



**Bilaga 12**  
**(IT-beslag del C-2)**  
till förundersökningsprotokoll

**EB-4689-16**

**Grovt bedrägeri mm i**

Optimus Fonder AB (556673-5758)

Falcon Funds SICAV PLC (SV295)

mfl.

Misstänkta:

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mfl.

Förundersökningsledare:

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Kammaråklagare Ingela Ohlén  
Extra åklagare Gunnar Stetler

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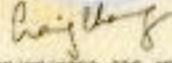
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DRIVER LICENSE CLASS: C  
EXPIRES 09-08-13 **D2438824**



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HT: 5-08 WT: 155 DOB: 09-08-73

RSTR: CORR LENS



07/29/2008 239 4B FD/13

# Curriculum Vitae

## Personuppgifter

Namn	Ulf Deckmark
Adress	Kometvägen 17, 8tr SE-183 48 Täby
Telefon	+46 70 530 93 31
E-post	<a href="mailto:Uffe470@hotmail.com">Uffe470@hotmail.com</a>
Födelsedatum	30 mars 1961
Civilstånd	Sambo

## Sammanfattning

- 5 års erfarenhet som VD för fondbolag
- 25 års erfarenhet av förvaltning
- 1 års erfarenhet som kreditansvarig
- 3 års erfarenhet som ansvarig för uppbyggnad av kapitalförvaltning i SEB, Bromma
- Representerat SEB i TV4 i 13 avsnitt av våra pengar
- Wallenbergsinstitutet för högre ledarskap

## Arbetslivserfarenhet

Arbetsgivare, ort	<b>Optimus Fonder, Stockholm, januari 2009 - (pågående)</b>
Position	Optimus Fonder grundades 2005 och förvaltar två st fonder och ägs till 100% av ABSIG LLC. VD och Förvaltare
Huvuduppgifter och ansvarsområden	Ansvärg förvaltare för Optimus SmallCap vilket innebär att självständigt förvalta fonderna för att uppnå en acceptabel riskjusterad avkastning.  Arbetet innebär att under eget resultatansvar öka förvaltningsvolymerna och säkerställa att alla interna regler och rutiner är ändamålsenliga och uppfyller kraven som styrelse och Finansinspektionen ställer.  Som försäljningsansvarig innebär arbetet dels att öka volymerna själv men också att motivera två säljare till att öka försäljningen. Utöver det ansvarar jag för kontakter med institutioner och anordna diverse träffar med försäkringsförmedlare.
Resultat	Väl fungerade struktur för risk- och regelverksarbete samt budget, prognos och uppföljningsprocesser Förvaltningsresultat, Sedan start (okt 2007) har SmallCap fonden gått 15 % - enheter bättre än OMX SmallCap index och till nästan halverad risk.  Etablerat avtal med distributionsplattformar och försäkringsförmedlare.  Räntebärande fonden Yield har nominerats av MoneyMate som en av de tre bästa i kategorin 'Best Balanced Management Fund'.
Arbetsgivare, ort	<b>Stockholm Asset Management, Stockholm, 2007 – 2009</b>
Position	VD/Försäljningschef, förvaltare och partner
Huvuduppgifter och ansvarsområden	Arbetet innebar att starta och bygga upp ett fondbolag ifrån grunden. Mina arbetsuppgifter innebar bl. a. att driva bolaget framåt genom att bygga upp en förvaltningsvolym och ansvara för de interna reglerna och rutinerna samt med fritt mandat förvalta en Smallcap fond.
Resultat	Upprättat struktur för risk- och regelverksarbete samt budget, prognos och uppföljningsprocesser. Förvaltningsresultat, fonden klart bättre än index och till lägre risk.  UBS valde SmallCap fonden som en av fonder i deras sortiment.

Arbetsgivare, ort	<b>SEB, Stockholm, 1997 – 2007</b>
Position	Affärsansvarig och portföljförvaltare
Huvuduppgifter och ansvarsområden	Affärsansvarig innebar att öka affärsverksamheten inom avdelningen genom att stimulera medarbetare till ökad försäljning. Ansvarade för ett förvaltad kapital av 800 miljoner kronor. Analyserade och utvärderade ett stort antal Nordiska bolag och har historiskt lyckats förvalta ett kapital bättre än benchmark. Under några år arbetade jag även parallellt som ordförande i kreditkommittén inom SEB Enskilda Banken vid Sergels Torg och ansvarade för kredit beslut upp till 15 miljoner kronor per kund.
Arbetsgivare, ort	<b>SEB Kapitalförvaltning Bromma, Stockholm, 1994 – 1997</b>
Position	Ansvarig chef
Huvuduppgifter och ansvarsområden	Arbetet innebar bland annat att leda och bygga upp en Kapitalförvaltningsenhet. Arbetsuppgifterna innebar totalansvaret för enhetens resultat och utveckling. En viktig arbetsuppgift var att utveckla och inspirera personalen. Fokus var att öka förvaltningsvolymen och vinsten via befintliga och nya kunder. Skapa olika affärsmodeller för risk och avkastningshantering gentemot kund i syfte att dra ner risken med bibehållen avkastningsnivå.
Resultat	Förvaltningsvolymen ökade ifrån 2,3 miljarder till 3,2 miljarder. Antal kunder ökade ifrån 400 till 600 st. Antalet anställda ökade från 7 personer till 10 personer samtidigt som vinsten ökade ifrån 7,0 miljoner till 12 miljoner.
Arbetsgivare, ort	<b>SEB Notariat Norrmalm, Stockholm, 1989 – 1994</b>
Position	Förvaltare och stf chef
Huvuduppgifter och ansvarsområden	Arbetet innebar att från grunden bygga upp en kapitalförvaltningsenhet, vilket innebar att självständigt införskaffa kunder, bygga lönsamhet och volymer. Som stf chef from 1992 innebar jobbet att självständigt fortsätta och bygga verksamheten vilket innebar ett personalansvar och lönsamhetsansvar, chefen tog ansvaret för de mer administrativa arbetsuppgifterna.
Resultat	Vinst och förvaltningsvolym ökade kraftigt och avdelningen blev på kort tid en av de största och lönsammaste kapitalförvaltningsenheten inom SEB.
Arbetsgivare, ort	<b>Hirsch Metallkonto, Stockholm, 1987 – 1989</b>
Position	Förvaltningsansvarig
Huvuduppgifter och ansvarsområden	Ansvarade för förvaltning av bolagets egna medel, olika konsortier och kunders värdepappersportföljer. Företaget köptes upp 1988, av det då börsnoterade Obligentia, resurser och förutsättningar ändrades varför jag valde att sluta.
Arbetsgivare, ort	<b>Svensk Börsanalys, Stockholm, 1985 – 1987</b>
Huvuduppgifter och ansvarsområden	VD rollen innebar att leda och organisera uppbyggnaden av en avdelning för aktiv internationell kapitalförvaltning inom penning-, aktie-, valuta-, och råvaruhandel. Företaget omsatta cirka 125 miljoner och hade fyra anställda.

Arbetsgivare, ort  
Huvuduppgifter och ansvarsområden

#### **Deckmark & Deckmark, 1983 – 1985**

Under denna period studerade jag till civilekonom på Stockholms Universitet och startade vid samma tidpunkt Deckmark & Deckmark AB tillsammans med min äldre bror. Företaget arbetade med försäljning av "sales promotion" tjänster och kapitalförvaltning. Efter två år köpte jag ut min bror och sålde sedan bolaget till Svensk Börsanalys AB, 1985.

### **Utbildning**

2008	Management Training dvs licensiering i säljhinder metodik genom Svenska Belbin AB. För bl.a. VD:ar som vill leda sitt företag in i en säljande kultur utan ursäkter för att göra nya affärer.
2003	SwedSec Licensiering
1995-1996	Wallenbergsinstitutet för högre ledarskapsutveckling. Varje år blir ca 20 personer inom SEB koncernen utvalda till Wallenbergsinstitutet. Programmet riktar sig till personer som har en stor ledar potential och som förväntas bli framtidens ledare inom SEB koncernen. Rektor för Wallenbergsinstitutet var Arne Ögren, Bankdirektör i SEB och ordförande i Ångpanneföreningen.
1995	Förhandlingsteknik anordnad av SEB
1993-1994	Ledarutvecklingsprogram för etablerade chefer under 10 månader. Ansvarig för utbildnings- programmet var Arne Ören.
1993	Representerade S-E-Banken i TV 4:s program Våra pengar vid ett tjugotal tillfällen. Programledare var Magnus Briggert. Specialutbildades då i bl.a. retorik och TV framträdande av Per Falkman.
1992	Dale Carnegies Management program för etablerade chefer. Anordnades av Dale Carnegie & Associates, Inc. och på gick under en sex månaders period.
1991	Att tala och informera inför grupp, en internkurs anordnad av SEB.
1983-1985	Påbörjad civilekonom utbildning vid Stockholms Universitet
1981-1983	Utbildning i juridik, kreditberedning, kreditbedömning och aktiekunskap som anordnades av affärsbankerna.
1980-1981	Militärtjänstgöring som Krypto-gruppbefäl inom Kungliga Upplands regemente. Var stationerad mestadels i Uppsala och Sigtuna.
1977-1980	Tre årig ekonomisklinje, Tibble Gymnasium i Täby.

### **Språkkunskaper och övrig information**

Modersmål	Svenska
Övriga språkkunskaper	Engelska

<b>Personligt</b>	Social, driven, lyhörd och resultatorienterad.
<b>Intressen</b>	Idrottsintresserad och utövar tennis, skidåkning och träning på gym. Andra intressen är matlagning, goda viner och umgänge med kamrater. Att umgås med mina båda barn är ett stort intresse.
<b>Referenser</b>	Lämnas vid förfrågan.





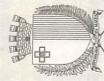
Repubblika ta' Malta

Data tat-twelid / Date of Birth	<b>06-Oct-1977</b>	Post tat-twelid / Birth Place	<b>Svezja</b>
Tiswa Minn / Valid From	<b>23-Aug-2012</b>	Nazzjonalita / Nationality	<b>SWE / Svediza</b>
Tiswa Sa / Valid To	<b>31-Mar-2013</b>	Sess / Sex	<b>Raġel / Male</b>
Nru. Kon / Seq No.	<b>5953138</b>		



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**Department for Citizenship  
and Expatriate Affairs**

**RELEVANT INFORMATION**

A Registration Certificate is issued to a national of the EEA who is exercising the right of free movement and residence in Malta, whilst a Residence Card is issued to a family member (not being a national of a member state of the EEA) of an EEA national.

Generally, after five years' residence in Malta, and after having satisfied the relative conditions in the relevant legislation, a national of the EEA becomes a permanent resident and is entitled to a Permanent Residence Certificate. Family members, who are not EEA nationals, also acquire such right after five years' residence and are entitled to a Permanent Residence Card.

The vignette found on page 3 of this document will show whether the holder is in possession of a Registration Certificate or a Permanent Residence Certificate or a Residence Card or a Permanent Residence Card.

(This documentation is issued pursuant to the provisions of Directive 2004/38/EC)

**NOTICE TO THE HOLDER OF THIS DOCUMENT**

Loss of this document should be reported immediately to the Police and to the Department for Citizenship and Expatriate Affairs

If you are leaving the country permanently, this document should be returned to the above-mentioned Department.

**MINISTRY OF FOREIGN AFFAIRS**  
PALAZZO PARISIO, MERCHANTS STREET  
VALLETTA, MALTA

12 Nov 2014:

		MAB Proposed		if attorneys approve fees ↓
①	Aston	10%	± 5M Optimus ± 5M Falcon	2pt fee (split 50/50)
②	( Jona Gold Apple Hill	15% 15%	± 5M Optimus ± 5M Falcon	2pt fee (split 50/50)
③	BXA	?	± 5M Optimus ± 5M Falcon	2pt fee (split 50/50)
④	3 MBS Bonds			pays off Positive Pension plus about \$1M profit

\* sign off on cross-border merger

ABBIG w/ no claim on Falcon

\* ABBIG wants ongoing business relationship w/ Emil to analyze and buy HY bonds and Corp JV deals. (Falcon)

\* Discussion 12 Nov 2014:  
Mark, Craig, Lisa, Emil  
Afram

# Resumé

## Personal Details

**Name:** Roger Hassanov  
**Born:** 19700807-2717  
**Address:** Östermalmsgatan 61  
SE-114 50 Stockholm, Sweden  
**Mobile Phone:** + 46 733 14 73 01  
**E-mail:** rogerhassanov@icloud.com

## Profile

Roger Hassanov has for the last 20 years experience from the financial, energy, mining, restaurant and real estate sectors.

I currently perform the role of chief executive officer/founder with Stelum Kapitalförvaltning AB, Owner/director of the board with RHM Invest AB, Investment manager/partner of Alpe-Adria Balkan Fund, investment committee Centum Bridge Fund. Mr Hassanov is also co-owner and sits on the Board of several different Swedish and International companies

My previous assignments include: CEO/partner with Ability Asset Management, director Centum Select Fund, director Centum CO2 Fund, board member Electris Energy Fund, Director Electris Asset Management.

## Currently held board positions

### **2013 – Stelum Kapitalförvaltning AB**

Currently held position as a Member of the board and the investment committee

### **2010 – Centum Bridge Fund**

Member of the investment committee

### **2012 – Alpe Adria Balkan Fund Ltd**

Member of the investment committee

### **2009 – RHM Invest AB**

Member of the board

### **2010 – Centum Growth Capital 2 AB**

Member of the board.

## **Achievements**

### **2008 – Stellum Kapitalförvaltning AB**

CEO, board member, Founder (CEO since 2013 and the company was founded 2008)  
Asset Management Firm regulated by Swedish FSA, AUM 300 MUSD

### **2012 – Alpe Adria Balkan Fund Ltd.**

Investment manager, Partner, Founder  
Private Equity Fund investing in former Yugoslavia, regulated by FSC in Gibraltar, Committed capital of 250 MEURO

### **2012 – 2013 Stellum Holding AB**

Founder, Member of the board

### **2011 – 2013 GKL Growth Capital**

Investment Manager / Partner  
Private Equity Firm with focus on Mining and Energy. Registered in Sweden, AUM 100 MUSD

### **2010 – 2013 Centum Commodity Fund**

Investment committee, Member of the Board.  
Investment fund trading on the commodity market

### **2010 – 2013 Centum Bridge Fund Ltd**

Investment committee and member of the board  
Investment fund with focus on bridge loans.

### **2009 – 2013 WTE Intressenter AB**

Member of the Board.  
Investment company with focus on Biomass plants, AUM 20 MUSD

### **2009 – RHM Invest AB**

Founder and Director of the board.  
Investment Company/holding company

### **2008 – 2013 Centum Growth Capital AB**

Founder, Member of the board, Investment committee  
Investments in the mining and energy sector. AUM 20 MUSD

### **2008-2010 Centum CO2 Fund**

Member of the board, founder, Investment committee  
Hedge fund trading CO2. AUM 30 MUSD

### **2008 – Syfonen & Partners AB**

Founder, Member of the Board.  
Holding company

### **2007 – 2010 Electric Energy Fund**

Member of the board/founder  
Hedge fund trading on the Nordpool. AUM 100 MUSD

### **2007-2013 Electric Asset Mngt**

Founder, Member of the board, Investment committee  
Asset mngt company.

### **2005-2011 Centum Select Fund**

Founder

Hedge Fund, funds of funds, AUM 40 MUSD

**2005 – 2013 Centum Financial Services**

Founder, CEO and Member of the Board

Marketing company for investment products in Europe, Asia and Middle East.

**2002 – 2005 Ability Asset Management AB**

Founder/partner

Asset Management firm. AUM 100 MUSD

**2001 – 2003 B-Tribe AB**

Consultant

Business Development

**2001-2003 SAS Radisson Hotels**

Consultant

**1999 – 2006 Försäkringsbyrån Brännström & Co AB**

Founder/partner and board member

Insurance broker and investment manager

**1998 – 1999 Skoog Försäkringsmäklari AB**

Investment adviser

**1996 – 1997 Växjö Norra IF**

Chairman

Sportsclub

**1994-1998 – Jamaro AB**

Founder/partner board member and CEO

Holding company for restaurants

## Education

1999-2000 IFU (Insurance and investment education)

1987-1988 High School, West High School, Sioux City Iowa, USA

## Languages skills

On a five degree scale

	Spoken	Written
English	5	5
Croatian	4	4
German	3	3
Swedish	5	5
Norwegian	4	3
Danish	3	2

References will be provided separately.

## Bio

### J. Thomas Epperson

3620 Fifth Avenue, Corona Del Mar, CA 92625

+1 (949) 246-8770

[epperjt@gmail.com](mailto:epperjt@gmail.com)

Mr. Epperson is a US Certified Public Accountant with a long record of professional and teaching experience. As a member of Society of Certified Public Accountants and a California Real Estate Broker, Mr. Epperson has worked for the accounting firms of Deloitte and Touche, and Price Waterhouse Coopers, and has acted as chief financial officer of Southern California First National Bank, Commercial Enterprises, and Quick Loan Funding. He is particularly experienced in public takeovers and initial and secondary public offerings of shares, financial planning and reporting, and has a strong analytical ability. As an educator, Mr. Epperson has taught accounting, financial management, and real estate finance and investments at the university level, including University of New Mexico, Auburn University, Columbus State University, and San Diego State University.

Mr. Epperson has built a strong reputation for advising companies on flotations and other transactions. He advises clients in many sectors including mortgage banking, financial advisory, industrial - automotive, oil and gas, and early stage technologies. Mr. Epperson has also developed strong relationships with regulators, and industry leaders. He brings to the management team a wealth of knowledge and experience of good corporate governance and best practices.

**CURRICULUM VITÆ**  
**J. Thomas Epperson**  
Certified Public Accountant  
619 Marguerite, Corona Del Mar, CA. 92625  
Mobile Phone: (949) 246-8770

**EDUCATION AND CREDENTIALS**

B.S., Business Administration (Finance/Accounting with Economics Minor)  
San Diego State University  
M.S., Business Administration (Finance/Accounting)  
San Diego State University  
Community College Teaching Credential – Life  
Certified Public Accountant  
Real Estate Broker/Mortgage Broker  
Securities Registration, Series 7 and 66

**PROFESSIONAL EXPERIENCE**

J. Thomas Epperson & Co.  
Newport Beach, Calif.      2008-2013  
Accountants and Consultants  
Quick Loan Funding      2006-2007  
Tax Manager and Chief Financial Officer  
Costa Mesa, California  
Commercial Enterprises      2005-2006  
Albuquerque, NM  
Tax Manager and CFO (Large Construction Co.)  
Price Waterhouse Coopers  
San Diego, Calif.  
Acting Tax Partner  
Southern California First National Bank  
San Diego, Calif.  
Director of Finance and Taxation  
Deloitte and Touche, International Accounting Firm  
San Diego, Calif.  
Audit and Tax Departments

Mr. Epperson is uniquely qualified with experience and skills as follows:

- Record of accomplishment
- Extensive knowledge base across a broad range of financial issues
- Strong verbal and written communication skills
- Strong analytical ability
- Financial planning and reporting

## **PROFESSIONAL AFFILIATIONS**

Georgia Society of Certified Public Accountants  
American Institute of Certified Public Accountants  
Real Estate Broker

## **QUALIFYING EXPERIENCE**

- Preparation of Federal and State Income tax Returns
- Preparation of Consolidated Federal tax returns including Combined State Returns
- Preparation of Multi-State returns
- Preparation of Sales Tax and Property Tax Returns
- Coordinated with outside tax advisors for handling GAAP/tax disclosures including FAS 109
- Research complex tax issues and report to management
- Assist in Capital Budgeting Decisions using Present Value techniques
- Tax Panning and Compliance on a daily basis
- Cash Flow planning as it relates to Federal and State Income Tax returns
- Analyzing the Tax Consequences of Proposed transactions by management
- Practice before the Internal Revenue Service including Audits, Appeals, and the United States Tax Court.
- Financial Accounting and Management
- Litigation Support
  - Family Court
  - Superior Court
  - Bankruptcy Court
  - Federal Court

## **TEACHING EXPERIENCE**

San Diego State University 1983-2000 (not consecutive)  
Columbus State University 1999-2000 (University of Georgia System)  
Auburn University 2000-2005  
University of New Mexico 2005-2006

Intermediate Accounting  
Financial Accounting  
Individual and Corporate Income tax  
Financial Management  
Principles of Real Estate  
Real Estate Finance and Investments

**REFERENCES:** Provided on request



**(1) SOLID VENTURE CAPITAL LIMITED**

**(2) ZEPTUNUS LIMITED**

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**CORPORATE CONSULTANCY AGREEMENT**

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**THIS AGREEMENT**, is made as of 19<sup>th</sup> 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,

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 1<sup>st</sup> 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 1<sup>st</sup> 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

**(1) ABS INVESTMENT GROUP**

**(2) ZEPTUNUS LIMITED**

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**CORPORATE CONSULTANCY AGREEMENT**

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**THIS AGREEMENT**, is made as of 19<sup>th</sup> 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,

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 1<sup>st</sup> 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 1<sup>st</sup> 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



## 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](mailto:mbishop@absig.com).

A handwritten signature in black ink, appearing to read "Mark Bishop". The signature is stylized and written in a cursive-like font.

**[Emil Amir Ingmanson <eai@solidequity.se>]**

Wed, 07/17/2013 01:56 PM

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**From:** [Emil Amir Ingmanson <eai@solidequity.se>]

**To:** [Mark Bishop <mbishop@absig.com>, Mark Bishop <mailto:bishop@gmail.com>]

**Subject:** Zeptunus...

<b>RBS</b>	<b>Zeptunus Limited</b>
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](http://www.solidequity.se)  
[eai@solidequity.se](mailto:eai@solidequity.se)

---

[Stephen Doyle <StephenDoyle@equiom.im>]

Fri, 07/19/2013 11:13 AM

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**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](mailto:stephendoyle@equiom.im)

[www.equiom.im](http://www.equiom.im)

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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](#)

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**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

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This e-mail message has been scanned and cleared by **MailMarshal**

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<u>feb-13</u>	<u>mar-13</u>	<u>apr-13</u>	<u>maj-13</u>	<u>jun-13</u>	<u>jul-13</u>	<u>aug-13</u>	<u>sep-13</u>	<u>okt-13</u>	<u>nov-13</u>	<u>dec-13</u>	<u>TOTAL</u>
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	0 kr	0 kr	0 kr	0 kr	<b>34 968 994 kr</b>
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	<b>4 371 124 kr</b>
0 kr	0 kr	0 kr	0 kr	169 932 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	<b>169 932 kr</b>
											<b>4 541 056 kr</b>
0 kr	0 kr	0 kr	0 kr	260 022 kr	2 000 000 kr	1 140 517 kr	0 kr	0 kr	0 kr	0 kr	<b>3 400 539 kr</b>
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; SAIL @1,095,000, FNLC @248,500, GSAA @131,790.

\* AUG 2013 NOTES: 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

**Account to Debit:** Checking:\*0070

**Amount:** \$ 305,350.00

**City:** San Diego

**Submit date:** 07/31/2013

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 6192360444

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Zeptunus Limited

**Code Type:**

**Beneficiary's Address 1:** 1st Flr, Jubilee Bldgs, Victoria St

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Douglas

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** ISLE OF MAN

**Institution**

**Region/State:**

**ZIP/Postal Code:** IM1 2SH

**Institution Country:**

**Beneficiary's Account:** IBAN GB60RBOS16588058608545

**Special Instructions for the Beneficiary:** TRANSACTION FEES.

### 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

**Account to Debit:** ABSIG 1217728:\*7728

**Amount:** \$ \$175,464.00

**City:** SAN DIEGO

**Submit date:** 08/20/2013

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 9492516959

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Zeptunus Limited

**Code Type:**

**Beneficiary's Address 1:** 1st Flr, Jubilee Bldgs, Victoria St

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Douglas

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** ISLE OF MAN

**Institution  
Region/State:**

**ZIP/Postal Code:** IM1 2SH

**Institution Country:**

**Beneficiary's Account:** IBAN GB60RBOS16588058608545

**Special Instructions for the  
Beneficiary:** Transaction and Service Fees due.

### 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**Account to Debit:** ABS - Consulting Fees & Exp:\*0070**Amount:** \$ 87,732.00**City:** San Diego**Submit date:** 10/15/2013**State:** California**ZIP/Postal Code:** 92101**Phone Number:** 6192360444

## BENEFICIARY

INTERMEDIARY INSTITUTION(*optional*)

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Zeptunus Limited**Code Type:****Beneficiary's Address 1:** 1st Flr, Jubilee Bldgs, Victoria St**Local Clearing Code:****Beneficiary's Address 2:****Institution Name:****Beneficiary's City:** Douglas**Institution Address:****Beneficiary's Region/State:****Institution City:****Beneficiary's Country:** ISLE OF MAN**Institution  
Region/State:****ZIP/Postal Code:** IM1 2SH**Institution Country:****Beneficiary's Account:** IBAN GB60RBOS16588058608545**Special Instructions for the  
Beneficiary:** TRANSACTION AND SERVICE FEES DUE  
ZEPTUNUS ON 10-15-2013.

## 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

# 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

<b>Invoice Amount</b>	<b>1 140 517 kr</b>
-----------------------	---------------------

## CALCULATION FOR ZEPTUNUS LTD FEES AS OF JULY 2013

	<u>summary</u>
<b>Total fees earned - Zeptunus</b>	<b>4 541 056 kr</b>
<b>Fees paid by SVC</b>	<b>260 022 kr</b>
<b>Fees paid by ABS</b>	<b>3 140 517 kr</b>
<b>Remaining fees to be paid</b>	<b>1 140 517 kr</b>
<b>SVC portion of Zeptunus Fee for July 2013:</b>	<b>1 140 517 kr</b>

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 remaining fees to Zeptunus Ltd

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 Outstanding Zeptunus Ltd Fees

<b>Invoice Amount</b>	<b>1,140,517 kr</b>
-----------------------	---------------------

## CALCULATION FOR ZEPTUNUS LTD FEES AS OF JULY 2013

	<u>summary</u>
<b>Total fees earned - Zeptunus</b>	<b>4,541,056 kr</b>
<b>Fees paid by SVC</b>	<b>260,022 kr</b>
<b>Fees paid by ABS</b>	<b>3,140,517 kr</b>
<b>Remaining fees to be paid</b>	<b>1,140,517 kr</b>
 <b>SVC portion of Zeptunus Fee for July 2013:</b>	 <b>1,140,517 kr</b>

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)

[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 &lt;StephenDoyle@equiom.im&gt; 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 15<sup>th</sup> 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](mailto:stephendoyle@equiom.im)

[www.equiom.im](http://www.equiom.im)

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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](#)

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**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](mailto:mbishop@absig.com)  
+1 949 678 9574

On Wed, 07/31/2013 09:55 AM, Stephen Doyle <[StephenDoyle@equiom.im](mailto: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](mailto:stephendoyle@equiom.im)  
[www.equiom.im](http://www.equiom.im)

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**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](mailto:mbishop@absig.com)  
+1 949 678 9574

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This e-mail message has been scanned and cleared by **MailMarshal**





## MEMORANDUM

**DATE:** August 30, 2012

**TO:** Ulf Deckmark  
Traction Fonder AB

**FROM:** Mark Aarvig, CIO  
ABS Investment Group

**RE:** RMBS Valuation

**30-Aug-12**  
**Mid-Month Valuations**

<u>Bond Name</u>	<u>Cusip</u>	<u>Valuation</u>
CMLTI 2005-WF1 M1	17307GPG7	57.000%
CWL 2005-16 MV1	126670PH5	32.000%
GSAMP 2003-HE1 M2	36228FSV9	75.000%
PCHLT 2005-4 1A2	71085PDD2	76.000%



## MEMORANDUM

**DATE:** September 27, 2012

**TO:** Ulf Deckmark  
Traction Fonder AB

**FROM:** Mark Aarvig, CIO  
ABS Investment Group

**RE:** RMBS Valuation

### 27-Sep-12 Mid-Month Valuations

<u>Bond Name</u>	<u>Cusip</u>	<u>Valuation</u>
CMLTI 2005-WF1 M1	17307GPG7	57.000%
CWL 2005-16 MV1	126670PH5	32.000%
GSAMP 2003-HE1 M2	36228FSV9	75.500%
LMT 2005-2 1A4	52520MBR3	48.500%
PCHLT 2005-4 1A2	71085PDD2	76.000%



## MEMORANDUM

**DATE:** October 31, 2012

**TO:** Ulf Deckmark  
Traction Fonder AB

**FROM:** Mark Aarvig, CIO  
ABS Investment Group

**RE:** RMBS Valuation

### 31-Oct-12 Mid-Month Valuations

<b><u>Bond Name</u></b>	<b><u>Cusip</u></b>	<b><u>Valuation</u></b>
CMLTI 2005-WF1 M1	17307GPG7	57.000%
CWL 2005-16 MV1	126670PH5	31.875%
GSAMP 2003-HE1 M2	36228FSV9	77.000%
LMT 2005-2 1A4	52520MBR3	48.000%
PCHLT 2005-4 1A2	71085PDD2	75.000%
MARM 2005-6 4A2	576433A63	24.000%



## MEMORANDUM

**DATE:** November 26, 2012

**TO:** Ulf Deckmark  
Traction Fonder AB

**FROM:** Mark Aarvig, CIO  
ABS Investment Group

**RE:** RMBS Valuation

### 26-Nov-12 Mid-Month Valuations

<b><u>Bond Name</u></b>	<b><u>Cusip</u></b>	<b><u>Valuation</u></b>
CMLTI 2005-WF1 M1	17307GPG7	57.000%
CWL 2005-16 MV1	126670PH5	31.875%
GSAMP 2003-HE1 M2	36228FSV9	77.000%
LMT 2005-2 1A4	52520MBR3	48.000%
PCHLT 2005-4 1A2	71085PDD2	75.000%
MARM 2005-6 4A2	576433A63	24.000%
CFAB 2003-5 1B	161546GP5	48.000%



## MEMORANDUM

**DATE:** August 31, 2012

**TO:** Ulf Deckmark  
Traction Fonder AB

**FROM:** Mark Aarvig, CIO  
ABS Investment Group

**RE:** RMBS Month-End Detailed Valuation

**31-Aug-12**  
**Month-End Detailed**  
**Valuation**

<u>Bond Name</u>	<u>Cusip</u>	<u>Valuation</u>
CMLTI 2005-WF1 M1	17307GPG7	57.000%
CWL 2005-16 MV1	126670PH5	32.000%
GSAMP 2003-HE1 M2	36228FSV9	75.500%
PCHLT 2005-4 1A2	71085PDD2	76.000%

The **CMLTI 2005-WF1 M1** bond had cash flows of \$36,786.23 in interest (\$3,724.69 for the Traction investment partial) for the August 27, 2012 distribution date (see attached Exhibit "A", CMLTI - Trustee Statement for August 2012), which came in as expected. The detailed Single Security Analysis, which was researched as of August 2012 updated remittances (see attached Exhibit "B", CMLTI - Valuation Analysis for August 2012), defines the "Investor IRR" at a level approximately 1% higher than the month previous. This is performance exceeding expectations for the subject bond. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Valuation for the subject bond holds at 57.

The **CWL 2005-16 MV1** bond had cash flows of \$27,965.52 in interest (\$1,618.38 for the Traction investment partial) for the August 27, 2012 distribution date (see attached Exhibit “C”, CWL - Trustee Statement for August 2012), which came in as expected. The detailed Single Security Analysis, which was researched as of August 2012 updated remittances (see attached Exhibit “D”, CWL - Valuation Analysis for August 2012), defines the “Investor IRR” at a level exactly the same as the month previous. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Valuation for the subject bond holds at 32.

The **GSAMP 2003-HE1 M2** bond had cash flows of \$7,375.01 in interest (\$370.48 for the Traction investment partial) for the August 20, 2012 distribution date (see attached Exhibit “E”, GSAMP - Trustee Statement for August 2012), which came in slightly higher than expected. The detailed Single Security Analysis, which was researched as of August 2012 updated remittances (see attached Exhibit “F”, GSAMP - Valuation Analysis for August 2012), defines the “Investor IRR” at a level approximately 2.5% higher than the month previous. This is performance exceeding expectations for the subject bond. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Valuation for the subject bond is increased 0.50 to 75.50.

The **PCHLT 2005-4 1A2** bond had cash flows of \$21,568.13 in interest (\$498.46 for the Traction investment partial) for the August 27, 2012 distribution date (see attached Exhibit “G”, PCHLT - Trustee Statement for August 2012), which came in as expected. The detailed Single Security Analysis, which was researched as of August 2012 updated remittances (see attached Exhibit “H”, PCHLT - Valuation Analysis for August 2012), defines the “Investor IRR” at a level exactly the same as the month previous. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Valuation for the subject bond holds at 76.



## MEMORANDUM

**DATE:** September 28, 2012

**TO:** Ulf Deckmark  
Traction Fonder AB

**FROM:** Mark Aarvig, CIO  
ABS Investment Group

**RE:** RMBS Month-End Detailed Valuation

### 28-Sep-12 Month-End Detailed Valuations

<u>Bond Name</u>	<u>Cusip</u>	<u>Valuation</u>
CMLTI 2005-WF1 M1	17307GPG7	57.000%
CWL 2005-16 MV1	126670PH5	31.875%
GSAMP 2003-HE1 M2	36228FSV9	75.500%
PCHLT 2005-4 1A2	71085PDD2	76.000%
LMT 2005-2 1A4	52520MBR3	48.000%

The **CMLTI 2005-WF1 M1** bond had cash flows of \$36,786.23 in interest (\$3,724.69 for the Traction investment partial) for the September 25, 2012 distribution date (see attached Exhibit "A", CMLTI - Trustee Statement for September 2012), which came in as expected. The detailed Single Security Analysis, which was researched as of September 2012 updated remittances (see attached Exhibit "B", CMLTI - Valuation Analysis for September 2012), defines the "Investor IRR" at a level equal to that of the previous month. This performance is stable, and the subordination level has increased. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Valuation for the subject bond holds at 57%.

The **CWL 2005-16 MV1** bond had cash flows of \$24,203.40 in interest (\$1,400.66 for the Traction investment partial) for the September 25, 2012 distribution date (see attached Exhibit “C”, CWL - Trustee Statement for September 2012), which came in as expected. The detailed Single Security Analysis, which was researched as of September 2012 updated remittances (see attached Exhibit “D”, CWL - Valuation Analysis for September 2012), defines the “Investor IRR” at a level 0.01% lower than the previous month. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Technical valuation for the subject bond is reduced by 0.125%, and is supported at 31.875%.

The **GSAMP 2003-HE1 M2** bond had cash flows of \$7,351.79 in interest (\$369.14 for the Traction investment partial), and \$16,824.24 in principal (\$845.16 for the Traction investment partial) for the September 20, 2012 distribution date (see attached Exhibit “E”, GSAMP - Trustee Statement for September 2012), which came in slightly higher than expected. The detailed Single Security Analysis, which was researched as of September 2012 updated remittances (see attached Exhibit “F”, GSAMP - Valuation Analysis for September 2012), shows bond cash flows higher than model expectations. This performance exceeds expectations for the subject bond. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Valuation for the subject bond is supported at 75.50%.

The **PCHLT 2005-4 1A2** bond had cash flows of \$18,553.17 in interest (\$428.78 for the Traction investment partial), and \$163,815.50 in principal (\$3,785.93 for the Traction investment partial) for the September 25, 2012 distribution date (see attached Exhibit “G”, PCHLT - Trustee Statement for September 2012), which came in as expected. The detailed Single Security Analysis, which was researched as of September 2012 updated remittances (see attached Exhibit “H”, PCHLT - Valuation Analysis for September 2012), defines the “Investor IRR” at the same as the month previous. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Valuation for the subject bond holds at 76.

The **LMT 2005-2 1A4** bond had cash flows of \$101,727.36 in interest (\$15,903.52 for the Traction investment partial), and \$215,654.57 in principal (\$33,714.30 for the Traction investment partial) for the September 25, 2012 distribution date (see attached Exhibit “I”, LMT – Trustee Statement for September 2012), which cash flow came in lower than model expectations by a marginal level. The detailed Single Security Analysis, which was researched as of September 2012 updated remittances (see attached Exhibit “J”, LMT - Valuation Analysis for September 2012), show monthly cash flows marginally lower than the month previous. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Valuation for the subject bond is adjusted to 48%.



## MEMORANDUM

**DATE:** October 30, 2012

**TO:** Ulf Deckmark  
Traction Fonder AB

**FROM:** Mark Aarvig, CIO  
ABS Investment Group

**RE:** RMBS Month-End Detailed Valuation

### 30-Oct-12 Month-End Detailed Valuations

<u>Bond Name</u>	<u>Cusip</u>	<u>Valuation</u>
CMLTI 2005-WF1 M1	17307GPG7	57.000%
CWL 2005-16 MV1	126670PH5	31.875%
GSAMP 2003-HE1 M2	36228FSV9	77.000%
PCHLT 2005-4 1A2	71085PDD2	75.000%
LMT 2005-2 1A4	52520MBR3	48.000%
MARM 2005-6 4A2	576433A63	24.000%

The **CMLTI 2005-WF1 M1** bond had cash flows of \$36,786.23 in interest (\$3,724.69 for the Traction investment partial) for the October 25, 2012 distribution date (see attached Exhibit "A", CMLTI - Trustee Statement for October 2012), which came in as expected. The detailed Single Security Analysis, which was researched as of October 2012 updated remittances (see attached Exhibit "B", CMLTI - Valuation Analysis for October 2012), defines the "Investor IRR" at a level equal to that of the previous month. The performance is stable, and there are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Valuation for the subject bond holds at 57.000%.

The **CWL 2005-16 MV1** bond had cash flows of \$24,354.00 in interest (\$1,409.38 for the Traction investment partial) for the October 25, 2012 distribution date (see attached Exhibit “C”, CWL - Trustee Statement for October 2012), which came in as expected. The detailed Single Security Analysis, which was researched as of October 2012 updated remittances (see attached Exhibit “D”, CWL - Valuation Analysis for October 2012), defines the “Investor IRR” at a level the same at that of the previous month. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Technical valuation for the subject bond is supported at 31.875%.

The **GSAMP 2003-HE1 M2** bond had cash flows of \$7,497.58 in interest (\$376.46 for the Traction investment partial), and \$15,613.54 in principal (\$784.34 for the Traction investment partial) for the October 20, 2012 distribution date (see attached Exhibit “E”, GSAMP - Trustee Statement for October 2012). The detailed Single Security Analysis, which was researched as of October 2012 updated remittances (see attached Exhibit “F”, GSAMP - Valuation Analysis for October 2012), shows bond cash flows higher than model expectations. This performance exceeds expectations for the subject bond. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Valuation for the subject bond is supported at 77.000%.

The **PCHLT 2005-4 1A2** bond had cash flows of \$18,391.93 in interest (\$425.05 for the Traction investment partial), and \$7,819.09 in principal (\$180.71 for the Traction investment partial) for the October 25, 2012 distribution date (see attached Exhibit “G”, PCHLT - Trustee Statement for October 2012), which came in within the band of expectations. The detailed Single Security Analysis, which was researched as of October 2012 updated remittances (see attached Exhibit “H”, PCHLT - Valuation Analysis for October 2012), defines the “Investor IRR” at the same as the month previous. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Valuation for the subject bond is at 75.000%.

The **LMT 2005-2 1A4** bond had cash flows of \$99,106.53 in interest (\$15,493.79 for the Traction investment partial), and \$75,943.45 in principal (\$11,872.60 for the Traction investment partial) for the October 25, 2012 distribution date (see attached Exhibit “I”, LMT – Trustee Statement for October 2012), which cash flow came in lower than model expectations by a marginal level. The detailed Single Security Analysis, which was researched as of October 2012 updated remittances (see attached Exhibit “J”, LMT - Valuation Analysis for October 2012), show monthly cash flows marginally lower than the month previous. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Valuation for the subject bond is 48.000%.

The **MARM 2005-6 4A2** bond had cash flows of \$3,106.19 in interest (\$3,106.19 for the Traction investment partial), and \$1,411.89 in principal (\$1,411.89 for the Traction investment partial) for the October 25, 2012 distribution date (see

attached Exhibit “K”, LMT – Trustee Statement for October 2012), which cash flow supports good performance. The detailed Single Security Analysis, which was researched as of October 2012 updated remittances (see attached Exhibit “L”, LMT - Valuation Analysis for October 2012), shows stable monthly cash flows. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Valuation for the subject bond is 24.000%.



## MEMORANDUM

**DATE:** October 30, 2012

**TO:** Ulf Deckmark  
Traction Fonder AB

**FROM:** Mark Aarvig, CIO  
ABS Investment Group

**RE:** RMBS Month-End Detailed Valuation

### 30-Oct-12 Month-End Detailed Valuations

<u>Bond Name</u>	<u>Cusip</u>	<u>Valuation</u>
CMLTI 2005-WF1 M1	17307GPG7	57.000%
CWL 2005-16 MV1	126670PH5	31.875%
GSAMP 2003-HE1 M2	36228FSV9	77.000%
PCHLT 2005-4 1A2	71085PDD2	75.000%
LMT 2005-2 1A4	52520MBR3	48.000%
MARM 2005-6 4A2	576433A63	24.000%

The **CMLTI 2005-WF1 M1** bond had cash flows of \$36,786.23 in interest (\$3,724.69 for the Traction investment partial) for the October 25, 2012 distribution date (see attached Exhibit "A", CMLTI - Trustee Statement for October 2012), which came in as expected. The detailed Single Security Analysis, which was researched as of October 2012 updated remittances (see attached Exhibit "B", CMLTI - Valuation Analysis for October 2012), defines the "Investor IRR" at a level equal to that of the previous month. The performance is stable, and there are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Valuation for the subject bond holds at 57.000%.

The **CWL 2005-16 MV1** bond had cash flows of \$24,354.00 in interest (\$1,409.38 for the Traction investment partial) for the October 25, 2012 distribution date (see attached Exhibit “C”, CWL - Trustee Statement for October 2012), which came in as expected. The detailed Single Security Analysis, which was researched as of October 2012 updated remittances (see attached Exhibit “D”, CWL - Valuation Analysis for October 2012), defines the “Investor IRR” at a level the same at that of the previous month. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Technical valuation for the subject bond is supported at 31.875%.

The **GSAMP 2003-HE1 M2** bond had cash flows of \$7,497.58 in interest (\$376.46 for the Traction investment partial), and \$15,613.54 in principal (\$784.34 for the Traction investment partial) for the October 20, 2012 distribution date (see attached Exhibit “E”, GSAMP - Trustee Statement for October 2012). The detailed Single Security Analysis, which was researched as of October 2012 updated remittances (see attached Exhibit “F”, GSAMP - Valuation Analysis for October 2012), shows bond cash flows higher than model expectations. This performance exceeds expectations for the subject bond. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Valuation for the subject bond is supported at 77.000%.

The **PCHLT 2005-4 1A2** bond had cash flows of \$18,391.93 in interest (\$425.05 for the Traction investment partial), and \$7,819.09 in principal (\$180.71 for the Traction investment partial) for the October 25, 2012 distribution date (see attached Exhibit “G”, PCHLT - Trustee Statement for October 2012), which came in within the band of expectations. The detailed Single Security Analysis, which was researched as of October 2012 updated remittances (see attached Exhibit “H”, PCHLT - Valuation Analysis for October 2012), defines the “Investor IRR” at the same as the month previous. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Valuation for the subject bond is at 75.000%.

The **LMT 2005-2 1A4** bond had cash flows of \$99,106.53 in interest (\$15,493.79 for the Traction investment partial), and \$75,943.45 in principal (\$2,422.22 for the Traction investment partial) for the October 25, 2012 distribution date (see attached Exhibit “I”, LMT – Trustee Statement for October 2012), which cash flow came in lower than model expectations by a marginal level. The detailed Single Security Analysis, which was researched as of October 2012 updated remittances (see attached Exhibit “J”, LMT - Valuation Analysis for October 2012), show monthly cash flows marginally lower than the month previous. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Valuation for the subject bond is 48.000%.

The **MARM 2005-6 4A2** bond had cash flows of \$3,106.19 in interest (\$3,106.19 for the Traction investment partial), and \$1,411.89 in principal (\$1,411.89 for the Traction investment partial) for the October 25, 2012 distribution date (see

attached Exhibit “K”, LMT – Trustee Statement for October 2012), which cash flow supports good performance. The detailed Single Security Analysis, which was researched as of October 2012 updated remittances (see attached Exhibit “L”, LMT - Valuation Analysis for October 2012), shows stable monthly cash flows. There are no outliers with respect to trade comparables, cash flow analysis, or trustee servicing report characteristics. Valuation for the subject bond is 24.000%.

July 6, 2012

[ROUGH DRAFT]

Ulf Deckmark  
Traction Fonder AB  
Hammerby Kaj  
Stockholm, Sweden

Re: Mark-to-market

Dear Ulf:

We are looking forward to working with you to provide "mark-to-market" / "net asset value" levels on your bond portfolio each month.

Mesirow Financial (Mesirow) is one of the largest Chicago-based (USA) broker-dealers for institutions and other financial entities offering fixed income sales and trading, public finance, lease finance and investment banking. Mesirow is a national leader in financial advisory services including bond valuation services, corporate recovery, litigation, investigative and intelligence services, interim management and real estate consulting.

Our methodology in providing valuation for your securities is as follows. Mesirow has decades of specialized experience with the ever-evolving fixed income markets. Our Company's experienced fixed income market specialists will utilize various cash flow engines (IDC and Bloomberg) designed to provide robust, insightful and useful fixed income analysis that provides critical support to your investment decision, risk management process, and evaluation needs. The analytics are backed by proprietary quantitative modeling techniques that rely on access to security cash flows and to comprehensive terms and conditions of the securities. In addition, we further utilize market comparables in order to rationalize a final "market-to-market" / "net asset value".

Since cash flows of mortgage-backed securities have the greatest effect on pricing of these investment, our monthly methodology for pricing of M-T-M is satisfactory for your firm in order to maintain regulatory compliance. Nevertheless, in the event that other Market fundamentals or technical changes occur mid-month, we will provide you with updated M-T-M at that time.

It is our intent to provide you with your needed valuation by two business days prior to the end of each month. For this purpose, we will need you to provide us with a schedule of the bonds that need to be evaluated on the 25th of each month.

Again, we are looking forward to a mutually beneficial relationship.

Regards,

Todd

July 6, 2012

Ulf Deckmark  
Traction Fonder AB  
Hammerby Kaj  
Stockholm, Sweden

Re: Mark-to-market

Dear Ulf:

We are looking forward to working with you to provide "mark-to-market" / "net asset value" levels on your bond portfolio each month.

[intro about DLR] De La Rosa & Co is a full-service investment bank with offices in Los Angeles and San Francisco. Since it was founded in 1989, De La Rosa has grown to become the third-ranked municipal bond underwriter in California, and is among the top ten of all US underwriters. Additionally, De La Rosa & Co has a focus in the asset backed securities market,,, blah blah blah...

I will be your contact for our firm. [A little about Traskos - bio]

Our methodology in providing valuation for your securities is as follows. De La Rosa & Co has decades of specialized experience with the ever-evolving fixed income markets. Our Company's experienced fixed income market specialists will utilize various cash flow engines (IDC and Bloomberg) designed to provide robust, insightful and useful fixed income analysis that provides critical support to your investment decision, risk management process, and evaluation needs. The analytics are backed by proprietary quantitative modeling techniques that rely on access to security cash flows and to comprehensive terms and conditions of the securities. In addition, we further utilize market comparables in order to rationalize a final "market-to-market" / "net asset value".

Since cash flows of mortgage-backed securities have the greatest effect on pricing of these investment, our monthly methodology for pricing of M-T-M is satisfactory for your firm in order to maintain regulatory compliance. Nevertheless, in the event that other Market fundamentals or technical changes occur mid-month, we will provide you with updated M-T-M at that time.

It is our intent to provide you with your needed valuation by two business days prior to the end of each month. For this purpose, we will need you to provide us with a schedule of the bonds that need to be evaluated on the 25th of each month.

Again, we are looking forward to a mutually beneficial relationship.

Regards,

Arielle

July 20, 2012

Ulf Deckmark  
Traction Fonder AB  
Hammerby Kaj 16  
120 30 Stockholm, Sweden  
email: [ulf.deckmark@tractionfonder.se](mailto:ulf.deckmark@tractionfonder.se)

Dear Ulf:

We are looking forward to working with you as members of the Fixed Income Institutional Sales and Trading platform at Mesirow Financial. Enclosed, you will find background information regarding Mesirow and the services that we provide. Mesirow Financial is a diversified financial services firm and is one of the largest Chicago-based (USA) broker-dealers for institutions offering fixed income sales and trading, public finance, lease financing and investment banking. We are an employee-owned private company with offices across the US as well as London and Dubai.

As a strong regional player in fixed income product, we strive to identify value primarily within the secondary market. We take proprietary positions for our own inventory and trade customer sell orders between domestic and international institutional accounts as well.

Pursuant to your needs, we are able to provide ongoing valuations on a month end and spot basis on bonds ~~that we have transacted~~. Please direct pricing request(s) to Fonda Manous who will obtain pricing directly from our Trading desk. Our pricing language is attached for your review.

Our methodology in evaluating bonds utilizes various cash flow engines designed to provide robust, insightful and useful fixed income analysis from our four RMBS traders and a dedicated Research Specialist. The models that we collectively derive cash flows from include: Bloomberg Analytics, INTEX, monthly Remittance Reports as well as market trade comparables to support our mark-to-market valuations. Our Mortgage desk has extensive market experience across multiple sectors including RMBS, CMBS, and Mortgage Backed Derivatives. Our Fixed Income Research Specialist focuses on taking a more in-depth look at individualized security performance from a servicing standpoint and its impact on relative value. This combined analysis is designed to provide critical

support to help lend credence to investment decisions, risk management and its overall impact on market value.

We look forward to working with you and if you have any questions please do not hesitate to contact us.

Best Regards,  
Todd Traskos  
Managing Director,  
Institutional Sales and Trading

Robert Greenwood  
Institutional Sales and Trading

6750 North Andrews Avenue, Suite 325, Fort Lauderdale, Florida 33309  
954.356.0330 • mesirofinancial.com

July 20, 2012

Ulf Deckmark  
Traction Fonder AB  
Hammerby Kaj 16  
120 30 Stockholm, Sweden  
e-mail: ulf.deckmark@tractionfonder.se

Dear Ulf:

We are looking forward to working with you as members of the Fixed Income Institutional Sales and Trading platform at Mesirow Financial. Enclosed, you will find background information regarding Mesirow and the services that we provide. Mesirow Financial is a diversified financial services firm and is one of the largest Chicago-based (USA) broker-dealers for institutions offering fixed income sales and trading, public finance, lease financing and investment banking. We are an employee-owned private company with offices across the US as well as London and Dubai.

As a strong regional player in fixed income product, we strive to identify value primarily within the secondary market. We take proprietary positions for our own inventory and trade customer sell orders between domestic and international institutional accounts as well.

Pursuant to your needs, we are able to provide ongoing valuations on a month end and spot basis on bonds. Please direct pricing request(s) to Fonda Manous who will obtain pricing directly from our Trading desk. Mesirow's pricing language is attached for your review.

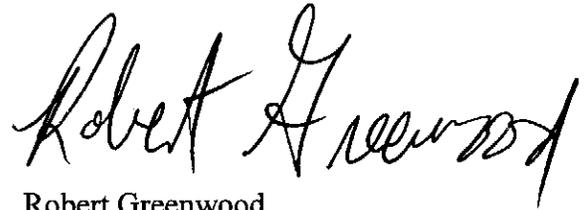
Our methodology in evaluating bonds utilizes various cash flow engines designed to provide robust, insightful and useful fixed income analysis from our four RMBS traders and a dedicated Research Specialist. The models that we collectively derive cash flows from include: Bloomberg Analytics, INTEX, monthly Remittance Reports as well as market trade comparables to support our mark-to-market valuations. Our Mortgage desk has extensive market experience across multiple sectors including RMBS, CMBS, and Mortgage Backed Derivatives. Our Fixed Income Research Specialist focuses on taking a more in-depth look at individualized security performance from a servicing standpoint and its impact on relative value. This combined analysis is designed to provide critical support to help lend credence to investment decisions, risk management and its overall impact on market value.

We look forward to working with you and if you have any questions please do not hesitate to contact us.

Best Regards,

A handwritten signature in black ink that reads "Todd Traskos". The signature is fluid and cursive, with a large, sweeping initial 'T'.

Todd Traskos  
Managing Director,  
Institutional Sales and Trading

A handwritten signature in black ink that reads "Robert Greenwood". The signature is cursive and somewhat stylized, with a large 'R' and 'G'.

Robert Greenwood  
Institutional Sales and Trading

6750 North Andrews Avenue, Suite 325, Fort Lauderdale, Florida 33309  
954.356.0330 • mesirofinancial.com

July 20, 2012

Ulf Deckmark  
Traction Fonder AB  
Hammerby Kaj 16  
120 30 Stockholm, Sweden  
email: [ulf.deckmark@tractionfonder.se](mailto:ulf.deckmark@tractionfonder.se)

Dear Ulf:

We are looking forward to working with you as members of the Fixed Income Institutional Sales and Trading platform at Mesirow Financial. Enclosed, you will find background information regarding Mesirow and the services that we provide. Mesirow Financial is a diversified financial services firm and is one of the largest Chicago-based (USA) broker-dealers for institutions offering fixed income sales and trading, public finance, lease financing and investment banking. We are an employee-owned private company with offices across the US as well as London and Dubai.

As a strong regional player in fixed income product, we strive to identify value primarily within the secondary market. We take proprietary positions for our own inventory and trade customer sell orders between domestic and international institutional accounts as well.

Pursuant to your needs, we will provide your firm ongoing valuations on a month end and spot basis on bonds. Such valuations will be sent to your attention via email, two business days prior to the end of each month. Included with the valuations we will describe any significant statistical changes (i.e.: any principal and interest payments). There will be no service charge for these services currently. Please direct pricing request(s) to Fonda Manous who will obtain pricing directly from our Trading desk. Our pricing language is attached for your review.

Our methodology in evaluating bonds utilizes various cash flow engines designed to provide robust, insightful and useful fixed income analysis from our four RMBS traders and a dedicated Research Specialist. The models that we collectively derive cash flows from include: Bloomberg Analytics, INTEX, monthly Remittance Reports as well as market trade comparables to support our mark-to-market valuations. Our Mortgage desk has extensive market experience across multiple sectors including RMBS, CMBS, and Mortgage Backed Derivatives. Our Fixed Income Research Specialist focuses on taking

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We look forward to working with you and if you have any questions please do not hesitate to contact us.

