



Bilaga 18 Del 1
(Juridiska personer)
till förundersökningsprotokoll

EB-4689-16

Grovt bedrägeri mm i

Optimus Fonder AB (556673-5758)

Falcon Funds SICAV PLC (SV295)

mfl.

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Innehållsförteckning

(Juridiska personer del 1)

Crown Brand Corporation (Hong Kong)

Rättshjälp Hong Kong

Businessregistration	1
Incorporation form 121026.....	4
Certificate of Incorporation 121101.....	10
Articles of Association	11
Return of Allotsmen 121231	27
Change of secretary and Director 121231	30
Change of particulars of secretary and director 130315.....	33
Change of particulars of secretary and director 130318.....	36
Annual Return 131101	39
Annual Return 141101	47
Audited Finacial statements 31 mars 2014.....	55
Profit taxreturn 2013-14	68
Opening of bank account	74
Passport.....	75

Slagningar Crown Brand

Crown Brand 1.....	76
Crown Brand 2.....	78

ABS Investment Group LLC

Översiktsbild.....	81
Registration	82
Operation agreement ABS (1)	83
AGREEMENT ABS-ABSIG.....	100
Management ABS.....	126

Ansökan ägarprövningar	130
Ansökningsblankett 1b, Appendix B.....	131
Ansökningsblankett 1b, Appendix C.....	145
Statement of Information 2015	165
Ägandet i ABS	166

ABSIG LLC

Översiktsbild	167
Ansökan ägarprövning 20 juli 2012.....	168
Ansökningsblankett 1b, Appendix A.....	169
Ansökningsblankett 1b, Appendix C.....	183
Articles of organization	203
Entity Detail	204
Operating Agreement ABSIG 080318.....	206
Statement of information 2014.....	226
Statement of Information 2016	227

Assume Holding AB

Chart	228
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Astartes Sverige AB

Bolagsverket

Bolagsverkets ärendeförteckning.....	229
Akteiboken 7679 AB 120101	230
Ändringsanmälan 120206.....	237
Ändringsanmälan120802	245
Ändringsanmälan 121025.....	247
Ändringsanmälan 121116 del 1.....	253
Ändringsanmälan 121116 del 2.....	257
Ändringsanmälan 121118.....	272
Ändringsanmälan 121119 del 1.....	280

Ändringsanmälan 121119 del 2.....	294
Ändringsanmälan 121119 egen avgång	296
Ändringshandlingar 130508	298
Ändringsanmälan 130830 egen avgång	307
Ändringsanmälan131001	310
Ändringsanmälan 131118.....	312
Underrättelse om konkurs 160405	314
Årsredovisning 2012.....	316

InfoTorg

Grundinformation	326
Verksamhet-Ändamål.....	327
Registrerade funktionärer	328
Historiska funktionärer och firmateckning from 2013-08-05	329
Historiska funktionärer och firmateckning from 2013-04-11	331
Historiska funktionärer och firmateckning from 2012-11-16	332
Historiska funktionärer.....	333
Skatteregistrering.....	334
Konkurs.....	335

Konkursförvaltare

Edgångssammanstråde	336
Faställande av förv arvode i kk.....	338
Förvaltarberättelse.....	359
Konkursbouppteckning	369

Översiktsbild

Styrelse-aktieägare.....	373
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繳款後，請沿虛線剪下並將有效的商業/分行登記證展示在營業地點。

Please cut along the dotted line after making payment and display the valid business/branch registration certificate at business address.

生效日期 Date of Commencement	屆滿日期 Date of Expiry	登記證號碼 Certificate No.	登記費及徵費 Fee and Levy
01/11/2015	31/10/2016	60552411-000-11-15-0	\$2,250 (登記費 FEE = \$2,000) (徵費 LEVY = \$250)

請注意下列《商業登記條例》的規定：

Please note the following requirements of the Business Registration Ordinance:

- 第 6(6)條規定任何業務獲發商業登記證或分行登記證，並不表示該業務或經營該業務的人或受僱於該業務的僱員已遵從有關的任何法律規定。
- 第 12 條規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。

繳款時請將此商業/分行登記證及繳款通知書完整交出。在付款後，本繳款通知書方成為有效的商業/分行登記證。(請參閱背頁繳款辦法所載內容。)

Please produce this certificate and demand note intact at time of payment. This demand note will only become a valid business/branch registration certificate upon payment. (Please see payment instructions overleaf.)

機印所示登記費及徵費收訖。 RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.

20201 02/11/15 26GLR 001204 CH0 \$2,250.00 M
IRDB101 (12/2010)

CERTIFIED TRUE COPY
We hereby certify that the foregoing document is a true and complete photostatic copy of the original (or a properly certified copy of the original).
Dated: 24 MAY 2019

For and on behalf of
CONPAK MANAGEMENT CONSULTANTS LIMITED
康栢管理顧問有限公司
Authorized Signature(s)

Fup bilaga *Con Pak* Secretary



公司註冊處
Companies Registry

法團成立表格
(股份有限公司)
Incorporation Form
(Company Limited by Shares)

(《公司條例》第 14A 條)
(Companies Ordinance s. 14A)

存案 Filed

公司編號 CR No.
1819358

表格
Form

NC1

填表時請參閱有關的註解。
Please read the accompanying Notes when completing this form.

1 擬採用的公司名稱 Intended Company Name

擬採用的公司英文名稱 Intended English Company Name

CROWN BRAND CORPORATION LIMITED

擬採用的公司中文名稱 Intended Chinese Company Name

致御有限公司

2 公司類別 Type of Company

請在適用的空格內加上 ✓ 號 Please tick the relevant box

私人 Private

非私人 Non-private

3 公司在香港的註冊辦事處擬採用的地址

The Intended Address of the Company's Registered Office in Hong Kong

Unit A, 3/F., Cheong Sun Tower,
116-118 Wing Lok Street,
Sheung Wan,
Hong Kong

(「轉交」地址及郵政信箱號碼恕不接受 'Care of' addresses and post office box numbers are not acceptable)

4 電郵地址 E-mail Address

info@ckltd.co

本處專用 For Official Use

Document Ref. No.:T0000130717

Submission Date:01/11/2012



表格
Form **NC1**

5 股本 Share Capital

擬註冊股本 Share Capital to be Registered				創辦成員共承購 各類股份的總面值 Total Nominal Value of Each Class of Shares to be Taken up by Founder Member(s)
股份類別 Class of Shares	股份數目 Number of Shares	每股的面值 Nominal Value of Each Share	各類股份的總面值 Total Nominal Value of Each Class	
Ordinary	10,000	HKD 1	HKD 10,000	HKD 1
總值 Total			HKD 10,000	HKD 1

6 創辦成員 Founder Members

1 中文姓名／名稱
Name in Chinese

金栢利秘書服務有限公司

英文姓名／名稱
Name in English

Company Kit Secretarial Services Limited

地址
Address

Unit A, 3/F., Cheong Sun Tower,
116-118 Wing Lok Street,
Sheung Wan,
Hong Kong

承購的股份
Shares to be taken

Ordinary

1

股份類別 Class of shares

股份數目 Number of shares

2 中文姓名／名稱
Name in Chinese

英文姓名／名稱
Name in English

地址
Address

承購的股份
Shares to be taken

股份類別 Class of shares

股份數目 Number of shares

表格
Form **NC1**

7 首任秘書 First Secretary

A. 個人秘書 Individual Secretary

1 中文姓名
Name In Chinese

英文姓名 Name in English

(姓氏 Surname)

(名字 Other Names)

前用姓名
Previous Names

別名
Alias

香港住址
Hong Kong
Residential
Address

(「轉交」地址及郵政信箱號碼恕不接受 'Care of' addresses and post office box numbers are not acceptable)

電郵地址
E-mail Address

身份證明 Identification

a 香港身份證號碼
Hong Kong Identity Card Number

b 護照
Passport

簽發國家 Issuing Country

號碼 Number

B. 法人團體秘書 Corporate Secretary

1 中文名稱
Name In Chinese

金栢利註冊有限公司

英文名稱
Name in English

Company Kit Registrations Limited

香港地址
Hong Kong
Address

Unit A, 3/F., Cheong Sun Tower,
116-118 Wing Lok Street,
Sheung Wan,
Hong Kong

(「轉交」地址及郵政信箱號碼恕不接受 'Care of' addresses and post office box numbers are not acceptable)

電郵地址
E-mail Address

info@ckltd.co

公司編號 Company Number
(只適用於在香港註冊的法人團體)
(Only applicable to body corporate registered in Hong Kong)

586217

表格 **NC1**
Form

8 首任董事 First Directors

A. 個人董事 Individual Director

1 中文姓名
Name in Chinese

英文姓名 Name in English

(姓氏 Surname)

(名字 Other Names)

前用姓名
Previous Names

別名
Alias

住址
Residential Address

(國家/地區 Country/Region)

(「轉交」地址及郵政信箱號碼恕不接受 'Care of' addresses and post office box numbers are not acceptable)

電郵地址
E-mail Address

身份證明 Identification

a 香港身份證號碼
Hong Kong Identity Card Number

b 護照
Passport

簽發國家 Issuing Country

號碼 Number

提示 Advisory Note

所有公司董事均應閱讀公司註冊處編製的《董事責任指引》，並熟悉該指引所概述的董事一般責任。
All directors of the company are advised to read 'A Guide on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guide.

出任董事職位同意書 Consent to Act as Director

請在適用的空格內加上 ✓ 號 Please tick the relevant box

- 本人同意在公司成立為法團時出任其董事，並確認本人已年滿 18 歲。
I consent to act as a director of the company on its incorporation and confirm that I have attained the age of 18 years.

簽署 Signed : _____

- 出任董事職位同意書會於公司成立為法團的日期後 14 天內提交。
The Consent to Act as Director will be submitted not later than 14 days after the date of incorporation of the company.

表格 Form NC1

8 首任董事 First Directors (續上頁 cont'd)

B. 法人團體董事 Corporate Director

1 中文名稱 Name in Chinese	金栢利秘書服務有限公司
英文名稱 Name in English	Company Kit Secretarial Services Limited
地址 Address	Unit A, 3/F., Cheong Sun Tower, 116-118 Wing Lok Street, Sheung Wan,
(國家/地區 Country/Region)	Hong Kong <i>(「轉交」地址及郵政信箱號碼恕不接受 'Care of' addresses and post office box numbers are not acceptable)</i>
電郵地址 E-mail Address	info@ckltd.co
公司編號 Company Number (只適用於在香港註冊的法人團體) (Only applicable to body corporate registered in Hong Kong)	585894

提示 Advisory Note

所有公司董事均應閱讀公司註冊處編製的《董事責任指引》，並熟悉該指引所概述的董事一般責任。
All directors of the company are advised to read 'A Guide on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guide.

出任董事職位同意書 Consent to Act as Director

請在適用的空格內加上 ✓ 號 Please tick the relevant box

- 本人獲上述公司授權確認上述公司同意在公司成立為法團時出任其董事。
I, being authorised by the above named company, confirm that the above company consents to act as a director of this company on its Incorporation.

簽署 Signed :

Signed by PIN

法人團體董事的董事

Director of the Corporate Director

- 出任董事職位同意書會於公司成立為法團的日期後 14 天內提交。
The Consent to Act as Director will be submitted not later than 14 days after the date of incorporation of the company.

表格
Form **NC1**

9 創辦成員陳述書 Statement of Founder Member

本人現核證 I certify that :

- (a) 本人為公司的創辦成員或獲其授權人士(如創辦成員為法人團體)並獲其他創辦成員(如有的話)授權簽署本表格。

I am a founder member of this company or an authorised person of a corporate founder member (if applicable) and am authorised by the other founder members (if any) to sign this Incorporation form.

- (b) 名列本表格內但未簽署「出任董事職位同意書」的每一名董事已同意在公司成立為法團時擔任其董事，每名個人董事並且已年滿 18 歲。

Each of the directors named in this form who has not signed the 'Consent to Act as Director' has consented to be a director of this company on its incorporation and each individual director has attained the age of 18 years.

- (c) 所有創辦成員已按照《公司條例》第 6 及 12 條簽署公司的組織章程大綱及組織章程細則(如有的話)，並確認連同本表格交付的公司章程大綱及章程細則(如有的話)的副本的內容，與由所有創辦成員簽署的該等章程大綱及章程細則的內容相同。

The company's Memorandum of Association and Articles of Association (if any) have been signed by all founder members in accordance with sections 6 and 12 of the Companies Ordinance. The contents of the copies of the company's Memorandum and Articles (if any) delivered together with this form are the same as those of the Memorandum and Articles signed by all founder members.

- (d) 本表格所載的詳情屬準確，以及與公司組織章程大綱及章程細則所載的詳情相符。

The particulars contained in this form are accurate and consistent with those contained in the Memorandum and Articles of Association of this company.

- (e) 公司已遵從《公司條例》中與註冊有關的所有規定及與註冊的先決及附帶事宜有關的所有規定。

This company has complied with all the requirements of the Companies Ordinance in respect of registration and of matters precedent and incidental thereto.

簽署 Signed:



Signed by PIN

姓名 Name : Company Kit Secretarial Services Limited

創辦成員 Founder Member

日期 Date : 26 / 10 / 2012

日 DD / 月 MM / 年 YYYY

No. 1819358

編號



公司註冊處
COMPANIES REGISTRY

CERTIFICATE OF INCORPORATION

公司註冊證書

I hereby certify that

本人謹此證明

CROWN BRAND CORPORATION LIMITED

致御有限公司

is this day incorporated in Hong Kong under the Companies Ordinance

於本日根據《公司條例》(香港法例第32章)

(Chapter 32 of the Laws of Hong Kong) and that this company is limited.

在香港註冊成為有限公司。

Issued on 1 November 2012.

本證書於二〇一二年十一月一日發出。

Ms Ada L L CHUNG

.....
Registrar of Companies
Hong Kong Special Administrative Region
香港特別行政區公司註冊處處長鍾麗玲

Note 註：

Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.

公司名稱獲公司註冊處註冊，並不表示獲授予該公司名稱或其任何部分的商標權或任何其他知識產權。

THE COMPANIES ORDINANCE (CHAPTER 32)

Regulations for Management of a Private Company Limited by Shares

ARTICLES OF ASSOCIATION

OF

CROWN BRAND CORPORATION LIMITED

致御有限公司

Interpretation

1. In these regulations-

"Ordinance" (本條例) means the Companies Ordinance (Cap 32);

"seal" (印章) means the common seal of the company;

"secretary" (秘書) means any person appointed to perform the duties of the secretary of the company.

Expressions used in these regulations referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Wherever any provision of these regulations (except a provision for the appointment of a proxy) requires that a communication as between the company, its directors or members be effected in writing, the requirement may be satisfied by the communication being given in the form of an electronic record if the person to whom the communication is given consents to it being given to him in that form.

Wherever any provision of these regulations requires that a meeting of the company, its directors or members be held, the requirement may be satisfied by the meeting being held by such lawful electronic means or in such other lawful manner as may be agreed by the company in general meeting.

Unless the context otherwise requires, words or expressions used in these regulations shall have the same meaning as in the Ordinance or any statutory modification thereof in force at the date at which these regulations become binding on the company.

