, San Diego, CALIFORNIA 92101, USA
620813-6942 Erlandsson, Helena Maria, Bonäsvägen 44, 176 75 JÄRFÄLLA

MANAGING DIRECTOR
610330-0171 Deckmark, Ulf Roland, Kometvägen 17, 8tr, 183 48 TÄBY

AUDITORS
556043-4465 KPMG AB, Box 16106, 103 23 STOCKHOLM
Represented by: 581008-5539

PRINCIPALLY RESPONSIBLE AUDITOR
581008-5539 Lindgren, Carl Håkan, c/o KPMG, Box 16106, 103 23 STOCKHOLM

SIGNATORY POWER
The board of directors is entitled to sign on behalf of the company.

Bolagsverket
Swedish Companies Registration Office

e-Certificate of registration

Registration number	
556673-5758	
Date of registration of the company	Date of registration of current name
2004-12-29	2013-02-08
Document created on	Page
2013-02-12 16:55	2 (2)

Signatory power by any two jointly of
the board members
Furthermore, the Managing Director, in his normal business activities, is also entitled to sign on behalf of the company.

ARTICLES OF ASSOCIATION
Date of the latest change: 2012-12-11

FINANCIAL YEAR
Registered financial year: 0101 - 1231
Latest annual report submitted covers financial period 20110101-20111231

DATE OF REGISTRATION OF CURRENT AND PREVIOUS COMPANY NAMES
2013-02-08 Optimus Fonder AB
2010-03-01 Traction Fonder AB
2008-02-07 Thenberg Fonder AB
2006-11-06 Bergsgård Petersson Fonder AB
2005-05-24 Bergsgård & Petersson Fonder AB
2004-12-29 NewCo 1476 Sweden AB

**** The above information is an extract from the Trade and Industry Register Bolagsverket, the Swedish Companies Registration Office ****

Bolagsverket
851 81 Sundsvall
060 18 40 00
bolagsverket@bolagsverket.se
www.bolagsverket.se

Fondbestämmelser för Traction High Yield

Godkända av Finansinspektionen 2012-05-03

§ 1 Fondens rättsliga ställning

Fondens namn är Traction High Yield, nedan kallad Fonden. Fonden är en värdepappersfond enligt lagen (2004:46) om investeringsfonder (LIF).

Fonden riktar sig till allmänheten (fysiska och juridiska personer) , försäkringspremier enligt Försäkringsrörelselagen (1982:713) samt individuellt pensionssparande enligt lagen (1993:931) om individuellt pensionssparande och fondförmögenheten ägs av fondandelsägarna gemensamt. Varje fondandel medför lika rätt till den egendom som ingår i Fonden. Fonden kan inte förvärva rättigheter eller ta på sig skyldigheter. Inte heller kan Fonden föra talan inför domstol eller någon annan myndighet. Fondbolaget som förvaltar Fonden företräder andelsägarna i alla frågor som rör Fonden, beslutar om den egendom som ingår i Fonden samt utövar de rättigheter som härrör ur egendomen.

Fonden förvaltas enligt dessa fondbestämmelserna, bolagsordningen för fondbolaget, LIF samt övriga tillämpliga författningar.

§ 2 Fondförvaltare

Fonden förvaltas av Optimus Fonder AB, org. nr 556673- 5758, nedan kallat Fondbolaget. Förvaltningen av Fonden ska ske så att fondbolaget handlar uteslutande i fondandelsägarnas gemensamma intresse. Fondbolaget ska handla oberoende av förvaringsinstitutet.

§ 3 Förvaringsinstitutet och dess uppgifter

Fondens tillgångar förvaras av Swedbank AB (publ), org. nr 502017-7753, såsom förvaringsinstitut, nedan kallat Förvaringsinstitutet. Förvaringsinstitutet ska handla oberoende av Fondbolaget och uteslutande i fondandelsägarnas gemensamma intresse.

Förvaringsinstitutet ska kontrollera att de beslut som Fondbolaget fattat avseende Fonden inte strider mot LIF eller fondbestämmelserna för Fonden. Förvaringsinstitutet ska vidare ta emot och förvara den egendom som ingår i Fonden samt se till att;
1.försäljning och inlösen av fondandelar sker i enlighet med fondbestämmelserna och LIF,
2.fondandelarnas värde beräknas enligt fondbestämmelserna LIF,
3.tillgångarna i Fonden utan dröjsmål kommer Förvaringsinstitutet tillhanda, och
4.medlen i Fonden används enligt fondbestämmelserna LIF.

Om utländska finansiella instrument ingår i Fonden, får Förvaringsinstitutet låta ett lämpligt utländskt förvaringsinstitut förvara dem. Ett sådant uppdrag fråntar inte Förvaringsinstitutet dess ansvar enligt LIF.

§ 4 Fondens karaktär

Fonden är en värdepappersfond som huvudsakligen investerar i olika räntebärande instrument på de internationella marknaderna. Fonden jämförs inte mot något specifikt index. Fonden har som målsättning att genom sina placeringar uppnå en långsiktig god värdetillväxt på de internationella marknaderna. Fondens risktagande, definierat som storleken på de förändringar uppåt och nedåt som kan inträffa i fondförmögenhetens och därmed fondandelens värde, är större än vad som är vanligt i en traditionell räntefond men mindre än risken i en traditionell aktiefond.

§ 5 Fondens placeringsinriktning

Fondens medel ska placeras i finansiella instrument på de internationella marknaderna. Fonden får placera i tillgångsslagen överlåtbara värdepapper, penningmarknadsinstrument, derivatinstrument samt fondandelar och på konto hos kreditinstitut. Placering i investeringsfondandelar kan uppgå till maximalt 10% av fondförmögenheten, placering på konto hos kreditinstitut till maximalt 20% av fondförmögenheten.

Fondens medel kan placeras i standardiserade optioner och terminer där den underliggande tillgången utgörs av valutor, räntebärande instrument, aktier och aktieindex. Syftet med placeringar i optioner och terminer är att:
• Skydda mot kursrisker.
• Öka avkastningen.

Fonden får vid varje tidpunkt vara utsatt för säkerhetskrav med anledning av handel med ränterelaterade derivatinstrument som högst uppgår till 20 procent av fondförmögenheten.

Placeringar i utländsk valuta kommer mestadels att kurssäkras till SEK.

Fonden har Finansinspektionens tillstånd enligt 5 kap.8§ LIF att placera upp till 100 procent av fondförmögenheten i obligationer och andra skuldförbindelser som getts ut eller garanteras av svenska staten. Obligationerna eller skuldförbindelserna måste dock komma från minst sex olika emissioner och de som kommer från en och samma emission får inte överstiga 30 procent av Fondens värde.

Fondens totala risk mäts som standardavvikelse (volatilitet) och ska i normalläget ligga inom intervallet 2–15 procent beräknat på månadsdata. Det bör särskilt uppmärksammas att den eftersträvade genomsnittliga risknivån kan komma att över- eller underskridas vid ovanliga marknadsförhållanden eller extraordinära händelser. Den totala risken är ett mått på hur avkastningen förväntas variera runt Fondens genomsnittliga avkastning.

§ 6 Marknadsplatser

Fondens medel får placeras på samtliga reglerade marknader eller motsvarande marknader utanför eller inom EES. Handel får även ske på en handelsplattform/MTF eller annan marknad inom eller utom EES som är reglerad och öppen för allmänheten.

§ 7 Särskild placeringsinriktning

Fondens medel får placeras i sådana överlåtbara värdepapper och penningmarknadsinstrument som avses i 5 kap. 5 § första stycket motsvarande maximalt 10 % av Fondens värde i enlighet med LIF. Fonden får använda sig av derivat som ett led i placeringsinriktningen.
Fonden får ej investera i OTC-derivat.

§ 8 Värdering

Det dagligt beräknade fondandelsvärdet ligger till grund för fastställande av försäljnings- och inlösenkurser vid handel med andelar i Fonden. Ett fondandelsvärde beräknas och publiceras varje bankdag på Fondbolagets hemsida. Fondens värde utgörs av Fondens tillgångar efter avdrag för skulder inklusive upplupna kostnader och skatter. Värdet av en fondandel är Fondens värde delat med antalet utestående andelar.

Tillgångarnas värde beräknas enligt följande:

- Finansiella instrument värderas med ledning av uppgifter om aktuella marknadsvärden, varmed avses senaste betalkurs eller, om sådan inte finns, senaste köpkurs. Saknas uppgifter om gällande marknadsvärden eller, om dessa enligt fondbolagets bedömning är

missvisande, får värdering ske till det värde som fondbolaget på annan objektiv grund fastställer. Sådan information kan exempelvis vara nyemissionskurs med oberoende part till annat värde eller kännedom om att affär gjorts till viss kurs i aktuell tillgång med oberoende part.

- För sådana överlåtbara värdepapper och penningmarknadsinstrument som avses i 5 kap. 5 § lagen om investeringsfonder fastställs ett marknadsvärde på objektiva grunder. Om sådana kurser inte är tillgängliga eller om kurserna enligt fondbolagets bedömning är missvisande får finansiella instrument upptas till det värde som fondbolaget på objektiv grund bestämmer. Vid värdering på objektiv grund fastställs ett marknadsvärde baserat på uppgifter om senast pris, ifrån kursleverantörer som anses tillförlitliga eller indikativ kurs från market-maker om sådan finns utsedd för emittenten. Om dessa uppgifter saknas eller inte bedöms som tillförlitliga fastställs marknadsvärdet med hjälp av information från motparter eller andra externa källor.
- Likvida medel och kortfristiga fordringar, i form av medel på konto och korta placeringar på penningmarknaden samt likvider för sålda värdepapper, upptages till det belopp varmed de beräknas inflyta.
  För samtliga tillgångar beaktas tillhörande rättigheter i form av räntor, utdelningar, emissionsrätter och dylikt.

Skulder, vilka värderas till marknadsvärde, utgörs av:

- Ersättning till Fondbolaget.
- Ej erlagda likvider för köpta finansiella instrument.
- Eventuella skatter.

§ 9 Försäljning (teckning) och inlösen av fondandelar

Fonden är öppen för försäljning (fondandelsägares köp) och inlösen (fondandelsägares försäljning) varje bankdag. Lägsta tillåtna belopp vid direktinvestering i Fonden är 1 000 SEK, och lägsta gräns för månadssparande är 100 SEK.

Order om försäljning och inlösen som kommit fondbolaget tillhanda senast kl 13.00 vid hel bankdag och senast kl 11.00 vid halv bankdag verkställes samma dag och till den dagens försäljnings-/inlösenpris. Ordrar som inkommit efter ovan nämnda stopptider verkställs nästföljande bankdag. Blanketter för försäljning och inlösen tillhandahålls av Fondbolaget och finns på Fondbolagets hemsida.

Senaste uppgift om kurs till vilken handel med fondandelar skett publiceras varje bankdag på fondbolagets hemsida. Försäljnings- och inlösenpriset för en fondandel utgörs av fondandelsvärdet på försäljnings- respektive inlösendagen. Försäljning och inlösen av fondandelar sker till, en vid tidpunkten för begäran, okänd kurs. Avräkning ska ske till det fondandelsvärde som fastställs varje bankdag. Begäran om försäljning respektive inlösen får återkallas endast om Fondbolaget medger det, varvid principen om likabehandling av fondandelsägarna ska tillämpas.

Fondandel ska, med den begränsning som anges i föregående stycke, på begäran inlösas om medel finns tillgängliga i Fonden. Om så inte är fallet, ska medel anskaffas genom försäljning av Fondens egendom och inlösen verkställas så snart som möjligt. Skulle en sådan försäljning väsentligt kunna missgynna övriga andelsägares intresse, får Fondbolaget efter anmälan till Finansinspektionen, avvakta med försäljningen.

I de fall möjlighet saknas att fastställa kurs i Fonden på sätt som säkerställer fondandelsägarnas lika rätt, till följd av att marknadsplats är helt eller delvis stängd, får handeln i Fonden senareläggas.

§ 10 Extraordinära förhållanden

Under extraordinära förhållanden, som exempelvis större rörelser på marknaden, kan kurssättningen göras om för att ta hänsyn till ändrade förhållanden. Vid sådana extraordinära förhållanden som medför att Fondens tillgångar inte kan värderas på ett sätt som säkerställer fondandelsägarnas lika rätt, kan Fonden komma att stängas för in- och utträde. Fondbolaget ska utan dröjsmål anmäla sådant beslut till Finansinspektionen.

§ 11 Avgifter och ersättning ur Fonden

Ur Fondens medel får betalas ersättning dels till fondbolaget för dess förvaltning, analys, administration, bokföring och registerhållning, revision och tillsyn av Fonden samt dels till Förvaringsinstitutet för dess förvaring av Fondens tillgångar.
Ersättning till Fondbolaget får högst uppgå till 2,35 procent per år. Avgiften beräknas dagligen med 1/365-del samt tas ur Fonden månadsvis.

Ur Fondens medel tas vidare courtage och andra kostnader hänförliga till köp och försäljning av värdepapper.

På ersättningar, kostnader och avgifter enligt ovan tillkommer eventuella mervärdesskatter och andra skatter.

Försäljningspriset (kundens köpkurs) för fondandel ska vara fondandelsvärdet den dag försäljningen verkställs med ett tillägg av högst 5 procent. Inlösenpriset (kundens säljkurs) för fondandel ska vara lika med fondandelsvärdet den dag inlösen sker efter avdrag med högst 1 procent av det inlösta värdet. Avgift avseende försäljning respektive inlösen tillfaller fondbolaget.

§ 12 Utdelning

Till andelsägarna ska utdelningsbart belopp utdelas om fondbolaget så beslutar. Utdelningen per fondandel får avrundas till närmast lägre tiotal ören. Utbetalning av utdelning sker under maj månad året efter räkenskapsåret. Utdelning tillkommer fondandelsägare som på av fondbolaget fastställd utdelningsdag är registrerad för fondandel. För utdelningen ska, efter avdrag för preliminär skatt, fondbolaget förvärva nya fondandelar för fondandelsägarens räkning.
Beräkning av det för fonden utdelningsbara beloppet sker enligt följande;

- fondens resultat enligt resultaträkning för räkenskapsåret, till den del detta utgör för fonden beskattningsbart resultat,
- en skattemässig schablonintäkt för fonder, samt
- eventuellt kvarstående restbelopp sedan föregående utdelningstillfälle.

Efter särskild begäran, vilken ska framställas av fondandelsägaren skriftligen och vara fondbolaget tillhanda senast den sista mars, kan utdelningen, efter avdrag för skatt enligt gällande föreskrifter, istället för att placeras i nya fondandelar utbetalas till fondandelsägaren.

§ 13 Fondens räkenskapsår

Fondens räkenskapsår är kalenderår.

§ 14 Årsberättelse, halvårsredogörelse och ändring av fondbestämmelserna

För Fonden upprättas och avges årsberättelse och halvårsredogörelse. Dessa ska tillställas de andelsägare som så begärt samt hållas tillgängliga hos fondbolaget och förvaringsinstitutet senast fyra respektive två månader efter senaste års- respektive halvårsskifte. Ändring av fondbestämmelserna ska underställas Finansinspektionen för godkännande. Efter godkännande ska fondbestämmelserna i den nya lydelsen hållas tillgängliga hos fondbolaget och förvaringsinstitutet samt i förekommande fall tillkännages på sätt som Finansinspektionen anvisar.

§ 15 Pantsättning och överlåtelse

Pantsättning av fondandelar får ej ske. Överlåtelse av andelar får ske efter godkännande av Fondbolaget och ska ske skriftligen.

§ 16 Ansvarsbegränsning

Om en fondandelsägare tillfogats skada genom att fondbolaget överträtt lagen om investeringsfonder eller fondbestämmelserna, ska fondbolaget ersätta skadan. Om en fondandelsägare eller ett fondbolag tillfogats skada genom att förvaringsinstitutet överträtt denna lag eller fondbestämmelserna, ska institutet ersätta skadan. Detta framgår av 2 kap. 21 § lagen om investeringsfonder.

Fondbolaget och/eller Förvaringsinstitutet är inte ansvariga för skada som beror av svenskt eller utländskt lagbud, svensk eller utländsk myndighets åtgärd, krigshändelse, strejk, blockad, bojkott, lockout eller annan liknande omständighet. Förbehållet i fråga om strejk, blockad, bojkott och lockout gäller även om Fondbolaget eller Förvaringsinstitutet själva är föremål för eller vidtar sådan konfliktåtgärd.

Skada som uppkommer i andra fall ska inte ersättas av Fondbolaget och/eller Förvaringsinstitutet, om normal aktsamhet iakttagits. Fondbolaget och/eller Förvaringsinstitutet ansvarar inte i något fall för indirekt skada och ansvarar inte heller för skada som förorsakats av depåbank eller annan uppdragstagare som Fondbolaget eller Förvaringsinstitutet med tillbörlig omsorg anlitat eller för skada som kan uppkomma i anledning av förfogandeinskränkning som kan komma att tillämpas mot Fondbolaget eller Förvaringsinstitutet. Föreligger hinder för Fondbolaget och/eller Förvaringsinstitutet att vidta åtgärd på grund av omständighet som anges ovan får åtgärden skjutas upp till dess hindret upphört.

INFORMATIONSBROSCHYR

VÄRDEPAPPPERSFOND

HIGH YIELD

Informationsbroschyr för nedan angivna fond är upprättad i enlighet med lagen (2004:46) om investeringsfonder och Finansinspektionens föreskrifter (2008:11) om investeringsfonder. Denna broschyr och fondbestämmelserna för nedan angiven fond utgör tillsammans informationsbroschyren. En kortfattad beskrivning av fonderna återfinns i fondernas faktablad (Basfakta för investerare, KIID)

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Organisationsnummer: 556673-5758

VD: Ulf Deckmark
Klagomålsansvarig: Åsa Kjellander
Complience: Kjellander & Ramel AB
Internrevisor: Moneo AB
Riskkontroll: A-Sec Outsourcing AB
Revisor: KPMG AB med huvudansvarig revisor Carl Lindgren, Auktoriserad revisor.
Fondbolagets säte: Stockholm
Förvaringsinstitut: Swedbank AB (publ).

Optimus Fonder är ett helägt dotterbolag till ABSIG LLC. Tillstånd att bedriva fondverksamhet gavs 2005-11-28 av Finansinspektionen.

FONDBOLAGET FÖRVALTAR FÖLJANDE FONDER
SmallCap
High Yield
Uppgift om ansvarig förvaltare för fonderna finns i månadsbrev på www.optimusfonder.se

UPPDRAGSAVTAL
Fondbolaget har uppdragit åt Takeo IT att ansvara för drift och säkerhet avseende IT-system. Vidare anlitas bolagen Kjellander & Ramel AB som ansvarig för regelefterlevnad (compliance), A-Sec Outsourcing AB som ansvarig för riskkontroll, Moneo AB som internrevisor, Swedbank AB (publ) som förvaringsinstitut och Wahlstedt & Sageryd AB för att sköta Nav kurs sättning, andelshantering och övrig värdepappersadministration.

ANDELSÄGARREGISTER
Fondbolaget för register över samtliga andelsägare och deras innehav. Andelsägares innehav redovisas på årsbesked i vilket även deklarations uppgifter finns.

KÖP OCH FÖRSÄLJNING AV ANDELAR
Köp av fondandelar sker genom insättning av pengar till fonden bank konto som finns angivet på köpanmälan. Det kan göras antingen månadsvis med överföringar via autogiro och/ eller genom insättningar på fondens bank konto. Kund ska ange både personnummer och namn.

Vid köp och försäljning av fondandelar måste en undertecknad order postas i original till Fondbolaget. Blankett för att börja spara i fonderna finns på vår hemsida www.optimusfonder.se. På hemsidan finns också fondfaktablad för varje fond med information om fondens placeringsinriktning och risk samt fondbestämmelser som även kan beställas på telefon 08-502 556 03.

Fondbolaget har en skyldighet att kontrollera identiteten på kunder som vill köpa andelar i våra fonder. Om ansökan inte är fullständigt ifylld, om alla uppgifter som efterfrågas inte bifogas eller om Fondbolaget inte på ett tillfredställande sätt kan identifiera kunden så kan placering av medel inte ske i fonden och motsvarande fondandelar ställas ut.

Fondandelar kan överlåtas men ej pantsättas.

HANDEL MED ANDELAR
Lägsta gräns för direktinvestering i fonden är 1.000 kronor, och lägsta gräns för månadssparande är 100 kronor. Handel med fondandelar sker varje bankdag. Skriftlig order om försäljning och köp skall vara fondbolaget till handa senast klockan 13.00 för att exekveras samma dag. De dagar börsen stänger tidigare ska order vara fondbolaget tillhanda senast klockan 11.00. Order som inkommer senare än nämnda stopptider utförs nästkommande bankdag. Fondandelar kan köpas eller säljas genom att kontakta fondbolaget via telefon 08-502 556 03 eller genom att besöka vår hemsida www.optimusfonder.se. Du kan också köpa fondandelar genom våra återförsäljare bl.a. Avanza, Nordnet och MFEX.

FONDENS UPPHÖRANDE ELLER ÖVERLÅTELSE AV FONDVERKSAMHET
Fondens tillgångar är skilda från Fondbolagets tillgångar. Fondbolagets styrelse kan besluta om att en fond skall upphöra eller överlåtas. Om fondbolaget beslutar att fonden skall upphöra eller att fondens förvaltning, efter medgivande av Finansinspektionen, skall överlåtas till annat fondbolag, kommer samtliga andelsägare att informeras härom. Om Finansinspektionen återkallar fondbolagets tillstånd eller fondbolaget trätt i likvidation eller försatts i konkurs skall förvaltningen av fonden omedelbart tas över av förvaringsinstitutet. Kungörelse om detta ska

införas i Post- och Inrikes Tidningar samt finnas tillgängliga hos Förvaringsinstitutet och Fondbolaget.

MÅLSÄTTNING OCH PLACERINGSINRIKTNING
Optimus High Yield har som övergripande målsättning är att ge en avkastning på omkring 7 procent årligen till begränsad risk. Det är högre än en traditionell räntefond men mindre än för en renodlad aktiefond.
Optimus High Yield är en värdepappersfond som placerar i räntebärande finansiella instrument på de internationella marknaderna. Fonden investerar bland annat i högförräntade företagsobligationer, företagscertifikat, MBS och FRN. Inga krav finns på lägsta kreditvärderingsbetyg och den genomsnittliga löptiden för fondens innehav ligger i normalfallet mellan 2 och 7 år. Tillgångar i annan valuta än SEK kommer till största delen att valuta säkras mot SEK.

RISKER MED FONDSPARANDE
Sparande i fonder innebär alltid en risk dvs. att de insatta pengarna kan minska i värde. En högre risk ger samtidigt en möjlighet till högre avkastning. I en fond minskas denna risk som ett resultat av att fonden äger flera olika finansiella instrument (diversifiering) vars priser inte uppvisar exakt samma svängningar.
Handel med värdepapper kan innebära risken för att ett innehav inte kan avyttras i tid till ett rimligt pris (likviditetsrisk) eller risken för att en motpart vid genomförandet av en affär inte kan leverera eller betala (motpartsrisk).
Räntefonder har oftast en lägre risk än aktiefonder och risken består bla av risken för ränteförändringar (marknadsrisk). En fond med kort räntebindning har en lägre risk än en fond med lång räntebindning. Risken i en räntefond påverkas också av vilken kreditrisk en placering har. Stater och kommuner har lägre kreditrisk medan företag och andra organisationer kan ha en högre kreditrisk beroende på deras kreditvärdighet. Det finns också en risk att inflationen urholkar sparandets värde.

Aktiefonder har en högre risk då värderingen av aktier påverkas av marknadsrisken som kan förändras relativt snabbt. Det kan vara en förändring av konjunkturen eller en större händelse som påverkar ett visst land eller stora delar av världsmarknaden. Risken i en aktiefond kan också bero på risken i en viss bransch eller i ett enskilt företag.

Risken i en fond påverkas också av hur förvaltningen går till. Färre aktier i en fond medför en högre risk och om en stor del av aktierna är placerade i samma typ av företag eller i ett enda land ökar risken (koncentrationsrisk). En fond som placerar på en utländsk marknad har också en exponering mot respektive lands valuta i förhållande till den svenska kronan. En aktiefond som placerar i derivatinstrument kan ha en högre risk än en vanlig aktiefond. Blandfonder placerar i såväl räntebärande värdepapper som aktier och har därför en lägre risk än rena aktiefonder.
Fonder kan både öka och minska i värde och det finns ingen garanti för att du får tillbaka hela det investerade kapitalet även om marknaden utvecklas positivt.

VEM PASSAR FONDEN FÖR
Optimus High Yield passar den kund som efterfrågar en aktivt förvaltad fond. Denna fond kan vara olämplig för investerare som planerar att ta ut sina pengar inom två till tre år. Fondspararen måste kunna acceptera att kurssvängningar kan förekomma.

FÖRKLARING KRING FONDENS RISKPROFIL
Optimus High Yield är inriktad på ränterelaterade instrument på de internationella marknaderna. Optimus High Yield har som mål att generera en avkastning omkring 7% vilket innebär att fonden kommer att investera i räntebärande instrument med hög risk.
Fondens risk påverkas av förändringar i räntenivåer (marknadsrisk) och av en kurs risk i underliggande värdepapper (kreditrisk). Det riskmått som används är standardavvikelsen för variationen i fondens totala avkastning och skall i normalläget ligga inom intervallet 2-15 procent. Trots de diversifieringseffekter som uppnås i fonden är det bolagets uppfattning att den största förlustrisken följer som ett resultat av brister i den specifika riskanalysen inkluderande värderingsrisk. Bolagets placeringsfilosofi bygger på en indexoberoende fondförvaltning. Av detta följer att relativrisker såsom exempelvis fondens trackingerror relativt något index inte är en typ av marknadsrisk som bolaget har någon ambition att hantera. Fonden får använda derivatinstrument i syfte att effektivisera förvaltningen och minska risken i fonden, men även för att öka avkastningen. Vid extrema förhållanden

kan det finnas en risk att inte kunna ta ut medel ur fonden inom utsatt tid (likviditetsrisk). Nedan görs en bedömning av de för fonden mest relevanta riskerna på en skala från 1 till 10. Ju lägre siffra, desto lägre risk.
• Marknadsrisk: 8
• Kreditrisk: 7
• Likviditetsrisk: 5
• Valutakursrisk: 1
• Koncentrationsrisk: 4

KOSTNADER OCH AVGIFTER

Högsta avgift
Nedan lämnas uppgift om den högsta avgift fondbolaget får ta ut enligt fondbestämmelserna vid försäljning och inlösen av fondandelar samt för förvaltning, inklusive kostnader för förvaring, tillsyn och revisorer.
• Försäljningsavgift: 5,0 %
• Inlösenavgift: 1,0 %
• Förvaltningsavgift inkl förvaring, tillsyn och revision: 2,35 %
Försäljnings- respektive inlösenavgifter förekommer hos vissa av fondbolagets återförsäljare. Dessa varierar men kan maximalt uppgå till ovanstående.

Gällande avgifter
Nedan lämnas uppgift om de gällande avgifter fondbolaget tar ut vid försäljning och inlösen av fondandelar inklusive kostnader för förvaring och tillsyn.
• Försäljningsavgift: 0 %
• Inlösenavgift: 0 %
• Förvaltningsavgift inklusive förvaring, tillsyn och revision: 2,35%

Utöver fondförvaltningsavgiften betalar fonderna courtage och övriga kostnader hänförliga till köp och försäljning av värdepapper, räntekostnader, premier betalda för värdepapperslån och skatter. På ersättningar, kostnader och avgifter enligt ovan tillkommer eventuella mervärdesskatter och andra skatter.
Dessa övriga kostnader belastar fonderna när de uppstår och är inte kända i förväg. Den totala kostnaden i kronor som belastat kundens innehav i fonden inklusive fondförvaltningsavgiften redovisas till alla kunder minst årligen.

För närvarande tas ingen avgift ut för överlåtelse av fondandelar. Alla kostnader i fonderna är avdragna vid värderingen av fonden och vid presentation av fondens värdeutveckling.

HISTORISK AVKASTNING

Tillräcklig historisk data saknas för att ge en bild av tidigare resultat. Fonden startade juni 2012.

KUNDKLAGOMÅL

Vi vill att våra kunder ska vara nöjda med oss, vårt bemötande, våra fonder och vår förvaltning. Om du skulle vara missnöjd med någon av våra tjänster ber vi dig skicka ett e-mail eller ett brev till vår VD eller klagomålsansvarige Åsa Kjellander där du beskriver skälet till missnöjet. Klagomålsansvarig har till uppgift att snabbt och effektivt säkerställa att berättigade klagomål leder till rättelse. Om inte svar kan lämnas från vår sida inom 14 dagar kommer du informeras inom denna tid om när svar kan lämnas.