Best Regards,



Todd Traskos  
Managing Director,  
Institutional Sales and Trading



Robert Greenwood  
Institutional Sales and Trading



August 20,2012

Ulf Deckmark  
Traction Fonder AB  
Hammarby Kaj 16  
12030 Stockholm, Sweden

Re: Daily RMBS valuation service

Dear Ulf:

ABS Investment Group is uniquely positioned to provide monthly technical and fundamental analysis, and valuation on residential mortgage-backed securities (RMBS). ABS Investment Group's management team has originated, structured and managed over \$51 billion of RMBS from 2003 through 2011. None of these securities have taken a principal write-down. In fact, going back to 1994 vintages (when individuals of the management team started securitizing mortgage loans), this management group has been involved in the securitization and management of over \$100 billion of RMBS, and again, none of the securities have taken a principal write-down.

Per the due diligence diagram (attached hereto), ABS Investment Group models all bonds in RMBS using sophisticated cash flow models (Intex, Barclays, and JP Morgan), and Bloomberg analytics, along with market comparables when available. Detailed cash flow models utilizing the above mentioned models using historical performance, current cash flows, option adjusted spread analysis, along with current monthly performance from the bonds provides the investor with the most accurate market pricing and yield analysis. All credit enhancement provisions and the dynamics of each RMBS are reviewed monthly. Also, the RMBS cash flows are stress tested based on performance, pre-payment, and interest rate metrics.

In addition, ABS Investment Group provides these cash flow analysis and outputs along with actual monthly performance statements detailing all characteristics of each RMBS.

Since broker/dealers will only provide valuation services to the clients that are "trading" with them, ABS Investment Group will be an "arm-length" third party valuation provider. ABS Investment Group will not purchase from or sell to any broker/dealer that is doing business with Traction, and ABS Investment Group will not purchase from or sell to Traction direct. This position ensures that ABS

Investment Group's market pricing and yield analysis is unbiased and free from any actual or perceived conflict of interest.

Based on your needs, ABS Investment Group will provide your firm ongoing valuations on a month end basis, spot, and daily. These valuations will be sent to your attention via email each business day. On the month end valuations, we will describe any significant statistical changes (i.e.: any principal and interest payments). There will be a charge for these services of \$250 per RMBS per month. All requests from your firm should be directed to Mark Aarvig, Chief Investment Officer, at [maarvig@absig.com](mailto:maarvig@absig.com), or +1 877 560 6637.

We are committed to providing you with a daily service that is unparalleled in the market today, and we look forward to working with you.

Regards,

Mark Aarvig  
Chief Investment Officer  
ABS Investment Group



August 20,2012

Ulf Deckmark  
Traction Fonder AB  
Hammarby Kaj 16  
12030 Stockholm, Sweden

Re: Daily RMBS valuation service

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Regards,



Mark Aarvig  
Chief Investment Officer  
ABS Investment Group



August 20,2012

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Traction Fonder AB  
Hammarby Kaj 16  
12030 Stockholm, Sweden

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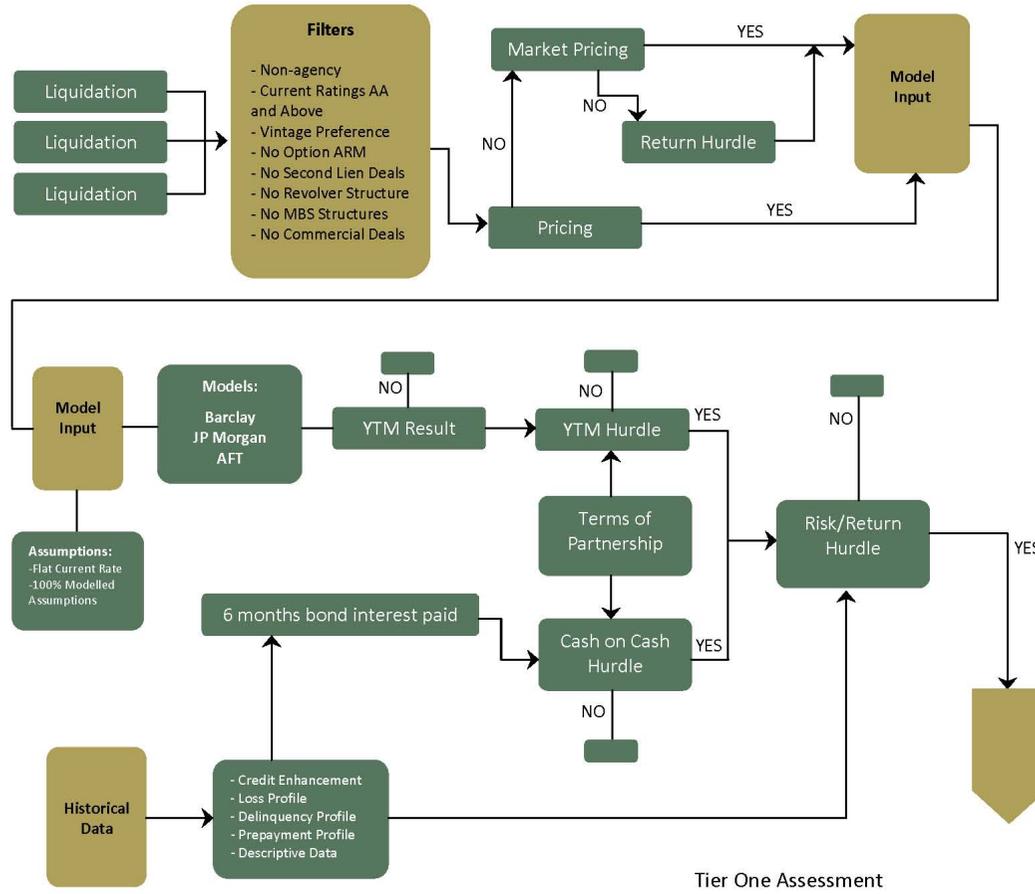
We are committed to providing you with a daily service that is unparalleled in the market today, and we look forward to working with you.

Regards,



Mark Aarvig  
Chief Investment Officer  
ABS Investment Group

# Due Diligence



Valuation Engagement Letter

November 15, 2012

Mr. Traction Fonder A.B.

Thank you for retaining *Hayden Consulting Group LLC* to assist you in this matter. This agreement for business valuation services between *Hayden Consulting Group and Traction Fonder A.B.* outlines our understanding of the terms and objectives of the valuation engagement. In accordance with our understanding, this agreement constitutes a legally binding contract and should be reviewed carefully.

About Hayden and the valuation service: *Hayden Consulting Group is an international consulting, accounting and valuation service provider, with offices in Portland, Oregon; NY, NY; and London, England. Hayden Consulting Group is an international leader in financial advisory services including bond valuation services, litigation, investigative and intelligence services, and real estate consulting.*

The methodology in providing valuation for your RMBS is as follows. *Hayden has specialized experience with the fixed income markets. Our Company's experienced fixed income market specialists will utilize various cash flow engines (INTEX, ABSNet, IDC, Bloomberg) designed to provide robust and useful fixed income analysis that provides critical support to your evaluation needs. The analytics are backed by proprietary quantitative modeling techniques that rely on access to security cash flows and to comprehensive terms and conditions of the securities in order to rationalize a final "market-to-market" valuation.*

Since cash flows of RMBS have the greatest effect on pricing of these investments, our monthly methodology for valuation is satisfactory for your firm in order to maintain regulatory compliance. Nevertheless, in the event that other Market fundamentals or technical changes occur mid-month, we will update the valuations during the analysis and submission of the daily valuation reports.

**General – services and fees:** This letter agreement confirms that *Traction Fonder A.B.* has retained Hayden Consulting Group to provide residential mortgage-backed securities ("RMBS") ~~business~~ valuation services by expressing a conclusion of value of the fair market value of the RMBS in the *Traction Fonder A.B. Fund(s).* (The term fair market value is defined as follows:

← **Formaterat:** Ingen kontroll av enstaka rader, Justera inte mellanrum mellan latinsk och asiatisk text, Justera inte mellanrum mellan asiatisk text och siffror

← **Formaterat:** Teckensnitt:(Standard) Times New Roman

The price at which the ~~RMBS property~~ would change hands between a willing buyer and a willing seller, ~~—neither being a~~ under a compulsion to buy or sell and both having reasonable ~~and of~~ relevant facts.

As part of the engagement we will prepare ~~and deliver by email~~ a written detailed ~~monthly~~ report of our ~~valuations, opinions and findings, and to also prepare and deliver by email daily valuations.~~ *Traction Fonder A.B.* authorizes *Hayden Consulting Group*, its employees, and agents to take whatever actions are, in our exclusive discretion, necessary or appropriate for us to conduct the valuation engagement. We plan to start the engagement on or about ~~November 26th, 2012~~ subject to receipt of materials in our documents receipt list, and unless unforeseen problems are encountered, and be ongoing on a daily and monthly basis for 2012 and 2013. ~~If for any reason we are unable to complete the valuation engagement, we will not issue a report as a result of the engagement.~~ We will resign from the engagement if we determine that continuing or completing the engagement will involve a breach of our ethical or professional standards.

We understand that our services are being performed for ~~Traction Fonder A.B., or one or more of its Funds,~~ and that the services provided by us will be considered our conclusion of value and should not be considered a guarantee as to actual amount you would receive upon sale, nor the amount that may be accepted or found by the court or other fact finder. Also, our report may not be used by *Hayden Consulting Group* or any other person for any other purpose without our written consent, which may be granted or withheld in our absolute discretion.

Per the terms of this agreement, neither our conclusion of value nor the scope of our work provides U.S. federal tax advice. Our conclusion of value and/or report cannot be used for the purpose of avoiding federal tax penalties or promoting, marketing, or recommending to another party any transaction or matter based on our conclusion of value and/or report.

We estimate that our fee for this service will be ~~\$200 per RMBS, per month (1-10 bonds); \$150 per RMBS, per month (11-30 bonds); and \$100 per RMBS per month (31+ bonds)~~, to be paid on a monthly basis. If we encounter unusual circumstances that would require us to expand the scope of the engagement, we will discuss this with you before doing additional work. If issues are identified during the engagement that would cause our fee to change, we will notify you immediately.

~~We will also charge full reimbursement for out of pocket expenses incurred in the course of our engagement including, among others (as applicable), computer database storage, industry research reports and materials, travel and living expenses (meals, lodging, etc.), fees to professionals for consultation regarding the valuation or technical matters, messenger and delivery services, report preparation, copying, and other direct engagement expenses. (Any costs exceeding \$500 to be approved in advance). We will also charge full reimbursement for retaining other experts, if deemed necessary, but such expenses will only be incurred with Traction Fonder A.B. prior approval. In developing our conclusion of value, we may use third party service providers to establish the value of specific assets, such as separate assets or real estate appraisals. We may share confidential information about you with the service providers, but remain committed to maintaining the confidentiality and~~

~~security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to obtain appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third party service provider. We will also charge full reimbursement for retaining third party service providers.~~

~~The fee estimate is for the valuation and valuation report and does not include any services that may be required to defend our valuation report in litigation, including conferences, depositions, court appearances, and testimony. Fees for such services, if required, will be billed at our expert testimony rate of ~~\$225.00~~ per hour.~~

~~We will not have any obligation to issue a report or other document, or communicate our research, analyses, or conclusions, and will not have any obligation to appear for or provide written or oral testimony or evidence at trial, deposition or elsewhere, until your account is paid in full, or alternative arrangements have been mutually agreed to in writing by Traction Fonder A.B. and us. We will have no liability to Traction Fonder A.B., or any other person, by reason of not issuing a report, appearing for and/or providing testimony to other evidence because of Traction Fonder A.B., failure to pay all amounts due us, and Traction Fonder A.B. agrees to indemnify us against any such liability.~~

~~Traction Fonder A.B. is responsible for management decisions and functions and for designating an individual who possesses suitable skill, knowledge, and/or experience, preferably with senior management, to oversee any valuation services and other services we provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities.~~

**Professional standards and confidentiality:** The conclusion of value will represent our professional, unbiased opinion based on the data we were able to obtain within a reasonable time, using our best efforts. We attempt to collect data from reliable sources but do not warrant the accuracy, completeness, or reliability of the data obtained. ~~We will not audit, compile, or review any financial statements, forecasts, or financial data provided to us. At the conclusion of the engagement, we will ask you to sign a representation letter on the accuracy and reliability of the financial information used in the engagement. Accordingly, unless otherwise specified, our conclusion of value will be subject to the validity of the underlying data submitted.~~ Our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist, nor will we be responsible for the impact on our services of incomplete, missing, or withheld information, or mistaken or fraudulent data provided from any other source or sources.

All information and materials of any form or description collected by us in the course of our engagement shall constitute our work files and will at all times, during and after completion of our engagement,

remain in our exclusive possession. We shall have unlimited discretion to retain, discard, or dispose of our work files but will at all times maintain information and materials provided by Traction Fonder A.B. or any Funds associated with same in strictest confidence.

We will use our best efforts to keep strictly confidential the report, its existence, and content, as well as the identity of Traction Fonder A.B. or any other third party for information disclosed in, or pursuant to, any ruling, order, or proceeding of any court or other judicial or non-judicial forum or of any regulatory agency or similar instrumentality.

**Disputes; legal binding contract:** This letter agreement is a legally binding contract between *Traction Fonder A.B.* and us and will be binding upon, and inure to the benefit of, their respective heirs, assigns, successors-in-interest and legal representatives (as applicable). It may not be amended without prior written consent of both parties.

*Traction Fonder A.B.* understands and acknowledges that our services and work product will be subject to the terms of this engagement.

*Traction Fonder A.B.* acknowledges having read this agreement in its entirety, has had full opportunity to consider its terms, has had full satisfactory explanation of same, and fully understands and agrees to be bound by the terms of this agreement.

Please indicate your understanding and acceptance of this agreement by executing this agreement in the space provided below where indicated and return it to our offices with a check in the amount of the retainer fee, indicating your authorization for us to proceed on the above terms and conditions. Please retain the second copy of this agreement for your files

Hayden Consulting Group

By: \_\_\_\_\_

The undersigned agrees to proceed on the above terms and conditions

\_\_\_\_\_

Date: \_\_\_\_\_

## Valuation Engagement Letter

November 15, 2012

Mr. Traction Fonder A.B.

Thank you for retaining *Hayden Consulting Group LLC* to assist you in this matter. This agreement for business valuation services between *Hayden Consulting Group and Traction Fonder A.B.* outlines our understanding of the terms and objectives of the valuation engagement. In accordance with our understanding, this agreement constitutes a legally binding contract and should be reviewed carefully.

**About Hayden and the valuation service:** Hayden Consulting Group is an international consulting, accounting and valuation service provider, with offices in Portland, Oregon; NY, NY; and London, England. Hayden Consulting Group is an international leader in financial advisory services including bond valuation services, litigation, investigative and intelligence services, and real estate consulting.

The methodology in providing valuation for your RMBS is as follows. Hayden has specialized experience with the fixed income markets. Our Company's experienced fixed income market specialists will utilize various cash flow engines (INTEX, ABSNet, IDC, Bloomberg) designed to provide robust and useful fixed income analysis that provides critical support to your evaluation needs. The analytics are backed by proprietary quantitative modeling techniques that rely on access to security cash flows and to comprehensive terms and conditions of the securities in order to rationalize a final "market-to-market" valuation.

Since cash flows of RMBS have the greatest effect on pricing of these investments, our monthly methodology for valuation is satisfactory for your firm in order to maintain regulatory compliance. Nevertheless, in the event that other Market fundamentals or technical changes occur mid-month, we will update the valuations during the analysis and submission of the daily valuation reports.

**General – services and fees:** This letter agreement confirms that *Traction Fonder A.B.* has retained Hayden Consulting Group to provide residential mortgage-backed securities ("RMBS") valuation services by expressing a conclusion of value of the fair market value of the RMBS in the *Traction Fonder A.B. Fund(s)*. The term fair market value is defined as follows:

The price at which the RMBS would change hands between a willing buyer and a willing seller, neither being under a compulsion to buy or sell and both having reasonable and relevant facts.

As part of the engagement we will prepare and deliver by email a written detailed monthly report of our valuations, opinions and findings, and to also prepare and deliver by email daily valuations. *Traction Fonder A.B.* authorizes *Hayden Consulting Group*, its employees, and agents to take whatever actions are, in our exclusive discretion, necessary or appropriate for us to conduct the valuation engagement. We plan to start the engagement on or about **November 26, 2012** subject to receipt of materials in our documents receipt list, and unless unforeseen problems are encountered, and be ongoing on a daily and monthly basis for 2012 and 2013. We will resign from the engagement if we determine that continuing or completing the engagement will involve a breach of our ethical or professional standards.

We understand that our services are being performed for *Traction Fonder A.B.*, or one or more of its *Funds*, and that the services provided by us will be considered our conclusion of value and should not be considered a guarantee as to actual amount you would receive upon sale, nor the amount that may be accepted or found by the court or other fact finder. Also, our report may not be used by *Hayden Consulting Group* or any other person for any other purpose without our written consent, which may be granted or withheld in our absolute discretion.

Per the terms of this agreement, neither our conclusion of value nor the scope of our work provides U.S. federal tax advice. Our conclusion of value and/or report cannot be used for the purpose of avoiding federal tax penalties or promoting, marketing, or recommending to another party any transaction or matter based on our conclusion of value and/or report.

We estimate that our fee for this service will be \$200 per RMBS, per month (1-10 bonds); \$150 per RMBS, per month (11-30 bonds); and \$100 per RMBS per month (31+ bonds), to be paid on a monthly basis. If we encounter unusual circumstances that would require us to expand the scope of the engagement, we will discuss this with you before doing additional work. If issues are identified during the engagement that would cause our fee to change, we will notify you immediately.

**Professional standards and confidentiality:** The conclusion of value will represent our professional, unbiased opinion based on the data we are able to obtain within a reasonable time, using our best efforts. We attempt to collect data from reliable sources but do not warrant the accuracy, completeness, or reliability of the data obtained. Our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist, nor will we be responsible for the impact on our services of incomplete, missing, or withheld information, or mistaken or fraudulent data provided from any other source or sources.

All information and materials of any form or description collected by us in the course of our engagement shall constitute our work files and will at all times, during and after completion of our engagement, remain in our exclusive possession. We shall have unlimited discretion to retain, discard, or dispose of our work files but will at all times maintain information and materials provided by *Traction Fonder A.B.* or any *Funds* associated with same in strictest confidence.

We will use our best efforts to keep strictly confidential the report, its existence, and content, as well as the identity of Traction Fonder A.B. or any other third party for information disclosed in, or pursuant to, any ruling, order, or proceeding of any court or other judicial or non-judicial forum or of any regulatory agency or similar instrumentality.

**Disputes; legal binding contract:** This letter agreement is a legally binding contract between *Traction Fonder A.B.* and us and will be binding upon, and inure to the benefit of, their respective heirs, assigns, successors-in-interest and legal representatives (as applicable). It may not be amended without prior written consent of both parties.

*Traction Fonder A.B.* understands and acknowledges that our services and work product will be subject to the terms of this engagement.

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Please indicate your understanding and acceptance of this agreement by executing this agreement in the space provided below where indicated and return it to our offices with a check in the amount of the retainer fee, indicating your authorization for us to proceed on the above terms and conditions. Please retain the second copy of this agreement for your files

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Since cash flows of RMBS have the greatest effect on pricing of these investments, our monthly methodology for valuation is satisfactory for your firm in order to maintain regulatory compliance. Nevertheless, in the event that other Market fundamentals or technical changes occur mid-month, we will update the valuations during the analysis and submission of the daily valuation reports.

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Per the terms of this agreement, neither our conclusion of value nor the scope of our work provides U.S. federal tax advice. Our conclusion of value and/or report cannot be used for the purpose of avoiding federal tax penalties or promoting, marketing, or recommending to another party any transaction or matter based on our conclusion of value and/or report.

We estimate that our fee for this service will be \$200 per RMBS, per month (1-10 bonds); \$150 per RMBS, per month (11-30 bonds); and \$100 per RMBS per month (31+ bonds), to be paid on a monthly basis. If we encounter unusual circumstances that would require us to expand the scope of the engagement, we will discuss this with you before doing additional work. If issues are identified during the engagement that would cause our fee to change, we will notify you immediately.

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We will use our best efforts to keep strictly confidential the report, its existence, and content, as well as the identity of Traction Fonder A.B. or any other third party for information disclosed in, or pursuant to, any ruling, order, or proceeding of any court or other judicial or non-judicial forum or of any regulatory agency or similar instrumentality.

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*Traction Fonder A.B.* understands and acknowledges that our services and work product will be subject to the terms of this engagement.

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Hayden Consulting Group

By: \_\_\_\_\_

The undersigned agrees to proceed on the above terms and conditions

By: \_\_\_\_\_

Date: \_\_\_\_\_

## HAYDEN CONSULTING GROUP LLC

VALUATION AND CONSULTING SERVICES

One World Trade Center  
121 SW Salmon Street  
Eleventh Floor  
Portland, Oregon 97204  
503.510.9198  
HaydenConsultingIntl@gmail.com



PORTLAND

NEW YORK

LONDON

### Valuation Engagement Letter

November 15, 2012

Ulf Deckmark  
Traction Fonder A.B.  
Hammarby Kaj 16  
Stockholm, Sweden 12030

Dear Ulf:

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The methodology in providing valuation for your RMBS is as follows. Hayden has specialized experience with the fixed income markets. Our Company's experienced fixed income market specialists will utilize various cash flow engines (INTEX, ABSNet, IDC, Bloomberg) designed to provide robust and useful fixed income analysis that provides critical support to your evaluation needs. The analytics are backed by proprietary quantitative modeling techniques that rely on access to security cash flows and to comprehensive terms and conditions of the securities in order to rationalize a final "market-to-market" valuation.

Since cash flows of RMBS have the greatest effect on pricing of these investments, our monthly methodology for valuation is satisfactory for your firm in order to maintain regulatory compliance. Nevertheless, in the event that other Market fundamentals or technical changes occur mid-month, we will update the valuations during the analysis and submission of the daily valuation reports.

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We understand that our services are being performed for *Traction Fonder A.B.*, or one or more of its *Funds*, and that the services provided by us will be considered our conclusion of value and should not be considered a guarantee as to actual amount you would receive upon sale, nor the amount that may be accepted or found by the court or other fact finder. Also, our report may not be used by *Hayden Consulting Group* or any other person for any other purpose without our written consent, which may be granted or withheld in our absolute discretion.

Per the terms of this agreement, neither our conclusion of value nor the scope of our work provides U.S. federal tax advice. Our conclusion of value and/or report cannot be used for the purpose of avoiding federal tax penalties or promoting, marketing, or recommending to another party any transaction or matter based on our conclusion of value and/or report.

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All information and materials of any form or description collected by us in the course of our engagement shall constitute our work files and will at all times, during and after completion of our engagement, remain in our exclusive possession. We shall have unlimited discretion to retain, discard, or dispose of our work files but will at all times maintain information and materials provided by *Traction Fonder A.B.* or any *Funds* associated with same in strictest confidence.

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Thomas Eppereson

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By: \_\_\_\_\_

Date: \_\_\_\_\_

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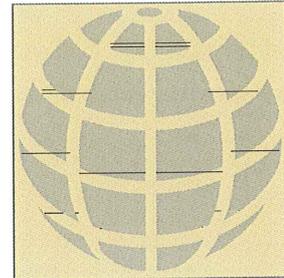
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Thomas Eppereson

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By:   
UIT Deckendorf

Date: 28/11-2012

November 28, 2012

Ulf Deckmark  
Traction Fonder A.B.  
Hammarby Kaj 16  
Stockholm, Sweden 12030

Dear Ulf:

We are looking forward to working with you to provide "mark-to-market" / "net asset value" levels on your bond portfolio, daily.

Unlike most RMBS valuation companies, Hayden Consulting Group does not perform investment banking services and does not own or trade RMBS. We only provide valuation services and have no internal conflicts of interest regarding RMBS. Since the valuation services were first provided in 1981, Hayden Consulting Group values real estate and whole loans, ABS, CMBS, RMBS, and unrated private-placements of corporate bonds, and is among the top ten of all US valuation providers.

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Again, we are looking forward to a mutually beneficial relationship.

Regards,

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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.

April 19, 2013

Ulf Deckmark, President  
Optimus Fonder  
Hammarby Kaj 16  
Stockholm, Sweden 12030

Re: Question of “independence”

Dear Ulf:

This letter will put into writing that Hayden Financial has always been and is currently a third party, independent consulting group.

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Finally, we have no conflicts of interest within our business or the services that we provide. We have no business relationship with ABSIG, ABS Investment Group, or Mark Bishop individually.

I hope this answers your questions. Please contact me if you have further questions.

Sincerely,

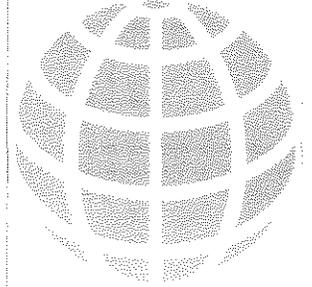
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Eleventh Floor  
Portland, Oregon 97204  
503.471.1327

hayden@haydenconsultingintl.com



PORTLAND

NEW YORK

LONDON

April 19, 2013  
Ulf Deckmark, President  
Optimus Fonder  
Hammarby Kaj 16  
Stockholm, Sweden 12030

Re: Question of "independence"

Dear Ulf:

This letter will put into writing that Hayden Financial has always been and is currently a third party, independent consulting group.

Hayden Consulting Group is an international consulting, accounting and valuation service provider, with offices in Portland, Oregon, New York, New York, and London, England. Hayden Consulting Group is an international leader in financial advisory services including bond valuation services, litigation, investigative and intelligence services, and real estate consulting.

Unlike most RMBS valuation companies, Hayden Consulting Group does not perform investment banking services and does not own or trade RMBS. We only provide valuation services and have no internal conflicts of interest regarding RMBS. Since the valuation services were first provided in 1981, Hayden Consulting Group values real estate and whole loans, ABS, CMBS, RMBS, and unrated private-placements of corporate bonds, and is among the top ten of all US valuation providers.

Finally, we have no conflicts of interest within our business or the services that we provide. Hayden is completely independent with respect to Optimus Fonder, ABSIG, ABS Investment Group, or Mark Bishop individually.

I hope this answers your questions. Please contact me if you have further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "J Thomas Epperson".

J Thomas Epperson

April 19, 2013  
Ulf Deckmark, President  
Hammarby Kaj 16  
Stockholm, Sweden 12030

Re: Market Valuation

Dear Ulf:

The methodology in providing valuation for your RMBS is as follows. Hayden has specialized experience with the fixed income markets. Our Company's experienced fixed income market specialists will utilize various cash flow engines (INTEX, ABSNet, IDC, Bloomberg) designed to provide robust and useful fixed income analysis that provides critical support to your evaluation needs. The analytics are backed by proprietary quantitative modeling techniques that rely on access to security cash flows, monthly trustee servicing and performance reports, and to comprehensive terms and conditions of the securities in order to rationalize a final "market-to-market" valuation.

Since cash flows of RMBS have the greatest effect on pricing of these investments, our monthly methodology for valuation is satisfactory for your firm in order to maintain regulatory compliance. Nevertheless, in the event that other Market fundamentals or technical changes occur mid-month, we update the valuation reports daily.

The conclusion of value will represent our professional unbiased "market value" for the securities under review. Unlike most RMBS valuation companies, Hayden Consulting Group does not perform investment banking services and does not own or trade RMBS. We only provide valuation services and have no internal conflicts of interest regarding RMBS. This makes our valuations stronger and "at market", relative to any investment banking firm in the country.

Furthermore, we believe that our daily market valuations have been accurate for the purposes for which Optimus Fonder has used them. Our daily market valuations have held up accurately against your purchases and sales of bonds, and we look forward to a continued relationship with you.

Sincerely,

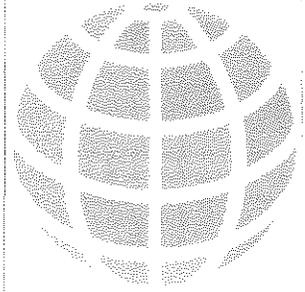
Tom Epperson

**HAYDEN CONSULTING GROUP LLC**

VALUATION AND CONSULTING SERVICES

One World Trade Center  
121 SW Salmon Street  
Eleventh Floor  
Portland, Oregon 97204  
503.473.1327

hayden@haydenconsultingIntl.com



ROSLINDALE NEW YORK LONDON

April 19, 2013  
Ulf Deckmark, President  
Optimus Fonder  
Hammarby Kaj 16  
Stockholm, Sweden 12030

Re: Market Valuation

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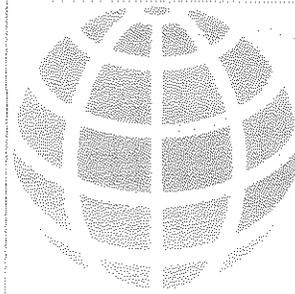
A handwritten signature in black ink, appearing to read "J Thomas Epperson".

J Thomas Epperson

## HAYDEN CONSULTING GROUP LLC

VALUATION AND CONSULTING SERVICES

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info@haydenconsultingintl.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  
39<sup>th</sup> 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

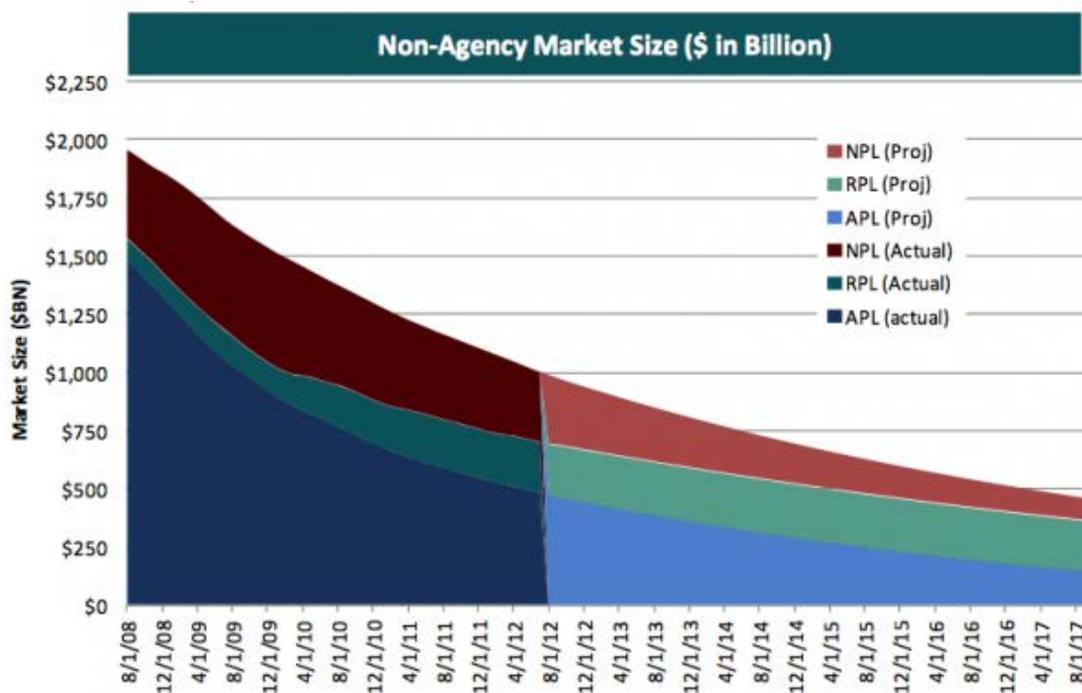
## Memorandum explaining the need for third party valuations.

Third party valuations are necessary for mark-to-market of Residential Mortgage-Backed Securities.

### BACKGROUND:

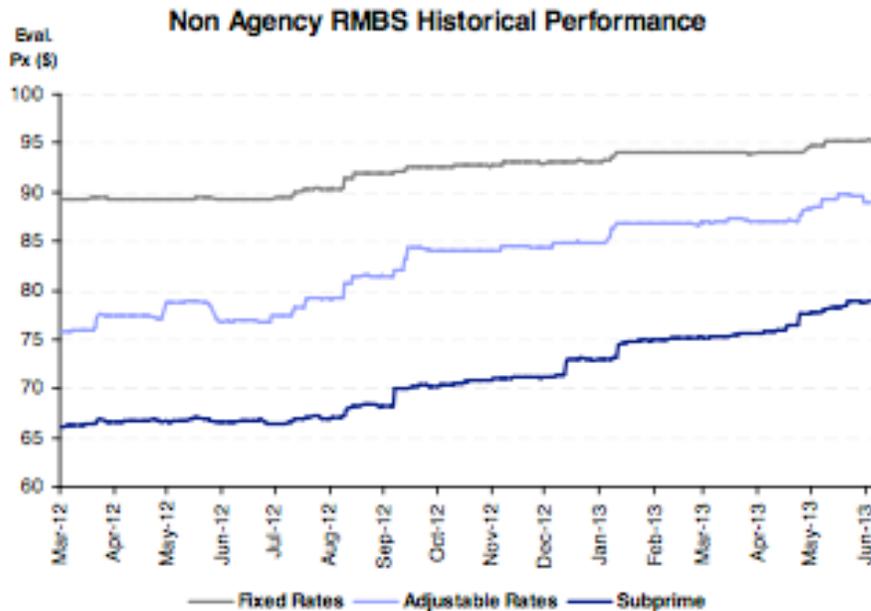
Mortgage-Backed Securities – Mortgage-backed securities (MBS) are debt obligations that represent claims to the cash flows from pools of mortgage loans, most commonly on residential property. Mortgage loans are purchased from banks, mortgage companies, and other originators and then assembled into pools by a governmental, quasi-governmental, or private entity. The entity then issues securities that represent claims on the principal and interest payments made by borrowers on the loans in the pool, a process known as securitization.

Size of RMBS Market – The entire private-label market stood at \$999.7 billion in July of 2012.



Private Label RMBS Historical Performance

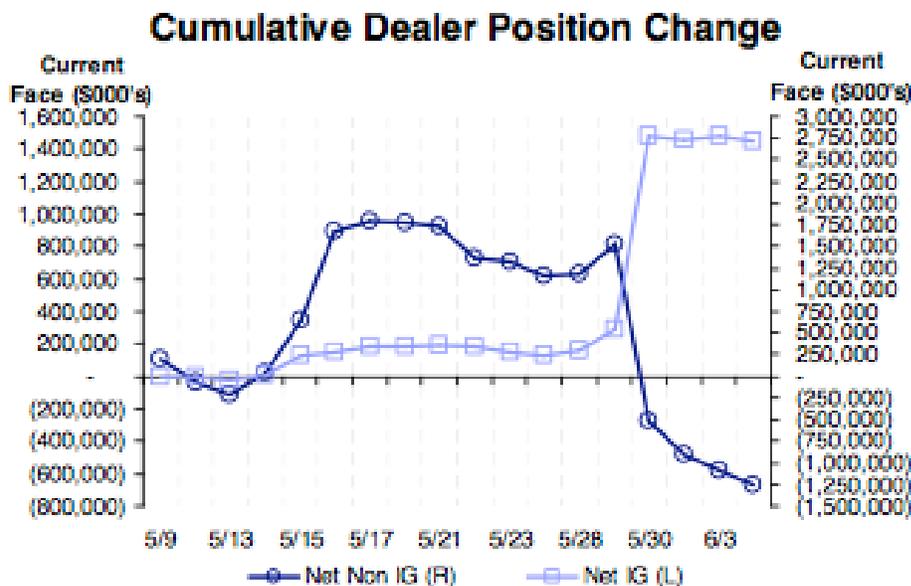
Exhibit 1. Strong Year-End 2012 Rally Extended into First Half of 2013



Source: Interactive Data  
Includes only Senior, non Support tranches

**RMBS Market Makers** – Most large broker-dealers, such as Barclays, Credit Suisse, and JP Morgan, have a Fixed Income trading desk that trades and takes positions in RMBS Bonds. Several regional dealers also trade RMBS bonds on behalf of their clients.

Exhibit 2. Increased Street Position in IG Non-Agency Bonds



Source: FINRA-Interactive Data STAR

CUSIP – Every RMBS Bond has a unique nine-character alphanumeric identifier or CUSIP number assigned to it. The Committee on Uniform Security Identification Procedures was established by the American Bankers Association to develop a uniform method of identifying securities.

ISIN – Every RMBS Bonds has a unique twelve-digit alphanumeric identifier or ISIN number assigned to it. The International Securities Identification Number is a 12-character alpha-numerical code that does not contain information characterizing financial instruments but serves for uniform identification of a security at trading and settlement.

Regulatory Body – US Securities and Exchange Commission (SEC).

Third Party Valuations and Trade Price support and supplement each other. Hayden offers a valuation service that uses all the publically available loan performance data, recent bond trading data levels, and current fair value standards to determine the investment value of a bond. Particularly, with asset-backed securities (ABS) and the subject mortgage-backed securities (MBS), the subject portfolio bonds are not necessarily traded every day. Because of this, exchange pricing is not regularly available, and therefore, daily pricing must be supported and supplemented by third party bond evaluators when daily mark-to-market valuations are required.

Private-label RMBS Bonds are not traded on a "regulated market exchange". Therefore, third party valuations are necessary for the daily determination of mark-to-market of an RMBS Bond or portfolio of Bonds.

## **Memorandum**

**Date:** September 6, 2013

**To:** Ulf Deckmark

**From:** Tom Epperson  
Hayden Consulting International

**Re:** Email from Jonas Lexmark, Swedbank

CWABS (US126670PH55) – Daily valuations began on August 20, 2013, and ended on January 31, 2013. The subject bond was initially valued at 32.00% based on trades in the Market and analytical cash flow analysis. The daily valuation was changed to 31.875% on October 1, 2013 where it remained until January 22, 2013 at which time the daily valuation was moved to 58.00%. The dramatic increase in price was due to new trades in the Market for this particular bond and most CWL, CWABS, and other Countrywide mortgage backed securities. A Countrywide discriminatory lending settlement was rumored in early January 2013. News of a deadline to settle the claim was suggested in the Market for January 25, 2013. The settlement talk, and eventual settlement, placed significant interest on CWABS bonds in the Market, pushing performance rates on pricing for the subject bond close to 60.00% for the daily valuations. Competitive bidding drove the sales price to 63.25%.

PCHL (US71085PDD24) – Daily valuations began on August 20, 2013, and ended on February 13, 2013. The subject bond was initially valued at 76.00% based on trades in the Market and analytical cash flow analysis. The daily valuation was changed to 69.00% on February 12, 2013 with one trade discovered in the Market. On February 13, 2013 the daily valuation was changed to 55.625% on one trade. The reduction in price was due to new trades in the Market for this bond and other performance issues. When the bond was first valued, HPI indicators were close to 100% and increasing foreclosure rates through March of 2013. After that time period, performance has steadily improved. Nevertheless, principal payments were sporadic in 2012 and stopped in December 2012. A decision was made to sell the bond in case principal payments disappeared, which would cause a significant deterioration in the value. In February 2013, a few trades around 55% were noted. However principal has resumed regularly and prepay speeds have increased, and just recently (July 23, 2013) the bond pricing has jumped in excess of 75-00 based on strong cash flow and performance.

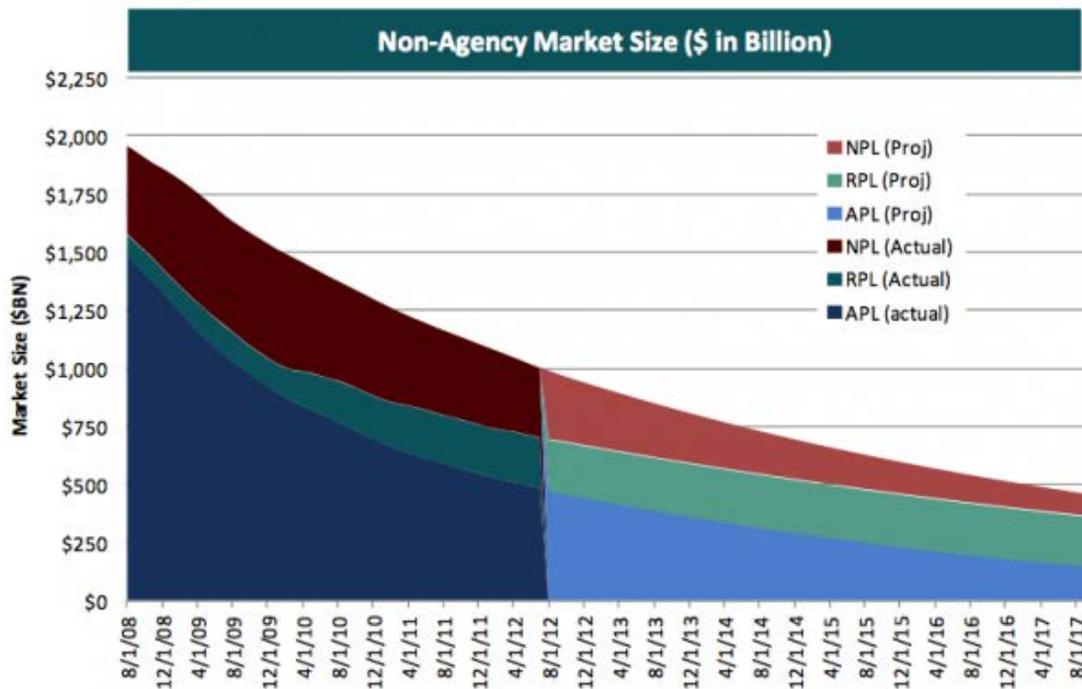
## Memo som förklarar behovet av värderingar från en tredje part.

Tredjepartsvärderingar är nödvändiga för mark-to-market gällande Residential Mortgage-backed securities.

### BAKGRUND:

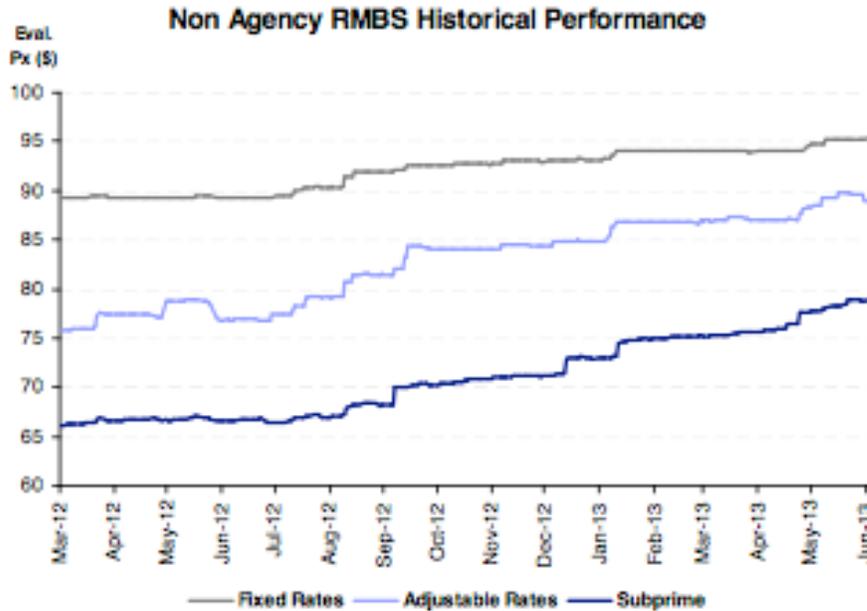
**Mortgage-backed securities** – mortgage-backed securities (MBS) är skuldb obligationer som representerar fordringar till kassaflöden från pooler av bolån, oftast på bostadsfastigheter. Bolån är köpt från banker, bostadsinstitut och andra upphovsmän och sedan har dessa blivit ihopsatta i pooler utav ett statligt, kvasi-statligt eller privat enhet. Enheten utfärdar därefter värdepapper som representerar fordringar på kapitalbelopp och ränta som skall göras av låntagare på lånen i poolen, en process som kallas securitization.

**Storlek på RMBS Market** – Hela private-label marknaden uppgick i juli 2012 till \$ 999.7 billions.



Private Label RMBS Historisk avkastning

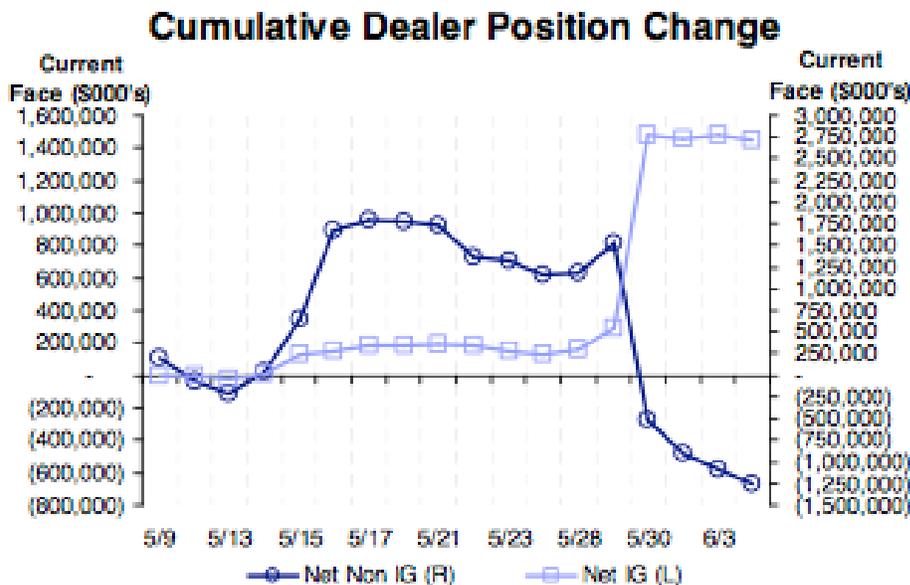
Exhibit 1. Strong Year-End 2012 Rally Extended into First Half of 2013



Source: Interactive Data  
Includes only Senior, non Support tranches

**RMBS Market Makers** – De flesta stora Investment Banking firmor, såsom Barclays, Credit Suisse, och JP Morgan, har en Fixed Income Trading Desk som bedriver handel och tar positioner i RMBS obligationer. Flera regionala Investment Banking firmor bedriver också handel med RMBS obligationer på uppdrag av sina kunder.

Exhibit 2. Increased Street Position in IG Non-Agency Bonds



Source: FINRA-Interactive Data STAR

**CUSIP** – Varje RMBS obligation har en unik alfanumerisk identifierare bestående av nio tecken i kombination eller ett CUSIP nummer som tilldelats den. The Committee on Uniform Security Identification Procedures skapades av American Bankers Association i syfte att utveckla en enhetlig metod för att identifiera värdepapper.

**ISIN** – Varje RMBS obligation har en unik alfanumerisk identifierare bestående av tolv tecken i kombination eller ett ISIN-nummer som tilldelats den. International Securities Identification Number (ISIN) skapar en enhetlig identifiering av en obligation vid handel och uppgörelse.

**Tillsynsmyndighet** – US Securities and Exchange Commission (SEC).

**Tredjepartsvärderingar** och Trade Price stödjer och kompletterar varandra. Hayden erbjuder en värderingstjänst som använder alla offentligt tillgängliga uppgifter rörande lånens prestanda, nivåer för senaste obligationshandel, och aktuella antaganden för att beräkna marknadsvärdet på en obligation. Asset-backed securities (ABS) och mortgage-backed securities (MBS) handlas inte nödvändigtvis varje dag. På grund av detta, är "exchange" prissättning inte regelbundet tillgänglig, och därför måste daglig prissättning stödjas och kompletteras av tredje parts värderare när daglig mark-to-market värdering krävs.

Private label RMBS obligationer handlas inte på en "reglerad exchange/marknad". Därför är värderingar från en tredje part nödvändiga för den dagliga fastställande av mark-to-market för en RMBS obligation eller en portfölj av obligationer.

# 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	Oct-12	57.000%
CWL 2005-16 MV1	126670PH5	2,500,000	1.000000	Oct-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	Oct-12	48.000%
PCHLT 2005-4 1A2	71085PDD2	4,675,000	0.228934	Oct-12	75.000%
FARM 2005-6 4A2	576433A63	3,187,000	0.449458	Oct-12	24.000%
FAB 2003-5 1B	161546GP5	3,000,000	0.486875	Oct-12	48.000%
<b>Total NAV (USD):</b>					<b>4,753,487.86</b>

## Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
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0 transactions

Hayden Consulting Group, LLC

Accounts Department

[hayden@haydenconsultingintl.com](mailto:hayden@haydenconsultingintl.com)

One World Trade Center, 121 SW Salmon Street, Eleventh Flr, Portland, Oregon 97204, (503)510-9198

# DAILY CONFIRMATION

## TRACTION FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2012 December 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	Nov-12	57.000%
CWL 2005-16 MV1	126670PH5	2,500,000	1.000000	Nov-12	31.875%
GSAMP 2003-HE1 M2	36228FSV9	1,200,000	0.113170	Nov-12	77.000%
MT 2005-2 1A4	52520MBR3	4,325,000	0.735295	Nov-12	47.250%
CHLT 2005-4 1A2	71085PDD2	4,675,000	0.228934	Nov-12	75.000%
ARM 2005-6 4A2	576433A63	3,187,000	0.449458	Nov-12	24.500%
FAB 2003-5 1B	161546GP5	3,000,000	0.486875	Nov-12	49.000%
WALT 2005-28CB 1A11	12667GE82	4,395,400	0.900028	Nov-12	26.000%
NDX 2006-AR4 A1B	45661EAW4	5,350,000	0.250206	Nov-12	28.000%
<b>Total NAV (USD):</b>					<b>6,154,769.43</b>

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
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[none]

Hayden Consulting Group, LLC

Accounts Department

[hayden@haydenconsultingintl.com](mailto:hayden@haydenconsultingintl.com)

One World Trade Center, 121 SW Salmon Street, Eleventh Flr, Portland, Oregon 97204, (503)510-9198

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## DAILY CONFIRMATION

### TRACTION FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2013 January 31

#### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
CMLTI 2005-WF1 M1	17307GPG7	925,000	0.906571852	26-Dec-2012	74.250%
CWL 2005-16 MV1	126670PH5	2,500,000	1.000000000	26-Dec-2012	58.000%
GSAMP 2003-HE1 M2	36228FSV9	1,200,000	0.112919849	20-Dec-2012	76.750%
MT 2005-2 1A4	52520MBR3	4,325,000	0.712139220	26-Dec-2012	48.500%
CHLT 2005-4 1A2	71085PDD2	4,675,000	0.227510456	26-Dec-2012	75.000%
ARM 2005-6 4A2	576433A63	3,187,000	0.447531393	26-Dec-2012	24.000%
FAB 2003-5 1B	161546GP5	3,000,000	0.486875141	26-Dec-2012	47.500%
WALT 2005-28CB 1A11	12667GE82	4,395,400	0.895052500	26-Dec-2012	25.000%
DX 2006-AR4 A1B	45661EAW4	5,350,000	0.248500551	26-Dec-2012	30.000%
<b>Total NAV (USD):</b>					<b>6,886,630.34</b>

#### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
-----------	-----------	--------------	--------------	-----------------

[none]

Hayden Consulting Group, LLC

Accounts Department

[hayden@haydenconsultingintl.com](mailto:hayden@haydenconsultingintl.com)

One World Trade Center, 121 SW Salmon Street, Eleventh Flr, Portland, Oregon 97204, (503)510-9198

127

## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2013 February 22

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
LMT 2005-2 1A4	52520MBR3	4,325,000	0.691214470	25-Jan-2013	46.000%
MARM 2005-6 4A2	576433A63	3,187,000	0.444932260	25-Jan-2013	24.000%
CFAB 2003-5 1B	161546GP5	3,000,000	0.425013672	25-Jan-2013	47.500%
CWALT 2005-28CB 1A11	12667GE82	4,395,400	0.888068048	25-Jan-2013	21.000%
CBASS 07-CB1 AF6	1248MGAP9	2,500,000	0.918935956	25-Jan-2013	57.000%
CBASS 07-CB1 AF4	1248MGAM6	2,500,000	0.946732849	25-Jan-2013	59.000%
<b>Total NAV (USD):</b>					<b>5,846,767.15</b>

### Credit Surveillance:

Bond Name	Cusip No.	Comments
[none]		

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Factor Date	Curr. Valuation
BOAMS 2004-L B1	05949AZH6	12,863,000	0.89057788	25-Jan-2013	37.500%

### \* Notes:

[none]

Hayden Consulting Group, LLC

Accounts Department

[hayden@haydenconsultingintl.com](mailto:hayden@haydenconsultingintl.com)

One World Trade Center, 121 SW Salmon Street, Eleventh Flr, Portland, Oregon 97204, (503)510-9198

## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2013 February 27

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
LMT 2005-2 1A4	52520MBR3	4,325,000	0.691214470	25-Jan-2013	46.000%
MARM 2005-6 4A2	576433A63	3,187,000	0.444932260	25-Jan-2013	24.000%
CFAB 2003-5 1B	161546GP5	3,000,000	0.425013672	25-Jan-2013	47.500%
CWALT 2005-28CB 1A11	12667GE82	4,395,400	0.888068048	25-Jan-2013	21.000%
CBASS 07-CB1 AF6	1248MGAP9	2,500,000	0.918935956	25-Jan-2013	57.000%
CBASS 07-CB1 AF4	1248MGAM6	2,500,000	0.946732849	25-Jan-2013	59.000%
BOAMS 2004-L B1	05949AZH6	12,863,000	0.890577880	25-Jan-2013	37.500%
<b>Total NAV (USD):</b>					<b>10,142,580.88</b>

### Credit Surveillance:

Bond Name	Cusip No.	Comments
[none]		

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

### \* Notes:

[none]
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Hayden Consulting Group, LLC

Accounts Department

[hayden@haydenconsultingintl.com](mailto:hayden@haydenconsultingintl.com)

One World Trade Center, 121 SW Salmon Street, Eleventh Flr, Portland, Oregon 97204, (503)510-9198

## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2013 March 27

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
LMT 2005-2 1A4	52520MBR3	4,325,000	0.657519403	25-Feb-2013	41.500%
MARM 2005-6 4A2	576433A63	3,187,000	0.443294730	25-Feb-2013	24.000%
CFAB 2003-5 1B	161546GP5	3,000,000	0.425013672	25-Feb-2013	47.500%
CWALT 2005-28CB 1A11	12667GE82	4,395,400	0.883165316	25-Feb-2013	21.000%
CBASS 07-CB1 AF6	1248MGAP9	2,500,000	0.916338420	25-Feb-2013	57.000%
CBASS 07-CB1 AF4	1248MGAM6	2,500,000	0.944056739	25-Feb-2013	59.000%
BOAMS 2004-L B1	05949AZH6	12,863,000	0.888565110	25-Feb-2013	37.500%
<b>Total NAV (USD):</b>					<b>9,924,439.33</b>

### Credit Surveillance:

Bond Name	Cusip No.	Comments
[none]		

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Factor Date	Curr. Valuation
NSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	25-Feb-2013	64.375%

### \* Notes:

[none]

Hayden Consulting Group, LLC

Accounts Department

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One World Trade Center, 121 SW Salmon Street, Eleventh Flr, Portland, Oregon 97204, (503)510-9198

## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2013 April 10

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
LMT 2005-2 1A4	52520MBR3	4,325,000	0.636172783	25-Mar-2013	41.000%
MARM 2005-6 4A2	576433A63	3,187,000	0.442382660	25-Mar-2013	24.000%
CFAB 2003-5 1B	161546GP5	3,000,000	0.419388119	25-Mar-2013	49.000%
CWALT 2005-28CB 1A11	12667GE82	4,395,400	0.848321814	25-Mar-2013	21.000%
CBASS 07-CB1 AF6	1248MGAP9	2,500,000	0.913812476	25-Mar-2013	54.000%
CBASS 07-CB1 AF4	1248MGAM6	2,500,000	0.941454388	25-Mar-2013	57.500%
BOAMS 2004-L B1	05949AZH6	12,863,000	0.886555750	25-Mar-2013	38.000%
<b>Total NAV (USD):</b>					<b>9,786,412.29</b>

### Credit Surveillance:

Bond Name	Cusip No.	Comments
[none]		

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
NSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	25-Mar-2013 64.375%

### \* Notes:

[none]

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# DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2013 April 29

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
LMT 2005-2 1A4	52520MBR3	4,325,000	0.636172783	25-Mar-2013	41.000%
MARM 2005-6 4A2	576433A63	3,187,000	0.442382660	25-Mar-2013	24.000%
CFAB 2003-5 1B	161546GP5	3,000,000	0.419388119	25-Mar-2013	48.000%
CWALT 2005-28CB 1A11	12667GE82	4,395,400	0.848321814	25-Mar-2013	21.000%
BOAMS 2004-L B1	05949AZH6	12,863,000	0.886555750	25-Mar-2013	38.000%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	25-Mar-2013	64.500%
<b>Total NAV (USD):</b>					<b>8,481,060.17</b>

**Credit Surveillance:**

Bond Name	Cusip No.	Comments

**Pending Due Diligence Transactions:**

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Factor Date	Curr. Valuation
LN 2008-6 B1	52525FAH6	6,614,000	0.970099592	25-Mar-2013	58.500%

**\* Notes:**

Citi Bank purchased at auction, CBASS 2007-CB1 AF4, at 49.625%, on 4-22-2013.