The regulations in Table A in the First Schedule to the Ordinance shall not apply to the company.

Private Company

2. The company is a private company and accordingly-
- (a) the right to transfer shares is restricted in manner hereinafter prescribed;
 - (b) the number of members of the company (exclusive of persons who are in the employment of the company and of persons who, having been formerly in the employment of the company, were while in such employment, and have continued after the determination of such employment, to be members of the company) is limited to 50. Provided that where 2 or more persons hold one or more shares in the company jointly they shall, for the purpose of this regulation, be treated as a single member; and
 - (c) any invitation to the public to subscribe for any shares or debentures of the company is prohibited.

Share Capital

Issue of Shares

3. The company may exercise the powers of paying commissions conferred by section 46 of the Ordinance, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the said section, and the rate of the commission shall not exceed the rate of 10 per cent of the price at which the shares in respect whereof the same is paid are issued or an amount equal to 10 per cent of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The company may also on any issue of shares pay such brokerage as may be lawful.

4. Except as required by law, no person shall be recognized by the company as holding any share upon any trust, and the company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share, except an absolute right to the entirety thereof in the registered holder.

5. Every person whose name is entered as a member in the register of members shall be entitled without payment to receive within 2 months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one certificate for all his shares, or several certificates, each for 1 or more of his shares, upon payment of \$5 for every certificate after the first or such less sum as the directors shall from time to time determine. Every certificate shall be under the seal, or under the official seal kept by the company under section 73A of the Ordinance, and shall specify the shares to which it relates and the amount paid up thereon. Provided that in respect of a share or shares held jointly by several persons, the company shall not be bound to issue more than 1 certificate, and delivery of a certificate for a share to 1 of several joint holders shall be sufficient delivery to all such holders.

6. If a share certificate be defaced, lost or destroyed, it may be renewed on payment of a fee of \$5 or such less sum and on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the company of investigating evidence as the directors think fit.

Transfer of Shares

7. The instrument of transfer of any share shall be executed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
8. Subject to such of the restrictions of these regulations as may be applicable, any member may transfer all or any of his shares by instrument in writing in any usual or common form or any other form which the directors may approve.
9. The directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share.
10. The directors may also decline to recognize any instrument of transfer if-
 - (a) a fee of \$5 or such lesser sum as the directors may from time to time require is not paid to the company in respect of the transfer; and
 - (b) the instrument of transfer is not accompanied by the certificate of the shares to which it relates, or such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer.
11. If the directors refuse to register a transfer, they shall within 2 months after the date on which the transfer was lodged with the company send to the transferor and transferee notice of the refusal.
12. The registration of transfers may be suspended at such times and for such periods as the directors may from time to time determine, provided always that such registration shall not be suspended in any year for more than 30 days or, where the period for closing the register of members is extended in respect of that year under section 99(2)(a) of the Ordinance, for more than that extended period.
13. The company shall be entitled to charge a fee not exceeding \$5 on the registration of every probate, letters of administration, certificate of death or marriage, or other instrument against a member in the register of members.

Transmission of Shares

14. In case of the death of a member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognized by the company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
15. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced, as may from time to time properly be required by the directors, and subject as hereinafter provided, elect either for himself to be registered as holder of the share, or to have some person nominated by him registered as the transferee thereof, but the directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death or bankruptcy, as the case may be.

16. If the person so becoming entitled shall elect for himself to be registered, he shall deliver or send to the company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.

17. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company.

Provided always that the directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within 90 days, the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

18. Any person to whom the right to any shares in the company has been transmitted by operation of law shall, if the directors refuse to register the transfer, be entitled to call on the directors to furnish within 28 days a statement of the reasons for the refusal.

Alteration of Capital

19. The company may from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.

20. The company may by ordinary resolution-

- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (b) sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association subject, nevertheless, to the provisions of section 53(1)(d) of the Ordinance;
- (c) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

21. The company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to, any incident authorized, and consent required, by law.

Allotment of Shares

22. The directors shall not exercise any power conferred on them to allot shares in the company without the prior approval of the company in general meeting where such approval is required by section 57B of the Ordinance.

General Meetings

Annual and extraordinary general meetings

23. Subject to section 111(6) of the Ordinance, the company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the company and that of the next. Provided that so long as the company holds its first annual general meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the directors shall appoint.

24. All general meetings other than annual general meetings shall be called extraordinary general meetings.

25. The directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by section 113 of the Ordinance. If at any time there are not sufficient directors capable of acting to form a quorum of the board of directors, any director or any 2 members of the company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.

26. A resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meeting (or being corporations, by a director thereof or by their duly authorized representative) in accordance with section 116B of the Ordinance shall be as valid and effectual as a resolution passed at a general meeting duly convened and held on the date on which it was signed by the last member to sign. Such a resolution may consist of several documents which accurately state the terms of the resolution, each signed by one or more relevant members.

27. If the company has only one member and that member takes any decision that may be taken by the company in general meeting and that has effect as if agreed by the company in general meeting, that member shall (unless that decision is taken by way of a written resolution agreed in accordance with section 116B of the Ordinance) provide the company with a written record of the decision. Such written record shall be sufficient evidence of the evidence having been taken by the member.

Notice of General Meetings

28. An annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least, and a meeting of the company other than an annual general meeting or a meeting for the passing of a special resolution shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the company in general meeting, to such persons as are, under the regulations of the company, entitled to receive such notices from the company.

Provided that a meeting of the company shall, notwithstanding that it is called by shorter notice than that specified in this regulation, be deemed to have been duly called if it is so agreed-

- (a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.

29. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

Proceedings at General Meetings

30. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the directors and auditors, the election of directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors.

31. No business shall be transacted at any general meeting unless the requisite quorum of members is present at the commencement of the business, provided that the absence of a quorum shall not preclude the appointment, choice or selection of a chairman. Save as herein otherwise provided, the quorum for all general meetings shall be two members present in person or by proxy and entitled to vote. If the company has only one member, that member presents in person or by proxy shall be the quorum of a general meeting of the company.

32. If within half an hour from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

33. The chairman, if any, of the board of directors shall preside as chairman at every general meeting of the company. The directors may determine the period for which the chairman is to hold office, and unless otherwise determined, the chairman shall be elected annually. If there is no such chairman, or if he shall not be present within half an hour after the time appointed for the holding of the meeting, the directors present shall elect one of their number to be chairman of the meeting. If no director be present or if all the directors present decline to take the chair, the members present shall choose one of their number to be chairman of the meeting.

34. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

35. At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded-

- (a) by the chairman; or
- (b) by at least 2 members present in person or by proxy; or
- (c) by a member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (d) by a member or members holding shares in the company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

Unless a poll be so demanded, a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn..

Except as provided in 37, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

36. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

37. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

Votes of Members

38. On a show of hands every member present in person or by proxy shall have 1 vote, and on a poll every member shall have 1 vote for each share of which he is the holder.

39. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose, seniority shall be determined by the order in which the names stand in the register of members.

40. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, legal guardian, or other person in the nature of a committee, receiver or legal guardian appointed by that court, and any such committee, receiver, legal guardian or other person may, on a poll, vote by proxy.

41. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

42. On a poll, votes may be given either personally or by proxy.

43. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing, or, if the appointer is a corporation, either under seal, or under the hand of an officer or attorney duly authorized. A proxy need not be a member of the company.

44. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority, shall be deposited at the registered office of the company or at such other place within Hong Kong as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

45. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

46. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Corporations acting by Representatives at Meetings

47. Any corporation which is a member of the company may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the company, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the company.

Directors

Number of Directors and Remuneration

48. Unless the company in general meeting shall determine a higher number, the minimum number of directors shall not be less than one and there shall be no maximum number of directors. The first directors are the person named as the directors in the incorporation form submitted in respect of the company pursuant to the Ordinance.

49. The directors shall be entitled to receive by way of fees for their services as directors such sum and on such terms as the company in general meeting may from time to time

determine. Any fees payable pursuant to this regulation shall be distinct from any salary, remuneration or other accounts payable to a director pursuant to any other provisions of these regulations. The directors may also be paid such reasonable expenses as he may incur in attending and returning from meetings of the directors or general meetings or in connection with the business of the company.

50. A director shall not be required to reside in Hong Kong or hold any shares in the company by way of qualification.

51. A director of the company may be or become a director or other officer of, or otherwise interested in, any company promoted by the company or in which the company may be interested as member or otherwise, and, subject to the Ordinance, no such director shall be accountable to the company for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company unless the company otherwise direct.

Powers and Duties of Directors

52. Subject to the provisions of the Ordinance, the memorandum and articles and to any directions given by special resolution, the business and affairs of the company shall be managed by the directors, who may exercise all the powers of the company. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the articles, and a meeting of the directors at which a quorum is present may exercise all powers exercisable by the directors.

53. If the company has only one member and that member is also the sole director, the company may in general meeting and notwithstanding anything in these regulations, nominate a natural person who has attained the age of 18 years as a reserve director of the company, to act in the place of the sole director in the event of his death.

54. If the company has only one director, that director shall have full power to represent and act for the company in all matters. He may take any decision that may be taken by way of resolution in a meeting of directors and the decision so taken shall have effect as if passed as a resolution in a meeting of the directors. In lieu of minutes of meeting, the director shall provide the company with a record in writing and sign a note or memorandum of all the decisions so taken pursuant to section 153C of the Ordinance. Such a note or memorandum shall constitute sufficient evidence of the decision having been taken by the director.

55. The directors may exercise all the powers of the company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the company or of any third party.

56. The company may exercise the powers conferred by section 35 of the Ordinance with regard to having an official seal for use outside Hong Kong, and such powers shall be vested in the directors.

57. (1) A director who is in any way, whether directly or indirectly, interested in a contract or proposed contract (being a contract of significance in relation to the company's business) with

the company shall, if his interest in the contract or proposed contract is material, declare the nature of his interest at the earliest meeting of the directors in accordance with section 162 of the Ordinance.

(2) A director shall not vote in respect of any such contract or arrangement in which he is so interested, and if he shall do so, his vote shall not be counted, nor shall he be counted in the quorum present at the meeting. However, a director may vote in respect of the following contract or arrangement in which he is interested-

- (a) any arrangement for giving any director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the company; or
- (b) any arrangement for the giving by the company of any security to a third party in respect of a debt or obligation of the company for which the director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or
- (c) any contract by a director to subscribe for or underwrite shares or debentures of the company; or
- (d) any contract or arrangement with any other company in which he is interested only as an officer of the company or as holder of shares or other securities,

and these prohibitions may at any time be suspended or relaxed to any extent, and either generally or in respect of any particular contract, arrangement or transaction, by the company in general meeting.

(3) A director may hold any other office or place of profit under the company (other than the office of auditor, or if the company has only one director, the secretary of the company) in conjunction with his office of director for such period and on such terms (as to remuneration and otherwise) as the directors may determine and no director or intending director shall be disqualified by his office from contracting with the company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the company in which any director is in any way interested, be liable to be avoided, nor shall any director so contracting or being so interested be liable to account to the company for any profit realized by any such contract or arrangement by reason of such director holding that office or of the fiduciary relation thereby established.

(4) A director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other director is appointed to hold any such office or place of profit under the company or whereat the terms of any such appointment are arranged, and he may vote on any such appointment or arrangement other than his own appointment or the arrangement of the terms thereof.

(5) Any director who may himself or by his firm act in a professional capacity for the company (except that of auditors of the company), or who otherwise performs services which in the opinion of the directors are outside the scope of the ordinary duties of a director, may be paid such extra remuneration out of the funds of the company (by way of salary, commission or otherwise as the directors may determine).

58. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the directors shall from time to time by resolution determine.

59. Subject to regulation 54, the directors shall cause minutes to be made in books provided for the purpose-

- (a) of all appointments of officers made by the directors;
- (b) of the names of the directors present at each meeting of the directors;
- (c) of all resolutions and proceedings at all meetings of the company, and of the directors,

and every director present at any meeting of directors shall sign his name in a book to be kept for that purpose.

60. The directors, on behalf of the company, may pay a gratuity or pension or allowance on retirement to any director who has held any other salaried office or place of profit with the company or to the director's spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

Disqualification of Directors

61. The office of director shall be vacated if the director-
- (a) becomes prohibited by law from acting as a director or ceases to be qualified to act as a director; or
 - (b) resigns by notice in writing delivered to the company or if he submits his resignation to a meeting of the directors and the directors resolve to accept the same; or
 - (c) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (d) is of unsound mind and the directors resolve that his office be vacated; or
 - (e) without permission, absent himself from the meetings of the directors for a continuous period of 6 months, and the directors pass a resolution that his office be vacated by reason of such absence; or
 - (f) is removed from office by an ordinary resolution; or
 - (g) is convicted of an indictable offence.

Appointment and Removal of Directors

62. The directors shall have power at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy or as an additional director, provided that any director so appointed shall hold office only until the conclusion of the next following annual general meeting, and shall then be eligible for re-election.

63. The company may by ordinary resolution remove any director before the expiration of his period of office notwithstanding anything in these regulations or in any agreement between the company and such director. Such removal shall be without prejudice to any claim such director may have for damages for breach of any contract of service between him and the company.

64. The company may by ordinary resolution appoint another person in place of a director removed from office under the immediately preceding regulation provided that notice is given to the company by any member at least seven days before the Annual General Meeting of intention to propose such resolution, and without prejudice to the powers of the directors under regulation 62.

Proceedings of Directors

65. The directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the chairman shall have a second or casting vote. A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors.

66. If it is anticipated that directors participating in the meeting will not be in the same place, any notice of a directors' meeting must indicate how it is proposed that they should communicate with each other during the meeting. Subject to these regulations, directors participate in a directors' meeting or part of a directors' meeting when –

- (a) the meeting has been called and takes place in accordance with these regulations, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

67. The directors may determine the quorum necessary for the transaction of business. Unless otherwise determined by the directors, the quorum of a directors' meeting shall be two directors personally present. Notwithstanding any provision herein, if the company has only one director, the quorum for director's meeting shall be one.

68. The continuing directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the company as the necessary quorum of directors, the continuing directors or director may act for the purpose of increasing the number of directors to that number, or of summoning a general meeting of the company, but for no other purpose.

69. The directors may elect a chairman of their meetings and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present within 5 minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of the meeting.

70. All acts done by any meeting of the directors or by any person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

71. A resolution in writing signed by all the directors for the time being entitled to receive notice of a meeting of the directors, shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened, held and constituted. Such resolution in writing may consist of several documents which accurately state the terms of the resolution, each signed by one or more directors.

Provided that this regulation shall not apply in relation to any contract or arrangement (not being one of the types specified in regulation 57(2)) in which a director or directors are interested, unless the number of directors signing the resolution who are not interested in the contract or arrangement would have constituted a quorum of directors if a meeting had been held for the purpose of considering the contract or arrangement.

Managing Director

72. The directors may from time to time appoint one or more of their body to the office of managing director for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment.

73. A managing director shall receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the directors may determine.

74. The directors may entrust to and confer upon a managing director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

The Seal

75. The directors shall provide for the safe custody of the seal, which shall only be affixed to any instrument by the authority of the directors. Every instrument to which the seal shall be affixed shall be signed by such person or persons from time to time appointed for the purpose by the board of directors. Every instrument executed in the manner provided herein and required to be sealed with the seal of the company shall be deemed to be properly sealed and executed with the authority of the directors previously given.

