

# Bilaga 15 A

Justerad 2019-09-06

STOCKHOLMS TINGSRÄTT  
Avdelning 2

INKOM: 2019-10-16  
MÅLNR: B 9735-17  
AKTBIL: 1265

(PM)  
**Bilaga A och B**

till förundersökningsprotokoll

**EB-4689-16**

## **Grovt bedrägeri mm i**

Optimus Fonder AB (556673-5758)

Falcon Funds SICAV PLC (SV295)

mfl.

Misstänkta:

Max Serwin (fd Emil Amir Ingmansson), 771006-0570  
Mark Bishop, 560512-0000  
Afram Gergeo, 770205-0316  
mfl.

Förundersökningsledare:

Kammaråklagare Jerker Asplund  
Kammaråklagare Ingela Ohlén  
Extra åklagare Gunnar Stetler

**Bilaga A och B**  
**till**  
**PM om MBS.er**  
**köpta av**  
**Optimus.**

# Bilageförteckning

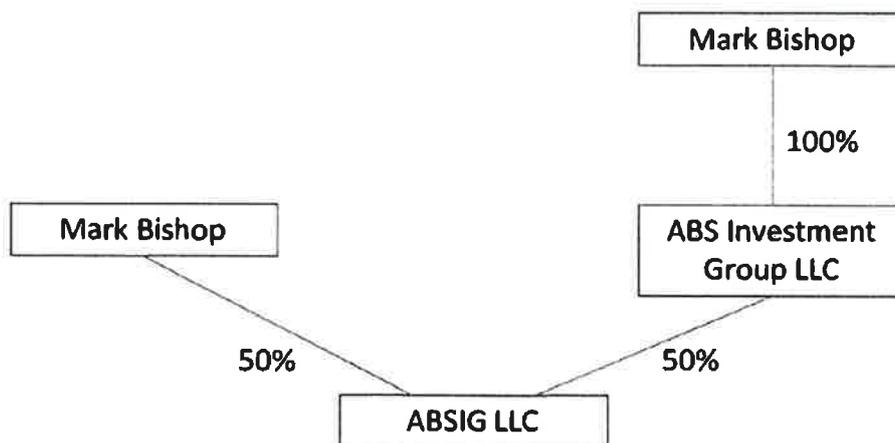
<u>Sid</u>		<u>Från</u>	<u>Avser</u>
1	Underlag till PM		
2 - 3	Innehållsförteckning		
4	<b><u>Kap. 6.2 ABSIG</u></b>		
5	Bilaga A 1.	Finansinspektionen	Chart över ägandet av ABSIG och ABS I G
6	<b><u>Kap. 6.4 SVC</u></b>		
7 - 10	Bilaga A 2	Companies House	Utdrag från Companies House avseende företrädare för SVC
11	Bilaga A 3	EBM	Sammanställning av EBM över SVC.s finders fee fakturor 2012/2013.
12 - 19	Bilaga A 4	SVC.s bokföring	SVC.s fakturor till ABS I G för finders fee (11 MBS.affärer, 8 betalningar).
20	Bilaga A 5	Barclays Bank	ABS I G.s betalningar till SVC för finders fee (11 MBS.affärer, 8 betalningar).
21	Bilaga A 6	Close Brothers	Bankkontoutdrag för SVC.a konto i Oddo Close Brothers.
22	<b><u>Kap.6.5 Zeptunus Ltd</u></b>		
23	Bilaga A 7	Rättshjälp Isle of Man	Utdrag från Zeptunus Ltd.s årsredovisning som anger att SVC betalat registreringsavgiften för Zeptunus
24 - 37	Bilaga A 8	Rättshjälp Isle of Man	Handlingar som anger att Ulf Deckmark var ägare till Zeptunus, kopia av hans pass, körkort och svensk elräkning samt Beneficial owner questionnaire.
38 - 42	Bilaga A 9	Rättshjälp Isle of Man	Handling där Ulf Deckmark angavs till banken vara beneficial owner (B.O.)
43 - 45	Bilaga A 10	Rättshjälp Isle of Man	Zeptunus 3 fakturor till ABS I G.
46 - 47	Bilaga A 11	Mark Bishop	Memorandum skriven av Mark Bishop daterad 2013-04-24.
48 - 56	Bilaga A 12	Mark Bishop	Konsultavtal daterat 2013-04-19 mellan ABS I G och Zeptunus Ltd.
57 - 65	Bilaga A 13	Mark Bishop	Konsultavtal daterat 2013-04-19 mellan Solid Venture Capital Limited och Zeptunus Ltd.
66 - 68	Bilaga A 14	Mark Bishop	Mail mellan Mark Bishop och företrädare för det företag som handhar Zeptunus förvaltning.
69	Bilaga A 15	Mark Bishop	Zeptunus Payable Schedule.xlsx.
70	Bilaga A 16	Mark Bishop/EBM	Zeptunus Payable Schedule.xlsx med EBM.s uppgifter om vilka MBS.er som provisionen avser.
71 - 73	Bilaga A 17	Mark Bishop	Tre bankbetalningar till Zeptunus Ltd.
74	Bilaga A 18	Mark Bishop	Faktura från ABS I G daterad 2013-09-06.

75 **Kap. 7 Genomförda MBS-affärer**

76 Bilaga B 1 EBM Sammanfattning i Excel över de 17 + 2 MBS affärerna.

# ABS I G

## Ownership structure



FINANSINSPEKTIONEN  
Ink. 2012-07-20  
Dnr.

Appendix 5

# SVC

## Companies House

*Bitaga 172*

Companies House does not verify the accuracy of the information filed  
Search for companies or officers

# SOLID VENTURE CAPITAL LTD

Company number **05179108**

- [Officers](#)
- [Persons with significant control \(https://beta.companieshouse.gov.uk/company/05179108/persons-with-significant-control\)](https://beta.companieshouse.gov.uk/company/05179108/persons-with-significant-control)

## Filter officers

Current officers

Apply filter

## 12 officers / 11 resignations

---

### **RATTRAY, Simon, Dr**

Correspondence address

**Southgate Office Village 286a, Chase Road, Southgate, London, England, N14 6HF**

Role **Director**

Date of birth **March 1961**

Appointed on **22 February 2018**

Nationality **British**

Country of residence **Medical Doctor**

Occupation **Malta**

---

### **AL JAMALI, Ibtisam**

Correspondence address

**34 Susan Constant Court, Newport Avenue, London, Greater London, E14 2DL**

Role Resigned **Secretary**

Appointed on **14 July 2004**

Resigned on **27 September 2005**

**RADOSAVLJEVIC, Ivan**

Correspondence address **Vranvagen 18, Tullinge, 14560, Sweden**

Role Resigned **Secretary**

Appointed on **27 September 2005**

Resigned on **3 April 2009**

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**AL JAMALI, Ibtisam**

Correspondence address **34 Susan Constant Court, Newport Avenue, London, Greater London, E14 2DL**

Role Resigned **Director**

Date of birth **December 1976**

Appointed on **14 July 2004**

Resigned on **25 July 2005**

Nationality **British**

Occupation **Business Administrator**

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**ALCRAFT, Joss Burrell**

Correspondence address **Southgate Office Village, 286a Chase Road, Southgate, London, United Kingdom, N14 6HF**