INTRESSEKONFLIKT

I händelse av en intressekonflikt som kan komma att påverka fondandelsägarnas intressen negativt kommer fondbolaget att informera om vilka ställningstaganden och åtgärder som fondbolaget har fattat för att hantera konflikten på bästa sätt för fonden och dess fondandelsägare.

SKADESTÅNDSSKYLDIGHET

Fondbolaget har skadeståndsskyldighet enligt 2 kap. 21 § Lagen om investeringsfonder (2004:46). Om en fondandelsägare tillfogats skada genom att fondbolaget överträtt denna lag eller fondbestämmelserna skall fondbolaget ersätta skadan. Om en fondandelsägare eller ett fondbolag tillfogats skada genom att förvaringsinstitutet överträtt denna lag eller fondbestämmelser skall förvaringsinstitutet ersätta skadan.

ÄGARPOLICY

Fondbolagets styrelse har antagit en ägarpolicy. I policyn fastställs de riktlinjer som Fondbolaget har som utgångspunkt när det företräder fonderna i ägarsituationer. Fondbolaget agerar aktivt som ägare. Om det ligger i kundernas intresse kan fonderna samverka med andra ägare. Fondbolaget verkar för en god etik i näringslivet och att de företag som fonderna investerar i sköts på ett sätt som gagnar fondandelsägarna. Ägarpolicyn i sin helhet finns på www.optimusfonder.se.

ETIK

Fondbolaget har antagit etiska principer som gäller all verksamhet. Dessa etiska principer syftar till att befästa och värna om Fondbolagets position som det goda företaget.
Fondbolaget och dess anställda ska alltid agera ansvarsfullt, och sträva efter att bidra till i alla avseenden en hållbar utveckling, såväl i ett ekonomiskt, miljömässigt som socialt perspektiv så att bolagets verksamhet kan bidra till en långsiktig positiv samhällsutveckling.
Personal i Fondbolaget och personal med insyn i värdepappershandeln hos uppdragstagare följer det regelverk som Fondbolagens Förening har tagit fram angående egna och närståendes värdepappersaffärer. Styrelsen ansvarar för att en hög etisk standard upprätthålls i Bolaget i enlighet med lagar och andra författningar för fondbolag, dessa instruktioner samt Fondbolagens Förenings Svensk Kod för Fondbolag.

ÄNDRING I FONDBESTÄMMELSER
Optimus Fonder har möjlighet att i fondandelsägarnas bästa intresse ändra fondernas fondbestämmelser. Dessa ändringar kan komma att påverka fondens egenskaper, till exempel placeringsinriktning, avgifter och riskprofil. Fondandelsägaren kommer alltid att informeras om en sådan ändring i god tid innan den träder i kraft. Sedan Finansinspektionen
godkänt ändring av fondbestämmelserna
skall de ändrade fondbestämmelserna hållas tillgängliga hos fondbolaget och förvaringsinstitutet. Finansinspektionen anger i beslutet från vilket datum ändringen ska gälla.

FONDANDELSVÄRDERING
Värdering sker varje dag som fonden är öppen för handel. Fondens andelsvärde publiceras i på vår hemsida. Det går också bra att ringa på tfn 08-502 556 03.
Värderingstidpunkten är normalt klockan 17.30 för alla fonder. Tidpunkten kan flyttas beroende på avvikelser i normala stängningstider på börs eller marknad där fonderna investerar. Värderingen baseras på tillgångarnas marknadsvärden. Likvida medel och andra tillgångar läggs till innehaven av finansiella instrument och skulderna dras ifrån. Fondförvaltningsavgiften dras ifrån fondens förmögenhet med 1/365-del för varje dag. Värdet av en andel är fondens förmögenhet delat med antalet utestående andelar. Alla köp och försäljningar av fondandelar görs till detta fondandelsvärde.

RAPPORTERING OCH INFORMATION
Fondbolaget sänder hel- och halvårsvis värdebesked till alla kunder. I helårsbeskedet återfinns även deklarationsuppgifter. Fondbolaget bekräftar engångsinsättningar och försäljningar med en avräkningsnota. Fondbolaget tar fram halvårsrapport och årsberättelse för fonderna. Rapporterna finns på vår hemsida och skickas till de kunder som begär det. På vår hemsida finns också fondfaktablad, blanketter, risk samt aktuell information om fondernas värdeutveckling.

SKATTEREGLER OCH KONTROLLUPPGIFTER
För fysiska personer och dödsbon som är skatteskyldiga i Sverige skall en kapitalvinst eller kapitalförlust vid försäljningar av fondandelar, även vid byten, deklareras. Kapitalvinst eller kapitalförlust beräknas med utgångspunkt från den genomsnittliga anskaffningskostnaden för varje fond. Vinst och förlust redovisas som inkomst av kapital.
Vinster beskattas med 30 procent och förluster är avdragsgilla till viss del. Fondbolaget är skyldigt att lämna kontrolluppgift till Skatteverket på kapitalvinst och kapitalförlust vid försäljning för fysiska personer bosatta i Sverige och för svenska dödsbon.

Utdelning från fonderna beskattas som inkomst av kapital. Fondbolaget skall innehålla 30 procent preliminär skatt på utdelning till fysisk person bosatt i Sverige och svenskt dödsbo. För personer bosatta i utlandet är Fondbolaget skyldigt att innehålla kupongskatt på utdelning. Avdrag för kupongskatt görs med 30 procent. Fondbolaget är även skyldigt att lämna kontrolluppgift till Skatteverket på utdelning under beskattningsåret för fysiska personer bosatta i Sverige och för svenska dödsbon.

Från 1 januari 2012 gäller nya skatteregler både för fonderna och för fondandelsägarna. Från och med detta datum är fonderna inte längre skattskyldiga för resultaten. Istället beskattas delägarna av fonderna för en särskilt beräknad schablonintäkt. Schablonintäkten utgörs av 0,4 procent av värdet på andelarna i fonden vid årets ingång.

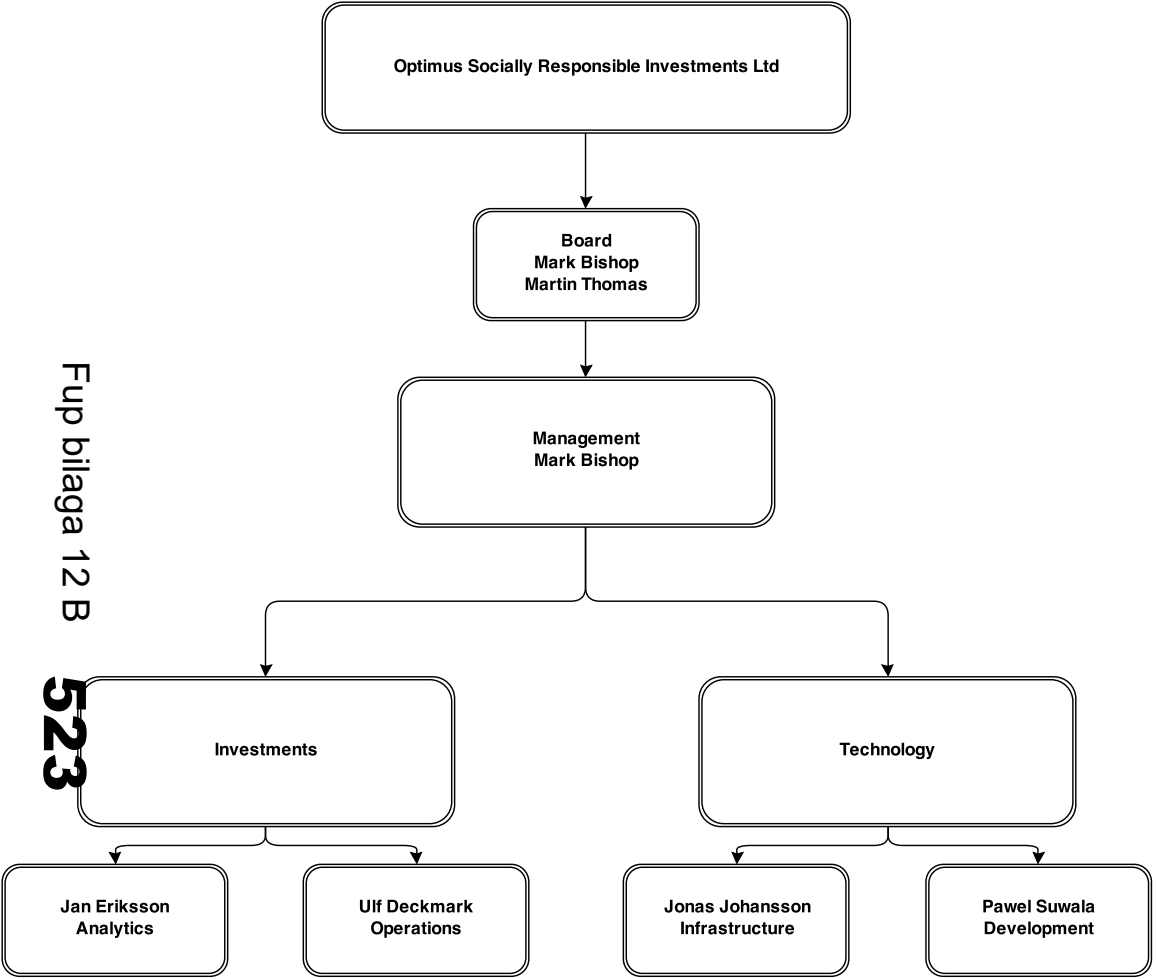
Schablonintäkten redovisas som inkomst av kapital och beskattas med 30 procent.

För fysiska personer och dödsbon lämnar fondbolaget kontrolluppgift till Skatteverket avseende schablonintäkten.

För sparande i fondförsäkringar gäller särskilda skatteregler. Juridiska personer bör ta kontakt med en revisor för att utreda de skattekonsekvenser fondsparandet medför. För mer information om skatter och kontrolluppgifter, kontakta Skatteverket.

UTDELNING FRÅN FONDERNA
Utdelning sker under maj månad året efter räkenskapsåret, om Fondbolaget så beslutar, med ett så stort belopp att skatt inte kommer att belasta Fonden.
Fonder registrerade i Sverige är skattskyldiga.
En utdelning från fonden är avdragsgill för fonden och för att undvika dubbelbeskattning för andelsägarna delar fonderna varje år ut ett belopp som motsvarar det skattepliktiga resultatet i fonden. Utdelningen går till de andelsägare som är registrerade som andelsägare på utdelningsdagen. När utdelningen dras från fonden sjunker fondens värde och därmed fondandelsvärdet. Utdelningen återinvesteras därefter till det nya fondandelsvärdet efter att eventuell preliminär- eller kupongskatt har dragits av. Efter utdelningen kommer andelsägaren att ha fler andelar men fondandelsvärdet kommer att vara något lägre beroende på hur stor utdelningen har varit.

PUBLICERINGS DATUM
2013-04-22


Optimus Socially Responsible Investments Ltd
Board
Mark Bishop
Martin Thomas
Management
Mark Bishop
Investments
Technology
Jan Eriksson
Analytics
Ulf Deckmark
Operations
Jonas Johansson
Infrastructure
Pawel Suwala
Development

306590042

持照人填寫欄 (INFORMATION OF BEARER)
國內住址及電話 (DOMESTIC ADDRESS AND PHONE NUMBER)

國外住址及電話 (FOREIGN ADDRESS AND PHONE NUMBER)

緊急事故通知人 (IN CASE OF EMERGENCY, NOTIFY THE INDIVIDUAL NAMED BELOW)
姓名 (NAME)

地址及電話 (ADDRESS AND PHONE NUMBER)

持照人簽名 (SIGNATURE OF BEARER)

護 照 PASSPORT

中華民國 REPUBLIC OF CHINA

型式 / Type
P

代碼 / Code
TWN

護照號碼 / Passport No.
306590042

姓名 / Name (Surname, Given names)
李易明 LEE, I-MING

國籍 / Nationality
REPUBLIC OF CHINA

身分證統一編號 / Personal Id. No.
E124643011

性別 / Sex
M

出生日期 / Date of birth
15 AUG 1981

發照日期 / Date of issue
25 DEC 2012

出生地 / Place of birth
KAOHSIUNG CITY

效期截止日期 / Date of expiry
25 DEC 2022

發照機關 / Authority
MINISTRY OF FOREIGN AFFAIRS

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中華民國外交部部長茲請各國有關機關
對持用本護照之中華民國國民允予自由
通行，并請必要時儘量予以協助及保護。

The Minister of Foreign Affairs of the Republic of China requests all whom it may concern to permit the national of the Republic of China named herein to pass freely and in case of need to give all possible aid and protection.

（持照人簽名） （*SIGNATURE OF BEARER*）

張亦樵

THIS PASSPORT CONTAINS 48 PAGES

護 照
PASSPORT

中華民國 REPUBLIC OF CHINA

型式 / Type: P
代碼 / Code: TWN
護照號碼 / Passport No.: 135118856

姓名 / Name (Surname, Given names)
張亦樵 CHANG, YEE-CHOW

外文別名 / Also known as

國籍 / Nationality
REPUBLIC OF CHINA

身分證統一編號 / Personal Id. No.
E122106364

性別 / Sex
M

出生日期 / Date of birth
08 SEP 1973

發照日期 / Date of issue
21 JUN 2006

出生地 / Place of birth
KAOHSIUNG CITY

效期截止日期 / Date of expiry
21 JUN 2016

發照地 / Place of issue
NEW YORK

發照機關 / Authority
TAIPEI ECONOMIC AND CULTURAL OFFICE IN NEW YORK

P<TWNCHANG<<YEE<CHOW<<<<<<<<<<<<<<<<<<<<<<<<
1351188566TWN7309089M1606214E122106364<<<<52

PURCHASE AGREEMENT

Dated: August 1, 2012

Between:

TRACTION FONDER AB ("Investor")

and

MARK BISHOP ("Guarantor")

and

ABSIG LLC ("Guarantor")

1. Applicability

From time to time the Investor may enter into transactions to purchase residential mortgage-backed securities (the "MBS" or "RMBS") in which Guarantor agrees to Purchase such MBS upon an Event of Default (a "Transaction"). Each such transaction shall be referred to herein as a "Transaction" and shall be governed by this Agreement.

2. Definitions

(a) "Purchase Date," the date on which Purchased MBS are transferred to Investor;

(b) "Purchase Price," (i) on the Purchase Date, the price at which Purchased MBS are transferred to Investor, and (ii) thereafter, such price decreased by the amount of any principal transferred or earned by Investor;

(c) "Purchase Request," the meaning specified in Paragraph 6(a) hereof;

(d) "Purchased MBS," the MBS transferred to Investor in a Transaction hereunder;

(e) "Guarantor Purchase Date," the date on which Guarantor is to purchase the Purchased MBS from Investor, as described in Paragraph 6(a) hereof;

(f) "Guarantor Purchase Price," the price at which Purchased MBS are to be transferred from Investor to Guarantor upon termination of a Transaction.

3. Guarantor Purchase

Guarantor shall purchase each of the Purchased MBS from Investor, and shall pay to Investor the Guarantor Purchase Price therefore upon demand made by Investor, pursuant to this Paragraph. In the case of MBS, such demand by Investor may not be made prior to 45 days following the date of the Transaction in which the MBS were originally transferred to Investor provided no Event of Default (as defined hereinafter) has occurred. On the date specified in such demand or on the date fixed for purchase, the purchase will be effective by transfer to Guarantor or its agent of the Purchased MBS against the transfer of the Guarantor Purchase Price to a designated account of Investor.

4. Payment and Transfer

Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All MBS transferred by one party hereto to the other party: (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request; or (ii) shall be transferred by any other method mutually acceptable to Guarantor and Investor.

5. Representations

Each of Investor and Guarantor represents and warrants to the other that it is duly authorized to execute and deliver this Agreement, to enter into the Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance.

6. Event of Default

In the event that Guarantor fails to (i) secure approval for the transfer of ownership from Traction Invest AB to ABSIG LLC, from the Swedish Finansinspektionen, or (ii) for any other reason that Traction Invest AB winds up the affairs of Investor, (each an "Event of Default"); then:

(a) At the option of Investor, exercised by written notice to Guarantor, the Guarantor Purchase Date for each Transaction hereunder shall be deemed to occur.

(b) If Investor exercises or is deemed to have exercised the option referred to in subparagraph (a) above, (i) Guarantor's obligations hereunder to purchase all Purchased MBS in such Transactions shall thereupon become immediately due and payable.

7. Notices and Other Communications

Any notice or communication in respect of this Agreement will be sufficiently given to a party if in writing and delivered in person, sent by certified or registered mail, return receipt requested, or by overnight courier or given by email at the following address or email:

To Investor:

Traction Fonder AB
Hammarby Kaj 16
12030 Stockholm, Sweden
Email: ulf.deckmark@tractionfonder.se
Attention: Ulf Deckmark

To Guarantor:

ABSIG LLC
707 Broadway, 18th Floor
San Diego, CA 92101
Email: mbishop@absig.com
Attention: Mark Bishop

8. Non-assignability; Termination

The rights and obligations of the parties under this Agreement shall not be assigned by either party without the prior written consent of the other party. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

9. Governing Law; Jurisdiction

This Agreement shall be construed in accordance with and governed by the laws of Sweden without giving effect to the conflict of law principles thereof.

10. Costs and Expenses

Guarantor shall promptly pay as and when payment is due all, and Investor shall not be liable for any, expenses, fees and charges incurred by Investor or Guarantor (other than the salaries and overhead of Investor and its affiliates) arising out of or related in any way, to the administration and enforcement of this Agreement ("Costs"), including, without limitation, legal expenses, servicing costs and expenses, recording and filing fees and any costs associated with reconveyance of the Purchased MBS and, in the even that any Costs are incurred by Investor, Guarantor shall reimburse Investor on demand of Investor accompanied by a statement describing the circumstances and the nature of the Cost, by wire transfer of immediately available federal funds.

11. Attorneys' Fees

If any legal action, arbitration or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and any other relief to which it or they may be entitled. The court or arbitrator before which such action or proceeding is brought shall determine which party is the successful or prevailing party within the meaning of this section, taking into account all bona fide settlement offers of all parties, and such determination shall be binding upon the parties

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one instrument. It shall not be necessary in making proof of this Agreement or any counterpart thereof to produce or account for any other counterpart.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives.

(Investor)

TRACTION FONDER AB

By:_____
Name: _____
Title: _____
Date:_____

(Guarantor)

MARK BISHOP

By:_____
Name: MARK BISHOP
Title: INDIVIDUAL
Date: 8/1/2012

and

ABSIG LLC

By:_____
Name: MARK BISHOP
Title: MANAGER
Date: 8/1/2012

DocuSign Envelope ID: 86193CC6-8CB6-430C-8DC2-CEF61618D552

CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

For Use With Single Family Residential Property — Attached or Detached
(C.A.R. Form RPA-CA, Revised 4/13)

Date July 3, 2013

1. **OFFER:**
   A. **THIS IS AN OFFER FROM** Mark Bishop, Annika Bishop and/or Nominee ("Buyer").
   B. **THE REAL PROPERTY TO BE ACQUIRED** is described as 64 Ritz Cove, Monarch Beach, CA 92629, Assessor's Parcel No. 67245135, situated in Monarch Beach, County of Orange, California, ("Property").
   C. **THE PURCHASE PRICE** offered is Six Million, Two Hundred Thousand Dollars $ 6,200,000.00.
   D. **CLOSE OF ESCROW** shall occur on _____ (date) (or [X] 60 **Days** After Acceptance).
2. **AGENCY:**
   A. **DISCLOSURE:** Buyer and Seller each acknowledge prior receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
   B. **POTENTIALLY COMPETING BUYERS AND SELLERS:** Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.
   C. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
   Listing Agent Prudential Calif Realty Ritz Carlton (Print Firm Name) is the agent of (check one): [ ] the Seller exclusively; or [X] both the Buyer and Seller.
   Selling Agent _____ (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): [ ] the Buyer exclusively; or [ ] the Seller exclusively; or [ ] both the Buyer and Seller. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
3. **FINANCE TERMS:** Buyer represents that funds will be good when deposited with Escrow Holder.
   A. **INITIAL DEPOSIT:** Deposit shall be in the amount of . . . . . $ 124,000.00
   (1) Buyer shall deliver deposit directly to Escrow Holder by personal check, [X] electronic funds transfer, [ ] other _____ within 3 business days after acceptance (or [ ] Other _____);
   OR (2) (If checked) [ ] Buyer has given the deposit by personal check (or [ ] _____) to the agent submitting the offer (or to [ ] _____), made payable to the Escrow Firm. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder (or [ ] into Broker's trust account) within **3** business days after Acceptance (or [ ] Other _____).
   B. **INCREASED DEPOSIT:** Buyer shall deposit with Escrow Holder an increased deposit in the amount of . . . . . $ 496,000.00 within 30 **Days** After Acceptance, or [ ] _____.
   If a liquidated damages clause is incorporated into this Agreement, Buyer and Seller shall sign a separate liquidated damages clause (C.A.R. Form RID) for any increased deposit at the time it is Delivered.
   C. **LOAN(S):**
   (1) FIRST LOAN: in the amount of . . . . . $ _____
   This loan will be conventional financing or, if checked, [ ] FHA, [ ] VA, [ ] Seller (C.A.R. Form SFA), [ ] assumed financing (C.A.R. Form PAA), [ ] Other _____. This loan shall be at a fixed rate not to exceed _____ % or, [ ] an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
   (2) [ ] **SECOND LOAN:** in the amount of . . . . . $ _____
   This loan will be conventional financing or, if checked, [ ] Seller (C.A.R. Form SFA), [ ] assumed financing (C.A.R. Form PAA), [ ] Other _____. This loan shall be at a fixed rate not to exceed _____ % or, [ ] an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
   (3) FHA/VA: For any FHA or VA loan specified above, Buyer has **17 (or** [ ] _____ **) Days** After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless otherwise agreed in writing.
   D. **ADDITIONAL FINANCING TERMS:** _____
   _____
   E. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of . . . . . $ 5,580,000.00 to be deposited with Escrow Holder within sufficient time to close escrow.
   F. **PURCHASE PRICE (TOTAL):** . . . . . $ 6,200,000.00

Buyer's Initials (MB) (AB) Seller's Initials (_____) (_____)

EQUAL HOUSING OPPORTUNITY

© 2013, California Association of REALTORS®, Inc.

Reviewed by _____ Date _____

Agent: Suzi Dailey Phone: 949.315.5255 Fax: 949.443.2209 Prepared using zipForm® software
Broker: Prudential California Realty R 2 Ritz Carlton Dr Ste 201 Monarch Beach , CA 92629

Property Address: 64 Ritz Cove Monarch Beach, CA 92629 Date: July 3, 2013

G. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 3H(1) shall, within **7 (or** ☐ _____ **) Days** After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (If checked, ☐ verification attached.)

H. LOAN TERMS:

(1) LOAN APPLICATIONS: Within **7 (or** ☐ _____ **) Days** After Acceptance, Buyer shall Deliver to Seller a letter from lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in 3C above. (If checked, ☐ letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above **is a contingency** of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain and provide deposit, balance of down payment and closing costs **are not contingencies** of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

(i) Within **17 (or** ☐ _____ **) Days** After Acceptance, Buyer shall, as specified in paragraph 14, in writing remove the loan contingency or cancel this Agreement;

OR (ii) (if checked) ☐ the loan contingency shall remain in effect until the designated loans are funded.

(4) ☐ **NO LOAN CONTINGENCY** (If checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (**or**, if checked, ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency (**or**, ☐ if checked, Buyer shall, as specified in paragraph 14B(3), in writing remove the appraisal contingency or cancel this Agreement within **17 (or** _____ **) Days** After Acceptance). If there is no loan contingency, Buyer shall, as specified in paragraph 14B(3), in writing remove the appraisal contingency or cancel this Agreement within **17 (or** _____ **) Days** After Acceptance.

J. ☒ **ALL CASH OFFER** (If checked): Buyer shall, within **7 (or** ☐ _____ **) Days** After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked, ☒ verification attached.)

K. BUYER STATED FINANCING: Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. ALLOCATION OF COSTS (If checked): Unless otherwise specified here, in writing, **this paragraph** only determines who is to pay for the inspection, test or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**

A. INSPECTIONS AND REPORTS:

(1) ☒ Buyer ☐ Seller shall pay for an inspection and report for wood destroying pests and organisms ("Wood Pest Report") prepared by Termite Guy a registered structural pest control company.

(2) ☐ Buyer ☐ Seller shall pay to have septic or private sewage disposal systems inspected _____ .

(3) ☐ Buyer ☐ Seller shall pay to have domestic wells tested for water potability and productivity _____ .

(4) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report prepared by _____ .

(5) ☒ Buyer ☐ Seller shall pay for the following inspection or report Physical Inspection .

(6) ☒ Buyer ☐ Seller shall pay for the following inspection or report Geotechnical Inspection .

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

(1) ☐ Buyer ☒ Seller shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless exempt.

(2) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law. _____ .

C. ESCROW AND TITLE:

(1) ☒ Buyer ☒ Seller shall pay escrow fee to be shared equally .
Escrow Holder shall be the Escrow Firm .

(2) ☐ Buyer ☒ Seller shall pay for **owner's** title insurance policy specified in paragraph 12E _____ .
Owner's title policy to be issued by California Title .
(Buyer shall pay for any title insurance policy insuring Buyer's **lender**, unless otherwise agreed in writing.)

D. OTHER COSTS:

(1) ☐ Buyer ☒ Seller shall pay County transfer tax or fee _____ .

(2) ☐ Buyer ☒ Seller shall pay City transfer tax or fee _____ .

(3) ☐ Buyer ☒ Seller shall pay Homeowner's Association ("HOA") transfer fee _____ .

(4) ☐ Buyer ☒ Seller shall pay HOA document preparation fees _____ .

(5) ☐ Buyer ☐ Seller shall pay for any private transfer fee _____ .

(6) ☐ Buyer ☒ Seller shall pay the cost, not to exceed $ 600.00 , of a one-year home warranty plan, issued by First American , with the following optional coverages:
☒ Air Conditioner ☒ Pool/Spa ☒ Code and Permit upgrade ☐ Other: _____ .
Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

(7) ☐ Buyer ☐ Seller shall pay for _____ .

(8) ☐ Buyer ☐ Seller shall pay for _____ .

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5. CLOSING AND POSSESSION:

A. Buyer intends (or ☐ does not intend) to occupy the Property as Buyer's primary residence.

B. Seller-occupied or vacant property: Possession shall be delivered to Buyer at 5 PM or (☐ _____ ☐ AM ☐ PM) on the date of Close Of Escrow; ☐ on _____ ; or ☒ no later than 3 **Days** After Close Of Escrow. If transfer of title and possession do not occur at the same time, Buyer and Seller are advised to: **(i)** enter into a written occupancy agreement (C.A.R. Form PAA, paragraph 2); and **(ii)** consult with their insurance and legal advisors.

C. Tenant-occupied property: (i) Property shall be vacant at least **5** (**or** ☐ _____) **Days** Prior to Close Of Escrow, unless otherwise agreed in writing. **Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.**

OR (ii) (if checked) ☐ **Tenant to remain in possession.** (C.A.R. Form PAA, paragraph 3)

D. At Close Of Escrow, **(i)** Seller assigns to Buyer any assignable warranty rights for items included in the sale, and **(ii)** Seller shall Deliver to Buyer available Copies of warranties. Brokers cannot and will not determine the assignability of any warranties.

E. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers. If Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

6. STATUTORY DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer, if required by Law: **(i)** Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and **(ii)** disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or SSD).

(2) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory and Lead Disclosures to Seller.

(3) In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies** of which Buyer is otherwise aware, or which are **disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer**.

(4) If any disclosure or notice specified in 6A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days** After Delivery in person, or **5 Days** After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.

(5) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.

B. NATURAL AND ENVIRONMENTAL HAZARDS: Within the time specified in paragraph 14A, Seller shall, if required by Law: **(i)** Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; **(ii)** even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and **(iii)** disclose any other zone as required by Law and provide any other information required for those zones.

C. WITHHOLDING TAXES: Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

7. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

A. SELLER HAS: 7 (or ☐ _____ **) Days** After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or SSD).

B. If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has **3 (or** ☐ _____ **) Days** After Acceptance to request from the HOA (C.A.R. Form HOA): **(i)** Copies of any documents required by Law; **(ii)** disclosure of any pending or anticipated claim or litigation by or against the HOA; **(iii)** a statement containing the location and number of designated parking and storage spaces; **(iv)** Copies of the most recent 12 months of HOA minutes for regular and special meetings; and **(v)** the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3).