Secretary

76. The secretary of the company shall be appointed by the directors on such term, at such remuneration and upon such conditions as they think fit. Any secretary so appointed may at any time be removed from office by the directors, but without prejudice to any claim for damages for breach of any contract of service between him and the company. Where the company has only one director, such director or any body corporate of which such director is the sole director shall not be appointed as secretary of the company.

Indemnity

77. Every director, managing director, agent, auditor, secretary and other officer for the time being of the company shall be indemnified out of the assets of the company against any liability incurred by him in relation to the company or a related company of the company as defined in section 165(5) of the Ordinance in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 358 of the Ordinance in which relief is granted to him by the court.

Distribution of Profits

78. The company may by ordinary resolution declare dividends, but no dividend shall exceed the amount recommended by the directors.

79. The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the company.

80. No dividend shall be payable except out of the profits of the company available for distribution. No dividend shall bear interest against the company.

81. The net profits of the company in each year shall be applied in or towards the formation of such reserve fund or funds and in or towards the payment of such dividends and bonuses as the directors subject to the approval of the company in general meeting may decide.

82. All dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid. If any share is issued on terms that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

83. If two or more persons are registered as joint holders of any share, any one of two or more joint holders of a share may give effectual receipts for any dividends, bonuses, interest or other moneys payable in respect of the shares held by them as joint holders.

84. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

85. All dividends unclaimed after a period of six years from the date of declaration of such dividend shall be forfeited for the benefit of the company.

Capitalization of Profits

86. The company in general meeting may upon the recommendation of the directors resolve that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied towards paying up in full unissued shares or debentures of the company to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the directors shall give effect to such resolution:

Provided that a share premium account and a capital redemption reserve fund may, for the purposes of this regulation, only be applied in the paying up of unissued shares to be allotted to members of the company as fully paid bonus shares.

87. Whenever such a resolution as aforesaid shall have been passed the directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorize any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively, of any further shares or debentures to which they may be entitled upon such capitalization.

Audit

88. Auditors shall be appointed and their duties regulated in accordance with sections 131, 132, 133, 140, 140A, 140B and 141 of the Ordinance.

Notices

89. A notice may be given by the company to any member either personally or by sending it by post to an address specified in section 168BAE of the Ordinance. A notice may also be given by the company to any member in electronic form to an address specified in the above provision of the Ordinance, or by means of website in accordance with section 168BAH of the Ordinance if the member has agreed that the notice be so given and the agreement has not been revoked in accordance with the provisions in the Ordinance.

90. A notice may be given by the company to the joint holders of a share by giving the notice to the joint holder first named in the register of members in respect of the share.

91. A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within Hong Kong supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

92. Notice of every general meeting shall be given in any manner hereinbefore authorized to-

- (a) every member except those members who (having no registered address within Hong Kong) have not supplied to the company an address within Hong Kong for the giving of notices to them;
- (b) every person entitled to a share in consequence of the death or bankruptcy of a member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting; and
- (c) the auditor for the time being of the company.

No other person shall be entitled to receive notices of general meetings.

93. All notices required to be given to the member under these regulations must be in the Chinese or English language or both.

Winding up

94. If the company shall be wound up the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Ordinance, divide amongst the members in specie or kind the whole or any part of the assets of the company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Name(s), Address(es) and Description(s) of Founder Members

Company Kit Secretarial Services Limited(金栢利秘書服務有限公司)

Unit A, 3/F., Cheong Sun Tower, 116-118 Wing Lok Street, Sheung Wan,
Hong Kong

Corporation



公司註冊處
Companies Registry

股份分配申報表
Return of Allotments

(公司條例第 45(1)條)
(Companies Ordinance s. 45(1))

表格
Form **SC1**

重要事項 Important Notes

- 填表前請參閱《填表須知》。
請用黑色墨水列印。
- Please read the accompanying notes before completing this form.
Please print in black ink.

公司編號 Company Number

1819358

1 公司名稱 Company Name

致御有限公司
CROWN BRAND CORPORATION LIMITED

(註 Note 7) 2 分配股份的日期或始末日期 Date or Period during which Shares were Allotted

由 From

31 DEC 2012
日 DD 月 MM 年 YYYY

至 To

31 DEC 2012
日 DD 月 MM 年 YYYY

3 本次股份分配的總款類 Totals of this Allotment

(註 Note 8)

已繳及應繳的總面額

Total Nominal Amount Paid and Payable

已繳及應繳的溢價總額 [第 5A(a) + 5B(a)項]

Total Premium Amount Paid and Payable [Sections 5A(a) + 5B(a)]

貨幣單位
Currency

款類
Amount

貨幣單位 Currency	款類 Amount
HKD	9,999.00
	(Nil)

4 公司自成立為法團當日起計，累積的已繳股款總額(包括本次分配但不包括溢價)
Cumulative Total of Paid-up Share Capital of the Company since Incorporation (Including this Allotment but Excluding Premium)

貨幣單位
Currency

款類
Amount

貨幣單位 Currency	款類 Amount
HKD	10,000.00

(註 Note 3) 提交人的資料 Presentor's Reference

姓名 Name: Conpak Management Consultants Limited

地址 Address: Rooms 1102-1103, 11/F., Kowloon Building, 555 Nathan Road, Mongkok, Kowloon, Hong Kong

電話 Tel: (852) 2388 7870 傳真 Fax: (852) 2388 7900

電郵地址 E-mail Address: info@conpak.com

檔號 Reference: Our Ref.: SZ(bonnie) / Doc. No.: C10434SZ000004

指明編號 2/2004 (修訂) (2004年2月)
Specification No. 2/2004 (Revision) (Feb. 2004)

請勿填寫



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SC1 1819358
02/01/2013

- 2 JAN 2013

文件管理組
Document Management Section

(sc1)

0006

27

表格
Form **SC1**

公司編號 Company Number

1819358

5 本次股份分配的詳情 Details of this Allotment

A. 現金支付的分配股份 Shares Allotted for Cash

股份類別 Class of Shares	獲分配的 股份數目 Number of Shares Allotted	每股的面值 Nominal Value of Each Share	每股已繳及應繳的款額 (包括溢價) Amount Paid and Payable on Each Share (Including Premium)		每股的溢價 款額 Premium on Each Share	已繳及應繳 的溢價總款額 Total Premium Paid and Payable (a)
			已繳付 Paid	應繳付 Payable		
Ordinary	9,999	HKD 1.00	HKD 1.00	HKD 0.00	HKD 0.00	HKD 0.00

(註 Note 9) B. 非現金支付的分配股份 Shares Allotted otherwise than in Cash

股份類別 Class of Shares	獲分配的 股份數目 Number of Shares Allotted	每股的面值 Nominal Value of Each Share	每股被視作已繳 及應繳的款額 (包括溢價) Amount Treated as Paid and Payable on Each Share (Including Premium)		每股的溢價 款額 Premium on Each Share	被視作已繳及應繳 的溢價總款額 Total Premium Treated as Paid and Payable (a)
			已繳付 Paid	應繳付 Payable		

(註 Note 10)

分配上述(B)項股份的代價
Consideration for which the Shares in (B) have been Allotted

--

第二頁 Page 2



秘書及董事更改通知書(委任/離任)
Notification of Change of Secretary and Director
(Appointment/Cessation)

公司註冊處
Companies Registry

(《公司條例》第158(4)、(4AA)及(9A)條)
(Companies Ordinance s. 158(4), (4AA) & (9A))

表格
Form D2A

重要事項 Important Notes

- 填表前請參閱《填表須知》。
- 請用黑色墨水列印。
- Please read the accompanying notes before completing this form.
- Please print in black ink.

公司編號 Company Number

1819358

1 公司名稱 Company Name

致御有限公司
CROWN BRAND CORPORATION LIMITED

2 更改詳情 Details of Change

A. 秘書/董事的離任 Cessation to Act as Secretary/Director

(如有超過一名秘書/董事離任, 請用續頁A填報 Use Continuation Sheet A if more than 1 secretary/director ceased to act)

請在適用的空格內加上✓號 Please tick the relevant box(es)

(註 Note 6)

身份 Capacity 秘書 Secretary 董事 Director 候補董事 Alternate Director

代替 Alternate to

N/A

個人秘書/董事的姓名 Name of Individual Secretary/Director

中文姓名 Name in Chinese

英文姓氏 Surname in English

英文名字 Other Names in English

(註 Note 7)

身份證明
Identification

香港身份證號碼 HK Identity Card Number

護照號碼 Passport Number

或 OR

(註 Note 8)

法人團體秘書/董事的中文及英文名稱

Chinese and English Names of Corporate Secretary/Director

金栢利秘書服務有限公司 Company Kit Secretarial Services Limited

離任原因
Reason for Cessation

辭職/其他
Resignation/Others

去世
Deceased

(註 Note 9)

離任日期
Date of Cessation

日 DD

31 DEC 2012

月 MM

年 YYYY

(註 Note 10)

請述明上述離任董事/候補董事在離任日期後, 是否繼續擔任公司的候補董事/董事職位

是 Yes

Please indicate whether the director/alternate director who is ceasing to act will continue to hold office as alternate director/director in the company after the date of cessation

否 No

(註 Note 4)

提交人的資料 Presenter's Reference

姓名 Name: Conpak Management Consultants Limited

地址 Address: Rooms 1102-1103, 11/F., Kowloon Building, 555 Nathan Road, Mongkok, Kowloon, Hong Kong

電話 Tel: (852) 2388 7870 傳真 Fax: (852) 2388 7900

電郵地址 E-mail Address: info@conpak.com

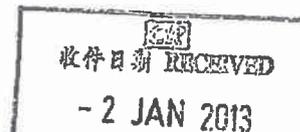
檔號 Reference: Our Ref.: SZ(bonnie) / Doc. No.:

CI0434SZ000001

指明編號 2/2008 (修訂) (2008年7月)

Specification No. 2/2008 (Revision) (July 2008)

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02/01/2013

1819358

表格
Form **D2A**

公司編號 Company Number

1819358

2. 更改詳情 Details of Change (續上頁 cont'd)

B. 個人秘書／董事的委任 Appointment of Individual Secretary／Director

(如委任超過一名個人秘書／董事，請用續頁 B 填報)

(Use Continuation Sheet B if more than 1 individual secretary/director is appointed)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

(註 Note 11)

身份 Capacity 秘書 Secretary 董事 Director 候補董事 Alternate Director 代替 Alternate to N/A

中文姓名
Name in Chinese

李易明

英文姓名
Name in English

LEE

I-Ming

姓氏 Surname

名字 Other Names

前用姓名
Previous Names

(Nil)

別名
Alias

(Nil)

(註 Note 12)

住址
Residential
Address

No. 3-5, ALLY 17, Lane 22, LinQwan Street, LingYa District, Kaohsiung City 802, TaiWan, Republic of China

Taiwan

國家 Country

('轉交'地址及郵政信箱號碼恕不接受 'Care of' addresses and post office box numbers are not acceptable)

(註 Note 13)

電郵地址
E-mail Address

(Nil)

(註 Note 14)

身份證明 Identification

a 香港身份證號碼
Hong Kong Identity Card Number

(Nil)

b 護照
Passport

Taiwan

211352422

簽發國家 Issuing Country

號碼 Number

委任日期 Date of Appointment

日 DD

31 DEC 2012

月 MM

年 YYYY

(註 Note 15)

請述明董事／候補董事在獲得上述委任時，是否公司現任的候補董事／董事
Please indicate whether the director/alternate director whose appointment is reported above is already an existing alternate director/director in the company at the time of the above appointment

 是 Yes 否 No

(註 Note 16)

提示 Advisory Note

所有公司董事均應閱讀公司註冊處編製的《有關董事責任的非法定指引》的最新版本，並熟悉該指引所概述的董事一般責任。

All directors of the company are advised to read the latest version of the 'Non-Statutory Guidelines on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guidelines.

(註 Note 16)

出任董事職位同意書 Consent to Act as Director

本人同意出任公司的董事／候補董事*，並確認本人已年滿 18 歲。
I consent to act as a director/alternative director* of this company and confirm that I have attained the age of 18 years.

簽署 Signed :

* 請刪去不適用者 Delete whichever does not apply

第二頁 Page 2

表格
Form **D2A**

公司編號 Company Number

1819358

2 更改詳情 Details of Change (續上頁 cont'd)

C. 法人團體秘書／董事的委任 Appointment of Corporate Secretary／Director

(如委任超過一名法人團體秘書／董事，請用續頁 C 填報)
(Use Continuation Sheet C if more than 1 corporate secretary/director is appointed)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

(註 Note 17)	身份 Capacity	<input checked="" type="checkbox"/> 秘書 Secretary	<input type="checkbox"/> 董事 Director	<input type="checkbox"/> 候補董事 Alternate Director	代替 Alternate to N/A
(註 Note 18)	中文名稱 Name in Chinese	康栢管理顧問有限公司			
(註 Note 18)	英文名稱 Name in English	Conpak Management Consultants Limited			
(註 Note 19)	地址 Address	Rooms 1102-1103, 11/F., Kowloon Building, 555 Nathan Road, Mongkok, Kowloon, Hong Kong	N/A 國家 Country		
(註 Note 20)	電郵地址 E-mail Address	(Nil)			
	公司編號 Company Number (只適用於在香港註冊的法人團體) (Only applicable to body corporate registered in Hong Kong)	640849			
	委任日期 Date of Appointment		31 DEC 2012		
		日 DD	月 MM	年 YYYY	

(註 Note 21) 請述明董事／候補董事在獲得上述委任時，是否公司現任的候補董事／董事
Please indicate whether the director/alternate director whose appointment is reported above is already an existing alternate director/director in the company at the time of the above appointment 是 Yes 否 No

(註 Note 22)

提示 Advisory Note

所有公司董事均應閱讀公司註冊處編製的《有關董事責任的非法定指引》的最新版本，並熟悉該指引所概述的董事一般責任。

All directors of the company are advised to read the latest version of the 'Non-Statutory Guidelines on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guidelines.

(註 Note 22)

出任董事職位同意書 Consent to Act as Director

本人謹代表上述公司確認，上述公司同意出任公司的董事／候補董事*。

I, acting on behalf of the above named company, confirm that the above company consents to act as a director/alternative director* of this company.

簽署 Signed : _____
法人團體董事的董事／秘書／獲授權人士*
Director/Secretary/Authorized Person of the Corporate Director*

本通知書包括下列續頁。 This Notification includes the following Continuation Sheet(s).

續頁 Continuation Sheet(s)	A	B	C
頁數 Number of pages	1	0	0

(註 Note 5)

簽署 Signed : 
姓名 Name : LEE I-Ming 日期 Date : 31 DEC 2012
董事 Director / 秘書 Secretary* 日 DD / 月 MM / 年 YYYY

*請刪去不適用者 Delete whichever does not apply

第三頁 Page 3

指明編號 2/2008 (修訂) (2008年7月)
Specification No. 2/2008 (Revision) (July 2008)

(d2a)

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32

公司註冊處
Companies Registry秘書及董事資料更改通知書
Notification of Change of Particulars of
Secretary and Director(公司條例第 158(4)條)
(Companies Ordinance s. 158(4))表格
Form D2B

重要事項 Important Notes

- 填表前請參閱《填表須知》。
請用黑色墨水列印。
- Please read the accompanying notes before completing this form.
Please print in black ink.