Role Resigned **Director**

Date of birth **October 1972**

Appointed on **7 October 2015**

Resigned on **21 December 2017**

Nationality **British**

Country of residence **United Kingdom**

Occupation **Solicitor**

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**GERGEO, Afram**

Correspondence address **869 High Road, London, United Kingdom, N12 8QA**

Role Resigned **Director**

Date of birth **February 1977**

Appointed on **12 December 2011**

Resigned on **6 October 2017**

Nationality **Swedish**

Country of residence **Sweden**

Occupation **Ceo**

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### **GREGORIOU, Andros**

Correspondence address  
**Southgate Office Village, 286a Chase Road, Southgate, London, United Kingdom, N14 6HF**

Role Resigned **Director**

Date of birth **July 1977**

Appointed on **20 October 2015**

Resigned on **16 January 2018**

Nationality **British**

Country of residence **United Kingdom**

Occupation **Director**

---

### **INGMANSON, Axel Bernt**

Correspondence address **Stralgatan 2, 11263 Stockholm, Sweden**

Role Resigned **Director**

Date of birth **December 1980**

Appointed on **3 April 2009**

Resigned on **12 December 2011**

Nationality **Swedish**

Country of residence **Sweden**

Occupation **Manager**

---

### **INGMANSON, Emil Amir**

Correspondence address **16 Hammarby Kaj, Stockholm, Sweden, 12030**

Role Resigned **Director**

Date of birth **October 1977**

Appointed on **12 December 2011**

Resigned on **7 October 2015**

Nationality **Sweden**

Country of residence **Malta**

Occupation **Cfo**

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**RADOSAVLJEVIC, Ivan**

Correspondence address **Vranvagen 18, Tullinge, 14560, Sweden**

Role Resigned **Director**

Date of birth **May 1978**

Appointed on **27 September 2005**

Resigned on **3 April 2009**

Nationality **Swedish**

Occupation **None**

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**STERN, Fredrik**

Correspondence address **Strandvagen 46, Sollentuna, 19135, Sweden**

Role Resigned **Director**

Date of birth **May 1978**

Appointed on **27 September 2005**

Resigned on **3 April 2009**

Nationality **Swedish**

Occupation **None**

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**SVENSSON, Ingemar Priono**

Correspondence address  
**Apartment 213, New Providence Wharf, 1 Fairmont Avenue, London, E14 9PF**

Role Resigned **Director**

Date of birth **April 1977**

Appointed on **14 July 2004**

Resigned on **27 September 2005**

Nationality **Swedish**

Country of residence **England**

Occupation **Consultant**

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[Is there anything wrong with this page?](#)

**Finders fee till SVC från försäljningar till Optimus.**

Datum	Fnr	Belopp	Belopp i £	Motpart	Anm	Värdepapper
2012-08-23	6	£59 979,07	£59 979,07	ABS I G	Sales Commission for a mortgage backed security deal between ABS Investment Group LLC and a fund company in the EU.	CMLTI, CWL,
2012-08-24	7	£79 223,20	£79 223,20	ABS I G	Sales Commission for a mortgage backed security deal between ABS Investment Group LLC and a fund company in the EU.	GSAMP och PCHLT
2012-09-25	8	£80 255,10	£80 255,10	ABS I G	Sales Commission for a mortgage backed security deal between ABS Investment Group LLC and a fund company in the EU.	LMT 2005
2012-10-18	9	£31 582,80	£31 582,80	ABS I G	Sales Commission for a mortgage backed security deal between ABS Investment Group LLC and a fund company in the EU.	MARM
2012-11-23	13	£59 832,07	£59 832,07	ABS I G	Sales Commission for a mortgage backed security deal between ABS Investment Group LLC and a fund company in the EU.	CFAB
2012-12-13	14	£151 722,14	£151 722,14	ABS I G	Sales Commission for a mortgage backed security deal between ABS Investment Group LLC and a fund company in the EU.	IndyMac+CWALT
2012-12-20	11	£3 016,90	£3 016,90	CBSB	Sales Commission for a corporate bond trade between CBSB and a fund company in Sweden.	Homann
2013-02-05	18	£79 584,05	£79 584,05	ABS I G	Sales Commission for a mortgage backed security deal between ABS Investment Group LLC and a fund company in the EU.	CBASS 2007 CB1
2013-02-05	19	£84 920,06	£84 920,06	ABS I G	Sales Commission for a mortgage backed security deal between ABS Investment Group LLC and a fund company in the EU.	CBASS 2007 CB1
2013-02-11	12	£15 848,10	£15 848,10	CBSB	Sales Commission for a corporate bond trade between CBSB and a fund company in Sweden.	Scholz Zeidung
2013-03-19	15	£25 674,00	£25 674,00	CBSB	Sales Commission for a mortgage backed security deal between ABS Investment Group LLC and a fund company in the EU.	ADLER Real Estate
2013-04-16	16	£12 800,40	£12 800,40	CBSB	Sales Commission for a corporate bond trade between CBSB and a fund company in Sweden.	Constantin Medien
2013-05-08	17	£28 450,90	£28 450,90	CBSB	Sales Commission for a corporate bond trade between CBSB and a fund company in Sweden.	PNE Wind
2013-07-08	21	£38 759,40	£38 759,40	CBSB	Sales Commission for a corporate bond trade between CBSB and a fund company in Sweden.	Rickmers Holding
2013-07-09	22	£38 768,00	£38 768,00	Baader Bank	Sales Commission for a corporate bond trade between Baader Bank and a fund company in Sweden.	DIC Asset
2013-07-17	23	€ 15 000	£13 005,71	CBSB	Sales Commission for a corporate bond deal between SVC anc CBSB	Rickmers Holding
2013-08-20	24	€ 100 000	£87 920,59	CBSB	Sales Commission for a corporate bond deal between SVC anc CBSB	Homann + Scholz Hold
2013-08-22	25	€ 35 000	£30 844,61	CBSB	Re: Rickmers. Sales commission for a corporate bond deal between SVC and CBSB.	Rickmers Holding
			£922 187,10			

Bilaga A4

**Solid Venture Capital Ltd**  
**869 High Road**  
**London**  
**N12 8QA**

Office phone +4685-172 07 00  
Mobile phone +4673-293 99 99  
Email [eai@solidequity.se](mailto:eai@solidequity.se)

VAT Registration No. GB 140 6939 10

ABS Investment Group LLC  
707 Broadway 18th Floor  
San Diego, CA  
US, 92101

**Invoice No. 6**  
**Invoice/Tax Date 23/08/2012**  
**Customer Ref Mark Bishop**  
**Our Ref Emil Amir Igmanson**

Service Details	Tax Rate £	Net Amount £
Sales Commission for a mortgage backed security deal between ABS Investment Group LLC and a fund company in the EU.	-	59,979.07

Settlement is due within 28 days. We reserve the right to charge interest on late payment  
Please make cheques payable to: Solid Venture Capital Ltd  
Bank Payments to Solid Venture Capital Ltd  
Sort Code 20-95-61  
Account number 33313980  
IBAN GB04 BARC 2095 6133 3139 80  
SWIFTBIC BARCGB22

<b>Net Amount</b>	59,979.07
<b>Tax Amount</b>	-
<b>Invoice Total</b>	59,979.07

**Solid Venture Capital Ltd**  
**869 High Road**  
**London**  
**N12 8QA**

Office phone +4685-172 07 00  
 Mobile phone +4673-293 99 99  
 Email [eai@solidequity.se](mailto:eai@solidequity.se)

VAT Registration No. GB 140 6939 10

ABS Investment Group LLC  
 707 Broadway 18th Floor  
 San Diego, CA  
 US, 92101

**Invoice No. 7**  
**Invoice/Tax Date 24/08/2012**  
**Customer Ref Mark Bishop**  
**Our Ref Emil Amir Igmanson**

**Service Details**

Sales Commission for a mortgage backed security deal  
 between ABS Investment Group LLC and a fund company  
 in the EU.