CBASS 07-CB1 AF4 and AF6 bonds sold/settled 4-25-2013 @ 50.000%.

\* Month end valuation will be available 01/05/13.

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132-2013-04-29

## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2013 May 15

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
LMT 2005-2 1A4	52520MBR3	4,325,000	0.621459725	25-Apr-2013	41.500%
MARM 2005-6 4A2	576433A63	3,187,000	0.437640930	25-Apr-2013	24.000%
CFAB 2003-5 1B	161546GP5	3,000,000	0.419388119	25-Apr-2013	48.500%
CWALT 2005-28CB 1A11	12667GE82	4,395,400	0.714057606	25-Apr-2013	21.000%
BOAMS 2004-L B1	05949AZH6	12,863,000	0.884543240	25-Apr-2013	38.000%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	25-Apr-2013	64.500%
LMT 2008-6 B1	52525FAH6	6,614,000	0.970099592	25-Apr-2013	58.500%
<b>Total NAV (USD):</b>					<b>12,090,805.46</b>

### Credit Surveillance:

Bond Name	Cusip No.	Comments
[none]		

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
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### \* Notes:

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## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2013 May 29

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
LMT 2005-2 1A4	52520MBR3	4,325,000	0.621459725	25-Apr-2013	35.000%
MARM 2005-6 4A2	576433A63	3,187,000	0.437640930	25-Apr-2013	23.000%
CFAB 2003-5 1B	161546GP5	3,000,000	0.419388119	25-Apr-2013	48.000%
CWALT 2005-28CB 1A11	12667GE82	4,395,400	0.714057606	25-Apr-2013	20.000%
BOAMS 2004-L B1	05949AZH6	12,863,000	0.884543240	25-Apr-2013	39.000%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	25-Apr-2013	64.500%
LMT 2008-6 B1	52525FAH6	6,614,000	0.970099592	25-Apr-2013	60.000%
<b>Total NAV (USD):</b>					<b>12,074,495.85</b>

### Credit Surveillance:

Bond Name	Cusip No.	Comments
[none]		

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
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### \* Notes:

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## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2013 June 17

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
LMT 2005-2 1A4	52520MBR3	4,325,000	0.600319989	28-May-2013	32.000%
MARM 2005-6 4A2	576433A63	3,187,000	0.436676872	28-May-2013	21.750%
CFAB 2003-5 1B	161546GP5	3,000,000	0.419388119	28-May-2013	48.000%
CWALT 2005-28CB 1A11	12667GE82	4,395,400	0.679990972	28-May-2013	20.000%
BOAMS 2004-L B1	05949AZH6	12,863,000	0.882522628	28-May-2013	36.000%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	28-May-2013	64.500%
LMT 2008-6 B1	52525FAH6	6,614,000	0.970099592	28-May-2013	60.000%
<b>Total NAV (USD):</b>					<b>11,565,860.78</b>

### Credit Surveillance:

Bond Name	Cusip No.	Comments
[none]		

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Factor Date	Curr. Valuation
BAFC 2004-1 B2	05946XGH0	5,345,000	0.7336889504	28-May-2013	70.000%

### \* Notes:

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## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2013 June 27

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.436676872	28-May-2013	21.750%
CFAB 2003-5 1B	161546GP5	3,000,000	0.419388119	28-May-2013	48.000%
CWALT 2005-28CB 1A11	12667GE82	4,395,400	0.679990972	28-May-2013	20.000%
BOAMS 2004-L B1	05949AZH6	12,863,000	0.882522628	28-May-2013	36.000%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	28-May-2013	64.500%
LMT 2008-6 B1	52525FAH6	6,614,000	0.970099592	28-May-2013	60.000%
BAFC 2004-1 B2	05946XGH0	5,345,000	0.7336889504	28-May-2013	70.000%
<b>Total NAV (USD):</b>					<b>13,480,115.12</b>

### Credit Surveillance:

Bond Name	Cusip No.	Comments
[none]		

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

### \* Notes:

[none]

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## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2013 July 10

### 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	45.500%
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%
<b>Total NAV (USD):</b>					<b>13,377,062.65</b>

### Credit Surveillance:

Bond Name	Cusip No.	Comments
[none]		

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Factor Date	Curr. Valuation
GSA 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

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%
<b>Total NAV (USD):</b>					<b>20,726,744.57</b>

### Credit Surveillance:

Bond Name	Cusip No.	Comments
[none]		

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Factor Date	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

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2013 July 26

### 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	38.000%
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%
SAIL 2006-4 A5	86360WAE2	30,000,000	1.000000000	25-Jun-2013	75.000%
<b>Total NAV (USD):</b>					<b>43,176,418</b>

### Credit Surveillance:

Bond Name	Cusip No.	Comments
[none]		

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

### \* Notes:

[none]

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## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2013 July 30

### 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	38.000%
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%
SAIL 2006-4 A5	86360WAE2	30,000,000	1.000000000	25-Jun-2013	75.000%
<b>Total NAV (USD):</b>					<b>43,176,418</b>

### Credit Surveillance:

Bond Name	Cusip No.	Comments
[none]		

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

### \* Notes:

[none]

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## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2013 August 15

### 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	31.000%
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%
GSA 2006-6 AF7	362334M24	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	74.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Jul-2013	35.000%
<b>Total NAV (USD):</b>					<b>48,228,733</b>

### 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.
- \* CWALT 05-28CB 1A11, sold as of Aug 16, 2013.
- \* CFAB 03-5 1B, sold as of Aug 16, 2013.

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## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2013 August 29

### 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%
BOAMS 2004-L B1	05949AZH6	12,863,000	0.878488290	25-Jul-2013	35.000%
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	62.000%
BAFC 2004-1 B2	05946XGH0	5,345,000	0.725418800	25-Jul-2013	70.000%
GSA 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	71.000%
SAIL 2006-4 A5	86360WAE2	30,000,000	1.000000000	25-Jul-2013	74.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Jul-2013	35.000%
<b>Total NAV (USD):</b>					<b>47,526,352</b>

### 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 September 27

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.425080286	26-Aug-2013	21.000%
BOAMS 2004-L B1	05949AZH6	12,863,000	0.876476950	26-Aug-2013	35.000%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	26-Aug-2013	65.000%
LMT 2008-6 B1	52525FAH6	6,614,000	0.970099592	26-Aug-2013	60.000%
BAFC 2004-1 B2	05946XGH0	5,345,000	0.724721950	26-Aug-2013	70.000%
GSA 2006-6 AF7	362334MZ4	4,321,000	1.000000000	26-Aug-2013	62.000%
FNLC 2005-3 M2	32113JBV6	6,000,000	1.000000000	26-Aug-2013	70.000%
SAIL 2006-4 A5	86360WAE2	30,000,000	1.000000000	26-Aug-2013	73.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	26-Aug-2013	34.000%
<b>Total NAV (USD):</b>					<b>46,858,811</b>

### 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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One World Trade Center, 121 SW Salmon Street, Eleventh Flr, Portland, Oregon 97204, (503)510-9198

## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2013 October 30

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.421707920	25-Sep-2013	23.000%
BOAMS 2004-L B1	05949AZH6	12,863,000	0.874578723	25-Sep-2013	32.000%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	25-Sep-2013	64.000%
LMT 2008-6 B1	52525FAH6	6,614,000	0.970099592	25-Sep-2013	62.000%
BAFC 2004-1 B2	05946XGH0	5,345,000	0.719908683	25-Sep-2013	70.000%
GSA 2006-6 AF7	362334MZ4	4,321,000	1.000000000	25-Sep-2013	61.000%
FNLC 2005-3 M2	32113JBV6	6,000,000	1.000000000	25-Sep-2013	70.000%
SAIL 2006-4 A5	86360WAE2	30,000,000	1.000000000	25-Sep-2013	72.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Sep-2013	34.000%
<b>Total NAV (USD):</b>					<b>46,284,437</b>

### 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 November 27

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.420022213	25-Oct-2013	19.000%
BOAMS 2004-L B1	05949AZH6	12,863,000	0.873239520	25-Oct-2013	28.500%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	25-Oct-2013	61.000%
LMT 2008-6 B1	52525FAH6	6,614,000	0.970099592	25-Oct-2013	55.000%
BAFC 2004-1 B2	05946XGHO	5,345,000	0.716517160	25-Oct-2013	68.000%
GSA 2006-6 AF7	362334MZ4	4,321,000	1.000000000	25-Oct-2013	52.000%
FNLC 2005-3 M2	32113JBV6	6,000,000	1.000000000	25-Oct-2013	67.000%
SAIL 2006-4 A5	86360WAE2	30,000,000	1.000000000	25-Oct-2013	68.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626530	25-Oct-2013	34.000%
<b>Total NAV (USD):</b>					<b>43,463,500</b>

### Credit Surveillance:

Bond Name	Cusip No.	Comments
[none]		

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

### \* Notes:

- \* US Markets are closed for Thanksgiving holiday, November 28, 2013 (no report on the 28th).
- \* 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 December 30

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.389765102	25-Nov-2013	17.500%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	25-Nov-2013	60.000%
LMT 2008-6 B1	52525FAH6	6,614,000	0.948696148	25-Nov-2013	43.000%
BAFC 2004-1 B2	05946XGH0	5,345,000	0.713462451	25-Nov-2013	67.000%
GSAA 2006-6 AF7	362334MZ4	4,321,000	1.000000000	25-Nov-2013	29.000%
FNLC 2005-3 M2	32113JBV6	6,000,000	1.000000000	25-Nov-2013	65.000%
SAIL 2006-4 A5	86360WAE2	30,000,000	1.000000000	25-Nov-2013	37.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Nov-2013	31.000%
<b>Total NAV (USD):</b>					<b>28,383,352</b>

### 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: 2014 January 30

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.303709423	26-Dec-2013	13.000%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	26-Dec-2013	60.000%
LMT 2008-6 B1	52525FAH6	6,614,000	0.947841739	26-Dec-2013	35.000%
BAFC 2004-1 B2	05946XGH0	5,345,000	0.712636389	26-Dec-2013	65.000%
GSA 2006-6 AF7	362334MZ4	4,321,000	1.000000000	26-Dec-2013	27.000%
FNLC 2005-3 M2	32113JBV6	6,000,000	1.000000000	26-Dec-2013	65.000%
SAIL 2006-4 A5	86360WAE2	30,000,000	1.000000000	26-Dec-2013	26.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	26-Dec-2013	28.000%
<b>Total NAV (USD):</b>					<b>23,794,305</b>

### Credit Surveillance:

Bond Name	Cusip No.	Comments
[none]		

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

### \* Notes:

[none]

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## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2014 February 27

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.261036062	27-Jan-2014	11.000%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	27-Jan-2014	60.000%
LMT 2008-6 B1	52525FAH6	6,614,000	0.910736060	27-Jan-2014	26.000%
BAFC 2004-1 B2	05946XGH0	5,345,000	0.712636389	27-Jan-2014	65.000%
GSA 2006-6 AF7	362334MZ4	4,321,000	1.000000000	27-Jan-2014	25.000%
FNLC 2005-3 M2	32113JBV6	6,000,000	1.000000000	27-Jan-2014	65.000%
SAIL 2006-4 A5	86360WAE2	30,000,000	1.000000000	27-Jan-2014	25.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	27-Jan-2014	28.000%
<b>Total NAV (USD):</b>					<b>22,745,546</b>

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

### \* Notes:

[none]

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**DAILY CONFIRMATION**

**OPTIMUS FONDER AB**

**A/C No: 1209**

**Name: Ulf Deckmark**

**Date: 28 March 2014**

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.260503699	25-Feb-2014	11.000%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	25-Feb-2014	60.000%
LMT 2008-6 B1	52525FAH6	6,614,000	0.870504320	25-Feb-2014	21.000%
BAFC 2004-1 B2	05946XGH0	5,345,000	0.711543835	25-Feb-2014	65.000%
GSA 2006-6 AF7	362334MZ4	4,321,000	1.000000000	25-Feb-2014	22.000%
FNLC 2005-3 M2	32113JBV6	6,000,000	1.000000000	25-Feb-2014	65.000%
SAIL 2006-4 A5	86360WAE2	30,000,000	1.000000000	25-Feb-2014	21.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Feb-2014	28.000%
<b>Total NAV (USD):</b>					<b>21,054,874</b>

**Pending Due Diligence Transactions:**

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

**\* Notes:**

[none]

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## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 29 April 2014

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.260188437	25-Mar-2014	10.000%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	25-Mar-2014	60.000%
LMT 2008-6 B1	52525FAH6	6,614,000	0.866452634	25-Mar-2014	17.000%
BAFC 2004-1 B2	05946XGH0	5,345,000	0.709862831	25-Mar-2014	60.000%
FNLC 2005-3 M2	32113JBV6	6,000,000	1.000000000	25-Mar-2014	65.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Mar-2014	28.000%
<b>Total NAV (USD):</b>					<b>13,365,444</b>

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

### \* Notes:

[none]

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## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 29 May 2014

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.221763110	25-Apr-2014	9.000%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	25-Apr-2014	60.000%
LMT 2008-6 B1	52525FAH6	6,614,000	0.893596321	25-Apr-2014	17.000%
BAFC 2004-1 B2	05946XGH0	5,345,000	0.709089979	25-Apr-2014	60.000%
FNLC 2005-3 M2	32113JBV6	6,000,000	1.000000000	25-Apr-2014	58.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Apr-2014	26.000%
<b>Total NAV (USD):</b>					<b>12,602,182</b>

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

### \* Notes:

\* There will be no "Daily Confirmation" on 26 May 2014, due to US national holiday.

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## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 27 June 2014

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.221382087	27-May-2014	9.000%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	27-May-2014	58.000%
LMT 2008-6 B1	52525FAH6	6,614,000	0.890452835	27-May-2014	15.000%
BAFC 2004-1 B2	05946XGH0	5,345,000	0.706118269	27-May-2014	55.000%
FNLC 2005-3 M2	32113JBV6	6,000,000	1.000000000	27-May-2014	58.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	27-May-2014	25.000%
<b>Total NAV (USD):</b>					<b>12,066,384</b>

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

### \* Notes:

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## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 30 July 2014

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.209917251	25-Jun-2014	8.000%
MSAC 2003-NC8 B3	61746RDS7	10,696,000	0.187597052	25-Jun-2014	41.000%
LMT 2008-6 B1	52525FAH6	6,614,000	0.887330599	25-Jun-2014	13.000%
BAFC 2004-1 B2	05946XGH0	5,345,000	0.704774138	25-Jun-2014	55.000%
FNLC 2005-3 M2	32113JBV6	6,000,000	1.000000000	25-Jun-2014	55.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Jun-2014	31.000%
<b>Total NAV (USD):</b>					<b>12,466,836</b>

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

### \* Notes:

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## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 28 August 2014

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.209565497	25-Jul-2014	9.000%
BAFC 2004-1 B2	05946XGH0	5,345,000	0.703118024	25-Jul-2014	25.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Jul-2014	56.000%
<b>Total NAV (USD):</b>					<b>10,855,345</b>

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

### \* Notes:

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## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Michael Galea, Calamatta Cuschieri (Fund Mngr.)

Date: 29 September 2014

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.201537992	25-Aug-2014	9.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Aug-2014	56.000%
<b>Total NAV (USD):</b>					<b>9,913,501</b>

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

### \* Notes:

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One World Trade Center, 121 SW Salmon Street, Eleventh Flr, Portland, Oregon 97204, (503)510-9198

## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Michael Galea, Calamatta Cuschieri (Fund Mngr.)

Date: 30 October 2014

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.201184732	25-Sep-2014	9.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Sep-2014	56.000%
<b>Total NAV (USD):</b>					<b>9,913,400</b>

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

### \* Notes:

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## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Michael Galea, Calamatta Cuschieri (Fund Mngr.)

Date: 26 November 2014

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.181527785	27-Oct-2014	9.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	27-Oct-2014	58.000%
<b>Total NAV (USD):</b>					<b>10,259,751</b>

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

### \* Notes:

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## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Michael Galea, Calamatta Cuschieri (Fund Mngr.)

Date: 30 December 2014

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.180381537	27-Oct-2014	7.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	27-Oct-2014	59.000%
<b>Total NAV (USD):</b>					<b>10,423,919</b>

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

### \* Notes:

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## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Michael Galea, Calamatta Cuschieri (Fund Mngr.)

Date: 29 January 2015

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.180055554	26-Dec-2014	7.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	26-Dec-2014	59.000%
<b>Total NAV (USD):</b>					<b>10,423,846</b>

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

### \* Notes:

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## DAILY CONFIRMATION

OPTIMUS FONDER AB

A/C No: 1209

Name: Barbaros Ökten, (Fund Mngr.)

Date: 26 February 2015

### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.176278306	26-Jan-2015	6.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	26-Jan-2015	56.000%
<b>Total NAV (USD):</b>					<b>9,889,402</b>

### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

### \* Notes:

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## DAILY CONFIRMATION

### FALCON BALANCED FUND

A/C No: 1229

Name: Barbaros Ökten, (Fund Mngr.)

Date: 10 March 2015

#### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.175982388	25-Feb-2015	5.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Feb-2015	48.000%
<b>Total NAV (USD):</b>					<b>8,475,780</b>

#### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

#### \* Notes:

Hayden Consulting Group, LLC

Accounts Department

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One World Trade Center, 121 SW Salmon Street, Eleventh Flr, Portland, Oregon 97204, (503)510-9198

## DAILY CONFIRMATION

### FALCON BALANCED FUND

A/C No: 1229

Name: Barbaros Ökten, (Fund Mngr.)

Date: 31 March 2015

#### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.175982388	25-Feb-2015	6.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Feb-2015	44.000%
<b>Total NAV (USD):</b>					<b>7,777,411</b>

#### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

#### \* Notes:

Hayden Consulting Group, LLC  
Accounts Department

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One World Trade Center, 121 SW Salmon Street, Eleventh Flr, Portland, Oregon 97204, (503)510-9198

## DAILY CONFIRMATION

### FALCON BALANCED FUND

A/C No: 1229

Name: Barbaros Ökten, (Fund Mngr.)

Date: 30 April 2015

#### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.175757540	25-Mar-2015	5.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Mar-2015	41.000%
<b>Total NAV (USD):</b>					<b>7,243,783</b>

#### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Size	Curr. Valuation
[none]					

#### \* Notes:

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Accounts Department

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One World Trade Center, 121 SW Salmon Street, Eleventh Flr, Portland, Oregon 97204, (503)510-9198

## DAILY CONFIRMATION

### FALCON BALANCED FUND

A/C No: 1229

Name: Barbaros Ökten, (Fund Mngr.)

Date: 29 May 2015

#### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.174389529	25-Apr-2015	5.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Apr-2015	39.000%
<b>Total NAV (USD):</b>					<b>6,891,576</b>

#### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Size	Curr. Valuation
[none]					

#### \* Notes:

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Accounts Department

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## DAILY CONFIRMATION

### FALCON BALANCED FUND

A/C No: 1229

Name: Barbaros Ökten, (Fund Mngr.)

Date: 30 June 2015

#### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.151288221	25-May-2015	6.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-May-2015	33.000%
<b>Total NAV (USD):</b>					<b>5,836,749</b>

#### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Size	Curr. Valuation
[none]					

#### \* Notes:

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## DAILY CONFIRMATION

### FALCON BALANCED FUND

A/C No: 1229

Name: Barbaros Ökten, (Fund Mngr.)

Date: 31 July 2015

#### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
MARM 2005-6 4A2	576433A63	3,187,000	0.141684324	25-Jun-2015	7.000%
MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Jun-2015	22.000%
<b>Total NAV (USD):</b>					<b>3,903,488</b>

#### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

#### \* Notes:

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## DAILY CONFIRMATION

### FALCON BALANCED FUND

A/C No: 1229

Name: Barbaros Ökten, (Fund Mngr.)

Date: 31 August 2015

#### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
* MARM 2005-6 4A2	576433A63	3,187,000	0.140439912	25-Aug-2015	4.500%
* MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Aug-2015	13.000%
<b>Total NAV (USD):</b>					<b>2,308,070</b>

#### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

#### \* Notes:

- \* MARM price @ 4-16 based on long cash flow, immediate PX and BVAL @ 3-31.
- \* MANA price @ 13-15 based on long cash flow, immediate PX and BVAL @ 9-31.

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## DAILY CONFIRMATION

### FALCON BALANCED FUND

A/C No: 1229

Name: Barbaros Ökten, (Fund Mngr.)

Date: 03 September 2015

#### Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation
* MARM 2005-6 4A2	576433A63	3,187,000	0.140439912	25-Aug-2015	4.000%
* MANA 2007-A2 A3D	59024FAG9	24,354,840	0.722626527	25-Aug-2015	10.750%
<b>Total NAV (USD):</b>					<b>1,909,845</b>

#### Pending Due Diligence Transactions:

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
[none]				

#### \* Notes:

\* MARM sold 02 September 2015 @ 4-00, settlement 08 September 2015.

\* MANA sold 02 September 2015 @ 10-24, settlement 08 September 2015.

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**MONTH-END CONFIRMATION**

**TRACTION FONDER AB**

**A/C No: 1209      Name: Ulf Deckmark**

**Date: 2012 November 30**

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation	Cash-on-Cash Return	IRR	Bond Remittance - Int.	Bond Remittance - Prin.	Traction Remittance - Int.	Traction Remittance - Prin.
CMLTI 2005-WF1 M1	17307GPG7	925,000	0.906572	Oct-12	57.000%	9.35%	17.02%	36,786.23	0.00	3,724.69	0.00
CWL 2005-16 MV1	126670PH5	2,500,000	1.000000	Oct-12	31.875%	2.12%	13.01%	25,754.88	0.00	1,490.44	0.00
GSAMP 2003-HE1 M2	36228FSV9	1,200,000	0.113170	Nov-12	77.000%	4.62%	11.61%	6,738.91	29,820.80	338.53	1,498.03
LMT 2005-2 1A4	52520MBR3	4,325,000	0.735295	Oct-12	47.250%	12.37%	12.36%	97,471.75	151,829.18	15,238.22	23,736.17
PCHLT 2005-4 1A2	71085PDD2	4,675,000	0.228934	Oct-12	75.000%	0.70%	11.10%	19,375.99	288,004.84	1,956.02	29,074.29
MARM 2005-6 4A2	576433A63	3,187,000	0.449458	Oct-12	24.500%	16.29%	15.87%	3,101.75	3,140.13	3,101.75	3,140.13
CFAB 2003-5 1B	161546GP5	3,000,000	0.486875	Oct-12	49.000%	11.81%	20.45%	33,373.28	0.00	6,764.85	0.00
<b>Total NAV (USD):</b>					<b>4,751,405.09</b>						

**Pending Due Diligence Transactions:**

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
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No transactions

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**MONTH-END CONFIRMATION**

TRACTION FONDER AB

A/C No: 1209 Name: Ulf Deckmark

Date: 2012 November 30

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation	Cash-on-Cash Return	IRR	Total Bond Bal	Bond Remittance - Int.	Bond Remittance - Prin.	Traction Remittance - Int.	Traction Remittance - Prin.
CMLTI 2005-WF1 M1	17307GPG7	925,000	0.906572	Nov-12	57.000%	9.35%	17.02%	8,282,077.81	36,786.23	0.00	3,724.69	0.00
CWL 2005-16 MV1	126670PH5	2,500,000	1.000000	Nov-12	31.875%	2.12%	13.01%	43,200,000.00	25,754.88	0.00	1,490.44	0.00
GSAMP 2003-HE1 M2	36228FSV9	1,200,000	0.113170	Nov-12	77.000%	4.62%	11.61%	2,703,393.59	6,738.91	29,820.80	338.53	1,498.03
LMT 2005-2 1A4	52520MBR3	4,325,000	0.735295	Nov-12	47.250%	12.37%	12.36%	20,015,429.63	97,471.75	151,829.18	15,238.22	23,736.17
FCHLT 2005-4 1A2	71085PDD2	4,675,000	0.228934	Nov-12	75.000%	0.70%	11.10%	46,021,725.05	19,375.99	288,004.84	447.80	6,656.09
MARM 2005-6 4A2	576433A63	3,187,000	0.449458	Nov-12	24.500%	16.29%	15.87%	1,429,282.80	3,101.75	3,140.13	3,101.75	3,140.13
CFAB 2003-5 1B	161546GP5	3,000,000	0.486875	Nov-12	49.000%	11.81%	20.45%	7,205,752.09	33,373.28	0.00	6,764.85	0.00
<b>Total NAV (USD):</b>					<b>4,751,405.09</b>							

**Pending Due Diligence Transactions:**

Bond Name	Cusip No.	Size (Orig.)	Curr. Factor	Curr. Valuation
-----------	-----------	--------------	--------------	-----------------

No transactions

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**OPTIMUS FONDER AB**

**A/C No: 1209**      **Name: Ulf Deckmark**

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig. Face)		Factor Date	Beginning		Curr. Valuation	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance - Int.	Bond Remittance - Prin.	Optimus Remittance - Int.	Optimus Remittance -
		USD	Curr. Factor		Accrual Dt	Ending Accrual Dt							
MARM 2005-6 4A2	576433A63	3 187 000	0,303709423	26-Dec-2013	1-Dec-2013	31-Dec-2013	17,500%	11,756%	169 386	2 541,47	13 081,78	2 541,47	13 081,78
MSAC 2003-NC8 B3	61746RDS7	10 696 000	0,187597052	26-Dec-2013	26-Dec-2013	26-Jan-2014	60,000%	13,913%	1 203 923	15 218,75	0,00	9 198,67	0,00
LMT 2008-6 B1	52525FAH6	6 614 000	0,947841739	26-Dec-2013	1-Dec-2013	31-Dec-2013	41,000%	10,312%	2 570 300	7 646,42	0,00	7 646,42	0,00
BAFC 2004-1 B2	05946XGH0	5 345 000	0,712636389	26-Dec-2013	1-Dec-2013	31-Dec-2013	65,000%	11,487%	2 475 877	19 001,17	4 415,30	19 001,17	4 415,30
GSAA 2006-6 AF7	362334MZ4	4 321 000	1,000000000	26-Dec-2013	1-Dec-2013	31-Dec-2013	27,000%	18,531%	1 166 670	12 581,15	0,00	12 581,15	0,00
FNLC 2005-3 M2	32113JBV6	6 000 000	1,000000000	26-Dec-2013	26-Dec-2013	26-Jan-2014	65,000%	13,590%	3 900 000	26 610,41	0,00	6 127,67	0,00
SAIL 2006-4 A5	86360WAE2	30 000 000	1,000000000	26-Dec-2013	26-Dec-2013	26-Jan-2014	35,000%	12,976%	10 500 000	37 091,67	0,00	12 296,67	0,00
MANA 2007-A2 A3D	59024FAG9	24 354 840	0,722626527	26-Dec-2013	26-Dec-2013	26-Jan-2014	31,000%	16,955%	5 455 831	13 491,62	0,00	7 062,27	0,00
<b>Total NAV (USD):</b>									<b>27 441 987</b>				

**Notes:**

\* Valuations for bond portfolio liquidity is measured at 0.95:1.00 (assets assumed to be able to be sold within 5 business days at a price +-5% of current valuation price).  
 The "current ratio" is the most basic liquidity test, and addresses a company's ability to meet its short-term liabilities with its short-term assets.

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	<b>orig total bond size</b>	<b>% of bond owned</b>
MARM 2005-6 4A2	3 187 000	1,0000000000
#REFERENS!	12 863 000	#REFERENS!
MSAC 2003-NC8 B3	17 696 000	0,6044303797
LMT 2008-6 B1	6 614 000	1,0000000000
BAFC 2004-1 B2	5 345 000	1,0000000000
GSAA 2006-6 AF7	4 321 000	1,0000000000
FNLC 2005-3 M2	26 056 000	0,2302732576
SAIL 2006-4 A5	90 492 000	0,3315210184
MANA 2007-A2 A3D	46 527 000	0,5234560578

TRACTION FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2012  
December 31

Closed Transactions:

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation (Price)	Cash-on-Cash Return	IRR	Curr. Valuation (Bal.)	Bond Remittance - Int.	Bond Remittance - Prin.	Traction Remittance - Int.	Traction Remittance - Prin.
CMLTI 2005-WF1 M1	17307GPG7	925 000	0,906571852	26-Dec-2012	57,000%	9,35%	17,02%	477 990,01	36 786,23	0,00	3 724,69	0,00
CWL 2005-16 MV1	126670PH5	2 500 000	1,000000000	26-Dec-2012	31,875%	2,12%	13,01%	796 875,00	24 030,00	0,00	1 390,63	0,00
GSAMP 2003-HE1 M2	36228FSV9	1 200 000	0,112919849	20-Dec-2012	76,750%	4,56%	11,63%	103 999,18	6 888,02	5 964,24	346,02	299,61
LMT 2005-2 1A4	52520MBR3	4 325 000	0,712139220	26-Dec-2012	48,500%	12,32%	12,31%	1 493 801,03	95 907,27	58 682,55	14 993,64	9 174,12
PCHLT 2005-4 1A2	71085PDD2	4 675 000	0,227510456	26-Dec-2012	75,000%	6,54%	14,34%	797 708,54	17 929,30	0,00	414,37	0,00
MARM 2005-6 4A2	576433A63	3 187 000	0,447531393	26-Dec-2012	24,000%	16,76%	15,37%	342 307,81	3 081,02	3 000,25	3 081,02	3 000,25
CFAB 2003-5 1B	161546GP5	3 000 000	0,486875141	26-Dec-2012	47,500%	11,73%	20,39%	693 797,08	33 065,17	0,00	6 702,40	0,00
CWALT 2005-28CB 1A11	12667GE82	4 395 400	0,895052500	26-Dec-2012	25,000%	27,86%	18,93%	983 528,44	18 201,57	21 870,46	18 201,57	21 870,46
INDX 2006-AR4 A1B	45661EAW4	5 350 000	0,248500551	26-Dec-2012	30,000%	2,35%	15,00%	398 843,38	35 217,23	567 567,46	566,12	9 123,65
<b>Total NAV (USD):</b>								<b>6 088 850,47</b>				

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<b>orig bond size</b>	<b>% of bond owned</b>
9 135 600	0,1012522440
43 200 000	0,0578703704
23 888 000	0,0502344273
27 665 000	0,1563347190
202 284 000	0,0231110716
3 187 000	1,0000000000
14 800 000	0,2027027027
4 395 400	1,0000000000
332 815 000	0,0160749966

**TRACTION FONDER AB**

**A/C No: 1209      Name: Ulf Deckmark**

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation (Price)	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance - Int.	Bond Remittance - Prin.	Traction Remittance - Int.	Traction Remittance - Prin.
GSAMP 2003-HE1 M2	36228FSV9	1 200 000	0,112011033	20-Jan-2013	22-Jan-2013	19-Feb-2013	75,000%	13,649%	100 809,93	7 568,02	21 709,79	380,18	1 090,58
LMT 2005-2 1A4	52520MBR3	4 325 000	0,691214470	25-Jan-2013	1-Jan-2013	31-Jan-2013	46,000%	13,427%	1 375 171,19	94 402,21	155 586,18	14 758,34	24 323,52
PCHLT 2005-4 1A2	71085PDD2	4 675 000	0,226044370	25-Jan-2013	25-Jan-2013	24-Feb-2013	75,000%	17,274%	792 568,07	18 013,67	296 564,79	416,32	6 853,93
MARM 2005-6 4A2	576433A63	3 187 000	0,444932260	25-Jan-2013	1-Jan-2013	31-Jan-2013	28,000%	13,070%	397 039,75	3 070,05	8 283,43	3 070,05	8 283,43
CHAB 2003-5 1B	161546GP5	3 000 000	0,425013672	25-Jan-2013	1-Jan-2013	31-Jan-2013	47,500%	20,446%	605 644,48	33 051,87	915 549,74	6 699,70	185 584,41
WALT 2005-28CB 1A11	12667GE82	4 395 400	0,888068048	25-Jan-2013	1-Jan-2013	31-Jan-2013	21,000%	18,910%	819 717,00	18 112,44	30 699,46	18 112,44	30 699,46
IPX 2006-AR4 A1B	45661EAW4	5 350 000	0,240223473	25-Jan-2013	25-Jan-2013	24-Feb-2013	29,000%	14,088%	372 706,72	35 128,83	946 524,06	564,70	15 215,37
<b>Total NAV (USD):</b>									<b>4 463 657,15</b>				

**Notes:**

CWLT 05-WF1 M1 sold as of January 30, 2013.  
 CWL 05-16 MV1 sold as of January 29, 2013.

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<b>orig bond size</b>	<b>% of bond owned</b>
9 135 600	#REFERENS!
43 200 000	#REFERENS!
23 888 000	0,0502344273
27 665 000	0,1563347190
202 284 000	0,0231110716
3 187 000	1,0000000000
14 800 000	0,2027027027
4 395 400	1,0000000000
332 815 000	0,0160749966

**TRACTION FONDER AB**

**A/C No: 1209**      **Name: Ulf Deckmark**

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance -	Bond Remittance -	Traction Remittance - Int.	Traction Remittance -
LMT 2005-2 1A4	52520MBR3	4 325 000	0,657519403	25-Feb-2013	1-Feb-2013	28-Feb-2013	46,000%	13,427%	1 308 134,85	91 628,40	236 064,37	14 324,70	36 905,06
MARM 2005-6 4A2	576433A63	3 187 000	0,443294730	25-Feb-2013	1-Feb-2013	28-Feb-2013	24,000%	13,070%	339 067,27	3 052,41	5 218,81	3 052,41	5 218,81
CFAB 2003-5 1B	161546GP5	3 000 000	0,425013672	25-Feb-2013	1-Feb-2013	28-Feb-2013	47,500%	20,446%	605 644,48	28 769,98	0,00	5 831,75	0,00
CWALT 2005-28CB 1A11	12667GE82	4 395 400	0,883165316	25-Feb-2013	1-Feb-2013	28-Feb-2013	21,000%	18,910%	815 191,61	17 967,66	21 549,47	17 967,66	21 549,47
CBASS 07-CB1 AF6	1248MGAP9	2 500 000	0,916338420	25-Feb-2013	1-Feb-2013	28-Feb-2013	57,000%	12,782%	1 305 782,25	130 719,14	127 297,46	6 668,39	6 493,84
CBASS 07-CB1 AF4	1248MGAM6	2 500 000	0,944056739	25-Feb-2013	1-Feb-2013	28-Feb-2013	59,000%	12,151%	1 392 483,69	55 779,85	54 300,93	6 872,49	6 690,27
BOAMS 2004-L B1	05949AZH6	12 863 000	0,888565110	25-Feb-2013	1-Feb-2013	28-Feb-2013	37,500%	16,875%	4 286 104,88	31 956,84	25 890,18	31 956,84	25 890,18
<b>Total NAV (USD):</b>									<b>10 052 409,04</b>				

**Notes:**

[none]

Hayden Consulting Group, LLC  
Accounts Department

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One World Trade Center, 121 SW Salmon Street, Eleventh Flr, Portland, Oregon 97204, (503)510-9198

	<b>orig bond size</b>	<b>% of bond owned</b>
LMT 2005-2 1A4	27 665 000	0,1563347190
MARM 2005-6 4A2	3 187 000	1,0000000000
CFAB 2003-5 1B	14 800 000	0,2027027027
CWALT 2005-28CB 1A11	4 395 400	1,0000000000
CBASS 07-CB1 AF6	49 007 000	0,0510131206
CBASS 07-CB1 AF4	20 291 000	0,1232073333
BOAMS 2004-L B1	12 863 000	1,0000000000

**TRACTION FONDER AB**

**A/C No: 1209**      **Name: Ulf Deckmark**

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance -	Bond Remittance -	Traction Remittance - Int.	Traction Remittance -
LMT 2005-2 1A4	52520MBR3	4 325 000	0,636172783	25-Mar-2013	1-Mar-2013	31-Mar-2013	41,000%	18,088%	1 128 093,39	87 161,73	216 797,19	13 626,40	33 892,93
MARM 2005-6 4A2	576433A63	3 187 000	0,442382660	25-Mar-2013	1-Mar-2013	31-Mar-2013	24,000%	42,587%	338 369,65	3 017,17	2 906,75	3 017,17	2 906,75
CFAB 2003-5 1B	161546GP5	3 000 000	0,419388119	25-Mar-2013	1-Mar-2013	31-Mar-2013	49,000%	26,260%	616 500,53	28 705,96	83 258,19	5 818,78	16 876,66
CWALT 2005-28CB 1A11	12667GE82	4 395 400	0,848321814	25-Mar-2013	1-Mar-2013	31-Mar-2013	21,000%	19,575%	783 029,88	17 736,06	58 530,66	17 736,06	58 530,66
CBASS 07-CB1 AF6	1248MGAP9	2 500 000	0,913812476	25-Mar-2013	1-Mar-2013	31-Mar-2013	55,000%	16,236%	1 256 492,15	100 841,94	123 788,94	5 144,26	6 314,86
CBASS 07-CB1 AF4	1248MGAM6	2 500 000	0,941454388	25-Mar-2013	1-Mar-2013	31-Mar-2013	58,000%	15,182%	1 365 108,86	43 029,47	52 804,31	5 301,55	6 505,88
BOAMS 2004-L B1	05949AZH6	12 863 000	0,886555750	25-Mar-2013	1-Mar-2013	31-Mar-2013	38,000%	17,516%	4 333 431,31	32 022,92	25 846,51	32 022,92	25 846,51
<b>Total NAV (USD):</b>									<b>9 821 025,78</b>				

**Notes:**

[none]

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 Accounts Department  
[hayden@haydenconsultingintl.com](mailto:hayden@haydenconsultingintl.com)  
 One World Trade Center, 121 SW Salmon Street, Eleventh Flr, Portland, Oregon 97204, (503)510-9198

	<b>orig bond size</b>	<b>% of bond owned</b>
LMT 2005-2 1A4	27 665 000	0,1563347190
MARM 2005-6 4A2	3 187 000	1,0000000000
CFAB 2003-5 1B	14 800 000	0,2027027027
CWALT 2005-28CB 1A11	4 395 400	1,0000000000
CBASS 07-CB1 AF6	49 007 000	0,0510131206
CBASS 07-CB1 AF4	20 291 000	0,1232073333
BOAMS 2004-L B1	12 863 000	1,0000000000

**OPTIMUS FONDER AB**

**A/C No: 1209      Name: Ulf**

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance -	Bond Remittance -	Traction Remittance -	Traction Remittance -
LMT 2005-2 1A4	52520MBR3	4 325 000	0,621459725	25-Apr-2013	1-Apr-2013	30-Apr-2013	41,000%	17,935%	1 102 003,46	84 331,99	246 682,00	13 184,02	38 564,96
MARM 2005-6 4A2	576433A63	3 187 000	0,437640930	25-Apr-2013	1-Apr-2013	30-Apr-2013	24,000%	42,464%	334 742,79	3 004,90	15 111,90	3 004,90	15 111,90
CFAB 2003-5 1B	161546GP5	3 000 000	0,419388119	25-Apr-2013	1-Apr-2013	30-Apr-2013	48,000%	25,458%	603 918,89	28 181,47	0,00	5 712,46	0,00
CWALT 2005-28CB 1A11	12667GE82	4 395 400	0,714057606	25-Apr-2013	1-Apr-2013	30-Apr-2013	20,000%	20,605%	627 713,76	17 173,74	52 281,35	17 173,74	52 281,35
BOAMS 2004-L B1	05949AZH6	12 863 000	0,884543240	25-Apr-2013	1-Apr-2013	30-Apr-2013	38,000%	16,404%	4 323 594,28	32 016,01	25 886,85	32 016,01	25 886,85
MSAC 2003-NC8 B3	61746RDS7	10 696 000	0,187597052	25-Apr-2013	25-Apr-2013	27-May-2013	64,500%	15,350%	1 294 217,06	15 370,58	0,00	9 290,45	0,00
<b>Total NAV (USD):</b>									<b>8 286 190,25</b>				

**Notes:**

CBASS bonds were sold as of April 25, 2013:

BASS 07-CB1 AF6	1248MGAP9	2 500 000	0,910172096	25-Apr-2013	1-Apr-2013	30-Apr-2013	50,000%	10,438%	1 137 715,12	107 680,53	178 404,09	5 493,12	9 100,95
BASS 07-CB1 AF4	1248MGAM6	2 500 000	0,937703890	25-Apr-2013	1-Apr-2013	30-Apr-2013	50,000%	10,438%	1 172 129,86	45 946,30	76 101,35	5 660,92	9 376,24

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	<b>orig bond size</b>	<b>% of bond owned</b>
LMT 2005-2 1A4	27 665 000	0,1563347190
MARM 2005-6 4A2	3 187 000	1,0000000000
CFAB 2003-5 1B	14 800 000	0,2027027027
CWALT 2005-28CB 1A11	4 395 400	1,0000000000
BOAMS 2004-L B1	12 863 000	1,0000000000
MSAC 2003-NC8 B3	17 696 000	0,6044303797
CBASS 07-CB1 AF6	49 007 000	0,0510131206
CBASS 07-CB1 AF4	20 291 000	0,1232073333

**OPTIMUS FONDER AB**

A/C No: 1209

Name: Ulf

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance -	Bond Remittance -	Traction Remittance -	Traction Remittance -
LMT 2005-2 1A4	52520MBR3	4 325 000	0,600319989	28-May-2013	1-May-2013	31-May-2013	35,000%	15,065%	908 734,38	82 381,61	153 274,43	12 879,11	23 962,11
MARM 2005-6 4A2	576433A63	3 187 000	0,436676872	28-May-2013	1-May-2013	31-May-2013	23,000%	17,612%	320 088,51	2 949,77	3 072,46	2 949,77	3 072,46
CFAB 2003-5 1B	161546GP5	3 000 000	0,419388119	28-May-2013	1-May-2013	31-May-2013	48,000%	25,271%	603 918,89	28 149,18	0,00	5 705,91	0,00
CWALT 2005-28CB 1A11	12667GE82	4 395 400	0,679990972	28-May-2013	1-May-2013	31-May-2013	20,000%	14,589%	597 766,46	14 462,31	44 965,31	14 462,31	44 965,31
BOAMS 2004-L B1	05949AZH6	12 863 000	0,882522628	28-May-2013	1-May-2013	31-May-2013	36,000%	13,469%	4 086 679,88	31 846,13	25 991,14	31 846,13	25 991,14
MSAC 2003-NC8 B3	61746RDS7	10 696 000	0,187597052	28-May-2013	28-May-2013	24-Jun-2013	64,500%	15,717%	1 294 217,06	13 888,39	0,00	8 394,56	0,00
LMT 2008-6 B1	52525FAH6	6 614 000	0,970099592	28-May-2013	1-May-2013	31-May-2013	60,000%	13,237%	3 849 743,22	0,00	0,00	0,00	0,00
<b>Total NAV (USD):</b>									<b>11 661 148,41</b>				

**Notes:**

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Fup bilaga 12 C-2

	<b>orig bond size</b>	<b>% of bond owned</b>
LMT 2005-2 1A4	27 665 000	0,1563347190
MARM 2005-6 4A2	3 187 000	1,0000000000
CFAB 2003-5 1B	14 800 000	0,2027027027
CWALT 2005-28CB 1A11	4 395 400	1,0000000000
BOAMS 2004-L B1	12 863 000	1,0000000000
MSAC 2003-NC8 B3	17 696 000	0,6044303797
LMT 2008-6 B1	6 614 000	1,0000000000

**OPTIMUS FONDER AB**

A/C No: 1209

Name: Ulf

Deckmark

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation (Price)	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance - Int.	Bond Remittance - Prin.	Traction Remittance - Int.	Traction Remittance - Prin.
MARM 2005-6 4A2	576433A63	3 187 000	0,431014600	25-Jun-2013	1-Jun-2013	30-Jun-2013	21,750%	16,316%	298 767,47	2 902,02	18 045,66	2 902,02	18 045,66
CFAB 2003-5 1B	161546GP5	3 000 000	0,419388119	25-Jun-2013	1-Jun-2013	30-Jun-2013	48,000%	13,991%	603 918,89	28 125,53	0,00	5 701,12	0,00
CWALT 2005-28CB 1A11	12667GE82	4 395 400	0,625157881	25-Jun-2013	1-Jun-2013	30-Jun-2013	20,000%	13,574%	549 563,79	13 853,70	55 718,88	13 853,70	55 718,88
BOAMS 2004-L B1	05949AZH6	12 863 000	0,880495810	25-Jun-2013	1-Jun-2013	30-Jun-2013	36,000%	15,708%	4 077 294,34	31 931,44	26 070,96	31 931,44	26 070,96
MSAC 2003-NC8 B3	61746RDS7	10 696 000	0,187597052	25-Jun-2013	1-Jun-2013	30-Jun-2013	64,500%	12,599%	1 294 217,06	15 022,81	0,00	9 080,24	0,00
LMT 2008-6 B1	52525FAH6	6 614 000	0,970099592	25-Jun-2013	1-Jun-2013	30-Jun-2013	60,000%	13,048%	3 849 743,22	8 619,39	0,00	8 619,39	0,00
BAFC 2004-1 B2	05946XGH0	5 345 000	0,730993450	25-Jun-2013	1-Jun-2013	30-Jun-2013	70,000%	16,237%	2 735 011,99	19 535,90	14 407,47	19 535,90	14 407,47
<b>Total NAV (USD):</b>									<b>13 408 516,76</b>				

**Notes:**

Hayden Consulting Group, LLC  
Accounts Department

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One World Trade Center, 121 SW Salmon Street, Eleventh Flr, Portland, Oregon 97204, (503)510-9198

Fup bilaga 12 C-2

	<b>orig total bond size</b>	<b>% of bond owned</b>
MARM 2005-6 4A2	3 187 000	1,0000000000
CFAB 2003-5 1B	14 800 000	0,2027027027
CWALT 2005-28CB 1A11	4 395 400	1,0000000000
BOAMS 2004-L B1	12 863 000	1,0000000000
MSAC 2003-NC8 B3	17 696 000	0,6044303797
LMT 2008-6 B1	6 614 000	1,0000000000
BAFC 2004-1 B2	5 345 000	1,0000000000

**OPTIMUS FONDER AB**

**A/C No: 1209**      **Name: Ulf Deckmark**

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance -	Bond Remittance -	Optimus Remittance -	Optimus Remittance - Prin.
MARM 2005-6 4A2	576433A63	3 187 000	0,427459830	25-Jul-2013	1-Jul-2013	31-Jul-2013	21,000%	12,115%	286 086	2 851,35	11 329,05	2 851,35	11 329,05
CFAB 2003-5 1B	161546GP5	3 000 000	0,419388119	25-Jul-2013	1-Jul-2013	31-Jul-2013	38,000%	27,979%	478 102	28 098,14	0,00	5 695,57	0,00
CWALT 2005-28CB 1A11	12667GE82	4 395 400	0,509252917	25-Jul-2013	1-Jul-2013	31-Jul-2013	20,000%	17,439%	447 674	12 457,39	55 031,58	12 457,39	55 031,58
BOAMS 2004-L B1	05949AZH6	12 863 000	0,878488290	25-Jul-2013	1-Jul-2013	31-Jul-2013	36,000%	16,015%	4 067 998	31 929,30	25 822,77	31 929,30	25 822,77
MSAC 2003-NC8 B3	61746RDS7	10 696 000	0,187597052	25-Jul-2013	25-Jul-2013	25-Aug-2013	64,500%	11,793%	1 294 217	14 091,16	0,00	8 517,13	0,00
LMT 2008-6 B1	52525FAH6	6 614 000	0,970099592	25-Jul-2013	1-Jul-2013	31-Jul-2013	60,000%	11,838%	3 849 743	83 821,19	0,00	83 821,19	0,00
BAFC 2004-1 B2	05946XGH0	5 345 000	0,725418800	25-Jul-2013	1-Jul-2013	31-Jul-2013	70,000%	14,035%	2 714 154	19 464,54	29 796,47	19 464,54	29 796,47
GSAA 2006-6 AF7	362334MZ4	4 321 000	1,000000000	25-Jul-2013	1-Jul-2013	31-Jul-2013	62,000%	13,678%	2 679 020	14 377,39	0,00	14 377,39	0,00
FNLC 2005-3 M2	32113JBV6	7 000 000	1,000000000	25-Jul-2013	25-Jul-2013	25-Aug-2013	67,500%	11,250%	4 725 000	26 338,27	0,00	7 075,83	0,00
SAIL 2006-4 A5	86360WAE2	30 000 000	1,000000000	25-Jul-2013	25-Jul-2013	25-Aug-2013	75,000%	12,632%	22 500 000	37 931,23	0,00	12 575,00	0,00
<b>Total NAV (USD):</b>									<b>43 041 995</b>				

**Notes:**

\* Valuations for bond portfolio liquidity is measured at 0.95:1.00 (assets assumed to be able to be sold within 5 business days at a price +/-5% of current valuation price).  
The "current ratio" is the most basic liquidity test, and addresses a company's ability to meet its short-term liabilities with its short-term assets.

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Fup bilaga 12 C-2

	<b>orig total bond size</b>	<b>% of bond owned</b>
MARM 2005-6 4A2	3 187 000	1,0000000000
CFAB 2003-5 1B	14 800 000	0,2027027027
CWALT 2005-28CB 1A11	4 395 400	1,0000000000
BOAMS 2004-L B1	12 863 000	1,0000000000
MSAC 2003-NC8 B3	17 696 000	0,6044303797
LMT 2008-6 B1	6 614 000	1,0000000000
BAFC 2004-1 B2	5 345 000	1,0000000000
GSAA 2006-6 AF7	4 321 000	1,0000000000
FNLC 2005-3 M2	26 056 000	0,2686521339
SAIL 2006-4 A5	90 492 000	0,3315210184

**OPTIMUS FONDER AB**

**A/C No: 1209**      **Name: Ulf Deckmark**

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig. Face) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation	Yield (Total Return)	Curr. Valuation	Bond Remittance -	Bond Remittance -	Optimus Remittance -	Optimus Remittance -
MARM 2005-6 4A2	576433A63	3 187 000	0,425080286	26-Aug-2013	1-Aug-2013	31-Aug-2013	21,000%	12,926%	284 493	2 827,31	7 583,60	2 827,31	7 583,60
BOAMS 2004-L B1	05949AZH6	12 863 000	0,876476950	26-Aug-2013	1-Aug-2013	31-Aug-2013	35,000%	13,838%	3 945 943	32 234,78	25 871,83	32 234,78	25 871,83
MSAC 2003-NC8 B3	61746RDS7	10 696 000	0,187597052	26-Aug-2013	26-Aug-2013	24-Sep-2013	64,500%	12,208%	1 294 217	16 041,32	0,00	9 695,86	0,00
LMT 2008-6 B1	52525FAH6	6 614 000	0,970099592	26-Aug-2013	1-Aug-2013	31-Aug-2013	62,000%	10,945%	3 978 068	15 361,98	0,00	15 361,98	0,00
BAFC 2004-1 B2	05946XGH0	5 345 000	0,724721950	26-Aug-2013	1-Aug-2013	31-Aug-2013	70,000%	12,752%	2 711 547	19 317,09	3 724,70	19 317,09	3 724,70
GSA 2006-6 AF7	362334MZ4	4 321 000	1,000000000	26-Aug-2013	1-Aug-2013	31-Aug-2013	62,000%	13,747%	2 679 020	15 430,29	0,00	15 430,29	0,00
FNLC 2005-3 M2	32113JBV6	6 000 000	1,000000000	26-Aug-2013	26-Aug-2013	24-Sep-2013	70,000%	9,636%	4 200 000	28 025,37	0,00	6 453,49	0,00
SAIL 2006-4 A5	86360WAE2	30 000 000	1,000000000	26-Aug-2013	26-Aug-2013	24-Sep-2013	74,000%	10,795%	22 200 000	40 221,08	0,00	13 334,13	0,00
MANA 2007-A2 A3D	59024FAG9	24 354 840	0,722626527	26-Aug-2013	26-Aug-2013	24-Sep-2013	35,000%	20,828%	6 159 809	14 644,99	0,00	7 666,01	0,00
<b>Total NAV (USD):</b>									<b>47 453 097</b>				

**Notes:**

\* Valuations for bond portfolio liquidity is measured at 0.95:1.00 (assets assumed to be able to be sold within 5 business days at a price +-5% of current valuation price).  
 The "current ratio" is the most basic liquidity test, and addresses a company's ability to meet its short-term liabilities with its short-term assets.