公司編號 Company Number

1819358

1 公司名稱 Company Name

致御有限公司
CROWN BRAND CORPORATION LIMITED

2 個人秘書／董事資料更改 Change of Particulars of Individual Secretary／Director

(如涉及超過一名個人秘書／董事，請用續頁 A 填報 Use Continuation Sheet A if more than 1 individual secretary／director is involved)

A. 更改資料的個人秘書／董事

Identity of the Individual Secretary／Director whose Particulars have Changed

請填報現時在公司註冊處登記的有關資料

Please state the relevant particulars currently registered with the Companies Registry

請在有關空格內加 ✓ 號 Please tick the relevant box(es)

(註 Note 6)

身份 秘書 董事 候補董事
Capacity Secretary Director Alternate Director

代替 Alternate to

中文姓名
Name in Chinese英文姓名
Name in English

姓氏 Surname

名字 Other Names

(註 Note 7)

身份證明
Identification

香港身份證號碼 HK Identity Card Number

海外護照號碼 Overseas Passport Number

(註 Note 4) 提交人的資料 Presentor's Reference

姓名 Name: Conpak Management Consultants Limited
地址 Address: Rooms 05-15, 13A/F., South Tower, World Finance Centre, Harbour City, 17 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong
電話 Tel: (852) 2666 2888 傳真 Fax: (852) 2388 7900
電郵地址 E-mail Address: info@conpak.com
檔號 Reference: Our Ref.: (cindy) / Doc. No.: C10434-09B / Filing Deadline: 13/01/2013
指明編號 1/2004 (2004 年 2 月)
Specification No. 1/2004 (Feb. 2004)

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D2B
15/03/2013

1819358

(d2b)

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表格
Form**D2B**

公司編號 Company Number

1819358**2 個人秘書／董事資料更改 (續上頁)****Change of Particulars of Individual Secretary/Director (cont'd)****(註 Note 8) B. 更改詳情 Details of Change(s)***請只填報有更改的項目 Please complete item(s) with change(s) only*

生效日期 Effective Date

(a) 中文姓名 Name in Chinese

--	--	--

日 DD 月 MM 年 YYYY

(b) 英文姓名 Name in English

--	--

姓氏 Surname

名字 Other Names

--	--	--

日 DD 月 MM 年 YYYY

(註 Note 9)**(c) 別名 Alias**

--	--	--

日 DD 月 MM 年 YYYY

(註 Note 10)**(d) 住址 Residential Address**

--	--

國家 Country

--	--	--

日 DD 月 MM 年 YYYY

(註 Note 11)**(e) 電郵地址 E-mail Address**

--	--	--

日 DD 月 MM 年 YYYY

**(f) 香港身份證號碼
Hong Kong Identity Card Number**

--	--	--

日 DD 月 MM 年 YYYY

(g) 海外護照 Overseas Passport

--	--

簽發國家 Issuing Country

號碼 Number

--	--	--

日 DD 月 MM 年 YYYY

表格
Form **D2B**

公司編號 Company Number

1819358

3 法人團體秘書／董事資料更改 Change of Particulars of Corporate Secretary／Director

(如涉及超過一名法人團體秘書／董事，請用續頁B填報)

(Use Continuation Sheet B if more than 1 corporate secretary/director is involved)

A. 更改資料的法人團體秘書／董事**Identity of the Corporate Secretary／Director whose Particulars have Changed**

請填報現時在公司註冊處登記的有關資料

Please state the relevant particulars currently registered with the Companies Registry請在有關空格內加 號 Please tick the relevant box(es)

(註 Note 6)

身份



秘書



董事



候補董事

代替 Alternate to

Capacity

Secretary

Director

Alternate Director

N/A

(註 Note 12)

中文名稱

Name in Chinese

康栢管理顧問有限公司

(註 Note 12)

英文名稱

Name in English

Conpak Management Consultants Limited

公司編號 Company Number

(只適用於在香港註冊的法人團體)

(Only applicable to body corporate registered in Hong Kong)

640849

(註 Note 8) B. 更改詳情 Details of Change(s)請只填報有更改的項目 Please complete item(s) with change(s) only

生效日期 Effective Date

(a) 中文及英文名稱 Name in Chinese and English

(Nil)

日 DD 月 MM 年 YYYY

(註 Note 13)

(b) 地址 AddressRooms 05-15, 13A/F., South Tower, World Finance
Centre, Harbour City, 17 Canton Road, Tsim Sha
Tsui, Kowloon, Hong Kong

N/A

國家 Country

31 12 2012

日 DD 月 MM 年 YYYY

(註 Note 11)

(c) 電郵地址 E-mail Address

(Nil)

日 DD 月 MM 年 YYYY

本通知書包括 _____ 張續頁 A 及 _____ 張續頁 B。

This Notification includes _____ Continuation Sheet(s) A and _____ Continuation Sheet(s) B.

簽署 Signed : *For and on behalf of*
CONPAK MANAGEMENT CONSULTANTS LIMITED
康栢管理顧問有限公司姓名 Name : *Conpak Management Consultants*
Limited
董事 Director / 秘書 Secretary*

日期 Date : 31/12/2012

日 DD / 月 MM / 年 YYYY

*請刪去不適用者 Delete whichever does not apply

第三頁 Page 3

指明編號 1/2004 (2004年2月)
Specification No. 1/2004 (Feb. 2004)

(d2b)

0120

35



公司註冊處
Companies Registry

秘書及董事資料更改通知書
Notification of Change of Particulars of
Secretary and Director

(公司條例第 158(4)條)
(Companies Ordinance s. 158(4))

表格
Form **D2B**

重要事項 Important Notes

- 填表前請參閱《填表須知》。
請用黑色墨水列印。
- Please read the accompanying notes before completing this form.
Please print in black ink.

公司編號 Company Number

1819358

1 公司名稱 Company Name

致御有限公司
CROWN BRAND CORPORATION LIMITED

2 個人秘書／董事資料更改 Change of Particulars of Individual Secretary／Director

(如涉及超過一名個人秘書／董事，請用續頁 A 填報 Use Continuation Sheet A if more than 1 individual secretary/director is involved)

A. 更改資料的個人秘書／董事

Identity of the Individual Secretary/Director whose Particulars have Changed

請填報現時在公司註冊處登記的有關資料

Please state the relevant particulars currently registered with the Companies Registry

請在有關空格內加 ✓ 號 Please tick the relevant box(es)

(註 Note 6)

身份
Capacity

秘書
Secretary

董事
Director

候補董事
Alternate Director

代替 Alternate to

N/A

中文姓名
Name in Chinese

李易明

英文姓名
Name in English

LEE

I-Ming

姓氏 Surname

名字 Other Names

(註 Note 7)

身份證明
Identification

(Nil)

211352422

香港身份證號碼 HK Identity Card Number

海外護照號碼 Overseas Passport Number

(註 Note 4) **提交人的資料 Presentor's Reference**

姓名 Name: Conpak Management Consultants Limited

地址 Address: Rooms 05-15, 13A/F., South Tower, World
Finance Centre, Harbour City, 17 Canton
Road, Tsim Sha Tsui, Kowloon, Hong
Kong

電話 Tel: (852) 2666 2888 傳真 Fax: (852) 2388 7900

電郵地址 E-mail Address: info@conpak.com

檔號 Reference: Our Ref.: SZ(bonnie) / Doc. No.:
C10434SZ000005

指明編號 1/2004 (2004 年 2 月)
Specification No. 1/2004 (Feb. 2004)

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18/03/2013

1819358

(d2b)

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36

表格
Form **D2B**

公司編號 Company Number
1819358

2 個人秘書／董事資料更改 (續上頁)
Change of Particulars of Individual Secretary/Director (cont'd)

(註 Note 8) **B. 更改詳情 Details of Change(s)**

請只填報有更改的項目 Please complete item(s) with change(s) only

生效日期 Effective Date

(a) 中文姓名 Name In Chinese

(Nil)

日 DD	月 MM	年 YYYY

(b) 英文姓名 Name In English

(Nil)	(Nil)
姓氏 Surname	名字 Other Names

日 DD	月 MM	年 YYYY

(註 Note 9)

(c) 別名 Alias

(Nil)

日 DD	月 MM	年 YYYY

(註 Note 10)

(d) 住址 Residential Address

(Nil)	國家 Country
-------	------------

日 DD	月 MM	年 YYYY

(註 Note 11)

(e) 電郵地址 E-mail Address

(Nil)

日 DD	月 MM	年 YYYY

(f) 香港身份證號碼
Hong Kong Identity Card Number

(Nil)

日 DD	月 MM	年 YYYY

(g) 海外護照 Overseas Passport

Taiwan	306590042
簽發國家 Issuing Country	號碼 Number

18	MAR	2013
日 DD	月 MM	年 YYYY

表格
Form **D2B**

公司編號 Company Number

1819358

3 法人團體秘書／董事資料更改 Change of Particulars of Corporate Secretary／Director

(如涉及超過一名法人團體秘書／董事，請用續頁 B 填報)

(Use Continuation Sheet B if more than 1 corporate secretary/director is involved)

A. 更改資料的法人團體秘書／董事**Identity of the Corporate Secretary/Director whose Particulars have Changed**

請填報現時在公司註冊處登記的有關資料

Please state the relevant particulars currently registered with the Companies Registry請在有關空格內加 號 Please tick the relevant box(es)

(註 Note 6)

身份 Capacity	<input type="checkbox"/>	秘書 Secretary	<input type="checkbox"/>	董事 Director	<input type="checkbox"/>	候補董事 Alternate Director
----------------	--------------------------	-----------------	--------------------------	----------------	--------------------------	----------------------------

代替 Alternate to

(註 Note 12)

中文名稱
Name in Chinese

(註 Note 12)

英文名稱
Name in English

公司編號 Company Number

(只適用於在香港註冊的法人團體)

(Only applicable to body corporate registered in Hong Kong)

(註 Note 8) B. 更改詳情 Details of Change(s)

請只填報有更改的項目 Please complete item(s) with change(s) only

生效日期 Effective Date

(a) 中文及英文名稱 Name in Chinese and English

<input type="text"/>	<input type="text"/>	<input type="text"/>
日 DD	月 MM	年 YYYY

(註 Note 13)

(b) 地址 Address

<input type="text"/>	<input type="text"/>
	國家 Country

<input type="text"/>	<input type="text"/>	<input type="text"/>
日 DD	月 MM	年 YYYY

(註 Note 11)

(c) 電郵地址 E-mail Address

<input type="text"/>	<input type="text"/>	<input type="text"/>
日 DD	月 MM	年 YYYY

本通知書包括 _____ 張續頁 A 及 _____ 張續頁 B。

This Notification includes _____ 0 _____ Continuation Sheet(s) A and _____ 0 _____ Continuation Sheet(s) B.

簽署 Signed : 姓名 Name : LEE I-Ming
董事 Director / 秘書 Secretary*日期 Date : 18 MAR 2013
日 DD / 月 MM / 年 YYYY

*請刪去不適用者 Delete whichever does not apply

第三頁 Page 3

指明編號 1/2004 (2004 年 2 月)
Specification No. 1/2004 (Feb. 2004)

(d2b)

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38



公司註冊處
Companies Registry

周年申報表
Annual Return

(《公司條例》第 107(1)條)
(Companies Ordinance s. 107(1))

存案 Filed

表格
Form AR1

重要事項 Important Notes

- 填表前請參閱《填表須知》。
請用黑色墨水列印。
- Please read the accompanying notes before completing this form.
Please print in black ink.

公司編號 Company Number

1819358

1 公司名稱 Company Name

CROWN BRAND CORPORATION LIMITED
致御有限公司

(註 Note 8) 2 商業名稱 Business Name

(Nil)

3 公司類別 Type of Company

請在適用的空格內加上 ✓ 號 Please tick the relevant box

- 有股本的私人公司 Private Company having a share capital
- 其他 Others

4 本申報表日期 Date of this Return

本申報表列載公司截至右列日期為止的資料
The information in this return is made up to

01	11	2013
日 DD	月 MM	年 YYYY

(如屬有股本的私人公司，本申報表應列載截至公司成立為法團的周年日期的資料。如屬其他公司，所列載的資料則應截至公司周年大會日期或以代替周年大會的書面決議的日期為止。

For a private company having a share capital, the information in this return should be made up to the anniversary of the date of incorporation. For other companies, the information should be made up to the date of the annual general meeting (AGM) or the date of written resolution passed in lieu of AGM.)

(註 Note 9) 5 註冊辦事處地址 Address of Registered Office

Rooms 05-15, 13A/F., South Tower, World Finance Centre, Harbour City, 17 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong

(註 Note 10) 6 電郵地址 E-mail Address

(Nil)

(註 Note 3) 提交人的資料 Presentor's Reference

姓名 Name: Conpak Management Consultants Limited

地址 Address: Rooms 05-15, 13A/F., South Tower,
World Finance Centre, Harbour City, 17
Canton Road, Tsim Sha Tsui, Kowloon,
Hong Kong

電話 Tel: (852) 2666 2888 傳真 Fax: (852) 2388 7900

電郵地址 E-mail Address: info@conpak.com

檔號 Reference: Our Ref.: (rachelc) / Doc. No.:
C10434SZ000006 / Filing Deadline:
13/12/2013

指明編號 2/2008 (修訂) (2008 年 7 月)
Specification No. 2/2008 (Revision) (July 2008)

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1819358

(ar1)

01102

39

表格
Form **AR1**

公司編號 Company Number

1819358

7 按揭及押記 Mortgages and Charges

截至本申報表日期，所有須根據《公司條例》第 80 及第 82 條規定向公司註冊處處長登記的按揭及押記的未償還總額

Total amount outstanding as of the date of this return on all mortgages and charges which are required to be registered with the Registrar of Companies pursuant to sections 80 and 82 of the Companies Ordinance

(Nil)

(註 Note 11) **8 無股本公司的成員數目 Number of Member(s) of a Company Not Having a Share Capital**
(有股本的公司無需填報此項 Company having a share capital need not complete this section)

截至本申報表日期的成員數目

Number of Member(s) as at the Date of this Return

(註 Note 12) **9 股本 Share Capital**
(無股本的公司無需填報第 9 及第 10 項 Company not having a share capital need not complete sections 9 & 10)

截至本申報表日期 As at the Date of this Return					
股份類別 Class of Shares	法定股本 Authorized Share Capital 總面值 Total Nominal Value †	已發行股本 Issued Share Capital			
		已發行 股份數目 Number of Shares Issued (a)	每股已 發行股份 的面值 Nominal Value of Each Share Issued † (b)	已發行股份的 總面值 Total Nominal Value of Shares Issued † (a) x (b)	已發行股份的 已繳股款總值 (不包括溢價) Total Paid up Value of Shares Issued † (excluding premium)
Ordinary	HKD 10,000.00	10,000	HKD 1.00	HKD 10,000.00	HKD10,000.00
總值 Total	HKD 10,000.00	10,000		HKD 10,000.00	HKD 10,000.00

† 請註明貨幣單位(例如：港元、美元)
Please specify the currency (e.g. HKD, USD)

第二頁 Page 2

指明編號 2/2008 (修訂) (2008 年 7 月)
Specification No. 2/2008 (Revision) (July 2008)

(ar1)

0103

40

表格
Form **AR1**

公司編號 Company Number

1819358

(註 Note 13) **10 有股本公司的成員詳情 Details of Member(s) of a Company Having a Share Capital**
(有股本的公司必須填報此項。如未能盡錄於下列表格內，請用續頁 A 填報。 Company having a share capital must complete this section. Use Continuation Sheet A if there is insufficient space.)