**Tax Rate**  
**£**

**Net Amount**  
**£**

-

79,223.20

Settlement is due within 28 days. We reserve the right to charge  
 interest on late payment

Please make cheques payable to: Solid Venture Capital Ltd

Bank Payments to Solid Venture Capital Ltd

Sort Code 20-95-61

Account number 33313980

IBAN GB04 BARC 2095 6133 3139 80

SWIFTBIC BARCGB22

**Net Amount** 79,223.20

**Tax Amount** -

**Invoice Total** 79,223.20

**Solid Venture Capital Ltd**  
**869 High Road**  
**London**  
**N12 8QA**

Office phone +4685-172 07 00  
Mobile phone +4673-293 99 99  
Email [eai@solidequity.se](mailto:eai@solidequity.se)

**VAT Registration No. GB 140 6939 10**

**ABS Investment Group LLC**  
**707 Broadway 18th Floor**  
**San Diego, CA**  
**US, 92101**

**Invoice No. 8**  
**Invoice/Tax Date 25/09/2012**  
**Customer Ref Mark Bishop**  
**Our Ref Emil Amir Igmanson**

<b>Service Details</b>	<b>Tax Rate</b>	<b>Net Amount</b>
	<b>£</b>	<b>£</b>
Sales Commission for a mortgage backed security deal between ABS Investment Group LLC and a fund company in the EU.	-	80,255.10

Settlement is due within 28 days. We reserve the right to charge interest on late payment

Please make cheques payable to: Solid Venture Capital Ltd

Bank Payments to Solid Venture Capital Ltd  
Sort Code 20-95-61  
Account number 33313980  
IBAN GB04 BARC 2095 6133 3139 80  
SWIFTBIC BARCGB22

<b>Net Amount</b>	<b>80,255.10</b>
<b>Tax Amount</b>	<b>-</b>
<b>Invoice Total</b>	<b>80,255.10</b>

**Solid Venture Capital Ltd**  
**869 High Road**  
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**N12 8QA**

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Mobile phone +4673-293 99 99  
Email [eai@solidequity.se](mailto:eai@solidequity.se)

VAT Registration No. GB 140 6939 10

**ABS Investment Group LLC**  
707 Broadway 18th Floor  
San Diego, CA  
US, 92101

**Invoice No. 9**  
**Invoice/Tax Date 18/10/2012**  
**Customer Ref Mark Bishop**  
**Our Ref Emil Amir Igmanson**

**Service Details**

Sales Commission for a mortgage backed security deal  
between ABS Investment Group LLC and a fund company  
in the EU.

**Tax Rate**  
**£**

**Net Amount**  
**£**

- 31,582.80

Settlement is due within 28 days. We reserve the right to charge  
interest on late payment

Please make cheques payable to: Solid Venture Capital Ltd

Bank Payments to Solid Venture Capital Ltd

Sort Code 20-95-61

Account number 33313980

IBAN GB04 BARC 2095 6133 3139 80

SWIFTBIC BARCGB22

**Net Amount** 31,582.80

**Tax Amount** -

**Invoice Total** 31,582.80

**Solid Venture Capital Ltd**  
**869 High Road**  
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VAT Registration No. GB 140 6939 10

ABS Investment Group LLC  
 707 Broadway 18th Floor  
 San Diego, CA  
 US, 92101

**Invoice No. 13**  
**Invoice/Tax Date 23/11/2012**  
**Customer Ref Mark Bishop**  
**Our Ref Emil Amir Igmanson**

<b>Service Details</b>	<b>Tax Rate</b> £	<b>Net Amount</b> £
Sales Commission for a mortgage backed security deal between ABS Investment Group LLC and a fund company in the EU.	-	59,832.07

Settlement is due within 28 days. We reserve the right to charge interest on late payment

Please make cheques payable to: Solid Venture Capital Ltd

Bank Payments to Solid Venture Capital Ltd

Sort Code 20-95-61

Account number 33313980

IBAN GB04 BARC 2095 6133 3139 80

SWIFTBIC BARCGB22

**Net Amount** 59,832.07

**Tax Amount** -

**Invoice Total** 59,832.07

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VAT Registration No. GB 140 6939 10

ABS Investment Group LLC  
707 Broadway 18th Floor  
San Diego, CA  
US, 92101

**Invoice No. 14**  
**Invoice/Tax Date 13/12/2012**  
**Customer Ref Mark Bishop**  
**Our Ref Emil Amir Igmanson**

Service Details	Tax Rate £	Net Amount £
Sales Commission for a mortgage backed security deal between ABS Investment Group LLC and a fund company in the EU.	-	151,722.14

Settlement is due within 28 days. We reserve the right to charge interest on late payment

Please make cheques payable to: Solid Venture Capital Ltd

Bank Payments to Solid Venture Capital Ltd

Sort Code 20-95-61

Account number 33313980

IBAN GB04 BARC 2095 6133 3139 80

SWIFTBIC BARCGB22

<b>Net Amount</b>	151,722.14
<b>Tax Amount</b>	-
<b>Invoice Total</b>	151,722.14

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VAT Registration No. GB 140 6939 10

ABS Investment Group LLC  
 707 Broadway 18th Floor  
 San Diego, CA  
 US, 92101

**Invoice No. 18**  
**Invoice/Tax Date 05/02/2013**  
**Customer Ref Mark Bishop**  
**Our Ref Emil Amir Igmanson**

<b>Service Details</b>	<b>Tax Rate</b>	<b>Net Amount</b>
	<b>£</b>	<b>£</b>
Sales Commission for a mortgage backed security deal between ABS Investment Group LLC and a fund company in the EU.	-	79,584.05

Settlement is due within 28 days. We reserve the right to charge interest on late payment

Please make cheques payable to: Solid Venture Capital Ltd

Bank Payments to Solid Venture Capital Ltd

Sort Code 20-95-61

Account number 33313980

IBAN GB04 BARC 2095 6133 3139 80

SWIFTBIC BARCGB22

<b>Net Amount</b>	79,584.05
<b>Tax Amount</b>	-
<b>Invoice Total</b>	79,584.05

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VAT Registration No. GB 140 6939 10

ABS Investment Group LLC  
 707 Broadway 18th Floor  
 San Diego, CA  
 US, 92101

Invoice No. 19  
 Invoice/Tax Date 05/02/2013  
 Customer Ref Mark Bishop  
 Our Ref Emil Amir Igmanson

Service Details	Tax Rate £	Net Amount £
Sales Commission for a mortgage backed security deal between ABS Investment Group LLC and a fund company in the EU.	-	84,920.06

Settlement is due within 28 days. We reserve the right to charge interest on late payment

Please make cheques payable to: Solid Venture Capital Ltd

Bank Payments to Solid Venture Capital Ltd

Sort Code 20-95-61

Account number 33313980

IBAN GB04 BARC 2095 6133 3139 80

SWIFTBIC BARCGB22

**Net Amount** 84,920.06

**Tax Amount** -

**Invoice Total** 84,920.06

*Bilaga A5*

Datum	Description	Valuta	INSATT Receipts
2012-08-23	ABS INVESTMENT G * 678641*BOND SALE * TFR	GBP	59 979,07
2012-08-24	ABS INVESTMENT G * 209059*BOND SALE * TFR	GBP	79 223,20
2012-09-25	ABS INVESTMENT G * 211028*LMT BOND. * TFR	GBP	80 255,10
2012-10-18	ABS INVESTMENT G * 215315*MARM BOND.* TFR	GBP	31 582,80
2012-11-23	ABS INVESTMENT G * 187475*CFAB BOND.* TFR	GBP	59 832,07
2012-12-13	INCLUDING COMMISSION £55.43 ABS INVESTMENT G * 689182*ARB CWALT * TFR	GBP	151 722,14
2013-02-05	ABS INVESTMENT G * 187760*COMMERCEWE* TFR	GBP	79 584,05
2013-02-05	ABS INVESTMENT G * 187728 * COMMERCEWE* TFR	GBP	84 920,06