8. ITEMS INCLUDED IN AND EXCLUDED FROM PURCHASE PRICE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are **not** included in the purchase price or excluded from the sale unless specified in 8B or C.

B. ITEMS INCLUDED IN SALE:

(1) All EXISTING fixtures and fittings that are attached to the Property;

(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms; (If checked) ☒ stove(s), ☒ refrigerator(s);

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(3) The following additional items: Window treatments, chandeliers and outdoor patio furniture .
(4) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
(5) All items included shall be transferred free of liens and without Seller warranty.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, audio and video components (such as flat screen TVs and speakers) are excluded if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component is attached to the Property; and .

9. CONDITION OF PROPERTY: Unless otherwise agreed: **(i) the Property is sold (a) in its PRESENT physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii)** the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and **(iii)** all debris and personal property not included in the sale shall be removed by Close Of Escrow.

A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.

B. Buyer has the right to inspect the Property and, as specified in paragraph 14B, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

10. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: **(i)** inspect for lead-based paint and other lead-based paint hazards; **(ii)** inspect for wood destroying pests and organisms; **(iii)** review the registered sex offender database; **(iv)** confirm the insurability of Buyer and the Property; and **(v)** satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Seller shall make the Property available for all Buyer Investigations. Buyer shall **(i)** as specified in paragraph 14B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and **(ii)** give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

D. Buyer indemnity and Seller protection for entry upon property: Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Nonresponsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

11. SELLER DISCLOSURES; ADDENDA; ADVISORIES; OTHER TERMS:

A. Seller Disclosures (if checked): Seller shall, within the time specified in paragraph 14A, complete and provide Buyer with a:

☒ Seller Property Questionnaire (C.A.R. Form SPQ) **OR** ☐ Supplemental Contractual and Statutory Disclosure (C.A.R. Form SSD)

B. Addenda (if checked):

☐ Addendum # (C.A.R. Form ADM)

☒ Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA)

☐ Purchase Agreement Addendum (C.A.R Form PAA)

☐ Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)

☐ Short Sale Addendum (C.A.R. Form SSA)

☐ Other

C. Advisories (if checked):

☑ Buyer's Inspection Advisory (C.A.R. Form BIA)

☐ Probate Advisory (C.A.R. Form PAK)

☒ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)

☐ Trust Advisory (C.A.R. Form TA)

☐ REO Advisory (C.A.R. Form REO)

D. Other Terms:

12. TITLE AND VESTING:

A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index, Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information. The preliminary report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: **(i)** monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing.

C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

E. Buyer shall receive a CLTA/ALTA Homeowner's Policy of Title Insurance. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.

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13. SALE OF BUYER'S PROPERTY:

A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.

OR B. ☐ (If checked): The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.

14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. SELLER HAS: 7 (or ☐ _____) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 4, 6A, B and C, 7A, 9A, 11A and B, and 12A. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.

B. (1) BUYER HAS: 17 (or ☒ 30) Days After Acceptance, unless otherwise agreed in writing, to:

(i) complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and

(ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures Delivered by Seller in accordance with paragraph 6A.

(2) Within the time specified in 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.

(3) By the end of the time specified in 14B(1) (or as otherwise specified in this Agreement), Buyer shall, Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 14A, then Buyer has **5 (or ☐ _____) Days** After Delivery of any such items, or the time specified in 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

(4) Continuation of Contingency: Even after the end of the time specified in 14B(1) and before Seller cancels, if at all, pursuant to 14C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 14C(1).

C. SELLER RIGHT TO CANCEL:

(1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.

(2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: **(i)** if Buyer fails to deposit funds as required by 3A or 3B; **(ii)** if the funds deposited pursuant to 3A or 3B are not good when deposited; **(iii)** if Buyer fails to Deliver a notice of FHA or VA costs or terms as required by 3C(3) (C.A.R. Form FVA); **(iv)** if Buyer fails to Deliver a letter as required by 3H; **(v)** if Buyer fails to Deliver verification as required by 3G or 3J; **(vi)** if Seller reasonably disapproves of the verification provided by 3G or 3J; **(vii)** if Buyer fails to return Statutory and Lead Disclosures as required by paragraph 6A(2); or **(viii)** if Buyer fails to sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 25. In such event, Seller shall authorize return of Buyer's deposit.

(3) Notice To Buyer To Perform: The NBP shall: **(i)** be in writing; **(ii)** be signed by Seller; and **(iii)** give Buyer at least **2 (or ☐ _____) Days** After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 14C(2).

D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: **(i)** completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; **(ii)** elected to proceed with the transaction; and **(iii)** assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing.

E. CLOSE OF ESCROW: Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first Deliver to the other a demand to close escrow (C.A.R. Form DCE).

F. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A Buyer or Seller may be subject to a civil penalty of up to $1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

15. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of receipts and statements to Buyer prior to final verification of condition.

16. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final inspection of the Property within **5 (or _____) Days** Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to paragraph 9; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

Buyer's Initials (DS) (DS) Seller's Initials (_____) (_____)

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

18. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
19. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
20. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
21. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 26A.
22. **DEFINITIONS:** As used in this Agreement:
    - **A. "Acceptance"** means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
    - **B. "C.A.R. Form"** means the specific form referenced or another comparable form agreed to by the parties.
    - **C. "Close Of Escrow"** means the date the grant deed, or other evidence of transfer of title, is recorded.
    - **D. "Copy"** means copy by any means including photocopy, NCR, facsimile and electronic.
    - **E. "Days"** means calendar days. However, after Acceptance, the last **Day** for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
    - **F. "Days After"** means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59PM on the final day.
    - **G. "Days Prior"** means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
    - **H. "Deliver", "Delivered"** or **"Delivery",** means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 8, regardless of the method used (i.e. messenger, mail, email, fax, other); OR (ii) if checked, ☐ per the attached addendum (C.A.R. Form RDN).
    - **I. "Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
    - **J. "Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
    - **K. "Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
    - **L. "Signed"** means either a handwritten or electronic signature on an original document, Copy or any counterpart.
23. **BROKER COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
24. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
    - **A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder,** which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6C, 11B and D, 12, 13B, 14F, 17, 22, 23, 24, 28, 30 and paragraph D of the section titled Real Estate Brokers on page 8. If a Copy of the separate compensation agreement(s) provided for in paragraph 23, or paragraph D of the section titled Real Estate Brokers on page 8 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
    - **B.** A Copy of this Agreement shall be delivered to Escrow Holder within **3** business days after Acceptance (or ☐ _____ _____). Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement.
    - **C.** Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 23 and paragraph D of the section titled Real Estate Brokers on page 8. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 23, respectively, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement. Escrow Holder shall immediately notify Brokers: **(i)** if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.
    - **D.** A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **2** business days after mutual execution of the amendment.

Property Address: 64 Ritz Cove Monarch Beach, CA 92629 Date: July 3, 2013

25. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF THE INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION FOR ANY INCREASED DEPOSIT (C.A.R. FORM RID).

Buyer's Initials DS / DS **Seller's Initials** _____ / _____

26. DISPUTE RESOLUTION:

A. MEDIATION: Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. **Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker.** Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. **Exclusions from this mediation agreement are specified in paragraph 26C.**

B. ARBITRATION OF DISPUTES:

Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 26C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials DS / DS **Seller's Initials** _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

(1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver nor violation of the mediation and arbitration provisions.

(2) BROKERS: Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

27. TERMS AND CONDITIONS OF OFFER:

This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

28. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

Buyer's Initials (DS) (DS) Seller's Initials (_____) (_____)

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Property Address: 64 Ritz Cove Monarch Beach, CA 92629 Date: July 3, 2013

29. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by Suzi Dailey, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or, if checked, ☐ by _____ ☐ AM ☐ PM, on _____ (date)).

Date	Date
BUYER DocuSigned by: Mark Bishop 5A1118D86C30409... 7/3/2013	BUYER DocuSigned by: Annika Bishop and/or Nominee 2EFE0DD48BA648C... 7/3/2013
Mark Bishop	Annika Bishop and/or Nominee
(Print name)	**(Print name)**

(Address)

30. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) **SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form CO) DATED:** _____ .

Date	Date
SELLER	SELLER
(Print name)	**(Print name)**
64 Ritz Cove, Monarch Beach, CA 92629	
(Address)	

(_____ / _____) (Initials) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ ☐ AM ☐ PM. **A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.**

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A, Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker **(Selling Firm)** and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: **(i)** the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or **(ii)** ☐ (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) _____ DRE Lic. # _____
By Prudential Calif Realty DRE Lic. # 01746768 Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) Prudential Calif Realty Ritz Carlton DRE Lic. # 3/2/2013
By DocuSigned by: Suzi Dailey 2EFE0DD48BA648C... Suzi Dailey DRE Lic. # 01746768 Date 7/3/2013
Address Two Ritz Carlton Dr, Ste 201 City Monarch Beach State CA Zip 92629
Telephone _____ Fax (949)443-2209 E-mail suzidailey@gmail.com

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $ _____), counter offer number _____ ☐ Seller's Statement of Information and _____ , and agrees to act as Escrow Holder subject to paragraph 24 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____
By _____ Date _____
Address _____
Phone/Fax/E-mail _____
Escrow Holder is licensed by the California Department of ☐ Corporations, ☐ Insurance, ☐ Real Estate. License # _____

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by
Broker or Designee _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA-A, Revised 10/02)

Property Address: *64 Ritz Cove, Monarch Beach, CA 92629* ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. In sales involving residential dwellings with no more than four units, Brokers have a duty to make a diligent visual inspection of the accessible areas of the Property and to disclose the results of that inspection. However, as some Property defects or conditions may not be discoverable from a visual inspection, it is possible Brokers are not aware of them. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

1. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa, other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property. (Structural engineers are best suited to determine possible design or construction defects, and whether improvements are structurally sound.)
2. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. (Professionals such as appraisers, architects, surveyors and civil engineers are best suited to determine square footage, dimensions and boundaries of the Property.)
3. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms and other infestation or infection. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. A registered structural pest control company is best suited to perform these inspections.
4. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage. (Geotechnical engineers are best suited to determine such conditions, causes and remedies.)

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Buyer's Initials (DS) (DS)

Seller's Initials ( ) ( )

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Agent: Suzi Dailey **Phone:** 949.315.5255 **Fax:** 949.443.2209 **Prepared using zipForm® software**

Broker: Prudential California Realty R 2 Ritz Carlton Dr Ste 201 Monarch Beach , CA 92629

Property Address: *64 Ritz Cove, Monarch Beach, CA 92629* Date: *July 3, 2013*

5. **ROOF:** Present condition, age, leaks, and remaining useful life. (Roofing contractors are best suited to determine these conditions.)
6. **POOL/SPA:** Cracks, leaks or operational problems. (Pool contractors are best suited to determine these conditions.)
7. **WASTE DISPOSAL:** Type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
8. **WATER AND UTILITES; WELL SYSTEMS AND COMPONENTS:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components.
9. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants). (For more information on these items, you may consult an appropriate professional or read the booklets "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants," "Protect Your Family From Lead in Your Home" or both.)
10. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood. (A Geologist or Geotechnical Engineer is best suited to provide information on these conditions.)
11. **FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies. (An insurance agent is best suited to provide information on these conditions.)
12. **BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. (Such information is available from appropriate governmental agencies and private information providers. Brokers are not qualified to review or interpret any such information.)
13. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants; and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements. (Government agencies can provide information about these restrictions and other requirements.)
14. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. (Local government agencies can provide information about these restrictions and other requirements.)
15. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(x)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

DocuSigned by: 7/3/2013
Buyer Signature Date
Mark Bishop

DocuSigned by: Annika Bishop and/or Nominee 7/3/2013
Buyer Signature Date
Annika Bishop and/or Nominee

Seller Signature Date

Seller Signature Date

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Reviewed by _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

WOOD DESTROYING PEST INSPECTION AND ALLOCATION OF COST ADDENDUM

(C.A.R. Form WPA, Revised 11/12)

This is an addendum to the ☐ California Residential Purchase Agreement or ☐ Other _____ _____ ("Agreement"), dated *July 3, 2013*, on property known as *64 Ritz Cove, Monarch Beach, CA 92629* ("Property"), between *Mark Bishop, Annika Bishop and/or Nominee* ("Buyer"), and _____ ("Seller").

1. Unless otherwise specified, the Agreement permits the Buyer to inspect the property and investigate its condition. One of the inspections the Buyer may obtain is for wood destroying pests and organisms "Wood Pest Report". Whether obtained and paid for by Buyer or Seller, Buyer's review and approval of a Wood Pest Report would generally be covered by the inspection contingency of the Agreement. Before Buyer removes or waives the inspection contingency, or other contingency specifically related to a Wood Pest Report, Buyer may cancel the Agreement if dissatisfied with the condition described in the Wood Pest Report, even if this Wood Pest Addendum is not made part of the Agreement.

2. A. The Wood Pest Report shall be paid for and prepared as specified in the Agreement, or if checked, ☒ Buyer ☐ Seller shall pay for a Wood Pest Report prepared by *the Termite Guy*, a registered Structural Pest Control company.

B. The Wood Pest Report shall cover the main building and attached structures and, if checked: ☒ detached garages and carports, ☒ detached decks, ☒ the following other structures on the Property: *Patio Trellis* _____. The Wood Pest Report shall not include roof coverings. If the Property is a unit in a condominium or other common interest subdivision, the Wood Pest Report shall include only the separate interest and any exclusive-use areas being transferred, and shall not include common areas. Water tests of shower pans on upper level units may not be performed unless the owners of property below the shower consent.

C. The Wood Pest Report shall be separated into sections for evident infestation or infection (Section 1) and for conditions likely to lead to infestation or infection (Section 2).

(1) (Section 1) ☐ Buyer ☒ Seller shall pay for work recommended to correct "Section 1" conditions described in the Wood Pest Report and the cost of inspection, entry and closing of those inaccessible areas where active infestation or infection is discovered.

(2) (Section 2) ☒ Buyer ☐ Seller shall pay for work recommended to correct "Section 2" conditions described in the Wood Pest Report if requested by Buyer.

D. If the Wood Pest Report identifies inaccessible areas, and Buyer requests inspection of those inaccessible areas, the person identified in C1 shall pay for the cost of entry, inspection and closing of only those inaccessible areas where Section 1 conditions are discovered and Buyer shall pay for the cost of entry, inspection and closing of all other inaccessible areas.

E. Seller shall Deliver to Buyer, prior to Close Of Escrow, with a written pest control certification ("Certification") showing that no infestation or infection is found or that required corrective work is completed. If paragraph 2A does not refer to a specific registered Structural Pest Control company and Seller obtains more than one Wood Pest Report pursuant to this Addendum, Seller may choose which Wood Pest Report to use as the basis of the Certification provided that Seller Delivers to Buyer all Wood Pest Reports obtained by Seller before Buyer removes any contingency for Wood Pest inspection.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Addendum.

Date *July 3, 2013* Date _____

Buyer DocuSigned by: 7/3/2013
Mark Bishop

Seller _____

Buyer DocuSigned by: 7/3/2013
Annika Bishop and/or Nominee

Seller _____

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EQUAL HOUSING OPPORTUNITY

Agent: Suzi Dailey **Phone:** 949.315.5255 **Fax:** 949.443.2209 **Prepared using zipForm® software**
Broker: Prudential California Realty R 2 Ritz Carlton Dr Ste 120 Monarch Beach , CA 92629

DocuSign Envelope ID: 86193CC6-8CB6-430C-8DC2-CEF61618D552

CALIFORNIA ASSOCIATION OF REALTORS®

WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE

(C.A.R. Form WHSD, Revised 11/10)

Property Address: *64 Ritz Cove, Monarch Beach, CA 92629*

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

1. **STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code §19211d). Although not specifically stated, the statute requiring a statement of compliance does not appear to apply to a properly installed and bolted tankless water heater for the following reasons: There is no tank that can overturn; Pre-engineered strapping kits for such devices are not readily available; and Bolting already exists that would help avoid displacement or breakage in the event of an earthquake.
2. **LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.
3. **TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development.
4. **CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller/Landlord _____ **Date** _____
(Signature) **(Print Name)**

Seller/Landlord _____ **Date** _____
(Signature) **(Print Name)**

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer/Tenant DocuSigned by: [signature] 7/3/2013 *Mark Bishop* **Date** _____
(Signature) **(Print Name)**

Buyer/Tenant DocuSigned by: Annika Bishop and/or Nominee 7/3/2013 *Annika Bishop and/or Nominee* **Date** _____
(Signature) **(Print Name)**

SMOKE DETECTOR STATEMENT OF COMPLIANCE

1. **STATE LAW:** California Law requires that **(i)** every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations (Health and Safety Code §13113.8) and **(ii)** all used manufactured or mobilehomes have an operable smoke detector in each sleeping room.
2. **LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke detector requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector requirements for your property.
3. **TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development (HCD).
4. **EXCEPTIONS:** Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
5. **CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke detector(s) **(i)** approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations Health and Safety Code §13113.8 or **(ii)** in compliance with Manufactured Housing Construction and Safety Act (Health and Safety Code §18029.6) located in each sleeping room for used manufactured or mobilehomes as required by HCD and **(iii)** in accordance with applicable local ordinance(s).

Seller/Landlord _____ **Date** _____
(Signature) **(Print Name)**

Seller/Landlord _____ **Date** _____
(Signature) **(Print Name)**

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement of Compliance.

Buyer/Tenant DocuSigned by: [signature] 7/3/2013 *Mark Bishop* **Date** _____
(Signature) **(Print Name)**

Buyer/Tenant DocuSigned by: Annika Bishop and/or Nominee 7/3/2013 *Annika Bishop and/or Nominee* **Date** _____
(Signature) **(Print Name)**

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EQUAL HOUSING OPPORTUNITY

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Broker: Prudential California Realty R 2 Ritz Carlton Dr Ste 201 Monarch Beach , CA 92629

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CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 11/12)

☐ (If checked) This form is being provided in connection with a transaction for a leaseholder interest in a dwelling exceeding one year as per Civil Code section 2079.13(j) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant DocuSigned by: Mark Bishop 7/3/2013 Date
Mark Bishop

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant DocuSigned by: Annika Bishop and/or Nominee 7/3/2013 Date
Annika Bishop and/or Nominee

Agent _____ DRE Lic. # _____
Real Estate Broker (Firm)

By _____ DRE Lic. # 01746768 Date 07/03/2013
(Salesperson or Broker-Associate) Prudential Calif Realty

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

Seller/Landlord Date Seller/Landlord Date

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Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Agent: Suzi Dailey **Phone:** 949.315.5255 **Fax:** 949.443.2209 **Prepared using zipForm® software**
Broker: Prudential California Realty R 2 Ritz Carlton Dr Ste 201 Monarch Beach , CA 92629

CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a)** "Agent" means a person acting under provisions of title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. **(b)** "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. **(c)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. **(d)** "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. **(f)** "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. **(n)** "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. **(o)** "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: **(a)** The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). **(c)** Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. **(d)** The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE, SAMPLE ONLY) is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.
(Name of Listing Agent)

(DO NOT COMPLETE, SAMPLE ONLY) is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or ☐ both the buyer and seller.
(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

Buyer's Initials (DS) (DS) Seller's Initials (_____) (_____)

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2012-05-03 Fondinnehav av obl mm utfärdad/garanterad av stat inom EES
2012-05-03 Godkända fondbestämmelser enl. lagen om investeringsfonder
2013-04-22 Godkända fondbestämmelser enl. lagen om investeringsfonder

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MASTER REPURCHASE AGREEMENT

Dated: August 1, 2012

Between:

TRACTION FONDER AB ("Investor")

and

MARK BISHOP ("Guarantor")

and

ABSIG LLC ("Guarantor")

1. Applicability

From time to time the Investor may enter into transactions to purchase residential mortgage-backed securities (the "MBS" or "RMBS") in which Guarantor agrees to Repurchase such MBS upon an Event of Default (a "Transaction"). Each such transaction shall be referred to herein as a "Transaction" and shall be governed by this Agreement.

2. Definitions

(a) "Purchase Date," the date on which Purchased MBS are transferred to Investor;

(b) "Purchase Price," (i) on the Purchase Date, the price at which Purchased MBS are transferred to Investor, and (ii) thereafter, such price decreased by the amount of any principal transferred or earned by Investor;

(c) "Purchase Request," the meaning specified in Paragraph 6(a) hereof;

(d) "Purchased MBS," the MBS transferred to Investor in a Transaction hereunder;

(e) "Repurchase Date," the date on which Guarantor is to repurchase the Purchased MBS from Investor, as described in Paragraph 6(a) hereof;

(f) "Repurchase Price," the price at which Purchased MBS are to be transferred from Investor to Guarantor upon termination of a Transaction.

3. Repurchase

Guarantor shall repurchase each of the Purchased MBS from Investor, and shall pay to Investor the Repurchase Price therefore upon demand made by Investor, pursuant to this Paragraph. In the case of MBS, such demand by Investor may not be made prior to 45 days following the date of the Transaction in which the MBS were originally transferred to Investor provided no Event of Default (as defined hereinafter) has occurred. On the date specified in such demand or on the date fixed for repurchase, the repurchase will be effective by transfer to Guarantor or its agent of the Purchased MBS against the transfer of the Repurchase Price to a designated account of Investor.

4. Payment and Transfer

Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All MBS transferred by one party hereto to the other party: (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request; or (ii) shall be transferred by any other method mutually acceptable to Guarantor and Investor.

5. Representations

Each of Investor and Guarantor represents and warrants to the other that it is duly authorized to execute and deliver this Agreement, to enter into the Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance.

6. Event of Default

In the event that Guarantor fails to (i) secure approval for the transfer of ownership from Traction Invest AB to ABSIG LLC, from the Swedish Finansinspektionen, or (ii) for any other reason that Traction Invest AB winds up the affairs of Investor, (each an "Event of Default"); then:

(a) At the option of Investor, exercised by written notice to Guarantor, the Repurchase Date for each Transaction hereunder shall be deemed to occur.

(b) If Investor exercises or is deemed to have exercised the option referred to in subparagraph (a) above, (i) Guarantor's obligations hereunder to repurchase all Purchased MBS in such Transactions shall thereupon become immediately due and payable.

7. Notices and Other Communications

Any notice or communication in respect of this Agreement will be sufficiently given to a party if in writing and delivered in person, sent by certified or registered mail, return receipt requested, or by overnight courier or given by email at the following address or email:

To Investor:

Traction Fonder AB
Hammarby Kaj 16
12030 Stockholm, Sweden
Email: ulf.deckmark@tractionfonder.se
Attention: Ulf Deckmark

To Guarantor:

ABSIG LLC
707 Broadway, 18th Floor
San Diego, CA 92101
Email: mbishop@absig.com
Attention: Mark Bishop

8. Non-assignability; Termination

The rights and obligations of the parties under this Agreement shall not be assigned by either party without the prior written consent of the other party. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

9. Governing Law; Jurisdiction

This Agreement shall be construed in accordance with and governed by the laws of Sweden without giving effect to the conflict of law principles thereof.

10. Costs and Expenses

Guarantor shall promptly pay as and when payment is due all, and Investor shall not be liable for any, expenses, fees and charges incurred by Investor or Guarantor (other than the salaries and overhead of Investor and its affiliates) arising out of or related in any way, to the administration and enforcement of this Agreement ("Costs"), including, without limitation, legal expenses, servicing costs and expenses, recording and filing fees and any costs associated with reconveyance of the Purchased MBS and, in the even that any Costs are incurred by Investor, Guarantor shall reimburse Investor on demand of Investor accompanied by a statement describing the circumstances and the nature of the Cost, by wire transfer of immediately available federal funds.

11. Attorneys' Fees

If any legal action, arbitration or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and any other relief to which it or they may be entitled. The court or arbitrator before which such action or proceeding is brought shall determine which party is the successful or prevailing party within the meaning of this section, taking into account all bona fide settlement offers of all parties, and such determination shall be binding upon the parties

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one instrument. It shall not be necessary in making proof of this Agreement or any counterpart thereof to produce or account for any other counterpart.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives.

(Investor)

TRACTION FONDER AB

By:_____
Name: _____
Title: _____
Date:_____

(Guarantor)

MARK BISHOP

By:_____
Name: MARK BISHOP
Title: INDIVIDUAL
Date: AUG 1, 2012

and

ABSIG LLC

By:_____
Name: MARK BISHOP
Title: MANAGER
Date: AUG 1, 2012

Month	August	September	Oktober	November	December	January	February	March	April	Capital raised
	2	3	4	5	6	7	8	9	10	
Capital	**260 000 000 kr**	**388 000 000 kr**	**516 000 000 kr**	**644 000 000 kr**	**772 000 000 kr**	**900 000 000 kr**	**1 028 000 000 kr**	**1 156 000 000 kr**	**1 284 000 000 kr**	**128 000 000 kr**
Fee	199 333 kr	297 467 kr	395 600 kr	493 733 kr	591 867 kr	690 000 kr	788 133 kr	886 267 kr	984 400 kr	
Sales cost	768 000 kr	768 000 kr	768 000 kr	768 000 kr	768 000 kr	768 000 kr	768 000 kr	768 000 kr	768 000 kr	
Sales Budget	**568 667 kr**	**470 533 kr**	**372 400 kr**	**274 267 kr**	**176 133 kr**	**78 000 kr**	**20 133 kr**	**118 267 kr**	**216 400 kr**	

Fup bilaga 12 B

SHARE PURCHASE AGREEMENT

1 PARTIES

1.1 This share purchase agreement (the "**Agreement**") is entered into on [ ] 2013 between:

(I) Assume Holding AB, 556913-1518, Vädursgatan 5, SE-412 50 Gothenburg, Sweden

(II) Dynamiq Creation AB, 556861-9216 Eklandagatan 29 B, SE-412 82 Gothenburg, Sweden, ((I) and (II) jointly the "**Sellers**"); and

(III) ABS Investment Group LLC (the "**Buyer**");

1.2 The Sellers and the Buyer may hereinafter be referred to individually as a "**Party**" or collectively as the "**Parties**".

2 BACKGROUND

2.1 Positiv Pension ~~AB……~~ i Sverige AB, 556791-9856, (the "**Company**") with a registered share capital of SEK ~~[_____]~~ 102,000 divided into ~~[_____]~~ 1,020 shares (the "**Shares**"). The Seller~~(s)~~ owns all of the Shares.

2.2 [……..]

2.3 The Sellers have agreed to sell to the Buyer all shares in the Company and the Buyer has agreed to purchase all shares in the Company from the Sellers.

3 DEFINITIONS AND INTERPRETATION

3.1 The following terms, used in this Agreement, have the following meanings:

"**Bank Account**"	means the Sellers' SEK denominated account with the following specification: [_____]
"**Business Day**"	means a day on which banks are open for business in Sweden (excluding Saturdays, Sundays and public holidays);
"Claim"	breach of the Warranties or Covenants in the Agreement.
"Covenants"	means the covenants in Section 5.2.
"**Closing Date**"	means the date when all terms and conditions for transfer of title to the Shares of this Agreement have been fulfilled;
["Consultancy Agreement"]	[shall mean…]
"Data Room Material"	shall mean the virtual data room material containing documents, answers to questions raised and other information

	provided to Buyer and its advisors by the ~~Seller~~ Sellers and their advisors for the transaction contemplated by this Agreement prior to the date of this Agreement, the ~~index~~ contents of which ~~is~~ are listed in the index attached hereto ~~as Exhibit~~ and which will be included on a DVD as Schedule [____], which shall include but not be limited to the ~~Due Diligence Review~~ due diligence review material.
"Due Diligence"	shall mean the due diligence investigation (including with respect to legal, financial, tax, accounting and commercial matters) of the Company conducted by the Buyer and its advisors prior to the date of this Agreement during which the Buyer and its advisors have, among other things, had access to the Data Room Material.
"**Encumbrance**"	means a pledge, mortgage, lien, claim, charge, floating charge, option, equity, retention of title, right of pre-emption, right of first refusal or third party rights or security interest of any kind;
"Knowledge"	facts and circumstances which (i) have been disclosed to the Buyer, the Buyer's representatives or its advisors (1) in this Agreement, (2) in the Data Room Material or otherwise as part of the Due Diligence, or (3) otherwise in writing on or prior to Signing Date; or (ii) that the Purchaser otherwise had (or reasonably should have had) knowledge of at Signing Date.
"Loss"	means any direct loss, claim, damages but excluding any indirect or consequential losses such as operating loss, loss of profits, loss of interest or consequential costs, including any legal fees resulting from a breach by the Sellers of any of the Warranties set forth in Section 9.
["Services"]	[means the services…]
"Shareholders"	means Peter Sparre, 771212-4838, Henrik Jacobsson, 860123-4894, Niclas Tapper, 781110-4830 and Oscar Berggren, 781224-8214.
"Signing Date"	means the date of this Agreement;
"Third-Party Claim"	shall mean any bona fide claim, action, suit, demand or legal proceeding asserted by any third party against the Buyer or the Company which is likely to give rise to a Loss.
"**Warranties**"	means the Sellers's warranties set out in Section 9.