截至本申報表日期的成員詳情 Details of Member(s) as at the Date of this Return

股份類別 Class of Shares

Ordinary

姓名／名稱 Name	地址 Address	股份 Shares			備註 Remarks
		現時持有量 Current Holding	轉讓* Transferred *		
			數目 Number	日期 Date	
金栢利秘書服務有限公司 Company Kit Secretarial Services Limited	Unit A, 3/F., Cheong Sun Tower, 116-118 Wing Lok Street, Sheung Wan, Hong Kong	Nil	1	31 December 2012	Transfer to LEE I-Ming
李易明 LEE I-Ming	N0. 3-5, ALLY 17, Lane 22, LinQuan Street, LingYa District, Kaohsiung City 802, TaiWan, Republic of China	10,000	9,999	31 December 2012	Allotment of New Shares
總數 Total		10,000			

* 如公司的股份自上一份周年申報表日期以來(如屬首份周年申報表，則自公司成立為法團以來)有任何轉讓，有關詳情亦請一併申報；股份受讓人的姓名／名稱請在「備註」一欄註明。

* If there have been any transfers of the company's shares since the date of the last annual return (or since incorporation if this is the first annual return), please also provide details of the transfers; the name of the transferee should be stated in the 'Remarks' column.

第三頁 Page 3

指明編號 2/2008 (修訂) (2008 年 7 月)
Specification No. 2/2008 (Revision) (July 2008)

(ar1)

0104

41

表格
Form **AR1**

公司編號 Company Number

1819358

12 董事 Director

A. 個人董事 Individual Director

(如超過一名個人董事，請用續頁 C 填報 Use Continuation Sheet C if more than 1 individual director)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

(註 Note 19)

身份
Capacity

董事
Director

候補董事
Alternate Director

代替 Alternate to

N/A

中文姓名
Name in Chinese

李易明

英文姓名
Name in English

LEE

I-Ming

姓氏 Surname

名字 Other Names

前用姓名
Previous Names

(Nil)

別名
Alias

(Nil)

(註 Note 20)

住址
Residential
Address

N0. 3-5, ALLY 17, Lane 22, LinQuan Street,
LingYa District, Kaohsiung City 802, TaiWan,
Republic of China

Taiwan

國家 Country

(註 Note 21)

電郵地址
E-mail Address

(Nil)

(註 Note 22)

身份證明 Identification

a 香港身份證號碼
Hong Kong Identity Card Number

(Nil)

b 護照
Passport

Taiwan

306590042

簽發國家 Issuing Country

號碼 Number

表格
Form

AR1

公司編號 Company Number

1819358

12 董事 Director (續上頁 cont'd)

B. 法人團體董事 Corporate Director

(如超過兩名法人團體董事，請用續頁 D 填報 Use Continuation Sheet D if more than 2 corporate directors)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

(註 Note 19)

1 身份 Capacity 董事 Director 候補董事 Alternate Director

代替 Alternate to

中文名稱
Name in Chinese英文名稱
Name in English

(註 Note 23)

地址
Address

國家 Country

(註 Note 21)

電郵地址
E-mail Address公司編號 Company Number
(只適用於在香港註冊的法人團體)
(Only applicable to body corporate registered in Hong Kong)

(註 Note 19)

2 身份 Capacity 董事 Director 候補董事 Alternate Director

代替 Alternate to

中文名稱
Name in Chinese英文名稱
Name in English

(註 Note 23)

地址
Address

國家 Country

(註 Note 21)

電郵地址
E-mail Address公司編號 Company Number
(只適用於在香港註冊的法人團體)
(Only applicable to body corporate registered in Hong Kong)

第六頁 Page 6

表格
Form **AR1**

公司編號 Company Number

1819358

13 登記冊 Registers

公司備存下列登記冊的地址(如並非備存於第 5 項的註冊辦事處內)

Address where the following registers of the company are kept (if not kept at the registered office stated in Section 5)

登記冊 Register 地址 Address

a 成員登記冊
Register of Members

N/A

b 債權證持有人登記冊
(如有的話)
Register of Debenture
Holders (if any)

N/A

(註 Note 24)

14 隨本表格提交的帳目所涵蓋的會計期**Period Covered by Accounts Submitted with this Form**

(私人公司無需填報此項 A private company need not complete this section)

日 DD	月 MM	年 YYYY
------	------	--------

至
To

日 DD	月 MM	年 YYYY
------	------	--------

15 證明書 Certificate

(此項證明只適用於私人公司。如不適用，請刪去此項。)

(This Certificate should only be completed in respect of a private company. If not applicable, please delete.)

本人證明公司自上一份周年申報表日期以來(如屬首份周年申報表，則自成立為法團以來)，並無發出任何文件，邀請公眾人士認購公司任何股份或債權證；同時如成員數目於本申報表日期超過五十，則所超出的成員，全是根據《公司條例》第 29(1)(b)條不須計算入該五十名額內的人士。

I certify that the company has not, since the date of the last annual return (or since incorporation if this is the first annual return), issued any invitation to the public to subscribe for any shares or debentures in the company and that if the number of members is in excess of 50 as at the date of this return, the excess are persons who under section 29(1)(b) of the Companies Ordinance are not to be included in the calculation of 50.

(註 Note 25)

提示 Advisory Note

所有公司董事均應閱讀公司註冊處編製的《有關董事責任的非法定指引》的最新版本，並熟悉該指引所概述的董事一般責任。

All directors of the company are advised to read the latest version of the 'Non-Statutory Guidelines on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guidelines.

本申報表包括下列續頁。 This Return includes the following Continuation Sheet(s).

續頁 Continuation Sheet(s)	A	B	C	D
頁數 Number of pages	0	0	0	0

on behalf of
CONPAK MANAGEMENT CONSULTANTS LIMITED
康栢管理顧問有限公司

(註 Note 5)

簽署 Signed :

Authorized Signatory
Conpak Management Consultants
Limited

姓名 Name :

董事 Director / 秘書 Secretary *

日期 Date :

01/11/2013

日 DD / 月 MM / 年 YYYY

* 請刪去不適用者 Delete whichever does not apply

第八頁 Page 8

指明編號 2/2008 (修訂) (2008年7月)
Specification No. 2/2008 (Revision) (July 2008)

(ar1)

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46



公司註冊處
Companies Registry

周年申報表
Annual Return

存案 Filed

表格
Form **NAR1**

公司編號 Company Number

1819358

1 公司名稱 Company Name

CROWN BRAND CORPORATION LIMITED
致御有限公司

2 商業名稱(如有的話) Business Name (If any)

(Nil)

3 公司類別 Type of Company

請在適用的空格內加上 ✓ 號 Please tick the relevant box



私人公司

Private company



公眾公司

Public company



擔保有限公司

Company limited by guarantee

4 本申報表的結算日期

Date to which this Return is Made Up

01	11	2014
日 DD	月 MM	年 YYYY

(如屬私人公司, 本申報表應列載截至公司成立為法團的周年日期的資料。

如屬公眾公司, 申報表的結算日期應為該公司的會計參照期結束後的 6 個月屆滿之日。

如屬擔保有限公司, 申報表的結算日期應為該公司的會計參照期結束後的 9 個月屆滿之日。

For a private company, the information in this return should be made up to the anniversary of the date of its incorporation.

For a public company, the return should be made up to the date that is 6 months after the end of its accounting reference period.

For a company limited by guarantee, the return should be made up to the date that is 9 months after the end of its accounting reference period.)

5 隨本表格交付的財務報表所涵蓋的會計期

Period Covered by Financial Statements Delivered with this Form

(私人公司無需填報此項 A private company need not complete this section)

日 DD	月 MM	年 YYYY

至
To

日 DD	月 MM	年 YYYY

6 註冊辦事處地址 Address of Registered Office

Rooms 05-15, 13A/F., South Tower, World Finance Centre, Harbour City, 17 Canton Road, Tsim Sha Tsui,
Kowloon, Hong Kong

提交人資料 Presentor's Reference

姓名 Name: Conpak Management Consultants Limited
地址 Address: Rooms 05-15, 13A/F., South Tower, World
Finance Centre, Harbour City, 17 Canton
Road, Tsim Sha Tsui, Kowloon, Hong Kong

電話 Tel: (852) 2666 2888 傳真 Fax: (852) 2388 7900
電郵 Email: info@conpak.com
檔號 Reference: Our Ref.: (CARMENYAU) / Doc. No.:
C10434SZ000007 / Filing Deadline:
13/12/2014

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03/11/2014

1819358

表格
Form **NAR1**

公司編號 Company Number

1819358

11 7 電郵地址 Email Address

(Nil)

8 按揭及押記 Mortgages and Charges

截至本申報表的結算日期，所有根據《公司條例》須向公司註冊處處長登記的，或若於 1912 年 1 月 1 日後設定便須如此登記的按揭及押記的負債總額

Total amount of the indebtedness as at the date to which this return is made up in respect of all mortgages and charges which are required to be registered with the Registrar of Companies pursuant to the Companies Ordinance or would have been required to be so registered if created after 1 January 1912

(Nil)

9 無股本公司的成員人數 Number of Member(s) of a Company Not Having a Share Capital

(有股本的公司無需填報此項 Company having a share capital need not complete this section)

截至本申報表的結算日期的成員人數

Number of Member(s) as at the Date to which this Return is Made Up

12 10 股本 Share Capital

(無股本的公司無需填報此項 Company not having a share capital need not complete this section)

截至本申報表的結算日期 As at the Date to which this Return is Made Up				
股份的類別 (如普通股/ 優先股等) Class of Shares (e.g. Ordinary/ Preference etc.)	貨幣單位 Currency	已發行股份 Issued Shares		
		總數 Total Number	總款額 Total Amount	已繳或視作 已繳的總款額 Total Amount Paid up or Regarded as Paid up
Ordinary	HKD	10,000	10,000.00	10,000.00
總數 Total	HKD	10,000	10,000.00	10,000.00

第二頁 Page 2

表格
Form**NAR1**

公司編號 Company Number

1819358**11 公司秘書 Company Secretary****A. 公司秘書 (自然人) Company Secretary (Natural Person)**

(如超過一名公司秘書屬自然人，請用續頁 A 填報 Use Continuation Sheet A if more than 1 company secretary is a natural person)

中文姓名 Name in Chinese	
英文姓名 Name in English	姓氏 Surname
	名字 Other Names
前用姓名 Previous Names	中文 Chinese
	英文 English
別名 Alias	中文 Chinese
	英文 English
香港通訊地址 Hong Kong Correspondence Address	
	地區 Region
	香港 / HONG KONG
電郵地址 Email Address	

13

14

15

身分證明 Identification**(a) 香港身分證號碼**

Hong Kong Identity Card Number

(Nil)

()

(b) 護照

Passport

簽發國家
Issuing Country號碼
Number**B. 公司秘書 (法人團體) Company Secretary (Body Corporate)**

(如超過一名公司秘書屬法人團體，請用續頁 A 填報 Use Continuation Sheet A if more than 1 company secretary is a body corporate)

中文名稱 Name in Chinese	康栢管理顧問有限公司
英文名稱 Name in English	Conpak Management Consultants Limited
香港地址 Hong Kong Address	Rooms 05-15, 13A/F., South Tower, World Finance Centre, Harbour City, 17 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong
	地區 Region
	香港 / HONG KONG
電郵地址 Email Address	(Nil)
公司編號 Company Number	640849

16

17

18

19

表格
Form **NAR1**

公司編號 Company Number

1819358

12 董事 Directors**A. 董事 (自然人) Director (Natural Person)**

(如超過一名董事屬自然人，請用續頁 B 填報 Use Continuation Sheet B if more than 1 director is a natural person)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

18

身分
Capacity董事
Director候補董事
Alternate Director

代替 Alternate to

N/A

中文姓名
Name in Chinese

李易明

英文姓名
Name in English姓氏
Surname

LEE

名字
Other Names

I-Ming

前用姓名
Previous Names中文
Chinese

(Nil)

英文
English

(Nil)

別名
Alias中文
Chinese

(Nil)

英文
English

(Nil)

19

住址
Residential
Address

NO. 3-5, ALLY 17, Lane 22, LinQuan Street,

LingYa District, Kaohsiung City 802,

TaiWan, Republic of China

國家/地區
Country/Region

Taiwan

20

電郵地址
Email Address

(Nil)

21

身分證明 Identification

(a) 香港身分證號碼
Hong Kong Identity Card Number

(Nil)

()

(b) 護照
Passport簽發國家
Issuing Country

Taiwan

號碼
Number

306590042

表格
Form **NAR1**

公司編號 Company Number

1819358

12 董事 Directors (續上頁 cont'd)**B. 董事 (法人團體) Director (Body Corporate)**

(如超過兩名董事屬法人團體，請用續頁 C 填報 Use Continuation Sheet C if more than 2 directors are body corporate)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

18

1 身分

Capacity

董事

Director

候補董事

Alternate Director

代替 Alternate to

中文名稱

Name in Chinese

英文名稱

Name in English

22

地址

Address

國家 / 地區
Country / Region

20

電郵地址

Email Address

公司編號 Company Number

(只適用於在香港註冊的法人團體)

(Only applicable to body corporate registered in Hong Kong)

18

2 身分

Capacity

董事

Director

候補董事

Alternate Director

代替 Alternate to

中文名稱

Name in Chinese

英文名稱

Name in English

22

地址

Address

國家 / 地區
Country / Region

20

電郵地址

Email Address

公司編號 Company Number

(只適用於在香港註冊的法人團體)

(Only applicable to body corporate registered in Hong Kong)

表格
Form**NAR1**

公司編號 Company Number

1819358**12 董事 Directors** (續上頁 cont'd)**C. 備任董事 Reserve Director**

(只適用於只有一名成員而該成員同時亦是唯一董事的私人公司)

(Only applicable to a private company with only one member who is also the sole director of the company)

中文姓名
Name in Chinese英文姓名
Name in English姓氏
Surname名字
Other Names前用姓名
Previous Names中文
Chinese英文
English別名
Alias中文
Chinese英文
English住址
Residential
Address國家/地區
Country/Region電郵地址
Email Address**身分證明 Identification**

(a) 香港身分證號碼

Hong Kong Identity Card Number

										()
--	--	--	--	--	--	--	--	--	--	-----

(b) 護照
Passport簽發國家
Issuing Country號碼
Number

表格
Form **NAR1**

公司編號 Company Number

1819358

23 13 有股本公司的成員詳情 Particulars of Member(s) of a Company Having a Share Capital
(有股本的公司必須填報此項 Company having a share capital must complete this section)

請在適用的空格內加上 ✓ 號 Please tick the relevant box

非上市公司的成員詳情列於附表一
Particulars of members of a non-listed company are listed in Schedule 1

上市公司的成員詳情列於附表二
Particulars of members of a listed company are listed in Schedule 2

24 14 公司紀錄 Company Records

(如空位不足，請用續頁D填報 Use Continuation Sheet D if the space provided is insufficient)

公司備存下列紀錄的地址(如並非備存於第6項所述的註冊辦事處內)
Address where the following company records are kept (if not kept at the registered office stated in Section 6)

公司紀錄 Company Records	地址 Address

15 陳述書 Statement

(如屬私人公司，請在空格內加上 ✓ 號以作出此項陳述 For a private company, please tick the box to make the Statement)

現述明公司自最近一份周年申報表的結算日期起(如屬首份周年申報表，則自公司成立為法團的日期起)，並沒有發出邀請，以邀請公眾人士認購公司的任何股份或債權證；同時如成員人數於本申報表的結算日期當日超過五十名，則超出五十名之數的成員，全屬根據《公司條例》第11(2)條於計算公司成員人數時不包括在內的人。

The company has not, since the date of the last annual return (or since the date of incorporation in the case of the first annual return), issued any invitation to the public to subscribe for any shares or debentures of the company and that if the number of members of the company exceeds 50 as at the date of this return, the excess consists wholly of persons who, under section 11(2) of the Companies Ordinance, are excluded in the calculation of the number of members of the company.