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	<b>orig total bond size</b>	<b>% of bond owned</b>
MARM 2005-6 4A2	3 187 000	1,0000000000
BOAMS 2004-L B1	12 863 000	1,0000000000
MSAC 2003-NC8 B3	17 696 000	0,6044303797
LMT 2008-6 B1	6 614 000	1,0000000000
BAFC 2004-1 B2	5 345 000	1,0000000000
GSAA 2006-6 AF7	4 321 000	1,0000000000
FNLC 2005-3 M2	26 056 000	0,2302732576
SAIL 2006-4 A5	90 492 000	0,3315210184
MANA 2007-A2 A3D	46 527 000	0,5234560578

**MONTH-END CONFIRMATION**

**[Bond statistics and valuation confirmation as of September 30, 2013]**

OPTIMUS FONDER AB

A/C No: 1209      Name: Ulf  
 Deckmark

Date: 2013  
 September 30

Closed Transactions:

Bond Name	Cusip No.	Size (Orig. Face) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation (Price)	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance - Int.	Bond Remittance - Prin.	Optimus Remittance - Int.	Optimus Remittance - Prin.	Bond Next Payment Date
MARM 2005-6 4A2	576433A63	3 187 000	0,421707920	25-Sep-2013	1-Sep-2013	30-Sep-2013	21,000%	11,461%	282 236	2 801,95	7 015,97	2 801,95	7 015,97	25-Oct-2013
BOAMS 2004-L B1	05949AZH6	12 863 000	0,874578723	25-Sep-2013	1-Sep-2013	30-Sep-2013	35,000%	16,235%	3 937 397	32 126,35	24 416,87	32 126,35	24 416,87	25-Oct-2013
MSAC 2003-NC8 B3	61746RDS7	10 696 000	0,187597052	25-Sep-2013	25-Sep-2013	24-Oct-2013	65,000%	13,925%	1 304 250	14 538,26	0,00	8 787,37	0,00	25-Oct-2013
LMT 2008-6 B1	52525FAH6	6 614 000	0,970099592	25-Sep-2013	1-Sep-2013	30-Sep-2013	60,000%	10,910%	3 849 743	16 855,45	0,00	16 855,45	0,00	25-Oct-2013
BAFC 2004-1 B2	05946XGH0	5 345 000	0,719908683	25-Sep-2013	1-Sep-2013	30-Sep-2013	70,000%	10,592%	2 693 538	19 299,38	25 725,20	19 299,38	25 725,20	25-Oct-2013
GSAA 2006-6 AF7	362334MZ4	4 321 000	1,000000000	25-Sep-2013	1-Sep-2013	30-Sep-2013	62,000%	11,998%	2 679 020	12 570,17	0,00	12 570,17	0,00	25-Oct-2013
FNLC 2005-3 M2	32113JBV6	6 000 000	1,000000000	25-Sep-2013	25-Sep-2013	24-Oct-2013	70,000%	11,157%	4 200 000	26 144,16	0,00	6 020,30	0,00	25-Oct-2013
SAIL 2006-4 A5	86360WAE2	30 000 000	1,000000000	25-Sep-2013	25-Sep-2013	24-Oct-2013	73,000%	10,989%	21 900 000	37 257,06	0,00	12 351,50	0,00	25-Oct-2013
MANA 2007-A2 A3D	59024FAG9	24 354 840	0,722626527	25-Sep-2013	25-Sep-2013	24-Oct-2013	34,000%	14,823%	5 983 814	13 562,41	0,00	7 099,33	0,00	25-Oct-2013
<b>Total NAV (USD):</b>									<b>46 829 999</b>					

Notes:

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	<b>orig total bond size</b>	<b>% of bond owned</b>
MARM 2005-6 4A2	3 187 000	1,0000000000
BOAMS 2004-L B1	12 863 000	1,0000000000
MSAC 2003-NC8 B3	17 696 000	0,6044303797
LMT 2008-6 B1	6 614 000	1,0000000000
BAFC 2004-1 B2	5 345 000	1,0000000000
GSAA 2006-6 AF7	4 321 000	1,0000000000
FNLC 2005-3 M2	26 056 000	0,2302732576
SAIL 2006-4 A5	90 492 000	0,3315210184
MANA 2007-A2 A3D	46 527 000	0,5234560578

**OPTIMUS FONDER AB**

**A/C No: 1209**      **Name: Ulf Deckmark**

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig. Face) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance -	Bond Remittance -	Optimus Remittance - Int.	Optimus Remittance - Prin.
MARM 2005-6 4A2	576433A63	3 187 000	0,420022213	25-Oct-2013	1-Oct-2013	31-Oct-2013	23,000%	12,385%	307 880	2 769,71	2 372,60	2 769,71	2 372,60
BOAMS 2004-L B1	05949AZH6	12 863 000	0,873239520	25-Oct-2013	1-Oct-2013	31-Oct-2013	32,000%	14,260%	3 594 394	32 035,79	17 226,17	32 035,79	17 226,17
MSAC 2003-NC8 B3	61746RDS7	10 696 000	0,187597052	25-Oct-2013	25-Oct-2013	24-Nov-2013	64,000%	14,265%	1 284 184	16 055,95	0,00	9 704,70	0,00
LMT 2008-6 B1	52525FAH6	6 614 000	0,970099592	25-Oct-2013	1-Oct-2013	31-Oct-2013	62,000%	10,547%	3 978 068	40 188,53	0,00	40 188,53	0,00
BAFC 2004-1 B2	05946XGH0	5 345 000	0,716517160	25-Oct-2013	1-Oct-2013	31-Oct-2013	70,000%	12,732%	2 680 849	19 170,56	18 129,37	19 170,56	18 129,37
GSAA 2006-6 AF7	362334MZ4	4 321 000	1,000000000	25-Oct-2013	1-Oct-2013	31-Oct-2013	61,000%	12,201%	2 635 810	12 151,26	0,00	12 151,26	0,00
FNLC 2005-3 M2	32113JBV6	6 000 000	1,000000000	25-Oct-2013	25-Oct-2013	24-Nov-2013	70,000%	11,027%	4 200 000	26 031,03	0,00	5 994,25	0,00
SAIL 2006-4 A5	86360WAE2	30 000 000	1,000000000	25-Oct-2013	25-Oct-2013	24-Nov-2013	72,000%	11,328%	21 600 000	36 864,18	0,00	12 221,25	0,00
MANA 2007-A2 A3D	59024FAG9	24 354 840	0,722626530	25-Oct-2013	25-Oct-2013	24-Nov-2013	34,000%	14,765%	5 983 814	13 416,44	0,00	7 022,92	0,00
<b>Total NAV (USD):</b>									<b>46 265 000</b>				

**Notes:**

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	<b>orig total bond size</b>	<b>% of bond owned</b>
MARM 2005-6 4A2	3 187 000	1,0000000000
BOAMS 2004-L B1	12 863 000	1,0000000000
MSAC 2003-NC8 B3	17 696 000	0,6044303797
LMT 2008-6 B1	6 614 000	1,0000000000
BAFC 2004-1 B2	5 345 000	1,0000000000
GSAA 2006-6 AF7	4 321 000	1,0000000000
FNLC 2005-3 M2	26 056 000	0,2302732576
SAIL 2006-4 A5	90 492 000	0,3315210184
MANA 2007-A2 A3D	46 527 000	0,5234560578

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**A/C No: 1209**      **Name: Ulf Deckmark**

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig. Face) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation	Yield (Total Return)	Curr. Valuation	Bond Remittance -	Bond Remittance -	Optimus Remittance -	Optimus Remittance -
MARM 2005-6 4A2	576433A63	3 187 000	0,389765102	25-Nov-2013	1-Nov-2013	30-Nov-2013	19,000%	11,975%	236 014	2 751,52	6 915,52	2 751,52	6 915,52
BOAMS 2004-L B1	05949AZH6	12 863 000	0,871681576	25-Nov-2013	1-Nov-2013	30-Nov-2013	21,000%	13,813%	2 354 612	32 023,94	20 039,84	32 023,94	20 039,84
MSAC 2003-NC8 B3	61746RDS7	10 696 000	0,187597052	25-Nov-2013	1-Nov-2013	30-Nov-2013	61,000%	14,191%	1 223 988	16 566,42	0,00	10 013,25	0,00
LMT 2008-6 B1	52525FAH6	6 614 000	0,948696148	25-Nov-2013	1-Nov-2013	30-Nov-2013	55,000%	9,820%	3 451 072	27 652,65	84 254,77	27 652,65	84 254,77
BAFC 2004-1 B2	05946XGH0	5 345 000	0,713462451	25-Nov-2013	1-Nov-2013	30-Nov-2013	67,000%	10,043%	2 555 016	19 082,19	16 327,42	19 082,19	16 327,42
GSAA 2006-6 AF7	362334MZ4	4 321 000	1,000000000	25-Nov-2013	1-Nov-2013	30-Nov-2013	49,000%	15,574%	2 117 290	18 327,94	0,00	18 327,94	0,00
FNLC 2005-3 M2	32113JBV6	6 000 000	1,000000000	25-Nov-2013	1-Nov-2013	30-Nov-2013	65,000%	13,232%	3 900 000	26 704,65	0,00	6 149,37	0,00
SAIL 2006-4 A5	86360WAE2	30 000 000	1,000000000	25-Nov-2013	1-Nov-2013	30-Nov-2013	68,000%	10,907%	20 400 000	37 418,94	0,00	12 405,17	0,00
MANA 2007-A2 A3D	59024FAG9	24 354 840	0,722626527	25-Nov-2013	1-Nov-2013	30-Nov-2013	33,000%	13,160%	5 807 820	13 613,22	0,00	7 125,92	0,00
<b>Total NAV (USD):</b>									<b>42 045 813</b>				

**Notes:**

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MARM 2005-6 4A2	3 187 000	1,0000000000
BOAMS 2004-L B1	12 863 000	1,0000000000
MSAC 2003-NC8 B3	17 696 000	0,6044303797
LMT 2008-6 B1	6 614 000	1,0000000000
BAFC 2004-1 B2	5 345 000	1,0000000000
GSAA 2006-6 AF7	4 321 000	1,0000000000
FNLC 2005-3 M2	26 056 000	0,2302732576
SAIL 2006-4 A5	90 492 000	0,3315210184
MANA 2007-A2 A3D	46 527 000	0,5234560578

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**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig. Face) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation	Yield (Total Return)	Curr. Valuation	Bond Remittance -	Bond Remittance -	Optimus Remittance -	Optimus Remittance -
MARM 2005-6 4A2	576433A63	3 187 000	0,389765102	25-Nov-2013	1-Nov-2013	30-Nov-2013	19,000%	11,975%	236 014	2 751,52	6 915,52	2 751,52	6 915,52
BOAMS 2004-L B1	05949AZH6	12 863 000	0,871681576	25-Nov-2013	1-Nov-2013	30-Nov-2013	21,000%	13,813%	2 354 612	32 023,94	20 039,84	32 023,94	20 039,84
MSAC 2003-NC8 B3	61746RDS7	10 696 000	0,187597052	25-Nov-2013	25-Nov-2013	25-Dec-2013	61,000%	14,191%	1 223 988	16 566,42	0,00	10 013,25	0,00
LMT 2008-6 B1	52525FAH6	6 614 000	0,948696148	25-Nov-2013	1-Nov-2013	30-Nov-2013	55,000%	9,820%	3 451 072	27 652,65	84 254,77	27 652,65	84 254,77
BAFC 2004-1 B2	05946XGH0	5 345 000	0,713462451	25-Nov-2013	1-Nov-2013	30-Nov-2013	67,000%	10,043%	2 555 016	19 082,19	16 327,42	19 082,19	16 327,42
GSAA 2006-6 AF7	362334MZ4	4 321 000	1,000000000	25-Nov-2013	1-Nov-2013	30-Nov-2013	49,000%	15,574%	2 117 290	18 327,94	0,00	18 327,94	0,00
FNLC 2005-3 M2	32113JBV6	6 000 000	1,000000000	25-Nov-2013	25-Nov-2013	25-Dec-2013	65,000%	13,232%	3 900 000	26 704,65	0,00	6 149,37	0,00
SAIL 2006-4 A5	86360WAE2	30 000 000	1,000000000	25-Nov-2013	25-Nov-2013	25-Dec-2013	68,000%	10,907%	20 400 000	37 418,94	0,00	12 405,17	0,00
MANA 2007-A2 A3D	59024FAG9	24 354 840	0,722626527	25-Nov-2013	25-Nov-2013	25-Dec-2013	33,000%	13,160%	5 807 820	13 613,22	0,00	7 125,92	0,00
<b>Total NAV (USD):</b>									<b>42 045 813</b>				

**Notes:**

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BAFC 2004-1 B2	5 345 000	1,0000000000
GSAA 2006-6 AF7	4 321 000	1,0000000000
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MANA 2007-A2 A3D	46 527 000	0,5234560578

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**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig. Face) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation (Price)		Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance - Int.	Bond Remittance - Prin.	Optimus Remittance - Int.	Optimus Remittance - Prin.
							current ratio							
MARM 2005-6 4A2	576433A63	3 187 000	0,261036062	27-Jan-2014	1-Jan-2014	31-Jan-2014	13,000%		11,246%	108 150	1 510,69	4 127,00	1 510,69	4 127,00
MSAC 2003-NC8 B3	61746RDS7	10 696 000	0,187597052	27-Jan-2014	27-Jan-2014	24-Feb-2014	60,000%		13,951%	1 203 923	14 699,51	0,00	8 884,83	0,00
LMT 2008-6 B1	52525FAH6	6 614 000	0,910736060	27-Jan-2014	1-Jan-2014	31-Jan-2014	35,000%		11,818%	2 108 263	0,00	0,00	0,00	0,00
BAFC 2004-1 B2	05946XGH0	5 345 000	0,712636389	27-Jan-2014	1-Jan-2014	31-Jan-2014	65,000%		11,880%	2 475 877	16 314,46	0,00	16 314,46	0,00
GSAA 2006-6 AF7	362334MZ4	4 321 000	1,000000000	27-Jan-2014	1-Jan-2014	31-Jan-2014	26,000%		9,677%	1 123 460	12 794,45	0,00	12 794,45	0,00
FNLC 2005-3 M2	32113JBV6	6 000 000	1,000000000	27-Jan-2014	27-Jan-2014	24-Feb-2014	65,000%		11,163%	3 900 000	27 436,39	0,00	6 317,87	0,00
SAIL 2006-4 A5	86360WAE2	30 000 000	1,000000000	27-Jan-2014	27-Jan-2014	24-Feb-2014	25,000%		13,137%	7 500 000	38 175,56	0,00	12 656,00	0,00
MANA 2007-A2 A3D	59024FAG9	24 354 840	0,722626527	27-Jan-2014	27-Jan-2014	24-Feb-2014	28,000%		13,940%	4 927 847	13 884,99	0,00	7 268,18	0,00
<b>Total NAV (USD):</b>										<b>23 347 520</b>				

**Notes:**

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MARM 2005-6 4A2	3 187 000	1,0000000000
#REFERENS!	12 863 000	#REFERENS!
MSAC 2003-NC8 B3	17 696 000	0,6044303797
LMT 2008-6 B1	6 614 000	1,0000000000
BAFC 2004-1 B2	5 345 000	1,0000000000
GSAA 2006-6 AF7	4 321 000	1,0000000000
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MARM 2005-6 4A2	576433A63	3 187 000	0,261036062	27-Jan-2014	1-Jan-2014	31-Jan-2014	13,000%	11,246%	108 150	1 510,69	4 127,00	1 510,69	4 127,00
MSAC 2003-NC8 B3	61746RDS7	10 696 000	0,187597052	27-Jan-2014	27-Jan-2014	24-Feb-2014	60,000%	13,951%	1 203 923	14 699,51	0,00	8 884,83	0,00
LMT 2008-6 B1	52525FAH6	6 614 000	0,910736060	27-Jan-2014	1-Jan-2014	31-Jan-2014	35,000%	11,818%	2 108 263	0,00	0,00	0,00	0,00
BAFC 2004-1 B2	05946XGH0	5 345 000	0,712636389	27-Jan-2014	1-Jan-2014	31-Jan-2014	65,000%	11,880%	2 475 877	16 314,46	0,00	16 314,46	0,00
GSAA 2006-6 AF7	362334MZ4	4 321 000	1,000000000	27-Jan-2014	1-Jan-2014	31-Jan-2014	28,000%	15,885%	1 209 880	12 794,45	0,00	12 794,45	0,00
FNLC 2005-3 M2	32113JBV6	6 000 000	1,000000000	27-Jan-2014	27-Jan-2014	24-Feb-2014	65,000%	11,163%	3 900 000	27 436,39	0,00	6 317,87	0,00
SAIL 2006-4 A5	86360WAE2	30 000 000	1,000000000	27-Jan-2014	27-Jan-2014	24-Feb-2014	27,000%	12,530%	8 100 000	38 175,56	0,00	12 656,00	0,00
MANA 2007-A2 A3D	59024FAG9	24 354 840	0,722626527	27-Jan-2014	27-Jan-2014	24-Feb-2014	28,000%	13,940%	4 927 847	13 884,99	0,00	7 268,18	0,00
<b>Total NAV (USD):</b>									<b>24 033 940</b>				

**Notes:**

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BAFC 2004-1 B2	5 345 000	1,0000000000
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			USD	Curr. Factor							Remittance -	Remittance -	Remittance -	Remittance -
MARM 2005-6 4A2	576433A63	US576433A632	3 187 000	0,260503699	25-Feb-2014	1-Feb-2014	28-Feb-2014	11,000%	12,123%	91 325	2 112,13	1 256,50	2 112,13	1 256,50
MSAC 2003-NC8 B3	61746RDS7	US61746RDS76	10 696 000	0,187597052	25-Feb-2014	25-Feb-2014	24-Mar-2014	60,000%	14,256%	1 203 923	14 733,07	0,00	8 905,12	0,00
LMT 2008-6 B1	52525FAH6	US52525FAH64	6 614 000	0,870504320	25-Feb-2014	1-Feb-2014	28-Feb-2014	26,000%	11,606%	1 496 954	372,48	0,00	372,48	0,00
BAFC 2004-1 B2	05946XGH0	US05946XGH08	5 345 000	0,711543835	25-Feb-2014	1-Feb-2014	28-Feb-2014	65,000%	10,261%	2 472 081	21 645,80	5 839,69	21 645,80	5 839,69
GSA 2006-6 AF7	362334MZ4	US362334MZ48	4 321 000	1,000000000	25-Feb-2014	1-Feb-2014	28-Feb-2014	25,000%	15,458%	1 080 250	11 779,47	0,00	11 779,47	0,00
FNLC 2005-3 M2	32113JBV6	US32113JBV61	6 000 000	1,000000000	25-Feb-2014	25-Feb-2014	24-Mar-2014	65,000%	9,508%	3 900 000	24 725,70	0,00	5 693,67	0,00
SAIL 2006-4 A5	86360WAE2	US86360WAE21	30 000 000	1,000000000	25-Feb-2014	25-Feb-2014	24-Mar-2014	25,000%	13,303%	7 500 000	33 352,16	0,00	11 056,94	0,00
MANA 2007-A2 A3D	59024FAG9	US59024FAG90	24 354 840	0,722626527	25-Feb-2014	25-Feb-2014	24-Mar-2014	28,000%	13,907%	4 927 847	12 404,52	0,00	6 493,22	0,00
<b>Total NAV (USD):</b>										<b>22 672 380</b>				

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MARM 2005-6 4A2	576433A63	US576433A632	3 187 000	0,260188437	25-Mar-2014	1-Mar-2014	31-Mar-2014	11,000%	11,694%	91 214	1 676,44	1 004,74	1 676,44	1 004,74
MSAC 2003-NC8 B3	61746RDS7	US61746RDS76	10 696 000	0,187597052	25-Mar-2014	25-Mar-2014	24-Apr-2014	60,000%	14,272%	1 203 923	14 356,88	0,00	8 677,73	0,00
LMT 2008-6 B1	52525FAH6	US52525FAH64	6 614 000	0,866452634	25-Mar-2014	1-Mar-2014	31-Mar-2014	20,000%	12,266%	1 146 144	0,00	0,00	0,00	0,00
BAFC 2004-1 B2	05946XGHO	US05946XGHO8	5 345 000	0,709862831	25-Mar-2014	1-Mar-2014	31-Mar-2014	60,000%	12,306%	2 276 530	18 951,71	8 984,97	18 951,71	8 984,97
GSAA 2006-6 AF7	362334MZ4	US362334MZ48	4 321 000	1,000000000	25-Mar-2014	1-Mar-2014	31-Mar-2014	20,000%	10,433%	864 200	12 661,89	0,00	12 661,89	0,00
FNLC 2005-3 M2	32113JBV6	US32113JBV61	6 000 000	1,000000000	25-Mar-2014	25-Mar-2014	24-Apr-2014	65,000%	9,694%	3 900 000	23 822,42	0,00	5 485,67	0,00
SAIL 2006-4 A5	86360WAE2	US86360WAE21	30 000 000	1,000000000	25-Mar-2014	25-Mar-2014	24-Apr-2014	20,000%	11,664%	6 000 000	32 763,13	0,00	10 861,67	0,00
MANA 2007-A2 A3D	59024FAG9	US59024FAG90	24 354 840	0,722626527	25-Mar-2014	25-Mar-2014	24-Apr-2014	28,000%	13,970%	4 927 847	11 911,40	0,00	6 235,09	0,00
<b>Total NAV (USD):</b>										<b>20 409 858</b>				

**Notes:**

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	<b>orig total bond size</b>	<b>% of bond owned</b>
MARM 2005-6 4A2	3 187 000	1,0000000000
#REFERENS!	12 863 000	#REFERENS!
MSAC 2003-NC8 B3	17 696 000	0,6044303797
LMT 2008-6 B1	6 614 000	1,0000000000
BAFC 2004-1 B2	5 345 000	1,0000000000
GSAA 2006-6 AF7	4 321 000	1,0000000000
FNLC 2005-3 M2	26 056 000	0,2302732576
SAIL 2006-4 A5	90 492 000	0,3315210184
MANA 2007-A2 A3D	46 527 000	0,5234560578

**OPTIMUS FONDER AB**

**A/C No: 1209**      **Name: Ulf Deckmark**

**Closed Transactions:**

Bond Name	Cusip No.	ISIN No.	Size (Orig. Face) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation (Price) current	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance - Int.	Bond Remittance -	Optimus Remittance -	Optimus Remittance -
MARM 2005-6 4A2	576433A63	US576433A632	3 187 000	0,221763110	25-Apr-2014	1-Apr-2014	30-Apr-2014	10,000%	13,492%	70 676	1 785,33	7 927,93	1 785,33	7 927,93
MSAC 2003-NC8 B3	61746RDS7	US61746RDS76	10 696 000	0,187597052	25-Apr-2014	25-Apr-2014	26-May-2014	60,000%	14,518%	1 203 923	16 257,26	0,00	9 826,38	0,00
LMT 2008-6 B1	52525FAH6	US52525FAH64	6 614 000	0,893596321	25-Apr-2014	1-Apr-2014	30-Apr-2014	17,000%	13,586%	1 004 742	2 822,85	0,00	2 822,85	0,00
BAFC 2004-1 B2	05946XGH0	US05946XGH08	5 345 000	0,709089979	25-Apr-2014	1-Apr-2014	30-Apr-2014	60,000%	10,680%	2 274 052	18 907,53	4 130,89	18 907,53	4 130,89
FNLC 2005-3 M2	32113JBV6	US32113JBV61	6 000 000	1,000000000	25-Apr-2014	25-Apr-2014	26-May-2014	65,000%	9,797%	3 900 000	26 346,78	0,00	6 066,96	0,00
MANA 2007-A2 A3D	59024FAG9	US59024FAG90	24 354 840	0,722626527	25-Apr-2014	25-Apr-2014	26-May-2014	28,000%	13,958%	4 927 847	13 151,43	0,00	6 884,20	0,00
<b>Total NAV (USD):</b>										<b>13 381 239</b>				

**Notes:**

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	<b>orig total bond size</b>	<b>% of bond owned</b>
MARM 2005-6 4A2	3 187 000	1,0000000000
#REFERENS!	12 863 000	#REFERENS!
MSAC 2003-NC8 B3	17 696 000	0,6044303797
LMT 2008-6 B1	6 614 000	1,0000000000
BAFC 2004-1 B2	5 345 000	1,0000000000
#REFERENS!	4 321 000	#REFERENS!
FNLC 2005-3 M2	26 056 000	0,2302732576
#REFERENS!	90 492 000	#REFERENS!
MANA 2007-A2 A3D	46 527 000	0,5234560578

OPTIMUS FONDER AB

A/C No: 1209      Name: Ulf  
 Deckmark

Closed Transactions:

Bond Name	Cusip No.	ISIN No.	Size (Orig. Face) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation (Price) current ratio	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance - Int.	Bond Remittance - Prin.	Optimus Remittance - Int.	Optimus Remittance - Prin.
MARM 2005-6 4A2	576433A63	US576433A632	3 187 000	0,221382087	27-May-2014	1-May-2014	31-May-2014	9,000%	11,906%	63 499	1 564,77	1 214,32	1 564,77	1 214,32
MSAC 2003-NC8 B3	61746RDS7	US61746RDS76	10 696 000	0,187597052	27-May-2014	27-May-2014	24-Jun-2014	58,000%	14,298%	1 163 792	17 048,00	0,00	10 304,33	0,00
LMT 2008-6 B1	52525FAH6	US52525FAH64	6 614 000	0,890452835	27-May-2014	1-May-2014	31-May-2014	17,000%	12,474%	1 001 207	0,00	0,00	0,00	0,00
BAFC 2004-1 B2	05946XGH0	US05946XGH08	5 345 000	0,706118269	27-May-2014	1-May-2014	31-May-2014	58,000%	11,864%	2 189 037	18 887,83	15 883,79	18 887,83	15 883,79
FNLC 2005-3 M2	32113JBV6	US32113JBV61	6 000 000	1,000000000	27-May-2014	27-May-2014	24-Jun-2014	58,000%	11,108%	3 480 000	27 151,51	0,00	6 252,27	0,00
MANA 2007-A2 A3D	59024FAG9	US59024FAG90	24 354 840	0,722626527	27-May-2014	27-May-2014	24-Jun-2014	25,000%	14,715%	4 399 863	13 517,40	0,00	7 075,76	0,00
<b>Total NAV (USD):</b>										<b>12 297 399</b>				

Notes:

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	<b>orig total bond size</b>	<b>% of bond owned</b>
MARM 2005-6 4A2	3 187 000	1,0000000000
#REFERENS!	12 863 000	#REFERENS!
MSAC 2003-NC8 B3	17 696 000	0,6044303797
LMT 2008-6 B1	6 614 000	1,0000000000
BAFC 2004-1 B2	5 345 000	1,0000000000
#REFERENS!	4 321 000	#REFERENS!
FNLC 2005-3 M2	26 056 000	0,2302732576
#REFERENS!	90 492 000	#REFERENS!
MANA 2007-A2 A3D	46 527 000	0,5234560578

**OPTIMUS FONDER AB**

Name: Ulf

A/C No: 1209

Deckmark

**Closed Transactions:**

Bond Name	Cusip No.	ISIN No.	Size (Orig. Face) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation (Price) current ratio	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance - Int.	Bond Remittance - Prin.	Optimus Remittance - Int.	Optimus Remittance - Prin.
MARM 2005-6 4A2	576433A63	US576433A632	3 187 000	0,209917251	25-Jun-2014	1-Jun-2014	30-Jun-2014	9,000%	12,082%	60 211	1 530,58	8 039,13	1 530,58	8 039,13
MSAC 2003-NC8 B3	61746RDS7	US61746RDS76	10 696 000	0,187597052	25-Jun-2014	25-Jun-2014	24-Jul-2014	56,000%	10,484%	1 123 661	15 443,60	0,00	9 334,58	0,00
LMT 2008-6 B1	52525FAH6	US52525FAH64	6 614 000	0,887330599	25-Jun-2014	1-Jun-2014	30-Jun-2014	15,000%	11,448%	880 321	1 870,94	0,00	1 870,94	0,00
BAFC 2004-1 B2	05946XGH0	US05946XGH08	5 345 000	0,704774138	25-Jun-2014	1-Jun-2014	30-Jun-2014	55,000%	10,203%	2 071 860	18 809,23	7 184,39	18 809,23	7 184,39
FNLC 2005-3 M2	32113JBV6	US32113JBV61	6 000 000	1,000000000	25-Jun-2014	25-Jun-2014	24-Jul-2014	58,000%	11,174%	3 480 000	24 557,78	0,00	5 655,00	0,00
MANA 2007-A2 A3D	59024FAG9	US59024FAG90	24 354 840	0,722626527	25-Jun-2014	25-Jun-2014	24-Jul-2014	27,000%	14,216%	4 751 852	12 187,85	0,00	6 379,80	0,00
<b>Total NAV (USD):</b>										<b>12 367 905</b>				

**Notes:**

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	<b>orig total bond size</b>	<b>% of bond owned</b>
MARM 2005-6 4A2	3 187 000	1,0000000000
MSAC 2003-NC8 B3	17 696 000	0,6044303797
LMT 2008-6 B1	6 614 000	1,0000000000
BAFC 2004-1 B2	5 345 000	1,0000000000
FNLC 2005-3 M2	26 056 000	0,2302732576
MANA 2007-A2 A3D	46 527 000	0,5234560578

OPTIMUS FONDER AB

Name: Ulf

A/C No: 1209

Deckmark

Closed Transactions:

Bond Name	Cusip No.	ISIN No.	Size (Orig. Face) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation (Price) current ratio	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance - Int.	Bond Remittance - Prin.	Optimus Remittance - Int.	Optimus Remittance Prin.
MARM 2005-6 4A2	576433A63	US576433A632	3 187 000	0,209565497	25-Jul-2014	1-Jun-2014	30-Jun-2014	8,000%	12,816%	53 431	1 452,17	1 121,03	1 452,17	1 121,03
MSAC 2003-NC8 B3	61746RDS7	US61746RDS76	10 696 000	0,187597052	25-Jul-2014	25-Jul-2014	24-Aug-2014	35,000%	10,394%	702 288	12 998,24	0,00	7 856,53	0,00
LMT 2008-6 B1	52525FAH6	US52525FAH64	6 614 000	0,861394720	25-Jul-2014	1-Jun-2014	30-Jun-2014	9,000%	9,626%	512 754	0,00	0,00	0,00	0,00
BAFC 2004-1 B2	05946XGH0	US05946XGH08	5 345 000	0,703118024	25-Jul-2014	1-Jun-2014	30-Jun-2014	49,000%	10,048%	1 841 501	18 774,00	8 851,93	18 774,00	8 851,93
FNLC 2005-3 M2	32113JBV6	US32113JBV61	6 000 000	1,000000000	25-Jul-2014	25-Jul-2014	24-Aug-2014	51,000%	12,531%	3 060 000	25 448,03	0,00	5 860,00	0,00
MANA 2007-A2 A3D	59024FAG9	US59024FAG90	24 354 840	0,722626527	25-Jul-2014	25-Jul-2014	24-Aug-2014	39,000%	13,119%	6 863 787	12 664,15	0,00	6 629,13	0,00
<b>Total NAV (USD):</b>										<b>13 033 761</b>				

Notes:

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	<b>orig total bond size</b>	<b>% of bond owned</b>
MARM 2005-6 4A2	3 187 000	1,0000000000
MSAC 2003-NC8 B3	17 696 000	0,6044303797
LMT 2008-6 B1	6 614 000	1,0000000000
BAFC 2004-1 B2	5 345 000	1,0000000000
FNLC 2005-3 M2	26 056 000	0,2302732576
MANA 2007-A2 A3D	46 527 000	0,5234560578

**OPTIMUS FONDER AB**

**A/C No: 1209**      **Name: Ulf Deckmark**

**Closed Transactions:**

Bond Name	Cusip No.	ISIN No.	Size (Orig. Face) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation (Price) current ratio	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance - Int.	Bond Remittance - Prin.	Optimus Remittance - Int.	Optimus Remittance - Prin.
MARM 2005-6 4A2	576433A63	US576433A632	3 187 000	0,201537992	25-Aug-2014	1-Jul-2014	31-Jul-2014	9,000%	12,531%	57 807	1 448,93	7 302,60	1 448,93	7 302,60
BAFC 2004-1 B2	05946XGH0	US05946XGH08	5 345 000	0,702149437	25-Aug-2014	1-Jul-2014	31-Jul-2014	23,000%	9,098%	863 187	18 730,59	5 177,10	18 730,59	5 177,10
MANA 2007-A2 A3D	59024FAG9	US59024FAG90	24 354 840	0,722626527	25-Aug-2014	25-Aug-2014	24-Sep-2014	56,000%	9,273%	9 855 694	13 173,15	0,00	6 895,57	0,00
<b>Total NAV (USD):</b>										<b>10 776 688</b>				

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	<b>orig total bond size</b>	<b>% of bond owned</b>
MARM 2005-6 4A2	3 187 000	1,0000000000
BAFC 2004-1 B2	5 345 000	1,0000000000
MANA 2007-A2 A3D	46 527 000	0,5234560578

**OPTIMUS FONDER AB**

**Name: Michael  
Galea, Calamatta  
Cuschieri (Fund  
Manager)**

**A/C No: 1209**

**Closed Transactions:**

Bond Name	Cusip No.	ISIN No.	Size (Orig. Face) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation (Price) current ratio	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance - Int.	Bond Remittance - Prin.	Optimus Remittance - Int.	Optimus Remittance - Prin.
MARM 2005-6 4A2	576433A63	US576433A632	3 187 000	0,201184732	25-Sep-2014	1-Aug-2014	31-Aug-2014	9,000%	12,839%	57 706	1 376,19	1 125,84	1 376,19	1 125,84
MANA 2007-A2 A3D	59024FAG9	US59024FAG90	24 354 840	0,722626527	25-Sep-2014	25-Sep-2014	26-Oct-2014	56,000%	9,462%	9 855 694	13 173,15	0,00	6 895,57	0,00
<b>Total NAV (USD):</b>										<b>9 913 400</b>				

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	<b>orig total bond size</b>	<b>% of bond owned</b>
MARM 2005-6 4A2	3 187 000	1,0000000000
MANA 2007-A2 A3D	46 527 000	0,5234560578

OPTIMUS FONDER AB

Name: Michael  
Galea, Calamatta  
Cuschieri (Fund  
Manager)

A/C No: 1209

Closed Transactions:

Bond Name	Cusip No.	ISIN No.	Size (Orig. Face) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation (Price) current ratio	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance - Int.	Bond Remittance - Prin.	Optimus Remittance - Int.	Optimus Remittance - Prin.
MARM 2005-6 4A2	576433A63	US576433A632	3 187 000	0,181527785	27-Oct-2014	1-Oct-2014	31-Oct-2014	9,000%	10,231%	52 068	1 373,97	11 465,54	1 373,97	11 465,54
MANA 2007-A2 A3D	59024FAG9	US59024FAG90	24 354 840	0,722626527	27-Oct-2014	27-Oct-2014	24-Nov-2014	56,000%	9,314%	9 855 694	13 583,14	0,00	7 110,18	0,00
<b>Total NAV (USD):</b>										<b>9 907 762</b>				

Notes:

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	<b>orig total bond size</b>	<b>% of bond owned</b>
MARM 2005-6 4A2	3 187 000	1,0000000000
MANA 2007-A2 A3D	46 527 000	0,5234560578

**OPTIMUS FONDER AB**

Name: Michael  
Galea, Calamatta  
Cuschieri (Fund  
Manager)

A/C No: 1209

**Closed Transactions:**

Bond Name	Cusip No.	ISIN No.	Size (Orig. Face) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation (Price) current ratio	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance - Int.	Bond Remittance - Prin.	Optimus Remittance - Int.	Optimus Remittance - Prin.
MARM 2005-6 4A2	576433A63	US576433A632	3 187 000	0,180381537	25-Nov-2014	1-Nov-2014	30-Nov-2014	9,000%	10,531%	51 739	1 255,85	965,33	1 255,85	965,33
MANA 2007-A2 A3D	59024FAG9	US59024FAG90	24 354 840	0,722626527	25-Nov-2014	25-Nov-2014	25-Dec-2014	59,000%	8,947%	10 383 678	12 242,01	0,00	6 408,15	0,00
<b>Total NAV (USD):</b>										<b>10 435 416</b>				

**Notes:**

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	<b>orig total bond size</b>	<b>% of bond owned</b>
MARM 2005-6 4A2	3 187 000	1,0000000000
MANA 2007-A2 A3D	46 527 000	0,5234560578

**OPTIMUS FONDER AB**

**Name: Michael  
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Calamatta  
Cuschieri (Fund  
Manager)**

**A/C No: 1209**

**Closed Transactions:**

Bond Name	Cusip No.	ISIN No.	Size (Orig. Face) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation (Price) current ratio	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance - Int.	Bond Remittance - Prin.	Optimus Remittance - Int.	Optimus Remittance - Prin.
MARM 2005-6 4A2	576433A63	US576433A632	3 187 000	0,180055554	26-Dec-2014	1-Dec-2014	31-Dec-2014	7,000%	9,122%	40 169	1 248,09	1 038,91	1 248,09	1 038,91
MANA 2007-A2 A3D	59024FAG9	US59024FAG90	24 354 840	0,722626527	26-Dec-2014	26-Dec-2014	25-Jan-2015	59,000%	8,906%	10 383 678	13 180,39	0,00	6 899,35	0,00
<b>Total NAV (USD):</b>										<b>10 423 846</b>				

**Notes:**

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	<b>orig total bond size</b>	<b>% of bond owned</b>
MARM 2005-6 4A2	3 187 000	1,0000000000
MANA 2007-A2 A3D	46 527 000	0,5234560578

**OPTIMUS FONDER AB**

Name: Michael  
Galea,  
Calamatta  
Cuschieri (Fund  
Manager)

A/C No: 1209

**Closed Transactions:**

Bond Name	Cusip No.	ISIN No.	Size (Orig. Face) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation (Price) current ratio	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance - Int.	Bond Remittance - Prin.	Optimus Remittance - Int.	Optimus Remittance - Prin.
MARM 2005-6 4A2	576433A63	US576433A632	3 187 000	0,176278306	26-Jan-2015	1-Jan-2015	31-Jan-2015	6,000%	13,876%	33 708	1 246,02	10 796,08	1 246,02	10 796,08
MANA 2007-A2 A3D	59024FAG9	US59024FAG90	24 354 840	0,722626527	26-Jan-2015	26-Jan-2015	24-Feb-2015	58,000%	8,806%	10 207 683	13 592,95	0,00	7 115,31	0,00
<b>Total NAV (USD):</b>										<b>10 241 391</b>				

**Notes:**

\* Valuations for bond portfolio liquidity is measured at 0.95:1.00 (assets assumed to be able to be sold within 5 business days at a price +-5% of current valuation price).  
The "current ratio" is the most basic liquidity test, and addresses a company's ability to meet its short-term liabilities with its short-term assets.

Hayden Consulting Group, LLC  
Accounts Department  
[hayden@haydenconsultingintl.com](mailto:hayden@haydenconsultingintl.com)  
One World Trade Center, 121 SW Salmon Street, Eleventh Flr, Portland, Oregon 97204, (503)510-9198

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	<b>orig total bond size</b>	<b>% of bond owned</b>
MARM 2005-6 4A2	3 187 000	1,0000000000
MANA 2007-A2 A3D	46 527 000	0,5234560578

**OPTIMUS FONDER AB**

**A/C No: 1209**      **Name: Barbaros  
Ökten, (Fund  
Mngr.)**

**Closed Transactions:**

Bond Name	Cusip No.	ISIN No.	Size (Orig. Face) USD	Curr. Factor	Factor Date	Beginning Accrual Dt	Ending Accrual Dt	Curr. Valuation (Price) current ratio	Yield (Total Return)	Curr. Valuation (Bal.)	Bond Remittance - Int.	Bond Remittance - Prin.	Optimus Remittance - Int.	Optimus Remittance - Prin.
MARM 2005-6 4A2	576433A63	US576433A632	3 187 000	0,175982388	25-Feb-2015	1-Feb-2015	28-Feb-2015	5,000%	12,804%	28 043	1 217,30	943,09	1 217,30	943,09
MANA 2007-A2 A3D	59024FAG9	US59024FAG90	24 354 840	0,722626527	25-Feb-2015	25-Feb-2015	24-Mar-2015	50,500%	10,825%	8 887 724	13 119,45	0,00	6 867,46	0,00
<b>Total NAV (USD):</b>										<b>8 915 767</b>				

**Notes:**

\* Valuations for bond portfolio liquidity is measured at 0.95:1.00 (assets assumed to be able to be sold within 5 business days at a price +-5% of current valuation price).  
The "current ratio" is the most basic liquidity test, and addresses a company's ability to meet its short-term liabilities with its short-term assets.

Hayden Consulting Group, LLC  
Accounts Department  
[hayden@haydenconsultingintl.com](mailto:hayden@haydenconsultingintl.com)  
One World Trade Center, 121 SW Salmon Street, Eleventh Flr, Portland, Oregon 97204, (503)510-9198

	<b>orig total bond size</b>	<b>% of bond owned</b>
MARM 2005-6 4A2	3 187 000	1,0000000000
MANA 2007-A2 A3D	46 527 000	0,5234560578

**DAILY CONFIRMATION**

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2014 January 30

**AUM AS OF: 2014-01-30**  
**2 023 000 000**

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation	BOND VALUE (USD)	BOND VALUE (SEK)	% OF VALUE IN THE FUND	AURIGA VALUES (NOV 2013)
MARM 2005-6 4A2	576433A63	3 187 000	0,303709423	25-Nov-2013	13,000%	125 830	817 894	0,0004	15
MSAC 2003-NC8 B3	61746RDS7	10 696 000	0,187597052	25-Nov-2013	60,000%	1 203 923	7 825 498	0,0039	15
LMT 2008-6 B1	52525FAH6	6 614 000	0,947841739	25-Nov-2013	35,000%	2 194 159	14 262 032	0,0070	15
BAFC 2004-1 B2	05946XGH0	5 345 000	0,712636389	25-Nov-2013	65,000%	2 475 877	16 093 200	0,0080	20
GSA 2006-6 AF7	362334M24	4 321 000	1,000000000	25-Nov-2013	27,000%	1 166 670	7 583 355	0,0037	25
FNLC 2005-3 M2	32113JBV6	6 000 000	1,000000000	25-Nov-2013	65,000%	3 900 000	25 350 000	0,0125	20
SAIL 2006-4 A5	86360WAE2	30 000 000	1,000000000	25-Nov-2013	26,000%	7 800 000	50 700 000	0,0251	20
MANA 2007-A2 A3D	59024FAG9	24 354 840	0,722626527	25-Nov-2013	28,000%	4 927 847	32 031 005	0,0158	10
<b>Total NAV (USD):</b>						<b>23 794 305</b>	<b>154 662 986</b>	<b>0,0765</b>	

**182 070 000** 0,0900 Port Value @ 9% of AUM  
**27 407 014** Avail Bond Value For Purchase

**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.

Hayden Consulting Group, LLC  
 Accounts Department  
[hayden@haydenconsultingintl.com](mailto:hayden@haydenconsultingintl.com)  
 One World Trade Center, 121 SW Salmon Street, Eleventh Flr, Portland, Oregon 97204, (503)510-9198

**DAILY CONFIRMATION**

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2013 December 31

AUM AS OF:

2013-12-27

2 464 000 000

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation	BOND VALUE (USD)	BOND VALUE (SEK)	% OF VALUE IN THE FUND	AURIGA VALUES (NOV 2013)
MARM 2005-6 4A2	576433A63	3 187 000	0,389765102	25-Nov-2013	17,500%	217 382	1 412 981	0,0006	15
MSAC 2003-NC8 B3	61746RDS7	10 696 000	0,187597052	25-Nov-2013	60,000%	1 203 923	7 825 498	0,0032	15
LMT 2008-6 B1	52525FAH6	6 614 000	0,948696148	25-Nov-2013	41,000%	2 572 617	16 722 012	0,0068	15
BAFC 2004-1 B2	05946XGH0	5 345 000	0,713462451	25-Nov-2013	67,000%	2 555 016	16 607 604	0,0067	20
GSAA 2006-6 AF7	362334MZ4	4 321 000	1,000000000	25-Nov-2013	27,000%	1 166 670	7 583 355	0,0031	25
FNLC 2005-3 M2	32113JBV6	6 000 000	1,000000000	25-Nov-2013	65,000%	3 900 000	25 350 000	0,0103	20
SAIL 2006-4 A5	86360WAE2	30 000 000	1,000000000	25-Nov-2013	35,000%	10 500 000	68 250 000	0,0277	20
MANA 2007-A2 A3D	59024FAG9	24 354 840	0,722626527	25-Nov-2013	31,000%	5 455 831	35 462 899	0,0144	10
<b>Total NAV (USD):</b>					<b>27 571 439</b>	<b>27 571 439</b>	<b>179 214 350</b>	<b>0,0727</b>	

**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.

Hayden Consulting Group, LLC

Accounts Department

[hayden@haydenconsultingintl.com](mailto:hayden@haydenconsultingintl.com)

One World Trade Center, 121 SW Salmon Street, Eleventh Flr, Portland, Oregon 97204, (503)510-9198

**WORKSHEET - DAILY CONFIRMATION**

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 2014 FEBRUARY 26

**AUM AS OF: 2014-02-26**  
**1 580 000 000**

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation	BOND VALUE (USD)	BOND VALUE (SEK)	% OF VALUE IN THE FUND	AURIGA VALUES (NOV 2013)
MARM 2005-6 4A2	576433A63	3 187 000	0,261036062	27-Jan-2014	11,000%	91 511	594 824	0,0004	15
MSAC 2003-NC8 B3	61746RDS7	10 696 000	0,187597052	27-Jan-2014	60,000%	1 203 923	7 825 498	0,0050	15
LMT 2008-6 B1	52525FAH6	6 614 000	0,910736060	27-Jan-2014	26,000%	1 566 138	10 179 898	0,0064	15
BAFC 2004-1 B2	05946XGH0	5 345 000	0,712636389	27-Jan-2014	65,000%	2 475 877	16 093 200	0,0102	20
GSAA 2006-6 AF7	362334MZ4	4 321 000	1,000000000	27-Jan-2014	25,000%	1 080 250	7 021 625	0,0044	25
FNLC 2005-3 M2	32113JBV6	6 000 000	1,000000000	27-Jan-2014	65,000%	3 900 000	25 350 000	0,0160	20
SAIL 2006-4 A5	86360WAE2	30 000 000	1,000000000	27-Jan-2014	25,000%	7 500 000	48 750 000	0,0309	20
MANA 2007-A2 A3D	59024FAG9	24 354 840	0,722626527	27-Jan-2014	28,000%	4 927 847	32 031 005	0,0203	10
<b>Total NAV (USD):</b>					<b>22 745 546</b>	<b>22 745 546</b>	<b>147 846 051</b>	<b>0,0936</b>	
							<b>142 200 000</b>	<b>0,0900</b>	<b>Port Value @ 9% of AUM</b>
							<b>(5 646 051)</b>		<b>Avail Bond Value For Purchase</b>

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**WORKSHEET - DAILY CONFIRMATION**

OPTIMUS FONDER AB

A/C No: 1209

Name: Ulf Deckmark

Date: 01 APRIL 2014

**AUM AS OF: 2014-03-10**  
**1 550 000 000**

**Closed Transactions:**

Bond Name	Cusip No.	Size (Orig.) USD	Curr. Factor	Factor Date	Curr. Valuation	BOND VALUE (USD)	BOND VALUE (SEK)	% OF VALUE IN THE FUND	AURIGA VALUES (NOV 2013)
MARM 2005-6 4A2	576433A63	3 187 000	0,260188437	25-Mar-2014	11,000%	91 214	592 893	0,0004	15
MSAC 2003-NC8 B3	61746RDS7	10 696 000	0,187597052	25-Mar-2014	60,000%	1 203 923	7 825 498	0,0050	15
LMT 2008-6 B1	52525FAH6	6 614 000	0,866452634	25-Mar-2014	20,000%	1 146 144	7 449 933	0,0048	15
BAFC 2004-1 B2	05946XGH0	5 345 000	0,709862831	25-Mar-2014	60,000%	2 276 530	14 797 446	0,0095	20
GSAA 2006-6 AF7	362334MZ4	4 321 000	1,000000000	25-Mar-2014	20,000%	864 200	5 617 300	0,0036	25
FNLC 2005-3 M2	32113JBV6	6 000 000	1,000000000	25-Mar-2014	65,000%	3 900 000	25 350 000	0,0164	20
SAIL 2006-4 A5	86360WAE2	30 000 000	1,000000000	25-Mar-2014	20,000%	6 000 000	39 000 000	0,0252	20
MANA 2007-A2 A3D	59024FAG9	24 354 840	0,722626527	25-Mar-2014	28,000%	4 927 847	32 031 005	0,0207	10
<b>Total NAV (USD):</b>					<b>20 409 858</b>	<b>20 409 858</b>	<b>132 664 075</b>	<b>0,0856</b>	
							<b>139 500 000</b>	<b>0,0900</b>	<b>Port Value @ 9% of AUM</b>
							<b>6 835 925</b>		<b>Avail Bond Value For Purchase</b>

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# Online Virtual Office Agreement

English (US)

**Agreement Date : December 17, 2012**

**Confirmation No : 4583637**

## Business Center Details

**OR, Portland - World Trade Center**

**Address** One World Trade Center  
121 Southwest Salmon Street  
11th Floor  
Portland  
Oregon  
97204  
United States of America

**Sales Manager** Patrick Swanson

## Client Details

**Company Name** Hayden Consulting Group

**Contact Name** John Thomas Epperson

**Address** 1176 Main St.  
Suite 300  
Irvine  
California  
92614  
United States of America

**Phone** + (503) 510-9198

**Email** epperjt@gmail.com

## Virtual Office Payment Details (exc. tax and exc. services)

**Virtual Office Type : Standard Virtual Office**

<b>Initial Payment :</b>	<b>First month's fee :</b>	\$ 0.00
	<b>One Time Registration Fee :</b>	\$ 0.00
	<b>Service Retainer :</b>	\$ 438.00
	<b>Total Initial Payment :</b>	<b>\$ 438.00</b>

<b>Monthly Payment :</b>	<b>Total Monthly Payment thereafter :</b>	<b>\$ 219.00</b>
--------------------------	---	------------------

<b>Service Provision :</b>	<b>Start Date</b>	19 December 2012	<b>End Date</b>	31 December 2013
----------------------------	-------------------	------------------	-----------------	------------------

All agreements end on the last calendar day of the month.

**Comments:**





# 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

Your order No

Terms of delivery

Transported by

Delivery date 2012-10-09

Our reference

Terms of payment 10 dagar netto

Date due 2012-10-19

Penalty interest 11,00 %

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				<b>TO PAY</b> <b>415 101,00</b>

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

Your order No

Terms of delivery

Transported by

Delivery date 2012-10-09

Our reference

Terms of payment 10 dagar netto

Date due 2012-10-19

Penalty interest 11,00 %

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: SE675000000052021028348 BIC-code: ESSESESS Bank: SEB				
	Net				<b>TO PAY</b>
	415 101,00				<b>415 101,00</b>

Address  
Traction Fonder AB  
Biblioteksgatan 3

116 46 Stockholm

Corporate identity No  
556673-5758

F-tax



# Strategi Placering AB

## Invoice

Invoice No / Customer No

11 2

Invoice date

2012-12-10

Invoice address

ABSIG LLC  
707 Broadway, 18th Floor  
San Diego  
121 California  
United States

Your reference Mark Bishop  
Your order No  
Terms of delivery  
Transported by  
Delivery date 2012-12-10

Our reference Tomas Larsson  
Terms of payment 10 dagar netto  
Date due 2012-12-20  
Penalty interest 11,00 %

Article No	Denomination	Delivered quantity	Unit	Unit price	Discount	Total
Delivery date						
	Marketing during November 2012					158 229,00
	Fund fee recieved from Traction					-17 430,00
	Sales budget recieved from SVC Ltd					-62 835,00
	Net					<b>77 964,00</b>
					USD	<b>TO PAY 77 964,00</b>

BIC DABASESX	Account number 1367 0157 948	Bank Danske Bank	Address Bagaregatan 25
Country code SE	IBAN 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

Internet [www.wwww.strategiplacering.se](http://www.wwww.strategiplacering.se)

Corporate identity No 556860-5082

# Cash Management

## Print Single Wire Transfer

**Ref #:** 544696

**Created by:** ABS Investment Group LLC - 12/19/2012 01:06 pm PST

**Approved by:** ABS Investment Group LLC - 12/19/2012 01:06 pm PST

### SENDER

**Name:** ABS Investment Group LLC

**Tax ID #:** 262119490

**Address:** 707 BROADWAY 18TH FLOOR

**Account to Debit:** Checking:\*0070

**Amount:** \$ \$77,964.00

**City:** San Diego

**Submit date:** 12/19/2012

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 6192360444

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Strategi Placering

**Code Type:**

**Beneficiary's Address 1:** Hammarby Kaj 16

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Stockholm

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** SWEDEN

**Institution**

**Region/State:**

**ZIP/Postal Code:** 12030

**Institution Country:**

**Beneficiary's Account:** IBAN SE3912000000013670157948

**Special Instructions for the Beneficiary:** Marketing for Traction for November 2012.

### BENEFICIARY INSTITUTION

**Code Type:** BIC/SWIFT Code DABASESX

**Local Clearing Code:**

**Institution Name:** Danske Bank

**Institution Address:** Bagaregatan 25

**Institution City:** Nyköping

**Institution Region/State:**

**Institution Country:** SWEDEN

**ZIP/Postal Code:** S-611 25

# 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  
Your order No  
Terms of delivery  
Transported by  
Delivery date 2013-02-01

Our reference Thomas Larsson  
Terms of payment 20 dagar netto  
Date due 2013-02-21  
Penalty interest 11,00 %

Article No	Denomination	Delivered quantity	Unit	Unit price	Discount	Total
Delivery date						
	Marketing during January 2013					145 164,00
	Fund fee recieved from Traction					-39 220,00
	Net					<b>105 944,00</b>
					USD	<b>TO PAY 105 944,00</b>

BIC DABASESX	Account number 1367 0157 948	Bank Danske Bank	Address Bagaregatan 25
Country code SE	IBAN 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

Internet  
www.www.strategiplacering.se

Corporate identity No  
556860-5082

# 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  
Your order No  
Terms of delivery  
Transported by  
Delivery date 2013-03-01

Our reference Thomas Larsson  
Terms of payment 20 dagar netto  
Date due 2013-03-21  
Penalty interest 11,00 %

Article No	Denomination	Delivered quantity	Unit	Unit price	Discount	Total
Delivery date						
	Marketing during February 2013					164 503,00
	Fund fee recieved from Traction					-43 108,00
	Net					<b>121 395,00</b>
					USD	<b>TO PAY 121 395,00</b>

BIC DABASESX	Account number 1367 0157 948	Bank Danske Bank	Address Bagaregatan 25
Country code SE	IBAN 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

Internet  
www.www.strategiplacering.se

Corporate identity No  
556860-5082

# Strategi Placering AB

## Invoice

Invoice No / Customer No

21 2

Invoice date

2013-04-01

Invoice address

ABSIG LLC  
707 Broadway, 18th Floor  
San Diego  
121 California  
United States

Your reference Mark Bishop  
Your order No  
Terms of delivery  
Transported by  
Delivery date 2013-04-01

Our reference Thomas Larsson  
Terms of payment 20 dagar netto  
Date due 2013-04-21  
Penalty interest 11,00 %

Article No	Denomination	Delivered quantity	Unit	Unit price	Discount	Total
Delivery date						
	Marketing during Mars 2013					135 591,00
	Fund fee recieved from Traction					-46 168,00
	Net					<b>89 423,00</b>
					USD	<b>TO PAY 89 423,00</b>

BIC DABASESX	Account number 1367 0157 948	Bank Danske Bank	Address Bagaregatan 25
Country code SE	IBAN 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

Internet [www.wwww.strategiplacering.se](http://www.wwww.strategiplacering.se)

Corporate identity No 556860-5082

[Willmann Monika <Monika.Willmann@baaderbank.de>]

Wed, 10/08/2014 01:05 AM

**From:** [Willmann Monika <Monika.Willmann@baaderbank.de>]

**To:** [Mark Bishop' <mbishop@absig.com>, Weck Alexandra <Alexandra.Weck@baaderbank.de>]

**Cc:** ["emil@solidventurecapital.co.uk" <emil@solidventurecapital.co.uk>, Custodyservice <Custodyservice@baaderbank.de>]

**Subject:** AW: Bond transfer/sale to Solid Venture Capital...

Dear Mark,

please use following SSI (also attached) of our custodian Caceis Bank:

USA	Bank of New York Mellon, New York	112000	IRVTUS3NXXX DTC: 901; ABA: 021000018 Bank of NYC/CUST/112000
-----	-----------------------------------	--------	--

ifo Baader Bank account 68007585, ifo Solid Venture account 25097001

Best regards,

Monika

Monika Willmann  
Custody Service

Baader Bank Aktiengesellschaft  
Weihenstephaner Straße 4  
85716 Unterschleißheim, Deutschland

Telefon: +49 89 5150 1742  
Fax: +49 89 5150 2444

E-Mail: [monika.willmann@baaderbank.de](mailto:monika.willmann@baaderbank.de)  
Internet: <http://www.baaderbank.de>

Baader Bank Aktiengesellschaft | Vorstand: Uto Baader (Vors.), Nico Baader, Dieter Brichmann |  
Vorsitzender des Aufsichtsrates: Dr. Horst Schiessl |  
Amtsgericht München HRB 121537 | Sitz der Gesellschaft: Unterschleißheim | StNr. 143/100/10066 | USt-IdNr. DE114123893.