## Solid Venture Capital Ltd, UK, USD-konto 200000728 2013-02-01--

## EBM.s noteringar

Datum	Text	Belopp	Saldo	KOMMENTAR	Värdepapper
2013-02-26	Försäljning värdepapper	\$4 318 170,10	\$4 318 170,10	SVC säljer till Close Brothers/Optimus	BOAMS
2013-02-28	Överföring	-\$45 000,00	\$4 273 170,10	Till Solid Equity Nordic AB	
2013-02-28	Överföring	-\$125 000,00	\$4 148 170,10	Till Strategi Placering AB	
2013-03-01	Överföring	-\$3 463 317,66	\$684 852,44	SVC köper från ABS I G	BOAMS
2013-03-05	Överföring	-\$105 944,00	\$578 908,44	Till ABS I G	LMT 2008-6
2013-03-05	Överföring	-\$450 000,00	\$128 908,44	Till SVC Malta	
2013-04-11	Försäljning värdepapper	\$1 296 251,04	\$1 425 159,48	SVC säljer till Close Brothers/Optimus	MSAC
2013-04-12	Överföring	-\$1 040 190,08	\$384 969,40	SVC köper från ABS I G	MSAC
2013-04-12	Överföring	-\$100 000,00	\$284 969,40	Till Solid Equity Nordic AB	
2013-04-18	Överföring	-\$175 000,00	\$109 969,40	Till Solid Equity Nordic AB	
2013-04-18	Överföring	-\$8 000,00	\$101 969,40	Till Solid Music. Sydney Michael Alston	
2013-05-03	Överföring	-\$100 000,00	\$1 969,40	Till Solid Equity Nordic AB	
2013-05-16	Försäljning värdepapper	\$3 762 750,00	\$3 764 719,40	SVC säljer till Close Brothers/Optimus	LMT 2008
2013-05-21	Överföring	-\$250 000,00	\$3 514 719,40	Till Solid Equity Nordic AB	
2013-05-21	Överföring	-\$450 000,00	\$3 064 719,40	Till SVC Malta	
2013-05-21	Överföring	-\$3 015 803,57	\$48 915,83	SVC köper från ABS I G	LMT 2008
2013-06-18	Försäljning värdepapper	\$2 712 910,14	\$2 761 825,97	SVC säljer till Close Brothers/Optimus	BAFC
2013-06-21	Överföring	-\$250 000,00	\$2 511 825,97	Till Solid Equity Nordic AB	
2013-06-21	Överföring	-\$2 169 886,94	\$341 939,03	SVC köper från ABS I G	BAFC
2013-07-01	Överföring	-\$340 000,00	\$1 939,03	Till SVC Malta	
2013-07-12	Försäljning värdepapper	\$2 638 375,61	\$2 640 314,64	SVC säljer till Close Brothers/Optimus	GSAA
2013-07-12	Försäljning värdepapper	\$4 966 773,78	\$7 607 088,42	SVC säljer till Close Brothers/Optimus	FNLC
2013-07-15	Överföring	-\$4 476 773,78	\$3 130 314,64	SVC köper från ABS I G	FNLC
2013-07-15	Överföring	-\$2 379 115,61	\$751 199,03	SVC köper från ABS I G	GSAA
2013-07-15	Överföring	-\$9 966,98	\$741 232,05	Bankavgifter	
2013-07-17	Överföring	-\$250 000,00	\$491 232,05	Till SVC Malta	
2013-07-17	Överföring	-\$250 000,00	\$241 232,05	Till Boardwalk Co Ltd	
2013-07-17	Överföring	-\$200 000,00	\$41 232,05	Till Solid Equity Nordic AB	
2013-07-24	Försäljning värdepapper	\$21 882 155,83	\$21 923 387,88	SVC säljer till Close Brothers/Optimus	SAIL
2013-07-26	Överföring	-\$750 000,00	\$21 173 387,88	Till SVC Malta	
2013-07-26	Överföring	-\$750 000,00	\$20 423 387,88	Till Boardwalk Co Ltd	
2013-07-26	Överföring	-\$200 000,00	\$20 223 387,88	Till Solid Equity Nordic AB	
2013-07-26	Överföring	-\$19 722 155,83	\$501 232,05	SVC köper från ABS I G	SAIL
2013-07-31	Överföring	-\$225 000,00	\$276 232,05	Till SVC Malta	
2013-07-31	Överföring	-\$225 000,00	\$51 232,05	Till Boardwalk Co Ltd	
2013-08-08	Överföring	\$639 403,34	\$690 635,39	SVC säljer tillbaka till ABS I G	FNLC
2013-08-08	Överföring	\$25 000,00	\$715 635,39	Från SVC Malta	
2013-08-08	Inköp värdepapper	-\$710 504,18	\$5 131,21	SVC köper tillbaka från Optimus	FNLC
2013-08-15	Försäljning värdepapper	\$6 052 726,98	\$6 057 858,19	SVC säljer till Close Brothers/Optimus	MANA
2013-08-19	Överföring	-\$4 862 719,53	\$1 195 138,66	SVC köper från ABS I G	MANA
2013-08-19	Överföring	-\$210 000,00	\$985 138,66	Till SVC Malta	
2013-08-19	Överföring	-\$200 000,00	\$785 138,66	Till Solid Equity Nordic AB	
2013-08-26	Överföring	-\$385 000,00	\$400 138,66	Till SVC Malta	
2013-08-26	Överföring	-\$385 000,00	\$15 138,66	Till Boardwalk Co Ltd	
2014-07-03	Överföring	-\$15 000,00	\$138,66	Till SVC.s konto i Barclays Bank	
2016-05-11	Kontot avslutas	-\$138,66	\$0,00	Kontot avslutas	

# **Zeptunus Ltd**

**ZEPTUNUS LIMITED**  
**Accounts Year Ended 31 Dec 2013**

**Creditors consist of:**

**Trade Creditors:**

<u>Description</u>	<u>£</u>
Solid Venture Capital Ltd - Incorporate fee paid	1,995.00
EA Associates	1,566.00
	<u>3,561.00</u>

**Accruals:**

<u>Description</u>	<u>£</u>
Accountancy fee for Dec 2013	3,000.00
Bookkeeping and VAT prep. For Q/E Dec 2013	145.00
Professional fee - Equiom (part of invoice)	895.00
	<u>4,040.00</u>
<b>Creditors Total</b>	<u><b>7,601.00</b></u>

**CITY TRUST LIMITED**  
**First Floor, Ragnall House, Peel Road, Douglas, Isle of Man, IM1 4LZ**  
**Tel: 01624 661881 Fax: 01624 611423**

**BENEFICIAL OWNER QUESTIONNAIRE**

**INTRODUCTION**

Thank you for instructing City Trust to incorporate your new Company.

In order to comply with our Anti Money Laundering regulations it is necessary to obtain certain information and documentation from you. This also serves to protect the assets of your Company because once we hold this information and documentation no one can seek to usurp your position as the beneficial owner of the Company.

This information is strictly confidential and is maintained by us separate to the Company files in a safe.