3.2 Where a statement in this Agreement (including the schedules) is qualified by the expression "to the best of the Sellers's knowledge " or "so far as the Sellers is aware" ~~or any similar expression~~ shall be deemed to include after due and careful enquiry with the ~~ordinary and deputy board of directors as well as~~ management of the Sellers.

4 SALE AND PURCHASE PRICE

4.1 On the terms and subject the conditions of this Agreement, the Sellers agree to sell the Shares to the Buyer, free of any Encumbrance, and the Buyer agrees to purchase the Shares from the Sellers.

4.2 As consideration for the Shares, the Buyer shall pay to the Sellers an amount equivalent of one and three quarters per cent (1,75%) of the balance of the PPM investments of clients owned by the Company ("**Clients**"), verified by personal numbers and PIN codes (e.g. if the balance of the PPM investments of Clients is SEK 2,2 billion, then the purchase price for the Shares is SEK 38,5 million) (the "**Purchase Price**"). The Clients shall be verified in accordance with Section 6 below.

4.3 In addition, Buyer will after Closing (1) ~~will~~ directly or indirectly by a subsidiary or any third party continue to collect the annual Client contract fees as described in the Client Agreement by and between Seller and Client, and immediately pass 100% of those collected fees to the Sellers or the Sellers' appointed agent, (the "**Client Contract Fee**") and (2) pay the applicable fund fee (e.g. 65 basis points of the verified value under section 4.2 above) to the Sellers or the Sellers' appointed agent for a period of ~~36~~ thirty-six (36) months, following the date of Closing (4.3~~,~~ (~~1) and (2)~~ the "**Applicable Fund Fee**") Applicable Fund Fee and Client Contract Fee jointly "**the Additional Payment**"). ~~The annual Client contract fees of the Additional Payment shall in no event be less than the following amounts;~~

4.4 The Client Contract Fee shall in no event be less than the following amounts;

Year	Amount (MSEK)
1	15
2	10
3	5

4.5 ~~2.4~~The Sellers and their advisors shall have the right to verify the accuracy of the calculation of the Additional Payment. The Buyer shall provide the Sellers with any documentation necessary to enable such verification.

4.6 In the event the Clients directly or indirectly are transferred to a subsidiary or any third party the Buyer shall procure that the Sellers and their advisors shall have the right to verify the accuracy if the calculation of the Additional Payment as stipulated in Section 4.5 above.

4.7 ~~2.5~~The Purchase Price shall be paid by Buyer on the Signing Date to an escrow account in accordance with the terms and conditions stated in ~~Appendix~~ Schedule 4.5, to be released to the Sellers on the Closing Date if the ~~conditions precedent for Closing~~ Covenants are fulfilled.

5 CONDITIONS PRECEDENT

5.1 Closing of the Agreement is subject to the following conditions on the Sellers' and Buyer's respective sides;

5.2 For the Buyer:

(a) The Sellers' have delivered a preliminary annual account of the Company for the financial year ended April 20, 2013;

(b) Buyer has verified the PIN-codes of the Clients ~~[how will this be fulfilled?]~~;

(c) No material adverse change has occurred regarding the Company's financial state or trading position between the Signing Date and the Closing Date;

5.3 For the ~~Buyer~~Sellers:

(a) Optimus Fonder AB~~,~~, 556673-5758, has assumed liability as for its own debt for the Buyer's obligation to the Sellers to pay the Purchase Price and the Additional Payment.

6 PRE CLOSING [TO BE DISCUSSED – PRINCIPLES PRESENTED BELOW]

The Buyer shall before Closing be given the opportunity to verify the PIN-codes of the Clients. The verification shall be made in accordance with the following procedure:

a) The Sellers present and verify the balance of the PPM investments of clients owned by the Company to the Buyer;

b) The Buyer shall verify the personal numbers and PIN codes presented by the Sellers in Section 6a) in the Company´s premises in Gothenburg between 8 am and 9 pm Monday to Sunday;

c) The Buyer presents the result of the verification to the Sellers.

d) The Sellers have the right to recover any incorrect PIN codes for a period of four (4) weeks after the Buyers verification under section 6b).

7 ~~4~~CLOSING

7.1 ~~4.1~~Consummation of the sale and transfer of the ~~Business~~ Shares pursuant to this Section 5 ("**Closing**") shall take place on the Closing Date at 9.00 am CET at the premises of [_____] (or at such other location or time as may be agreed between the Parties).

7.2 ~~4.2~~At the Closing Date, the following actions shall take place:

a) The Sellers shall:

(i) hand over to the Buyer share certificates representing the Shares duly endorsed in favor of the Buyer;

(ii) hand over to the Buyer the Company's share register in which the Buyer has been entered as the owner of all Shares, free of any Encumbrances;

(iii) cause the Company to issue powers of attorney in a form satisfactory to the Buyer, enabling the persons appointed by the Buyer to sign for and on behalf of the Company until new signatories have been duly registered;

(iv) procure that the board members and deputy board members of the Company hand over resignation letters in a form satisfactory to the Buyer in which such board members shall resign from their positions with effect as of the Closing Date and acknowledge that he or she has no claims against the Buyer or the Company for remuneration or otherwise; and

(v) hand over a list of all Clients together with active and up to date PIN-codes for each Client on a digital media [excel files];

b) The Buyer shall:

(i) pay the Purchase Price by wire transfer in cash to the Bank Account;

(ii) cause the Company to hold an extraordinary shareholder's meetings at which the Buyer elects new board members of the Company;

(iii) cause board meeting to be held in the Company to appoint company signatories; ~~and~~

(iv) cause the Company to make the necessary filings of the aforementioned resolutions with the Swedish Companies Registration Office (Sw. *Bolagsverket*)~~.~~;

(v) deliver a statement confirming that to the Buyer´s Knowledge there is no breach of the Seller's Warranties as of the Closing Date; and

(vi) deliver a statement confirming that all questions have been answered to the satisfaction of the Buyer and that there is no further information regarding the Company, which the Buyer is seeking from the Sellers.

7.3 [The Seller and the Buyer shall submit drafts of the documents to be provided by such Party at the Closing pursuant to Section 7.2 for the Seller´s or the Buyer's (as the case may be) review and approval no later than two (2) Business Days prior to Closing Date.]

7.4 ~~4.3~~The Parties agree that the actions referred to in Section 7.2 shall be considered to have taken place simultaneously and regarded as one transaction so that, if one of the closing events set forth in Sections 7.2 does not occur, Closing shall only be deemed to have taken place if the Party, who is not responsible for such closing event taking place, confirms in writing that it accepts that Closing takes place (without any prejudice to its right to compensation for breach of the Agreement).

8 ~~5~~POST-CLOSING COVENANTS

At the next annual shareholders' meeting in the Company, the Buyer undertakes to procure that each of those board members of the Company who have resigned on the Closing Date are granted discharge from liability for his or her assignment and administration until the Closing Date, provided that the auditor of the Company recommends such discharge.

9 ~~6~~SELLERS'S WARRANTIES

9.1 ~~6.1~~Prior to the Signing Date, the Buyer and the Buyer's professional advisors have conducted a ~~due diligence review~~ Due Diligence with respect to the ~~Business~~ Company during which the Buyer and the Buyer's professional advisors have reviewed the documents listed in the Data Room Material.

9.2 ~~6.2~~The Buyer agrees that the Sellers has not made, and the Buyer has not relied on, any warranty (express or implied) regarding the ~~Business~~ Company other than the warranties contained in this Section 9 (the "**Warranties**") and no action or omission by the Sellers shall be construed as implying any warranty.

9.3 ~~6.3~~The Sellers makes the following warranties to the Buyer, all of which are made as of the Closing Date.

a) The entering into and execution of this Agreement and the transfer of the Shares herein will not infringe the constitutional documents of the Sellers.

b) The Sellers lawfully owns and has unrestricted ownership to the Shares and the Shares are free and clear of all Encumbrances. Upon the delivery of the Shares by the Sellers against payment of the Purchase Price, the Buyer will acquire unrestricted ownership to the Shares free and clear of any Encumbrances.

c) The Shares constitute all equity securities issued by the Company, and are legally and validly issued and fully paid. There are no outstanding (i) securities giving a right to subscription for, or conversion into, shares in the Company, (ii) participating loans granted by the Company, or (iii) options, agreements or arrangements entitling any person to subscribe for or acquire shares or other instruments referred to in (i) or (ii) above in the Company.

d) The Company has not received any conditional shareholder's contributions or other kind of conditional contribution or subordinated loan by the Sellers or any other person.

e) All share certificates representing the Shares are in the possession of the Sellers and they are the only share certificates ever issued in relation to such shares.

f) The current articles of association of the Company are attached as Schedule 9.3f) and no decision has been adopted to amend such documents.

g) The certificate of registration of the Company is attached as Schedule 9.3g) and all such documents are true and accurate and up-to-date.

h) The Company does not have any debt or other liabilities (such as tax) and has since its incorporation not (i) entered into any agreements or made any transactions, (ii) assumed any obligations or liabilities, (iii) granted any rights, (iv) provided any security or guarantee, (v) owned any real property, (vi) owned any shares or other equity holding in any other entity, or (v) carried out any other form of business operations of any kind. The Company is neither bound by any obligations nor has any liabilities save for as assumed with respect to the ~~Business~~ Company and the agreement with Scentia ~~Fond……~~ Fond, Schedule 9.3g).

i) All the records and systems (including but not limited to computer systems) and all data and information of the Company are recorded, stored, maintained or operated or otherwise held exclusively by the Company and are not wholly or partly dependent on any facilities or means (including any electronic, mechanical or photographic process, computerized or otherwise) which are not under the exclusive ownership and control of the Company.

j) The Company has to the Seller´s knowledge complied with all relevant requirements of the Personal Data Act (*Sw. Personuppgiftslagen*).

k) The Company's annual accounts for the financial years ended 2011-04-30 and 2012-04-30 and the prepared accounts for 2013-04-30 has been duly drafted in accordance with the laws and regulations applicable and that they give a correct view of the Company's financial standing, and that the financial standing has not been diminishing between the financial year's end and the Closing Date.

l) That there ~~has~~ have been no decisions to pay dividends or any value transfer (*Sw. värdeöverföring*) in excess of SEK [5,000,000] in the Company between 1 January 2013 and the Closing Date and that no other transfer of profits has occurred during the same time.

m) The Company has not entered into any guarantee agreement or put any of the company's assets as collateral to a third party.

n) The Company has full title to all assets that are presented in the prepared annual accounts as of 30 April 2013.

o) Between such date as described in Section 8.3(n) and the Closing Date, there has been no material change in the Company's operations, assets and liabilities.

p) The Company has not entered into any agreements that are no part of the Company's ordinary course of business.

q) All of the issued power of attorneys have been revoked on the Closing Date.

r) The Company has paid all debited, due taxes and fees and that the Company has not been subject to any other taxes or fees and that the Company will not be subject to any taxes or fees, of whatever nature, that relates to the business of the Company before the Closing Date.

s) The Company on the Closing Date has no obligations to or agreements with any of the shareholders (or shareholders owners) or any closely related person (*Sw. närstående*) in accordance with Chapter 21 of aktiebolagslagen.

t) That the Company has not been subject to any injunction or administrative orders from any authority, and that the Sellers has no reason to believe that such injunctions or orders will be issued towards the Company with regard to the business carried out by the Company up and until the Closing Date.

u) That the Company has no other employees and that all the employees ~~salarys~~ salaries and other benefits are all listed in Appendix 8.3 t) and that no former employees have any claims on the Company of any nature (including right to be re-employed).

v) That the Company is not bound by any collective bargaining agreement.

w) That the Company is the rightful owner of the website www.positivpension.se

x) That there has been no infringement of any third party intellectual property with respect of the Company's name "Positiv Pension AB".

10 ~~7~~BROKERS

No broker, finder or investment banker is entitled to any brokerage fee, finder's fee or other fee payable by any of the Group Companies in connection with the transaction contemplated by this Agreement.. Furthermore, there are no "side agreements" that any Party has with a vendor or other party that remains undisclosed to either Buyer or Seller.

11 ~~8~~INDEMNIFICATION AND SETTLEMENT OF CLAIMS

11.1 ~~8.1~~In the event of a breach of any of the Warranties, the Buyer shall, as its sole and exclusive remedy, be entitled to a reduction of the Purchase Price~~,~~ , on a SEK by SEK basis (*Sw. krona för krona*), with an amount corresponding to the ~~direct loss, liability or expense actually~~ Loss suffered by the Buyer ~~and/or the Company because of the deficiency ("**Loss**").~~ .

11.2 Claims with regard to any Loss may not be made if such Claim is based on information that has been provided by the Sellers or within the Buyer's Knowledge.

11.3 Upon the occurrence of Loss which results in the Company receiving a deductible expense for income tax purposes that can be used in the next tax assessment or which results in the Company not receiving any taxable income for income tax purposes, the aggregate amount of the Loss, shall be reduced by the applicable tax rate (currently 22 per cent).

11.4 When calculating a Loss, account shall be taken of what the Buyer or the Company has actually received from third parties (including from insurance companies).

11.5 The Buyer shall take measures to mitigate any Loss and the Sellers shall not be liable for any Loss to the extent that the Buyer could reasonably have mitigated the Loss.

11.6 ~~8.2~~The Parties agree that any payments to be made by the Sellers to the Buyer in accordance with this Agreement of any compensation for a~~claim for breach of the Warranties or covenants (a "~~ Claim~~")~~ shall, first and foremost, be subject to set-off by against any Additional Payment earned, determined and payable to the Sellers in accordance with the Agreement and the Parties agree that the Buyer shall be entitled to assign and transfer any Claim to the Company for the purpose of such set-off. Should the amount of such earned, determined and payable Additional Payment not be sufficient to settle the entire payment of the entire Claim requested to be set-off by the Buyer, the Sellers shall settle the remainder of such Claim by payment directly to the Buyer.

11.7 Claims relating to a Loss shall be notified in writing to the Sellers within ~~18~~ eighteen (18) months from the Closing ~~date. The Buyer shall make reasonable efforts to mitigate any Loss.~~ Date. Notwithstanding anything to the contrary herein, the Buyer's rights to indemnification shall expire by the failure of the Buyer to give written notice within thirty (30) Business Days after the date on which the Buyer became or ought to have become aware of the circumstances giving rise to the Claim.

11.8 Loss shall be settled according to this Agreement only if the aggregate Loss exceeds SEK 500,000 and if each individual Loss amounts to at least SEK 50,000, in which case the total Loss shall be compensated in full, whereby several items of Loss of the same nature or origin shall be considered a single Loss. The Seller's total liability for Loss shall be limited to an amount corresponding to fifty (50) per cent of the Purchase Price.

11.9 In case the Buyer becomes aware of any Third-Party Claim, in order to preserve its rights to bring a Claim, the Buyer shall, and shall procure that the Company shall:

a) immediately give written notice thereof to the Sellers;
b) not make any admission of liability, agreement, settlement or compromise with any third party in relation to any such Third-Party Claim or adjudication, without obtaining the prior written consent of the Sellers;
c) not take any action which may have any adverse effect on any policy of insurance under which any such Third-Party Claim would be recoverable if such action had not been taken;
d) take such action as the Seller may reasonably request to avoid, dispute, resist, appeal, compromise or defend a Third-Party Claim;
e) give the Sellers and their representatives or advisers reasonable access to the personnel of the Buyer and the Company, and to any relevant properties, premises, accounts, documents and records, and allow the Sellers and their representatives or advisers to take copies thereof, in order to enable the Seller to examine the grounds for such Third-Party Claim and to defend any Third-Party Claim and conduct any litigation resulting therefrom;
f) at the Sellers' request and at the Sellers' cost and expense, permit the Sellers, at the Sellers' option to (i) handle any negotiation, dispute or litigation relating thereto with any third party and grant the Seller all authorizations and all assistance as the Sellers may reasonably require to enable the Sellers to defend any such Third-Party Claim and to properly conduct any litigation resulting therefrom; or (ii) participate in any negotiation, dispute or litigation relating thereto with any third party; and
g) agree to any settlement, compromise or discharge of such Third-Party Claim recommended by the Sellers.

11.10 The Party conducting the negotiation, dispute or litigation in respect of any Third-Party Claim pursuant to Section 11.9-11.11 shall ensure that the other Party will be informed without undue delay of any information, and shall be provided with copies of any correspondence or documentation material to the negotiation, dispute or litigation,

provided always that such disclosure is possible without jeopardizing the outcome of such negotiation, dispute or litigation, or legal privilege in relation thereto.

11.11 If a Seller has indemnified the Buyer in full for a Claim, and the Buyer or the Company subsequent thereto has the right to recover any amount in respect of the Claim from any third party, then such right shall either be assigned to the Seller or any amount received from such third party shall be paid to such Seller.

11.12 The Sellers shall not be liable for a Loss the subject of a Claim for breach of the Warranties

a) where such Claim arises as a result of (i) the introduction of any new legislation, (ii) the changing of any existing legislation or (iii) the increase of tax rates after the date of this Agreement where such introduction, change or increase occur after Closing Date and are effective retrospectively in relation to a period or periods prior to Closing Date; or

b) where such Claim would not have arisen but for an act, omission or transaction carried out by the Buyer after Closing Date.

11.13 In relation to any Claim for breach of a Warranty notified under 11.7, the Buyer shall

a) not make any admission of liability, conclude any agreement with any third party in relation to the matters giving rise to such Claim or make any compromise with any person, body or authority in relation to such matters without consulting the Sellers so far as is practicable; and

b) give the Sellers's professional advisors reasonable access to relevant documents in the possession of the Buyer and promptly answer any reasonable questions asked by the Sellers or its professional advisors provided that the Sellers shall, and shall procure that its professional advisors shall, keep confidential all such matters.

11.14 The Buyer shall not be entitled to recover from the Sellers more than once in respect of the same Loss suffered. In particular, without limitation, the foregoing shall apply where one and the same set of facts qualifies under more than one provision entitling the Buyer to a Claim or remedy under or in connection with this Agreement.

11.15 ~~8.4~~Claims relating to warranties regarding taxes and fees (8.3 q) may in any event be put forward in writing within ~~90~~ ninety (90) days after a final decision of the relevant tax or fee has been issued by a competent authority.

12 EXCLUSIVE REMEDY

The remedy provided to the Buyer in Section 11 shall be the sole and exclusive remedy available to the Buyer for any breach of this Agreement by the Sellers. It is specifically

agreed that no remedy whatsoever, including rescission of this Agreement, under the Swedish Sale of Goods Act (*Sw. Köplagen (1990:931)*), the Swedish International Sale of Goods Act (*Sw. lag (1987:822) om internationella köp*) or under any other law, regulation or legal principle shall be available to the Buyer.

13 ~~9~~COSTS AND EXPENSES

Except as expressly otherwise provided herein, ~~GM,~~ the Buyer and the ~~Seller~~ Sellers shall bear their own costs and expenses incurred in connection with this Agreement and the transaction contemplated herein, whether or not such transaction shall be completed, including, without limitation, all fees of its legal advisors, accountants and other advisors.

14 ~~10~~SPECIFIC UNDERTAKINGS

14.1 ~~10.1~~Confidentiality

Save for as required pursuant to mandatory law or regulation or ~~applicable stock exchange rule~~which may be required for the enforcement of a judgment or an award, this Agreement, all discussions between the Parties with respect to the Agreement and the transactions and agreements stipulated hereby as well as any and all non-public information provided by a Party to the other Party shall be treated as strictly confidential and not be used for any other purpose than the transactions and agreements contemplated hereby. The timing and content of any announcements, press releases, or other public statements concerning the transactions contemplated hereby and related matters shall only occur upon, and be determined in advance by, mutual agreement and consent of the Parties.

14.2 ~~10.2~~Non-Competition

~~10.2.1Each of the Sellers and its shareholders [NAMES TO BE ADDED] undertakes not to, and the Sellers also undertake to cause each of its affiliates not to, directly or indirectly, be involved in, start or perform or have an interest in any business or activity, either as owner, director, manager, employee, consultant or otherwise, that is involved in any business operations that (i) are competing with the Business; or (ii) are the same as or similar to the Business within Sweden, Norway, Denmark and/or Finland during a period commencing on the Closing Date until 31 December 2017. Notwithstanding the aforesaid, provided it does not interfere or affect the Services (as defined in the Consultancy Agreement) to be carried out under a specific Consultancy Agreement entered into between _____, the Sellers and/or its affiliates are free to, directly or indirectly, be involved in, start or perform or have an interest in any business or activity, either as owner, director, manager, employee, consultant or otherwise, in any business operations that (i) are not competing with the Business; or (ii) that are not the~~

~~same as or similar to the Business within Sweden, Norway, Denmark and or/Finland during the period provided for in this Section 12.2.1.~~

14.2.1 Each of the Sellers and the Shareholders, its employees, officers and agents undertakes not to, directly or indirectly, solicit any of the Clients for any reason for a period of three (3) years from Closing Date.

14.2.2 ~~10.2.2~~In case of breach of the obligations in Section ~~9.2.1~~14.2.1, which is not remedied within thirty (30) days from the Buyer's written notice hereof, then the Sellers agrees to pay to the Buyer liquidated damages in the amount of SEK _____ for each breach ~~and for each breaching affiliate of the Sellers~~. In the event a breach of Section 14.2.1 is continuing, for each month that the breach so continues the indemnity shall therewith be increased by seventy-five (75) per cent of the amount of the indemnity the preceding month.

15 ~~11~~ENTIRE AGREEMENT AND AMENDMENTS

13.1 This Agreement constitutes the entire understanding of the Parties and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee, representative or advisor of either of the Parties.

13.2 This Agreement may only be amended by an instrument in writing duly executed by the Parties. No change, termination or modification of any of the provisions of this Agreement shall be binding on the Parties, unless made in writing in accordance with this Section 13.

16 ~~12~~NOTICES

Any notice or other form of communication required to be delivered to either Party pursuant to or in connection with this Agreement shall be given in writing by registered mail to the following addresses respectively (or to such address or representative as either Party may designate by means of a written notice to be sent to the other Party from time to time in accordance with this Section 15):

If to the Sellers:

Name:
Postal address:

with a copy to:

Advokat Carl Fhager
MAQS Law Firm
Box 11918
SE-404 39 Gothenburg

Sweden
E-mail: carl.fhager@se.maqs.com

If to the Buyer:

Name:
Postal address:

17 ~~13~~ MISCELLANEOUS

17.1 ~~13.1~~The schedules to this Agreement form an integral part of this Agreement. Any reference to this Agreement includes a reference to said appendices and any provision thereof.

17.2 ~~13.2~~Any amendments to this Agreement shall only be validly agreed upon in writing between the Parties.

17.3 ~~13.3~~Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties hereto, and nothing in this Agreement shall be deemed to constitute either of the Parties hereto as the agent of the other Party.

17.4 ~~13.4~~If any provision of this Agreement or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the Parties shall amend this Agreement as shall be necessary to give effect to the spirit of this Agreement so far as possible.

18 ~~14~~ GOVERNING LAW AND JURISDICTION

18.1 ~~14.1~~This Agreement shall be governed by the substantive laws of Sweden, without regard to its conflict of laws principles.

18.2 ~~14.2~~Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be exclusively submitted to arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of one (1) member appointed by the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm, Sweden. The language of the arbitration shall be English language.

18.3 ~~14.3~~The Parties undertake~~.~~, indefinitely, and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential in accordance with Section 14.1.

18.4 ~~14.4~~Notwithstanding the above, any Party may apply to a court having jurisdiction for a precautionary measure, temporary procedural remedy, temporary restraining order or

preliminary injunction, where such relief is necessary to protect its interests pending completion of the legal proceedings.

This Agreement has been executed by the Parties in two (2) copies and each Party has retained one copy.

The Sellers	The Buyer
_____	_____

Comparison Details	
Title	**pdfDocs compareDocs Comparison Results**
Date & Time	2013-06-20 00:15:51
Comparison Time	0,50 seconds
compareDocs version	v3.4.11.2

Sources	
Original Document	C:\Users\cngn\Desktop\Share Purchase Agreement Positiv Pension AB (2).DOCXDMS Information
Modified Document	C:\Users\cngn\Desktop\Share Purchase Agreement Positiv Pension AB (MAQS 2013-06-19).DOCXDMS information

Comparison Statistics	
Insertions	72
Deletions	14
Changes	67
Moves	4
TOTAL CHANGES	157

Word Rendering Set Markup Options	
Name	Standard
Insertions	
~~Deletions~~	
Moves / Moves	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	ByAuthorcolor options]
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Track Changes
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False

ABS Investment Group, LLC

May 7, 2013

To: The shareholders of Positiv Pension AB
Attention: Niclas Tapper
Vädursgatan 5
412 50 Göteborg, Sweden
Via Email: niclas@positivpension.se

Strictly Private & Confidential

Re: Letter of Intent to purchase and acquire the entire issued share capital of Positiv Pension AB - SUBJECT TO CONTRACT

Dear Sirs:

Proposed acquisition of the entire issued share capital of Positiv Pension AB (**"Positiv Pension" or the "Target"**)

Positiv Pension AB has outstanding state-of-the-art call-center, technologies, professionalism, and skills and involvement from its personnel. These attributes will be complemented by an appropriate balance sheet, and significant financial muscle and merging of senior management from ABS Investment Group, Optimus Fonder and Strategi Placering. We will enable the continuation of investment in marketing projects, and in new financial products funded by our own resources. Positiv Pension has positioned itself in a manner that is ideal for ABS Investment Group to provide the required managerial expertise and financial muscle on which to build for the future. ABS Investment Group is a long term investor with a “today” view on margins and profitability. We will work today to secure our position as a niche player in the international financial services market for the long term.

Following our recent discussions with yourselves, we write to set out the principal terms and conditions upon which we are prepared to purchase, subject to contract, the entire issued share capital of the Target (the **"Proposed Acquisition"**). These terms and conditions, together with such others as we agree between us, will be incorporated into a legally binding agreement.

1. PARTIES

1. Assume Holding AB, registration no. 556913-1518, Vädursgatan 5, SE-412 50 Gothenburg, Dynamiq Creation AB, registration no. 556861-9216, Eklandagatan 29 B, SE-412 82 Gothenburg, (jointly the **"Sellers"**); and

707 Broadway, 18th Floor, San Diego, California 92101

2. ABS Investment Group, LLC (the **"Buyer"**).

2. SHARES TO BE ACQUIRED

The entire issued share capital of Positiv Pension AB (the **"Target Shares"**). The Sellers will sell the entire legal and beneficial interest in the Target Shares free of any charges, mortgages, liens, encumbrances or other security interests.

3. PURCHASE PRICE

3.1 The consideration payable for the Target Shares will be satisfied by the Buyer undertaking all of the liabilities of the Target on completion of the Proposed Acquisition.

3.2 The purchase price is one and three-quarters per cent (1.75%) of the balance of the PPM investments of clients owned by the Target ("**Clients**"), verified by personal numbers and PIN codes, conditional on the Target, and its subsidiaries as applicable (together the **"Target Group"**) having a balance sheet substantially as described in Exhibit "A" (to be attached hereto by the Sellers) at completion of the Proposed Acquisition (i.e.: if the balance of the PPM investments of clients owned by the Target is SEK 2,2 billion, then the purchase price for the shares as described in Section 2.1 would be SEK 38,5 million) ("**the Purchase Price**"). The assets and liabilities of such balance sheet of the Target Group will be verified by completion accounts to be prepared by the Buyer and/or its accountants, subject to review by the Sellers.

3.3 In addition, Buyer will (1) continue to collect the annual Client contract fees and immediately pass 100% of those collected fees to the Sellers or the Sellers' appointed agent, and (2) pay the applicable fund fee (i.e.: 65 basis points of the verified value under section 3.2 above) to the Sellers or the Sellers' appointed agent for a period of 36 months following the date of completion of the Proposed Acquisition (3.3 (1) and 3.3 (2) jointly "**the Additional Payment**"). The annual Client contract fees of the Additional Payment shall in no event be less than the following amounts;

YEAR	AMOUNT (MSEK)
1	15
2	10
3	5

3.4 The Sellers and its advisors shall have the right to verify the accuracy of the calculation of the Additional Payment. The Buyer shall provide the Sellers with any documentation necessary to enable such verification.