Diese E-Mail enthält möglicherweise vertrauliche und/oder rechtlich geschützte Informationen. Wenn Sie nicht der richtige Adressat dieser E-Mail sind oder diese E-Mail irrtümlich erhalten haben, informieren Sie uns bitte unverzüglich und löschen Sie diese E-Mail. Das unerlaubte Vervielfältigen oder Weiterleiten dieser E-Mail ist strikt untersagt.

**Von:** Mark Bishop [mailto:mbishop@absig.com]

**Gesendet:** Dienstag, 7. Oktober 2014 21:42

**An:** Weck Alexandra

**Cc:** emil@solidventurecapital.co.uk; Custodyservice

**Betreff:** Bond transfer/sale to Solid Venture Capital...

Alexandra -

We will be delivering the subject bond via "DTC Free" delivery, from DTC number 0075 (which is LPL Financial, our bond custodian). We will deliver the bond, "Free Delivery", to the account of your client, "Solid Venture Capital".

Just to reconfirm your instructions, Solid Venture Capital's account number is "25097001". [What is the DTC number for Baader Bank?](#)

Once we put together our DTC delivery request to LPL Financial (all we need at this time is the DTC number for Baader Bank), they will provide you with all of their contact information for settlement.

For your information, the subject bond information is as follows:

Fup  
011aga  
12  
C-2

244

Bond Name: HVMLT 2006-1 X1  
ISIN: US41161PB361  
Orig. Face (Quantity): \$35,405,000.00  
Current Face: \$8,600,683.23  
Price (%): 13.00%  
Price (\$): \$1,118,088.82

Thank you.

Best regards,

Mark

=====  
Mark Bishop  
[mbishop@absig.com](mailto:mbishop@absig.com)  
+1 949 678 9574

---

## 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

<b>Auditor/Banker's Information</b>	
Auditor Name	
Auditor Qualification	No Adverse Comments
Banker Name	
Banker Sort Code	

<b>Other Information</b>	
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

<b>Industry Information</b>	
Industry Description	

<b>Mortgage Information</b>	
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	

<b>Shareholders information</b>	
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					
<b>Creditors</b>					
- Trade Creditors	2,120	53,6%	1,380	104,1%	676
- Bank Overdraft	0	-	0	-	0
Increase in Cash	-74	-	0	-	0
<b>Total Current Liabilities</b>	<b>2,120</b>	<b>53,6%</b>	<b>1,380</b>	<b>104,1%</b>	<b>676</b>
Other Short Term Loans	0	-	0	-	0
Miscellaneous Current Liabilities	0	-	0	-	0
Other Long Term Finance	0	-	0	-	0
<b>Total Long Term Liabilities</b>	<b>0</b>	<b>-</b>	<b>0</b>	<b>-</b>	<b>0</b>
Overdraft Long Term Liabilites	0	-	0	-	0
<b>Liabilities</b>	<b>2,120</b>	<b>53,6%</b>	<b>1,380</b>	<b>104,1%</b>	<b>676</b>
<b>Net Assets</b>	<b>-2,046</b>	<b>-56,7%</b>	<b>-1,306</b>	<b>-116,9%</b>	<b>-602</b>
<b>Working Captial</b>	<b>-2,046</b>	<b>-56,7%</b>	<b>-1,306</b>	<b>-116,9%</b>	<b>-602</b>
<b>Current Assets</b>	<b>74</b>	<b>0,0%</b>	<b>74</b>	<b>0,0%</b>	<b>74</b>
Other Current Assets	0	-	0	-	0

Ratios					
Date To	2010-07-31	-	2009-07-31	-	2008-07-31
<b>Trading Performance</b>					
Pre-Tax Profit Margin	0.0%	-	0.0%	-	0.0%
<b>Return on Capital Employed</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>
Return on Total Assets Employed	0.0%	-	0.0%	-	0.0%
<b>Return on Net Assets Employed</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>
Sales/Net Working Capital	0.00	-	0.00	-	0.00
<b>Operating Efficiency</b>					
Stock Turnover Ratio	0.0%	-	0.0%	-	0.0%
<b>Debtor Days</b>	<b>0.00</b>	<b>-</b>	<b>0.00</b>	<b>-</b>	<b>0.00</b>
<b>Creditor Days</b>	<b>0.00</b>	<b>-</b>	<b>0.00</b>	<b>-</b>	<b>0.00</b>
<b>Short Term Stability</b>					
Current Ratio	0.03	-	0.05	-	0.11
<b>Liquidity Ratio/Acid Ratio</b>	<b>0.03</b>	<b>-</b>	<b>0.05</b>	<b>-</b>	<b>0.10</b>
Current Debt Ratio	-1.0 %	-	-1.1 %	-	-1.1 %
<b>Long Term Stability</b>					
Gearing	0.0 %	-	0.0 %	-	0.0 %
<b>Equity in Percentage</b>	<b>-2764.9 %</b>	<b>-</b>	<b>-1764.9 %</b>	<b>-</b>	<b>-813.5 %</b>
Total Debt Ratio	-1.0 %	-	-1.1 %	-	-1.1 %

**Rating & Limit**

Credit Information	
Today's 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

Microsoft 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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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.

Connected to Microsoft Exchange



Handwritten signature in blue ink, appearing to read "G. B. ...".

Anthony Bishop

Handwritten signature in blue ink, appearing to read "R. B. Singh".

John

John

Handwritten signature in blue ink.

o bilaga 120

Handwritten signature in blue ink.

*Anna Green*

*Ann Green*

Anna Green

Anna Green

*[Handwritten signature]*

*[Handwritten signature]*

o bilaga 12 0

A handwritten signature in black ink, consisting of several stylized, overlapping loops and lines.

*[Handwritten signature in blue ink]*

A handwritten signature in blue ink, consisting of several stylized, overlapping loops and a horizontal line at the bottom. The signature is positioned in the upper left quadrant of the page.

Handwritten signature in blue ink.

OMNIARCH

o bilaga 12 0





# HAYDEN CONSULTING GROUP LLC

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Valuation and Consulting Services

o bilaga 12 0



o bilaga 12 0



o bilaga 12 0



*Handwritten signature*

*[Handwritten signature]*

Subilaga 42 C-

A large, stylized handwritten signature in black ink, written over the printed text. The signature is highly cursive and appears to read 'Subilaga'.

Handwritten signature: 李强

26 bilaga 12 C-

A handwritten signature in black ink, appearing to be 'M. S. R. A.', written in a cursive style. The signature is positioned at the top of the page.

Fup b  
2017  
12-C-2

**Confidential Settlement Communication**  
**Principal Terms for**  
**Confidential Purchase and Sale Agreement**  
**and**  
**Confidential Joint Settlement and Release Agreement**  
**as 6/24/2015**

---

**Background:**

Since 2009, Craig Chang thru his corporate entities (collectively "Chang" or "Seller") and entered into various business ventures, investments, partnership and loans with Jay Modi, Arti Modi and various Omniarch companies (collectively "Omniarch" or "Buyer"). This Term Sheet outlines principal terms for Chang and Omniarch to enter into a Confidential Purchase and Sale Agreement and Confidential Joint Settlement and Release Agreement.

**Assets to be tendered by Chang**

- All interest in ABSIG LLC.
- All interest in Main Street Films and its related entities (MSF)
- All interest Film/Media projects
- All interest in 982 Media LLC
- All loans to 982 Media Corporation
- All miscellaneous interests/loans advanced by Chang on Sylvan Lake and Privest, etc.

**Asset Values**

- ABSIG and its interest in LP and dues and reimbursements. Approximately \$7,500,000
- Main Street Films and film Interest (non 982 Film Fund related) approximately \$16,500,000
- Loans in gross amount in excess of 1,600,000 plus unpaid interest.
- Goodwill – priceless
- Total Value of in excess of \$25,600,000

**Transitional Support and 2014 and 2015 tax issue**

Chang to provide full time transition support for 30 days and work with designated person to complete 2014 and 2015 tax returns for all related entities.

**Outstanding litigation and business affairs**

Chang to support on-going litigation with Brad Holmes and related matter, Chang shall be responsible for his personal legal expenses. Chang will assist in transition of all business affairs for MSF and it's related projects.

**Settlement and Release**

Both parties shall mutually release each other from any claims from each other.

**Confidentiality and non-disparaging.**

All parties shall keep information confidential.

**Liability to be assumed by Chang**

- Remaining Payment on Jackie and Ryan (FKA: Your Right Minds) up to \$600,000
- Outstanding Legal invoices to Jones Day as of July 1, 2015 up to \$400,000
- MSF outstanding Accounts Payable as of July 1, 2015 up to \$500,000
- ABSIG outstanding Accounts Payable as of July 1, 2015 up to \$250,000

**Purchase/Settlement Consideration**

Chang is willing to sell, settle and release Omniarch for a total Consideration: USD\$9,500,000

Allocation for tax purpose:

ABSIG:	5,000,000
MSF:	3,000,000
Liabilities:	1,500,000

Initial Payment: \$5,000,000 remaining payment on 45 monthly payment schedule 6 months from closing date.

**Closing Date**

Both parties agreed to close by July 10, 2015. 10 days extension may be granted by mutual approval.

**Attorney/Attorney’s fee**

Each party shall retain it’s own attorney and be responsible for its fees.

**Above terms agreed by both parties and subject to complete documentation of detail agreement to be follow.**

Agreed by Buyer and Seller:

<p>_____</p> <p>Craig Chang</p> <p>_____</p> <p>Date</p>	<p>_____</p> <p>Jay Modi</p> <p>_____</p> <p>Date</p> <p>_____</p> <p>Jay Modi for Omniarch</p> <p>_____</p> <p>Date</p> <p>_____</p> <p>Arti Modi</p> <p>_____</p> <p>Date</p> <p>_____</p> <p>Arti Modi for 982 Media Corp</p> <p>_____</p> <p>Date</p>
--	---

September 27, 2013

Mr. Jay Modi  
Omniarch Capital Corporation  
Omniarch Fixed Income Limited Partnership  
Suite 1680, 700 4th Ave SW  
Calgary, AB T2P 3J4

Re: American RMBS Equity Fund IV LP

Dear Mr. Modi,

As we discussed earlier today, Mr. Mark Bishop has resigned from the management of ABSIG LLC effective as 5pm, September 27, 2013.

Attached hereto please find Limited Partnership special resolution approving replacement of "Principal Key Person" of the General Partnership. We believe there will be no impact on the on-going management and performance of the Limited Partnership.

Should you have any questions, please feel free to contact me.

Sincerely,

Craig Chang  
Manager  
ABSIG, LLC., General Partner for American RMBS Equity Fund IV LP.

September 27, 2013

Mr. Jay Modi  
Omniarch Capital Corporation  
Omniarch Fixed Income Limited Partnership  
Suite 1680, 700 4th Ave SW  
Calgary, AB T2P 3J4

Re: American RMBS Equity Fund IV LP

Dear Mr. Modi,

As the manager of the General Partner of America RMBS Equity Fund IV Limited Partnership (RMBS LP), I am hereby notifying you that Mr. Mark Bishop has resigned from the management of the General Partner, ABSIG LLC effective 5:00pm PST, September 27, 2013.

ABSIG LLC has retained Ms. Lisa Duehring as President of ABSIG LLC Since September 2012 and will assume responsibility that Mr. Bishop was in. We believe the transition will be smooth and have no impact to management and performance of the RMBS LP.

Should you have any questions, please feel free to contact me.

Sincerely,

Craig Chang  
Manager  
ABSIG, LLC., General Partner for American RMBS Equity Fund IV LP.

---

**CC as owner and manager of ABSIG...**

---

**Mark Bishop** <mailto:bishop@gmail.com>

Tue, Nov 22, 2016 at 11:44 AM

To: Jay Modi &lt;jay.modi@omniarch.com&gt;

Jay -

Additionally today you asked me to present to you some documents showing that Craig Chang was the owner and manager/director of ABSIG. He was always CEO and an owner, and became sole manager and owner after 27 Sep 2013:

1. Bishop's resignation letter dated 27 Sep 2013;
2. Email cover to Modi from Chang regarding Bishop's resignation;
3. Notification letter regarding Bishop's resignation dated 27 Sep 2013;
4. Email cover to Modi from Chang regarding meeting resolution, and replacement of key person;
5. Fund IV meeting resolution;
6. Omniarch LP notification about replacement of key person;
7. LP resolution fully executed;
8. Statement of information filed with the Secretary of State (01 Dec 2014) showing Craig Chang as sole Chief Executive Officer of ABSIG.

Since 27 September 2013, I have had no independent control of the affairs of ABSIG and/or Fund IV, other than what has been granted or directed by Craig Chang, Lisa Dehuring, and the LP.

As always, if I can be useful to the process going forward, please contact me.

Regards,

Mark

=====  
**Mark Bishop**

+1 949 678 9574

+46 709 933 538

---

**8 attachments** **resignation.pdf**  
427K **email 28 Sep 2013.pdf**  
48K **OMNI Resignation notification 9-27-13.pdf**  
408K

 **email 28 Sep 2013 - 2.pdf**  
49K

 **Fund IV Meeting Resolutions 9-27-13 Final.docx**  
18K

 **OMNI LP resolution notification 9-27-13.pdf**  
372K

 **LP Resolution 10-17-2013 Executed.pdf**  
42K

 **Statement of Information - 01 Dec 2014.pdf**  
77K

**American RMBS Equity Fund IV LP**

Limited Partnership Special Resolutions

Date: September 27, 2013

---

Meeting Attended Telephonically by:

- Jay Modi and Arti Modi , Representing Omniarch Fixed Income Fund LP and Omniarch Capital Corporation as sole Limited Partner.
- Craig Chang, Co-Manager of ABSIG LLC as General Partner
- Mark Bishop, Co-Manager of ABSIG LLC as General Partner
- Lisa Duehring, President of ABSIG LLC as General Partner

Meeting Topics:

- Mark Bishop resignation from ABSIG LLC management
- Replacement of Limited Partnership “Principal” key person of General Partner.

Following Resolution was approved:

1. The Limited Partnership approved the replacement of “Principal” key person of General Partner from Mark Aarvig, Mark Bishop and Craig Chang to Lisa Duehring and Craig Chang.

**1 Resolution adopted and approved by:**

\_\_\_\_\_ DATE \_\_\_\_\_  
Jay Modi for Omniarch Fixed Income Fund LP  
**Sole Limited Partner for American RMBS Equity Fund IV LP**

\_\_\_\_\_ Date \_\_\_\_\_  
Mark Bishop, Co-Manager for ABSIG LLC  
**General Partner for American RMBS Equity Fund IV LP**

\_\_\_\_\_ Date \_\_\_\_\_  
Craig Chang, Co-Manager for ABSIG LLC  
**General Partner for American RMBS Equity Fund IV LP**

\_\_\_\_\_ Date \_\_\_\_\_  
Lisa Duehring, President of ABSIG LLC  
**General Partner for American RMBS Equity Fund IV LP**

**American RMBS Equity Fund IV LP**

Limited Partnership Special Resolutions

Date: October 5, 2013

---

Meeting Attended Telephonically and Emails by:

- Jay Modi, Representing Omniarch Fixed Income Fund LP and Omniarch Capital Corporation as sole Limited Partner.
- Craig Chang, Manager of ABSIG LLC as General Partner
- Lisa Duehring, President of ABSIG LLC as General Partner

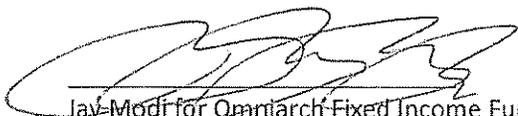
Meeting Topics:

Discussion of use of borrowing in order to facilitate additional investments into Permitted Investment per current Limited Partnership Agreement and to create additional liquidity to support Limited Partner's capital call and execute any necessary exit strategies.

The Following Resolution was approved:

1. The Limited Partnership approved use of borrowing against its asset (American RMBS Equity Fund IV). The Limited Partner further clarifies that no borrowing can occurred prior to October 17, 2013.
2. The Limited Partnership approved the maximum borrowing to be 30% of its invested capital value. The Limited Partner further clarifies that such amount borrowed can only be used for the purpose to facilitate additional investments into Permitted Investment per current Limited Partnership Agreement, and to create additional liquidity to support Limited Partner's capital call and execute any necessary exit strategies with Limited Partnership.

2 Resolutions adopted and approved by:

 DATE 7/10/13  
Jay Modi for Omniarch Fixed Income Fund LP  
Sole Limited Partner for American RMBS Equity Fund IV LP

 Date 10/17/13  
Lisa Duehring, President of ABSIG LLC  
General Partner for American RMBS Equity Fund  
IV LP

 Date 10/17/13  
Craig Chang, Manager for ABSIG LLC  
General Partner for American RMBS Equity Fund  
IV LP

September 27, 2013

Mr. Jay Modi  
Omniarch Capital Corporation  
Omniarch Fixed Income Limited Partnership  
Suite 1680, 700 4th Ave SW  
Calgary, AB T2P 3J4

Re: American RMBS Equity Fund IV LP

Dear Mr. Modi,

As the manager of the General Partner of America RMBS Equity Fund IV Limited Partnership (RMBS LP), I am hereby notifying you that Mr. Mark Bishop has resigned from the management of the General Partner, ABSIG LLC effective as of 5:00pm PST, September 27, 2013.

ABSIG LLC has retained Ms. Lisa Duehring as President of ABSIG LLC Since September 2012 and she will assume the responsibilities of Mr. Bishop. We believe the transition will be smooth and have no impact to the management or the performance of the RMBS LP.

Should you have any questions, please feel free to contact me.

Sincerely,



Craig Chang  
Manager

ABSIG, LLC., General Partner for American RMBS Equity Fund IV LP.

[Lisa Duehring <lduehring@absig.com>]

Tue, 11/19/2013 12:04 AM

---

**From:** [Lisa Duehring <lduehring@absig.com>]

**To:** [Mark Bishop <mbishop@absig.com>]

**Cc:** [Craig Chang <cchang@absig.com>]

**Subject:** RE: Structure and Ownership

Mark – if you are an owner and managing director of Optimus, and on the Investment Committee of Apple Hill, we will have to disclose that. Anything that ownership or management or key business decision makers do that is in the same line of business, but at a different entity, has to be disclosed.

---

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

**Sent:** Monday, November 18, 2013 2:46 PM

**To:** Lisa Duehring

**Cc:** Craig Chang

**Subject:** Re: Structure and Ownership

No common ownership. Apple Hill will invest in Optimus' funds (fund of funds) but no different than other individual or fund investments.

=====

Mark Bishop

+1 949 678 9574

On 18 nov 2013, at 23:42, "Lisa Duehring" <lduehring@absig.com> wrote:

As long as we aren't using them for anything, and their isn't common ownership or employees, we can leave it out. Otherwise, they have to be disclosed and explained.

---

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

**Sent:** Monday, November 18, 2013 2:38 PM

**To:** Lisa Duehring

**Cc:** Craig Chang

**Subject:** Re: Structure and Ownership

Lets leave Optimus out of all discussions. It is a "third party" entity, so I don't believe it needs to be in any disclosures.

Thanks

M

=====

Mark Bishop

+1 949 678 9574

On 18 nov 2013, at 23:34, "Lisa Duehring" <lduehring@absig.com> wrote:

Hi guys,

I need to get back to Michael with the results of our "weekend discussion" per our call on Friday. Below is my understanding of what we have and what we

want to do, but perhaps after Friday's call, you may want to revise this. Please review tonight and let's discuss tomorrow, or just send your changes/additions and we'll move ahead.

ABSIG, LLC (CA) – owned 50/50 by ABS Investment Group LLC (Crown Apex Limited/ I. Ming Lee) and American Data Network (Craig Chang)  
Managing Director – Craig Chang (no other Directors)  
President – Lisa Duehring  
Investment Committee – Mark Bishop, Craig Chang, Lisa Duehring

Apple Hill Investment Advisers, LLC (DE) – owned by an entity which is owned 100% by Craig Chang (do we want to make any changes to this now or later?)  
Board of Directors – Craig Chang, Lisa Duehring (and we need others per the SEC requirements – who?)  
Managing Director – Craig Chang  
President – Lisa Duehring  
Investment Committee – Mark Bishop, Craig Chang, Lisa Duehring

Optimus Fonder AB – owned 100% by Mark Bishop  
Managing Director – Mark Bishop  
Investment Manager – Olf

Note: Steve Bishop and Daniel Ungheanu here in Irvine have been working on our US Corp Bond platform: investment criteria, selection process, presentation format, etc. so perhaps we won't need to utilize Optimus as a sub-adviser, unless there are other business reasons we want to do this that I'm unaware of at this time.

As Michael mentioned, the SEC will most likely state that ABSIG should have been registered. However, if we implement all of the same processes and reporting for ABSIG as we do for Apple Hill, we shouldn't have any issues if/when that happens. Also, since we are winding down ABSIG and not launching any new funds to be advised by ABSIG, we probably won't be required to do anything extra. But remember, no promises of the future when it comes to the SEC...

Regarding moving Fund IV over to Apple Hill, I thought about this over the weekend and I don't think it would be a good idea. I think we should not bring anything legacy to the new entity.

Looking forward to your thoughts!!!

Lisa

**Lisa Duehring | President**  
**ABS Investment Group**  
1176 Main Street, Suite C  
Irvine, CA 92614  
949-795-0099 c  
877-560-6637 o

**Meeting of the Shareholders and Board of Directors of ABSIG LLC**

*The shareholders and directors of ABSIG LLC (EIN 26-2582511) met today on September 27, 2013 in Irvine, California and made the decisions below:*

Mark Bishop has been assailed with negative press and complaints in the American press. The Board members have decided that any of these negative, public and/or private issues can disrupt ABSIG's current business and any contemplated future business transactions;

In order to limit any attempt to disrupt ABSIG's business, the shareholders have agreed that in addition to Mark Bishop's resignation from the management of ABSIG (as described in the letter to Jay Modi, Omniarch Capital Corporation, dated September 27, 2013), that he also resign from the board of directors of ABSIG;

Mark Bishop may sell his shares and any and all interests in ABSIG to Craig Chang, Crown Apex Ltd, American Data Network, or any other financial investor, at market value price.

Therefore, it was decided and agreed that:

Mark Bishop will, effective today, resign from the Board of Directors of ABSIG, and from the management of ABSIG.

*Agreed and Accepted:*

  
\_\_\_\_\_  
Craig Chang, Manager

  
\_\_\_\_\_  
Mark Bishop, Manager



**State of California**  
**Secretary of State**

L

**STATEMENT OF INFORMATION**  
(Limited Liability Company)

16  
IV

Filing Fee \$20.00. If this is an amendment, see instructions.

**IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**FILED**  
**Secretary of State**  
**State of California**

**DEC 01 2014**

1. LIMITED LIABILITY COMPANY NAME

A.B.S.I.G. LLC

This Space For Filing Use Only

**File Number and State or Place of Organization**

2. SECRETARY OF STATE FILE NUMBER

200807410160

3. STATE OR PLACE OF ORGANIZATION (If formed outside of California)

California

**No Change Statement**

4. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no Statement of Information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 15.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)

5. STREET ADDRESS OF PRINCIPAL OFFICE

CITY

STATE

ZIP CODE

1176 Main Street, Ste C

Irvine

CA

92614

6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5

CITY

STATE

ZIP CODE

7. STREET ADDRESS OF CALIFORNIA OFFICE

CITY

STATE

ZIP CODE

1176 Main Street, Ste C

Irvine

CA

92614

**Name and Complete Address of the Chief Executive Officer, If Any**

8. NAME

ADDRESS

CITY

STATE

ZIP CODE

Craig Chang

1176 Main Street, Ste C

Irvine

CA

92614

**Name and Complete Address of Any Manager or Managers, or if None Have Been Appointed or Elected, Provide the Name and Address of Each Member** (Attach additional pages, if necessary.)

9. NAME

ADDRESS

CITY

STATE

ZIP CODE

Craig Chang

1176 Main Street

Irvine

CA

92614

10. NAME

ADDRESS

CITY

STATE

ZIP CODE

11. NAME

ADDRESS

CITY

STATE

ZIP CODE

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.

12. NAME OF AGENT FOR SERVICE OF PROCESS

Business Filings Incorporated (C2113485)

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL

CITY

STATE

ZIP CODE

CA

**Type of Business**

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY

Fund Management

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

10/23/2014

Karen Shaley

Controller

DATE

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

TITLE

SIGNATURE

## **TRANSFER AGREEMENT**

This Transfer Agreement is made on 27 September 2013 between

1. **The Parties**

1.1 American Data Network, 1176 Main Street, Suite 300, Irvine, CA 92614, (“ADN”), and;

1.2 Mark Bishop, 707 Broadway 18<sup>th</sup> floor, San Diego CA, 92101;

1.3 hereinafter referred to together as the “Parties”.

2. **Background**

2.1 Mark Bishop has on 27 September 2013 (a) resigned from the Board of Directors and management of ABSIG (“Resignation”) and (b) sold all of his remaining and outstanding shares in ABSIG LLC, EIN 26-2582511 (“ABSIG”) to ADN, (the “Shares”).

2.2 The details of the Resignation were noted in minutes from a meeting between ABSIG’s shareholders dated 27 September 2013, the American RMBS Equity Fund IV LP, Limited Partnership Special Resolution meeting (“Shareholder Minutes”).

2.3 The purchase price to be paid consists of a fixed purchase price of \$1 to be paid on demand.

3. **Sale and Guarantee**

3.1 Mark Bishop hereby sells and transfers any and all of his direct and/or indirect economic and other rights in ABSIG, and ADN hereby purchases all of Mark Bishop's rights for a fixed price to be paid in full within three business days of the date hereof (the “Purchase Price”).

3.2 The Parties hereby unconditionally guarantee that (i) they have not and will not disclose to any third party any confidential information about this Agreement, (ii) other than pursuant to this Agreement, Mark Bishop has not sold or otherwise transferred or encumbered his rights under the Shares, (iii) Mark Bishop is the sole owner and beneficiary of all rights under his Shares and (iv) no other party has any rights or interest in any rights in relation to the subject Shares.

3.3 Mark Bishop hereby confirms that his resignation from the Board of Directors of ABSIG and Share sales were effective as of the date of the Shareholder Minutes, namely September 27, 2013

3.4 It is specifically agreed that ADN shall have the right to set off any judgements that Craig Chang, ADN, Crown Apex Ltd or any of ABSIG's

directors or its other direct and indirect shareholders may have towards Mark Bishop against the Purchase Price.

4. **Miscellaneous**

4.1 Entire Agreement: This Agreement contains the entire agreement between the Parties in relation to the subject matters dealt with in this Agreement and supercedes and replaces any prior agreements or documents relating thereto.

4.2 Notices: All notices under this Agreement shall be in English and in writing to the respective addresses set forth on the first page hereof.

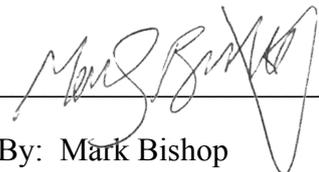
5. **Governing law and disputes**

5.1 This Transfer Agreement shall be governed by and construed in accordance with California law.

5.2 The Parties undertake and agree that this Agreement will be kept strictly confidential.

---

The Parties hereto have executed this Agreement on the day and year first written above.

 By: Mark Bishop	American Data Network  By: Craig Chang

# Cash Management

## Print Single Wire Transfer

**Ref #:** 657826

**Created by:** ABS Investment Group LLC - 06/24/2013 12:54 pm PDT

**Approved by:** ABS Investment Group LLC - 06/25/2013 10:15 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:** \$ 5,750,000.00

**Submit date:** 06/25/2013

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Fylgia Advodatfirman AB

**Beneficiary's Address 1:** Nybrogatan 11, 5tr

**Beneficiary's Address 2:**

**Beneficiary's City:** Stockholm

**Beneficiary's Region/State:**

**Beneficiary's Country:** SWEDEN

**ZIP/Postal Code:** SE-102 04

**Beneficiary's Account:** IBAN SE5150000000052011182360

**Special Instructions for the Beneficiary:** Further credit: Client account of "ABS Investment Group".

**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:** Kungsträdgårdsgatan 8

**Institution City:** Stockholm

**Institution Region/State:**

**Institution Country:** SWEDEN

**ZIP/Postal Code:** 111 47

# Cash Management

## Print Single Wire Transfer

**Ref #:** 662537

**Created by:** ABS Investment Group LLC - 06/30/2013 11:15 am PDT

**Approved by:** ABS Investment Group LLC - 06/30/2013 11:15 am PDT

### SENDER

**Name:** ABS Investment Group LLC

**Tax ID #:** 262119490

**Address:** 707 BROADWAY 18TH FLOOR

**Account to Debit:** Checking:\*0070

**Amount:** \$ 336,785.00

**City:** San Diego

**Submit date:** 07/01/2013

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 6192360444

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Assume Holding AB

**Code Type:**

**Beneficiary's Address 1:** Vädursgatan 5

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Gothenburg

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** SWEDEN

**Institution**

**Region/State:**

**ZIP/Postal Code:** SE-412 50

**Institution Country:**

**Beneficiary's Account:** IBAN SE6580000810599343508009

**Special Instructions for the Beneficiary:** CLOSING BALANCE

### 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 #:** 662538

**Created by:** ABS Investment Group LLC - 06/30/2013 11:25 am PDT

**Approved by:** ABS Investment Group LLC - 06/30/2013 11:25 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:** \$ 336,785.00

**Submit date:** 07/01/2013

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**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:** CLOSING PAYMENT

**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

# Cash Management

## View Single Wire Transfer - International

**Ref #:** 666661

**Created by:** ABS Investment Group LLC - 07/05/2013 12:17 pm PDT

**Approved by:** ABS Investment Group LLC - 07/05/2013 12:27 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:** \$ 87,500.00

**Submit date:** 07/05/2013

### BENEFICIARY

#### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Dynamiq Creation AB

**Code Type:**

**Beneficiary's Address 1:** Kupeskärsgratan 63

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Västra Frölunda

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** SWEDEN

**Institution**

**Region/State:**

**ZIP/Postal Code:** SE-421 60

**Institution Country:**

**Beneficiary's Account:** IBAN SE545000000050441191134

**Special Instructions for the Beneficiary:** Remainder of "Equity" payment to Dynamiq Creation AB.

### 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

# Cash Management

## View Single Wire Transfer - International

**Ref #:** 666665

**Created by:** ABS Investment Group LLC - 07/05/2013 12:21 pm PDT

**Approved by:** ABS Investment Group LLC - 07/05/2013 12:27 pm PDT

### SENDER

**Name:** ABS Investment Group LLC

**Tax ID #:** 262119490

**Address:** 707 BROADWAY 18TH FLOOR

**Account to Debit:** Checking:\*0070

**Amount:** \$ 87,500.00

**City:** San Diego

**Submit date:** 07/05/2013

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 6192360444

### BENEFICIARY

#### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Assume Holding AB

**Code Type:**

**Beneficiary's Address 1:** Vädursgatan 5

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Gothenburg

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** SWEDEN

**Institution**

**Region/State:**

**ZIP/Postal Code:** SE-412 50

**Institution Country:**

**Beneficiary's Account:** IBAN SE6580000810599343508009

**Special Instructions for the Beneficiary:** Remainder of "Equity" payment to Assume Holding AB.

### 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 #:** 682376

**Created by:** ABS Investment Group LLC - 07/30/2013 01:10 pm PDT

**Approved by:** ABS Investment Group LLC - 07/30/2013 01:10 pm PDT

### SENDER

**Name:** ABS Investment Group LLC

**Tax ID #:** 262119490

**Address:** 707 BROADWAY 18TH FLOOR

**Account to Debit:** Checking:\*0070

**Amount:** \$ 187,000.00

**City:** San Diego

**Submit date:** 07/30/2013

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 6192360444

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Assume Holding AB

**Code Type:**

**Beneficiary's Address 1:** Vädursgatan 5

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Gothenburg

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** SWEDEN

**Institution  
Region/State:**

**ZIP/Postal Code:** SE-412 50

**Institution Country:**

**Beneficiary's Account:** IBAN SE6580000810599343508009

**Special Instructions for the  
Beneficiary:** Additional payment on remaining accounts of  
139.596.349

### 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 #:** 682383

**Created by:** ABS Investment Group LLC - 07/30/2013 01:17 pm PDT

**Approved by:** ABS Investment Group LLC - 07/30/2013 01:17 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:** \$ 187,000.00

**Submit date:** 07/30/2013

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Dynamiq Creation AB

**Beneficiary's Address 1:** Kupeskärgatan 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 SE545000000050441191134

**Special Instructions for the Beneficiary:** Additional payment on remaining accounts of 139.596.349

**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

# 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

**Account to Debit:** ABSIG 1217728:\*7728

**Amount:** \$ 98,508.00

**City:** SAN DIEGO

**Submit date:** 08/20/2013

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 9492516959

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Assume Holding AB

**Code Type:**

**Beneficiary's Address 1:** Vädursgatan 5

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Gothenburg

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** SWEDEN

**Institution**

**Region/State:**

**ZIP/Postal Code:** SE-412 50

**Institution Country:**

**Beneficiary's Account:** IBAN SE6580000810599343508009

**Special Instructions for the Beneficiary:** Additional payment on remaining accounts of SEK 73.177.501

### 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

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Dynamiq Creation AB

**Beneficiary's Address 1:** Kupeskärgatan 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 SE545000000050441191134

**Special Instructions for the Beneficiary:** Additional payment on remaining accounts of SEK 73.177.501

**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

# Cash Management

## Print Single Wire Transfer

**Ref #:** 705755

**Created by:** ABS Investment Group LLC - 09/05/2013 03:46 am PDT

**Approved by:** ABS Investment Group LLC - 09/05/2013 03:46 am PDT

### SENDER

**Name:** ABS Investment Group LLC

**Tax ID #:** 262119490

**Address:** 707 BROADWAY 18TH FLOOR

**Account to Debit:** Checking:\*0070

**Amount:** \$ \$90,324.00

**City:** San Diego

**Submit date:** 09/05/2013

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 6192360444

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Dynamiq Creation AB

**Code Type:**

**Beneficiary's Address 1:** Kupeskärsgatan 63

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Västra Frölunda

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** SWEDEN

**Institution**

**Region/State:**

**ZIP/Postal Code:** SE-421 60

**Institution Country:**

**Beneficiary's Account:** IBAN SE5450000000050441191134

**Special Instructions for the Beneficiary:** July 2013 monthly payment.

### 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

# Cash Management

## Print Single Wire Transfer

**Ref #:** 705756

**Created by:** ABS Investment Group LLC - 09/05/2013 03:52 am PDT

**Approved by:** ABS Investment Group LLC - 09/05/2013 03:52 am PDT

### SENDER

**Name:** ABS Investment Group LLC

**Tax ID #:** 262119490

**Address:** 707 BROADWAY 18TH FLOOR

**Account to Debit:** Checking:\*0070

**Amount:** \$ \$90,324.00

**City:** San Diego

**Submit date:** 09/05/2013

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 6192360444

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Assume Holding AB

**Code Type:**

**Beneficiary's Address 1:** Vädursgatan 5

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Gothenburg

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** SWEDEN

**Institution**

**Region/State:**

**ZIP/Postal Code:** SE-412 50

**Institution Country:**

**Beneficiary's Account:** IBAN SE6580000810599343508009

**Special Instructions for the Beneficiary:** July 2013 monthly payment.

### 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 #:** 711594

**Created by:** A.B.S.I.G. LLC - 09/16/2013 04:52 am PDT

**Approved by:** A.B.S.I.G. LLC - 09/16/2013 04:52 am PDT

### SENDER

**Name:** A.B.S.I.G. LLC

**Tax ID #:** 262582511

**Address:** 707 BROADWAY 18TH FLOOR

**Account to Debit:** ABSIG 1217728:\*7728

**Amount:** \$ 88,600.00

**City:** SAN DIEGO

**Submit date:** 09/16/2013

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 9492516959

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Assume Holding AB

**Code Type:**

**Beneficiary's Address 1:** Vädursgatan 5

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Gothenburg

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** SWEDEN

**Institution**

**Region/State:**

**ZIP/Postal Code:** SE-412 50

**Institution Country:**

**Beneficiary's Account:** IBAN SE6580000810599343508009

**Special Instructions for the Beneficiary:** August 2013, monthly payment.

### 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 #:** 711595

**Created by:** A.B.S.I.G. LLC - 09/16/2013 04:57 am PDT

**Approved by:** A.B.S.I.G. LLC - 09/16/2013 04:57 am PDT

### SENDER

**Name:** A.B.S.I.G. LLC

**Tax ID #:** 262582511

**Address:** 707 BROADWAY 18TH FLOOR

**Account to Debit:** ABSIG 1217728:\*7728

**Amount:** \$ \$88,600.00

**City:** SAN DIEGO

**Submit date:** 09/16/2013

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 9492516959

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Dynamiq Creation AB

**Code Type:**

**Beneficiary's Address 1:** Kupeskärgatan 63

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Västra Frölunda

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** SWEDEN

**Institution**

**Region/State:**

**ZIP/Postal Code:** SE-421 60

**Institution Country:**

**Beneficiary's Account:** IBAN SE5450000000050441191134

**Special Instructions for the Beneficiary:** August 2013, monthly payment.

### 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

# Cash Management

## Print Single Wire Transfer

**Ref #:** 718011

**Created by:** ABS Investment Group LLC - 09/25/2013 10:54 am PDT

**Approved by:** ABS Investment Group LLC - 09/25/2013 10:54 am PDT

### SENDER

**Name:** ABS Investment Group LLC

**Tax ID #:** 262119490

**Address:** 707 BROADWAY 18TH FLOOR

**Account to Debit:** Checking:\*0070

**Amount:** \$ \$5,978.00

**City:** San Diego

**Submit date:** 09/25/2013

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 6192360444

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Assume Holding AB

**Code Type:**

**Beneficiary's Address 1:** Vädursgatan 5

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Gothenburg

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** SWEDEN

**Institution  
Region/State:**

**ZIP/Postal Code:** SE 412 50

**Institution Country:**

**Beneficiary's Account:** IBAN SE6580000810599343508009

**Special Instructions for the  
Beneficiary:** Payment shortfall for July and August.

### 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 #:** 718018

**Created by:** ABS Investment Group LLC - 09/25/2013 11:02 am PDT

**Approved by:** ABS Investment Group LLC - 09/25/2013 11:02 am PDT

### SENDER

**Name:** ABS Investment Group LLC

**Tax ID #:** 262119490

**Address:** 707 BROADWAY 18TH FLOOR

**Account to Debit:** Checking:\*0070

**Amount:** \$ \$5,978.00

**City:** San Diego

**Submit date:** 09/25/2013

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 6192360444

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Dynamiq Creation AB

**Code Type:**

**Beneficiary's Address 1:** Kupeskärsgatan 63

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Västra Frölunda

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** SWEDEN

**Institution**

**Region/State:**

**ZIP/Postal Code:** SE 421 60

**Institution Country:**

**Beneficiary's Account:** IBAN SE545000000050441191134

**Special Instructions for the Beneficiary:** Payment shortfall for July and August.

### 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

# Cash Management

## Print Single Wire Transfer

**Ref #:** 727950

**Created by:** ABS Investment Group LLC - 10/10/2013 09:46 am PDT

**Approved by:** ABS Investment Group LLC - 10/10/2013 09:46 am PDT

### SENDER

**Name:** ABS Investment Group LLC

**Tax ID #:** 262119490

**Address:** 707 BROADWAY 18TH FLOOR

**Account to Debit:** Checking:\*0070

**Amount:** \$ 21,825.00

**Submit date:** 10/10/2013

**City:** San Diego

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 6192360444

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Assume Holding AB

**Code Type:**

**Beneficiary's Address 1:** Vädursgatan 5

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Gothenburg

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** SWEDEN

**Institution  
Region/State:**

**ZIP/Postal Code:** SE 412 50

**Institution Country:**

**Beneficiary's Account:** IBAN SE6580000810599343508009

**Special Instructions for the  
Beneficiary:** "Catch-up" payment for July and August 2013.

### 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 #:** 727959

**Created by:** ABS Investment Group LLC - 10/10/2013 09:52 am PDT

**Approved by:** ABS Investment Group LLC - 10/10/2013 09:52 am PDT

### SENDER

**Name:** ABS Investment Group LLC

**Tax ID #:** 262119490

**Address:** 707 BROADWAY 18TH FLOOR

**Account to Debit:** Checking:\*0070

**Amount:** \$ 21,825.00

**Submit date:** 10/10/2013

**City:** San Diego

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 6192360444

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Dynamiq Creation AB

**Code Type:**

**Beneficiary's Address 1:** Kupeskärgatan 63

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Västra Frölunda

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** SWEDEN

**Institution  
Region/State:**

**ZIP/Postal Code:** SE 421 60

**Institution Country:**

**Beneficiary's Account:** IBAN SE545000000050441191134

**Special Instructions for the  
Beneficiary:** "Catch-up" payment for July and August 2013.

### 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

# Cash Management

## Print Single Wire Transfer

**Ref #:** 727964

**Created by:** ABS Investment Group LLC - 10/10/2013 09:58 am PDT

**Approved by:** ABS Investment Group LLC - 10/10/2013 09:58 am PDT

### SENDER

**Name:** ABS Investment Group LLC

**Tax ID #:** 262119490

**Address:** 707 BROADWAY 18TH FLOOR

**Account to Debit:** Checking:\*0070

**Amount:** \$ \$104,300.00

**City:** San Diego

**Submit date:** 10/10/2013

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 6192360444

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Assume Holding AB

**Code Type:**

**Beneficiary's Address 1:** Vädursgatan 5

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Gothenburg

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** SWEDEN

**Institution**

**Region/State:**

**ZIP/Postal Code:** SE 412 50

**Institution Country:**

**Beneficiary's Account:** IBAN SE6580000810599343508009

**Special Instructions for the Beneficiary:** September payment.

### 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 #:** 727969

**Created by:** ABS Investment Group LLC - 10/10/2013 10:01 am PDT

**Approved by:** ABS Investment Group LLC - 10/10/2013 10:01 am PDT

### SENDER

**Name:** ABS Investment Group LLC

**Tax ID #:** 262119490

**Address:** 707 BROADWAY 18TH FLOOR

**Account to Debit:** Checking:\*0070

**Amount:** \$ \$104,300.00

**City:** San Diego

**Submit date:** 10/10/2013

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 6192360444

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Dynamiq Creation AB

**Code Type:**

**Beneficiary's Address 1:** Kupeskärgatan 63

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Västra Frölunda

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** SWEDEN

**Institution  
Region/State:**

**ZIP/Postal Code:** SE 421 60

**Institution Country:**

**Beneficiary's Account:** IBAN SE545000000050441191134

**Special Instructions for the  
Beneficiary:** September payment.

### 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

## Print Single Wire Transfer

**Ref #:** 745572

**Created by:** ABS Investment Group LLC - 11/08/2013 06:13 am PST

**Approved by:** ABS Investment Group LLC - 11/08/2013 06:14 am PST

### 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:** \$ \$102,600.00

**Submit date:** 11/08/2013

### BENEFICIARY

#### INTERMEDIARY INSTITUTION(*optional*)

If data is entered in a single field in this section all fields in this section become required.

**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 SE545000000050441191134

**Special Instructions for the Beneficiary:** October 2013 payment.

**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

## Print Single Wire Transfer

**Ref #:** 745579

**Created by:** ABS Investment Group LLC - 11/08/2013 06:19 am PST

**Approved by:** ABS Investment Group LLC - 11/08/2013 06:19 am PST

### 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:** \$ \$102,600.00

**Submit date:** 11/08/2013

### BENEFICIARY

#### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**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:** October 2013 payment.

**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

## Print Single Wire Transfer

**Ref #:** 767405

**Created by:** ABS Investment Group LLC - 12/15/2013 06:33 am PST

**Approved by:** ABS Investment Group LLC - 12/15/2013 06:35 am PST

### 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:** \$ \$103,050.00

**Submit date:** 12/16/2013

### BENEFICIARY

#### INTERMEDIARY INSTITUTION(*optional*)

If data is entered in a single field in this section all fields in this section become required.

**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:** November 2013 payment

**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

## Print Single Wire Transfer

**Ref #:** 767406

**Created by:** ABS Investment Group LLC - 12/15/2013 06:40 am PST

**Approved by:** ABS Investment Group LLC - 12/15/2013 06:41 am PST

### 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:** \$ \$103,050.00

**Submit date:** 12/16/2013

### BENEFICIARY

#### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**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 SE545000000050441191134

**Special Instructions for the Beneficiary:** November 2013 payment.

**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

## Print Single Wire Transfer

**Ref #:** 787594

**Created by:** A.B.S.I.G. LLC - 01/21/2014 02:36 am PST

**Approved by:** A.B.S.I.G. LLC - 01/21/2014 02:36 am PST

### 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:** \$ 65,440.00

**Submit date:** 01/21/2014

### BENEFICIARY

#### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**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:** December 2013, monthly payment.

**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

## Print Single Wire Transfer

**Ref #:** 787603

**Created by:** ABS Investment Group LLC - 01/21/2014 04:10 am PST

**Approved by:** ABS Investment Group LLC - 01/21/2014 04:11 am PST

### 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:** \$ 65,440.00

**Submit date:** 01/21/2014

### BENEFICIARY

#### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**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 SE545000000050441191134

**Special Instructions for the Beneficiary:** December 2013, monthly payment.

**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

## Print Single Wire Transfer

**Ref #:** 800535

**Created by:** ABS Investment Group LLC - 02/11/2014 12:15 pm PST

**Approved by:** ABS Investment Group LLC - 02/11/2014 12:16 pm PST

### 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:** \$ \$104,138.00

**Submit date:** 02/11/2014

### BENEFICIARY

#### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**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:** February 2014, monthly payment.

**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

## Print Single Wire Transfer

**Ref #:** 800544

**Created by:** ABS Investment Group LLC - 02/11/2014 12:21 pm PST

**Approved by:** ABS Investment Group LLC - 02/11/2014 12:21 pm PST

### 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:** \$ \$104,138.00

**Submit date:** 02/11/2014

### BENEFICIARY

#### INTERMEDIARY INSTITUTION(*optional*)

If data is entered in a single field in this section all fields in this section become required.

**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 SE545000000050441191134

**Special Instructions for the Beneficiary:** February 2014, monthly payment.

**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

## Print Single Wire Transfer

**Ref #:** 822712

**Created by:** ABS Investment Group LLC - 03/20/2014 04:50 am PDT

**Approved by:** ABS Investment Group LLC - 03/20/2014 04:50 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:** \$ 53,846.00

**Submit date:** 03/20/2014

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**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 SE545000000050441191134

**Special Instructions for the Beneficiary:** March 2004, monthly payment (partial).

**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

Print Single Wire Transfer

Ref #: 822715

Created by: ABS Investment Group LLC - 03/20/2014 05:12 am PDT

Approved by: ABS Investment Group LLC - 03/20/2014 10:51 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: \$ 53,846.00

Submit date: 03/20/2014

BENEFICIARY

INTERMEDIARY INSTITUTION(*optional*)

If data is entered in a single field in this section all fields in this section become required.

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: March 2014, monthly payment (partial).

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

## Print Single Wire Transfer

**Ref #:** 837577

**Created by:** ABS Investment Group LLC - 04/11/2014 05:32 am PDT

**Approved by:** ABS Investment Group LLC - 04/11/2014 05:33 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:** \$ 53,846.00

**Submit date:** 04/11/2014

### BENEFICIARY

### INTERMEDIARY INSTITUTION(*optional*)

If data is entered in a single field in this section all fields in this section become required.

**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:** April 2014, monthly payment (partial).

**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

## Print Single Wire Transfer

**Ref #:** 837581

**Created by:** ABS Investment Group LLC - 04/11/2014 05:39 am PDT

**Approved by:** ABS Investment Group LLC - 04/11/2014 05:39 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:** \$ 53,846.00

**Submit date:** 04/11/2014

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**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 SE545000000050441191134

**Special Instructions for the Beneficiary:** April 2014, monthly payment (partial).

**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

Print Single Wire Transfer

Ref #: 860032

Created by: ABS Investment Group LLC - 05/15/2014 04:04 am PDT

Approved by: ABS Investment Group LLC - 05/15/2014 04:04 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: \$ 53,846.00

Submit date: 05/15/2014

BENEFICIARY

INTERMEDIARY INSTITUTION(*optional*)

If data is entered in a single field in this section all fields in this section become required.

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: May 2014, monthly payment (partial).

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

## Print Single Wire Transfer

**Ref #:** 860034

**Created by:** ABS Investment Group LLC - 05/15/2014 04:09 am PDT

**Approved by:** ABS Investment Group LLC - 05/15/2014 04:09 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:** \$ 53,846.00

**Submit date:** 05/15/2014

### BENEFICIARY

#### INTERMEDIARY INSTITUTION(*optional*)

If data is entered in a single field in this section all fields in this section become required.

**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 SE545000000050441191134

**Special Instructions for the Beneficiary:** May 2014, monthly payment (partial).

**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

Print Single Wire Transfer

Ref #: 880574

Created by: A.B.S.I.G. LLC - 06/13/2014 12:14 am PDT

Approved by: A.B.S.I.G. LLC - 06/13/2014 12:14 am PDT

SENDER

Name: A.B.S.I.G. LLC

Tax ID #: 262582511

Address: 707 BROADWAY 18TH FLOOR

Account to Debit: ABSIG 1217728:\*7728

Amount: \$ 52,500.00

Submit date: 06/13/2014

City: SAN DIEGO

State: California

ZIP/Postal Code: 92101

Phone Number: 9492516959

BENEFICIARY

INTERMEDIARY INSTITUTION(*optional*)

If data is entered in a single field in this section all fields in this section become required.

Beneficiary's Full Name: Assume Holding AB

Code Type:

Beneficiary's Address 1: Vädursgatan 5

Local Clearing Code:

Beneficiary's Address 2:

Institution Name:

Beneficiary's City: Gothenburg

Institution Address:

Beneficiary's Region/State:

Institution City:

Beneficiary's Country: SWEDEN

Institution  
Region/State:

ZIP/Postal Code: SE 412 50

Institution Country:

Beneficiary's Account: IBAN SE6580000810599343508009

Special Instructions for the Beneficiary: June 2014, monthly payment (partial).

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

## Print Single Wire Transfer

**Ref #:** 880575

**Created by:** A.B.S.I.G. LLC - 06/13/2014 12:19 am PDT

**Approved by:** A.B.S.I.G. LLC - 06/13/2014 12:19 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:** \$ 52,500.00

**Submit date:** 06/13/2014

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**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 SE545000000050441191134

**Special Instructions for the Beneficiary:** June 2014, monthly payment (partial).

**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

## Print Single Wire Transfer

**Ref #:** 934638

**Created by:** A.B.S.I.G. LLC - 08/26/2014 06:04 am PDT

**Approved by:** A.B.S.I.G. LLC - 08/26/2014 06:05 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:** \$ \$145,000.00

**Submit date:** 08/26/2014

### BENEFICIARY

#### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**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 SE545000000050441191134

**Special Instructions for the Beneficiary:** First payment - Amendment dated 22 Aug 2014.

**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

Print Single Wire Transfer

Ref #: 934641

Created by: A.B.S.I.G. LLC - 08/26/2014 06:10 am PDT

Approved by: A.B.S.I.G. LLC - 08/26/2014 06:10 am PDT

SENDER

Name: A.B.S.I.G. LLC

Tax ID #: 262582511

Address: 707 BROADWAY 18TH FLOOR

Account to Debit: ABSIG 1217728:\*7728

Amount: \$ \$145,000.00

City: SAN DIEGO

Submit date: 08/26/2014

State: California

ZIP/Postal Code: 92101

Phone Number: 9492516959

BENEFICIARY

INTERMEDIARY INSTITUTION(*optional*)

If data is entered in a single field in this section all fields in this section become required.

Beneficiary's Full Name: Assume Holding AB

Code Type:

Beneficiary's Address 1: Vädursgatan 5

Local Clearing Code:

Beneficiary's Address 2:

Institution Name:

Beneficiary's City: Gothenburg

Institution Address:

Beneficiary's Region/State:

Institution City:

Beneficiary's Country: SWEDEN

Institution  
Region/State:

ZIP/Postal Code: SE 412 50

Institution Country:

Beneficiary's Account: IBAN SE6580000810599343508009

Special Instructions for the Beneficiary: First payment - Amendment dated 22 Aug 2014.