If there is any matter you would like to discuss in more detail or clarify please contact one of our Directors or Managers and we will be happy to assist.

**INFORMATION REQUIRED**

1a	Full Name:	Ulf Deckmark
1b	Any previous names (if applicable):	
2a	Permanent residential address: <i>(Note: this will be deemed to be the country in which you are resident for tax purposes)</i>	Kometvägen 17, 8fl 183 48 TÄBY Sweden
2b	Any previous full time residential addresses in the last 5 years:	Kometvägen 17, 8fl 183 48 TÄBY Sweden
2c	Country of domicile if different from above (please state reason for claiming domicile i.e. by birth)	
2d	Contact Address (if different from 2a)	

2e	Contact numbers:	Office: +46 (0)8 502 556 03
		Mobile: +46 (0)70 530 93 31
		Fax:
		Other:
		Email 1: Uffe470@hotmail.com
		Email 2: Uffe470@gmail.com
2f	Please list any additional person who we may take instructions from (NB a separate letter of authority will be required)	
3	Nationality:	Swedish
4	Business Occupation:	CEO, Traction Fonder AB
5	Brief background on the nature and type of business carried on in the past:	Manager and CEO in the financial market
6	Source of wealth (e.g. sale of business, inheritance, trading profits). <b>Please be as detailed as possible.</b> (This is as distinct from source of funds)	Sale of business and trading commissions
7	Academic Qualifications (i.e. diploma / degree level or similar)	Collage education in Sweden, se the annex
8	Professional Qualifications (including the year they were obtained):	Se the annex
9	List any memberships of Professional Body/ies (including year of admittance):	
10	Detail all experience relevant to the	

	activity of the proposed new Company:	25 years of experience in the financial market in EU
11	List all other companies of which you own 50% or more	Solid Venture Capital Ltd
12	<p>Have you at any time been convicted of any offence? If so, give full particulars of the court by which you were convicted, the offence and penalty imposed and the date of conviction.</p> <p>This does not apply to (a) an offence committed when you were under 18 years unless the same was committed within the last ten years, (b) an offence in connection with the use or ownership of a motor vehicle which was tried in a court of summary jurisdiction.</p>	NO
13	Have you ever been disciplined by any court or professional body or association to which you have belonged or do belong or been the subject of a regulatory order or been refused or had revoked a license to practice law, accounting or other profession or deal in securities? If so explain the circumstances thereof.	NO
14	Have you been judged bankrupt by a Court?	NO
15	Have you failed to satisfy any debt adjudged due and payable by you as a judgment debtor under an order of court?	NO
16	Have you in connection with the formation or management of any body corporate partnership or un-incorporated institution been adjudged by a court civilly liable for any fraud misfeasance or other misconduct by you towards such a body or company or towards any members thereof? If so, give full particulars.	NO
17	Has any body corporate, partnership or un-incorporated institution with which you have been associated been compulsorily wound up or made an arrangement with its creditors or ceased trading in circumstances where its creditors did not receive or have not received full settlement of their claims, either while you were associated with it or within one year thereof? If so, give full particulars.	NO
18a	Do you hold any political office in any	NO

	country? (if so please provide details)	
18b	Does any member of your family (including extended family) hold any political office in any country? (if so please provide details)	NO
18c	Do any of your associates hold any political office in any country? (if so please provide details)	NO
18d	Do you or your family or associates act as an official or assistant or carry out any work for any political individual (if so please provide details)	NO
19	Please provide any other information which you believe is relevant to the setting up and operation of the Company.	

  
 \_\_\_\_\_  
 Signed

2012-11-26 \_\_\_\_\_  
 Dated

**Faktura** 12 november 2012**Faktura-/OCR-nummer 425 065 932 526****Kundnummer 3083971**
 UIF Deckmark  
 Kometvägen 17 8 tr  
 183 48 TABY


3305463100042998

**Kometvägen 17 / Anläggnings id 735 999 102 108 011 509**

Kostnad för perioden 1 augusti 2012 t o m 31 oktober 2012

Elhandel

Elnät

1 377,78 kr

798,67 kr

**Att betala****2 176,00 kr**HES!

Toppen om Du kan  
 Sända mina papper ihop  
 med Dina.  
 Oh jag förstod rätt skall  
 det ene till Trusten och  
 den andra till Elnät.

M b h



<b>Oss tillhanda senast</b> 4 december 2012	Momsgrundande 1 741,16 kr	Moms 25% 435,29 kr	Ej momsgrundande 0,00 kr	Öresutjämnig -0,45 kr	<b>Att betala</b> <b>2 176,00 kr</b>
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90943781<5SWE6103305M2102126196103300171<<06

(optional)

Extra check on date of birth

Extra check on date of expiry

30 03 1961

12 02 2021

**Check**

**The MRZ code is correct**

The dates of birth match

The expiry dates match

? *If you have any further questions, please contact our helpdesk*

Go to the Quick MRZ Check

COPY

Vi säljer bara ren el från de förnybara energikällorna sol, vind och vatten!



Faktura: 510473653  
Kundnummer: 2153086  
Fakturadatum: 2016-02-15

Ulf Deckmark  
Kometvägen 17 lgh 1802  
183 48 Täby

## Januari

### Ditt avtal: sol, vind & vatten



Rörligt avtal  
Gäller tills vidare

### Din användning: +55%



Januari 2016: 2766 kWh  
Januari 2015: 1784 kWh

### Ditt klimatbidrag: -953 kg



Tack för att du tillsammans med oss bidrar till fortsatt minskat koldioxidutsläpp. Ditt klimatbidrag är beräknat på din förbrukning hittills i år.

#### Information

2016-01-01 justerades kvotplikten för elcertifikat enl. beslut av riksdagen. Justeringen innebär att kostnad för elcertifikat ökar. Samtidigt sker en sänkning av energiskatten. Förändringarna berör alla elkunder i Sverige. Läs mer i allmänna avtalsvillkor och på [telgeenergi.se/elcertifikatkvotplikt](http://telgeenergi.se/elcertifikatkvotplikt)

#### Tips!

Du kan minska din förbrukning av el och minska dina koldioxidutsläpp med ca 150 kg per år genom att sänka temperaturen hemma med en grad.

#### Din insats!

Förnybar energi i bostaden gör stor skillnad. Det är en av de största och enklaste insatserna du som privatperson kan göra för klimatet. Tack för att du gör skillnad!

Webb: [telgeenergi.se](http://telgeenergi.se)  
E-post: [kundtjanst@telgeenergi.se](mailto:kundtjanst@telgeenergi.se)  
Telefon: 020-34 40 40, må-to 8-17, fr 8-15.

Har du frågor, klagomål eller vill ha information om dina rättigheter som kund. Besök [telgeenergi.se](http://telgeenergi.se) rubrik Konsumenträtt eller kontakta vår kundtjänst.

Mer information på nästa sida >

22982

## Summa att betala 2 392,00 kr

Oss tillhanda senast: 2016-02-29

OCR-nr: 51047365310

Plusgiro: 94 31 02-4

Bankgiro: 5391-5849

Kontakta oss om du i fortsättningen vill ha ett inbetalningskort

This is a true copy of the document presented to me today.