4. ACQUISITION TIMETABLE AND PAYMENT OF THE PURCHASE PRICE

4.1 This Letter of Intent is subject to the negotiation and execution of mutually satisfactory acquisition documentation (Stock Purchase Agreement) as described in paragraph 6 of this Letter of Intent. We agree to use our reasonable endeavours to work with you towards exchange of definitive acquisition documentation for the Proposed Acquisition on or before 28 June 2013 ("**Closing**").

707 Broadway, 18th Floor, San Diego, California 92101

4. 2 We intend to commence final due diligence immediately upon signature of this letter, to complete this final due diligence process by 31 May 2013 with a view to completing the Proposed Acquisition on or before the Closing.

4.3 The Purchase Price shall on signing be placed in an escrow account which shall be governed by such representations and warranties, covenants and limitations on liability as are customary for an escrow account of this kind to be released after a verification (between signing and Closing) of personal numbers and PIN codes at Closing.

5. CONDITIONS

Completion of the Proposed Acquisition will be subject to a number of conditions, including:

a) legal, and financial, technical due diligence into the affairs of the Target having been carried out to the Buyer's reasonable satisfaction;
b) delivery by the Sellers to the Buyer a preliminary annual account of the Target, ended 30 April 2013;
c) no material adverse change occurring in the financial or trading position or prospects of the Target.
d) a guarantee commitment from Optimus Fonder AB, reg. no 556673-5758 stating that the company will assumes liability as for its own debt (absolute guarantee; *Sw: proprieborgen*) for the Buyer's obligations to the Seller in accordance with the Proposed Acquisition.

6. DEFINITIVE ACQUISITION DOCUMENTATION

6.1 The parties will negotiate and enter into definitive acquisition documentation (Stock Purchase Agreement) relating to the Proposed Acquisition. The definitive acquisition documentation (Stock Purchase Agreement) will be prepared by the Buyer's lawyers.

6.2 All definitive acquisition documentation will be in the English language. If any acquisition documentation is translated into another language, the English language version will be the authentic text and will prevail in the event of any ambiguity or inconsistency.

7. RESTRICTIVE COVENANTS

7.1 To protect the Target Group and its goodwill following the Proposed Acquisition, the Sellers, and the Sellers shareholders, its employees, officers, and agents will be required not to solicit any of the Clients for any reason, as described in Section 3.2, of the Target Group for a period of three (3) years after completion of the Proposed Acquisition.

707 Broadway, 18th Floor, San Diego, California 92101

8. FINANCIAL CONDITION OF BUYER

The partners of the Buyer have a net worth in excess of USD $100 million. Not only does the Buyer have the financial muscle and ability to provide capital to the Target in the event that future market conditions negatively disrupt its cash flows, but the Buyer also has the unique desire to continue to provide necessary capital to the Target in the event that future market conditions are disrupted.

9. CONFIDENTIALITY; ALL RELEVANT INFORMATION SHALL BE KEPT IN ABSOLUTE CONFIDENCE;

All information regarding the Proposed Acquisition shall be kept in absolute confidence. Additionally, the definition of Confidential Material shall be expanded to include the contents of this Letter of Intent. Confidential Material is all financial, technical, strategic, operational, commercial, employee, management and other information or data of whatever kind (whether written, oral or in disk or electronic form or in any other format) supplied or disclosed to Buyer or its Advisers by Seller or its Advisers in connection with the Proposed Acquisition. All Confidential Material shall be used by Buyer solely for the purpose of evaluating and negotiating the Proposed Acquisition ("the Permitted Purposes"). No Confidential Material will be used by us in any market activities other than those relating to the Proposed Acquisition.

The Buyer and the Sellers respectively shall be permitted to disclose Confidential Material to its legal and financial advisers provided that each person to whom Confidential Material is disclosed is under an obligation to keep the information confidential to the same extent as the parties or on terms equivalent to those contained in this letter of intent.

The obligations of the parties under this clause 9 shall remain in force for a period of three (3) years following the termination of this letter of intent.

10. EXCLUSIVITY

In consideration of our incurring further costs and expenses in the course of investigating the Target Group for the Proposed Acquisition the Seller shall grant the Buyer exclusivity to complete the Proposed Acquisition from the execution of this Letter of Intent to the intended Closing. If no Share Purchase Agreement has been entered into by the date last mentioned above, the parties shall not be bound by the provisions herein, except for clauses 9 and 12 that shall survive the termination of this letter of intent.

11. NO OBLIGATION

This letter of intent shall not constitute an obligation for any of the parties to enter into any further agreement(s) with the other party. However, the letter of intent sets out the basic terms and conditions that the parties have agreed upon on this stage.

12. GOVERNING LAW, DISPUTES

12.1 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

12.2 The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish. Documents originally drafted in English may be submitted in English only. This letter of intent, and

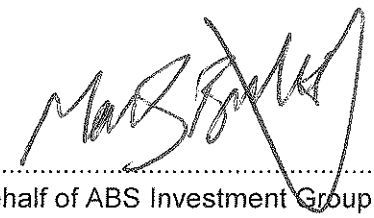
any non-contractual claims between the parties, shall be governed by the substantive law of Sweden, without regard to its conflict of laws regulations.

12.3 The Buyer and the Sellers undertake, indefinitely, not to disclose the existence of or the contents of any judgement related to or in connection with this letter of intent or any information regarding negotiations, arbitration proceedings or mediation in connection therewith. The confidentiality undertaking in this clause 12.3 shall not apply in relation to information which any of the Parties is required to disclose, retain or maintain by law or any regulatory or government authority of which may be required for the enforcement of a judgement.

This Letter of Intent shall become null and void unless executed by all parties prior to the close of business on May 8, 2013.

[SIGNATURES FOLLOWS]

Best regards,



.....
for and on behalf of ABS Investment Group LLC
MARK BISHOP

Acknowledged and Accepted:

.....
for and on behalf of Assume Holding AB

.....
May 8, 2013

Acknowledged and Accepted:

.....

any non-contractual claims between the parties, shall be governed by the substantive law of Sweden, without regard to its conflict of laws regulations.

12.3 The Buyer and the Sellers undertake, indefinitely, not to disclose the existence of or the contents of any judgement related to or in connection with this letter of intent or any information regarding negotiations, arbitration proceedings or mediation in connection therewith. The confidentiality undertaking in this clause 12.3 shall not apply in relation to information which any of the Parties is required to disclose, retain or maintain by law or any regulatory or government authority of which may be required for the enforcement of a judgement.

This Letter of Intent shall become null and void unless executed by all parties prior to the close of business on May 8, 2013.

[SIGNATURES FOLLOWS]

Best regards,

.....
for and on behalf of ABS Investment Group LLC

Acknowledged and Accepted:

..... Oskar Bergren
for and on behalf of Assume Holding AB

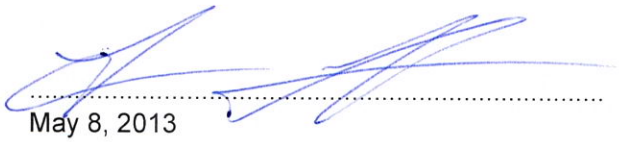
..... NICLAS TAPPER
May 8, 2013

Acknowledged and Accepted:

..... Henrik Jakobsson

707 Broadway, 18th Floor, San Diego, California 92101

for and on behalf of Dynamiq Creation AB



Henrik Jakobsson

May 8, 2013

707 Broadway, 18th Floor, San Diego, California 92101

Bolagsverket
Swedish Companies Registration Office

e-Certificate of registration

Registration number	
556913-1518	
Date of registration of the company	Date of registration of current name
2012-12-05	2013-03-15
Document created on	Page
2013-05-08 13:21	1 (2)

Registration number:	556913-1518
Business name:	Assume Holding AB
Address:	Vädursgatan 5 412 50 GÖTEBORG
Registered office:	Göteborg
Note:	

The company is registered as a private limited liability company

THE COMPANY WAS FORMED
2012-12-05

SHARE CAPITAL

Share capital...: SEK 50,000 Min..: SEK 50,000
Max..: SEK 200,000
Number of shares: 500 Min..: 500
Max..: 2,000

BOARD MEMBER, CHAIR OF THE BOARD
781110-4830 Tapper, Thore Niclas Daniel, Kraftrunegatan 36,
423 46 TORSLANDA

BOARD MEMBERS
781224-8214 Berggren, Kjell Oscar Andreas, Nilssonsberg 29,
411 43 GÖTEBORG
880405-5096 Persson, Kjell Christoffer, Bangårdsgatan 21,
411 12 GÖTEBORG

DEPUTY BOARD MEMBERS
810129-4968 Tapper, Malin Therese, Kraftrunegatan 36, 423 46 TORSLANDA

AUDITORS
700310-6015 Erickson, Alf Johan Morten, Virginsgatan 6 B,
416 54 GÖTEBORG

SIGNATORY POWER
The board of directors is entitled to sign on behalf of the company.
Signatory power individually by
the board members

BOLAGSVERKET · SWEDISH COMPANIES REGISTRATION OFFICE

Bolagsverket
Swedish Companies Registration Office

e-Certificate of registration

Registration number	
556913-1518	
Date of registration of the company	Date of registration of current name
2012-12-05	2013-03-15
Document created on	Page
2013-05-08 13:21	2 (2)

ARTICLES OF ASSOCIATION
Date of the latest change: 2012-12-20

FINANCIAL YEAR
Registered financial year: 0101 - 1231
No annual reports have been submitted to the Swedish Companies Registration Office

DATE OF REGISTRATION OF CURRENT AND PREVIOUS COMPANY NAMES
2013-03-15 Assume Holding AB
2012-12-05 Startplattan 160930 Aktiebolag

**** The above information is an extract from the Trade and Industry Register Bolagsverket, the Swedish Companies Registration Office ****

Bolagsverket
851 81 Sundsvall
060 18 40 00
bolagsverket@bolagsverket.se
www.bolagsverket.se

BOLAGSVERKET · SWEDISH COMPANIES REGISTRATION OFFICE

Bolagsverket
Swedish Companies Registration Office

e-Certificate of registration

Registration number	
556861-9216	
Date of registration of the company	Date of registration of current name
2011-08-22	2011-10-20
Document created on	Page
2013-05-08 13:19	1 (2)

Registration number:	556861-9216
Business name:	Dynamiq Creation AB
Address:	Eklandagatan 29 B 412 82 GÖTEBORG
Registered office:	Göteborg
Note:	

The company is registered as a private limited liability company

THE COMPANY WAS FORMED
2011-07-13

SHARE CAPITAL

Share capital...: SEK 50,000 — Min..: SEK 50,000
Max..: SEK 200,000
Number of shares: 500 — Min..: 500
Max..: 2,000

BOARD MEMBERS
860123-4894 Jakobsson, Henrik Christian, Eklandagatan 29 B,
412 82 GÖTEBORG

DEPUTY BOARD MEMBERS
860407-4818 Tagg, Karl Axel Martin, Tredje Långgatan 28 lgh 1301,
413 28 GÖTEBORG

AUDITORS
790409-4831 Albertsson, Erik Robert, c/o Moore Stephens Ranby AB,
Box 31028, 400 32 GÖTEBORG

SIGNATORY POWER
The board of directors is entitled to sign on behalf of the company.

ARTICLES OF ASSOCIATION
Date of the latest change: 2011-08-22

FINANCIAL YEAR
Registered financial year: 0501 - 0430
Latest annual report submitted covers financial

BOLAGSVERKET · SWEDISH COMPANIES REGISTRATION OFFICE

Bolagsverket
Swedish Companies Registration Office

e-Certificate of registration

Registration number	
556861-9216	
Date of registration of the company	Date of registration of current name
2011-08-22	2011-10-20
Document created on	Page
2013-05-08 13:19	2 (2)

period 20110822-20120430

DATE OF REGISTRATION OF CURRENT AND PREVIOUS COMPANY NAMES
2011-10-20 Dynamiq Creation AB
2011-08-22 Startplattan 467556 Aktiebolag

**** The above information is an extract from the Trade and Industry
Register Bolagsverket, the Swedish Companies Registration Office ****

Bolagsverket
851 81 Sundsvall
060 18 40 00
bolagsverket@bolagsverket.se
www.bolagsverket.se

BOLAGSVERKET
SWEDISH COMPANIES REGISTRATION OFFICE

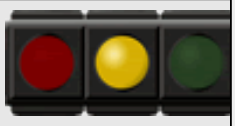
creditsafe

Företagssök: UK

Company Summary

Company Summary	
Company Name	SOLID VENTURE CAPITAL LTD
Company Number	05179108
Telephone Number	
Address	869 HIGH ROAD, LONDON, ENGLAND N12 8QA,
Postal Code	N22 8HH
Company Type	Private limited with Share Capital
Incorporation Date	

Company Status Summary	
Company Status	Active - Accounts Filed
Today's Rating (0-100)	39
Today's Limit (£)	500
Active CCJ's	0
Value of CCJ's	0
Writs	0



Director Summary	
Directorships	2
Total Directorships	2

Financial Information					
Date	2010-07-31	-	2009-07-31	-	2008-07-31
Turnover	0	-	0	-	0
Shareholder Equity	-2,046	-56,7%	-1,306	-116,9%	-602
Number of employees	0	-	0	-	0

Company Information

Address Information	
Company Name	SOLID VENTURE CAPITAL LTD
Company Number	05179108
Registered Office Address	869 HIGH ROADLONDONENGLAND N12 8QA

Registered Office Post Code	N22 8HH
Registered Telephone No.	
TPS Registered	N
Trading Address	
Trading Postal Code	N22 8HH
Trading Telephone Number	
TPS Registered	N

Auditor/Banker's Information	
Auditor Name	
Auditor Qualification	No Adverse Comments
Banker Name	
Banker Sort Code	

Other Information	
Website Address	
Incorporation Date	2004-07-14
Company Type	Private limited with Share Capital
Type of Accounts	Total Exemption Small
Date of Latest Accounts	2010-07-31
Filing Date of Accounts	2011-04-20
Annual Return Date	2011-12-04

Industry Information
Industry Description

Mortgage Information	
Mortgages(s) Outstanding	0
Mortgages(s) Satisfied	0
Mortgage Type	
Date Charge Created	
Date Charge Registered	
Date Charge Satisfied	
Status	
Person(s) Entitled	
Amount Secured	
Details	

Shareholders information	
Shares Held	100
Currency of Share	GBP

Name of Shareholder	AXEL BERNT INGMANSON
Nominal Value of each Share	
Currency of Share	GBP

Accounts & Ratios

Period					
Date From	2009-08-01	-	2008-08-01	-	2007-08-02
Date To	2010-07-31	-	2009-07-31	-	2008-07-31
Period of Month	12	-	12	-	12
Currency	GBP	-	GBP	-	GBP
Profit & Loss					
Consolidated Accounts	N	-	N	-	N
Turnover	0	-	0	-	0
Export	-	-	-	-	-
Cost of Sales	-	-	-	-	-
Gross Profit	-	-	-	-	-
Operating Profit	-	-	-	-	-
Pre-Tax Profit	0	-	0	-	0
Tax	-	-	-	-	-
Post-Tax Profit	-	-	-	-	-
Dividends	-	-	-	-	-
Retained Profit	-	-	-	-	-
Interest Payable	-	-	-	-	-
Directors Remuneration	-	-	-	-	-
Wages & Salaries	0	-	0	-	0
Depreciation of Tangibles	0	-	0	-	0
Auditor Fees	0	-	0	-	0
Balance Sheet					
Tangible Assets	0	-	0	-	0
Intangible Assets	0	-	0	-	0
Total Fixed Assets	0	-	0	-	0
Stocks & Work-in-Progress	0	-	0	-	0
Debtors					
- Trade Debtors	74	-	0	-	0
Cash	0	-100,0%	74	0,0%	74
Misc. Current Assets	0	-	0	-	0

Total Current Assets					
Creditors					
- Trade Creditors	2,120	53,6%	1,380	104,1%	676
- Bank Overdraft	0	-	0	-	0
Increase in Cash	-74	-	0	-	0
Total Current Liabilities	2,120	53,6%	1,380	104,1%	676
Other Short Term Loans	0	-	0	-	0
Miscellaneous Current Liabilities	0	-	0	-	0
Other Long Term Finance	0	-	0	-	0
Total Long Term Liabilities	0	-	0	-	0
Overdraft Long Term Liabilites	0	-	0	-	0
Liabilities	2,120	53,6%	1,380	104,1%	676
Net Assets	-2,046	-56,7%	-1,306	-116,9%	-602
Working Captial	-2,046	-56,7%	-1,306	-116,9%	-602
Current Assets	74	0,0%	74	0,0%	74
Other Current Assets	0	-	0	-	0

Ratios					
Date To	2010-07-31	-	2009-07-31	-	2008-07-31
Trading Performance					
Pre-Tax Profit Margin	0.0%	-	0.0%	-	0.0%
Return on Capital Employed	**0.0%**	**-**	**0.0%**	**-**	**0.0%**
Return on Total Assets Employed	0.0%	-	0.0%	-	0.0%
Return on Net Assets Employed	**0.0%**	**-**	**0.0%**	**-**	**0.0%**
Sales/Net Working Capital	0.00	-	0.00	-	0.00
Operating Effeciency					
Stock Turnover Ratio	0.0%	-	0.0%	-	0.0%
Debtor Days	**0.00**	**-**	**0.00**	**-**	**0.00**
Creditor Days	0.00	-	0.00	-	0.00
Short Term Stability					
Current Ratio	0.03	-	0.05	-	0.11
Liquidity Ratio/Acid Ratio	**0.03**	**-**	**0.05**	**-**	**0.10**
Current Debt Ratio	-1.0 %	-	-1.1 %	-	-1.1 %
Long Term Stability					
Gearing	0.0 %	-	0.0 %	-	0.0 %
Equity in Percentage	**-2764.9 %**	**-**	**-1764.9 %**	**-**	**-813.5 %**
Total Debt Ratio	-1.0 %	-	-1.1 %	-	-1.1 %

Rating & Limit

Credit Information	
Todays Rating (0-100)	39
Rating Description	Creditworthy
Today's Limit (£)	500

Rating History

Date	Rating	Description
17/02/2012	39	Creditworthy
27/04/2011	26	Caution - Credit at your discretion
16/04/2011	3	Caution - Credit at your discretion

Accounts Filed / Established

Rating	Description
71-100	Very Good Creditworthiness
51-70	Good Creditworthiness
40-50	Creditworthy
21-39	Credit Against Collateral
1-20	Caution - Credit at your discretion
Liquidated/Wound-up	Company is liquidated or is wound-up
Dissolved	Company is dissolved
Petition	Petition has been filed

Newly Incorporated

Rating	Description
51-100	Low Risk
30-50	Moderate Risk
1-29	Caution - High risk
Liquidated/Wound-up	Company is liquidated or is wound-up
Dissolved	Company is dissolved
Petition	Petition has been filed

CCJ Summary

CCJ Summary

CCJ's Amount	0
CCJ's Value	0
Writs	0

Record of Payments

No payment history for this company.

Group Structure

No Group Structure for this company.

Company History

Event History

Date	Description

Status History

No status history for this company.

Directors

Director

Directors Title	Mr
Name of Director	Emil Amir Ingmanson
Address of Director	16 Hammarby Kaj, Stockholm
Postcode of Director	12030
Date of Birth	1977-10-06
Nationality of Director	Swedish
Director Honours	
Present Appointments	1
Function	Director

Director

Directors Title	Mr
Name of Director	Afram Gergeo
Address of Director	16 Hammarby Kaj, Stockholm
Postcode of Director	12030
Date of Birth	1977-02-05
Nationality of Director	Swedish
Director Honours	
Present Appointments	1
Function	Director

SHARE TRANSFER AGREEMENT

between

Traction Invest AB

and

ABSIG LLC

for

the Sale and Purchase of the Shares in

Traction Fonder AB

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THIS SHARE TRANSFER AGREEMENT (this "**Agreement**") is entered into on 18 June 2012 (the "Signing Date"), and made between:

(1) **Traction Invest AB**, Swedish registration number 556504-7999, having its registered office at c/o Traction, Box 3314, 103 66 Stockholm (the "**Seller**"); and

(2) **ABSIG LLC**, a company incorporated under the laws of the state of California, United States, having its registered office at 707 Broadway, 18th Floor, San Diego, California 92101, United States (the "**Purchaser**").

The Parties are hereinafter referred to together as the "**Parties**".

1. BACKGROUND INFORMATION

1.1 Traction Fonder AB, reg. no. 556673-5758 (the "**Company**") is a limited liability company incorporated under the laws of Sweden, and mainly engaged in the Business.

1.2 The Company has a registered share capital of SEK 1,612,500 divided into 150,000 shares each with a quota value of SEK 10.75.

1.3 The Company conducts fund operations (the "**Business**") and is supervised by the Swedish Financial Supervisory Authority. The Company received its license to conduct fund operations on 28 November 2005.

1.4 The Seller owns 150,000 shares, equivalent to 100 per cent of the share capital in the Company (the "**Shares**").

1.5 The Seller wishes to sell and the Purchaser desires to purchase the Shares on the terms and conditions set out in this Agreement ("the **Transaction**").

2. SALE AND PURCHASE OF THE SHARES

2.1 Subject to the terms of this Agreement, the Seller shall sell the Shares to the Purchaser and the Purchaser shall purchase the Shares from the Seller.

2.2 The Shares shall be sold free from all encumbrances of any kind and together with all benefits and rights pertaining thereto.

3. PURCHASE PRICE ETC.

3.1 Purchase Price

The Purchase Price for the Shares shall be SEK 2,112,500 whereof:

(i) SEK 500,000 to be paid in cash by the Purchaser on the Signing Date to the Seller's bank account no. 5226 10 027 34 with SEB; and

(ii) SEK 1,612,500 (equal to the paid in capital of the Company) to be paid in cash on the Completion Date to the Seller's bank account.

3.2 Running Costs

From the Signing Date until the Completion Date or termination, the Purchaser shall reimburse the Company for all running costs originating from this point in time and onwards in order for the Company to continue the Business.

The Seller will invoice the Purchaser upon receiving cost related invoices and 15 days prior to salaries and taxes falls due for payment, with 10 days payment terms for the Purchaser. The Purchaser further undertakes to pay on the Signing Date a retainer (the "**Retainer**") of SEK 75 000 to the Company's bank account no. 5202 10 283 48 in SEB, as security for the salary costs including pensions and social taxes of Ulf Deckmark (the "**Employee**") in case there is no closing.

Timely payment of costs by the Purchaser is of the essence for the Seller, and a delay of more than 10 days is basis for termination of the agreement by the Seller, on the terms stipulated in Section 4.3 below.

4. CONDITIONS PRECEDENT

4.1 The obligation of the Purchaser to complete the Transaction is conditional upon the approval from the Swedish Financial Supervisory Authority (the "**FSA**") in relation to

4.1.1 the Purchaser and the owners of the Purchaser in its capacity as direct and indirect owners of the Company (the "**Ownership Approval**").

4.1.2 the managing director, deputy managing director, the board members and deputy board members of the Company designated by the Purchaser (the "**Management Approval**").

4.2 The Purchaser may unilaterally terminate this Agreement with no other cost or penalty than the payment made under Section 3.1. (i), if the Ownership Approval and the Management Approval have not been granted on or before the Completion Date. Further, the Retainer is not to be repaid to the Seller upon termination. Any running costs paid shall not be repaid to the Purchaser.

4.3 The Seller may terminate this Agreement on 1 November 2012 if the approvals under Section 4.1 have not been achieved by the Purchaser. The Seller will then not repay the payment received under Section 3.1 (i). Nor shall then the Retainer be repaid by the Company to the Purchaser. Any running costs paid shall not be repaid to the Purchaser.

4.4 If this Agreement is terminated pursuant to Section 4.2 or 4.3, the Purchaser will redeliver to the Seller all documents, work papers and other material delivered by the Seller relating to the Transaction, to the extent permitted under any applicable law, whether so obtained before or after the execution hereof.

4.5 Application to the FSA

4.5.1 The Purchaser shall be responsible for the preparation of the ownership and management assessment applications (the "**Applications**") to the FSA in respect of the Transaction. The Applications shall be submitted to the FSA within 10 calendar days after the Signing Date.

4.5.2 The Purchaser shall provide the Seller with a copy of the Applications submitted to the FSA, and also inform the Seller of any questions or correspondence from the FSA in relation to the Applications.

4.5.3 All cost and expenses relating to the preparation and submission of the Applications shall be borne by the Purchaser.

5. PRE-COMPLETION COVENANTS

5.1 The Seller shall procure that the Company during the period from the Signing Date until the Completion Date (i) does not transfer any material assets or Business without the consent of the Purchaser; and (ii) does not declare, pay or make any dividend payment or other distribution to any shareholder in the Company or to any party affiliated to such shareholder unless necessary to decrease the Company's cash assets to correspond to its registered share capital SEK 1,612,500.

5.2 The Purchaser, during the period from the Signing Date until the Completion Date, shall operate the Company through the Company's Employee.

6. COMPLETION

6.1 Unless otherwise agreed in writing between the Parties, Completion shall take place at the offices of Advokatfirman Lindahl KB, Mäster Samuelsgatan 20, 101 39 Stockholm on the date occurring 10 calendar days after the date upon which the conditions precedent in Section 4.5.1 (approval from the FSA) are satisfied (the "**Completion Date**").

6.2 At the Completion Date the Seller shall:

a) in exchange for the Purchase Price procure that the Company makes available to the Purchaser the Company's share register recording the Purchaser as holder of the Shares;

b) cause the Directors and the Auditors of the Company to resign;

c) cause the Company to issue a power of attorney for the individuals designated by the Purchaser to represent it in all matters; and

d) deliver to the Purchaser all books and records in the possession of the Seller which may be relevant for the Purchaser as owner of the shares.

6.3 At the Completion Date, the Purchaser shall:

a) pay the Purchase Price to the Seller against delivery of the Shares represented by the share register pursuant to Section 6.2a);

b) cause a shareholders' meeting and a board meeting to be held in the Company for purposes of electing new directors and deputy directors, new auditors and company signatories. The Purchaser shall prepare the minutes of said meetings as well as the necessary ancillary documentation, and the Purchaser shall cause the documentation, immediately following said meetings, to be submitted to the Swedish Company Register (Sw. *Bolagsverket*).

c) cause a shareholders' meeting and a board meeting to be held with the purpose to change the Company's articles of association and the Company's individual funds' names so that neither contains the brand "Traction", whereto the Purchaser receives no title or rights under this agreement. The Company's domain tractionfonder.se is to be closed down within 30 days after the Completion Date.

7. WARRANTIES OF THE SELLER

The Seller hereby warrants to the Purchaser that the statements set out in Schedule 1 (the "**Warranties**") are true, accurate and not misleading as of the Signing Date and will be true, accurate and not misleading at the Completion Date.

8. LIABILITY

8.1 The Seller shall compensate any loss, liability or expense suffered by the Purchaser and the Company in the event of a breach of the Warranties.

8.2 The Seller's liability for any breach of a Warranty shall be subject to the following limitations.

8.3 Minimum Claims

No claim shall be brought by the Purchaser against the Seller under the Warranties, unless the amount of any single claim (or a series of claims arising from substantially the same factual circumstances) exceeds SEK 50,000.

8.4 Maximum Liability

The Seller's aggregate liability to compensate the Purchaser for any breach of the Warranties shall not exceed the Purchase Price.

8.5 Tax deductible items

If any loss, liability or expense referred to in this Section 8 is a Tax-deductible item, or relates to an untaxed reserve, the compensation shall be reduced by the Tax rate which is applicable in the jurisdiction of the recipient.

8.6 Time Limitation

8.6.1 No claim shall be brought by the Purchaser against the Seller in respect of any breach of the Warranties, unless notice in writing of any such claim, accompanied by reasonable particulars thereof specifying the nature of the breach if possible, has been given to the Seller within 12 months of the Completion Date or in case of a breach of the Warranties set out in Schedule 1 Section 5 (Tax), not later than 6 months from the date when the Tax in question has been subject to a final and non-appealable decision by the relevant tax authority;

8.6.2 Whenever the Purchaser or the Company becomes aware of any matter or circumstance that will give rise to a claim for which the Seller may be liable, the Purchaser shall as soon as reasonably practicable, but in no event not later than 6 months thereafter, give notice thereof to the Seller.

8.7 No Limitations

8.7.1 None of the limitations contained in this Section 8 shall apply:

a) to any claim pertaining to Section 1.3 (The Shares) in Schedule 1; or

b) if the Seller has acted in bad faith or by gross negligence.