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

**Wire Transfer Detail**

**Reference Number 3606**

**Status** Approved

**Wire Information**

<b>Company</b>	TWELVE NINE LLC	<b>Created Date/Time</b>	09/14/2014 12:25PST
<b>Account</b>	211990-Twelve Nine	<b>Created By</b>	MBISHOP
<b>Amount</b>	USD281,000.00	<b>Denied Date/Time</b>	
<b>Value Date</b>	09/15/2014	<b>Denied By</b>	
<b>Company Address 1</b>	707 BROADWAY 18TH FLOOR	<b>Approved Date/Time</b>	09/14/2014 12:25PST
<b>Company Address 2</b>		<b>Approved By</b>	MBISHOP
<b>Company City</b>	SAN DIEGO	<b>Received Date/Time</b>	
<b>Company State</b>	CA	<b>Processed Date/Time</b>	
<b>Company Zip</b>	92101		
<b>Bank Reference</b>			
<b>Fed Reference</b>			
<b>FRB Error Category</b>			
<b>FRB Error Code</b>			
<b>FRB Error Description</b>			
<b>Message to Beneficiary</b>	PARTIAL PAYMENT, SECOND PAYMENT UNDER THE AMENDMENT, SECTION 3.2.1(B)...		

<b>Beneficiary</b>		<b>Beneficiary Bank</b>	
<b>Template Name</b>	Freeform		
<b>Name</b>	Dynamiq Creation AB	<b>Bank Name</b>	Skandinaviska Enskilda Banken AB
<b>Address 1</b>	Kupeskarsgatan 63	<b>Address 1</b>	Gothenburg
<b>Address 2</b>	Vastra Frolunda	<b>Address 2</b>	
<b>Address 3</b>	SE 42160 Sweden	<b>City</b>	Gothenburg
<b>Account Name</b>	Dynamiq Creation AB	<b>State</b>	
<b>Account Number</b>	SE5450000000050441191134	<b>Zip Code</b>	
<b>Contact Name</b>		<b>Country</b>	Sweden
<b>Phone Number</b>		<b>SWIFT</b>	ESSESESS
<b>Fax Number</b>			
<b>Email Address</b>			

<b>Receiving Bank</b>		<b>Intermediary Bank</b>	
<b>Bank Name</b>		<b>Bank Name</b>	
<b>Address 1</b>		<b>Address 1</b>	
<b>Address 2</b>		<b>Address 2</b>	
<b>City</b>		<b>City</b>	

State		State	
Zip Code		Zip Code	
Country		Country	
ABA		ABA	

San Diego Private Bank

**Wire Transfer Detail**

**Reference Number 3607**

**Status** Approved

<b>Wire Information</b>			
<b>Company</b>	TWELVE NINE LLC	<b>Created Date/Time</b>	09/14/2014 12:36PST
<b>Account</b>	211990-Twelve Nine	<b>Created By</b>	MBISHOP
<b>Amount</b>	USD281,000.00	<b>Denied Date/Time</b>	
<b>Value Date</b>	09/15/2014	<b>Denied By</b>	
<b>Company Address 1</b>	707 BROADWAY 18TH FLOOR	<b>Approved Date/Time</b>	09/14/2014 12:37PST
<b>Company Address 2</b>		<b>Approved By</b>	MBISHOP
<b>Company City</b>	SAN DIEGO	<b>Received Date/Time</b>	
<b>Company State</b>	CA	<b>Processed Date/Time</b>	
<b>Company Zip</b>	92101		
<b>Bank Reference</b>			
<b>Fed Reference</b>			
<b>FRB Error Category</b>			
<b>FRB Error Code</b>			
<b>FRB Error Description</b>			
<b>Message to Beneficiary</b>	PARTIAL PAYMENT, SECOND PAYMENT UNDER THE AMENDMENT, SECTION 3.2.1(B)...		

<b>Beneficiary</b>		<b>Beneficiary Bank</b>	
<b>Template Name</b>	Freeform		
<b>Name</b>	Assume Holding AB	<b>Bank Name</b>	Swedbank
<b>Address 1</b>	Vadursgatan 5	<b>Address 1</b>	Gothenburg
<b>Address 2</b>	Gothenburg	<b>Address 2</b>	
<b>Address 3</b>	SE 41250 Sweden	<b>City</b>	Gothenburg
<b>Account Name</b>	Assume Holding AB	<b>State</b>	
<b>Account Number</b>	SE6580000810599343508009	<b>Zip Code</b>	
<b>Contact Name</b>		<b>Country</b>	Sweden
<b>Phone Number</b>		<b>SWIFT</b>	SWEDSESS
<b>Fax Number</b>			
<b>Email Address</b>			

<b>Receiving Bank</b>		<b>Intermediary Bank</b>	
<b>Bank Name</b>		<b>Bank Name</b>	
<b>Address 1</b>		<b>Address 1</b>	
<b>Address 2</b>		<b>Address 2</b>	
<b>City</b>		<b>City</b>	
<b>State</b>		<b>State</b>	

Zip Code		Zip Code	
Country		Country	
ABA		ABA	

San Diego Private Bank

## Print Single Wire Transfer

**Ref #:** 971651

**Created by:** ABS Investment Group LLC - 10/14/2014 10:59 am PDT

**Approved by:** ABS Investment Group LLC - 10/14/2014 10:59 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:** \$ 139,000.00

**Submit date:** 10/14/2014

### BENEFICIARY

### INTERMEDIARY INSTITUTION(*optional*)

If data is entered in a single field in this section all fields in this section become required.

**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:** Partial Payment under the Amendment.

**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

## Print Single Wire Transfer

**Ref #:** 972741

**Created by:** ABS Investment Group LLC - 10/15/2014 09:41 am PDT

**Approved by:** ABS Investment Group LLC - 10/15/2014 09:41 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:** \$ 139,000.00

**Submit date:** 10/15/2014

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**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 SE545000000050441191134

**Special Instructions for the Beneficiary:** Partial Payment under the Amendment.

**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

## Print Single Wire Transfer

**Ref #:** 989464

**Created by:** ABS Investment Group LLC - 11/05/2014 12:16 pm PST

**Approved by:** ABS Investment Group LLC - 11/05/2014 12:16 pm PST

### 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:** \$ 70,000.00

**Submit date:** 11/05/2014

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**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:** PARTIAL PAYMENT UNDER THE AMENDMENT.

**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

## Print Single Wire Transfer

**Ref #:** 989474

**Created by:** ABS Investment Group LLC - 11/05/2014 12:20 pm PST

**Approved by:** ABS Investment Group LLC - 11/05/2014 12:21 pm PST

### 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:** \$ 70,000.00

**Submit date:** 11/05/2014

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**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 SE545000000050441191134

**Special Instructions for the Beneficiary:** PARTIAL PAYMENT UNDER THE AMENDMENT.

**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

## Print Single Wire Transfer

**Ref #:** 1014729

**Created by:** ABS Investment Group LLC - 12/10/2014 05:43 am PST

**Approved by:** ABS Investment Group LLC - 01/07/2015 04:05 pm PST

### 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:** \$ 375,000.00

**Submit date:** 01/08/2015

### BENEFICIARY

#### INTERMEDIARY INSTITUTION(*optional*)

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Dynamiq Creation AB

**Beneficiary's Address 1:** Kupeskarsgatan 63

**Beneficiary's Address 2:**

**Beneficiary's City:** Vastra Frolunda

**Beneficiary's Region/State:**

**Beneficiary's Country:** SWEDEN

**ZIP/Postal Code:** SE 421 60

**Beneficiary's Account:** IBAN SE545000000050441191134

**Special Instructions for the Beneficiary:** Partial payment under the amendment (approx. SEK 3,000,000).

**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

## Print Single Wire Transfer

**Ref #:** 1014735

**Created by:** ABS Investment Group LLC - 12/10/2014 05:48 am PST

**Approved by:** ABS Investment Group LLC - 01/07/2015 04:09 pm PST

### 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:** \$ 375,000.00

**Submit date:** 01/08/2015

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Assume Holding AB

**Beneficiary's Address 1:** Vadursgatan 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:** Partial payment under the amendment (approx. SEK 3,000,000).

**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

## Print Single Wire Transfer

**Ref #:** 1057801

**Created by:** ABS Investment Group LLC - 02/06/2015 11:15 am PST

**Approved by:** ABS Investment Group LLC - 02/06/2015 11:15 am PST

### 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:** \$ 662,651.00

**Submit date:** 02/06/2015

### BENEFICIARY

#### INTERMEDIARY INSTITUTION(*optional*)

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Dynamiq Creation AB

**Beneficiary's Address 1:** Kupeskarsgatan 63

**Beneficiary's Address 2:**

**Beneficiary's City:** Vastra Frolunda

**Beneficiary's Region/State:**

**Beneficiary's Country:** SWEDEN

**ZIP/Postal Code:** SE 421 60

**Beneficiary's Account:** IBAN SE545000000050441191134

**Special Instructions for the Beneficiary:** Partial payment under the amendment (approx. SEK 5.500.000).

**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

## Print Single Wire Transfer

**Ref #:** 1057819

**Created by:** ABS Investment Group LLC - 02/06/2015 11:20 am PST

**Approved by:** ABS Investment Group LLC - 02/06/2015 11:20 am PST

### 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:** \$ 662,651.00

**Submit date:** 02/06/2015

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Assume Holding AB

**Beneficiary's Address 1:** Vadursgatan 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:** Partial payment under the amendment (approx. SEK 5.500.000).

**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

## Print Single Wire Transfer

**Ref #:** 1112241

**Created by:** ABS Investment Group LLC - 04/09/2015 09:15 am PDT

**Approved by:** ABS Investment Group LLC - 04/09/2015 09:15 am PDT

### SENDER

**Name:** ABS Investment Group LLC

**Tax ID #:** 262119490

**Address:** 4 Park Plaza Suite 500

**City:** Irvine

**State:** California

**ZIP/Postal Code:** 92614

**Phone Number:** 949-678-9574

**Account to Debit:** ABS - Consulting Fees & Exp:\*0070

**Amount:** \$ 287,356.00

**Submit date:** 04/09/2015

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Assume Holding AB

**Code Type:**

**Beneficiary's Address 1:** Vadursgatan 5

**Local Clearing Code:**

**Beneficiary's Address 2:**

**Institution Name:**

**Beneficiary's City:** Gothenburg

**Institution Address:**

**Beneficiary's Region/State:**

**Institution City:**

**Beneficiary's Country:** SWEDEN

**Institution  
Region/State:**

**ZIP/Postal Code:** SE 412 50

**Institution Country:**

**Beneficiary's Account:** IBAN SE6580000810599343508009

**Special Instructions for the  
Beneficiary:** Partial payment under the amendment  
(approx. SEK 2.500.000).

### 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

## Print Single Wire Transfer

**Ref #:** 1112258

**Created by:** ABS Investment Group LLC - 04/09/2015 09:20 am PDT

**Approved by:** ABS Investment Group LLC - 04/09/2015 09:21 am PDT

### SENDER

**Name:** ABS Investment Group LLC

**Tax ID #:** 262119490

**Address:** 4 Park Plaza Suite 500

**City:** Irvine

**State:** California

**ZIP/Postal Code:** 92614

**Phone Number:** 949-678-9574

**Account to Debit:** ABS - Consulting Fees & Exp:\*0070

**Amount:** \$ 287,356.00

**Submit date:** 04/09/2015

### BENEFICIARY

### INTERMEDIARY INSTITUTION *(optional)*

If data is entered in a single field in this section all fields in this section become required.

**Beneficiary's Full Name:** Dynamiq Creation AB

**Beneficiary's Address 1:** Kupeskarsgatan 63

**Beneficiary's Address 2:**

**Beneficiary's City:** Vastra Frolunda

**Beneficiary's Region/State:**

**Beneficiary's Country:** SWEDEN

**ZIP/Postal Code:** SE 421 60

**Beneficiary's Account:** IBAN SE545000000050441191134

**Special Instructions for the Beneficiary:** Partial payment under the amendment (approx. SEK 2.500.000).

**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

Client Name: SOLID VENTURE CAPITAL LTD  
Document ID: BFE39FFECBC94FD797C896983B836335  
Sign and Submit the following transactions (1)

Payment Type: Currency/International Payment  
Delivery Option: Urgent Payment  
Debit Account Bank Identifier : 209561  
Debit Account Number: 67697266  
Debit Account Currency: Euro  
Debit Amount:  
Payment Currency: Swedish Krona  
Payment Amount: 10044992.00

Transaction Reference Number: BX15043023705757  
Transaction Type Code:  
Customer Reference:  
Ordering Party Name:  
Ordering Party Address:

Ordering Party Country Code:  
Ordering Party Country Name:  
Ordering Party Bank Identifier:  
Ordering Party Identifier:  
Value Date: May 04, 2015  
Beneficiary Account Number: : SE63 5000 0000 0500 1116 9796  
Beneficiary Name: MAQS ADVOKATBYRA GOTEBOG AB  
Beneficiary Address:

Beneficiary Country Name: Sweden  
Beneficiary Bank National  
Clearing Code(NCC):  
Beneficiary Bank Identifier Type:  
Beneficiary Bank Name: SKANDINAVISKA ENSKILDA BANKEN  
Beneficiary Bank Account Number:  
Beneficiary Bank SWIFTBIC: ESSESESS  
Beneficiary Type:  
Beneficiary SWIFT Business  
Identification Code:

Payment Details: ABSIG LLC  
Intermediary Bank Identifier:  
Intermediary Bank Free - Format:  
Charges Indicator: SHA  
Booked Rate: 9.297500  
Deal Number: 8595207  
Exchange Rate:  
Regulatory Reporting Code:  
Regulatory Reporting Country:  
Regulatory Reporting Line1:  
Regulatory Reporting Line2:  
Regulatory Reporting Line3:

Bank Details Code:  
Bank Details Description:  
Bank Details Code:  
Bank Details Description:  
Rate Sheet Reference:  
Reference Rate:

# AKTIEBOK

För

**Economic Progress Group Sweden AB,  
Organisationsnummer 556791-9856**

**Tidigare firma: Startplattan 442821 Aktiebolag**

# AKTIEBOK

Startplattan 442821 Aktiebolag, Organisationsnummer 556791-9856

Aktienummer 1-340

Antal aktier 340 st

Inregistreringsdatum 2009-10-26  
Aktieägare Bolagsstiftarna Aktiebolag, 556218-7301  
Box 12086  
402 41 GÖTEBORG  
Förbehåll Hembudsklausul finns  
Aktiebrev Har ej utfärdats

---

Inregistreringsdatum 2010-02-24  
Aktieägare Aktiebolaget Sparre & Jakobsson, 556796-3508  
Berzeliigatan 13  
412 53 GÖTEBORG  
Förbehåll  
Aktiebrev Ett aktiebrev har 2010-03-24 utfärdats omfattande 340 aktier  
( aktienr 1-340 ).

---

Inregistreringsdatum 2011-09-26  
Aktieägare Dynamiq Creation AB, 556861-9216  
Prinsgatan 4C, 3 tr  
413 05 Göteborg  
Förbehåll  
Aktiebrev 1-340

---

Inregistreringsdatum 2013-07-02  
Aktieägare ABS INVESTMENT GROUP LLC  
EIN 26-2119490  
Förbehåll  
Aktiebrev JA

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Inregistreringsdatum  
Aktieägare

Förbehåll  
Aktiebrev

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Inregistreringsdatum  
Aktieägare

Förbehåll  
Aktiebrev

---

# AKTIEBOK

Startplattan 442821 Aktiebolag, Organisationsnummer 556791-9856

Aktienummer 341-510

Antal aktier 170 st

Inregistreringsdatum 2009-10-26  
Aktieägare Bolagsstiftarna Aktiebolag, 556218-7301  
Box 12086  
402 41 GÖTEBORG  
Förbehåll Hembudsklausul finns  
Aktiebrev Har ej utfärdats

---

Inregistreringsdatum 2010-02-24  
Aktieägare Box Alright AB, 556727-2454  
Sten Sturegatan 8  
411 39 GÖTEBORG  
Förbehåll  
Aktiebrev Ett aktiebrev har 2010-03-24 utfärdats omfattande 170 aktier  
( aktienr 341-510 ).

---

Inregistreringsdatum 2012-10-25  
Aktieägare Insales i Göteborg AB, 556786-6560  
Vädursgatan 5  
412 50 GÖTEBORG  
Förbehåll  
Aktiebrev 341-510

---

Inregistreringsdatum 2013-01-17  
Aktieägare Assume Holding AB, 556913-1518  
Vädursgatan 5  
412 50 GÖTEBORG  
Förbehåll  
Aktiebrev 341-510

---

Inregistreringsdatum 2013-07-02  
Aktieägare ABS INVESTMENT GROUP LLC  
EIN 26-2119490

Förbehåll  
Aktiebrev JA

---

Inregistreringsdatum  
Aktieägare

Förbehåll  
Aktiebrev

---

# AKTIEBOK

Startplattan 442821 Aktiebolag, Organisationsnummer 556791-9856

Aktienummer 511-680

Antal aktier 170 st

Inregistreringsdatum 2009-10-26  
Aktieägare Bolagsstiftarna Aktiebolag, 556218-7301  
Box 12086  
402 41 GÖTEBORG  
Förbehåll Hembudsklausul finns  
Aktiebrev Har ej utfärdats

---

Inregistreringsdatum 2010-02-24  
Aktieägare Assume AB, 556766-6887  
Kungsgatan 48, 3 tr  
411 15 GÖTEBORG  
Förbehåll  
Aktiebrev Ett aktiebrev har 2010-03-24 utfärdats omfattande 170 aktier  
( aktienr 511-680 ).

---

Inregistreringsdatum 2012-10-25  
Aktieägare Insales i Göteborg AB, 556786-6560  
Vädursgatan 5  
412 50 GÖTEBORG  
Förbehåll  
Aktiebrev 511-680

---

Inregistreringsdatum 2013-01-17  
Aktieägare Assume Holdning AB, 556913-1518  
Vädursgatan 5  
412 50 GÖTEBORG  
Förbehåll  
Aktiebrev 511-680

---

Inregistreringsdatum 2013-07-02  
Aktieägare ABS INVESTMENT GROUP LLC  
EIN 26-2119440  
Förbehåll  
Aktiebrev JA

---

Inregistreringsdatum  
Aktieägare

Förbehåll  
Aktiebrev

---

# AKTIEBOK

Startplattan 442821 Aktiebolag, Organisationsnummer 556791-9856

Aktienummer 681-850

Antal aktier 170 st

Inregistreringsdatum 2009-10-26  
Aktieägare Bolagsstiftarna Aktiebolag, 556218-7301  
Box 12086  
402 41 GÖTEBORG  
Förbehåll Hembudsklausul finns  
Aktiebrev Har ej utfärdats

---

Inregistreringsdatum 2010-02-24  
Aktieägare Untab, 541125-0110  
Fredrikshaldsvägen 21  
451 35 GÖTEBORG  
Förbehåll  
Aktiebrev Ett aktiebrev har 2010-03-24 utfärdats omfattande 170 aktier  
( aktienr 681-850 ).

---

Inregistreringsdatum 2011-09-29  
Aktieägare Bøx Alright AB, 556727.2454  
Sten Sturegatan 8  
411 39 Göteborg  
Förbehåll  
Aktiebrev aktier 681-765

---

Inregistreringsdatum 2011-09-29  
Aktieägare Assume AB, 556766-6887  
Kungsgatan 48, 3 tr  
411 15 Göteborg  
Förbehåll  
Aktiebrev aktier 766-850

---

Inregistreringsdatum 2012-10-25  
Aktieägare Insalen i Göteborg AB, 556786-6560  
Vådursgatan 5  
412 50 GÖTEBORG  
Förbehåll  
Aktiebrev 681-850

---

Inregistreringsdatum 2013-01-17  
Aktieägare Assume Holding AB, 556913-1518  
Vådursgatan 5  
412 50 GÖTEBOEG  
Förbehåll  
Aktiebrev 681-850

---

2013-07-02  
ABS INVESTMENT GROUP LLC  
EIN 26-2119490  
AKTIEBREV -JA

# AKTIEBOK

Startplattan 442821 Aktiebolag, Organisationsnummer 556791-9856

Aktienummer 851-1.000

Antal aktier 150 st

Inregistreringsdatum 2009-10-26  
Aktieägare Bolagsstiftarna Aktiebolag, 556218-7301  
Box 12086  
402 41 GÖTEBORG  
Förbehåll Hembudsklausul finns  
Aktiebrev Har ej utfärdats

---

Inregistreringsdatum 2010-02-24  
Aktieägare G. Nilsson - Konsult, 570820-8516  
Körnebacksvägen 40  
452 90 STRÖMSTAD  
Förbehåll  
Aktiebrev Ett aktiebrev har 2010-03-24 utfärdats omfattande 150 aktier  
( aktienr 851-1.000 ).

---

Inregistreringsdatum 2011-09-29  
Aktieägare Dynamiq Creation AB, 556861-9216  
Prinsgatan 4C, 3tr  
413 05 Göteborg  
Förbehåll  
Aktiebrev 851-1000

---

Inregistreringsdatum 2013-07-02  
Aktieägare ABS INVESTMENT GROUP LLC  
EIN 26-211 9490  
Förbehåll  
Aktiebrev JA

---

Inregistreringsdatum  
Aktieägare

Förbehåll  
Aktiebrev

---

Inregistreringsdatum  
Aktieägare

Förbehåll  
Aktiebrev

---

# AKTIEBOK

Economic Progress Group Sweden AB, Organisationsnummer 556791-9856

Aktienummer 1.001-1.020

Antal aktier 20 st

Inregistreringsdatum 2010-02-24  
Aktieägare G. Nilsson - Konsult, 570820-8516  
Körnebacksvägen 40  
452 90 STRÖMSTAD

Förbehåll  
Aktiebrev Ett aktiebrev har 2010-03-24 utfärdats omfattande 20 aktier  
( aktienr 1.001-1.020 ).

---

Inregistreringsdatum 2011-09-29  
Aktieägare Dynamiq Creation AB, 556861-9216  
Prinsgatan 4C, 3tr  
413 05 Göteborg

Förbehåll  
Aktiebrev 1001-1020

---

Inregistreringsdatum 2013-07-02  
Aktieägare ABS INVESTMENT GROUP LLC  
BN 26-211 9490

Förbehåll  
Aktiebrev JA

---

Inregistreringsdatum  
Aktieägare

Förbehåll  
Aktiebrev

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Inregistreringsdatum  
Aktieägare

Förbehåll  
Aktiebrev

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Inregistreringsdatum  
Aktieägare

Inregistreringsdatum  
Aktiebrev

---

# AKTIEBREV

i

## Positiv Pension i Sverige AB

(556791-9856)

Privat Aktiebolag

**Nr 1-340**

**Dynamiq Creation AB**

(556861-9216)

har erlagt full betalning för  
340 (trehundrafyrtio) aktier

med

**TRETTIONFYRATUSEN (34.000) KRONOR**

och tillförsäkras härigenom motsvarande andel i bolaget  
med de rättigheter och skyldigheter som gällande lag  
och bolagsordning bestämmer.

Göteborg den 2013-07-02

Aktieägare införd i aktieboken 2013-01-17

för styrelsen

  
Oskar Berggren

  
Niclas Tapper

<p>ÖVERLÅTES PÅ  ABS INVESTMENT GROUP LLC  EIN 26-2119490</p> <p>ÖVERLÅTARENS SIGN </p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN 2 JULI 2013</p> <p>SIGN </p>
<p>ÖVERLÅTES PÅ</p> <p>ÖVERLÅTARENS SIGN</p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>
<p>ÖVERLÅTES PÅ</p> <p>ÖVERLÅTARENS SIGN</p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>
<p>ÖVERLÅTES PÅ</p> <p>ÖVERLÅTARENS SIGN</p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>
<p>ÖVERLÅTES PÅ</p> <p>ÖVERLÅTARENS SIGN</p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>
<p>ÖVERLÅTES PÅ</p> <p>ÖVERLÅTARENS SIGN</p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>

# AKTIEBREV

i

## Positiv Pension i Sverige AB

(556791-9856)

Privat Aktiebolag

**Nr 341-510**

Assume Holding AB

(556913-1518)

har erlagt full betalning för  
170 (etthundrasjuttio) aktier

med

**SJUTTONTUSEN (17.000) KRONOR**

och tillförsäkras härigenom motsvarande andel i bolaget  
med de rättigheter och skyldigheter som gällande lag  
och bolagsordning bestämmer.

Göteborg den 2013-06-28

Aktieägare införd i aktieboken 2013-01-17

för styrelsen

  
Oskar Berggren

  
Niclas Tapper

<p>ÖVERLÄTES PÅ</p> <p>ABS INVESTMENT GROUP LLC</p> <p>BN 26-2119490</p> <p>ÖVERLÄTARENS SIGN</p> 	<p>ÖVERLÄTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN 2 Juli 2013</p> <p>SIGN</p> 
<p>ÖVERLÄTES PÅ</p> <p>.....</p> <p>.....</p> <p>ÖVERLÄTARENS SIGN</p> <p>.....</p>	<p>ÖVERLÄTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN .....</p> <p>SIGN .....</p>
<p>ÖVERLÄTES PÅ</p> <p>.....</p> <p>.....</p> <p>ÖVERLÄTARENS SIGN</p> <p>.....</p>	<p>ÖVERLÄTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN .....</p> <p>SIGN .....</p>
<p>ÖVERLÄTES PÅ</p> <p>.....</p> <p>.....</p> <p>ÖVERLÄTARENS SIGN</p> <p>.....</p>	<p>ÖVERLÄTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN .....</p> <p>SIGN .....</p>
<p>ÖVERLÄTES PÅ</p> <p>.....</p> <p>.....</p> <p>ÖVERLÄTARENS SIGN</p> <p>.....</p>	<p>ÖVERLÄTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN .....</p> <p>SIGN .....</p>
<p>ÖVERLÄTES PÅ</p> <p>.....</p> <p>.....</p> <p>ÖVERLÄTARENS SIGN</p> <p>.....</p>	<p>ÖVERLÄTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN .....</p> <p>SIGN .....</p>

# AKTIEBREV

i

## Positiv Pension i Sverige AB

(556791-9856)

Privat Aktiebolag

**Nr 511-680**

Assume Holding AB

(556913-1518)

har erlagt full betalning för  
170 (etthundrasjuttio) aktier

med

**SJUTTONTUSEN (17.000) KRONOR**

och tillförsäkras härigenom motsvarande andel i bolaget  
med de rättigheter och skyldigheter som gällande lag  
och bolagsordning bestämmer.

Göteborg den 2013-07-02

Aktieägare införd i aktieboken 2013-01-17

för styrelsen

  
Oskar Berggren

  
Niclas Tapper

<p>ÖVERLÅTES PÅ  ABS INVESTMENT GROUP LLC  EIN 26-2119490</p> <p>ÖVERLÅTARENS SIGN </p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN 2 JULI 2013</p> <p>SIGN </p>
<p>ÖVERLÅTES PÅ</p> <p>ÖVERLÅTARENS SIGN</p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>
<p>ÖVERLÅTES PÅ</p> <p>ÖVERLÅTARENS SIGN</p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>
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<p>ÖVERLÅTES PÅ</p> <p>ÖVERLÅTARENS SIGN</p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>

# AKTIEBREV

i

## Positiv Pension i Sverige AB

(556791-9856)

Privat Aktiebolag

**Nr 681-850**

Assume Holding AB

(556913-1518)

har erlagt full betalning för  
170 (etthundrasjuttio) aktier

med

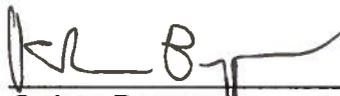
**SJUTTONTUSEN (17.000) KRONOR**

och tillförsäkras härigenom motsvarande andel i bolaget  
med de rättigheter och skyldigheter som gällande lag  
och bolagsordning bestämmer.

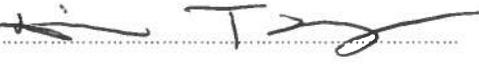
Göteborg den 2013-07-02

Aktieägare införd i aktieboken 2013-01-17

för styrelsen

  
Oskar Berggren

  
Niclas Tapper

<p>ÖVERLÄTES PÅ  ABS INVESTMENT GROUP LLC  BN 26-2119490</p> <p>ÖVERLÄTARENS SIGN </p>	<p>ÖVERLÄTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN 2 JULI 2013</p> <p>SIGN </p>
<p>ÖVERLÄTES PÅ</p> <p>ÖVERLÄTARENS SIGN</p>	<p>ÖVERLÄTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>
<p>ÖVERLÄTES PÅ</p> <p>ÖVERLÄTARENS SIGN</p>	<p>ÖVERLÄTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>
<p>ÖVERLÄTES PÅ</p> <p>ÖVERLÄTARENS SIGN</p>	<p>ÖVERLÄTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>
<p>ÖVERLÄTES PÅ</p> <p>ÖVERLÄTARENS SIGN</p>	<p>ÖVERLÄTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>
<p>ÖVERLÄTES PÅ</p> <p>ÖVERLÄTARENS SIGN</p>	<p>ÖVERLÄTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>

# AKTIEBREV

i

## Positiv Pension i Sverige AB

(556791-9856)

Privat Aktiebolag

**Nr 851-1.000**

Dynamiq Creation AB

(556861-9216)

har erlagt full betalning för  
150 (etthundrafemtio) aktier

med

**femtontusen (15.000) KRONOR**

och tillförsäkras härigenom motsvarande andel i bolaget  
med de rättigheter och skyldigheter som gällande lag  
och bolagsordning bestämmer.

Göteborg den 2013-07-02

Aktieägare införd i aktieboken 2013-01-17

för styrelsen

  
Oskar Berggren

  
Niclas Tapper

<p>ÖVERLÅTES PÅ  ABS INVESTMENT GROUP LLC  BN 26-2119490</p> <p>ÖVERLÅTARENS SIGN </p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN 2 JULI 2013</p> <p>SIGN </p>
<p>ÖVERLÅTES PÅ</p> <p>ÖVERLÅTARENS SIGN</p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>
<p>ÖVERLÅTES PÅ</p> <p>ÖVERLÅTARENS SIGN</p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>
<p>ÖVERLÅTES PÅ</p> <p>ÖVERLÅTARENS SIGN</p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>
<p>ÖVERLÅTES PÅ</p> <p>ÖVERLÅTARENS SIGN</p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>
<p>ÖVERLÅTES PÅ</p> <p>ÖVERLÅTARENS SIGN</p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>

# AKTIEBREV

i

**Positiv Pension i Sverige AB**

(556791-9856)

Privat Aktiebolag

**Nr 1.001-1.020**

**Dynamiq Creation AB**

(556861-9216)

har erlagt full betalning för  
20 (tjugo) aktier

med

**två tusen (2.000) KRONOR**

och tillförsäkras härigenom motsvarande andel i bolaget  
med de rättigheter och skyldigheter som gällande lag  
och bolagsordning bestämmer.

Göteborg den 2013-07-02

Aktieägare införd i aktieboken 2013-01-17

för styrelsen

  
Oskar Berggren

  
Niclas Tapper

<p>ÖVERLÅTES PÅ  ABS INVESTMENT GROUP LLC  EIN <del>16</del> 2119490</p> <p>ÖVERLÅTARENS SIGN </p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN 2 JULI 2013</p> <p>SIGN </p>
<p>ÖVERLÅTES PÅ</p> <p>ÖVERLÅTARENS SIGN</p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>
<p>ÖVERLÅTES PÅ</p> <p>ÖVERLÅTARENS SIGN</p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>
<p>ÖVERLÅTES PÅ</p> <p>ÖVERLÅTARENS SIGN</p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>
<p>ÖVERLÅTES PÅ</p> <p>ÖVERLÅTARENS SIGN</p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>
<p>ÖVERLÅTES PÅ</p> <p>ÖVERLÅTARENS SIGN</p>	<p>ÖVERLÅTELSEN INFÖRD I BOLAGETS AKTIEBOK</p> <p>DEN</p> <p>SIGN</p>

**AMENDMENT TO SHARE PURCHASE AGREEMENT**

by and between

**ASSUME HOLDING AB, DYNAMIQ CREATION AB**

and

**ABS INVESTMENT GROUP LLC**

dated

**22 AUGUST 2014**



MAQS LAW FIRM

## TABLE OF CONTENTS

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## SCHEDULES

SCHEDULE 1	SHARE PURCHASE AGREEMENT POSITIV PENSION I SVERIGE AB
SCHEDULE 2	SHARE PURCHASE AGREEMENT OPTIMUS FONDER AB
SCHEDULE 3	CONFIRMATION OF RELEASE

This amendment to share purchase agreement (the "**Amendment**") is made between

- (1) **Assume Holding AB**, registration no. 556913-1518, a company organized under the laws of Sweden, with its registered address at Vådursgatan 5, SE-412 50 Gothenburg, Sweden;
- (2) **Dynamic Creation AB**, registration no. 556861-9216, a company organized under the laws of Sweden, with its registered address at Kupeskärsgatan 63, SE-421 60 Västra Frölunda, Sweden, (jointly the "**Sellers**"); and
- (3) **ABS Investment Group AB**, registration no. EIN 26-2119490, a company organized under the laws of United States of America, with its registered address at 707 Broadway, San Diego, CA 92101, United States of America, (the "**Buyer**").

The parties listed above are hereinafter referred to as the "**Parties**" and each of them separately as a "**Party**".

## **1 BACKGROUND**

- 1.1 The Sellers have sold Positiv Pension i Sverige AB, registration no. 556791-9856, a company organised under the laws of Sweden (the "**Company**") to the Buyer according to a Share Sale and Purchase Agreement dated 28 June 2013 (the "**Agreement**"), **Schedule 1**.
- 1.2 The Parties have agreed to adjust the Additional Purchase Price and under certain conditions release Mark Bishop from his personal guarantee and have therefore agreed to this Amendment to state what has been agreed between the Parties.

## **2 DEFINITIONS AND INTERPRETATION**

In this Amendment word and expressions defined in the Agreement shall have the same meaning unless the context requires otherwise. The capitalized terms below shall have the meanings ascribed below and references to the singular shall include the plural and vice versa:

**"Clause"**

means a clause in this Amendment;

**"Effective Date"**

means 15 October 2014 subject to that the conditions in Clause 4 ("**Condition Precedent**") are fulfilled and subject to Clause 3.2.4;

**"Section"**

means a clause in the Agreement;

**"Signing Amendment Date"**

means the day on which this Amendment was signed by the Parties.

**3 AMENDMENTS TO THE AGREEMENT**

3.1 The existing definition of "Additional Purchase Price" shall be deleted in full and replaced by the following provisions:

3.1.1 "means the amount payable by the Buyer pursuant to Section 4.4"

3.2 The existing Section 4.4 shall be deleted in full and replaced by the following provisions:

3.2.1 "The Buyer shall pay to the Sellers an Additional Purchase Price of SEK 40,000,000 corresponding to the agreed Client Contract Fee and Fund Revenue. The Additional Purchase Price shall be paid according to the following:

- (a) the payment of SEK 1,000,000 in cash to each of the Sellers no later than the Business Day following the Signing Amendment Date,
- (b) the payment of SEK 13,000,000 in cash no later than 15 September 2014, and
- (c) the transfer of all rights of the Buyer to receive consideration for all shares in Optimus Fonder AB (the "**Consideration**") pursuant a share transfer agreement dated 29 April 2014 (**Schedule 2**) on the Signing Amendment Date.

3.2.2 In the event that the Consideration is not paid in full in accordance with the relevant share transfer agreement on the Effective Date (it being understood, for the avoidance of doubt, that any part of the Consideration held in escrow under the relevant share transfer agreement shall no be deemed for the purposes of this Clause), at the latest, the following shall apply:

- (a) the Buyer shall pay to the Sellers an amount in SEK corresponding to any shortfall on a SEK by SEK basis to the Additional Purchase Price of SEK 40,000,000 on the Effective Date, and

*E.g. If the Buyer have paid SEK 15,000,000 and the total consideration for the shares correspond to SEK 20,000,000 the shortfall to pay is SEK 5,000,000."*

- (b) the transfer of all rights of the Buyer to the Consideration to the Sellers shall be void.

3.2.3 In the event that the Consideration paid in accordance with the relevant share transfer agreement amounts to or exceeds SEK 25,000,000, the Sellers shall no

later than the third Business Day thereafter transfer to the Buyer all rights of the Sellers to receive any remaining part of the Consideration and, where the Consideration received by the Sellers exceeds SEK 25,000,000, repay any excess amount to the Buyer.

3.2.4 In the event that the Consideration is not paid in accordance with the relevant share transfer agreement on 15 October 2014 at the latest and the reasons for such non-payment are outside the control of the Buyer, the Effective Date shall be postponed to 15 November 2014, provided that the Buyer pays to the Sellers SEK 500,000 in aggregate and in cash no later than 16 October 2014.

3.3 The existing Section 4.5 and Section 8.4.2 shall be deleted in full.

#### **4 CONDITIONS**

4.1 The Sellers shall not be obliged to complete this Amendment unless the following obligation is satisfied or waived by the Sellers: the Additional Purchase Price has been paid by the Buyer or on the Buyers behalf in accordance with Clause 3.2 (the "**Condition Precedent**").

4.2 If the Condition Precedent have not been satisfied or waived on the dates set out above the Sellers may terminate this Amendment effective three (3) Business Days after giving notice to the Buyer.

4.3 If the Amendment has been terminated pursuant to Clause 4.2, it shall become null and void and of no further force and effect, and without either Party incurring any further liability to the other Party. For the avoidance of doubt the Agreement shall remain in force notwithstanding the termination hereof.

#### **5 EFFECTIVE DATE**

At Effective Date, the Sellers shall release the personal guarantee of Mark Bishop in accordance with **Schedule 3**.

#### **6 MISCELLANEOUS**

Except as set out in this Amendment the provisions of the Agreement shall remain unaffected.

#### **7 DISPUTES**

7.1 This Amendment is governed by Swedish law, without regard to its conflict of law provisions.

7.2 Any dispute, controversy or claim arising out of or in connection with this Amendment shall be settled by the same dispute settlement provisions as stated in Section 19.

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This Agreement has been executed in three (3) original copies of which each Party has received one.

Gothenburg, 22 August 2014

**ASSUME HOLDING AB**

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Niclas Tapper

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Oskar Berggren

Gothenburg, 22 August 2014

**DYNAMIQ CREATION AB**

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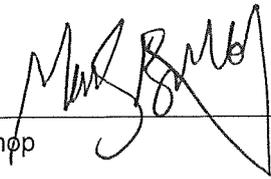
Peter Sparre

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Henrik Jacobsson

Stockholm, 22 August 2014

**ABS INVESTMENT GROUP AB**



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Mark Bishop

**Årsredovisning**  
för  
**Positiv Pension i Sverige AB**

556791-9856

Räkenskapsåret

2012-05-01 – 2013-04-30

**Fastställelseintyg**

Undertecknad styrelseledamot intygar härmed, dels att denna kopia av årsredovisningen överensstämmer med originalet, dels att resultat- och balansräkningen fastställts på årsstämma 2 / 7 2013. Årsstämman beslöt tillika godkänna styrelsens förslag till resultatdisposition.

Göteborg 2 / 7 2013



Niclas Tepper

**Årsredovisning**  
för  
**Positiv Pension i Sverige AB**

556791-9856

Räkenskapsåret

2012-05-01 – 2013-04-30

Styrelsen och verkställande direktören för Positiv Pension i Sverige AB får härmed avge årsredovisning för räkenskapsåret 2012-05-01 – 2013-04-30.

## Förvaltningsberättelse

### Information om verksamheten

Bolaget bedriver verksamhet som utgörs av rekommendationer och nyheter kring pension och sparande samt därmed förenlig verksamhet.

### Väsentliga händelser under räkenskapsåret och efter dess utgång

Året har präglats av fortsatta investeringar i kundanskaffning och produktutvidgning. En kraftig tillväxt i kundantal och interna effektiviseringar har resulterat i kraftigt ökad omsättning och ett positivt resultat. Vidare har för verksamheten strategiska avtal tecknats under året. Den positiva trenden ger oss goda möjligheter till fortsatt tillväxt med satsningar på nya och förbättrade tjänster.

Flerårsöversikt (tkr)	2012/13	2011/12	2009/11
Nettoomsättning	27 149	9 485	1 133
Resultat efter finansiella poster	5 232	1 498	-345
Soliditet (%)	31	13	2

### Förslag till vinstdisposition

Styrelsen föreslår att till förfogande stående vinstmedel (kronor):

balanserad vinst	844 190
årets vinst	3 845 917
	<b>4 690 107</b>
disponeras så att	
i ny räkning överföres	4 690 107

Företagets resultat och ställning i övrigt framgår av efterföljande resultat- och balansräkning med tilläggsupplysningar.

h

13 5

<b>Resultaträkning</b>	<b>Not</b>	<b>2012-05-01 -2013-04-30</b>	<b>2011-05-01 -2012-04-30</b>
Nettoomsättning		27 148 600 <b>27 148 600</b>	9 484 715 <b>9 484 715</b>
<b>Rörelsens kostnader</b>			
Övriga externa kostnader		-19 479 994	-7 577 273
Personalkostnader	1	-2 411 097	-412 524
Avskrivningar och nedskrivningar av materiella och immateriella anläggningstillgångar	2	-27 000	0
		<b>-21 918 091</b>	<b>-7 989 797</b>
<b>Rörelseresultat</b>		<b>5 230 509</b>	<b>1 494 918</b>
<b>Resultat från finansiella poster</b>			
Övriga ränteintäkter och liknande resultatposter		2 200	3 558
Räntekostnader och liknande resultatposter		-1 014	-716
		<b>1 186</b>	<b>2 842</b>
<b>Resultat efter finansiella poster</b>		<b>5 231 695</b>	<b>1 497 760</b>
<b>Resultat före skatt</b>		<b>5 231 695</b>	<b>1 497 760</b>
Skatt på årets resultat		-1 385 778	-309 067
<b>Årets resultat</b>		<b>3 845 917</b>	<b>1 188 693</b>

OB

<b>Balansräkning</b>	<b>Not</b>	<b>2013-04-30</b>	<b>2012-04-30</b>
<b>TILLGÅNGAR</b>			
<b>Anläggningstillgångar</b>			
<i>Materiella anläggningstillgångar</i>			
Inventarier, verktyg och installationer	3	108 000	0
<i>Finansiella anläggningstillgångar</i>			
Andra långfristiga fordringar	4	100 000	100 000
<b>Summa anläggningstillgångar</b>		<b>208 000</b>	<b>100 000</b>
<b>Omsättningstillgångar</b>			
<i>Kortfristiga fordringar</i>			
Kundfordringar		3 941 171	3 272 066
Övriga fordringar		225 930	468 759
Förutbetalda kostnader och upplupna intäkter		9 101 935	4 389 720
		<b>13 269 036</b>	<b>8 130 545</b>
<i>Kassa och bank</i>		2 158 482	1 403 201
<b>Summa omsättningstillgångar</b>		<b>15 427 518</b>	<b>9 533 746</b>
<b>SUMMA TILLGÅNGAR</b>		<b>15 635 518</b>	<b>9 633 746</b>

0,8 3

<b>Balansräkning</b>	<b>Not</b>	<b>2013-04-30</b>	<b>2012-04-30</b>
<b>EGET KAPITAL OCH SKULDER</b>			
<b>Eget kapital</b>	5		
<i>Bundet eget kapital</i>			
Aktiekapital		102 000	102 000
<i>Fritt eget kapital</i>			
Balanserad vinst eller förlust		844 190	498
Årets resultat		3 845 917	1 188 693
		<b>4 690 107</b>	<b>1 189 191</b>
<b>Summa eget kapital</b>		<b>4 792 107</b>	<b>1 291 191</b>
<b>Kortfristiga skulder</b>			
Skulder till kreditinstitut		551 026	1 770 573
Leverantörsskulder		365 117	24 159
Aktuella skatteskulder		1 694 845	309 067
Övriga skulder		43 241	33 922
Upplupna kostnader och förutbetalda intäkter		8 189 182	6 204 834
<b>Summa kortfristiga skulder</b>		<b>10 843 411</b>	<b>8 342 555</b>
<b>SUMMA EGET KAPITAL OCH SKULDER</b>		<b>15 635 518</b>	<b>9 633 746</b>
<b>Ställda säkerheter</b>		Inga	Inga
<b>Ansvarsförbindelser</b>		Inga	Inga

O.B. 5

## Tilläggsupplysningar

### Redovisnings- och värderingsprinciper

#### Allmänna upplysningar

Årsredovisningen har upprättats enligt årsredovisningslagen och Bokföringsnämndens allmänna råd.

Företaget har valt att inte utnyttja möjligheten att tillämpa förenklingsreglerna i BFNAR 2008:1 Årsredovisning i mindre aktiebolag (K2).

Redovisningsprinciperna är oförändrade jämfört med föregående år.

Fordringar har upptagits till de belopp varmed de beräknas inflyta.

Övriga tillgångar och skulder har upptagits till anskaffningsvärden där inget annat anges.

Periodisering av inkomster och utgifter har skett enligt god redovisningssed.

#### Intäktsredovisning

Intäkter har tagits upp till verkligt värde av vad som erhållits eller kommer att erhållas och redovisas i den omfattning det är sannolikt att de ekonomiska fördelarna kommer att tillgodogöras bolaget och intäkterna kan beräknas på ett tillförlitligt sätt.

#### Nyckeltalsdefinitioner

Nettoomsättning

Rörelsens huvudintäkter, fakturerade kostnader, sidointäkter samt intäktskorrigeringar.

Resultat efter finansiella poster

Resultat efter finansiella intäkter och kostnader, men före extraordinära intäkter och kostnader.

Soliditet (%)

Justerat eget kapital (eget kapital och obeskattade reserver med avdrag för uppskjuten skatt) i procent av balansomslutning.

## Noter

### Not 1 Anställda och personalkostnader

	2012-05-01 -2013-04-30	2011-05-01 -2012-04-30
<b>Medelantalet anställda</b>		
Kvinnor	6	3
Män	4	1
	<b>10</b>	<b>4</b>
<b>Löner och andra ersättningar samt sociala kostnader inklusive pensionskostnader</b>		
Löner och andra ersättningar	1 968 602	329 666
Sociala kostnader och pensionskostnader	441 379	79 565
<b>Totala löner, andra ersättningar, sociala kostnader och pensionskostnader</b>	<b>2 409 981</b>	<b>409 231</b>

### Not 2 Avskrivningar och nedskrivningar

Anläggningstillgångar skrivs av enligt plan över den förväntade nyttjandeperioden med hänsyn till väsentligt restvärde. Följande avskrivningsprocent tillämpas:

#### Materiella anläggningstillgångar

Inventarier, verktyg och installationer 20 %

### Not 3 Inventarier, verktyg och installationer

	2013-04-30	2012-04-30
Inköp	135 000	0
<b>Utgående ackumulerade anskaffningsvärden</b>	<b>135 000</b>	<b>0</b>
Årets avskrivningar	-27 000	0
<b>Utgående ackumulerade avskrivningar</b>	<b>-27 000</b>	<b>0</b>
<b>Utgående redovisat värde</b>	<b>108 000</b>	<b>0</b>

0,00

#### Not 4 Andra långfristiga fordringar

	2013-04-30	2012-04-30
Ingående anskaffningsvärden	100 000	120 000
Avgående fordringar	0	-20 000
<b>Utgående ackumulerade anskaffningsvärden</b>	<b>100 000</b>	<b>100 000</b>
<b>Utgående redovisat värde</b>	<b>100 000</b>	<b>100 000</b>

Spärrkonto hos Gothia Financial Group AB.

#### Not 5 Förändring av eget kapital

Antal aktier: 1 020

	Aktie- kapital	Balanserat resultat	Årets resultat
Belopp vid årets ingång	102 000	497	1 188 693
Disposition enligt beslut av årets årsstämma:		1 188 693	-1 188 693
Återbetalning aktieägartillskott		-345 000	
Årets resultat			3 845 917
<b>Belopp vid årets utgång</b>	<b>102 000</b>	<b>844 190</b>	<b>3 845 917</b>

Göteborg 1 / 7 2013



Oscar Berggren  
Verkställande direktör



Niclas Tapper

#### Revisorspåteckning

Min revisionsberättelse har lämnats 1 / 7 - 2013



Robert Albertson  
Auktoriserad revisor

## Revisionsberättelse

**Till årsstämman i Positiv Pension i Sverige AB**  
Org.nr 556791-9856

### Rapport om årsredovisningen

Jag har utfört en revision av årsredovisningen för Positiv Pension i Sverige AB för räkenskapsåret 2012-05-01 - 2013-04-30.

#### *Styrelsens och verkställande direktörens ansvar för årsredovisningen*

Det är styrelsen och verkställande direktören som har ansvaret för att upprätta en årsredovisning som ger en rättvisande bild enligt årsredovisningslagen och för den interna kontroll som styrelsen och verkställande direktören bedömer är nödvändig för att upprätta en årsredovisning som inte innehåller väsentliga felaktigheter, vare sig dessa beror på oegentligheter eller på fel.

#### *Revisorns ansvar*

Mitt ansvar är att uttala mig om årsredovisningen på grundval av min revision. Jag har utfört revisionen enligt International Standards on Auditing och god revisionssed i Sverige. Dessa standarder kräver att jag följer yrkesetiska krav samt planerar och utför revisionen för att uppnå rimlig säkerhet att årsredovisningen inte innehåller väsentliga felaktigheter.

En revision innefattar att genom olika åtgärder inhämta revisionsbevis om belopp och annan information i årsredovisningen. Revisorn väljer vilka åtgärder som ska utföras, bland annat genom att bedöma riskerna för väsentliga felaktigheter i årsredovisningen, vare sig dessa beror på oegentligheter eller på fel. Vid denna riskbedömning beaktar revisorn de delar av den interna kontrollen som är relevanta för hur bolaget upprättar årsredovisningen för att ge en rättvisande bild i syfte att utforma granskningsåtgärder som är ändamålsenliga med hänsyn till omständigheterna, men inte i syfte att göra ett uttalande om effektiviteten i bolagets interna kontroll. En revision innefattar också en utvärdering av ändamålsenligheten i de redovisningsprinciper som har använts och av rimligheten i styrelsens och verkställande direktörens uppskattningar i redovisningen, liksom en utvärdering av den övergripande presentationen i årsredovisningen.

Jag anser att de revisionsbevis jag har inhämtat är tillräckliga och ändamålsenliga som grund för mina uttalanden.

#### *Uttalanden*

Enligt min uppfattning har årsredovisningen upprättats i enlighet med årsredovisningslagen och ger en i alla väsentliga avseenden rättvisande bild av Positiv Pension i Sverige ABs finansiella ställning per den 2013-04-30 och av dess finansiella resultat för året enligt årsredovisningslagen. Förvaltningsberättelsen är förenlig med årsredovisningens övriga delar.

Jag tillstyrker därför att årsstämman fastställer resultaträkningen och balansräkningen.

## Rapport om andra krav enligt lagar och andra författningar

Utöver min revision av årsredovisningen har jag även utfört en revision av förslaget till dispositioner beträffande bolagets vinst eller förlust samt styrelsens och verkställande direktörens förvaltning för Positiv Pension i Sverige AB för räkenskapsåret 2012-05-01 - 2013-04-30.

### *Styrelsens och verkställande direktörens ansvar*

Det är styrelsen som har ansvaret för förslaget till dispositioner beträffande bolagets vinst eller förlust, och det är styrelsen och verkställande direktören som har ansvaret för förvaltningen enligt aktiebolagslagen.

### *Revisorns ansvar*

Mitt ansvar är att med rimlig säkerhet uttala mig om förslaget till dispositioner beträffande bolagets vinst eller förlust och om förvaltningen på grundval av min revision. Jag har utfört revisionen enligt god revisionsd i Sverige.

Som underlag för mitt uttalande om styrelsens förslag till dispositioner beträffande bolagets vinst eller förlust har jag granskat om förslaget är förenligt med aktiebolagslagen.

Som underlag för mitt uttalande om ansvarsfrihet har jag utöver min revision av årsredovisningen granskat väsentliga beslut, åtgärder och förhållanden i bolaget för att kunna bedöma om någon styrelseledamot eller verkställande direktören är ersättningskyldig mot bolaget. Jag har även granskat om någon styrelseledamot eller verkställande direktören på annat sätt har handlat i strid med aktiebolagslagen, årsredovisningslagen eller bolagsordningen.

Jag anser att de revisionsbevis jag har inhämtat är tillräckliga och ändamålsenliga som grund för mina uttalanden.

### *Uttalanden*

Jag tillstyrker att årsstämman disponerar vinsten enligt förslaget i förvaltningsberättelsen och beviljar styrelsens ledamöter och verkställande direktören ansvarsfrihet för räkenskapsåret.

Göteborg den 17 - 2013



Robert Albertson  
Auktoriserad revisor

Protokoll fört vid årsstämma med aktieägarna i  
Positiv Pension i Sverige AB, org. nr. 556791-  
9856, den 2 juli 2013, per capsulam.

<b>Deltagande aktieägare:</b>	<b>Antal aktier:</b>	<b>Antal röster:</b>
Assume Holding AB genom Niclas Tapper	510	510
Dynamiq Creation AB genom Henrik Jacobsson	510	510
<b>Summa:</b>	<b>1 020</b>	<b>1 020</b>

**1 STÄMMANS ÖPPNANDE**

Stämman förklarades öppnad av Niclas Tapper.

**2 VAL AV ORDFÖRANDE**

Niclas Tapper valdes till ordförande vid stämman.

**3 VAL AV PROTOKOLLFÖRARE OCH JUSTERINGSMÄN**

Niclas Tapper valdes till protokollförare och Henrik Jacobsson till justeringsman vid stämman.

**4 GODKÄNNANDE AV RÖSTLÄNGD**

Ovanstående förteckning över närvarande aktieägare godkändes som röstlängd.

**5 DAGORDNING**

Dagordningen godkändes.

**6 PRÖVNING AV OM BOLAGSSTÄMMAN BLIVIT BEHÖRIGEN SAMMANKALLAD**

Då samtliga aktieägare var representerade vid stämman förklarade sig stämman beslutför trots att kallelse inte skett i behörig ordning.

**7 ARSREDOVISNING OCH REVISIONSBERÄTTELSE**

Årsredovisning och revisionsberättelse för räkenskapsåret 2012-05-01 till 2013-04-30 framlades.

**8 FASTSTÄLLELSE AV RESULTAT- OCH BALANSRÄKNING**

Stämman beslutade fastställa den framlagda resultat- och balansräkningen.

**9 DISPOSITIONER BETRÄFFANDE BOLAGETS RESULTAT**

I enlighet med styrelsens förslag beslutade stämman att bolagets vinstmedel, enligt ovan fastställd balansräkning skall balanseras i ny räkning.

**10 PRÖVNING OM ANSVARSFRIHET**

Stämman beslutade att bevilja styrelseledamöterna och verkställande direktör ansvarsfrihet för räkenskapsåret 2012-05-01 till 2013-04-30.

**11 FASTSTÄLLANDE AV ANTAL STYRELSELEDAMÖTER OCH STYRELSESUPPLEANTER**

För tiden intill slutet av nästa årsstämma fastställde stämman antalet styrelseledamöter till två samt antalet styrelsesuppleanter till en.

**12 VAL AV STYRELSELEDAMÖTER**

Beslutas att för tiden intill nästa årsstämma till utse följande personer:

Styrelseledamöter:

Oscar Berggren

Niclas Tapper

Styrelsesuppleant:

Christoffer Persson

**13 STYRELSENS ARVODE**

Stämman fastställde att arvode för styrelseledamöterna inte skall utgå. Arvode till revisorerna skall utgå enligt löpande räkning.