Stockholm, February 22, 2016

Ex officio:

Notary Public

Kungsgatan 3, 111 43,  
Stockholm, Sweden

Phone: +46 8 555 699 60



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\* certifier \*

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### Advokat Mikael Bratt AB

Address: Kungsgatan 3, 111 43 Stockholm, Sw  
Phone: +46 8 555 659 60

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**CITY TRUST LIMITED**  
**First Floor, Ragnall House, Peel Road, Douglas, Isle of Man, IM1 4LZ**  
**Tel: 01624 661881 Fax: 01624 611423**

**BENEFICIAL OWNER QUESTIONNAIRE**

**INTRODUCTION**

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**INFORMATION REQUIRED**

1a	Full Name:	Ulf Deckmark
1b	Any previous names (if applicable):	
2a	Permanent residential address: <i>(Note: this will be deemed to be the country in which you are resident for tax purposes)</i>	Kometvägen 17, 8fl 183 48 TÄBY Sweden
2b	Any previous full time residential addresses in the last 5 years:	Kometvägen 17, 8fl 183 48 TÄBY Sweden
2c	Country of domicile if different from above (please state reason for claiming domicile i.e. by birth)	
2d	Contact Address (if different from 2a)	

2e	Contact numbers:	Office: +46 (0)8 502 556 03
		Mobile: +46 (0)70 530 93 31
		Fax:
		Other:
		Email 1: Uffe470@hotmail.com
		Email 2: Uffe470@gmail.com
2f	Please list any additional person who we may take instructions from (NB a separate letter of authority will be required)	
3	Nationality:	Swedish
4	Business Occupation:	CEO, Traction Fonder AB
5	Brief background on the nature and type of business carried on in the past:	Manager and CEO in the financial market
6	Source of wealth (e.g. sale of business, inheritance, trading profits). <b>Please be as detailed as possible.</b> (This is as distinct from source of funds)	Sale of business and trading commissions
7	Academic Qualifications (i.e. diploma / degree level or similar)	Collage education in Sweden, se the annex
8	Professional Qualifications (including the year they were obtained):	Se the annex
9	List any memberships of Professional Body/ies (including year of admittance):	
10	Detail all experience relevant to the	

	activity of the proposed new Company:	25 years of experience in the financial market in EU
11	List all other companies of which you own 50% or more	Solid Venture Capital Ltd
12	<p>Have you at any time been convicted of any offence? If so, give full particulars of the court by which you were convicted, the offence and penalty imposed and the date of conviction.</p> <p>This does not apply to (a) an offence committed when you were under 18 years unless the same was committed within the last ten years, (b) an offence in connection with the use or ownership of a motor vehicle which was tried in a court of summary jurisdiction.</p>	NO
13	Have you ever been disciplined by any court or professional body or association to which you have belonged or do belong or been the subject of a regulatory order or been refused or had revoked a license to practice law, accounting or other profession or deal in securities? If so explain the circumstances thereof.	NO
14	Have you been judged bankrupt by a Court?	NO
15	Have you failed to satisfy any debt adjudged due and payable by you as a judgment debtor under an order of court?	NO
16	Have you in connection with the formation or management of any body corporate partnership or un-incorporated institution been adjudged by a court civilly liable for any fraud misfeasance or other misconduct by you towards such a body or company or towards any members thereof? If so, give full particulars.	NO
17	Has any body corporate, partnership or un-incorporated institution with which you have been associated been compulsorily wound up or made an arrangement with its creditors or ceased trading in circumstances where its creditors did not receive or have not received full settlement of their claims, either while you were associated with it or within one year thereof? If so, give full particulars.	NO
18a	Do you hold any political office in any	NO

	country? (if so please provide details)	
18b	Does any member of your family (including extended family) hold any political office in any country? (if so please provide details)	NO
18c	Do any of your associates hold any political office in any country? (if so please provide details)	NO
18d	Do you or your family or associates act as an official or assistant or carry out any work for any political individual (if so please provide details)	NO
19	Please provide any other information which you believe is relevant to the setting up and operation of the Company.	



Signed

2012-11-26  
Dated



— International —

**Please note** – when filling out this form please use the tab and arrow keys to move between the relevant fields. **Ensure you do not use the return or enter keys.**

**1. Customer information profile (summary sheet)**

Name of intermediary/introducer	CITY TRUST LIMITED
Address of intermediary/introducer	1 <sup>ST</sup> FLOOR, RAGNALL HOUSE 18 PEEL ROAD DOUGLAS ISLE OF MAN
Postcode	IM1 4LZ
Name of intermediary/introducer's regulator	ISLE OF MAN FINANCIAL SUPERVISION COMMISSION

**Identification information**

Entity name (in full)*	ZEPTUNUS LIMITED
Entity identification information*	009110V
Entity registered address*	1 <sup>ST</sup> FLOOR, RAGNALL HOUSE PEEL ROAD DOUGLAS ISLE OF MAN
Postcode	IM1 4LZ
Type of entity*	ISLE OF MAN 2006 COMPANY

**Relationship information**

Purpose / intended nature of business relationship including geographical sphere*	WILL PROVIDE CONSULTANCY SERVICES TO A UK LLP
Type, volume and value of activity expected*	CURRENTLY UNDER DISCUSSION
Source of funds*	LIKELY TO BE FROM CONSULTANCY SERVICES TO UK LLP
Source of Wealth* (Jersey, Guernsey – High Risk & PEP Relationships only, IoM and Gibraltar input for all instances)	AS ABOVE
Details of associated relationships* (if connected to a fund, please provide a structure chart)	

\*Refer to Guidance

**2. Risk factors\***

Is the entity associated with a PEP? Yes  No

Is the entity part of a complex structure? (If yes, please provide a full structure chart) Yes  No

Is the entity connected with a high-risk jurisdiction? Yes  No

Are bearer shares in issue? Yes  No

Is the entity involved in trading? Yes  No

**If Yes**  
Can you confirm that the bearer shares are fully controlled by the Introducer and will not be moved or transferred during the life of

Are commission/consultancy fees a source of wealth? Yes  No

Risk factors identified (provide details)

LOW RISK

**3. Beneficial Owners and Principals**

Are all the directors/partners employees of the Intermediary? Yes  No  If No, please provide:

of directors/partners/trustees or equivalent\* (use additional copies of this sheet as required)

Full name

Full name

Full name

Full name

Full name

**Details of Beneficial Owners and Principals\*** (Detail each beneficial owner [25% or more controlling interest] and use additional copies of this sheet as required)

**Beneficial Owner or Principal**

Legal name, and former names and any other names used

Status of beneficial owner or principal

% ownership

Principal residential address (including country)

Postcode

Date of birth (DD/MM/YYYY)

Place of birth

Nationality

Gender

Government issued personal identification number or other government issued unique identifier (e.g. Passport, Driving Licence etc.)

\*Refer to Guidance

**Beneficial Owner or Principal**

Legal name and former names and any other names used

Status\* of beneficial owner or principal

% ownership

Principal residential address (including country)

Postcode

Date of birth (DD/MM/YYYY)

Place of birth

Nationality

Gender

Government issued personal identification number or other government issued unique identifier (e.g. Passport, Driving Licence etc.)

**Beneficial Owner or Principal**

Legal name and former names and any other names used

Status\* of beneficial owner or principal

% ownership

Principal residential address (including country)

Postcode

Date of birth (DD/MM/YYYY)

Place of birth

Nationality

Gender

Government issued personal identification number or other government issued unique identifier (e.g. Passport, Driving Licence etc.)

**Beneficial Owner or Principal**

Legal name and former names and any other names used

Status\* of beneficial owner or principal

% ownership

Principal residential address (including country)

\*Refer to Guidance

Postcode

Date of birth (DD/MM/YYYY)

Place of birth

Nationality

Gender

Government issued personal identification number or other government issued unique identifier (e.g. Passport, Driving Licence etc.)