提示 Advisory Note

所有公司董事均應閱讀公司註冊處編製的《董事責任指引》，並熟悉該指引所概述的董事一般責任。

All directors of the company are advised to read 'A Guide on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guide.

本申報表包括下列續頁 This Return includes the following Continuation Sheet(s)

續頁 Continuation Sheet(s)	A	B	C	D
頁數 Number of pages	0	0	0	0

For and on behalf of
CONPAK MANAGEMENT CONSULTANTS LIMITED
威栢管理顧問有限公司

6 簽署 Signed :

.....
Authorized Signature(s)

姓名 Name : Conpak Management Consultants Limited 日期 Date : 01/11/2014
董事 Director / 公司秘書 Company Secretary * 日 DD / 月 MM / 年 YYYY

*請刪去不適用者 Delete whichever does not apply

第七頁 Page 7

表格
Form **NAR1**

附表一 Schedule 1
(非上市公司適用)
FOR NON-LISTED COMPANY)

本申報表的結算日期
Date to which this Return is Made Up

01	11	2014
日 DD	月 MM	年 YYYY

公司編號 Company Number

1819358

26

非上市公司的成員詳情 (第 13 項)

Particulars of Member(s) of a Non-listed Company (Section 13)

(有股本的非上市公司必須填報此頁。如空位不足，或超過一類股份，可另加附表一。)

(Non-listed company having a share capital must complete this page. If the space provided is insufficient, or if there is more than one class of shares, please use additional Schedule 1.)

截至本申報表的結算日期的成員詳情 Particulars of Member(s) as at the Date to which this Return is Made Up

股份類別 Class of Shares

Ordinary

此類別股份的已發行總數 Total Number of Issued Shares in this Class

10,000

姓名／名稱 Name	地址 Address	股份 Shares		備註 Remarks	
		現時持有量 Current Holding	轉讓* Transferred *		
			數目 Number		日期 Date
李易明 LEE I-Ming	N0. 3-5, ALLY 17, Lane 22, LinQuan Street, LingYa District, Kaohsiung City 802, TaiWan, Republic of China	10,000			

* 如公司的股份自上一份周年申報表日期以來(如屬首份周年申報表，則自公司成立為法團以來)有任何轉讓，有關詳情亦請一併申報；股份受讓人的姓名／名稱請在「備註」一欄註明。

* If there have been any transfers of the company's shares since the date of the last annual return (or since incorporation if this is the first annual return), please also provide details of the transfers; the name of the transferee should be stated in the 'Remarks' column.

指明編號 1/2014 (2014年3月) Specification No. 1/2014 (March 2014)

0094

Conpak 康栢
CONPAK CPA LIMITED

CERTIFIED TRUE COPY
We hereby certify that the foregoing document is a true and complete photostatic copy of the original (or a properly certified copy of the original).
Dated: **24 MAY 2019**

30

For and on behalf of
CONPAK MANAGEMENT CONSULTANTS LIMITED
康栢管理顧問有限公司
.....
Authorized Signature(s)

Company Secretary

CROWN BRAND CORPORATION LIMITED
致御有限公司

**REPORT OF THE SOLE DIRECTOR AND
AUDITED FINANCIAL STATEMENTS**

**FOR THE PERIOD FROM 1 NOVEMBER 2012
(DATE OF INCORPORATION) TO 31 MARCH 2014**

康栢會計師事務所有限公司

CROWN BRAND CORPORATION LIMITED
致御有限公司

<u>CONTENTS</u>	<u>PAGE(S)</u>
REPORT OF THE SOLE DIRECTOR	1
INDEPENDENT AUDITOR'S REPORT	2 - 3
AUDITED FINANCIAL STATEMENTS	
Income statement	4
Balance sheet	5
Statement of changes in equity	6
Notes to the financial statements	7 - 10
APPENDIX (FOR MANAGEMENT INFORMATION PURPOSE ONLY)	
Detailed analysis of income statement	11

**CROWN BRAND CORPORATION LIMITED
REPORT OF THE SOLE DIRECTOR**

The sole director presents herewith the first report and the audited financial statements of the Company for the period from 1 November 2012 (Date of incorporation) to 31 March 2014.

PRINCIPAL ACTIVITY

The Company did not generate income during the period.

RESULTS

The Company's loss for the period ended 31 March 2014 and its state of affairs as at that date are set out in the financial statements on pages 4 to 10.

SHARE CAPITAL

Details of movements in share capital of the Company are set out in note 11 to the financial statements.

DIRECTORS

The directors of the Company during the period and up to the date of this report were:

LEE I-Ming	(appointed on 31 December 2012)
Company Kit Secretarial Services Limited	(appointed on 1 November 2012 and resigned on 31 December 2012)

In accordance with articles 62 of the Company's articles of association, the directors shall hold office until the conclusion of the next following annual general meeting, and shall then be eligible for re-election.

AUDITOR

The financial statements have been audited by Messrs. Conpak CPA Limited who retire and, being eligible, offer themselves for re-appointment. A resolution for their re-appointment as auditor of the Company will be proposed at the forthcoming annual general meeting.



LEE I-Ming
Sole director

Hong Kong, 18 December 2014



CONPAK CPA LIMITED | 康栢會計師事務所有限公司

**INDEPENDENT AUDITOR'S REPORT
TO THE SHAREHOLDER OF CROWN BRAND CORPORATION LIMITED
(incorporated in Hong Kong with limited liability)**

Report on the Financial Statements

We have audited the financial statements of Crown Brand Corporation Limited set out on pages 4 to 10, which comprise the balance sheet as at 31 March 2014, and the income statement and the statement of changes in equity for the period from 1 November 2012 (Date of incorporation) to 31 March 2014, and a summary of significant accounting policies and other explanatory information.

Director's Responsibility for the Financial Statements

The sole director is responsible for the preparation of financial statements in accordance with the Small and Medium-sized Entity Financial Reporting Standard (SME-FRS) issued by the Hong Kong Institute of Certified Public Accountants and the Hong Kong Companies Ordinance, and for such internal control as the sole director determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In addition, section 77 of Schedule 11 to the Hong Kong Companies Ordinance (Cap. 622), with reference to section 141D of the predecessor Hong Kong Companies Ordinance (Cap. 32) requires that the balance sheet together with the notes thereon should be prepared in accordance with the requirements of section 77 of Schedule 11 to the Hong Kong Companies Ordinance (Cap. 622), with reference to the Eleventh Schedule to the predecessor Hong Kong Companies Ordinance (Cap. 32).

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. The report is made solely to you, as a body, in accordance with section 77 of Schedule 11 to the Hong Kong Companies Ordinance (Cap. 622), with reference to section 141D of the predecessor Hong Kong Companies Ordinance (Cap. 32) and for no other purpose. We do not assume responsibility towards or accept liability to any other person for the contents of this report. We conducted our audit in accordance with Hong Kong Standards on Auditing and with reference to PN900 (Clarified) "Audit of Financial Statements Prepared in Accordance with the Small and Medium-sized Entity Financial Reporting Standard" issued by the Hong Kong Institute of Certified Public Accountants. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the sole director, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



CONPAK CPA LIMITED | 康栢會計師事務所有限公司

**INDEPENDENT AUDITOR'S REPORT (continued)
TO THE SHAREHOLDER OF CROWN BRAND CORPORATION LIMITED
(incorporated in Hong Kong with limited liability)**

Opinion

In our opinion, the financial statements of the Company for the period ended 31 March 2014 are prepared, in all material respects, in accordance with the SME-FRS. In addition, in our opinion the balance sheet together with the notes thereon is properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs as at 31 March 2014 according to the best of our information and explanations given to us, and as shown by the books of the Company.

Emphasis of Matter

Without qualifying our opinion, we draw attention to Note 2 in the financial statements which indicates that the Company incurred a net loss of HK\$50,596 the period ended 31 March 2014, and, as of that date, the Company's total liabilities exceeded its total assets by HK\$40,596. These conditions indicate the existence of a material uncertainty which may cast significant doubt about the Company's ability to continue as a going concern. The ability of the Company to continue as a going concern will depend upon the continuous financial support from the sole shareholder and the probable assumption that the Company will generate adequate cash flows from its future operation in order to meet its obligations as and when fall due.

**Report on other matters under section 77 of Schedule 11 to the Hong Kong Companies Ordinance
(Cap. 622) with reference to section 141D of the predecessor Hong Kong Companies Ordinance
(Cap. 32)**

We report that we have obtained all the information and explanations which we have required.

Conpak CPA Limited
Certified Public Accountants

LEE Man Wing, Marius
Practising Certificate number P02768

Hong Kong, 18 December 2014

CROWN BRAND CORPORATION LIMITED
INCOME STATEMENT
FOR THE PERIOD FROM 1 NOVEMBER 2012
(DATE OF INCORPORATION) TO 31 MARCH 2014

	Note	01.11.2012 to 31.03.2014 HK\$
REVENUE	4	-
Other income	4	1
Administrative expenses		(50,597)
		<hr/>
LOSS BEFORE TAX	5	(50,596)
Income tax	7	-
		<hr/>
NET LOSS FOR THE PERIOD		(50,596)
		<hr/> <hr/>

CROWN BRAND CORPORATION LIMITED
BALANCE SHEET AS AT 31 MARCH 2014

	Note	2014 HK\$
NON-CURRENT ASSETS		
Loan receivables	8	1,507,088
		<hr/>
CURRENT ASSETS		
Cash and bank balances		62,414
Due from the related company	9	22,442
		<hr/>
		84,856
		<hr/>
CURRENT LIABILITIES		
Due to the sole shareholder	10	(1,632,540)
		<hr/>
NET CURRENT LIABILITIES		(1,547,684)
		<hr/>
NET LIABILITIES		(40,596)
		<hr/>
DEFICIENCY IN ASSETS		
Share capital	11	10,000
Accumulated loss		(50,596)
		<hr/>
		(40,596)
		<hr/>



Sole director

CROWN BRAND CORPORATION LIMITED
STATEMENT OF CHANGES IN EQUITY
FOR THE PERIOD FROM 1 NOVEMBER 2012
(DATE OF INCORPORATION) TO 31 MARCH 2014

	Share capital HK\$	Accumulated loss HK\$	Total HK\$
At the date of incorporation	1	-	1
Issue of share capital	9,999	-	9,999
Net loss for the period	-	(50,596)	(50,596)
At 31 March 2014	10,000	(50,596)	(40,596)

CROWN BRAND CORPORATION LIMITED
NOTES TO THE FINANCIAL STATEMENTS FOR THE PERIOD ENDED 31 MARCH 2014

1. COMPANY INFORMATION

Crown Brand Corporation Limited is a company incorporated in Hong Kong with limited liability. The Company's registered office is located at Rooms 05-15, 13A/F., South Tower, World Finance Centre, Harbour City, 17 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong.

The Company did not generate income during the period.

2. BASIS OF PREPARATION

The Company qualifies under the Hong Kong Companies Ordinance to prepare its financial statements in accordance with section 77 of Schedule 11 to the Hong Kong Companies Ordinance (Cap. 622), with reference to section 141D of the predecessor Hong Kong Companies Ordinance (Cap. 32). The Company's sole shareholder has agreed in writing to apply section 77 of Schedule 11 to the Hong Kong Companies Ordinance (Cap. 622), with reference to section 141D of the predecessor Hong Kong Companies Ordinance (Cap. 32), with respect to the Company's financial statements for the period ended 31 March 2014.

These financial statements comply with the Small and Medium-sized Entity Financial Reporting Standard (SME-FRS) issued by the Hong Kong Institute of Certified Public Accountants and have been prepared under the accrual basis of accounting and on the basis that the Company is a going concern, notwithstanding the Company has sustained the deficiency of net assets, as the Company's sole director anticipates that the Company will generate adequate cash flows from its future operation. In addition, the sole shareholder had agreed to provide financial support to the Company and not to demand immediate repayment of the loan to enable the Company to continue its operation and to meet its liabilities as and when they fall due.

The measurement base adopted is the historical cost convention.

3. SUMMARY OF PRINCIPAL ACCOUNTING POLICIES

Revenue recognition

Revenue is recognised when it is probable that the economic benefits will flow to the Company and when the revenue can be measured reliably, on the following basis:

Bank interest income is recognised on a time proportion basis, taking into account the principal outstanding and the effective interest rate applicable.

Income tax

Income tax expense represents current tax expense. The income tax payable represents the amounts expected to be paid to the taxation authority, using the tax rates and tax laws that have been enacted or substantively enacted by the balance sheet date.

Deferred tax is not provided.

Preliminary expenses

Preliminary expenses are written off to the income statement at the time when they are incurred.

Loan receivables

Loan receivables are stated at cost less accumulated impairment losses.

CROWN BRAND CORPORATION LIMITED
NOTES TO THE FINANCIAL STATEMENTS FOR THE PERIOD ENDED 31 MARCH 2014

4. REVENUE

The Company did not generate any income during the period. An analysis of revenue and other income is as follows:

	01.11.2012 to 31.03.2014 HK\$
Revenue	-
Other income:	
Bank interest income	1
	<hr/>
Total revenue and other income	1
	<hr/> <hr/>

5. LOSS BEFORE TAX

The Company's loss before tax is arrived at after charging the following items:

	01.11.2012 to 31.03.2014 HK\$
Auditor's remuneration	11,000
Exchange losses, net	9
Preliminary expenses	7,874
	<hr/> <hr/>

6. DIRECTOR'S REMUNERATION

No director received or will receive any fees or emoluments in respect of the services to the Company during the period.

7. INCOME TAX

Hong Kong profits tax has not been provided as the Company has not generated any assessable profits in Hong Kong during the period.