**14 VAL AV REVISOR**

För tiden intill slutet av nästa årsstämma valde stämman till:

Revisionsbolag/revisor: Moore Stephens Ranby AB / Robert Albertsson

**15 BEMYNDIGANDE**

Styrelsen eller den styrelsen i sitt ställe förordnar bemyndigas att vidta de smärre justeringar i de beslut som kan visas erforderliga bl. a. i samband med registrering av behandlade ärenden hos Bolagsverket.

**16 BOLAGSSTÄMMANS AVSLUTANDE**

Sedan det konstaterats att inga övriga ärenden fanns att behandla, förklarade ordföranden stämman avslutad.

---

Vid protokollet

Justeras



Niclas Tapper



Henrik Jacobsson

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (“Agreement”) is made and entered into as of the first (1<sup>st</sup>) 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. Purchase Price.**

(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 form 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 form 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 form 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: (\_\_\_\_\_) \_\_\_\_\_

**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

Tel (direkt): +46 (0)8 407 24 12  
Fax (direkt): +46 (0)8 407 24 40  
E-post: johan.gregow@ashurst.com

Ashurst Advokatbyrå AB  
Jakobsgatan 6  
Box 7124  
SE-103 87 Stockholm

Stockholm den 5 juli 2013

Tel +46 (0)8 407 24 00  
Fax +46 (0)8 407 24 40

www.ashurst.com

Org.nr 556579-6439 Säte Stockholm

## PER POST OCH E-MAIL

Positiv Pension i Sverige AB  
Att: Styrelsen och VD  
Stora Badhusgatan 18, 4 tr  
411 21 Göteborg

samt till adress

Positiv Pension i Sverige AB  
Att: Styrelsen och VD  
Vädursgatan 5  
412 50 Göteborg

Nuvarande och tidigare styrelseledamöter i  
Positiv Pension i Sverige AB samt tidigare och  
befintliga ägare enligt sändlista



## Reklamation och skadeståndskrav med anledning av brott mot samarbetsavtal

Vi företräder Scientia Fund Management AB ("**Scientia**") i detta ärende och får härmed framföra följande.

Scientia och Positiv Pension i Sverige AB ("**Positiv Pension**") ingick den 16 maj 2012 ett samarbetsavtal ("**Avtalet**"), [bilaga 1](#). Enligt Avtalet har Positiv Pension åtagit sig att exklusivt rekommendera Scientias fond för sina medlemmar och således verka för att medlemmarna förvärvar andelar i den aktuella fonden, se punkten 4.1 i Avtalet. Avtalet utesluter således att Positiv Pension skulle ha rätt att rekommendera någon annan fond. Åtagandet gäller under hela avtalstiden om tre år.

De tidigare ägarna av Positiv Pension har överlåtit bolaget till bolaget ABS Investment Group LLC. Vidare har Positiv Pension överlåtit medlemmarna till Strategi Placering i Sverige AB ("**Strategi Placering**"). Syftet med överlåtelsen av medlemmarna är uppenbarligen att dessa ska byta fondinnehaven till annan fond som Strategi Placering rekommenderar. Den aktuella fonden är Optimus High Yield som förvaltas av fondbolaget Optimus Fonder.

Överlåtelsen av medlemmarna till Strategi Placering är ett uppenbart brott mot Avtalet. Överlåtelsen motverkar på ett kvalificerat sätt syftet med Avtalet och strider även mot enskilda bestämmelser i Avtalet, däribland punkten 4.1. Överlåtelsen syftar nämligen till att medlemmarna ska sälja sina andelar i Scientias fond och istället köpa andelar i annan fond (se ovan). Förfarandet är uppenbart illojalt och så grovt att personligt betalningsansvar för inblandade personer kan uppkomma.

Scientia håller Positiv Pension fullt skadeståndsskyligt för all skada som uppkommer p.g.a. avtalsbrottet. Vidare vill Scientia framhålla att detta upplägg inte kan ha skett utan en aktiv medverkan av de tidigare ägarna och dess tidigare styrelse medförande att ett ansvargenombrott kan föreligga medförande ett personligt betalningsansvar för inblandade personer. Scientia förbehåller sig således rätten att kräva ersättning av inblandade individer personligen, dvs. tidigare och befintliga styrelseledamöter i Positiv Pension samt tidigare och befintlig ägare av Positiv

AUSTRALIA BELGIUM CHINA FRANCE GERMANY HONG KONG SAR INDONESIA (ASSOCIATED OFFICE) ITALY JAPAN PAPUA NEW GUINEA  
SAUDI ARABIA SINGAPORE SPAIN SWEDEN UNITED ARAB EMIRATES UNITED KINGDOM UNITED STATES OF AMERICA

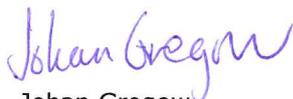
Ashurst Advokatbyrå AB, org.nr 556579-6439, är dotterbolag till Ashurst LLP (limited liability partnership) som är ett engelskt bolag registrerat i England och Wales. Ashurst LLP, Ashurst Australien eller dess dotterbolag har kontor i länderna listade ovan.

Pension samt eventuella övriga inblandade personer, som är angivna (dock eventuellt inte samtliga) i bilagd sändlista, bilaga 2. Anspråken kommer att specificeras senare.

Det kan emellertid redan i detta skede anföras att skadeståndsanspråket kommer att bli omfattande. Detta mot bakgrund av att det uppdagats att under de senaste fyra handelsdagarna har det inom ramen för Premiensionsmyndigheten skett försäljningar av Scientias fond till ett värde av cirka SEK 517 miljoner, vilket motsvarar cirka 19 procent av fondens storlek.

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Vänliga hälsningar  
**ASHURST ADVOKATBYRÅ AB**

  
Johan Gregow

  
Carl Rother-Schirren

## SAMARBETSAVTAL

Detta samarbetsavtal ("**Avtalet**") har ingåtts denna dag mellan:

- (1) Scientia Fund Management AB, org. nr. 556739-2849, med registrerad adress på Engelbrektsgratan 26, 411 37 Göteborg ("**Scientia**"); och
- (2) Positiv Pension i Sverige AB, org.nr. 556791-9856, med registrerad adress på Vädursgatan 5, 412 50 Göteborg ("**Positiv Pension**").

Envar av Scientia och Positiv Pension benämns i det följande även "**Part**", och gemensamt "**Parterna**".

### 1. BAKGRUND

- 1.1 Scientia är ett svenskt aktiebolag som erhållit tillstånd att bedriva fondverksamhet enligt lagen (2004:46) om investeringsfonder. Scientia avser att starta en ny värdepappersfond, vilken skall vara en för ett samarbete med Positiv Pension särskilt upprättad matarfond med ett globalt placeringsuniversum som investerar i övriga av Scientia förvaltade fonder och som vidare skall vara valbar hos Pensionsmyndigheten ("**Fonden**"). För att tillgodose den globala placeringsinriktningen avser Scientia att starta en eller flera nya värdepappersfonder i vilka Fonden placerar.
- 1.2 Positiv Pension är ett svenskt aktiebolag vars verksamhet bl.a. omfattar att till medlemmar i sin organisation tillhandahålla generella investeringsförslag avseende pensionssparande.
- 1.3 Parterna har kommit överens om att samarbeta på de villkor som framgår nedan för att främja Fonden, och att därför dela på de Nettointäkter som Fonden genererar enligt vad som anges i punkt 6 i detta Avtal.

### 2. DEFINITIONER

- 2.1 I detta Avtal skall följande uttryck ges följande innebörd:

"**Fondbestämmelser**" skall betyda Fondens från tid till annan registrerade fondbestämmelser.

"**Fonden**" har den betydelse som angivits i punkt 1.1.

"**Fondstart**" betyder det första datum då Fonden, efter att ha erhållit tillstånd därtill från Finansinspektionen, är öppen för teckning av Fondandelar.

"**Nettointäkter**" skall betyda de nettointäkter som Scientia erhåller från Fonden (efter avdrag för från tid till annan tillämpliga avgifter till Pensionsmyndigheten), såväl i form av fast avgift som rörlig ersättning.

"**Nya Förvaltaren**" har den betydelse som angivits i punkt 9.2.

"**Part**", "**Parter**" har den betydelse som angivits i ingressen till detta Avtal.

"**Positiv Pension**" har den betydelse som angivits i ingressen till detta Avtal.

"**Scientia**" har den betydelse som angivits i ingressen till detta Avtal.

### **3. FONDEN OCH SAMARBETET**

- 3.1 Scientia skall verka för att så snart som möjligt erhålla tillstånd från Finansinspektionen att bedriva Fonden.
- 3.2 Positiv Pension skall aktivt verka för att så snart som möjligt i anslutning till Fondstarten förmå så många av sina medlemmar som möjligt att investera i Fonden.
- 3.3 Parterna skall, enligt de närmare bestämmelserna som anges i detta Avtal, samarbeta för att Fonden skall attrahera ett stort kapital från en stor mängd investerare.

### **4. POSITIV PENSIONS ÅTAGANDE**

- 4.1 Positiv Pension åtar sig att, efter Fondstarten och under detta Avtals giltighetstid, med avseende på placeringar av pensionsmedel inom Pensionsmyndighetens system, exklusivt rekommendera investeringar i Fonden, såväl till sina medlemmar som generellt (varvid Positiv Pension inte skall rekommendera investeringar i andra fonder eller andra typer av placeringar). Positiv Pension skall vid uppfyllandet av sina förpliktelser enligt detta Avtal alltid iaktta högsta branschstandard.
- 4.2 Positiv Pension skall hantera eventuella klagomål från kunder som berör Fonden eller Scientia på ett snabbt och professionellt sätt. Positiv Pension skall vidare, på begäran av Scientia, på ett snabbt och professionellt sätt hantera eventuella klagomål som rör Positiv Pensions marknadsföring men som framförts till Scientia.
- 4.3 Positiv Pension skall vid var tid inneha samtliga de tillstånd, samt ha gjort varje anmälan eller registrering hos myndighet, som krävs för Positiv Pensions fullgörande av sina åtaganden enligt detta Avtal.
- 4.4 Positiv Pension skall ge alla samtycken och vidta alla andra åtgärder som rimligen kan krävas för att ge Scientia rätten att använda orden "Positiv Pension" både som namn (eller del av namn) på Fonden och vid marknadsföring av Fonden. Denna rätt skall bestå under detta Avtals giltighetstid, samt under sådan tid efter Avtalets upphörande som krävs för att Scientia skall kunna genomföra nödvändiga ändringar av Fondbestämmelserna.

### **5. INFORMATION OCH MARKNADSFÖRING**

- 5.1 Part får inte, utan skriftligt samtycke från den andra Parten, använda den andra Partens namn eller varumärke vid sina marknadsföringsaktiviteter.
- 5.2 Informationsmaterial upprättat av Positiv Pension som berör Scientia eller Fonden skall, innan det distribueras, tillställas Scientia för godkännande.
- 5.3 Allt material och all information om Scientia eller Fonden som förmedlas av Positiv Pension skall ge en positiv bild av såväl Scientia som Fonden.

### **6. INTÄKTSDELNING**

- 6.1 Positiv Pension skall, under detta Avtals giltighetstid, äga rätt till en del av de Nettointäkter som Scientia erhåller (varvid den del av Nettointäkterna som är hänförlig till fast avgift respektive rörlig ersättning skall beräknas var för sig. Storleken på Positiv Pensions andel är beroende av Fondens fondförmögenhet från tid till annan, och bestäms enligt följande:

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Fondförmögenhet (miljoner kronor)	Positiv Pensions andel av fast avgift	Positiv Pensions andel av rörlig ersättning
Upp till 1 000	50,00 %	50,00 %
1 000 upp till 2 000	60,00 %	40,00 %
2 000 upp till 3 000	70,00 %	30,00 %
3 000 upp till 4 000	72,50 %	25,00 %
4 000 upp till 5 000	75,00 %	25,00 %
5 000 eller mer	75,00 %	25,00 %

- 6.2 Vid bestämmande av hur stor del av Nettointäkterna som för viss månad skall anses hänförliga till fast avgift respektive rörlig ersättning, skall avdragna kostnader allokteras *pro rata* i förhållande till storleken av intäkter hänförliga till respektive ersättningsform. Som illustrerande exempel: om två tredjedelar av Scientias intäkter från Fonden viss månad utgörs av fast ersättning, skall två tredjedelar av kostnaderna för avgifter till Pensionsmyndigheten hänförliga till denna månad anses belasta intäkterna från den fasta avgiften.
- 6.3 Till grund för bestämmandet av storleken på Positiv Pensions andel av Nettointäkterna för viss månad enligt punkt 6.1 ovan skall läggas den genomsnittliga fondförmögenheten under aktuell månad.
- 6.4 Positiv Pensions rätt till intäktsdelning gäller från första kronan. Utbetalning av Positiv Pensions andel av Nettointäkterna skall ske senast sju (7) bankdagar efter den dag då Scientia erhållit aktuella Nettointäkter från Fonden. Scientia skall, i samband med utbetalningen, tillställa Positiv Pension en rapport utvisandes beräkningen av aktuell månads Nettointäkter.
- 6.5 Positiv Pension skall ha rätt att, högst en (1) gång per kalenderkvartal, själva eller genom sin registrerade revisor granska underlag från Pensionsmyndigheten samt sådant därtill relaterat material som är nödvändigt för att verifiera Scientias beräkningar av Nettointäkter avseende tidigare utbetalade belopp, så långt som tillämpliga avtal med Pensionsmyndigheten tillåter. Positiv Pension skall i god tid före önskad tidpunkt framställa begäran härom, och aktuella handlingar skall om särskilda skäl ej föreligger hållas tillgängligt i Scientias affärslokaler (eller annan av Scientia skäligen anvisad plats) senast två (2) veckor efter att Positiv Pension givit Scientia meddelande om att man önskar granska materialet. Granskning skall ske under normal kontorstid, och skall göras på ett sätt som ej stör Scientias dagliga verksamhet. Till undvikande av tvivel omfattas samtlig information som lämnas av Scientia i anslutning till Positiv Pensions granskning enligt denna punkt 6.5 av sekretessåtagandet under punkt 10 nedan.
- 6.6 För det fall de Nettointäkter som Scientia erhållit under visst år visar sig oriktiga, t.ex. i det fall avgiften till Pensionsmyndigheten revideras i efterhand, skall justering för detta göras mellan Parterna. Sådan justering skall göras per den 31 december, och sker genom att Scientia justerar nästkommande utbetalning(ar) till Positiv Pension.

## 7. INITIAL INTÄKTSDELNING OCH CATCH-UP

- 7.1 Parterna är överens om att de första 2 400 000 kronorna av de Nettointäkter som Scientia erhåller skall, med avvikelse från punkt 6 ovan, fördelas mellan Parterna enligt följande:

*Handwritten signature and initials*

- (a) Först skall Scientia erhålla 100 % av Nettointäkterna, till dess att Scientia erhållit 900 000 kronor.
  - (b) Därefter skall Positiv Pension erhålla 80 % av Nettointäkterna (och Scientia erhålla 20 % av Nettointäkterna), till dess att Positiv Pension erhållit 1 200 000 kronor (och Scientia erhållit 300 000 kronor).
- 7.2 Till undvikande av tvivel skall Nettointäkterna därefter, när Parterna erhållit 1 200 000 kronor vardera i enlighet med punkt 7.1 ovan, delas mellan Parterna i enlighet med punkt 6 ovan.

## **8. AVTALSPERIOD**

- 8.1 Detta Avtal träder i kraft på dagen för Avtalets undertecknande av båda Parter och gäller under en initial period fram till dess att tre (3) år förflutit från Fondstarten.
- 8.2 Om Avtalet inte sagts upp i enlighet med punkt 8.3 nedan, förlängs Avtalet löpande med perioder om tre (3) år i taget till dess att Avtalet sägs upp i enlighet med punkt 8.3 nedan.
- 8.3 Uppsägning av Avtalet skall ske skriftligen. Avtalet kan sägas upp till upphörande vid utgången av någon av perioderna enligt punkt 8.1 och 8.2 ovan, med beaktande av en uppsägningstid om sex (6) månader.
- 8.4 Skulle Finansinspektionen av någon anledning inom sex (6) månader från dagen för detta Avtal inte ha beviljat Scientia tillstånd att bedriva Fonden, skall vardera Parten äga rätt att med omedelbar verkan säga upp detta Avtal, utan hinder av någon annan bestämmelse i detta Avtal och utan att den andra Parten skall ha någon rätt att framställa krav eller anspråk i anledning av detta.
- 8.5 Oaktat punkterna 8.1-8.3 ovan, äger vardera Parten rätt att säga upp detta Avtal till omedelbart upphörande, i händelse av att den andra Parten gör sig skyldig till ett väsentligt brott mot detta Avtal. Utan begränsning av det föregående skall väsentligt avtalsbrott anses föreligga om Part försätts i konkurs, upptar ackordsförhandling, träder i likvidation eller på annat sätt skäligen kan antas ha kommit på obestånd.

## **9. FONDENS UPPHÖRANDE**

- 9.1 Positiv Pension accepterar att Scientia kan komma att vilja avsluta Fonden. Scientia skall därför ha rätt att, efter eget gottfinnande och oaktat punkt 8 ovan, när som helst med beaktande av fyra (4) månaders uppsägningstid avsluta Fonden och därmed säga upp detta Avtal till upphörande.
- 9.2 Om Positiv Pension, efter det att Scientia givit meddelande om uppsägning enligt punkt 9.1 ovan men innan uppsägningstiden löpt ut, anvisar en tredje part att utses till ny fondförvaltare för Fonden ("**Nya Förvaltaren**"), och om utseendet av Nya Förvaltaren inte vore oskäligt för Scientia, skall Scientia ej äga rätt att avsluta Fonden. Parterna skall då gemensamt verka för att Nya Förvaltaren registreras som fondförvaltare för Fonden. Om Nya Förvaltaren inte blivit registrerad som fondförvaltare för Fonden inom tre (3) månader från det datum då Positiv Pension givit meddelande till Scientia enligt denna punkt 9.2, äger Scientia ändock rätt att efter fritt skön avsluta Fonden och därmed säga upp detta Avtal till omedelbart upphörande.
- 9.3 Oaktat punkterna 9.1 och 9.2 ovan skall Scientia äga rätt att, om så skulle krävas på grund av tillämplig lag eller författning eller på grund av myndighetsbeslut, när som helst avsluta Fonden och därmed säga upp detta Avtal till omedelbart upphörande.

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9.4 Parterna accepterar att ingendera Parten skall äga rätt att framställa några krav eller anspråk på den andra Parten i anledning av detta Avtal för det fall Scientia säger upp detta Avtal med stöd av punkt 9.1.

## 10. SEKRETESS

10.1 Med "**Konfidentiell Information**" avses i detta Avtal varje uppgift - teknisk, kommersiell eller av annan art - som utlämnas inom ramen för Parternas samarbete enligt detta Avtal, oavsett om uppgiften dokumenterats eller inte, med undantag för uppgifter som är eller blir allmänt kända eller som kommit eller kommer till allmän kannedom på annat sätt än genom Parts brott mot bestämmelse i detta Avtal. Konfidentiell Information inkluderar, men är inte begränsat till:

(a) material som producerats av mottagande Part, i vilket material Konfidentiell Information ingår, samt

(b) information om bestämmelserna i detta Avtal.

10.2 Konfidentiell Information får inte utan den andra Partens skriftliga godkännande yppas av mottagande Part till tredje man. Konfidentiell Information får yppas enbart till sådana anställda och rådgivare som behöver få tillgång till informationen i syfte att främja mottagande Parts fullgörande av sina skyldigheter under detta Avtal. Parterna skall också tillse att dessa anställda och rådgivare förbinder sig att iaktta sekretess i enlighet med bestämmelserna i detta Avtal.

10.3 Utan hinder av det som ovan nämnts har Part eller koncernbolag till Part (vilket även innefattar utländska motsvarigheter till koncernbolag) rätt att avslöja Konfidentiell Information på begäran av domstol, annan myndighet, börs eller auktoriserad marknadsplats om Parten eller koncernbolaget är skyldigt att lämna informationen enligt tillämplig lag, författning eller regler hos börsen eller den auktoriserade marknadsplatsen.

10.4 Blir Part eller koncernbolag till Part tvungen att enligt punkt 10.3 ovan avslöja Konfidentiell Information, skall Part utan dröjsmål och innan sådant avslöjande sker, skriftligen meddela den andra Parten därom, samt även vidta rimliga åtgärder för att i möjligaste mån skydda den andra Partens intressen.

10.5 Bestämmelserna i denna punkt 10 gäller utan begränsning i tiden.

## 11. ÖVRIGT

11.1 Detta Avtal får ej överlåtas till tredje part utan skriftligt godkännande från den andra Parten.

11.2 Detta Avtal utgör Parternas fullständiga reglering av alla frågor som Avtalet berör och ersätter samtliga skriftliga eller muntliga åtaganden, utfästelser och överenskommelser som föregått detta Avtal.

11.3 Parterna har diskuterat möjligheten att attrahera ytterligare kapital till Fonden i form av tjänstepensionsavsättningar eller andra pensionslösningar. Parterna har för avsikt att utvärdera möjligheten till ett framtida samarbete kring detta. Ett sådant samarbete skall vara föremål för särskild överenskommelse mellan Parterna.

11.4 För det fall bindande myndighetsbeslut eller ändrad lagstiftning skulle få till innebörd att detta Avtal helt eller delvis blir ogiltigt eller att Parternas samarbete under detta Avtal i icke oväsentlig omfattning försvåras eller förhindras, skall Parterna gemensamt söka få till stånd en lämplig och för Parterna kommersiellt acceptabel justering av Avtalet.

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## 12. TILLÄMPLIG LAG OCH TVISTER

- 12.1 På detta Avtal skall svensk lag tillämpas.
- 12.2 Tvist i anledning av detta Avtal skall slutligt avgöras genom skiljedom administrerat vid Stockholms Handelskammars Skiljedomsinstitut ("**Institutet**").
- 12.3 Institutets Regler för Förenklat Skiljeförfarande skall gälla om inte Institutet med beaktande av målets svårighetsgrad, tvisteföremålets värde och övriga omständigheter bestämmer att Reglerna för Stockholms Handelskammars Skiljedomsinstitut skall tillämpas på förfarandet. I sistnämnda fall skall Institutet också bestämma om skiljenämnden skall bestå av en eller tre skiljemän.
- 12.4 Skiljeförfarandet skall äga rum i Göteborg.
- 12.5 Parterna åtar sig att behandla all information som framkommer under sådant skiljeförfarande strikt konfidentiellt. Detta åtagande omfattar all information som framkommer under sådant skiljeförfarande, såväl som beslut som fattas eller dom som avkunnas under förfarandet. Information som omfattas av detta åtagande får inte av någon Part avslöjas för tredje man utan den andre Partens föregående skriftliga godkännande. Part eller koncernbolag till Part (vilket även omfattar utländska motsvarigheter till koncernbolag) skall dock ha rätt att avslöja sådan information för att på bästa sätt kunna tillvarata sin rätt i samband med tvisten, eller på begäran av domstol, annan myndighet, börs eller auktoriserad marknadsplats, om Parten eller koncernbolaget är skyldigt att lämna informationen enligt tillämplig lag, författning eller regler hos börsen eller den auktoriserade marknadsplatsen.

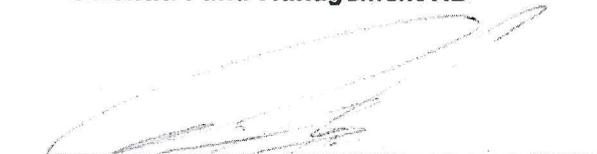
O.B. S. J. K.

Detta Avtal har upprättats i två (2) likalydande exemplar, av vilka Parterna har tagit var sitt exemplar.

Göteborg den 16 maj 2012

(Ort och datum)

**Scientia Fund Management AB**



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Erik Lidén, verkställande direktör

Göteborg den 16 maj 2012

(Ort och datum)

**Positiv Pension i Sverige AB**



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Oscar Berggren, verkställande direktör



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Staffan Gavel, ordförande



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Niclas Tapper

## Bilaga 2

Sändlista reklamation och skadeståndskrav av den 5 juli 2013-07-05

Positiv Pension i Sverige AB  
Att: Styrelsen och VD  
Stora Badhusgatan 18, 4 tr  
411 21 Göteborg

Positiv Pension i Sverige AB  
Att: Styrelsen och VD  
Vädursgatan 5  
412 50 Göteborg

### **Tidigare ställföreträdare Positiv Pension i Sverige AB**

Oscar Berggren  
Nilssonsberg 29  
411 43 Göteborg

Niclas Tapper  
Krafrunegatan 36  
423 46 Torslanda

Kjell Christoffer Persson  
Bangårdsgatan 21  
411 12 Göteborg

### **Nuvarande ställföreträdare Positiv Pension i Sverige AB**

Jelena Saalismaa  
c/o Markus Grundström  
Bjurholmsplan 29  
116 63 Stockholm

Yee-Chow Chang  
c/o Crown Brand Corporation (HK) Limited  
Rooms 05-15, L3A/F, South Tower, World Finance Centre, Harbour City  
17 Canton Road. Tsim Sha Tsui, Kowloon, Hong Kong  
China

### **Tidigare aktieägare Positiv Pension i Sverige AB**

Box Alright AB  
c/o Contrado Affärsutveckling AB  
Att: Styrelsen och VD  
Box 306  
851 05 Sundsvall

Assume Holding AB  
Att: Styrelsen och VD  
Vädursgatan 5  
412 50 Göteborg

Dynamic Creation AB  
c/o Anders Jarlborg  
Att: Styrelsen och VD  
Källängsgatan 22  
426 79 Västra Frölunda

**Nuvarande aktieägare Positiv Pension i Sverige AB**

ABS Investment Group LLC  
707 Broadway Fl 18  
San Diego, CA 92101  
USA

**[Craig Chang <cchang@absig.com>]**

Wed, 08/14/2013 07:01 PM

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**From:** [Craig Chang <cchang@absig.com>]

**To:** [ABS <mbishop@absig.com>]

**Subject:** CBC

ilee@cbclimited.com.hk

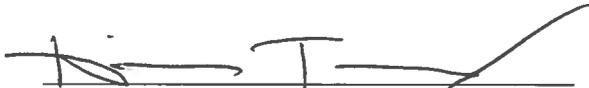
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ABS Investment Group LLC  
707 Broadway  
San Diego, CA 92101

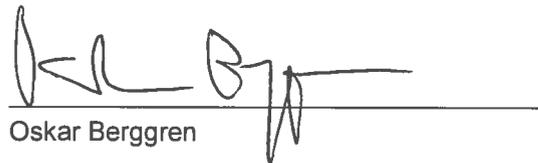
## LETTER OF CONFIRMATION

Assume Holding AB, 556913-1518, Vädursgatan 5, SE-412 50 Gothenburg, Sweden and Dynamiq Creation AB, 556861-9216 Kupeskärsgatan 63, SE-421 60 Västra Frölunda, Sweden, hereby confirm that they have no Knowledge<sup>1</sup> of any breach of the Seller's<sup>1</sup> Warranties<sup>1</sup> under the Agreement<sup>1</sup> between the Sellers<sup>1</sup> and ABS Investment Group LLC, EIN 26-2119490, 707 Broadway, San Diego, CA 92101 as of the date stated below.

Gothenburg, July 2, 2013



Niclas Tapper



Oskar Berggren

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<sup>1</sup>In accordance with the definition under the Share Purchase Agreement between Assume Holding AB, 556913-1518, Vädursgatan 5, SE-412 50 Gothenburg, Sweden and Dynamiq Creation AB, 556861-9216 Kupeskärsgatan 63, SE-421 60 Västra Frölunda, Sweden and ABS Investment Group LLC, EIN 26-2119490, 707 Broadway, San Diego, CA 92101

Positiv Pension i Sverige AB  
Att: Board of Directors  
Stora Badhusgatan 18  
411 21 Göteborg

**REQUEST FOR RESIGNATION**

The Board of Directors of Positiv Pension i Sverige AB, 556791-9856 hereby declares that they wish to resign and hereby confirms that none of them has any claim against the company or ABS Investment Group LLC, EIN 26-2119490, 707 Broadway, San Diego, CA 92101.

Gothenburg, July \_\_, 2013

  
\_\_\_\_\_  
Niclas Tapper

  
\_\_\_\_\_  
Oskar Berggren

  
\_\_\_\_\_  
Christoffer Persson

## GENERALFULLMAKT GENERAL POWER OF ATTORNEY

Härmed befullmäktigas var och en av Yee-Chow Chang, personnummer E122106364 och Jelena Saalismaa, personnummer 750516-5105, att självständigt och oinskränkt förvalta och företräda samtliga våra ekonomiska intressen i Sverige och utlandet samt att i övrigt företräda oss i alla avseenden. De befullmäktigade äger sålunda att å våra vägnar självständigt förhandla med myndigheter, privatpersoner och företag, att träffa avtal och ingå förbindelse, att utkvittera och uppbära medel samt att överhuvudtaget vidtaga alla åtgärder och handlingar vilka med laga verkan kan företas av oss själva. Ombudets laga åtgärder godkännes.

*By this power of attorney each one of Yee-Chow Chang, personal registration number E122106364 and Jelena Saalismaa, 750516-5105, are hereby appointed by us to be our attorneys to independently and in their absolute discretion manage and represent our commercial interests in Sweden and abroad and in general to act in our name and our behalf for all purposes. The attorneys are accordingly empowered in our name and on our behalf to liaise with any governmental or public body, private person and body corporate or unincorporate, to enter into any agreement or undertaking, to receipt and receive funds and generally to do all acts or things which could lawfully be done by us. Any legal acts of the attorneys are approved.*

Fullmakten är utfärdad med anledning av ägarförändring i Positiv Pension i Sverige AB, org. nr. 556791-9856. Fullmakten är tidsbegränsad till att gälla från och med denna dag till och med den dag då nya styrelseledamöter och firmatecknare har registrerats hos Bolagsverket som ersättare för nuvarande företrädare för bolaget.

*This power of attorney is issued following a change of ownership in Positiv Pension i Sverige AB, reg. no 556791-9856. This power of attorney is limited in time and shall come into force at the date hereof and shall expire on the date the new directors and authorised signatories are registered at the Swedish Companies Registration Office as replacements to the present officers of the company.*

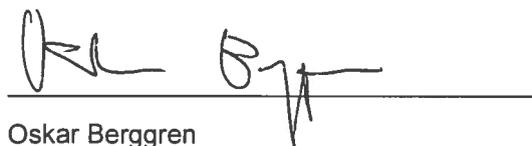
Göteborg den 2 juli 2013

### POSITIV PENSION I SVERIGE AB



Niclas Tapper

Styrelseledamot / Director



Oskar Berggren

Styrelseledamot / Director

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

A handwritten signature in black ink, appearing to read "Mark Bishop". The signature is stylized and written in a cursive-like font.

Mark Bishop

Crown Brand Corporation (HK) Limited

Address 1: Rooms 05-15, 13A/F., South Tower, World Finance Centre, Harbour City,  
17 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong

Address 2

Telephone: +852 8191 6911

[info@CBCLimited.com.hk](mailto:info@CBCLimited.com.hk)

[www.CBCLimited.com.hk](http://www.CBCLimited.com.hk)

Contact:

Mr. I-Ming Lee, Chairman and CEO

Tel: +852 8191 6911

Email: [crownbrandcorp@gmail.com](mailto:crownbrandcorp@gmail.com)

Accountant

General Business Description

Private equity holding company specializes in real estate and corporate investments.

Financial

請沿虛線剪下並將有效的商業/分行登記證展示在營業地點。

Please cut along the dotted line and display the valid business/branch registration certificate at business address.

表格 2 FORM 2		[第 5 條]
《商業登記條例》(第 310 章)		[regulation 5]
BUSINESS REGISTRATION ORDINANCE (Chapter 310)		
(商業登記規例)		
BUSINESS REGISTRATION REGULATIONS		
商業 / 分行登記證 Business / Branch Registration Certificate		
XXXXXXXXXX XXXXXXXXXX		
業務 / 法團所用名稱 Name of Business/ Corporation	致御有限公司 CROWN BRAND CORPORATION LIMITED	
業務 / 分行名稱 Business/ Branch Name	***** *****	
地址 Address	ROOMS 1102-1103 11/F KOWLOON BUILDING 555 NATHAN ROAD MONGKOK KL	
業務性質 Nature of Business	CORP	
法律地位 Status	BODY CORPORATE	
生效日期 Date of Commencement	屆滿日期 Date of Expiry	登記證號碼 Certificate No.
01/11/2012	31/10/2013	60552411-000-11-12-7
		登記費及徵費 Fee and Levy (APP)
		\$450
		(登記費 FEE = \$ 0)
		(徵費 LEVY = \$450)
請注意下列《商業登記條例》的規定：		Please note the following requirements of the Business Registration Ordinance:
1. 第 6(6)條規定任何業務獲發商業登記證或分行登記證，並不表示該業務或經營該業務的人或受僱於該業務的僱員已遵從有關的任何法律規定。	1. Section 6(6) provides that the issue of a business registration certificate or a branch registration certificate shall not be deemed to imply that the requirements of any law in relation to such business or to the persons carrying on the same or employed therein have been complied with.	
2. 第 12 條規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。	2. Section 12 provides that valid business registration certificate or valid branch registration certificate shall be displayed at every address where business is carried on.	
機印所示登記費及徵費收訖。 RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.		
IRDB101A (12/2010)	01/11/2012	287030538 \$450.00



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,

A handwritten signature in black ink, appearing to read 'Mark Bishop', written in a cursive style.

Mark Bishop  
ABS Investment Group

## SHARE PURCHASE AGREEMENT

### 1 PARTIES

1.1 This share purchase agreement (the “**Agreement**”) is entered into on July 1, 2013 between:

- (I) Crown Brand Corporation Limited, registration number 60552411-000-11-12-7, Rooms 05-15, 13A/F, South Tower, World Finance Centre, Harbour City, 17 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong (the “**Buyer**”); and
- (II) ABS Investment Group LLC, registration number 26-2119490, 707 Broadway, 18<sup>th</sup> Floor, San Diego, CA 92101 (the “**Seller**”);

1.2 The Seller 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 Seller owns all of the Shares.

2.2 The Seller has agreed to sell to the Buyer all shares in the Company and transfer its right, title, interest and obligations under this Agreement to the Buyer, and the Buyer has agreed to purchase all shares in the Company from the Seller, and additionally assume all right, title, interest and obligations of Seller under this Agreement.

### 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 8.2.1.
- “**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.



II

- “Bank Account”** means the Seller denominated account with the following specifications and allocation:  
TBD by Seller.
- “Business Day”** means a day on which banks are open for business in USA (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) 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 1, 2013;
- “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.
- “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;
- “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 Seller of any of the Warranties set forth in Section 9.

<b>“Preliminary Verified Purchase Price”</b>	means the aggregated amount equivalent of one and eighty-five hundredths (1,85%) of the total balance of the PPM investments of the Unverified Clients on Signing Date.
<b>“Purchase Price”</b>	means the Verified Purchase Price and the Recovery Purchase Price.
<b>“Record Day”</b>	means July 31, 2013.
<b>“Recovery Period”</b>	means a period following Closing Date and up to and including July 31, 2013.
<b>“Seller’s Knowledge”</b>	facts and circumstances which the Seller have actual knowledge of or reasonably should have knowledge of at Closing Date.
<b>“Shareholders”</b>	means Seller.
<b>“Signing Date”</b>	means the date of this Agreement, but in no event later than July 1, 2013;
<b>“Third-Party Claim”</b>	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.
<b>“Unverified Client”</b>	means client owned by the Company, unverified by personal numbers and PIN-codes.
<b>“Verified Client Value”</b>	means the total balance of the PPM investments of the Clients and the Additional Clients.
<b>“Warranties”</b>	means the Seller’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 Seller’s Knowledge " or "so far as the Seller is aware" shall be deemed to include after due and careful enquiry with the management of the Seller.

#### 4 SALE AND PURCHASE PRICE

4.1 On the terms and subject the conditions of this Agreement, the Seller agrees to sell the Shares to the Buyer, free of any Encumbrance, and additionally transfer its right, title, interest and obligations under this Agreement to the Buyer, and the Buyer agrees to purchase the Shares from the Seller, and additionally assume all Seller’s right, title, interest and obligations under this Agreement.

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 Seller:

- 1) an amount equivalent of one and eighty-five hundredths (1,85%) 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 40,7 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 eighty-five hundredths (1,85%) 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 9,25 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 Seller, (the “**Client Contract Fee**”); 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 Seller, (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 Seller 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 Seller 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 Seller 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 4.5 above.

## 5 PRE-CLOSING

5.1 On the Signing Date, the Buyer and Seller will conduct the following actions to be consummated before the Closing Date.

### 5.2 Payment of the Preliminary Verified Purchase Price

5.3 The Seller shall on Signing Date deliver a statement of the Preliminary Verified Purchase Price to the Buyer.

5.4 The Buyer shall on the Signing Date pay the lesser of \$675,000 or the Preliminary Verified Purchase Price to the Seller Bank Account.

## 6 CONDITIONS PRECEDENT

6.1 Closing of the Agreement is subject to the following conditions on the Seller' 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.

6.3 For the Seller:

(a) Crown Brand Corporation Limited has assumed liability as a debt of its own (*Sw. proprieborgen*), to procure that the Buyer shall pay the Additional Purchase Price to the Seller as described in Section 4.5 and perform any other obligation, whatever they may be, to the Seller in relation to the Additional Purchase Price under the Agreement.

 IL

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 such other location or time as may be agreed between the Parties.

7.2 At the Closing Date, the following actions shall take place:

a) The Seller 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 Seller’ Knowledge there is no breach of the Seller’ Warranties as of the Closing Date.

b) The Buyer shall:

- (i) pay the Verified Purchase Price after deduction of the Preliminary Purchase Price to the Seller Bank Account, but at the Record Date;
- (ii) pay the Equity to the Seller Bank Account, but at the Record Date;
- (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) cause the Company to hold an extraordinary shareholder's meetings at which the Buyer approve the prepared audited annual accounts of the Company;
- (vi) 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
- (vii) 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 Seller.

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 prior to Closing Date.

7.4 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 Seller will conduct the following actions.

### 8.2 The Recovery Period

8.2.1 During the Recovery Period the Seller 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.

8.2.2 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 Payment of the Recovery Purchase Price and the Additional Purchase Price

8.3.1 The Buyer shall pay the total Recovery Purchase Price in one (1) tranche in accordance with the following:

- 1) The accrued Recovery Purchase Price under Section **Error! Reference source not found.** shall be paid by the Buyer on the first Business Day following the Record Day to the Seller Bank Account.

8.3.2 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 Seller 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 perform 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 Seller 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.

#### 8.4 **Next shareholders' meeting**

8.4.1 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 **SELLER'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 Seller 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 Seller shall be construed as implying any warranty.
- 9.3 The Seller 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 Seller.
  - b) The Seller 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 Seller 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 Seller or any other person.
- e) All share certificates representing the Shares are in the possession of the Seller and they are the only share certificates ever issued in relation to such shares.
- f) 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).
- g) 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.
- h) The Company has complied with all significant requirements of the Personal Data Act (*Sw. Personuppgiftslagen*).
- i) 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.
- j) 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.

- k) The Company has not entered into any guarantee agreement or put any of the company's assets as collateral to a third party.
- l) The Company has full title to all assets that are presented in the draft to annual accounts as of 30 April 2013.
- m) Between such date as described in Section 9.31) and the Closing Date, there has been no material change in the Company's operations, assets and liabilities.
- n) The Company has not entered into any agreements that are no part of the Company's ordinary course of business.
- o) All of the issued power of attorneys has been revoked on the Closing Date.
- p) 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.
- q) 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.
- r) That the Company has not been subject to any injunction or administrative orders from any authority, and that the Seller 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.
- s) That the Company is not bound by any collective bargaining agreement.
- t) That the Company is the rightful owner of the website [www.positivpension.se](http://www.positivpension.se)
- u) That there has been no infringement of any third party intellectual property with respect of the Company's name "Positiv Pension AB";
- v) The Seller 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.

  
IL

## 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 Seller.

## 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 Seller 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 Seller 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 Seller 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 Seller 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 Seller 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 Seller;
  - 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 Seller 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 Seller 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 Seller 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 Seller's professional advisors reasonable access to relevant documents in the possession of the Buyer and promptly answer any reasonable questions asked

by the Seller or its professional advisors provided that the Seller 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 Seller 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 (9.3p) 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 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 Seller. 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 COSTS AND EXPENSES**

Except as expressly otherwise provided herein, the Buyer and the Seller 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 SPECIFIC UNDERTAKINGS**

**14.1 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.

**14.2 Non-Competition**

14.2.1 Each of the Seller 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.

14.2.2 In case of breach of the obligations in Section 14.2.1, which is not remedied within thirty (30) days from the Buyer’s written notice hereof, then the Seller 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 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 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 15.

**16 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 Seller:*

*Robert Lowell, Attorney*

*707 Broadway*

*San Diego, CA 92101*

*If to the Buyer:*

*I-Ming Lee, Chairman*

*Crown Brand Corporation*

Handwritten signature in a circle and the initials "IL" below it.

*Rooms 05-15, 13A/F., South Tower, World Finance Centre, Harbour City  
17 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong*

## **17 MISCELLANEOUS**

- 17.1 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 Any amendments to this Agreement shall only be validly agreed upon in writing between the Parties.
- 17.3 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 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.
- 17.5 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.

## **18 GOVERNING LAW AND JURISDICTION**

- 18.1 This Agreement shall be governed by the substantive laws of Sweden, without regard to its conflict of laws principles.
- 18.2 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 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 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.

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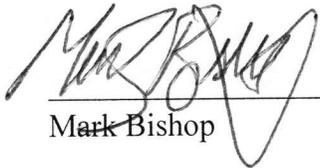


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This Agreement has been executed by the Parties in two (2) copies and each Party has retained one copy.

The Seller:  
ABS Investment Group

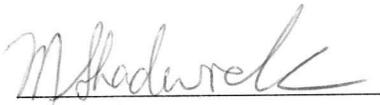
The Buyer:  
Crown Brand Corporation Limited

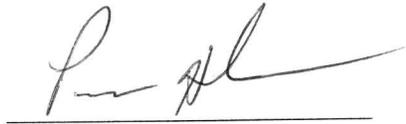
 7-1-2013  
Mark Bishop Dated

 7/1/2013  
I-Ming Lee Dated

Seller's signature witnessed by:

Buyer's signature witnessed by:

  
\_\_\_\_\_

  
\_\_\_\_\_

## 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

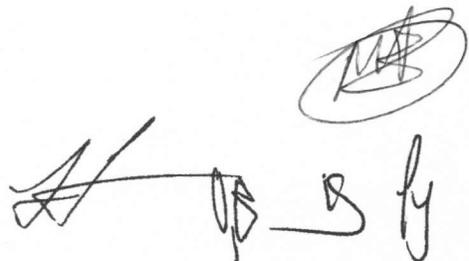
3.1 The following terms, used in this Agreement, have the following meanings:

“**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.

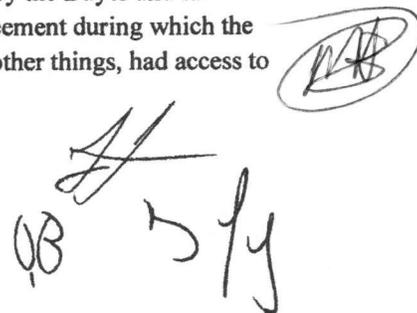
“**Additional Purchase Price**” means the Client Contract Fee and the Fund Revenue.

“**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.



<b>“Bank Account”</b>	means the Sellers denominated account with the following specifications and allocation: <u>a) 50 percent of any payment to</u> Assume Holding AB Swedbank clearing no. 8105-9 account no. 934 350 800-9 <u>b) 50 percent of any payment to</u> Dynamiq Creation AB SEB 5044 11 911 34
<b>“Business Day”</b>	means a day on which banks are open for business in Sweden (excluding Saturdays, Sundays and public holidays);
<b>“Buyer’s Knowledge”</b>	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.
<b>“Claim”</b>	breach of the Warranties or Covenants in the Agreement.
<b>“Client”</b>	means client owned by the Company, verified by personal numbers and PIN-codes on or before Closing Date.
<b>“Covenants”</b>	means the covenants in Section 6.2.
<b>“Closing Date”</b>	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;
<b>“Data Room Material”</b>	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 <u>Exhibit A</u> , which shall include but not be limited to the due diligence review material.
<b>“Due Diligence”</b>	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.



<b>“Encumbrance”</b>	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;
<b>“Fylgia Law Firm”</b>	means Advokatfirman Fylgia KB, 969633-9994, Nybrogatan 11, SE-114 39 Stockholm.
<b>“Guaranteed Client Contract Fee”</b>	means the amounts stipulated in Section 4.5
<b>“Loss”</b>	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.
<b>“MAQS Law Firm”</b>	means MAQS Law Firm Advokatbyrå AB, 556559-7092, Box 11918, 404 39 Göteborg.
<b>“Preliminary Verified Purchase Price”</b>	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.
<b>“Purchase Price”</b>	means the Verified Purchase Price and the Recovery Purchase Price.
<b>“Record Day”</b>	means July 14, 2013 and July 31, 2013.
<b>“Recovery Period”</b>	means a period following Closing Date and up to and including July 31, 2013.
<b>“Sellers’s Knowledge”</b>	facts and circumstances which the Sellers have actual knowledge of or reasonably should have knowledge of at Closing Date.
<b>“Shareholders”</b>	means Peter Sparre, 771212-4838, Henrik Jacobsson, 860123-4894, Niclas Tapper, 781110-4830 and Oscar Berggren, 781224-8214.
<b>“Signing Date”</b>	means the date of this Agreement, but in no event later than June 28, 2013;
<b>“Third-Party Claim”</b>	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.
<b>“Unverified Client”</b>	means client owned by the Company, unverified by personal numbers and PIN-codes.
<b>“Verified Client Value”</b>	means the total balance of the PPM investments of the Clients and the Additional Clients.


  
 Handwritten initials and signatures, including a circled 'AB' and the letters 'OB', 'S', and 'P'.

“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

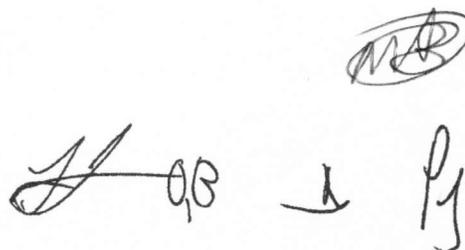
- 5.1 On or after the Signing Date, the Buyer and Sellers will conduct the following actions to be consummated before the Closing Date.

- 5.2 **Payment of the Preliminary Verified Purchase Price**

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- 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.)*

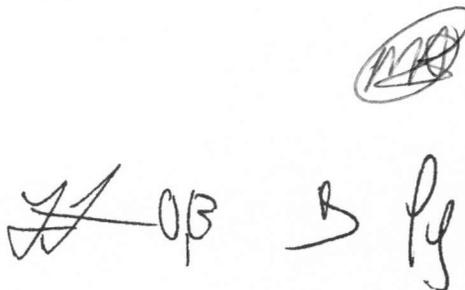
Handwritten signatures and initials. At the top right is a circled signature. Below it are three distinct signatures: one that appears to be 'JAB', one that is a simple 'S', and one that is 'P'. There is also a small mark between the 'S' and 'P' signatures.

**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

The image shows three handwritten signatures or initials. At the top right is a circular stamp containing the initials 'MA'. Below it, on the left, is a signature that appears to be 'J. O. B.'. To the right of that is another signature that looks like 'S. P.'.

- 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 perform 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' 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 perform 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.

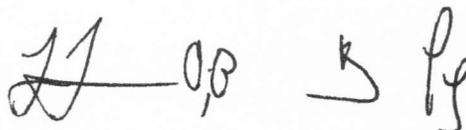
8.5 **Next shareholders' meeting**

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- 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.



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- 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](http://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

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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

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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

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*If to the Buyer:*

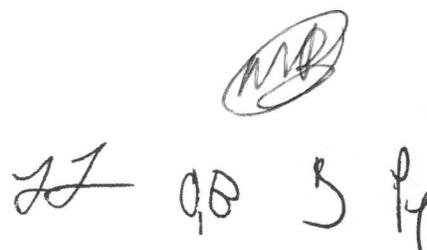
ABS Investment Group  
707 Broadway  
San Diego  
CA 92101  
E-mail: mbishop@absig.com

*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.



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**19 GOVERNING LAW AND JURISDICTION**

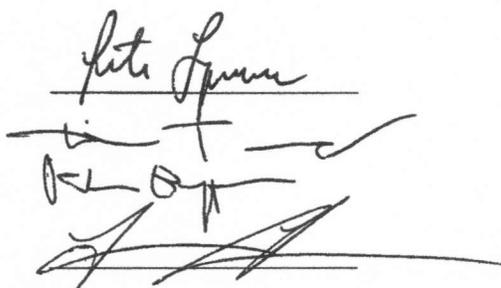
- 19.1 This Agreement shall be governed by the substantive laws of Sweden, without regard to its conflict of laws principles.
- 19.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be exclusively submitted to arbitration 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.
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 AB  S P

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

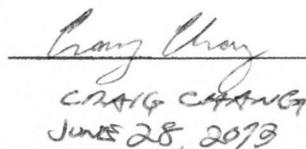


Sellers' signatures witnessed by:

Buyer's signature witnessed by:



Christian Gunnarsson  
MAQS Law Firm



CRAIG CHANEY  
JUNE 28, 2013

**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.

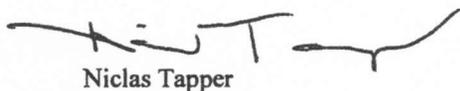
Date:



Peter Sparre



Henrik Jacobsson



Niclas Tapper



Oscar Berggren

The Shareholders' signatures above witnessed by:



Christian Gunnarsson  
MAQS Law Firm

# INVOICE

Invoice regarding "Fakturanr 26, Fakturadatum 2013-08-21"

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 Fund Fee

<b>Invoice Amount</b>	<b>614 937 kr</b>
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## CALCULATION FOR PP FUND FEE FOR JULY 2013

	<u>customers</u>	<u>capital</u>
<b>Total number, July 1, 2013:</b>	<b>21309</b>	<b>2 180 954 161 kr</b>
<b>In fund, SP customer w/ agreement</b>	<b>10165</b>	<b>1 135 267 570 kr</b>
<b>In fund, non-SP customer</b>	<b>9880</b>	<b>1 102 698 369 kr</b>
<b>Total number, August 1, 2013:</b>	<b>20045</b>	<b>2 237 965 939 kr</b>
<b>Total PP Fund Fee for July 2013:</b>		<b>1 196 791 kr</b>
<b>SP portion of PP Fund Fee for July 2013:</b>		<b>614 937 kr</b>

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

<b>Invoice Amount</b>	<b>614,937 kr</b>
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## CALCULATION FOR PP FUND FEE FOR JULY 2013

	<u>customers</u>	<u>capital</u>
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)



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	<a href="#">Klicka här</a>		
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

Utmätningförsök	2 st
Allmänna mål	7 st
Enskilda mål	9 st
<b>TOTALT ANTAL:</b>	<b>18 ST</b>

## 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
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#### 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

#### Utmättningsförsök och återtagningsmål

DATUM	TYP	KOMMENTARER
2013-06-05	Utmättningsförsök	- Kontroll av löneförhållande avseende löneutmatning - Registerforskning vid fullständig tillgångsundersökning
2011-03-08	Utmättningsförsök	- Gåldenärskontakt 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	
<b>TOTAL:</b>	<b>5 647</b>	<b>7 ST</b>	

#### 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 HAPARANDABOSTÅDER	Utslag
2011-04-18	4 988	HSB Bostadsrättsförening Kantarellen i Haparanda	Utslag
2011-04-11	545	STIFTELSEN HAPARANDABOSTÅDER	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
<b>TOTAL:</b>	<b>26 585</b>	<b>9 ST</b>	

#### Scoring

Sannolik betalningsförmåga [1-100]	Ingen scoring	Utmättningsförsök
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#### 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

<b>Antal fastigheter</b>	0 st
<b>Totalt tax. värde</b>	0 SEK
<b>Genomsnittligt ägande %</b>	0 %
<b>Tax. värde byggnad ägd del</b>	0 SEK
<b>Tax. värde mark ägd del</b>	0 SEK
<b>Totalt tax. värde ägd del</b>	<b>0 SEK</b>
Inga fastigheter registrerade	

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## Term Loan Facility Agreement

Dated 30 April 2015

for

A.B.S.I.G LLC  
as Borrower

provided by

Solid Venture Capital Ltd (entity number 05179108)  
as Lender

**THIS AGREEMENT** is dated 30 April 2015 and made between:

- (1) **A.B.S.I.G. LLC**, reg. no. EIN 26-2582511, 707 Broadway, 18th Floor, San Diego, CA 9210, United States (“**Borrower**”); and
- (2) **SOLID VENTURE CAPITAL LTD**, a company incorporated and in England, with the company number 05179108, and whose registered office is at 869 High Road, London, England, N12 8QA (“**SVC**”) (“**Lender**”)

**IT IS AGREED** as follows:

### 1. Definitions and Interpretations

1.1 In this Agreement, unless the context requires otherwise:

**Borrowed Money:** any indebtedness the Borrower owes as a result of:

- (a) borrowing or raising money (with or without security), including any premium and any capitalised interest on that money;
- (b) any bond, note, loan stock, debenture, commercial paper or similar instrument;



- (c) any acceptance credit facility or dematerialised equivalent, bill-discounting, note purchase or documentary credit facilities;
- (d) monies raised by selling, assigning or discounting receivables or other financial assets on terms that recourse may be had to the Borrower if those receivables or financial assets are not paid when due;
- (e) any deferred payment for assets or services acquired, other than trade credit that is given in the ordinary course of trading and which does not involve any deferred payment of any amount for more than 60 days;
- (f) any rental or hire charges under finance leases (whether for land, machinery, equipment or otherwise);
- (g) any counter-indemnity obligation in respect of any guarantee, bond, indemnity, standby letter of credit or other instrument issued by a third party in connection with the Borrower's performance of contracts;
- (h) any other transaction that has the commercial effect of borrowing (including any forward sale or purchase agreement and any liabilities which are not shown as borrowed money on the Borrower's balance sheet because they are contingent, conditional or otherwise);
- (i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction, only the mark to market value shall be taken into account); and
- (j) any guarantee, counter-indemnity or other assurances against financial loss that the Borrower has given for any of the items referred to in paragraphs (a) to (i) of this definition incurred by any person.

When calculating Borrowed Money, no liability shall be taken into account more than once.