**Beneficial Owner or Principal**

Legal name and former names and any other names used

Status\* of beneficial owner or principal

% ownership

Principal residential address (including country)

Postcode

Date of birth (DD/MM/YYYY)

Place of birth

Nationality

Gender

Government issued personal identification number or other government issued unique identifier (e.g. Passport, Driving Licence etc.)

**4. Statement requirements**

Customers typically receive monthly statements. What is your preferred statement date?

If you would prefer an alternative, please tell us your preferred statement frequency (e.g. quarterly)

**5. Your banking requirements**

	Type of account
Business Multi Currency Account	<input checked="" type="checkbox"/>
Business Current Account (sterling only)	<input type="checkbox"/>
Fixed Deposit Account	<input type="checkbox"/>
Other (please specify)	<input type="text"/>

**6. Cheque book and paying-in book requirements**

A standard cheque book contains 60 cheques and a standard paying-in book contains 50 credit slips. Please tell us the number of books you will need initially require (maximum of 3 each for security reasons).

Cheque books

Paying-in books

\*Refer to Guidance

## 7. Your agreement

The terms of your accounts and services and a summary of how we use personal information and our regulatory details are available online for you to read and print. These are important. Please read them.

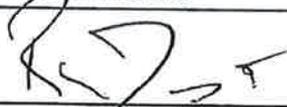
Please go to [www.rbsint.com/terms](http://www.rbsint.com/terms) and enter **RBSICAT** as the product code.

Alternatively, please ask your Relationship Manager for a copy of the Terms and the personal information summary.

By signing

- You agree to the Terms for accounts and services selected in this form
- You confirm the details provided are correct and agree to notify us of any changes
- You confirm that the information provided in this account opening form accurately reflects the customer due diligence information held by you.

Signature: Director/Partner



Name (in full)

RODNEY L MARGOT

Position

DIRECTOR

Date (DD/MM/YYYY)

14/01/2013

Signature: Director/Partner



Name (in full)

BARRY SMITH

Position

DIRECTOR

Date (DD/MM/YYYY)

14/01/2013

## 8. Administrator Details

Please provide a contact name, number and email address, in case of referral.

Name

STEPHEN G DOYLE

Telephone number

01624 661881

Email address

STEVE@CITY-TRUST.COM

The Royal Bank of Scotland International Limited (RBS International). Registered Office: P.O. Box 64, Royal Bank House, 71 Bath Street, St. Helier, Jersey JE4 6PJ. Regulated by the Jersey Financial Services Commission for carrying on deposit-taking business under the Banking Business (Jersey) Law 1991 and for carrying on investment and insurance business under the Financial Services (Jersey) Law 1998. Guernsey business address: P.O. Box 62, Royal Bank Place, 1 Glatigny Esplanade, St. Peter Port, Guernsey, GY1 4BQ. Regulated by the Guernsey Financial Services Commission and licensed under the Banking Supervision (Bailiwick of Guernsey) Law, 1994, as amended, the Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law, 2002, and the Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended. Isle of Man business address: Royal Bank House, 2 Victoria Street, Douglas, Isle of Man IM99 1NJ. Licensed by the Financial Supervision Commission of the Isle of Man to take deposits and carry on investment business and registered with the Insurance and Pensions Authority in respect of general business. The Royal Bank of Scotland International (RBS International) is the registered business name of The Royal Bank of Scotland (Gibraltar) Limited (RBS Gibraltar) under the Business Names Registration Act. Registered office: PO Box 766, 1 Corral Road, Gibraltar. Registration No 32094. Licensed under the Gibraltar Financial Services (Banking) Act 1992, as amended and the Gibraltar Financial Services (Investment and Fiduciary) Act 1989, as amended (Licence No. FSC 00159B) and licensed under the Insurance Ordinance 1987. Copies of our most recent audited accounts are available for inspection on request. RBS International Isle of Man branch is a member of the Depositors' Compensation Scheme as set out in the Compensation of Depositors Regulations 2008. RBS International is a participant in the Gibraltar Deposit Guarantee Scheme Act 1998 ("the Act"). Payments under the scheme are limited to 90% of a depositor's total deposits which qualify for compensation under the Act subject to a maximum payment to any one depositor of £18,000 (or €20,000 if greater). Most deposits denominated in currencies of the EEA are covered. The Royal Bank of Scotland International Limited is a participant in the Guernsey Banking Deposit Compensation Scheme; details are available from our office on request.

RBS168521 17/01/2013

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# Zeptunus Limited

First Floor, Jubilee Buildings, Victoria Street, Douglas, Isle of Man, IM1 2SH  
Telephone: +44 (0) 1624-661881 Facsimile: +44 (0) 1624-611423

Our Reference: SD/CL11015

ABS INVESTMENT GROUP  
707 Broadway,  
San Diego,  
California 92101  
USA

31 July 2013

INVOICE NO. 1

VAT REGISTRATION NO. GB 003 8940 88

	\$
For consulting services provided.	305,350.00
VAT	0.00
Total	<u>305,350.00</u> =====

Please forward your remittance to the following bank account:

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

Directors: R.L. Margot, S.G.M. Doyle (Irish). Secretary: R.L. Margot  
Registered Office: First Floor, Jubilee Buildings, Victoria Street, Douglas, Isle of Man, IM1 2SH  
Registered in the Isle of Man Company No. 009110V

# Zeptunus Limited

First Floor, Jubilee Buildings, Victoria Street, Douglas, Isle of Man, IM1 2SH  
Telephone: +44 (0) 1624-661881 Facsimile: +44 (0) 1624-611423

Our Reference: SD/CL11015

ABS INVESTMENT GROUP  
707 Broadway,  
San Diego,  
California 92101  
USA

20 August 2013

INVOICE NO. 2

VAT REGISTRATION NO. GB 003 8940 88

	\$
For consulting services provided.	175,464.00
VAT	0.00
Total	<u>175,464.00</u> =====

Please forward your remittance to the following bank account:

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

Directors: R.L. Margot, S.G.M. Doyle (Irish). Secretary: R.L. Margot  
Registered Office: First Floor, Jubilee Buildings, Victoria Street, Douglas, Isle of Man, IM1 2SH  
Registered in the Isle of Man Company No. 009110V

# Zeptunus Limited

First Floor, Jubilee Buildings, Victoria Street, Douglas, Isle of Man, IM1 2SH  
Telephone: +44 (0) 1624-661881 Facsimile: +44 (0) 1624-611423

Our Reference: SD/CL11015

ABS INVESTMENT GROUP  
707 Broadway,  
San Diego,  
California 92101  
USA

15 October 2013

INVOICE NO. 3

VAT REGISTRATION NO. GB 003 8940 88

	\$
For consulting services provided.	87,732.00
VAT	0.00
Total	<u>87,732.00</u> =====

Please forward your remittance to the following bank account:

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

Directors: R.L. Margot, S.G.M. Doyle (Irish). Secretary: R.L. Margot  
Registered Office: First Floor, Jubilee Buildings, Victoria Street, Douglas, Isle of Man, IM1 2SH  
Registered in the Isle of Man Company No. 009110V



## **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 slanted upwards to the right.

**(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

**(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.

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## 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

B. J. J. 17/14

**[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> 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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Registered Office: Jubilee Buildings, Victoria Street, Douglas, Isle of Man, IM1 2SH. Registered in the Isle of Man: No 011582C  
You are advised to view our [email disclaimer](#).

---

**From:** Mark Bishop [<mailto:mbishop@absig.com>]  
**Sent:** 31 July 2013 04:43  
**To:** Stephen Doyle  
**Subject:** Zeptunus Limited...