CROWN BRAND CORPORATION LIMITED
NOTES TO THE FINANCIAL STATEMENTS FOR THE PERIOD ENDED 31 MARCH 2014

8. LOAN RECEIVABLES

	31.03.2014 HK\$
Purchase of loan agreement	1,507,088

The above loans were secured by a piece of land located in Canada.

The above loans were interest free and repayable after one year from the balance sheet date.

9. DUE FROM THE RELATED COMPANY

The amount due from the related company disclosed pursuant to section 78 of Schedule 11 to the Hong Kong Companies (Cap. 622) Ordinance, which requires compliance with section 161B of the predecessor Hong Kong Companies Ordinance (Cap. 32), is as follows:

Name of related company	Maximum outstanding amount during the period HK\$	31.03.2014 HK\$
Joy Plus Corporation Limited	22,442	22,442

The amount due is unsecured, interest-free and repayable on demand.

LEE I-Ming, the Company's sole director, is a director of the related company, Joy Plus Corporation Limited.

10. DUE TO THE SOLE SHAREHOLDER

The amount due is unsecured, interest-free and repayable on demand.

11. SHARE CAPITAL

	31.03.2014 HK\$
Issued and fully paid: 10,000 ordinary shares	10,000

1 ordinary share was issued and fully paid for HK\$1 upon incorporation of the Company as initial capital.

On 31 December 2012, the issued share capital of the Company was increased from HK\$1 to HK\$10,000 by the issue of 9,999 ordinary shares of HK\$1 each.

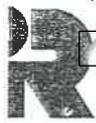
CROWN BRAND CORPORATION LIMITED
NOTES TO THE FINANCIAL STATEMENTS FOR THE PERIOD ENDED 31 MARCH 2014

12. APPROVAL OF FINANCIAL STATEMENTS

The financial statements were approved and authorised for issue by the sole director on 18 December 2014.

CROWN BRAND CORPORATION LIMITED
DETAILED ANALYSIS OF INCOME STATEMENT
FOR THE PERIOD FROM 1 NOVEMBER 2011
(DATE OF INCORPORATION) TO 31 MARCH 2014
(FOR MANAGEMENT INFORMATION PURPOSE ONLY)

	01.11.2012 to 31.03.2014 HK\$
REVENUE	-
OTHER INCOME	
Bank interest income	1
ADMINISTRATIVE EXPENSES	
Auditor's remuneration	11,000
Bank charges	915
Exchange losses, net	9
Legal and professional fee	4,035
Preliminary expenses	7,874
Internet expenses	24,024
Sundry expenses	650
Travelling	2,090
	<u>(50,597)</u>
LOSS BEFORE TAX	<u><u>(50,596)</u></u>



INLAND REVENUE DEPARTMENT

9 c Profit taxreturn 2013-14 PROFITS TAX RETURN — CORPORATIONS

RIN : E201XE9848

FINAL ASSESSMENT 2013/14 AND PROVISIONAL PAYMENT 2014/15

2014

33

ANY COMMUNICATION PLEASE QUOTE THE FILE NUMBER BELOW

File No. 23/60552411 (TF1)



CERTIFIED TRUE COPY We hereby certify that the foregoing document is a true and complete photostatic copy of the original (or a properly certified copy of the original).

Dated: 24 MAY 2014

Web site: www.ird.gov.hk

Tel. No.: 2594 1771

For and on behalf of CONPAK MANAGEMENT CONSULTANTS LIMITED 康栢管理顧問有限公司

Authorized Signature(s) Company Secretary

致御有限公司 CROWN BRAND CORPORATION LIMITED RMS 05-15 13A/F SOUTH TOWER WORLD FINANCE CTR HARBOUR CITY 17 CANTON ROAD TSIM SHA TSUI KL

(6L1) (C) ()

2014 1

E000184

C10934 Sr Anna CHD019090016

are required under section 51(1) of the Inland Revenue Ordinance (Cap. 112) to make on this form a true and correct return of the Assessable Profits (or Adjusted Loss) (See Note C1) arising during the basis period (See Note C2) for the year of assessment ended 31 March 2014.

MUST prepare the following documents (collectively called "Supporting Documents"): a certified copy of your Statement of Financial Position/ Balance Sheet, Auditor's Report where required by Hong Kong or foreign law or if one has otherwise been prepared, and Statement of Comprehensive Income/Profit and Loss Account in respect of the basis period;

you are NOT a SMALL corporation (See Note C3), you MUST submit ALL the Supporting Documents together with this form.

you are a SMALL corporation, you only need to submit this form. However, you MUST retain the Supporting Documents as you may be required to submit them later.

If the criteria specified by the Commissioner are met, you may choose to submit this return in the form of an electronic record using GovHK. For details, see Note C4.

Effective date: 05 SEP 2014

MS LEE KONG-CHUN, DORIS Assistant Commissioner

Please refer to the corresponding parts and items in Section G of the Notes. Exclude cents when stating amounts.

PART 1 STATEMENT OF ASSESSABLE PROFITS OR ADJUSTED LOSS

Table with 2 rows: 1. Assessable Profits (before loss brought forward) If NIL, enter "0" HK\$ 0; 2. Adjusted Loss (before loss brought forward) If NIL, enter "0" HK\$ 4,272,300

PART 2 TAX LIABILITY OR REPAYMENT

Table with 2 rows: 1. Tax Payable If NIL, enter "0" HK\$ 0; 2. Tax Repayable If NIL, enter "0" HK\$ 0

"✓" the appropriate boxes

PART 3 GROSS INCOME, SPECIFIED TRANSACTIONS AND MATTERS

Table with 6 rows of questions regarding gross income, intellectual property, double taxation, etc. with Yes/No columns and checkboxes.

FOR OFFICIAL USE ONLY

- Checkboxes for A/C, C/A, T/R, PF Lang. Ind., Not for A.A. Ind., IR10C/670/1264 issued on, IR849 / on-line update for, B. Name, B. Add., Cess.

DO NOT TEAR OFF THIS PART

File No. 23/60552411 (TF1) Ass't Yr 2014

9 Profit tax returns 2013-14 pdf CORPORATION

4.1	Postal address in Hong Kong if different from that printed on this return:
4.2	If the postal address stated in Item 4.1 is the same as your current main business address, "✓" the box. <input type="checkbox"/>
4.3	Telephone Number:
4.4	Principal business activity: <u>Did not generate income during the period</u> Principal product or service: If different from that previously reported, "✓" the box. <input type="checkbox"/>

PART 5 RETURN FORM LANGUAGE

 If you wish to receive future Profits Tax Returns in **CHINESE**, "✓" the box.
PART 6 AUTHORIZED REPRESENTATIVE

(Complete only if you have appointed a representative. Such an appointment is NOT compulsory.)

 I hereby authorize CONPAK MANAGEMENT CONSULTANTS LIMITED
 of (Address) Rooms 05-15, 13A/F, South Tower, World Finance Centre, Harbour City, 17 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong
 to handle the tax affairs on behalf of the Corporation.

 The representative's Business Registration No. and Branch No., if any 2 1 6 4 2 9 2 2 0 0 0

 The representative's Reference No. 1 0 4 3 4 H K N W L

"✓" the appropriate box

PART 7 GENERAL MATTERS		Yes	No
7.1	Are your accounts required to be audited by law? If yes, complete Item 7.1.1 and if you are a SMALL corporation, complete also Items 7.1.2 and 7.1.3.	<input checked="" type="checkbox"/> 10	<input type="checkbox"/>
7.1.1	Did the Auditor(s) in his/their Report express an adverse opinion or a disclaimer of opinion?	<input type="checkbox"/> 11	<input checked="" type="checkbox"/>
7.1.2	State the name of the Auditor(s) who prepared your Auditor's/Auditors' Report for the basis period: <u>Conpak CPA Limited</u>		
7.1.3	State the date of the Auditor's/Auditors' Report: <u>18 Decemeber 2014</u>		
7.2	State your basis period: From <u>1 Nov 2012</u> to <u>31 Mar 2014</u> Is the accounting date for this year different from that of last year?	<input checked="" type="checkbox"/> 12	<input type="checkbox"/>
7.3	Did you commence business within the basis period? If yes, state the date of commencement: <u>1 Nov 2012</u>	<input checked="" type="checkbox"/> 13	<input type="checkbox"/>
7.4	Did you cease business within the basis period? If yes, complete Items 7.4.1, 7.4.2 and 7.4.3.	<input type="checkbox"/> 14	<input checked="" type="checkbox"/>
7.4.1	State the date of cessation:		
7.4.2	On cessation, was your business or any part thereof transferred to and carried on by another person? If yes, state the name of this person:	<input type="checkbox"/> 15	<input type="checkbox"/>
7.4.3	On cessation, were any of the assets of your business sold or transferred to an associated person?	<input type="checkbox"/> 16	<input type="checkbox"/>
7.5	Are your financial statements prepared in a foreign currency? If yes, state the currency and the conversion rate used to convert to HK dollars. Currency Conversion rate	<input type="checkbox"/> 17	<input checked="" type="checkbox"/>
7.6	Are you a private company? If yes, complete Item 7.6.1.	<input checked="" type="checkbox"/> 18	<input type="checkbox"/>
7.6.1	Has there been any change in your shareholders during the basis period?	<input checked="" type="checkbox"/> 19	<input type="checkbox"/>
7.7	During the basis period, were you involved in any processing arrangement in the Mainland of China? If yes, complete Item 9.2.2.	<input type="checkbox"/> 20	<input checked="" type="checkbox"/>

FOR OFFICIAL USE ONLY
DO NOT WRITE IN THIS SPACE

"✓" the appropriate boxes

PART 8 TRANSACTIONS FOR / WITH NON-RESIDENTS		Yes	No
During the basis period did you:			
8.1	sell any goods or provide any services in Hong Kong on behalf of a non-resident person?	<input type="checkbox"/> 21	<input checked="" type="checkbox"/>
8.2	receive, as agent, on behalf of a non-resident person any other trade or business income arising in or derived from Hong Kong?	<input type="checkbox"/> 22	<input checked="" type="checkbox"/>
8.3	carry on business with a closely connected non-resident person? If yes and the person is a corporation, complete Items 8.3.1 to 8.3.3 to state its place of incorporation:	<input type="checkbox"/> 23	<input checked="" type="checkbox"/>
8.3.1	Bermuda / British Virgin Islands / Cayman Islands / Cook Islands / Guernsey / Jersey	<input type="checkbox"/> 24	
8.3.2	Macao SAR	<input type="checkbox"/> 25	
8.3.3	Others (please specify)	<input type="checkbox"/> 26	

PART 9 TAX DATA (Complete all items. If NIL, enter "0".)		HK\$	
9.1	Offshore profits excluded from the Assessable Profits or Adjusted Loss stated in Part 1	<input type="text" value="0"/>	27
9.2	Offshore profits from business (already included in Item 9.1) attributable to:		
9.2.1	the use of the Internet to accept orders, sell goods, provide services or accept payment	<input type="text" value="0"/>	28
9.2.2	contract processing or import processing arrangement in the Mainland of China	<input type="text" value="0"/>	29
9.3	Profits from sale of landed properties in Hong Kong excluded from the Assessable Profits or Adjusted Loss stated in Part 1	<input type="text" value="0"/>	30
9.4	Profits from sale of capital assets (other than landed properties in Hong Kong) excluded from the Assessable Profits or Adjusted Loss stated in Part 1	<input type="text" value="0"/>	31
9.5	Net interest income exempted from payment of Profits Tax	<input type="text" value="1"/>	32
9.6	Deduction claimed for approved charitable donations	<input type="text" value="0"/>	33
9.7	Deduction claimed for expenditure on research and development	<input type="text" value="0"/>	34
9.8	Deduction claimed for expenditure on building refurbishment	<input type="text" value="0"/>	35
9.9	Deduction claimed for expenditure on computer hardware and software	<input type="text" value="0"/>	36
9.10	Deduction claimed for expenditure on prescribed manufacturing machinery or plant	<input type="text" value="0"/>	37
9.11	Deduction claimed for expenditure on environmental protection machinery	<input type="text" value="0"/>	38
9.12	Deduction claimed for expenditure on environmental protection installation	<input type="text" value="0"/>	39
9.13	Deduction claimed for expenditure on environment-friendly vehicles	<input type="text" value="0"/>	40
9.14	Deduction claimed for expenditure on patent rights or rights to know-how	<input type="text" value="0"/>	41
9.15	Deduction claimed for specified expenditure on copyrights, registered designs or registered trade marks	<input type="text" value="0"/>	42
9.16	Tax relief claimed pursuant to an arrangement stated in Item 3.5:		
9.16.1	foreign tax paid claimed as a tax credit	<input type="text" value="0"/>	43
9.16.2	income or profits excluded from the Assessable Profits or Adjusted Loss stated in Part 1	<input type="text" value="0"/>	44
9.17	Hire charges paid or accrued to non-resident persons for the use of or right to use movable property in Hong Kong	<input type="text" value="0"/>	45
9.18	Fees paid or accrued to non-resident persons in respect of professional services rendered in Hong Kong	<input type="text" value="0"/>	46
9.19	Fees paid or accrued to closely connected non-resident persons (including those already reported in Item 9.18)	<input type="text" value="0"/>	47

PART 10 DEPRECIATION ALLOWANCES CLAIMED (Complete all items. If NIL, enter "0".)											
Industrial Building					Machinery or Plant						
HK\$					HK\$						
10.1	Initial Allowance			0	48	10.8	Initial Allowance			0	55
10.2	Annual Allowance			0	49	10.9	Annual Allowance			0	56
10.3	Balancing Allowance			0	50	10.10	Balancing Allowance			0	57
10.4	Balancing Charge			0	51	10.11	Balancing Charge			0	58
Commercial Building											
HK\$											
10.5	Annual Allowance			0	52						
10.6	Balancing Allowance			0	53						
10.7	Balancing Charge			0	54						

PART 11 FINANCIAL DATA (Complete all items. If NIL, enter "0".)											
HK\$					HK\$						
11.1	Turnover			0	59	11.12	Commission payments			0	70
11.2	Opening inventories			0	60	11.13	Royalty payments			0	71
11.3	Purchases			0	61	11.14	Management and consultancy fee payments			0	72
11.4	Closing inventories			0	62	11.15	Contractor and subcontractor charges			0	73
11.5	Gross profit			0	63	11.16	Bad debts			0	74
11.6	Gross loss			0	64	11.17	Net profit per account			0	75
11.7	Dividend income			0	65	11.18	Net loss per account			5 0 5 9 6	76
11.8	Interest income			1	66	11.19	Accounts receivable (trade)			0	77
11.9	Interest expense			0	67	11.20	Accounts payable (trade)			0	78
11.10	Employee and director remuneration			0	68	11.21	Issued share capital			1 0 0 0 0	79
11.11	Share-based payments			0	69						

PART 12 DECLARATION

I, LEE I-Ming (full name), being ~~SECRETARY/MANAGER/DIRECTOR/LIQUIDATOR~~ (Delete whichever is inapplicable) of CROWN BRAND CORPORATION LIMITED (State full name of the Corporation)

declare that:-

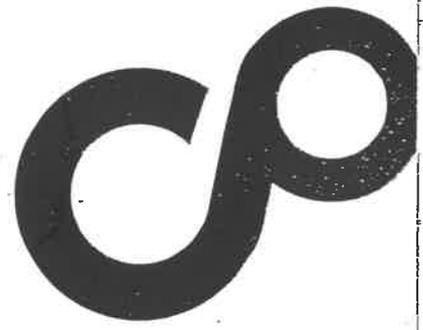
- the whole of the Assessable Profits (or Adjusted Loss) of the Corporation arising during the basis period for the year of assessment as stated in the notice on Page 1 have been disclosed;
- the Supporting Documents referred to in the notice on Page 1 have been prepared;
- this form has been completed in accordance with the Supporting Documents; and
- to the best of my knowledge and belief all the particulars contained in this form and the Supporting Documents are true, correct and complete.