**"Business Day"** means a day (other than a Saturday or Sunday or public holiday) on which banks are open for general business to effect transactions of the kind contemplated in this Agreement in (a) Stockholm AND (b) in relation to any date for payment where the currency in question is not SEK or Euros then the principal financial center of the country of that currency

**"Event of Default"** means any event or circumstance referred to in clause 10b;

**"Finance Document"** this Agreement and any other document designated as such by the Lender;

**"Indebtedness"** includes any obligation, whether incurred as principal or surety, for the payment or repayment of money, whether actual or contingent, present or future, secured or unsecured;



**"Loan"** means the amount of SEK 13.073.073 or (as the case may be) the principal amount for the time being outstanding from the Borrower to the Lender under this Agreement (including, if applicable, any capitalized interest thereon);

**"Potential Event of Default"** means any event or circumstance which, with the expiry of a grace period, giving of notice, or fulfillment of any other condition, would be an Event of Default;

**"Related Parties"** a party's parent, subsidiaries, assigns, transferees, representatives, principals, agents, officers or directors;

**"Repayment Date"** the day falling 6 months after the date of this Agreement (or if such day is not a Business Day then the immediately preceding Business Day);

**"Security"** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

- 1.2 References to the **"Borrower"**, the **"Lender"**, or the parties shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
- 1.3 Clause headings shall not affect the interpretation of this Agreement.
- 1.4 A reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes e-mail.
- 1.10 A reference to **this agreement** or a **Finance Document** (or any provision of it) or to any other agreement or document referred to in this agreement or any Finance Document is a reference to this agreement or Finance Document, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this agreement) from time to time.



- 1.11 Unless the context otherwise requires, a reference to a clause is to a clause of this Agreement.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. The Facility**

- 2.1 The Lender makes available to the Borrower a term loan facility of up to a total principal amount of SEK 13.073.073 on the terms and subject to the conditions of this Agreement.
- 2.2 Such sum as is referred to in clause 2.1 shall be remitted by the Lender to the Borrower by electronic transfer as follows:-

as to the sum of SEK 10.044.992 to the following account:-

MAQS Advokatbyrå Göteborg AB, SEB, SE-405 04 Gothenburg, Sweden, account number: 5001 1169796, IBAN: SE63 5000 0000 0500 1116 9796, BIC: ESSESESS

(**“First Payment”**)

as to the sum of 3.028.081 to the following account:-

Stellum Kapitalförvaltning AB, Danske Bank Iban: SE 7412000000013080123875

Swift: DABASESX

(**“Second Payment”**)

## **3. Purpose**

- 3.1 The purpose of the Loan shall be to enable the Borrower to:-
- (a) procure that A.B.S. Investment Group LLC, a Related Party of the Borrower, does pay all and any outstanding payment obligations it has pursuant to a share purchase agreement (which was subsequently amended) that it entered into with Assume Holding AB and Dynamiq Creation AB on 29<sup>th</sup> April 2014 concerning the acquisition by it of the issued shares of Positiv Pension I Sverige AB which payment obligations are set out in the settlement agreement appended hereto as Annex A and represented by the First Payment; and
  - (b) discharge on behalf of Optimus Fonder AB the invoice appended hereto as Annex B and represented by the Second Payment.

## **4. Repayment and Prepayment**

- 4.1 The Loan shall be repaid in full on the Repayment Date.



4.2 Subject to clause 4.1, the Borrower may prepay the Loan in full (but not part) after having given written notice to the Lender of its intention so to do such notice to expire no earlier than 1 week from the date any notice is given under this clause.

4.3 Upon repayment of the Loan in full, this Agreement shall terminate (but without prejudice to any accrued rights of the Lender).

**5. Intentionally Blank**

**6. Interest and Fees**

6.1 The Borrower shall pay interest on the Loan calculated at a nominal rate of 30% per annum, accruing and compounded daily.

6.2 The Borrower shall pay the interest on the Repayment Date, or if earlier when the Loan is repaid.

**7. Interest on an Overdue Amount**

7.1 If a sum payable under this Agreement is not paid when due, the overdue amount shall bear interest on a monthly basis (but which shall have been compounded daily) from the due date to the date of actual payment at a rate equal to 5% per annum above the rate specified in clause 6 above.

**8. Tax**

8.1 If the Borrower is compelled by law to make any deduction or withholding for or on account of tax from any payment, whether of principal, interest or otherwise, or the Lender is compelled by law to make any payment in respect of tax (other than tax on overall net income), in each case from or in respect of any amount payable or paid by the Borrower hereunder, the Borrower will pay to the Lender such additional amount as is required to ensure that the Lender receives and retains (free from liability in respect of any such deduction or withholding) a net amount equal to the full amount which it would have received if no such deduction, withholding or payment had been made.

8.2 All taxes required by law to be deducted or withheld by the Borrower from any amounts payable or paid hereunder shall be paid by the Borrower to the appropriate authority within the time allowed for such payment under applicable law and the Borrower shall, within 30 days of the payment being made, deliver to the Lender evidence reasonably satisfactory to the Lender (including all relevant tax receipts) that the payment has been duly remitted to the appropriate authority.

**9. Representations and Warranties**

9.1 By entering into this Agreement, the Borrower represents and warrants to the Lender on the date of this Agreement that:



- (a)
  - (i) it is a limited liability company, duly incorporated and validly existing under the law of its jurisdiction of incorporation;
  - (ii) it and each of its Subsidiaries has the power to own its assets and carry on its business as it is being conducted;
- (b) the obligations expressed to be assumed by it in the Finance Documents to which it is a party, are legal, valid, binding and enforceable obligations;
- (c) the entry into and performance by it of, and the transactions contemplated by, the Finance Documents to which it is a party do not and will not conflict with:
  - (i) any law or regulation applicable to it;
  - (ii) its constitutional documents; or
  - (iii) any agreement or instrument binding upon it or any of its assets;
- (d) it has the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of, those Finance Documents to which it is a party and the transactions contemplated by such Finance Documents;
- (e) all authorizations required or desirable to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Agreement and in respect of the other Finance Documents have been obtained or effected and are in full force and effect;
- (f)
  - (i) no Event of Default or Potential Event of Default is continuing or might reasonably be expected to result from receipt of the sum referred to in clause 2.1 or the payments of the sums referred to in clause 2.2;
  - (ii) no other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might have a material adverse effect on the financial condition or business operations of the Borrower and;
- (g)
  - (i) any factual information provided by it to the Lender was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated;
  - (ii) any financial projections provided by it to the Lender have been prepared on the basis of recent historical information on the basis of reasonable assumptions;
  - (iii) nothing has occurred since the date that any such information was provided or has been omitted from such information provided to the Lender and no information has been given or withheld by it that results in the information supplied being untrue or misleading in any material respect;
- (h) No litigation, arbitration or administrative proceedings are taking place, pending or, to the Borrower's knowledge, threatened against it, any of its directors or any of its assets, which might reasonably be expected to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under the Finance Documents.



## 10. Covenants

10.1 The Borrower covenants with the Lender that, as from the date of this agreement until all its liabilities under the Finance Documents have been discharged:

- (a) it will comply, in all respect, with all laws, if failure to do so has or is reasonably likely to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under this agreement;
- (b) it will notify the Lender of any Potential Event of Default or Event of Default (and the steps, if any, being taken to remedy it) promptly on becoming aware of its occurrence;
- (c) if the Lender is obliged for any reason to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower will, promptly on the request of the Lender, supply (or procure the supply of) such documentation and other evidence as is reasonably requested in order for the Lender to be able to carry out, and be satisfied that it has complied with, all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents;
- (d) it will carry on and conduct its business in a proper and efficient manner and will not make any change to the general nature or scope of its business as carried on at the date of this agreement.
- (e) it will not:
  - (i) create, or permit to subsist, any Security on or over any of its assets;
  - (ii) sell, transfer or otherwise dispose of any of its assets on terms whereby such assets are or may be leased to or re-acquired or acquired by it; or
  - (iii) sell, transfer or otherwise dispose of any of its receivables on recourse terms; or
  - (iv) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
  - (v) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Borrowed Money or of financing the acquisition of an asset.



- (f) it will not incur or permit to subsist, any obligation for Borrowed Money.

**10b. Events of Default**

10b.1 Each of the events or circumstances set out in this clause is an Event of Default.

- (a) The Borrower does not pay on the due date any amount payable pursuant to any Finance Document at the place at and in the currency in which it is expressed to be payable unless its failure to pay is caused by administrative or technical error, and payment is made within three Business Days of its due date.
- (b) (i) The Borrower does not comply with any provision of any Finance Document (other than those referred to in clause 10b a).  
(ii) No Event of Default under (i) above will occur if the failure to comply is capable of remedy and is remedied within (10) Business Days of the Lender giving notice to the Borrower or the Borrower becoming aware of the failure to comply.
- (c) Any representation or statement made or deemed to be made by the Borrower in the Agreement or any other document delivered by or on behalf of the Borrower under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.
- (d) Any corporate action, legal proceedings or other procedure or step is taken in relation to the Borrower:
  - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise);
  - (ii) a composition, assignment or arrangement with any creditor;
  - (iii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of it or its assets; or
  - (iv) enforcement of any Security Interest over any of its assets,or any analogous procedure or step is taken in any jurisdiction.
- (e) It is or becomes unlawful for the Borrower to perform any of its obligations under a Finance Document.
- (f) any provision of any Finance Document is or becomes, for any reason, invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect.
- (g) The Borrower repudiates or evidences an intention to repudiate any Finance Document.



- (h) The Borrower suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a substantial part of its business.
- (i) Any event occurs (or circumstances exist) which, in the opinion of the Lender, has or is likely to materially and adversely affect the Borrower's ability to perform all or any of its obligations under, or otherwise comply with the terms of, any Finance Document.

10b.2 On and at any time after an Event of Default the Loan, and all accrued interest and other amounts owing under the Finance Documents shall become repayable forthwith on demand in writing made by the Lender at any time.

### **11. Assignment and Transfer**

- 11.1 The Borrower may not assign or transfer any of its rights or obligations under or in respect of any Finance Document.
- 11.2 The Lender may, at any time, assign and/or transfer all or any of its rights, benefits and/or obligations in respect of this Agreement in whole or in part to any person.
- 11.3 The Borrower acknowledges that any person to which the rights, benefits and/or obligations of the Lender may from time to time be so assigned and/or transferred, shall be entitled to share the benefit of this Agreement as if such person had constituted an original lender under this Agreement to the extent of such transfer and/or assignment.

### **12. Set-off**

The Lender may set off any matured obligation due from the Borrower under the Finance Documents against any matured obligation owed by the Lender to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange for the purpose of the set-off.

### **13. Notices**

Every notice, request or other communication shall be:

- (a) in writing delivered personally or by prepaid first class letter, facsimile transmission, e-mail or other electronic communication approved by the Lender;
- (b) deemed to have been received, in the case of a letter when delivered personally or 48 hours after it has been sent by first class post or, in the case of facsimile transmission, at the time of transmission with a facsimile transmission report or other appropriate evidence (provided that if the date of transmission is not a Business Day it shall be deemed to have been received at the opening of business on the next Business Day)

or, in the case of e-mail or other electronic communication, when received in legible form and shall be irrevocable; and

- (c) sent (i) to the Borrower at the address stated at the beginning of this Agreement and (ii) to the Lender at its registered office, or to such other address in England as may be notified in writing by the relevant party to the other party.

All communications by the Borrower shall be effective only on actual receipt by the Lender.

#### **14. Remedies and waivers**

No delay or omission by the Lender in exercising any right or power under any Finance Document shall impair such right or power, and any single or partial exercise of it shall not preclude any other or further exercise of it or the exercise of any other right or power. The rights and remedies of the Lender under any Finance Document are cumulative and not exclusive of any right or remedy provided by law.

#### **15. Indemnity**

15.1 The Borrower shall indemnify the Lender on demand (without prejudice to the Lender's other rights) for any expense, loss or liability incurred by the Lender in consequence of (i) any default or delay by the Borrower in the payment of any amount when due under any Finance Document or (ii) any breach by the Borrower of any term or condition of any Finance Document.

15.2 If, for any reason, any amount payable under any Finance Document is paid or is recovered in a currency (the "other currency") other than that in which it is required to be paid (the "contractual currency"), then, to the extent that the payment to the Lender (when converted at the then applicable rate of exchange) falls short of the amount unpaid under any Finance Document, the Borrower shall, as a separate and independent obligation, fully indemnify the Lender on demand against the amount of the shortfall. For the purposes of this clause the expression "rate of exchange" means the rate at which the Lender is able as soon as practicable after receipt to purchase the contractual currency in London with the other currency.

#### **16. Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

#### **17. Third Party Rights**



Except as expressly provided in this agreement, a person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

## **18. Governing Law and Jurisdiction**

- 18.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 18.2 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim that arises out of, or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). This Agreement will take effect and be dated the date on which all the parties have executed this Agreement and if not the same date, the later date will prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day first above mentioned.

### **Borrower**



A.B.S.I.G LLC

By MARK BISHOP a director

:

Date: 30<sup>th</sup> April 2015

### **Lender**

Solid Venture Capital Ltd

By EMIL AMIR INGMANSON a director:

Date: 30<sup>th</sup> April 2015



ANNEX A – SETTLEMENT AGREEMENT

ANNEX B - INVOICE

## MEMORANDUM

**DATE:** 09 October 2014

**TO:** Niclas Tapper  
niclas@insales.se

**FROM:** Mark Bishop  
mbishop@absig.com



**RE:** Payment discussion under the Amendment dated 22 Aug 2014.

This memo will put into writing a summary of our telephone discussion today regarding my difficulty in meeting my payment due dates under the Amendment dated 22 Aug 2014.

As discussed, I am still 100% confident in being able to pay the total amounts required in the Amendment. The assets that I am scheduled to sell to meet the required payments are as follows:

Bond name: HVMLT 06-1 X1  
Cusip: 41161PB36  
Financed amount: \$1,120,500  
Market amount: \$2,240,520  
Profit: \$1,120,020

Bond name: MANA 07-A2 A3D  
Cusip: 59024FAG9  
Financed amount: \$4,858,800  
Market amount: \$8,097,431  
Profit: \$3,238,631

My problem is that I entered into the Amendment with you and your partners, believing that either the fund company (Optimus) could be sold on a timely basis, or I could sell the subject bonds relatively quickly. However, nobody has the same "sense of urgency" that I have. The Swedish regulators are super slow to respond to our requests to speed up their approval process. Furthermore, Baader Bank has taken a month to set up a custody account for the delivery of bonds, and the fund manager that must sign the trade tickets will not have approval until 1-week to 2-months from now. But we will get this done.

I just can not keep providing dates to you for payments that I can no longer control. My most certain path is the sale of the subject bonds, with a payment timeline that might be as long as 2-months.





**CALCULATION FOR MONTHLY FEE FOR AUGUST 2013**

		customers	capital	
Total number, August 1, 2013:		20 045	2 237 965 939 kr	
left fund	SP who changed PPM code	1 742	168 487 359 kr	
left fund	Left SP - at the end of the month	399	44 016 217 kr	
In fund	Sp customer (with agreement)	12 041	1 370 898 350 kr	
In fund	not SP – in fund	5 554	597 552 235 kr	
left fund	not SP – left fund	1 573	57 011 778 kr	
Total number, September 2, 2013:		17 994	2 012 466 802 kr	1 968 450 585 kr
Total Monthly Fee for August 2013:			1 151 159	
* SP portion of Monthly Fee for August 2013:			449 569	
* Total Monthly Fee paid out:			1 600 728	
* Optimus net profit for August was 1.925.784 kr. SP represents 35.915% of fund AUM (total intake 6.310.073, total back to PPM 4.384.289)				

**CALCULATION FOR MONTHLY FEE - AUGUST 2013**

	customers	capital
<b>Total number, August 1, 2013:</b>	20045	2 237 965 939 kr
<b>Total number, September 2, 2013:</b>	17994	2 012 466 802 kr
<b>Total Monthly Fee for August 2013:</b>		1 151 159 kr

<b>CALCULATION FOR PP FEE - DECEMBER 2013</b>		
	<b>customers</b>	<b>capital</b>
<b>Total number, December 2013:</b>	<b>15,905</b>	<b>1,570,569,985</b>
<b>Total PP Fee for Dec 2013 (to be paid Jan 10, 2014):</b>		<b>850,725 kr</b>

**CALCULATION FOR PP FEE - JULY 2013**

	customers	capital
Total number, July 1, 2013:	21309	2 180 954 161 kr
Total number, August 1, 2013:	20045	2 237 965 939 kr
Total PP Fee for July 2013:		1 196 791 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 (with agreement)	10165	1 135 267 570 kr
In fund                      not SP – in fund	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
SP portion of PP Fund Fee for July 2013:		614 937

## Pincode verification process

### Data requirements

- All data need to be sent to us as a xls file with
  - personal number
  - PPM-Pin code

### Verification process

#### We will verify

- Valid or invalid pin code
- The amount of capital

When this process is done we will compile a complete list with

- Pin code status
- Amount of capital

The verification process will take up a estimated total of 250 work hours, or 2 days.

Sheet1

SP customer	personal_number	is_active	working PPM pin	capital	paying
YES	196512027852	YES	NO	39650	NO
YES	195907043912	YES	NO	91984	NO
YES	198204102779	YES	NO	46314	NO
YES	196005157554	YES	NO	107875	NO
YES	196302141145	YES	YES	97355	YES
YES	196101022942	YES	NO	105115	NO
YES	197006242759	YES	NO	117609	NO
YES	197202232505	YES	NO	148362	NO
YES	198508317214	YES	NO	42896	NO
YES	196809113571	YES	YES	155016	YES
YES	197001145502	YES	YES	139349	YES
YES	194902230202	YES	YES	89169	YES
YES	195411251969	YES	YES	100711	YES
YES	196012082035	YES	NO	102275	NO
YES	195207208025	YES	YES	139164	YES
YES	195203058978	YES	YES	116179	YES
YES	197107298536	YES	YES	113145	YES
YES	196310071060	YES	NO	44813	NO
YES	196103207871	YES	NO	170108	NO
YES	196910109393	YES	YES	86192	YES
YES	196904233357	YES	YES	163760	YES
YES	197004065616	YES	YES	224101	YES
YES	196707067838	YES	NO	113853	NO
YES	195407281632	YES	NO	137927	NO
YES	196207311090	YES	NO	78517	NO
YES	196309028931	YES	YES	93406	YES
YES	196203010399	YES	NO	57877	NO

		customers	capital
	Total	11020	1 229 945 038 kr
left fund	SP who changed PPM code	780	87 041 598 kr
left fund	Left SP	75	7 635 870 kr
In fund	Sp customer (with agreement)	10165	1 135 267 570 kr
	0,95		
	Total number of customers not in SP	10400	1 160 735 125 kr
	Estimated number of customers in the fund	9880	1 102 698 369 kr
	<b>Total estimated capital in the fund</b>		<b>2 237 965 939 kr</b>

		customers	capital
	Total	11020	1,229,945,038 kr
left fund	SP who changed PPM code	780	87,041,598 kr
left fund	Left SP	75	7,635,870 kr
In fund	Sp customer (with agreement)	10165	1,135,267,570 kr
	0.95		
	Total number of customers not in SP	10400	1,160,735,125 kr
	Estimated number of customers in the fund	9880	1,102,698,369 kr
	<b>Total estimated capital in the fund</b>		<b>2,237,965,939 kr</b>

SP	customer	personal_numbe	is_active	working	PPM	pin	capital	paying
NO	194701287585	NO	NO					NO
NO	194701238042	YES	YES			49093	YES	
NO	194701017800	YES	YES			123789	YES	
NO	194701035810	NO	YES					YES
NO	194701047005	NO	NO					NO
NO	194611139371	YES	YES			93604	YES	
NO	194611305501	YES	YES			80616	YES	
NO	194609302718	NO	NO					NO
NO	194608180503	NO	NO					NO
NO	194608214310	YES	YES			85129	YES	
NO	194608238038	NO	NO					NO
NO	194608026219	YES	YES			119561	YES	
NO	194608051696	YES	YES			3928	YES	
NO	194608095529	YES	YES			48800	YES	
NO	194606216218	NO	NO					NO
NO	194606288217	NO	NO					NO
NO	194607027929	NO	NO					NO
NO	194605239542	NO	NO					NO
NO	194606041038	YES	YES			107747	YES	
NO	194605140336	YES	YES			79317	YES	
NO	194605187618	YES	YES			99647	YES	
NO	194605066606	NO	NO					NO

		customers	capital
Total number		21309	2 180 954 161 kr
as of July 1, 2013			
left fund	SP who changed PPM code	1742	168 487 359 kr
left fund	Left SP	399	44 016 217 kr
In fund	Sp customer (with agreement)	12041	1 370 898 350 kr
In fund	not SP – in fund	5554	597 552 235 kr
left fund	not SP – left fund	1573	0 kr
total amount for invoice		17595	1 968 450 585,00 kr

SP=YES, Active=Yes, PIN=NO  
 SP=YES, Active=NO  
 SP='YES', ACTIVE='YES', PIN='YES'  
 SP=NO, in\_fund=YES  
 SP=NO, in\_fund=NO

		customers	capital
Total number		21309	2,180,607,059 kr
left fund	SP who changed PPM code	1742	168,487,359 kr
left fund	Left SP	399	44,016,217 kr
In fund	Sp customer (with agreement)	12041	1,370,898,350 kr
In fund	not SP – in fund	5549	597,205,133 kr
left fund	not SP – left fund	1570	0 kr
total amount for invoice		17595	1,968,450,585.00 kr

## Release agreement

20 April 2015

Assume Holding AB,  
Dynamiq Creation AB  
and  
A.B.S. Investment Group LLC

This release agreement (the "**Agreement**") is made on 20 April 2015 by and among:

- 1 **Assume Holding AB**, reg no 556913-1518, a limited liability company (Sw. *aktiebolag*) organised under the laws of Sweden with registered address at ~~Vädursgatan 5, SE-412 50 Göteborg, Sweden ("Assume");~~  
*Första Långg. 22, 413 28 Göteborg*
- 2 **Dynamiq Creation AB**, reg no 556861-9216, a limited liability company (Sw. *aktiebolag*) organised under the laws of Sweden with registered address at Gamla Almedalsvägen 5, SE-412 63 Göteborg, Sweden ("**Dynamiq**", and Assume and Dynamiq jointly the "**Sellers**"); and
- 3 **A.B.S. Investment Group LLC**, reg no EIN 26-2119490, a limited liability company organised under the laws of the United States of America with registered address at 707 Broadway, San Diego, CA 92101, United States of America (the "**Buyer**").

## 1 Background

- 1.1 The Sellers have sold all of the outstanding share capital of Positiv Pension i Sverige AB, reg no 556 791-9856, to the Buyer pursuant to a share purchase agreement dated 28 June 2013 (the "**Original Share Purchase Agreement**").
- 1.2 The parties have thereafter entered into an amendment to the Original Share Purchase Agreement dated 22 August 2014 (the "**Amendment Agreement**").
- 1.3 Since the execution of the Original Share Purchase Agreement and the Amendment Agreement, the Buyer have made payments of the Additional Purchase Price, and the parties agree that SEK 10 044 992 (the "**Outstanding Amount**") remain unpaid pursuant to the Amendment Agreement.
- 1.4 The Sellers and the Buyer have agreed to, on the terms and conditions set out in this Agreement, coordinate the details of the payment of the currently unpaid part of the Additional Purchase Price pursuant to the Original Share Purchase Agreement and the Amendment Agreement.

## 2 Definitions

- 2.1 In this Agreement, the following terms shall have the meaning set out below:
  - "**Additional Purchase Price**" shall have the meaning assigned to this term in the Amendment Agreement;
  - "**Amendment Agreement**" shall have the meaning assigned to this term in section 1.2;
  - "**Business Day**" means a day when banks are open for general banking business in Sweden and the State of California, United States of America;
  - "**Original Share Purchase Agreement**" shall have the meaning assigned to this term in section 1.1;
  - "**Outstanding Amount**" shall have the meaning assigned to this term in section 1.3;
  - "**Personal Guarantee**" means the personal guarantee of the Buyer pursuant to clause 6.3 of the Original Share Purchase Agreement; and
  - "**Sellers's Counsel**" means MAQS Advokatbyrå Göteborg AB, reg no 556950-7733, a law firm in the form of a limited liability company (Sw. *aktiebolag*) organised under

the laws of Sweden with registered address at Östra Hamngatan 24, SE-411 09 Gothenburg, Sweden.

2.2 In this Agreement, a reference to:

- (a) any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (b) a person includes its successors and assigns; and
- (c) any document, agreement or other instrument is a reference to the same as it may have been, or may from time to time be, amended, novated, varied or supplemented.

### **3 Payment of the Outstanding Amount**

3.1 The Buyer shall pay to the Sellers the Outstanding Amount, constituting full and final payment of the Additional Purchase Price, no later than 30 April 2015. Payment of the the Outstanding Amount shall be made to the bank account of Sellers' Counsel, acting for the Sellers jointly, with SEB, SE-405 04 Gothenburg, Sweden, account number: 5001 1169796, IBAN: SE63 5000 0000 0500 1116 9796, BIC: ESSESESS.

3.2 Sellers' Counsel shall, acting for the Sellers jointly, confirm to the Buyer its receipt of the Outstanding Amount via e-mail to [mbishop@absig.com](mailto:mbishop@absig.com), with a copy to [ola.lidstrom@advokatolalidstrom.se](mailto:ola.lidstrom@advokatolalidstrom.se), no later than the second Business Day following receipt of the Outstanding Amount.

### **4 Release of obligations, etc**

4.1 In consideration of and subject to the payment by the Buyer of the Outstanding Amount pursuant to section 3.1, each of the Sellers hereby irrevocably releases and discharges the Buyer from

- (a) any and all obligations of the Buyer relating or incidental to the Original Share Purchase Agreement, the Amendment Agreement, including but not limited to the Personal Guarantee;
- (b) any and all other obligations relating or incidental to the subject matter of the Original Share Purchase Agreement or the Amendment Agreement; and
- (c) any and all claims, demands, actions, causes of action, damages and compensation which the Seller have or be entitled to, or which may accrue or otherwise be acquired by the Sellers, on account of, or in any way resulting from the Original Share Purchase Agreement, the Amendment Agreement or the subject matter of any of them.

4.2 Subject to the performance of the obligations hereunder, this Agreement constitutes the full and final settlement of all claims, past, present, future or contingent, arising out of, or incidental to, in any way whatsoever, the Original Share Purchase Agreement, the Amendment Agreement or the subject matter of any of them.

### **5 Costs and expenses**

Each party shall bear its own costs and expenses in connection with the preparation for the performance of the obligations contemplated by, or otherwise incurred in the

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performance of such party's obligations, or exercise of its rights under, this Agreement, including but not limited to all fees and expenses of its own representatives, agents, brokers, legal and financial advisers and authorities.

## 6 Entire agreement

Each party confirms that this Agreement represents the entire understanding and constitutes the whole agreement among the parties relating to the subject matter hereof and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, agent, employee or representative of any party.

## 7 Governing law and jurisdiction

7.1 This Agreement is governed by the laws of Sweden, without regard to its conflict of laws principles.

7.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, validity or termination thereof shall be subject to the provisions in clause 19 of the Original Share Purchase Agreement.

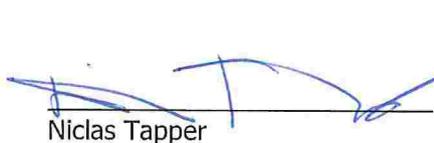
This agreement has been duly executed on the date first written above in three original copies, of which each of the parties has taken one copy.

A.B.S. INVESTMENT GROUP LLC

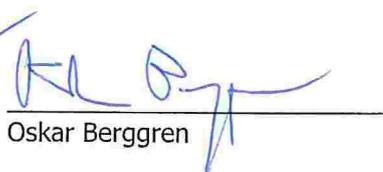


Mark Bishop

ASSUME HOLDING AB

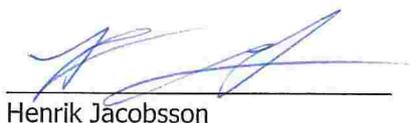


Niclas Tapper



Oskar Berggren

DYNAMIQ CREATION AB



Henrik Jacobsson

August 23, 2013

**DRAFT**

Mark Bishop  
ABS Investment Group  
707 Broadway, 18<sup>th</sup> Floor  
San Diego, CA 92101  
Via email: mbishop@absig.com

Re: Demand letter, dated August 9, 2013  
Share Purchase Agreement, dated July 1, 2013 (the "Agreement")

Dear Mr. Bishop:

This letter will put into writing that your demands are currently refused until further research can be performed on what we believe to be significant breaches of the subject Agreement by Seller.

Furthermore, we are informing you, per Section 11 of the Agreement (and preserving our rights under such Section 11), that we have suffered significant Loss that we are in the process of quantifying. Losses appear to be from the following events/acts, however, we reserve the right to expand upon our Losses and sources and cures as our research unfolds additional Losses:

1. Annual Contract Fees cannot be collected, as no client agreements have been delivered to Buyer. Furthermore, as the Company is now in bankruptcy, if the client agreements are eventually discovered, they will become property of the bankruptcy administrator and such potential revenue shall never inure to the benefit of Seller or Buyer. The client agreements are unenforceable, which nullifies payments under Additional Purchase Price, Sections 4.4(1), 4.5, 8.3.2(1), and 6.3(a).
2. The amount under Section 4.3(2) cannot be paid to Seller, as such funds were impounded by the Gothenburg court by "freezing" all available accounts of the Company, and subsequently became property of the bankruptcy administrator and such potential funds shall never inure to the benefit of Buyer.
3. Sections 7.2(v) and (vi) have been breached by Seller, as "a list of all Clients" should have included Client Agreements which are part of the "owned" or ownership of the Clients by the Company, and Buyer believes that Seller had knowledge that Client Agreements were and are not available.
4. Section 8.3.2(1) is null and void and without effect, as client agreements are unenforceable, and therefore Client Contract Fees cannot be paid and cannot be guaranteed as a Guaranteed Client Contract Fee.

Additional losses may be discovered as a result of loss of share value due to improper disclosures, lack of important documents (i.e.: client agreements), and pending police and regulatory investigations. Furthermore, we may be seeking relief for the Preliminary Verified Purchase Price already paid, attorney fees, and unspecified damages and opportunity costs.

The foregoing is not a complete list of rights, damages, losses, and claims with respect to the Agreement, and all such rights are reserved.

Sincerely,

Brenda Prackup, Attorney  
Attorney for Crown Brand Corporation Limited  
admin@prackuplaw.com

## SAMARBETSAVTAL

Detta samarbetsavtal ("**Avtalet**") har ingåtts denna dag mellan:

- (1) Scientia Fund Management AB, org. nr. 556739-2849, med registrerad adress på Engelbrektsgatan 26, 411 37 Göteborg ("**Scientia**"); och
- (2) Positiv Pension i Sverige AB, org.nr. 556791-9856, med registrerad adress på Mölndalsvägen 81, 412 63 Göteborg ("**Positiv Pension**").

Envar av Scientia och Positiv Pension benämns i det följande även "**Part**", och gemensamt "**Parterna**".

### 1. BAKGRUND

- 1.1 Scientia är ett svenskt aktiebolag som erhållit tillstånd att bedriva fondverksamhet enligt lagen (2004:46) om investeringsfonder. Scientia avser att starta en ny värdepappersfond, vilken skall vara en för ett samarbete med Positiv Pension särskilt upprättad matarfond med ett globalt placeringsuniversum som investerar i övriga av Scientia förvaltade fonder och som vidare skall vara valbar hos Pensionsmyndigheten ("**Fonden**"). För att tillgodose den globala placeringsinriktningen avser Scientia att starta en eller flera nya värdepappersfonder i vilka Fonden placerar.
- 1.2 Positiv Pension är ett svenskt aktiebolag vars verksamhet bl.a. omfattar [att till medlemmar i sin organisation tillhandahålla generella investeringsförslag avseende pensionssparande.]<sup>1</sup>
- 1.3 Parterna har kommit överens om att samarbeta på de villkor som framgår nedan för att främja Fonden, och att därför dela på de Nettointäkter som Fonden genererar enligt vad som anges i punkt 6 i detta Avtal.

### 2. DEFINITIONER

- 2.1 I detta Avtal skall följande uttryck ges följande innebörd:

"**Fondbestämmelser**" skall betyda Fondens från tid till annan registrerade fondbestämmelser.

"**Fonden**" har den betydelse som angivits i punkt 1.1.

"**Fondstart**" betyder det första datum då Fonden, efter att ha erhållit tillstånd därtill från Finansinspektionen, är öppen för teckning av Fondandelar.

"**Nettointäkter**" skall betyda de nettointäkter som Scientia erhåller från Fonden (efter avdrag för från tid till annan tillämpliga avgifter till Pensionsmyndigheten), såväl i form av fast avgift som rörlig ersättning.

"**Nya Förvaltaren**" har den betydelse som angivits i punkt 9.2.

"**Part**", "**Parter**" har den betydelse som angivits i ingressen till detta Avtal.

"**Positiv Pension**" har den betydelse som angivits i ingressen till detta Avtal.

"**Scientia**" har den betydelse som angivits i ingressen till detta Avtal.

<sup>1</sup> **Kommentar till Positiv Pension:** Vänligen anpassa beskrivningen av ert verksamhetsområde.

### **3. FONDEN OCH SAMARBETET**

- 3.1 Scientia skall verka för att så snart som möjligt erhålla tillstånd från Finansinspektionen att bedriva Fonden.
- 3.2 Positiv Pension skall aktivt verka för att så snart som möjligt i anslutning till Fondstarten förmå så många av sina medlemmar som möjligt att investera i Fonden.
- 3.3 Parterna skall, enligt de närmare bestämmelserna som anges i detta Avtal, samarbeta för att Fonden skall attrahera ett stort kapital från en stor mängd investerare.

### **4. POSITIV PENSIONS ÅTAGANDE**

- 4.1 Positiv Pension åtar sig att, efter Fondstarten och under detta Avtals giltighetstid, med avseende på placeringar av pensionsmedel inom Pensionsmyndighetens system, exklusivt rekommendera investeringar i Fonden, såväl till sina medlemmar som generellt (varvid Positiv Pension inte skall rekommendera investeringar i andra fonder eller andra typer av placeringar). Positiv Pension skall vid uppfyllandet av sina förpliktelser enligt detta Avtal alltid iaktta högsta branschstandard.
- 4.2 Positiv Pension skall hantera eventuella klagomål från kunder som berör Fonden eller Scientia på ett snabbt och professionellt sätt. Positiv Pension skall vidare, på begäran av Scientia, på ett snabbt och professionellt sätt hantera eventuella klagomål som rör Positiv Pensions marknadsföring men som framförts till Scientia.
- 4.3 Positiv Pension skall vid var tid inneha samtliga de tillstånd, samt ha gjort varje anmälan eller registrering hos myndighet, som krävs för Positiv Pensions fullgörande av sina åtaganden enligt detta Avtal.
- 4.4 Positiv Pension skall ge alla samtycken och vidta alla andra åtgärder som rimligen kan krävas för att ge Scientia rätten att använda orden "Positiv Pension" både som namn (eller del av namn) på Fonden och vid marknadsföring av Fonden. Denna rätt skall bestå under detta Avtals giltighetstid, samt under sådan tid efter Avtalets upphörande som krävs för att Scientia skall kunna genomföra nödvändiga ändringar av Fondbestämmelserna.

### **5. INFORMATION OCH MARKNADSFÖRING**

- 5.1 Part får inte, utan skriftligt samtycke från den andra Parten, använda den andra Partens namn eller varumärke vid sina marknadsföringsaktiviteter.
- 5.2 Informationsmaterial upprättat av Positiv Pension som berör Scientia eller Fonden skall, innan det distribueras, tillställas Scientia för godkännande.
- 5.3 Allt material och all information om Scientia eller Fonden som förmedlas av Positiv Pension skall ge en positiv bild av såväl Scientia som Fonden.

### **6. INTÄKTSDELNING**

- 6.1 Positiv Pension skall, under detta Avtals giltighetstid, äga rätt till en del av de Nettointäkter som Scientia erhåller (varvid den del av Nettointäkterna som är hänförlig till fast avgift respektive rörlig ersättning skall beräknas var för sig. Storleken på Positiv Pensions andel är beroende av Fondens fondförmögenhet från tid till annan, och bestäms enligt följande:

Fondförmögenhet (miljoner kronor)	Positiv Pensions andel av fast avgift	Positiv Pensions andel av rörlig ersättning
Upp till 1 000	50,00 %	50,00 %
1 000 upp till 2 000	60,00 %	40,00 %
2 000 upp till 3 000	70,00 %	30,00 %
3 000 upp till 4 000	72,50 %	25,00 %
4 000 upp till 5 000	75,00 %	25,00 %
5 000 eller mer	75,00 %	25,00 %

- 6.2 Vid bestämmande av hur stor del av Nettointäkterna som för viss månad skall anses hänförliga till fast avgift respektive rörlig ersättning, skall avdragna kostnader allokeras *pro rata* i förhållande till storleken av intäkter hänförliga till respektive ersättningsform. Som illustrerande exempel: om två tredjedelar av Scientias intäkter från Fonden viss månad utgörs av fast ersättning, skall två tredjedelar av kostnaderna för avgifter till Pensionsmyndigheten hänförliga till denna månad anses belasta intäkterna från den fasta avgiften.
- 6.3 Till grund för bestämmandet av storleken på Positiv Pensions andel av Nettointäkterna för viss månad enligt punkt 6.1 ovan skall läggas den genomsnittliga fondförmögenheten under aktuell månad.
- 6.4 Positiv Pensions rätt till intäktsdelning gäller från första kronan. Utbetalning av Positiv Pensions andel av Nettointäkterna skall ske senast sju (7) bankdagar efter den dag då Scientia erhållit aktuella Nettointäkter från Fonden. Scientia skall, i samband med utbetalningen, tillstålla Positiv Pension en rapport utvisandes beräkningen av aktuell månads Nettointäkter.
- 6.5 Positiv Pension skall ha rätt att, högst en (1) gång per kalenderkvartal, själva eller genom sin registrerade revisor granska underlag från Pensionsmyndigheten samt sådant därtill relaterat material som är nödvändigt för att verifiera Scientias beräkningar av Nettointäkter avseende tidigare utbetalade belopp, så långt som tillämpliga avtal med Pensionsmyndigheten tillåter. Positiv Pension skall i god tid före önskad tidpunkt framställa begäran härom, och aktuella handlingar skall om särskilda skäl ej föreligger hållas tillgängligt i Scientias affärslokaler (eller annan av Scientia skäligen anvisad plats) senast två (2) veckor efter att Positiv Pension givit Scientia meddelande om att man önskar granska materialet. Granskning skall ske under normal kontorstid, och skall göras på ett sätt som ej stör Scientias dagliga verksamhet. Till undvikande av tvivel omfattas samtlig information som lämnas av Scientia i anslutning till Positiv Pensions granskning enligt denna punkt 6.5 av sekretessåtagandet under punkt 10 nedan.
- 6.6 För det fall de Nettointäkter som Scientia erhållit under visst år visar sig oriktiga, t.ex. i det fall avgiften till Pensionsmyndigheten revideras i efterhand, skall justering för detta göras mellan Parterna. Sådan justering skall göras per den 31 december, och sker genom att Scientia justerar nästkommande utbetalning(ar) till Positiv Pension.

## 7. INITIAL INTÄKTSDELNING OCH CATCH-UP

- 7.1 Parterna är överens om att de första 2 400 000 kronorna av de Nettointäkter som Scientia erhåller skall, med avvikelse från punkt 6 ovan, fördelas mellan Parterna enligt följande:

- (a) Först skall Scientia erhålla 100 % av Nettointäkterna, till dess att Scientia erhållit 900 000 kronor.
  - (b) Därefter skall Positiv Pension erhålla 80 % av Nettointäkterna (och Scientia erhålla 20 % av Nettointäkterna), till dess att Positiv Pension erhållit 1 200 000 kronor (och Scientia erhållit 300 000 kronor).
- 7.2 Till undvikande av tvivel skall Nettointäkterna därefter, när Parterna erhållit 1 200 000 kronor vardera i enlighet med punkt 7.1 ovan, delas mellan Parterna i enlighet med punkt 6 ovan.

## 8. AVTALSPERIOD

- 8.1 Detta Avtal träder i kraft på dagen för Avtalets undertecknande av båda Parter och gäller under en initial period fram till dess att tre (3) år förflutit från Fondstarten.
- 8.2 Om Avtalet inte sagts upp i enlighet med punkt 8.3 nedan, förlängs Avtalet löpande med perioder om tre (3) år i taget till dess att Avtalet sägs upp i enlighet med punkt 8.3 nedan.
- 8.3 Uppsägning av Avtalet skall ske skriftligen. Avtalet kan sägas upp till upphörande vid utgången av någon av perioderna enligt punkt 8.1 och 8.2 ovan, med beaktande av en uppsägningstid om sex (6) månader.
- 8.4 Skulle Finansinspektionen av någon anledning inom sex (6) månader från dagen för detta Avtal inte ha beviljat Scientia tillstånd att bedriva Fonden, skall vardera Parten äga rätt att med omedelbar verkan säga upp detta Avtal, utan hinder av någon annan bestämmelse i detta Avtal och utan att den andra Parten skall ha någon rätt att framställa krav eller anspråk i anledning av detta.
- 8.5 Oaktat punkterna 8.1-8.3 ovan, äger vardera Parten rätt att säga upp detta Avtal till omedelbart upphörande, i händelse av att den andra Parten gör sig skyldig till ett väsentligt brott mot detta Avtal. Utan begränsning av det föregående skall väsentligt avtalsbrott anses föreligga om Part försätts i konkurs, upptar ackordsförhandling, träder i likvidation eller på annat sätt skäligen kan antas ha kommit på obestånd.

## 9. FONDENS UPPHÖRANDE

- 9.1 Positiv Pension accepterar att Scientia kan komma att vilja avsluta Fonden. Scientia skall därför ha rätt att, efter eget gottfinnande och oaktat punkt 8 ovan, när som helst med beaktande av fyra (4) månaders uppsägningstid avsluta Fonden och därmed säga upp detta Avtal till upphörande.
- 9.2 Om Positiv Pension, efter det att Scientia givit meddelande om uppsägning enligt punkt 9.1 ovan men innan uppsägningstiden löpt ut, anvisar en tredje part att utses till ny fondförvaltare för Fonden ("**Nya Förvaltaren**"), och om utseendet av Nya Förvaltaren inte vore oskäligt för Scientia, skall Scientia ej äga rätt att avsluta Fonden. Parterna skall då gemensamt verka för att Nya Förvaltaren registreras som fondförvaltare för Fonden. Om Nya Förvaltaren inte blivit registrerad som fondförvaltare för Fonden inom [tre (3)] månader från det datum då Positiv Pension givit meddelande till Scientia enligt denna punkt 9.2, äger Scientia ändock rätt att efter fritt skön avsluta Fonden och därmed säga upp detta Avtal till omedelbart upphörande.
- 9.3 Oaktat punkterna 9.1 och 9.2 ovan skall Scientia äga rätt att, om så skulle krävas på grund av tillämplig lag eller författning eller på grund av myndighetsbeslut, när som helst avsluta Fonden och därmed säga upp detta Avtal till omedelbart upphörande.

- 9.4 Parterna accepterar att ingendera Parten skall äga rätt att framställa några krav eller anspråk på den andra Parten i anledning av detta Avtal för det fall Scientia säger upp detta Avtal med stöd av punkt 9.1.

## 10. SEKRETESS

- 10.1 Med "**Konfidentiell Information**" avses i detta Avtal varje uppgift - teknisk, kommersiell eller av annan art – som utlämnas inom ramen för Parternas samarbete enligt detta Avtal, oavsett om uppgiften dokumenterats eller inte, med undantag för uppgifter som är eller blir allmänt kända eller som kommit eller kommer till allmän kännedom på annat sätt än genom Parts brott mot bestämmelse i detta Avtal. Konfidentiell Information inkluderar, men är inte begränsat till:

- (a) material som producerats av mottagande Part, i vilket material Konfidentiell Information ingår, samt
- (b) information om bestämmelserna i detta Avtal.

- 10.2 Konfidentiell Information får inte utan den andra Partens skriftliga godkännande yppas av mottagande Part till tredje man. Konfidentiell Information får yppas enbart till sådana anställda och rådgivare som behöver få tillgång till informationen i syfte att främja mottagande Parts fullgörande av sina skyldigheter under detta Avtal. Parterna skall också tillse att dessa anställda och rådgivare förbinder sig att iaktta sekretess i enlighet med bestämmelserna i detta Avtal.

- 10.3 Utan hinder av det som ovan nämnts har Part eller koncernbolag till Part (vilket även innefattar utländska motsvarigheter till koncernbolag) rätt att avslöja Konfidentiell Information på begäran av domstol, annan myndighet, börs eller auktoriserad marknadsplats om Parten eller koncernbolaget är skyldigt att lämna informationen enligt tillämplig lag, författning eller regler hos börsen eller den auktoriserade marknadsplatsen.

- 10.4 Blir Part eller koncernbolag till Part tvungen att enligt punkt 10.3 ovan avslöja Konfidentiell Information, skall Part utan dröjsmål och innan sådant avslöjande sker, skriftligen meddela den andra Parten därom, samt även vidta rimliga åtgärder för att i möjligaste mån skydda den andra Partens intressen.

- 10.5 Bestämmelserna i denna punkt 10 gäller utan begränsning i tiden.

## 11. ÖVRIGT

- 11.1 Detta Avtal får ej överlätas till tredje part utan skriftligt godkännande från den andra Parten.

- 11.2 Detta Avtal utgör Parternas fullständiga reglering av alla frågor som Avtalet berör och ersätter samtliga skriftliga eller muntliga åtaganden, utfästelser och överenskommelser som föregått detta Avtal.

- 11.3 Parterna har diskuterat möjligheten att attrahera ytterligare kapital till Fonden i form av tjänstepensionsavsättningar eller andra pensionslösningar. Parterna har för avsikt att utvärdera möjligheten till ett framtida samarbete kring detta. Ett sådant samarbete skall vara föremål för särskild överenskommelse mellan Parterna.

- 11.4 För det fall bindande myndighetsbeslut eller ändrad lagstiftning skulle få till innebörd att detta Avtal helt eller delvis blir ogiltigt eller att Parternas samarbete under detta Avtal i icke oväsentlig omfattning försvåras eller förhindras, skall Parterna gemensamt söka få till stånd en lämplig och för Parterna kommersiellt acceptabel justering av Avtalet.

## 12. TILLÄMPLIG LAG OCH TVISTER

- 12.1 På detta Avtal skall svensk lag tillämpas.
- 12.2 Tvist i anledning av detta Avtal skall slutligt avgöras genom skiljedom administrerat vid Stockholms Handelskammars Skiljedomsinstitut ("**Institutet**").
- 12.3 Institutets Regler för Förenklat Skiljeförfarande skall gälla om inte Institutet med beaktande av målets svårighetsgrad, tvisteföremålets värde och övriga omständigheter bestämmer att Reglerna för Stockholms Handelskammars Skiljedomsinstitut skall tillämpas på förfarandet. I sistnämnda fall skall Institutet också bestämma om skiljenämnden skall bestå av en eller tre skiljemän.
- 12.4 Skiljeförfarandet skall äga rum i Göteborg.
- 12.5 Parterna åtar sig att behandla all information som framkommer under sådant skiljeförfarande strikt konfidentiellt. Detta åtagande omfattar all information som framkommer under sådant skiljeförfarande, såväl som beslut som fattas eller dom som avkunnas under förfarandet. Information som omfattas av detta åtagande får inte av någon Part avslöjas för tredje man utan den andre Partens föregående skriftliga godkännande. Part eller koncernbolag till Part (vilket även omfattar utländska motsvarigheter till koncernbolag) skall dock ha rätt att avslöja sådan information för att på bästa sätt kunna tillvarata sin rätt i samband med tvisten, eller på begäran av domstol, annan myndighet, börs eller auktoriserad marknadsplats, om Parten eller koncernbolaget är skyldigt att lämna informationen enligt tillämplig lag, författning eller regler hos börsen eller den auktoriserade marknadsplatsen.
-

Detta Avtal har upprättats i två (2) likalydande exemplar, av vilka Parterna har tagit var sitt exemplar.

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(Ort och datum)

---

(Ort och datum)

**Scientia Fund Management AB**

**Positiv Pension i Sverige AB**

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Erik Lidén, verkställande direktör

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Oscar Berggren

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Staffan Gavel, ordförande

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Niclas Tapper



**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](mailto: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

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**").

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 assume 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.

## **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

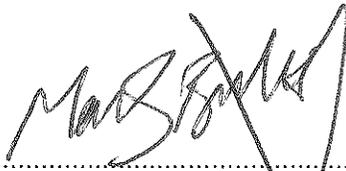
any non-contractual claims between the parties, shall be governed by the substantive law of Sweden, without regard to its conflict of laws regulations.

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.

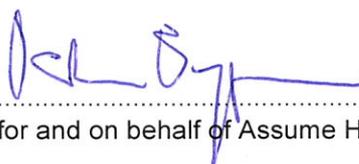
This Letter of Intent shall become null and void unless executed by all parties prior to the close of business on May 8, 2013.

[SIGNATURES FOLLOWS]

Best regards,

.....  
for and on behalf of ABS Investment Group LLC

Acknowledged and Accepted:

  
.....  
for and on behalf of Assume Holding AB

Oskar Berggren

  
.....  
May 8, 2013

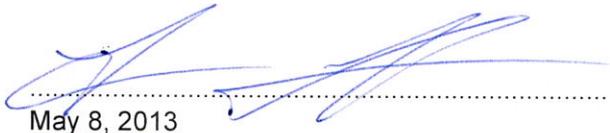
NICLAS TAPPER

Acknowledged and Accepted:

  
.....

Henrik Jakobsson

for and on behalf of Dynamiq Creation AB



May 8, 2013

Henrik Jakobsson



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





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



**CALCULATION FOR PP FUND FEE FOR JULY 2013**

		customers	capital
<b>Total number, July 1, 2013:</b>		<b>21309</b>	<b>2 180 954 161 kr</b>
<b>left fund</b>	<b>SP who changed PPM code</b>	<b>1742</b>	<b>168 487 359 kr</b>
<b>left fund</b>	<b>Left SP</b>	<b>399</b>	<b>44 016 217 kr</b>
<b>In fund</b>	<b>Sp customer (with agreement)</b>	<b>12041</b>	<b>1 370 898 350 kr</b>
<b>In fund</b>	<b>not SP – in fund</b>	<b>5554</b>	<b>597 552 235 kr</b>
<b>left fund</b>	<b>not SP – left fund</b>	<b>1573</b>	<b>0 kr</b>
<b>Total number, August 1, 2013:</b>		<b>17595</b>	<b>1 968 450 585,00 kr</b>
<b>Total PP Fund Fee for July 2013:</b>			<b>1 123 797</b>
<b>SP portion of PP Fund Fee for July 2013:</b>			<b>742 570</b>
<b>ABS portion of PP Fund Fee for July 2013:</b>			<b>381 227</b>

SP customer	personal_numbe	is_active	working PPM	pin	capital	paying
NO	194701287585	NO	NO			NO
NO	194701238042	YES	YES		49093	YES
NO	194701017800	YES	YES		123789	YES
NO	194701035810	NO	YES			YES
NO	194701047005	NO	NO			NO
NO	194611139371	YES	YES		93604	YES
NO	194611305501	YES	YES		80616	YES
NO	194609302718	NO	NO			NO
NO	194608180503	NO	NO			NO
NO	194608214310	YES	YES		85129	YES
NO	194608238038	NO	NO			NO
NO	194608026219	YES	YES		119561	YES
NO	194608051696	YES	YES		3928	YES
NO	194608095529	YES	YES		48800	YES
NO	194606216218	NO	NO			NO
NO	194606288217	NO	NO			NO
NO	194607027929	NO	NO			NO
NO	194605239542	NO	NO			NO
NO	194606041038	YES	YES		107747	YES
NO	194605140336	YES	YES		79317	YES
NO	194605187618	YES	YES		99647	YES
NO	194605066606	NO	NO			NO
NO	194605096850	NO	NO			NO
NO	194603105455	NO	NO			NO
NO	194603165517	YES	YES		82418	YES
NO	194603195415	NO	NO			NO
NO	194602194831	NO	NO			NO
NO	194602041958	NO	NO			NO
NO	194602064919	NO	NO			NO
NO	194602161020	YES	YES		61368	YES
NO	194601054838	NO	NO			NO
NO	194512114895	YES	YES		114036	YES
NO	194512165723	NO	NO			NO
NO	194512219371	NO	NO			NO
NO	194510266614	YES	YES		75075	YES

		customers	capital
Total number		21309	2 180 954 161 kr
left fund	SP who changed PPM code	1742	168 487 359 kr
left fund	Left SP	399	44 016 217 kr
In fund	Sp customer (with agreement)	12041	1 370 898 350 kr
In fund	not SP – in fund	5554	597 552 235 kr
left fund	not SP – left fund	1573	0 kr
total amount for invoice		17595	1 968 450 585,00 kr

		customers	capital
Total number		21309	2,180,607,059 kr
left fund	SP who changed PPM code	1742	168,487,359 kr
left fund	Left SP	399	44,016,217 kr
In fund	Sp customer (with agreement)	12041	1,370,898,350 kr
In fund	not SP – in fund	5549	597,205,133 kr
left fund	not SP – left fund	1570	0 kr
total amount for invoice		17595	1,968,450,585.00 kr

SP=YES, Active=Yes, PIN=NO  
 SP=YES, Active=NO  
 SP='YES', ACTIVE='YES', PIN='YES'  
 SP=NO, in\_fund=YES  
 SP=NO, in\_fund=NO

**VERIFICATION OF PIN-CODES AND PPM BALANCES**

Positiv Pension i Sverige AB (556791-9856)

The result of the verification of the PIN-codes and PPM balances made in Stockholm 29 of june 2013 is:

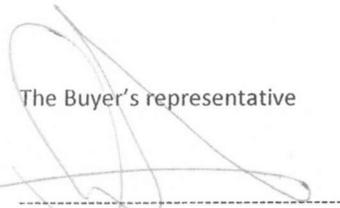
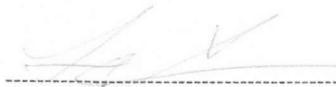
- Verified clients with correct PIN-code: 20455
- Verified total balance of the PPM-investments: 2.256.512.338 SEK (Swedish krona)

The verification is executed by the personal and system held by the buyer.

**This is verified and agreed by both parties.**

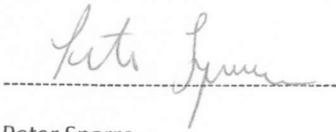
The Sellers representatives

The Buyer's representative

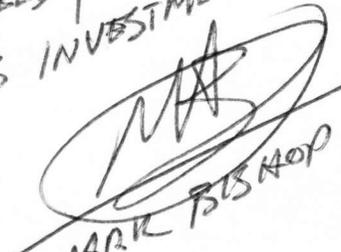


Henrik Jakobsson

Emil Amir Ingmanson



Peter Sparre

AGREED & ACCEPTED:  
ABS INVESTMENT GROUP  
BY:   
MARK BISHOP