Stephen -

Please be advised that a wire in the amount of USD 305,350 is sent to Zeptunus Limited (account number 58608545) on July 31, 2013, for partial transaction fees due.

If you have any questions, please contact me.

Regards,

Mark

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

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



Bilaga 1715

Accounts Payable Schedule

Month	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	TOTAL	
Solid Arbitrage	0 kr	497 830 kr	863 553 kr	339 834 kr	643 799 kr	1 632 545 kr	1 639 991 kr	5 504 740 kr	0 kr	1 698 676 kr	4 954 777 kr	3 653 761 kr	9 589 385 kr	3 950 102 kr	0 kr	0 kr	0 kr	0 kr	0 kr	34 968 994 kr
Zeptunus Receivable	0 kr	62 229 kr	107 944 kr	42 479 kr	80 475 kr	204 068 kr	204 999 kr	688 093 kr	0 kr	212 335 kr	619 347 kr	456 720 kr	1 198 673 kr	493 763 kr	0 kr	0 kr	0 kr	0 kr	0 kr	4 371 124 kr
* Adjustments	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	169 932 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	169 932 kr
Total Earned Fees																				4 541 056 kr
Zeptunus per cent (%)	12.500%																			
Payments	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	260 022 kr	2 000 000 kr	1 140 517 kr	0 kr	0 kr	0 kr	0 kr	0 kr	3 400 539 kr
Current Balance Payable	0 kr	62 229 kr	170 173 kr	212 652 kr	293 127 kr	497 195 kr	702 194 kr	1 390 287 kr	1 390 287 kr	1 602 621 kr	2 221 968 kr	2 588 598 kr	1 787 272 kr	1 140 517 kr						

\* JULY 2013 NOTES: SVC arb @ 5% of; 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;

Bilagga 1716

**Zeptunus  
Accounts Payable Schedule**

Month	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	TOTAL
Solid Arbitrage	0 kr	497 830 kr	863 553 kr	339 834 kr	643 799 kr	1 632 545 kr	1 639 991 kr	5 504 740 kr	0 kr	1 698 676 kr	4 954 777 kr	3 653 761 kr	9 589 385 kr	3 950 102 kr	0 kr	0 kr	0 kr	0 kr	34 968 994 kr
Zeptunus Receivable	0 kr	62 229 kr	107 944 kr	42 479 kr	80 475 kr	204 068 kr	204 999 kr	688 093 kr	0 kr	212 335 kr	619 347 kr	456 720 kr	1 198 673 kr	493 763 kr	0 kr	0 kr	0 kr	0 kr	4 371 124 kr
* Adjustments	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	169 932 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	169 932 kr
Total Earned Fees																			4 541 056 kr
Zeptunus per cent (%)	12,500%																		
Payments	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	0 kr	260 022 kr	2 000 000 kr	1 140 517 kr	0 kr	0 kr	0 kr	0 kr	3 400 539 kr
Current Balance Payable	0 kr	62 229 kr	170 173 kr	212 652 kr	293 127 kr	497 195 kr	702 194 kr	1 390 287 kr	1 390 287 kr	1 602 621 kr	2 221 968 kr	2 588 598 kr	1 787 272 kr	1 140 517 kr					

Avser enligt EBM:

CMLTI  
CWL  
GSAMP  
PCHLT

CWALT  
INDX  
CFAB  
MARM  
LMT 2005  
MARM  
LMT 2005  
MARM

CBASS GAP  
CBASS GAM  
BOAMS  
BOAMS

MSAC  
LMT 2008  
BAFC

SAIL  
FNLC  
GSAA

MANA

\* 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;

Bitago 1717

# Cash Management

## Print Single Wire Transfer

**Ref #:** 682526

**Created by:** ABS Investment Group LLC - 07/30/2013 08:37 pm PDT

**Approved by:** ABS Investment Group LLC - 07/30/2013 08:37 pm PDT

### SENDER

**Name:** ABS Investment Group LLC

**Tax ID #:** 262119490

**Address:** 707 BROADWAY 18TH FLOOR

**City:** San Diego

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 6192360444

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

**Amount:** \$ \$305,350.00

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

### BENEFICIARY

### 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

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

**Beneficiary's Address 2:**

**Beneficiary's City:** Douglas

**Beneficiary's Region/State:**

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

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

**Beneficiary's Account:** IBAN GB60RBOS16588058608545

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

**Code Type:**

**Local Clearing Code:**

**Institution Name:**

**Institution Address:**

**Institution City:**

**Institution Region/State:**

**Institution Country:**

### BENEFICIARY INSTITUTION

**Code Type:** BIC/SWIFT Code RBOSIMDX

**Local Clearing Code:** 16 58 80

**Institution Name:** Royal Bank of Scotland Intl. Ltd.

**Institution Address:** PO Box 151, 2 Victoria St

**Institution City:** Douglas

**Institution Region/State:**

**Institution Country:** ISLE OF MAN

**ZIP/Postal Code:** IM99 1NJ

# Cash Management

## Print Single Wire Transfer

**Ref #:** 695377

**Created by:** A.B.S.I.G. LLC - 08/20/2013 04:28 am PDT

**Approved by:** A.B.S.I.G. LLC - 08/20/2013 04:28 am PDT

### SENDER

**Name:** A.B.S.I.G. LLC

**Tax ID #:** 262582511

**Address:** 707 BROADWAY 18TH FLOOR

**City:** SAN DIEGO

**State:** California

**ZIP/Postal Code:** 92101

**Phone Number:** 9492516959

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

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

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

### BENEFICIARY

### 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

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

**Beneficiary's Address 2:**

**Beneficiary's City:** Douglas

**Beneficiary's Region/State:**

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

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

**Beneficiary's Account:** IBAN GB60RBOS16588058608545

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

**Code Type:**

**Local Clearing Code:**

**Institution Name:**

**Institution Address:**

**Institution City:**

**Institution Region/State:**

**Institution Country:**

### BENEFICIARY INSTITUTION

**Code Type:** BIC/SWIFT Code RBOSIMDX

**Local Clearing Code:** 16 58 80

**Institution Name:** Royal Bank of Scotland Intl. Ltd.

**Institution Address:** PO Box 151, 2 Victoria St

**Institution City:** Douglas

**Institution Region/State:**

**Institution Country:** ISLE OF MAN

**ZIP/Postal Code:** IM99 1NJ

Print Single Wire Transfer

Ref #: 729631

Created by: ABS Investment Group LLC - 10/15/2013 02:35 am PDT

Approved by: ABS Investment Group LLC - 10/15/2013 02:35 am PDT

SENDER

Name: ABS Investment Group LLC

Tax ID #: 262119490

Address: 707 BROADWAY 18TH FLOOR

City: San Diego

State: California

ZIP/Postal Code: 92101

Phone Number: 6192360444

Account to Debit: ABS - Consulting Fees & Exp:\*0070

Amount: \$ 87,732.00

Submit date: 10/15/2013

BENEFICIARY

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

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

Beneficiary's Address 2:

Beneficiary's City: Douglas

Beneficiary's Region/State:

Beneficiary's Country: ISLE OF MAN

ZIP/Postal Code: IM1 2SH

Beneficiary's Account: IBAN GB60RBOS16588058608545

Special Instructions for the Beneficiary: TRANSACTION AND SERVICE FEES DUE ZEPTUNUS ON 10-15-2013.

Code Type:

Local Clearing Code:

Institution Name:

Institution Address:

Institution City:

Institution Region/State:

Institution Country:

NEFICIARY 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

13G 721-3

Bilaga A 18

## 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)

# MBS.er