9. COSTS AND EXPENSES

Except as expressly otherwise provided herein, the Seller, the Purchaser and the Company, respectively, shall bear their own costs and expenses incurred in connection with this Agreement and the Transaction, whether or not such Transaction shall be completed, including, without limitation, all fees of its legal advisors, accountants and other advisors.

10. CONFIDENTIALITY

10.1 Prior to and after Completion:

a) the Seller and the Purchaser undertake not to disclose, and to procure that, their respective affiliates do not disclose, the content of this Agreement; and

b) the Seller undertakes not to disclose or use, and to use its best endeavours to prevent the disclosure of, and to procure that each company within the Sellers group does not disclose or use, and uses its best endeavours to prevent the disclosure of, any Confidential Information (as defined hereafter) it has or acquires.

10.2 Section 10.1 does not apply to a disclosure:

a) to an adviser to the extent necessary to advise the relevant Party or its affiliates in connection with the Transaction, provided that such Party procures that the adviser does not disclose the content of this Agreement or any such Confidential Information;

b) to the extent disclosure is necessary to enforce the Party's rights under this Agreement;

c) required by an applicable law or applicable recommendation or regulation of a listing authority or stock exchange, provided that no such disclosure shall be made except after consultation with the other Party and taking into account the other Party´s reasonable requirements as to its timing and content and as to the manner of the disclosure; or

d) made with the prior approval of the other Party.

10.3 "**Confidential Information**" shall for the purpose of this Section 10 mean all non-public know-how and other information of any kind or nature (written or oral) which is used by or concerns the Parties and the Company or concerns its business, including, without limitation, its future plans, business development or financial affairs, or its customers or commercial relationships, which is not in the public domain.

11. ANNOUNCEMENTS

The Parties shall mutually determine the date and the form of any announcement of the Purchaser's acquisition of the Shares except as may be required by law or stock exchange recommendations or regulations in which case such Party undertakes to inform the other Party in advance in writing.

12. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties in connection with the Transaction and supersedes any previous written or oral agreement between the Parties in relation to the subject matters dealt with in this Agreement.

13. ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties but shall not be assignable by any of the Parties without the prior written consent of the other Party.

14. NOTICES

14.1 All notices, consents and other communications ("**Notices**") required or permitted under this Agreement shall be made in writing and be deemed to have been duly given by the Parties if addressed and delivered by hand or sent by registered mail to the addresses set forth below or to such other addresses as may be given by written notice in accordance with this Section 14.

14.2 Notices shall be deemed given:

a) upon delivery in case of delivery by hand;

b) five calendar days after dispatch in the case of registered mail; and

14.3 Notices shall be addressed as follows:

if to the Seller:

Petter Stillström, AB Traction, PO Box 3314, 103 66 Stockholm, Sweden.

if to the Purchaser:

Mark Bishop, ABSIG LLC, 707 Broadway, 18th Floor, San Diego, California 92101, United States

15. INVALIDITY

If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form a part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected, provided that the remaining terms of the Agreement shall be reasonably adjusted to redress any imbalance caused by such unenforceability.

16. WAIVER

Any omission by either Party to exercise its rights and remedies under this Agreement on any occasion shall not constitute a waiver of such rights and remedies on other occasions.

17. HEADINGS

Headings of Sections and clauses in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.

18. AMENDMENTS

Any amendment to or modification of this Agreement shall be valid only if made in writing and signed by both Parties.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Swedish law

20. DISPUTES

20.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm. The language to be used in the arbitration proceedings shall be English.

Arbitration proceedings conducted in accordance with this Agreement, including any decision or award shall be kept confidential.

This Agreement has been executed in two (2) originals, of which the Parties have received one (1) each.

Stockholm, 18 June 2012 .....

Traction Invest AB

Petter Stillström

ABSIG LLC

Mark Bishop

SCHEDULE 1

SELLER WARRANTIES

1. CORPORATE INFORMATION

1.1 Incorporation

The Seller and the Company are companies duly incorporated and validly existing under the laws of Sweden.

1.2 Authority to Enter into This Agreement

1.2.1 The Transaction does not violate any law or statute, the Articles of Association of the Seller or any shareholders agreement, option agreement or the like, and the Seller may freely transfer the Shares to the Purchaser.

1.2.2 The Seller and its representatives have all powers and authority to enter into and to perform its obligations under this Agreement which, when executed, will constitute binding obligations of the Seller in accordance with its terms.

1.3 The Shares

1.3.1 The Seller owns and has a good and marketable title to the Shares, which are fully paid and free from all liens, encumbrances and rights of third parties of any kind.

1.3.2 The share ledger of the Company sets forth the Seller as unrestricted owner of the Shares, and no Share certificates have been issued .

1.3.3 The registered share capital of the Company amounts to SEK 1,612,500 divided into 150,000 shares each with a quota value of SEK 10.75. The shares are fully paid.

1.3.4 The Seller has the right to exercise all voting and other rights over the Shares.

1.3.5 No convertible bonds or debentures, participating debentures, share options or the like are issued and outstanding as of the Completion Date.

1.3.6 There is no agreement or commitment outstanding which calls for the allotment, issue or transfer of or affords to any person the right to call for the allotment or issue of, any shares including the Shares or securities of the Company.

1.4 Corporate Documents

1.4.1 The statutory books of the Company:

a) are in the possession of the Company;

b) are up to date and have been properly kept and contain a legally accurate and complete record of the matters dealt with in those books.

1.4.2 All accounts, books, ledgers, financial and other records of whatsoever kind of the Company:

a) are in the possession of the Company;

b) are up to date and have been properly maintained and contain proper records of all matters required to be entered therein by the relevant legislation.

1.5 Insolvency

The Company is not insolvent or unable to pay its debts as the fall due, or in default under any loan or credit facility agreement.

2. ACCOUNTS

2.1 The annual accounts for the fiscal year of 2011(the "**Accounts**") are true, complete and accurate and have in all material respects been prepared in accordance with applicable law and accounting principles, standards and practises generally accepted at the date of this Agreement in Sweden, and in a manner consistent with the 3 preceding fiscal years.

2.2 The accounts for the period between the end of fiscal year 2011 and the Completion Date (the "**Interim Accounts**") have in all material aspects been prepared in accordance with the same principles as the Accounts.

3. CONTRACTS

3.1 The Company has not entered into any contract which is outside the ordinary course of business.

3.2 All material agreements have been entered into on arm's length basis, are consistent with fair market terms, conditions and prices, and are valid and binding obligations of the parties thereto and the terms thereof have been complied with in all material respects by the Company and by any other party to such agreements, and the complete contents thereof are evident from the wording of the agreements.

4. EMPLOYEES

4.1 The Company will upon signing of this Agreement enter into a short term employment agreement with the Employee for the period until either (i) the Completion Date or (ii) until the termination of this agreement; and under no circumstance thus later than 1 November 2012, unless separately agreed in writing. On the Completion Date a new agreement between the Company and the Employee will come into force. If the Agreement is terminated, or does not become completed in the form set out therein, the Employee will enter into a short term contract for the closing of the Company, for which the Retainer is security.

5. TAX MATTERS

5.1 The Company has in due time filed all Tax returns and Tax related documents required to be filed.

5.2 The Company has not been subject to any Tax audit or similar investigation during the previous five years.

5.3 The Company has fully and timely paid all Taxes required to be paid prior to Completion and made appropriate reservations in the accounts for accrued Taxes not yet due.

5.4 The Transaction will not result in any Tax being levied on the Company.

6. LEGAL COMPLIANCE

6.1 The Company has all permits, approvals, authorizations and licenses to conduct the Business as presently conducted, and has at all times complied with all such permits, approvals, authorizations and licenses.

6.2 The Company has conducted its business in compliance with all applicable laws and regulations in Sweden. There is no order, decree or judgement of any court or governmental entity in Sweden which is outstanding against the Company or which may have an adverse effect upon the assets or business of the Company.

7. LITIGATION

The Company is not a party to any litigation, arbitration or administrative proceedings and there exists no claim based on circumstances before the Signing Date that might result in any litigation, arbitration or administrative proceedings.

8. CHANGES SINCE THE ACCOUNT DATE

The Company has from the end of fiscal year 2011 and until the Signing Date carried on, and will until Completion carry on, its Business in the ordinary and usual course.

9. RELATIONSHIP WITH THE SELLER

As at Completion, the Seller and any affiliate of the Seller will not have any claim of any kind on the Company.

Avtal

Mellan Optimus Fonder AB, org nr 556673-5758, Hammarby Kaj 16, 120 30 Stockholm ("Fondbolaget") och Strategi placering i Skandinavien AB, org nr 556860-5082, Box 14, 121 25 Stockholm-Globen ("Distributören") har följande avtal om distribution av Fondbolagets samtliga fonder ingåtts.

1. Bakgrund

Fondbolaget är ett i Sverige registrerat fondbolag som innehar alla erforderliga tillstånd från Finansinspektionen för dess nuvarande verksamhet. Fondbolaget bedriver verksamhet enligt lag om investeringsfonder för ett antal fonder, nedan benämnd "Fonden".

Distributören är ett i Sverige registrerat aktiebolag inriktat på att marknadsföra kapitalförvaltningsprodukter mot privatpersoner, institutioner och professionella placerare och innehar alla erforderliga tillstånd avseende försäkringsförmedling samt förmedling och rådgivning avseende fondandelar från Finansinspektionen.

Parterna avser att inleda samarbete avseende distribution av andelar i Fonden.

2. Distributörens åtagande

Distributören åtar sig genom detta avtal att marknadsföra och distribuera andelar i Fonden med iakttagande av fondbestämmelser, riktlinjer för fondbolagens informationsgivning och marknadsföring m.m. antagna av Fondbolagens förening och verka för en god etik och moral.

Distributören skall utföra alla delar av uppdraget i enlighet med bestämmelserna i detta avtal och med den skicklighet, snabbhet och omsorg som Fondbolaget har anledning att förvänta sig av ett välrenommerat företag i branschen.

Vid distribution av Fonden äger Distributören ej rätt att mottaga likvid och ej heller vidarebefordra anmälningsblanketten till Fondbolaget.

Distributören garanterar att Distributören har, och så länge detta avtal är i kraft kommer att ha, tillfredsställande sakkunskap, kompetens och kapacitet samt nödvändiga tillstånd för att kunna utföra Distributionen.

Distributören åtar sig att på begäran kostnadsfritt lämna eller skicka informationsbroschyr, faktablad, den senaste årsberättelsen och, i förekommande fall, den halvårsredogörelse som publiceras därefter, till den som avser att köpa andelar i fonden. Distributören åtar sig vidare att utan begäran erbjuda den som avser att köpa andelar i en investeringsfond faktabladet för fonden innan avtal ingås.

Distributören åtar sig att underrätta Fondbolaget om alla händelser som kan ha väsentlig påverkan på Distributörens möjlighet att utföra Distributionen i enlighet med detta avtal.

Distributören åtar sig att samarbeta med Finansinspektionen, eller motsvarande utländsk tillsynsmyndighet, vad avser den verksamhet som omfattas av Distributionen.

Distributören åtar sig att övervaka utförandet av Distributionen och att hantera eventuella risker i samband med detta på ett lämpligt sätt.

Om Distributören inte utför Distributionen effektivt och i överensstämmelse med tillämpliga lagar och andra bestämmelser har Fondbolaget rätt att kräva att lämpliga åtgärder, t ex. rättelse, vidtas. Fondbolaget har även rätt att säga upp detta avtal med omedelbar verkan om en sådan uppsägning är i andelsägarnas gemensamma intresse enligt 4 kap 4 § lagen (2004:46) om investeringsfonder.

Distributören åtar sig att skydda all konfidentiell information som avser Fondbolaget och dess kunder.

L.K

Fup bilaga 12 B

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Distributören åtar sig att registrera sådana relevanta personers egna affärer som avses i 10 kap 3 § tredje stycket FFFS 2008:11 och att, på begäran, överlämna efterfrågade uppgifter till Fondbolaget.

Distributören åtar sig att föra register över vilka kunder som har investerat i Fondbolagets fonder och detta register skall delges Fondbolaget vid behov.

3. Fondbolagets åtagande

Fondbolaget åtar sig att för varje fond tillhandahålla Distributören aktuellt faktablad, informationsbroschyr, senaste årsberättelse och, i förekommande fall, den halvårsredogörelse som publiceras därefter samt löpande hålla Distributören informerad om förhållanden som är av vikt för fullgörande av åtaganden enligt detta avtal.

Fondbolaget skall aktivt verka för att uppdraget kan genomföras på avsett sätt och utsatt tid.

4. Övrigt

Fondbolaget förbehåller sig rätten att övervaka den anförtrodda verksamheten och ge Distributören anvisningar om Distributionens utförande. Distributören åtar sig att tillse att Fondbolaget, Fondbolagets revisorer och Finansinspektionen eller motsvarande utländsk tillsynsmyndighet har faktisk tillgång till uppgifter om den verksamhet som omfattas av Distributionen och att Distributören, på begäran, överlämnar sådana uppgifter i den utsträckning som är nödvändig för övervakning och tillsyn av Distributionen. Distributören åtar sig vidare att tillse att Fondbolaget, Fondbolagets funktion för regelefterlevnad (Compliance), Fondbolagets revisorer och Finansinspektionen, eller motsvarande utländsk tillsynsmyndighet, har tillträde till Distributörens lokaler för övervakning och utövande av tillsyn.

5. Regelefterlevnad

Såväl Distributören som Fondbolaget skall bedriva sin verksamhet inte endast i enlighet med gällande lagar och myndighetsföreskrifter utan även med iakttagande av branschpraxis och etiska riktlinjer för den verksamhet som omfattas av avtalet såsom dessa framgår av uttalanden och rekommendationer från branschorganisationer.

6. Rapportering, dokumentation mm

Dokumentation som Fondbolaget överlämnat till Distributören med anledning av uppdraget förblir Fondbolagets egendom. Sådan dokumentation får endast användas för de ändamål för vilka dokumentationen överlämnats och får inte utan särkilt medgivande kopieras eller utlämnas till tredje man.

8. Ersättning till Distributören

För marknadsföring mot investerande kunder;
Distributören erhåller en provision för marknadsföring av fondandelar som uppgår till 65% av Fondbolagets erhållna performance fee intäkt och 65% av Fondbolaget erhållna fasta intäkt beräknat på de av Distributören aktivt marknadsförda fonder och där marknadsföringen resulterat i att kund investerat i någon av Fondbolagets fonder.
Provision baseras efter eventuellt återbetalda rabatter eller provisioner till exempelvis olika fondtorg eller PPM dvs det som Fondbolaget netto får behålla av förvaltningsintäkterna.
Provisionen utgår under avtalstiden tillförda fondandelar och följdinvesteringar från samma kund räknas automatiskt Distributören tillgodo, likväl som uttag ifrån kund avräknas Distributören.

Provision erläggs och beräknas per kalender månad och utbetalas inom femton (15) dagar efter erhållande av skriftlig redovisning från Distributören. Distributören skall tillställa Fondbolaget en skriftlig redovisning på hur provisionen har beräknats och skall innehålla befintliga kunder, nya kunder, volymer och datum. Fondbolaget förbehåller sig rätten att justera provisions ersättningen om dessa ej stämmer med Fondbolagets beräkning.

Vid försenad utbetalning utgår dröjsmålsränta enligt räntelagen.

L.R

Det åligger Distributören att i god tid meddela Fondbolaget eventuella nya kunder som skall ingå i ersättnings beräkning i enlighet med detta avtal. Med god tid menas senast 30 dagar efter ersättningsberättigad kunds investering.

Den provision som skall utgå enligt detta avtal inkluderar all eventuellt utgående mervärdeskatt.

Distributören äger uppbära ersättning enligt ovan på den upparbetade kundstock som Distributören genererat fram till och med avtalets upphörande.

9. Exklusivitet

Detta avtal är icke-exklusivt, vilket medför rätt för parterna att teckna avtal med annan part avseende samarbeten liknande det som överenskommits genom detta avtal.

10. Avtalstid och uppsägning

Detta avtal gäller från den 10 september 2013 och ersätter tidigare avtal med ursprungsdatum 29 juni 2012. Avtalet gäller med en ömsesidig uppsägningstid om 1 månader och uppsägning av avtalet skall ske skriftligen.
Uppsägning av detta avtal till omedelbart upphörande kan ske om någon av följande omständigheter inträffar:

a) då part i väsentlig grad åsidosatt sina skyldigheter enligt detta avtal och inte heller inom tjugo (20) dagar efter skriftigt påpekande från motparten vidtagit rättelse; eller
b) då part begärs i konkurs, träder i likvidation, begär ackord eller det på annat sätt står klart att parts ekonomiska svårigheter kan leda till att dennes skyldigheter enligt avtalet inte kommer att uppfyllas; eller
c) om part under avtalstiden upphör att inneha erforderliga tillstånd för den verksamhet parten bedriver.

Om avtalet skulle strida mot lagar och myndighetsföreskrifter upphör det omgående om rättelse inte skett inom 15 dagar efter skriftligt påpekande.

11. Sekretess

Parterna skall, såväl under detta Avtals giltighetstid som efter dess upphörande, iakttaga vederbörlig sekretess avseende all information som rör den andre partens eller dennes kunders affärsförhållanden och som kommit part tillhanda med anledning av detta samarbete. Samtliga handlingar eller uppgifter som berör detta Avtal skall således behandlas konfidentiellt av parterna och inte utlämnas till annan utan den andre partens i förväg skriftliga godkännande.
Vidare förbinder sig parterna att iaktta de sekretessbestämmelser som gäller enligt lag för respektive parts verksamhet. Utlämnande av handling eller uppgift får dock ske om det är föranlett av myndighets beslut, föreskrift eller annan författning.

12. Ansvarsbegränsning

Part är inte ansvarig för skada som beror på svenskt eller utländskt lagbud, svensk eller utländsk myndighetsåtgärd, krigshändelse, strejk, blockad, bojkott, lockout eller liknande omständighet. Förbehållet i fråga om strejk, blockad, bojkott och lockout gäller även om part själv är föremål för eller vidtar sådan konfliktåtgärd.

Skada som uppkommit på annat sätt skall inte ersättas av part, om denne varit normalt aktsam. Part är i intet fall ansvarig för indirekt skada.

Föreligger hinder för part att helt eller delvis verkställa åtgärd enligt detta Avtal på grund av omständighet som anges i första stycket, får åtgärden skjutas upp till dess hindret upphört. Om part till följd av sådan omständighet är förhindrad att verkställa eller ta emot betalning, skall part inte vara skyldig att erlägga dröjsmålsränta.

Fondbolaget ansvarar inte för indirekta skador, såsom utebliven vinst, produktionsbortfall, kostnader för anlitande av annan konsult, kostnader för utrustning och liknande kostnader eller förluster.

13. Meddelanden/Kontaktpersoner

Meddelanden enligt detta Avtal skall sändas per post, fax eller mail till nedanstående kontaktpersoner:

Fondbolaget:		Optimus Fonder AB
		Ulf Deckmark
	Tel:	08-502 556 03
	Fax:	08-502 556 04
	Email:	ulf.deckmark@optimusfonder.se
Distributören:		Strategi placering i Skandinavien AB
		Luciano Racana
		Martin Lindgren
	Tel:	+468 121 387 00
	Fax:	+468 121 387 04
	Email:	luciano.racana@strategiplacering.se
	Email:	martin.lindgren@strategiplacering.se

Vid byte av kontaktperson skall detta omgående skriftligen meddelas part.

14. Ändringar

Ändringar eller tillägg till detta Avtal skall ske skriftligen och undertecknas av båda parter för att vara bindande för part. Distributören äger ej rätt att överföra avtalet till annan part.

15. Tvister

Tvister i anledning av detta Avtals tillkomst, tolkning eller tillämpning eller därur härflytande rättsförhållanden skall slutligt avgöras genom skiljedom enligt Stockholms Handelskammares Skiljedomsinstituts regler för förenklat skiljeförfarande. Skiljeförfarandet skall äga rum i Stockholm.

.....

Detta Avtal har upprättats i två (2) likalydande exemplar, varav parterna tagit var sitt.

Stockholm den 10 September 2013

Optimus Fonder AB

.....

Ulf Deckmark

Stockholm den 10 September 2013

Strategi placering i Skandinavien AB

.....

Luciano Racana

.....

Martin Lindgren

MEMORANDUM

DATE: November 24, 2012

TO: Steve Bishop

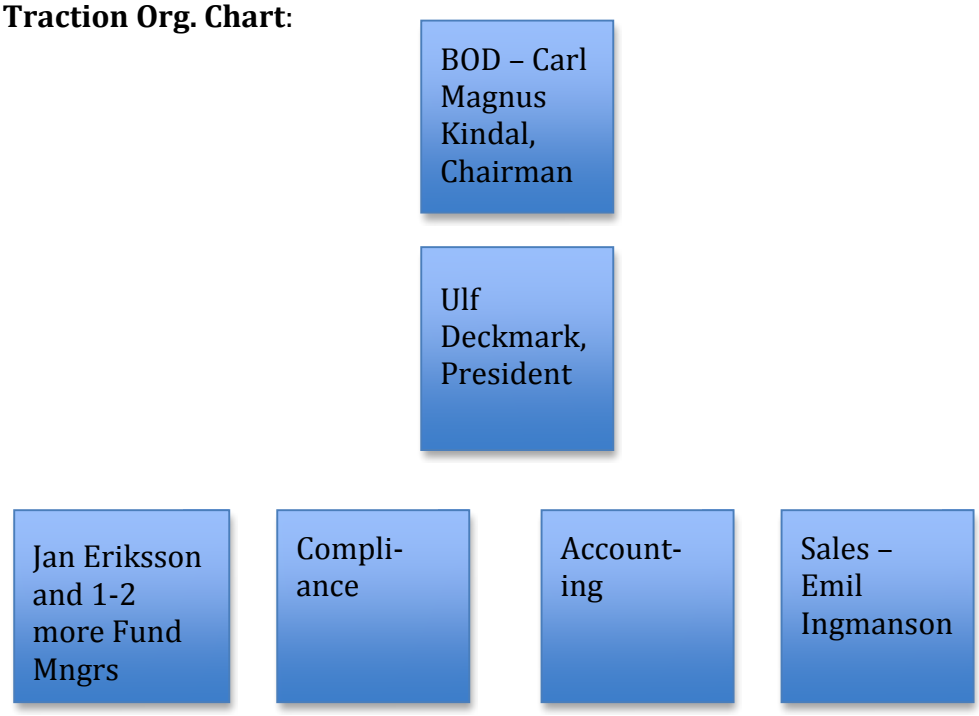
CC: Lisa Duehring
Craig Chang

FROM: Mark Bishop

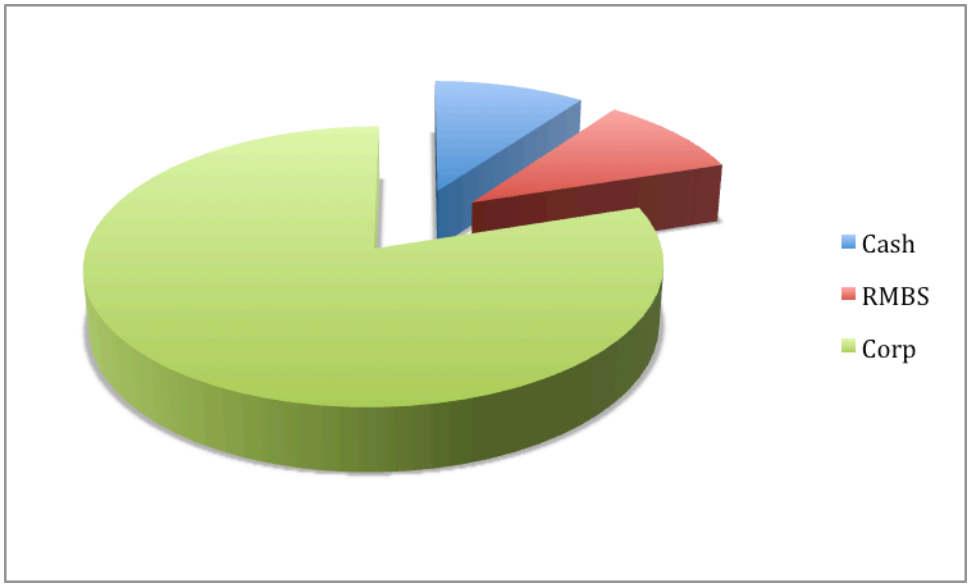
RE: ABS and Traction , Background and Preliminary "To-Do List"…

This memorandum will put into writing a summary of our discussion regarding ABS and Traction as it relates to background, work-flow and work-product, and "to-do list":

Traction Org. Chart:



Generic Traction Asset Allocation:



Cash and RMBS represent 10% each, and corporate bonds represent 80%. The current capital raise rate for October and November 2012, is SEK 100 million per month. 1Q2012 short term goal is capital raise of SEK 200 million per month, going to SEK 400 million per month by the end of 2Q2012.

Steve's current responsibilities, including but not limited to:

1. Daily SSA's and standard reports.
2. Monthly remittance reporting.
    a. Fund III
    b. Fund IV
    c. Fund V
3. Valuation support.
    a. Fund IV, RMBS holdings annually and as needed.
    b. Traction, RMBS holdings monthly.

What current responsibilities shall Steve retain in light of the importance of those responsibilities and the additional time involved with the new responsibilities (listed below)?

Steve's new responsibilities, including but not limited to:

1. Corp - Working with Traction to develop consistent corporate bond review procedures.
2. Corp - Develop corporate bond "trading" procedures.
3. RMBS – Review and monitor RMBS holdings of Traction. Become the RMBS "expert".

Discussion and/or "To-Do List":

- With a "proper system", we can manage "unlimited" amounts of corporate bonds. Need to develop and/or find the appropriate system.
- Develop a "total return" model for each corporate bond.
- Looking at the change in bond pricing to determine whether to review a corporate bond for the need to 1) sell to secure an opportunistic profit, 2) sell to protect a loss, or 3) identify an additional "Buy" opportunity.
- Do we place Fund Managers in charge of "Sectors", "Buy side", "Sell side", etc.?
- Develop a "template" (comparative template) to analyze and approve corporate bonds. Ulf likes "strong balance sheets", but we will also look at alternative characteristics that may create "strength" and a "buy" signal.
- Develop a "standard deliverables" list necessary to underwrite a corp. bond.
- Discover any correlations in corporate bonds with equities, etc. that may help with modeling and analytics!?!
- Technical trading aspect to our purchase decision, or trading decision. Once a corp bond is approved, re-evaluate the price to make sure it is in "total return" compliance, and whether we should look (wait) for a re-trace of pricing, etc.

Other comments:

Optimus Fonder AB

ADRESS	Birger Jarlsgatan 32 B 4tr 114 29 STOCKHOLM
TELEFON	08-5025 56 03
KATEGORI	Fondbolag
ORGANISATIONSNUMMER	556673-5758
FI INSTITUTNUMMER	058147

TILLSTÅND

2005-11-28 Tillstånd till fondverks. enl. lagen om investeringsfonder

FONDINNEHAV

Namn	FI institutnummer
Värdepappersfond	
Optimus High Yield	060577
Optimus SmallCap	060226

Sök på webbplatsen

Skriv din sökning här

Sök

Mesirow Financial®

20-aug-12
Valuations

Bond Name	Cusip	Valuation
CMLTI 2005-WF1 M1	17307GPG7	58,500%
CWL 2005-16 MV1	126670PH5	33,000%
GSAMP 2003-HE1 M2	36228FSV9	76,375%
PCHLT 2005-4 1A2	71085PDD2	77,250%

Mesirow Financial, Inc.
6750 N. Andrews Ave., Suite 325
Ft. Lauderdale, FL 33309
954-356-0330
954-356-0336 (Fax)
800-733-5933 (Toll Free)

Geschäftsbestätigung / Trade Confirmation

BAADER

31.07.2014

Clearing & Settlement

T +49 89 5150 1733
F +49 89 5150 2433
equities@baaderbank.de

Optimus Fonder AB
Hammarby Kaj 16
120 30 Stockholm - SE

Att:	**Fax/Email:**
Confirmation, Optimus Fonder AB Backoffice, Optimus Fonder AB	info@optimusfonder.se optimus.backoffice@ws.se

Geschäftsnummer / Trade Reference	15647670	
Käufer / Buyer	Optimus Fonder AB Optimus High Yield -	
Verkäufer / Seller	Baader Bank AG	
Geschäftsdatum / Trade Date	30.07.14	
Geschäftszeit / Trade Time	13:36:14	
Valuta / Value Date	11.08.14	
Börsenkürzel / Symbol		
ISIN-Code	NL0010866471	
Wertpapierbez. / Security	3 YEAR USD PUT EMERGING MARKET BASKET CALL WARRENT	
Nominale / Quantity	500	
Netto Kurs / Net Price	3.510,0000	USD
Ausmachender Betrag / Settlement Amount	1.755.000,00	USD
Settlement Type	Versus Payment	
Your Settlement Instruction	PSET: MGTCBEBE REAG: CHASGB2L 23859 Buy: Swedbank	
Our Settlement Instruction	PSET: CEDELULL DEAG: CEDELULL 62013 Sell: FMBKDEMM	
Verwendungszweck / Narrative	NL0010866471	

Reklamationen richten Sie bitte innerhalb von 24 Stunden an unsere Wertpapierabwicklung.
Please submit any discrepancies within 24 hours to our settlement department.

Bitte senden Sie alle Geschäftsbestätigungen an diese E-Mail-Adresse bzw. Faxnummer:
Please confirm every trade to this email or this fax:

equities@baaderbank.de, F +49 89 5150 2433

ESB-15647670-0

Baader Bank Aktiengesellschaft
Weihenstephaner Straße 4
85716 Unterschleißheim
GERMANY

T +49 89 5150 0
F +49 89 5150 1111
info@baaderbank.de
www.baaderbank.de

Fup bilaga 12 B

Management Board: Jutta Baader (CEO),
Nico Baader, Svetlana Ehrichmann
Chairman of the Supervisory Board:
Dr. Horst Schiessl

Commercial Register Munich HRB 21
Principal Office: Unterschle
Tax No. 143/100/10066
V.A.T. DE114123893

605

Office Outlook Web Access | Type here to search | This Folder | Address Book | Options | Log Off

Mail
Calendar
Contacts

Deleted Items (8)
Drafts
Inbox (15)
Junk E-Mail [23]
Sent Items

Click to view all folders

Deleted Messages (413)
SAVE (2)

Manage Folders...

Reply | Reply to All | Forward | Move | Delete | Junk | Close

Ltd...

Emil Amir Ingmanson [emil@solidequity.se]

Sent: Friday, March 23, 2012 12:43 AM
To: Mark Bishop
Attachments: UCSOLID[3].pdf (79 KB) [Open as Web Page]

Hi Mark,

Good luck today!

Here is the Ltd we were talking about. Please change our agreement to this company.

Bank information
Barclays Bank, London
IBAN GB04 BARC 2095 6133 3139 80
Swift Code BARCGB22

Best Regards,

Emil Amir Ingmanson
Solid Equity AB
Hammarby Kaj 16
120 30 Stockholm, Sweden
Office phone: +4685-172 07 00
Mobile phone: +4670-397 81 00
emil@solidequity.se
www.solidequity.se

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Connected to Microsoft Exchange

Cash Management

Print Single Wire Transfer

Ref #: 695375
Created by: A.B.S.I.G. LLC - 08/20/2013 04:18 am PDT
Approved by: A.B.S.I.G. LLC - 08/20/2013 04:18 am PDT

SENDER

Name: A.B.S.I.G. LLC
Tax ID #: 262582511
Address: 707 BROADWAY 18TH FLOOR
City: SAN DIEGO
State: California
ZIP/Postal Code: 92101
Phone Number: 9492516959

Account to Debit: ABSIG 1217728:*7728
Amount: $ $98,508.00
Submit date: 08/20/2013

BENEFICIARY

Beneficiary's Full Name: Assume Holding AB
Beneficiary's Address 1: Vädursgatan 5
Beneficiary's Address 2:
Beneficiary's City: Gothenburg
Beneficiary's Region/State:
Beneficiary's Country: SWEDEN
ZIP/Postal Code: SE-412 50
Beneficiary's Account: IBAN SE6580000810599343508009
Special Instructions for the Beneficiary: Additional payment on remaining accounts of SEK 73.177.501

INTERMEDIARY INSTITUTION*(optional)*

If data is entered in a single field in this section all fields in this section become required.

Code Type:
Local Clearing Code:
Institution Name:
Institution Address:
Institution City:
Institution Region/State:
Institution Country:

BENEFICIARY INSTITUTION

Code Type: BIC/SWIFT Code SWEDSESS
Local Clearing Code:
Institution Name: Swedbank
Institution Address: Gothenburg
Institution City: Gothenburg
Institution Region/State:
Institution Country SWEDEN
ZIP/Postal Code: 530 40

Cash Management

Print Single Wire Transfer

Ref #: 695376
Created by: A.B.S.I.G. LLC - 08/20/2013 04:22 am PDT
Approved by: A.B.S.I.G. LLC - 08/20/2013 04:22 am PDT

SENDER

Name: A.B.S.I.G. LLC
Tax ID #: 262582511
Address: 707 BROADWAY 18TH FLOOR
City: SAN DIEGO
State: California
ZIP/Postal Code: 92101
Phone Number: 9492516959

Account to Debit: ABSIG 1217728:*7728
Amount: $ $98,508.00
Submit date: 08/20/2013

BENEFICIARY

Beneficiary's Full Name: Dynamiq Creation AB
Beneficiary's Address 1: Kupeskärsgatan 63
Beneficiary's Address 2:
Beneficiary's City: Västra Frölunda
Beneficiary's Region/State:
Beneficiary's Country: SWEDEN
ZIP/Postal Code: SE-421 60
Beneficiary's Account: IBAN SE5450000000050441191134
Special Instructions for the Beneficiary: Additional payment on remaining accounts of SEK 73.177.501

INTERMEDIARY INSTITUTION*(optional)*

If data is entered in a single field in this section all fields in this section become required.

Code Type:
Local Clearing Code:
Institution Name:
Institution Address:
Institution City:
Institution Region/State:
Institution Country:

BENEFICIARY INSTITUTION

Code Type: BIC/SWIFT Code ESSESESS
Local Clearing Code:
Institution Name: SEB
Institution Address: Gothenburg
Institution City: Gothenburg
Institution Region/State:
Institution Country SWEDEN
ZIP/Postal Code: 405 04

7-3-2014

Sold tomorrow BSABS 1,064,569

Sold Falcon MONA 2,388,461

Paid 1,032,630 on 7-8-2014. "I must've missed interest pmt. Will reconcile and pay it out."

- LBUSMCU 0C1A14 B2, 139336W66, 6.363541%, 2,197,000 orig face

-457203 — 27 - Omni basis (Lisa MTM) [MUST BE 27.50] *

-524803 — 31 - ABSIG basis

-609303 — 36 - MAB basis

-947305 — 56 - Falcon purchase @ (8.80-?% yield)

assumptions: Prepay 32, CDR 1, Loss Sev 10, mat

- AVMLT 0601X1, 941G1PB36, 2.33602%, 5540,000 orig face

-530945 — 6 - Omni basis (Lisa MTM) [MUST BE 12.25] *

-618689 — 7 - ABSIG basis

-1,013,536 — 115 - MAB basis

-1,671,614 — 19 - Falcon purchase @ (10.428% yield)

assumptions: Prepay 6, CDR 2, Loss Sev. 10, mat

* [See Lisa email dated 7-3-2014 on "gmail"]

(1) ABS INVESTMENT GROUP

(2) ZEPTUNUS LIMITED

CORPORATE CONSULTANCY AGREEMENT

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THIS AGREEMENT, is made as of 19th April 2013 **BETWEEN**

(1) **ABS INVESTMENT GROUP**, a limited liability company incorporated under the laws of California having its principal place of business at 707 Broadway, San Diego, California 92101 (the "Company")

AND

(2) **ZEPTUNUS LIMITED**, a company incorporated under the laws of the Isle of Man having its principal place of business at First Floor, Ragnall House, 18 Peel Road, Douglas, Isle of Man, IM1 4LZ (the "Consultant").

WHEREAS

A. The Consultant has certain skills and abilities and provides consultancy services which the Company wishes to avail of on a non-exclusive "as required" basis.

B. The Consultant as an independent contractor is willing and hereby agrees to provide services to the Company as set out herein:-

NOW IT IS HEREBY AGREED as follows:

1 **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Agreement unless the context otherwise requires or unless otherwise specified:-

"Business Day" means a day (other than a Saturday or Sunday) on which clearing banks are generally open for business in the United Kingdom;

"Confidential Information" means any proprietary information, whether or not protectible as a trade secret which provides an advantage to a competitor or which a party wishes to designate as confidential for a valid business reason or, without prejudice to the generality of the foregoing, which concerns the business, finance or organisation of the Company, its subsidiaries whether direct or indirect of which it holds a majority percentage of the voting equity capital, and its joint ventures, its suppliers or customers which shall have come to the Consultant's knowledge during the course of this Agreement. By way of illustration only and not limitation information will prima facie be confidential if it relates to trade secrets, research and developments, information relating to the Intellectual Property, software (object or source codes), suppliers and their production and delivery capabilities, customers and details of their particular business and requirements, costings, profit margins, discounts, rebates and other financial information, marketing and selling strategies and tactics, current activities and current and future plans relating to all or any of development or sales including the timing of all or any such matters, the development of new products, or technical design or specifications of the products of the Company;

"Intellectual Property" means discoveries, concepts, ideas and improvements to existing technology whether or not written down or otherwise converted to tangible form, patents, designs, trade marks, trade names, goodwill, copyrights, all rights in inventions, designs, processes, formulae, notations, improvements, know-how, goodwill, reputation, moulds, get-up, computer programmes and analogous property,

Fup bilaga 12 B 612

plans, models, literary, dramatic, musical and artistic works and all other forms of industrial or intellectual property (in each case in any part of the world and whether or not registered or registerable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof) and all applications for registration thereof and all rights and interests, present and future, thereto and therein.

"Services" means the consultancy services and any other services to be provided by the Consultant as agreed with the Company from time to time.

"Territory" means worldwide .

1.2 **Interpretation**

In this Agreement unless the context otherwise requires or unless otherwise specified:-

1.2.1 any reference to any statutory provision, or to any order or regulation shall be construed as a reference to that provision, order or regulation as extended, modified, replaced or re-enacted from time to time (whether before or after the date of this Agreement) and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom (whether before or after the date of this Agreement);

1.2.2 words denoting any gender include all genders and words denoting the singular include the plural and vice versa;

1.2.3 headings are for convenience only and shall not affect the construction or interpretation of this Agreement; and

1.2.4 if any action or duty to be taken or performed under any of the provisions of this Agreement would fall to be taken or performed on a day which is not a Business Day such action or duty shall be taken or performed on the Business Day next following such day.

2 **CONSULTANCY SERVICES**

The Company engages the Consultant to provide the Services in or for the Territory and the Consultant agrees to provide the Services upon the terms and conditions set out herein.

3 **DURATION**

This Agreement shall be deemed to have commenced on the 1st January 2013 notwithstanding the date of signature hereof and shall continue until terminated by either party giving to the other not less than one month's notice in writing or until terminated by satisfactory completion of the Services.

4 **CONSULTANT'S OBLIGATIONS**

4.1 For the purpose of this Agreement and the provision of the Services, the Consultant shall procure and provide and make available to the Company, as required, the services, skills and expertise of suitable person(s) and any additional or substitute person(s) as may be agreed between the parties hereto ("the Consultant's Representative(s)").

Fup bilaga 12 B 613

4.2 The Consultant shall provide, and shall procure that the Consultant's Representative(s) shall on behalf of the Consultant provide, the Services with reasonable care and skill and to the best of its and their skill and ability.

4.3 The Consultant is retained on a non-exclusive "as required" basis to provide the Services to the Company at such times and at such locations as the Company and the Consultant shall agree from time to time.

4.4 The Consultant shall forthwith withdraw any Consultant's Representative in respect of whom an objection is notified for any reason by the Company.

5. FEE

The Company will pay to the Consultant a fee to be agreed from time to time, such fee to be exclusive of Valued Added Tax (if applicable) and subject to review from time to time with any resulting change in fee not vitiating or otherwise affecting the terms of this Agreement. The Company shall pay the Consultant all amounts due and owing within 7 days of presentation of invoice by the Consultant or its nominated collection agent. Consultant shall use its best efforts to present such invoice on a monthly basis on or near the 1st day of each month following the provision of services.

6. USE OF CONFIDENTIAL INFORMATION

6.1 Acknowledgements by the Consultant

The Consultant acknowledges:-

6.1.1. that the Company is in a unique and highly specialised business involving products/services which are highly sophisticated and technical in nature;

6.1.2. that the Company market is national and international in scope with a limited number of competitors;

6.1.3. that the Company possesses a valuable body of Confidential Information; and

6.1.4. that the Company will give the Consultant access to Confidential Information in order to facilitate the proper provision of the Services.

6.2 The Consultant, its servants or agents (including the Consultant's Representative(s)) shall keep secret and shall not at any time either during the term of this Agreement, or after its termination for whatever reason, use, communicate, reveal, or cause any unauthorised disclosure whether through any failure to exercise all due care and diligence or otherwise, to any person for its own or another's benefit, any of the Confidential Information of the Company by their suppliers or customers which shall have come to its knowledge during the course of this Agreement. The Consultant shall also use its best endeavours to prevent the publication or disclosure of any such Confidential Information.

6.3 All notes, memoranda, documents, records and writing made, received or obtained by the Consultant or the Consultant's Representative(s) on any matters relating to the organisation, business, finance, customers, suppliers, dealings, transactions or affairs of the Company shall be treated as confidential and shall be and remain the property of the Company and shall be delivered by the Consultant to the Company forthwith upon request.

6.4 The restrictions contained in this clause shall not apply to any disclosure authorised by the Company required in the ordinary and proper course of the provision of the Services under this Agreement or as required by the order of a court of competent jurisdiction or an appropriate regulatory authority or any information which the Consultant can demonstrate was known to the Consultant prior to the commencement of this Agreement or is in the public domain otherwise than as a result of a breach of this clause.

6.5 Upon termination of this Agreement for whatever reason the Consultant shall, and shall procure that the Consultant's Representative(s) shall, deliver up to the Company all working papers, computer discs, object and source codes, and other materials and copies provided to it or him pursuant to this Agreement or prepared by the Consultant in pursuance of this Agreement.

6.6 The Consultant shall not at any time, and shall procure that the Consultant's Representative(s) shall not, without the prior consent in writing of the Company, remove from the Company's premises any papers, materials or copies provided to it pursuant to this Agreement or prepared by the Consultant in pursuance of this Agreement.

6.7 The terms and existence of this Agreement and the fact that the Consultant is providing or has provided the services for the Company shall be and remain secret and confidential unless otherwise agreed in writing by the Company.

7. STATUS AND INDEMNITY

7.1 It is hereby declared that the Consultant's Representative(s) is/are not and will not become employees or agents of the Company and shall not be entitled to any fee, salary, pension, bonus, or other fringe benefits from the Company and it is agreed that the Consultant shall be responsible for all payments to the Consultant's Representative(s) for (their) services to the Consultant for the purposes of this Agreement and will be responsible for, if applicable, the deduction of income tax liabilities and national insurance or similar contributions in respect of any payments to the Consultant's Representative(s) and the Consultant hereby agrees to indemnify and hold harmless the Company against any claims or demands that may be made by the relevant authorities in respect of income tax, National Insurance, penalties or interest relating to payments to the Consultant's Representative(s) in respect of their services to the Consultant for the purposes of this Agreement.

7.2 It is further alleged and declared that this Agreement shall not constitute or create a partnership between the parties or between either party and any other person with whom the Company may enter into a contract for services or of service.

7.3 It is acknowledged by the Company that the Consultant will be free to undertake activities and offer the same or other services (including the services of the Consultant's Representative(s)) at the same time or otherwise to other parties.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 This clause 8 applies to any Intellectual Property produced invented or discovered by the Consultant, its servants or agents, including the Consultant's Representative(s), whether alone or with any other person at any time during the term of this Agreement which relates directly to the business of the Company or which may in the opinion of the Company be capable of being used or adapted for use therein.

8.2 All Intellectual Property to which this clause 8 applies shall to the fullest extent permitted by law belong to, vest in and be the absolute sole and unencumbered property of the Company.

8.3 The Consultant hereby:

8.3.1 undertakes to notify and disclose to the Company in writing full details of all Intellectual Property to which this clause applies forthwith upon the production, invention or discovery of the same, and promptly whenever requested by the Company and in any event upon the termination of this Agreement deliver up to the Company all correspondence and other documents papers and records and all copies thereof in its possession, custody or power relating to any Intellectual Property;

8.3.2 undertakes to hold on trust for the benefit of the Company any Intellectual Property to the extent that the same may not be, and until the same is, vested absolutely in the Company;

8.3.3 assigns by way of present assignment of future copyright all copyright in all Intellectual Property to which this clause applies;

8.3.4 acknowledges that, save as provided in this Agreement no further remuneration or compensation is or may become due to the Consultant, its servants or agents, including the Consultant's Representative(s), in respect of the performance of its obligations under this clause;

8.3.5 undertakes at the expense of the Company to execute all such documents, make such applications, give such assistance and do such acts and things as may in the opinion of the Company be necessary or desirable to vest in and register or obtain letters patent in the name of the Company and otherwise to protect and maintain the Intellectual Property;

8.3.6 irrevocably appoints the Company or its nominee as its attorney to execute and sign as the Consultant's act and deed in its name and on its behalf all documents as the Company may consider requisite for the perfection of the pledge hereby evidenced.

8.3.7 to the extent that by law any Intellectual Property or the rights therein do not, or are not permitted to or cannot, vest in or belong to the Company the Consultant agrees immediately upon the same coming into existence to offer the Company a right of first refusal to acquire the same on arms length terms to be agreed between the parties and in the absence of agreement within thirty days of such offer to be decided upon by an arbitrator to be appointed by the President for the time being of the Law Society of the Isle of Man (whose decision shall be final and binding on the parties and whose costs shall be borne equally by the parties).

9. FACILITIES

The Consultant shall provide the Services either from its principal place of business in the Isle of Man or in the Territory, as necessary and shall, provide all materials, equipment and facilities necessary for the proper performance of the Services.

10. SEVERABILITY

In the event that any of these terms, conditions or provisions, or any part thereof, should be determined to be invalid, unlawful or unenforceable, such term, condition or provision, or any part thereof, shall be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

11. BINDING ON SUCCESSORS AND ASSIGNMENTS

11.1 This Agreement shall enure for the benefit of and be binding upon the respective parties hereto and their respective assigns and successors.

11.2 Neither party may assign or transfer this Agreement or any of the rights arising hereunder without the prior written consent of the other party..

12. VARIATION

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties hereto.

13. WHOLE AGREEMENT

This Agreement contains the whole agreement between the parties hereto relating to the transactions provided for in this Agreement and supersedes all previous agreements (if any) between such parties in respect of such matters and each of the parties to this Agreement acknowledges that in agreeing to enter into this Agreement it has not relied on any representations or warranties except for those contained in this Agreement.

14. WAIVER, RELEASE AND REMEDIES

14.1 A waiver by the Company of any breach by the Consultant of any of the terms, provisions or conditions of this Agreement or the acquiescence of the Company in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term, provision or condition or an acquiescence to any subsequent act contrary thereto.

14.2 Any remedy or right conferred upon the Company for breach of this Agreement shall be in addition to and without prejudice to all other rights and remedies available to it whether pursuant to this Agreement or otherwise provided for by law.

14.3 No failure or delay by the Company in exercising any claim, remedy, right, power or privilege under this Agreement shall operate as a waiver nor shall a single or partial exercise of any claim, remedy, right, power or privilege preclude any further exercise thereof or exercise of any other claim, remedy, right, power or privilege.

15. NOTICES

Any notice or other communication whether required or permitted to be given hereunder shall be given in writing and shall be deemed to have been duly given if delivered by hand against receipt of the addressee or if transmitted by fax or sent by prepaid registered post addressed to the party to whom such notice is to be given at the address set out for such party herein (or such other address as such party may from time to time designate in writing to the other party hereto in accordance with the

provisions of this clause 15). Any such notice shall be deemed to have been duly given if delivered at the time of delivery, if transmitted by fax at the time of termination of the transmission and if sent by prepaid registered post as aforesaid forty eight hours after the same shall have been posted.

16. EXECUTION

This Agreement shall first be executed by the Company, but will have no legal effect whatsoever until it is executed, in duplicate, by the Consultant at its principal place of business in the Isle of Man.

IN WITNESS whereof this Agreement has been duly executed as of the date shown at the beginning of this Agreement.

EXECUTED AS A DEED ON BEHALF OF ABS INVESTMENT GROUP:

……..
Mark Bishop
Manager

EXECUTED AS A DEED ON BEHALF OF ZEPTUNUS LIMITED:
in the presence of:

…….
Director

…..……
Director

(1) SOLID VENTURE CAPITAL LIMITED

(2) ZEPTUNUS LIMITED

CORPORATE CONSULTANCY AGREEMENT

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THIS AGREEMENT, is made as of 19th April 2013 **BETWEEN**

(1) **SOLID VENTURE CAPITAL LIMITED**, a company incorporated under the laws of Malta having its principal place of business at Abacus Suite,1, Old Railway Track, Santa Venera, Malta. (the "Company")

AND

(2) **ZEPTUNUS LIMITED**, a company incorporated under the laws of the Isle of Man having its principal place of business at First Floor, Ragnall House, 18 Peel Road, Douglas, Isle of Man, IM1 4LZ (the "Consultant").

WHEREAS

A. The Consultant has certain skills and abilities and provides consultancy services which the Company wishes to avail of on a non-exclusive "as required" basis.

B. The Consultant as an independent contractor is willing and hereby agrees to provide services to the Company as set out herein:-

NOW IT IS HEREBY AGREED as follows:

1 **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Agreement unless the context otherwise requires or unless otherwise specified:-

"Business Day" means a day (other than a Saturday or Sunday) on which clearing banks are generally open for business in the United Kingdom;

"Confidential Information" means any proprietary information, whether or not protectible as a trade secret which provides an advantage to a competitor or which a party wishes to designate as confidential for a valid business reason or, without prejudice to the generality of the foregoing, which concerns the business, finance or organisation of the Company, its subsidiaries whether direct or indirect of which it holds a majority percentage of the voting equity capital, and its joint ventures, its suppliers or customers which shall have come to the Consultant's knowledge during the course of this Agreement. By way of illustration only and not limitation information will prima facie be confidential if it relates to trade secrets, research and developments, information relating to the Intellectual Property, software (object or source codes), suppliers and their production and delivery capabilities, customers and details of their particular business and requirements, costings, profit margins, discounts, rebates and other financial information, marketing and selling strategies and tactics, current activities and current and future plans relating to all or any of development or sales including the timing of all or any such matters, the development of new products, or technical design or specifications of the products of the Company;

"Intellectual Property" means discoveries, concepts, ideas and improvements to existing technology whether or not written down or otherwise converted to tangible form, patents, designs, trade marks, trade names, goodwill, copyrights, all rights in inventions, designs, processes, formulae, notations, improvements, know-how, goodwill, reputation, moulds, get-up, computer programmes and analogous property,

Fup bilaga 12 B 621

plans, models, literary, dramatic, musical and artistic works and all other forms of industrial or intellectual property (in each case in any part of the world and whether or not registered or registerable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof) and all applications for registration thereof and all rights and interests, present and future, thereto and therein.

"Services" means the consultancy services and any other services to be provided by the Consultant as agreed with the Company from time to time.

"Territory" means worldwide .

1.2 **Interpretation**

In this Agreement unless the context otherwise requires or unless otherwise specified:-

1.2.1 any reference to any statutory provision, or to any order or regulation shall be construed as a reference to that provision, order or regulation as extended, modified, replaced or re-enacted from time to time (whether before or after the date of this Agreement) and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom (whether before or after the date of this Agreement);

1.2.2 words denoting any gender include all genders and words denoting the singular include the plural and vice versa;

1.2.3 headings are for convenience only and shall not affect the construction or interpretation of this Agreement; and

1.2.4 if any action or duty to be taken or performed under any of the provisions of this Agreement would fall to be taken or performed on a day which is not a Business Day such action or duty shall be taken or performed on the Business Day next following such day.

2 **CONSULTANCY SERVICES**

The Company engages the Consultant to provide the Services in or for the Territory and the Consultant agrees to provide the Services upon the terms and conditions set out herein.

3 **DURATION**

This Agreement shall be deemed to have commenced on the 1st January 2013 notwithstanding the date of signature hereof and shall continue until terminated by either party giving to the other not less than one month's notice in writing or until terminated by satisfactory completion of the Services.

4 **CONSULTANT'S OBLIGATIONS**

4.1 For the purpose of this Agreement and the provision of the Services, the Consultant shall procure and provide and make available to the Company, as required, the services, skills and expertise of suitable person(s) and any additional or substitute person(s) as may be agreed between the parties hereto ("the Consultant's Representative(s)").

4.2 The Consultant shall provide, and shall procure that the Consultant's Representative(s) shall on behalf of the Consultant provide, the Services with reasonable care and skill and to the best of its and their skill and ability.

4.3 The Consultant is retained on a non-exclusive "as required" basis to provide the Services to the Company at such times and at such locations as the Company and the Consultant shall agree from time to time.

4.4 The Consultant shall forthwith withdraw any Consultant's Representative in respect of whom an objection is notified for any reason by the Company.

5. FEE

The Company will pay to the Consultant a fee to be agreed from time to time, such fee to be exclusive of Valued Added Tax (if applicable) and subject to review from time to time with any resulting change in fee not vitiating or otherwise affecting the terms of this Agreement. The Company shall pay the Consultant all amounts due and owing within 7 days of presentation of invoice by the Consultant or its nominated collection agent. Consultant shall use its best efforts to present such invoice on a monthly basis on or near the 1st day of each month following the provision of services.

6. USE OF CONFIDENTIAL INFORMATION

6.1 Acknowledgements by the Consultant

The Consultant acknowledges:-

6.1.1. that the Company is in a unique and highly specialised business involving products/services which are highly sophisticated and technical in nature;

6.1.2. that the Company market is national and international in scope with a limited number of competitors;

6.1.3. that the Company possesses a valuable body of Confidential Information; and

6.1.4. that the Company will give the Consultant access to Confidential Information in order to facilitate the proper provision of the Services.

6.2 The Consultant, its servants or agents (including the Consultant's Representative(s)) shall keep secret and shall not at any time either during the term of this Agreement, or after its termination for whatever reason, use, communicate, reveal, or cause any unauthorised disclosure whether through any failure to exercise all due care and diligence or otherwise, to any person for its own or another's benefit, any of the Confidential Information of the Company by their suppliers or customers which shall have come to its knowledge during the course of this Agreement. The Consultant shall also use its best endeavours to prevent the publication or disclosure of any such Confidential Information.

6.3 All notes, memoranda, documents, records and writing made, received or obtained by the Consultant or the Consultant's Representative(s) on any matters relating to the organisation, business, finance, customers, suppliers, dealings, transactions or affairs of the Company shall be treated as confidential and shall be and remain the property of the Company and shall be delivered by the Consultant to the Company forthwith upon request.

6.4 The restrictions contained in this clause shall not apply to any disclosure authorised by the Company required in the ordinary and proper course of the provision of the Services under this Agreement or as required by the order of a court of competent jurisdiction or an appropriate regulatory authority or any information which the Consultant can demonstrate was known to the Consultant prior to the commencement of this Agreement or is in the public domain otherwise than as a result of a breach of this clause.

6.5 Upon termination of this Agreement for whatever reason the Consultant shall, and shall procure that the Consultant's Representative(s) shall, deliver up to the Company all working papers, computer discs, object and source codes, and other materials and copies provided to it or him pursuant to this Agreement or prepared by the Consultant in pursuance of this Agreement.

6.6 The Consultant shall not at any time, and shall procure that the Consultant's Representative(s) shall not, without the prior consent in writing of the Company, remove from the Company's premises any papers, materials or copies provided to it pursuant to this Agreement or prepared by the Consultant in pursuance of this Agreement.

6.7 The terms and existence of this Agreement and the fact that the Consultant is providing or has provided the services for the Company shall be and remain secret and confidential unless otherwise agreed in writing by the Company.

7. STATUS AND INDEMNITY

7.1 It is hereby declared that the Consultant's Representative(s) is/are not and will not become employees or agents of the Company and shall not be entitled to any fee, salary, pension, bonus, or other fringe benefits from the Company and it is agreed that the Consultant shall be responsible for all payments to the Consultant's Representative(s) for (their) services to the Consultant for the purposes of this Agreement and will be responsible for, if applicable, the deduction of income tax liabilities and national insurance or similar contributions in respect of any payments to the Consultant's Representative(s) and the Consultant hereby agrees to indemnify and hold harmless the Company against any claims or demands that may be made by the relevant authorities in respect of income tax, National Insurance, penalties or interest relating to payments to the Consultant's Representative(s) in respect of their services to the Consultant for the purposes of this Agreement.

7.2 It is further alleged and declared that this Agreement shall not constitute or create a partnership between the parties or between either party and any other person with whom the Company may enter into a contract for services or of service.

7.3 It is acknowledged by the Company that the Consultant will be free to undertake activities and offer the same or other services (including the services of the Consultant's Representative(s)) at the same time or otherwise to other parties.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 This clause 8 applies to any Intellectual Property produced invented or discovered by the Consultant, its servants or agents, including the Consultant's Representative(s), whether alone or with any other person at any time during the term of this Agreement which relates directly to the business of the Company or which may in the opinion of the Company be capable of being used or adapted for use therein.

8.2 All Intellectual Property to which this clause 8 applies shall to the fullest extent permitted by law belong to, vest in and be the absolute sole and unencumbered property of the Company.

8.3 The Consultant hereby:

8.3.1 undertakes to notify and disclose to the Company in writing full details of all Intellectual Property to which this clause applies forthwith upon the production, invention or discovery of the same, and promptly whenever requested by the Company and in any event upon the termination of this Agreement deliver up to the Company all correspondence and other documents papers and records and all copies thereof in its possession, custody or power relating to any Intellectual Property;

8.3.2 undertakes to hold on trust for the benefit of the Company any Intellectual Property to the extent that the same may not be, and until the same is, vested absolutely in the Company;

8.3.3 assigns by way of present assignment of future copyright all copyright in all Intellectual Property to which this clause applies;

8.3.4 acknowledges that, save as provided in this Agreement no further remuneration or compensation is or may become due to the Consultant, its servants or agents, including the Consultant's Representative(s), in respect of the performance of its obligations under this clause;

8.3.5 undertakes at the expense of the Company to execute all such documents, make such applications, give such assistance and do such acts and things as may in the opinion of the Company be necessary or desirable to vest in and register or obtain letters patent in the name of the Company and otherwise to protect and maintain the Intellectual Property;

8.3.6 irrevocably appoints the Company or its nominee as its attorney to execute and sign as the Consultant's act and deed in its name and on its behalf all documents as the Company may consider requisite for the perfection of the pledge hereby evidenced.

8.3.7 to the extent that by law any Intellectual Property or the rights therein do not, or are not permitted to or cannot, vest in or belong to the Company the Consultant agrees immediately upon the same coming into existence to offer the Company a right of first refusal to acquire the same on arms length terms to be agreed between the parties and in the absence of agreement within thirty days of such offer to be decided upon by an arbitrator to be appointed by the President for the time being of the Law Society of the Isle of Man (whose decision shall be final and binding on the parties and whose costs shall be borne equally by the parties).

9. FACILITIES

The Consultant shall provide the Services either from its principal place of business in the Isle of Man or in the Territory, as necessary and shall, provide all materials, equipment and facilities necessary for the proper performance of the Services.

10. SEVERABILITY

In the event that any of these terms, conditions or provisions, or any part thereof, should be determined to be invalid, unlawful or unenforceable, such term, condition or provision, or any part thereof, shall be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

11. BINDING ON SUCCESSORS AND ASSIGNMENTS

11.1 This Agreement shall enure for the benefit of and be binding upon the respective parties hereto and their respective assigns and successors.

11.2 Neither party may assign or transfer this Agreement or any of the rights arising hereunder without the prior written consent of the other party..

12. VARIATION

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties hereto.

13. WHOLE AGREEMENT

This Agreement contains the whole agreement between the parties hereto relating to the transactions provided for in this Agreement and supersedes all previous agreements (if any) between such parties in respect of such matters and each of the parties to this Agreement acknowledges that in agreeing to enter into this Agreement it has not relied on any representations or warranties except for those contained in this Agreement.

14. WAIVER, RELEASE AND REMEDIES

14.1 A waiver by the Company of any breach by the Consultant of any of the terms, provisions or conditions of this Agreement or the acquiescence of the Company in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term, provision or condition or an acquiescence to any subsequent act contrary thereto.

14.2 Any remedy or right conferred upon the Company for breach of this Agreement shall be in addition to and without prejudice to all other rights and remedies available to it whether pursuant to this Agreement or otherwise provided for by law.

14.3 No failure or delay by the Company in exercising any claim, remedy, right, power or privilege under this Agreement shall operate as a waiver nor shall a single or partial exercise of any claim, remedy, right, power or privilege preclude any further exercise thereof or exercise of any other claim, remedy, right, power or privilege.

15. NOTICES

Any notice or other communication whether required or permitted to be given hereunder shall be given in writing and shall be deemed to have been duly given if delivered by hand against receipt of the addressee or if transmitted by fax or sent by prepaid registered post addressed to the party to whom such notice is to be given at the address set out for such party herein (or such other address as such party may from time to time designate in writing to the other party hereto in accordance with the

provisions of this clause 15). Any such notice shall be deemed to have been duly given if delivered at the time of delivery, if transmitted by fax at the time of termination of the transmission and if sent by prepaid registered post as aforesaid forty eight hours after the same shall have been posted.

16. EXECUTION

This Agreement shall first be executed by the Company, but will have no legal effect whatsoever until it is executed, in duplicate, by the Consultant at its principal place of business in the Isle of Man.

IN WITNESS whereof this Agreement has been duly executed as of the date shown at the beginning of this Agreement.

EXECUTED AS A DEED ON BEHALF OF	)	
SOLID VENTURE CAPITAL LIMITED	)	…….
in the presence of:	)	Director
	)	
	)	…..……
	)	Director

EXECUTED AS A DEED ON BEHALF OF	)	
ZEPTUNUS LIMITED	)	…….
in the presence of:	)	Director
	)	
	)	…..……
	)	Director

[Mark Bishop <mbishop@absig.com>]
Sun, 08/04/2013 07:41 PM

From: [Mark Bishop <mbishop@absig.com>]
To: [StephenDoyle@equiom.im]
Cc: [Jenny Mackintosh <JennyMackintosh@equiom.im>]
Subject: Re: RE: RE: Zeptunus Limited...

Stephen -

We have answered all of your questions which we feel do not compromise our confidentiality with our client relationships. Furthermore, we have no relationship, non-disclosure agreement, or confidentiality agreement with your firm.

We are very happy with our relationship with Zeptunus, and look forward to ongoing and a mutually beneficial relationship with them. However, if you require additional information, please contact Zeptunus directly.

Regards,

Mark

==========
Mark Bishop
mbishop@absig.com
+1 949 678 9574

On Sat, 08/03/2013 12:58 PM, Stephen Doyle <StephenDoyle@equiom.im> wrote:

> Dear Mike
>
> Thanks for the email.
>
> Do you have some form of accounts reconciliation so that we can tie in the sum to the services provided and how the amount is calculated and agree what is owing? Also going forward what you expect in terms of services and amounts payable? Can you let me know too what the nature of the asset backed securities is and to whom they are being marketed/sold?
>
> I am away from the office until 15th August. I will pick up emails periodically and Jenny Mackintosh will deal with any queries here in my absence.
>
> Kind regards
>
> Steve
>
> **Stephen Doyle**
> **Senior Manager - Fiduciary Services**
> **Equiom**
> Equiom (Isle of Man) Limited
> Jubilee Buildings, Victoria Street, Douglas, Isle of Man, IM1 2SH
> Tel: +44 (0) 1624 699111 Main: +44 (0) 1624 699000 Fax: +44 (0) 1624 699001 Mob: +44 (0) 7624 487556
> stephendoyle@equiom.im
> www.equiom.im
>
> Equiom (Isle of Man) Limited is licensed by the Isle of Man Financial Supervision Commission.
> Registered Office: Jubilee Buildings, Victoria Street, Douglas, Isle of Man, IM1 2SH. Registered in the Isle of Man: No 011582C
> You are advised to view our email disclaimer
>
> ---
>
> **From:** Mark Bishop [mailto:mbishop@absig.com]
> **Sent:** 31 July 2013 15:32

To: Stephen Doyle
Subject: Re: RE: Zeptunus Limited...

Steve -

Payables to Zeptunus are at SEK 3.787.272, representing transaction fees for services provided on approximately SEK 280.646.000 volume of purchased asset-backed securities. The current payment of approximately SEK 2.000.000 is partial payment on total payables. Balance is to be paid 8-30-2013.

Regards,

Mark

==========
Mark Bishop
mbishop@absig.com
+1 949 678 9574

On Wed, 07/31/2013 09:55 AM, Stephen Doyle <StephenDoyle@equiom.im> wrote:
Dear Mark

Are you able to let me know how the sum is calculated?

Kind regards

Steve

Stephen Doyle
Senior Manager - Fiduciary Services
Equiom
Equiom (Isle of Man) Limited
Jubilee Buildings, Victoria Street, Douglas, Isle of Man, IM1 2SH
Tel: +44 (0) 1624 699111 Main: +44 (0) 1624 699000 Fax: +44 (0) 1624 699001 Mob: +44 (0) 7624 487556
stephendoyle@equiom.im
www.equiom.im

Equiom (Isle of Man) Limited is licensed by the Isle of Man Financial Supervision Commission.
Registered Office: Jubilee Buildings, Victoria Street, Douglas, Isle of Man, IM1 2SH. Registered in the Isle of Man: No 011582C
You are advised to view our email disclaimer

From: Mark Bishop [mailto:mbishop@absig.com]
Sent: 31 July 2013 04:43
To: Stephen Doyle
Subject: Zeptunus Limited...

Stephen -

Please be advised that a wire in the amount of USD 305,350 is sent to Zeptunus Limited (account number 58608545) on July 31, 2013, for partial transaction fees due.

If you have any questions, please contact me.

Regards,

Mark

==========
Mark Bishop
mbishop@absig.com
+1 949 678 9574

This e-mail message has been scanned and cleared by **MailMarshal**

Zeptunus
Accounts Payable Schedule

Month		jul-12	aug-12	sep-12	okt-12	nov-12	dec-12
Solid Arbitrage		0 kr	497 830 kr	863 553 kr	339 834 kr	643 799 kr	1 632 545 kr
Zeptunus Receivable		0 kr	62 229 kr	107 944 kr	42 479 kr	80 475 kr	204 068 kr
*** Adjustments**		0 kr	0 kr	0 kr	0 kr	0 kr	0 kr
Total Earned Fees							
Zeptunus per cent (%)	**12,500%**						
Payments		0 kr	0 kr	0 kr	0 kr	0 kr	0 kr
Current Balance Payable		0 kr	62 229 kr	170 173 kr	212 652 kr	293 127 kr	497 195 kr

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631

jan-13	feb-13	mar-13	apr-13	maj-13	jun-13	jul-13	aug-13
1 639 991 kr	5 504 740 kr	0 kr	1 698 676 kr	4 954 777 kr	3 653 761 kr	9 589 385 kr	3 950 102 kr
204 999 kr	688 093 kr	0 kr	212 335 kr	619 347 kr	456 720 kr	1 198 673 kr	493 763 kr
0 kr	0 kr	0 kr	0 kr	0 kr	169 932 kr	0 kr	0 kr
0 kr	0 kr	0 kr	0 kr	0 kr	260 022 kr	2 000 000 kr	1 140 517 kr
702 194 kr	1 390 287 kr	1 390 287 kr	1 602 621 kr	2 221 968 kr	2 588 598 kr	1 787 272 kr	1 140 517 kr

* JULY 2013 NOTES: SVC arb @ 5% of
* AUG 2013 NOTES

Fup bilaga 12 B

632

sep-13	okt-13	nov-13	dec-13	TOTAL
0 kr	0 kr	0 kr	0 kr	**34 968 994 kr**
0 kr	0 kr	0 kr	0 kr	**4 371 124 kr**
0 kr	0 kr	0 kr	0 kr	**169 932 kr**
				4 541 056 kr
0 kr	0 kr	0 kr	0 kr	**3 400 539 kr**
1 140 517 kr	1 140 517 kr	1 140 517 kr	1 140 517 kr	

Fup bilaga 12 B

; SAIL @1,095,000, FNLC @248,500, GSAA @131,790.
S: SVC arb @ 10% of; MANA @ 3.950.102
* SEPT 2013 NOTES: SVC arb @ 10% of;
* OCT 2013 NOTES: SVC arb @ 10% of;
* NOV 2013 NOTES: SVC arb @ 10% of;
* DEC 2013 NOTES: SVC arb @ 10% of;

Cash Management

Print Single Wire Transfer

Ref #: 682526
Created by: ABS Investment Group LLC - 07/30/2013 08:37 pm PDT
Approved by: ABS Investment Group LLC - 07/30/2013 08:37 pm PDT

SENDER

Name: ABS Investment Group LLC
Tax ID #: 262119490
Address: 707 BROADWAY 18TH FLOOR
City: San Diego
State: California
ZIP/Postal Code: 92101
Phone Number: 6192360444

Account to Debit: Checking:*0070
Amount: $ $305,350.00
Submit date: 07/31/2013

BENEFICIARY

Beneficiary's Full Name: Zeptunus Limited
Beneficiary's Address 1: 1st Flr, Jubilee Bldgs, Victoria St
Beneficiary's Address 2:
Beneficiary's City: Douglas
Beneficiary's Region/State:
Beneficiary's Country: ISLE OF MAN
ZIP/Postal Code: IM1 2SH
Beneficiary's Account: IBAN GB60RBOS16588058608545
Special Instructions for the Beneficiary: TRANSACTION FEES.

INTERMEDIARY INSTITUTION*(optional)*

If data is entered in a single field in this section all fields in this section become required.

Code Type:
Local Clearing Code:
Institution Name:
Institution Address:
Institution City:
Institution Region/State:
Institution Country:

BENEFICIARY INSTITUTION

Code Type: BIC/SWIFT Code RBOSIMDX
Local Clearing Code: 16 58 80
Institution Name: Royal Bank of Scotland Intl. Ltd.
Institution Address: PO Box 151, 2 Victoria St
Institution City: Douglas
Institution Region/State:
Institution Country ISLE OF MAN
ZIP/Postal Code: IM99 1NJ

Cash Management

Print Single Wire Transfer

Ref #: 695377
Created by: A.B.S.I.G. LLC - 08/20/2013 04:28 am PDT
Approved by: A.B.S.I.G. LLC - 08/20/2013 04:28 am PDT

SENDER

Name: A.B.S.I.G. LLC
Tax ID #: 262582511
Address: 707 BROADWAY 18TH FLOOR
City: SAN DIEGO
State: California
ZIP/Postal Code: 92101
Phone Number: 9492516959

Account to Debit: ABSIG 1217728:*7728
Amount: $ $175,464.00
Submit date: 08/20/2013

BENEFICIARY

Beneficiary's Full Name: Zeptunus Limited
Beneficiary's Address 1: 1st Flr, Jubilee Bldgs, Victoria St
Beneficiary's Address 2:
Beneficiary's City: Douglas
Beneficiary's Region/State:
Beneficiary's Country: ISLE OF MAN
ZIP/Postal Code: IM1 2SH
Beneficiary's Account: IBAN GB60RBOS16588058608545
Special Instructions for the Beneficiary: Transaction and Service Fees due.

INTERMEDIARY INSTITUTION*(optional)*

If data is entered in a single field in this section all fields in this section become required.

Code Type:
Local Clearing Code:
Institution Name:
Institution Address:
Institution City:
Institution Region/State:
Institution Country:

BENEFICIARY INSTITUTION

Code Type: BIC/SWIFT Code RBOSIMDX
Local Clearing Code: 16 58 80
Institution Name: Royal Bank of Scotland Intl. Ltd.
Institution Address: PO Box 151, 2 Victoria St
Institution City: Douglas
Institution Region/State:
Institution Country ISLE OF MAN
ZIP/Postal Code: IM99 1NJ

Print Single Wire Transfer

Ref #: 729631
Created by: ABS Investment Group LLC - 10/15/2013 02:35 am PDT
Approved by: ABS Investment Group LLC - 10/15/2013 02:35 am PDT

SENDER

Name: ABS Investment Group LLC
Tax ID #: 262119490
Address: 707 BROADWAY 18TH FLOOR
City: San Diego
State: California
ZIP/Postal Code: 92101
Phone Number: 6192360444

Account to Debit: ABS - Consulting Fees & Exp:*0070
Amount: $ $87,732.00
Submit date: 10/15/2013

BENEFICIARY

Beneficiary's Full Name: Zeptunus Limited
Beneficiary's Address 1: 1st Flr, Jubilee Bldgs, Victoria St
Beneficiary's Address 2:
Beneficiary's City: Douglas
Beneficiary's Region/State:
Beneficiary's Country: ISLE OF MAN
ZIP/Postal Code: IM1 2SH
Beneficiary's Account: IBAN GB60RBOS16588058608545
Special Instructions for the Beneficiary: TRANSACTION AND SERVICE FEES DUE ZEPTUNUS ON 10-15-2013.

INTERMEDIARY INSTITUTION*(optional)*

If data is entered in a single field in this section all fields in this section become required.

Code Type:
Local Clearing Code:
Institution Name:
Institution Address:
Institution City:
Institution Region/State:
Institution Country:

BENEFICIARY INSTITUTION

Code Type: BIC/SWIFT Code RBOSIMDX
Local Clearing Code: 16 58 80
Institution Name: Royal Bank of Scotland Intl. Ltd.
Institution Address: PO Box 151, 2 Victoria St
Institution City: Douglas
Institution Region/State:
Institution Country ISLE OF MAN
ZIP/Postal Code: IM99 1NJ

[Stephen Doyle <StephenDoyle@equiom.im>]
Fri, 07/19/2013 11:13 AM

From: [Stephen Doyle <StephenDoyle@equiom.im>]
To: ['Ulf Deckmark' <uffe470@hotmail.com>]
Cc: ['"mbishop@absig.com"' <mbishop@absig.com>]
Subject: RE: Zeptunus Limited

Dear Ulf and Mark

The following are the bank account details for Zeptunus Limited:

Bank:	The Royal Bank of Scotland International Limited PO Box 151, 2 Victoria Street, Douglas, Isle of Man, IM99 1NJ
Sort Code:	16-58-80
BIC:	RBOSIMDX
Account Name:	Zeptunus Limited
Account No.:	58608545
IBAN:	GB60 RBOS 1658 8058 6085 45

Please let me know if you are transferring funds to the company. It would also help if you could let me know how any sum transferred has been calculated.

Mark – please note that the address for Zeptunus Limited has also changed to First Floor, Jubilee Buildings, Victoria Street, Douglas, Isle of Man, IM1 2SH.

Kind regards

Steve

Stephen Doyle
Senior Manager - Fiduciary Services
Equiom
Equiom (Isle of Man) Limited
Jubilee Buildings, Victoria Street, Douglas, Isle of Man, IM1 2SH
Tel: +44 (0) 1624 699111 Main: +44 (0) 1624 699000 Fax: +44 (0) 1624 699001 Mob: +44 (0) 7624 487556
stephendoyle@equiom.im
www.equiom.im

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You are advised to view our email disclaimer

From: Ulf Deckmark [mailto:uffe470@hotmail.com]
Sent: 18 July 2013 16:55
To: Stephen Doyle
Subject:

Hi Steve,

I hope it is possible for you to mail Mark and me the wire instruction for the money and after that whwn we know the exact amount we can mail the invoice.
Its importet that you do this tomorrow, I hope thats possible.

Best regards

Ulf Deckmark

This e-mail message has been scanned and cleared by **MailMarshal**

[Emil Amir Ingmanson <eai@solidequity.se>]
Wed, 07/17/2013 01:56 PM

From: [Emil Amir Ingmanson <eai@solidequity.se>]
To: [Mark Bishop <mbishop@absig.com>, Mark Bishop <mailtobishop@gmail.com>]
Subject: Zeptunus...

RBS	**Zeptunus Limited**
Account number	58608545
IBAN	GB60RBOS16588058608545
BIC/SWIFT	RBOSIMDX

Sort code 16-58-80

The Royal Bank of Scotland International Limited
PO Box 151, 2 Victoria Street, Douglas, Isle of Man, IM99 1NJ

Best Regards,
E-A Ingmanson

SOLID EQUITY

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

[Emil Amir Ingmanson <eai@solidequity.se>]
Wed, 07/17/2013 01:56 PM

From: [Emil Amir Ingmanson <eai@solidequity.se>]
To: [Mark Bishop <mbishop@absig.com>, Mark Bishop <mailtobishop@gmail.com>]
Subject: Zeptunus...

RBS	**Zeptunus Limited**
Account number	58608545
IBAN	GB60RBOS16588058608545
BIC/SWIFT	RBOSIMDX

Sort code 16-58-80

The Royal Bank of Scotland International Limited
PO Box 151, 2 Victoria Street, Douglas, Isle of Man, IM99 1NJ

Best Regards,
E-A Ingmanson

SOLID EQUITY

Hammarby Kaj 16
120 30 Stockholm, Sweden
—
+467-329 399 99
+356-999 380 99

www.solidequity.se
eai@solidequity.se

Bakgrund
BC 721-6

Mark Bishop
Bio - 2013

Mark Bishop is currently Owner of Optimus Fonder AB. In 2012, Mr. Bishop purchased Optimus Fonder AB, a registered Swedish fund company, which has several active UCITS funds and Swedish pension funds. The management team of Optimus has grown the funds and managed performance to be ranked in the top-10 of over 800 Swedish funds. Optimus Funds are active throughout Europe. All fund management teams pursue a relative value investment strategy with the objective of protecting invested capital, capturing a stable and reliable income stream, minimizing return volatility over time, and capturing significant capital appreciation. The funds utilize sophisticated underwriting and cash flow models, including proprietary systems to ensure all investments outperform market expectations and hedge against changes in interest rates and other market events.

Prior to this, Mr. Bishop was a director of ABS Investment Group from 2007 to 2012. ABS Investment Group manages funds, and accounts for U.S., Canadian and European investors, employing a variety of investment strategies. Additionally, the Firm invests its own capital alongside its clients' capital. From 1999 to 2007, Mr. Bishop was President of Impac Mortgage Acceptance Corporation in Irvine, CA. At Impac, Mr. Bishop oversaw the operations and trading of bulk whole-loans, and the subsequent pooling and securitization of mortgage debt, with securitization volume in excess of $10 billion annually in the years 2000 to 2006. Mr. Bishop has 30 years of experience as a leader in the asset-backed securitization markets. His Wall Street career began with Drexel Burnham Lambert in the early 1980's, structuring and trading high yield bonds, fixed income products, and MBS.

Besides financial services, Mr. Bishop has been an active investor in the industrial and IT business sectors as an owner and director of high profile companies such as Koenigsegg Automotive AB, SAAB Automobile AB, Coin Clearing Canada, and Main Street Films.

Finally, Mr. Bishop serves as an advisory board member of Marconi Foundation for Kids, a charitable organization committed to providing Special Event proceeds to local children's charities for at-risk youth.

Bakgrund
BG 721-6

Bio - 2014

Mark Bishop
27 Wilton Row, London SW1X 7NS
+46 709 933 538

Mark Bishop is currently Managing Director of ABS Management Group and Optimus Socially Responsible Investments Ltd. (with venture capital activities based in London and active in the business sectors of financial services, energy, and transportatioin & logistics). Mr. Bishop has 30 years of experience as a leader in the asseta backed securitization markets. His Wall Street career began with Drexel Burnham Lambert in the early 1980's, structuring and trading high yield bonds, fixed income products, and MBS. Previously, Mr. Bishop was President of Impac Mortgage Acceptance Corporation in Irvine, CA. At Impac, Mr. Bishop oversaw the operations and trading of bulk whole loans, and the subsequent pooling and securitization of mortgage debt, with securitization volume in excess of $10 billion annually in the years 2000 to 2006.

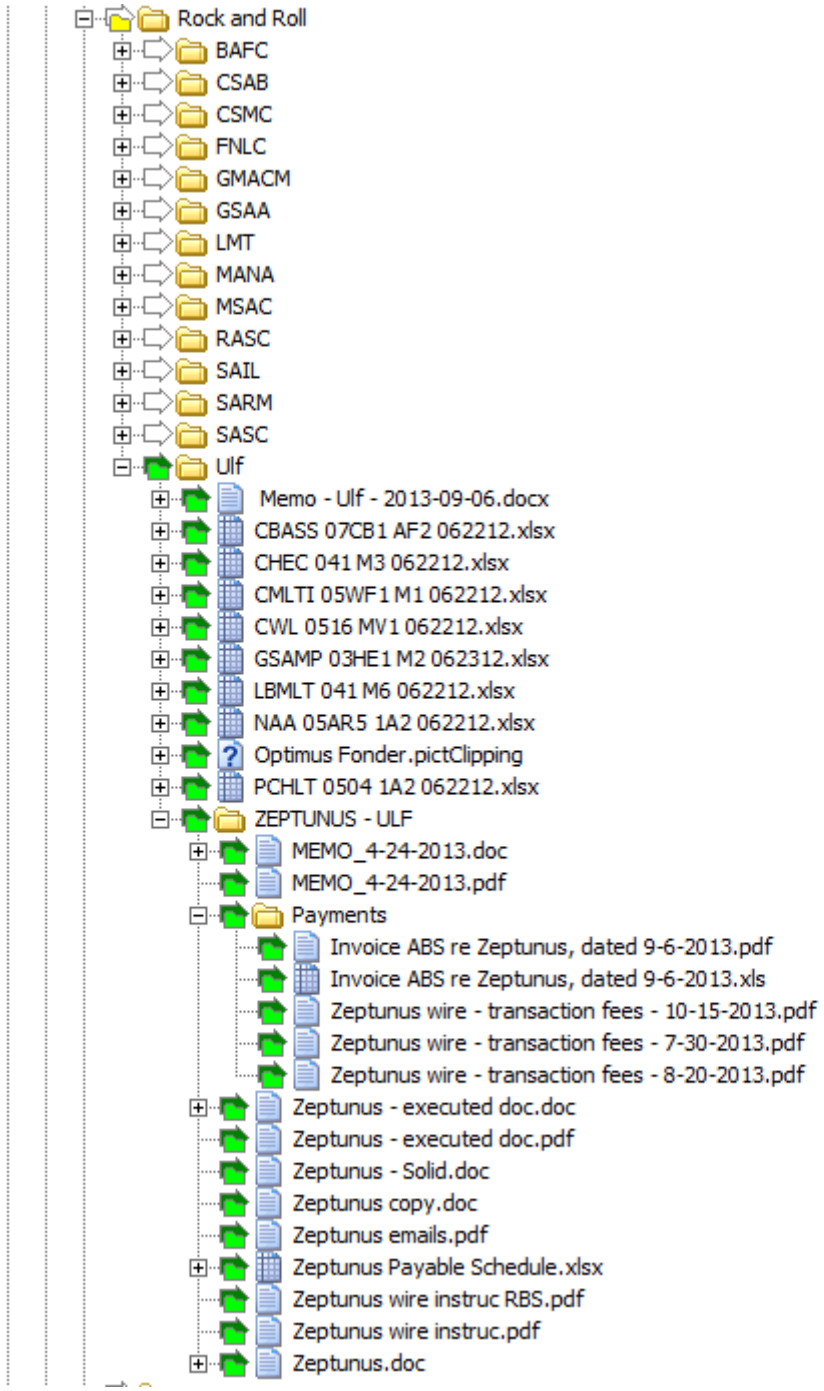
In 2007, Mr. Bishop was the founding partner of ABS Investment Group and ABS Management Group. Mr. Bishop and the rest of the management team have been responsible for helping to stabilize and support the asset backed non conforming markets through their long term fund structures and trading activities over the past 7 years. Mr. Bishop's Groups manage funds, and accounts for U.S., Canadian and European investors, employing a variety of investment strategies. Additionally, Mr. Bishop invests his own capital alongside his clients' capital.

In 2012, Mr. Bishop purchased Optimus Fonder AB, a registered Swedish fund company, which has several active UCITS funds and Swedish pension funds. The management team of Optimus has grown the funds and managed performance to be ranked in the top 10 of over 800 Swedish funds. Optimus Funds are active throughout Europe through an asset sale to Falcon Funds SICAV in 2014.

All management teams pursue a relative value investment strategy with the objective of protecting invested capital, capturing a stable and reliable income stream, minimizing return volatility over time, and capturing significant capital appreciation. The groups utilize sophisticated underwriting and cash flow models, including proprietary systems to ensure all investments outperform market expectations and hedge against changes in interest rates and other market events.

Besides financial services, Mr. Bishop has been an active investor in the oil & gas, industrial and IT business sectors as an owner and director of high profile companies, including but not limited to such as Koenigsegg Automotive AB, SAAB Automobile AB.

Finally, Mr. Bishop serves as an advisory board member of Marconi Foundation for Kids, a charitable organization committed to providing Special Event proceeds to local children's charities for at-risk youth.



Sökväg:

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