Date 18 DEC 2014 Signature 

(Heavy penalties may be incurred for failing to keep sufficient business records, making an incorrect return or committing other offences — See Sections D and E of the Notes.)

Conpak 康栢

CONPAK MANAGEMENT CONSULTANTS LIMITED | 康栢管理顧問有限公司



Date: 27 JAN 2015

Your Ref.: 23/60552411

Your Ref.: CP/C10434/HDWYS

The Commissioner of Inland Revenue
Inland Revenue Department
Revenue Tower
Gloucester Road
Wanchai
HONG KONG



Dear Sir,

Crown Brand Corporation Limited
Profits tax - Years of assessment 2013/14 (F) and 2014/15 (P)

On behalf of our captioned client, we enclose the following documents for your attention: -

- Profits tax return (BIR 51) for the said years of assessment;
- Profits tax computation for the years of assessment with supporting schedules;
- Audited financial statements for the period from 1 November 2012 (Date of incorporation) to 31 March 2014; and
- A copy of Company's Memorandum and Articles of Association.

We look forward to receiving your reply in due course. Should there be any further question, please do not hesitate to contact us and we are pleased to supply any further information upon your request.

Yours faithfully,

For and on behalf of
Conpak Management Consultants Limited

For and on behalf of
CONPAK MANAGEMENT CONSULTANTS LIMITED
康栢管理顧問有限公司

Authorized Signature(s)

Encl.
c. Client

32

Company No. : 1819358

CROWN BRAND CORPORATION LIMITED
致御有限公司

WRITTEN RESOLUTION OF THE SOLE SHAREHOLDER OF THE COMPANY
made pursuant to Article 27 of the Articles of Association of the abovenamed Company:-

APPOINTMENT OF FIRST AUDITOR

IT IS RESOLVED THAT Conpak CPA Limited be appointed as an auditor of the Company to hold office until the conclusion of the next annual general meeting of the Company and that its remuneration to be fixed by the board of director of the Company.

Date: 8 December 2014



LEE I-Ming

CERTIFIED TRUE COPY
We hereby certify that the foregoing document is
a true and complete photostatic copy of the
original (or a properly certified copy of the
original).
Dated: 24 MAY 2019

For and on behalf of
CONPAK MANAGEMENT CONSULTANTS LIMITED
康佰管理顧問有限公司

.....
Authorized Signature(s)

Company Secretary

8

Company No. : 1819358

CROWN BRAND CORPORATION LIMITED
致御有限公司

WRITTEN RESOLUTIONS OF THE SOLE DIRECTOR OF THE COMPANY made pursuant to Article 8(b) of the Articles of Association of the abovenamed Company:

OPENING OF BANK ACCOUNT

IT IS RESOLVED THAT Business Direct Account in the name of the Company be opened with The Hang Seng Bank Limited (the "Bank") and that the said account be operated by Mr. LEE I-Ming signing singly.

IT IS FURTHER RESOLVED THAT the opening documentation provided by the Bank be approved and that the standard resolutions contained therein (if any) be adopted and form part of these resolutions.

Dated - 7 JAN 2013

CERTIFIED TRUE COPY
We hereby certify that the foregoing document is a true and complete photostatic copy of the original (or a properly certified copy of the original).
Dated: 24 MAY 2019



LEE I-Ming

For and on behalf of
COMPAN MANAGEMENT CONSULTANTS LIMITED
康格管理顧問有限公司

.....
Authorized Signature(s)

Company Secretary



Search

CROWN BRAND CORPORATION LIMITED

Registration No.: 1819358

CROWN BRAND CORPORATION LIMITED is a live company incorporated on 1 November 2012 (Thursday) in Hong Kong as a private company limited by shares entity. This *private company limited by shares* has been operating for 5 years 312 days.

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[OPEN](#)[Companies](#) / CROWN BRAND CORPORATION LIMITED

Company Registration No.	1819358
Company Name	CROWN BRAND CORPORATION LIMITED
Also Known As	致御有限公司
Previously Known As	CROWN BRAND CORPORATION LIMITED 致御有限公司
Company Type	Private Company Limited By Shares
Date of Incorporation	1 November 2012 (Thursday)
Status	Live
Remarks	-
Register of Charges	Unavailable

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[EXPLORE](#)

YOUWELL LIMITED

Live Private Company Limited By Shares

Formerly known as: YOUWELL LIMITED 鉉威有限公司

DRAGON POWER LIMITED

Live Private Company Limited By Shares

Formerly known as: DRAGON POWER LIMITED 龍勇有限公司

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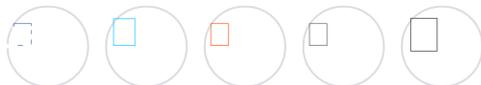
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MAY 21, 2014 4:28AM PT

Main Street in Mainland China Pickup Pact

U.S. and Hong Kong partners will also co-produce mainstream features.

By **PATRICK FRATEL**





California-based Main Street Films has pacted with Hong Kong investment fund Crown Brand Corporation to acquire films for distribution in Greater China.

The two will also co-produce family-oriented and romantic comedy films and television productions for North America and Chinese-speaking regions.

The deal was announced in Cannes by Main Street Films chairman Craig Chang and president Harrison Kordestani.

Main Street has already begun acquiring all rights to some 15 films. Recent acquisitions include Mike Newell's "Great Expectations," and a quartet of recent Taiwanese titles including mystery "For Love is Sin," "The Spin Kid," 3D concert feature film "Mayday 3DNA," and romantic comedy "The Soul of Bread."

The first film to be distributed under the deal will be announced this summer.

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Crown Brand Corporation, founded in 2013, describes itself as “a privately held, diversified financial services firm.”

Main Street is a production, acquisition, and distribution outfit that since its 2007 inception has been involved with pictures including “LA Bare”; spy thriller “West”; college comedy “Bank\$tas” and upcoming action comedy “Barely Lethal,” starring Hailee Steinfeld, Jessica Alba, Sophie Turner, and Samuel L. Jackson.

“Spin Kid” is a 2011 detective thriller written and directed by Joe Lee. A redemption tale, “Sin,” also made in 2011, is directed by Huang Chao-Liang and stars Lin Mei-Hsiu and Akio Chen. Michelle Chen-starring “Bread” (2012) is a tale of small town bliss that is disturbed by the arrival of a celebrity chef (pictured).

LEAVE A REPLY

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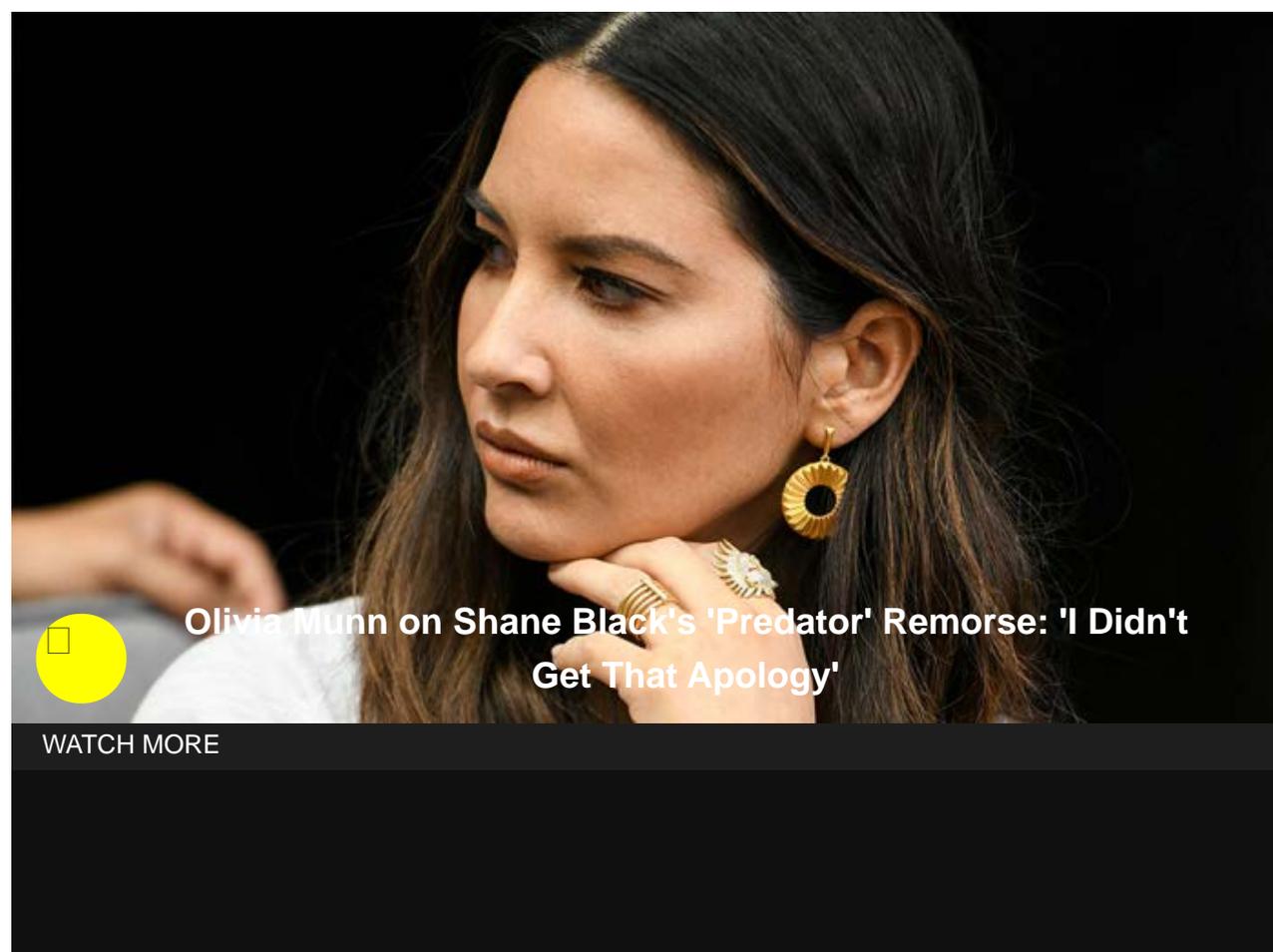
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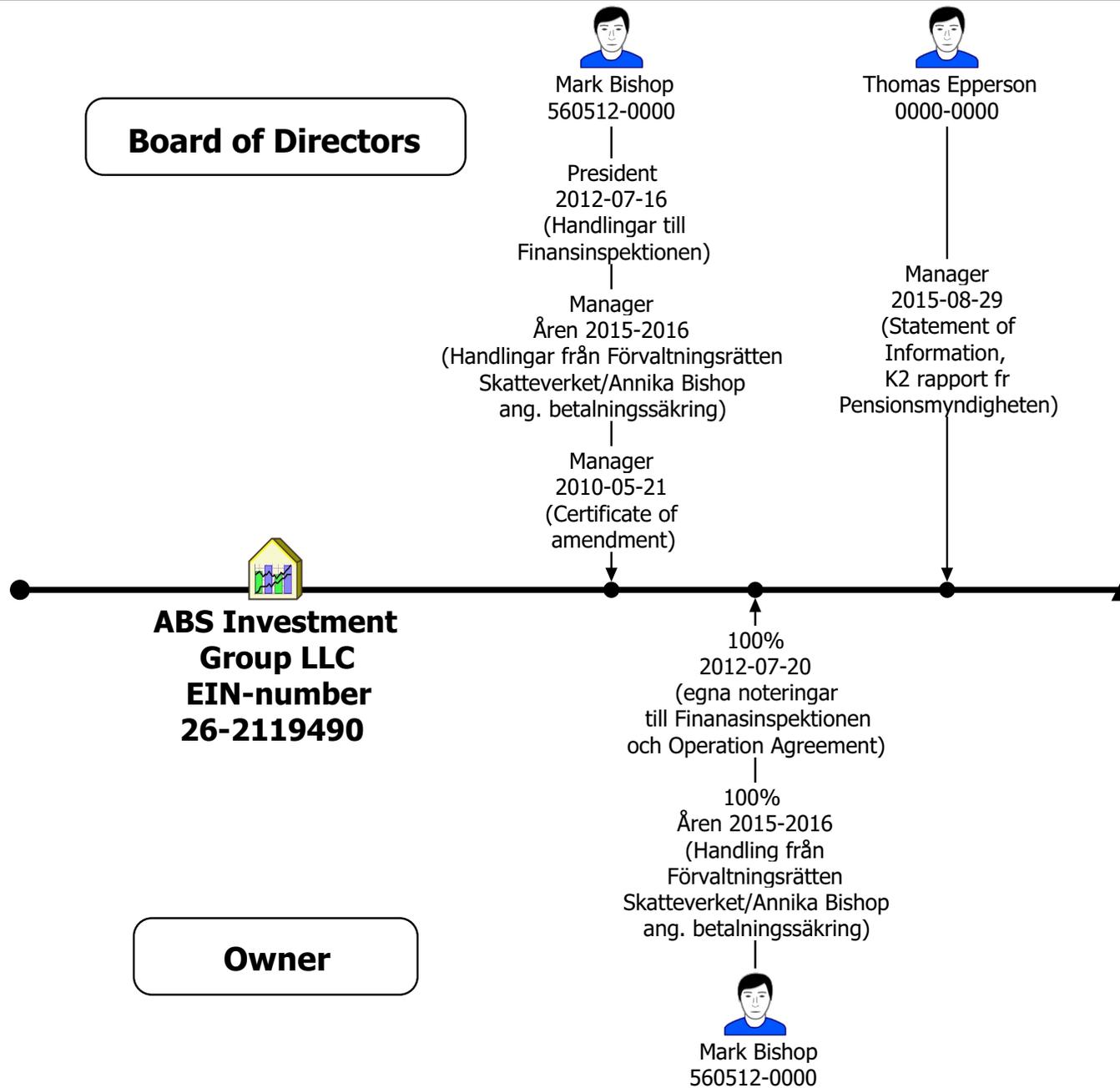
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State of California
Bill Jones
Secretary of State

**LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION**

A \$70.00 filing fee must accompany this form.
IMPORTANT – Read Instructions before completing this form.

File# **200804710300**

FILED
In the office of the Secretary of State
of the State of California

FEB 13 2008

This Space For Filing Use Only

1. Name of the limited liability company (end the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")
ABS INVESTMENT GROUP, LLC

2. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the Beverly-Killea limited liability company act.

3. Name the agent for service of process and check the appropriate provision below:

Mark Bishop

which is

an individual residing in California. Proceed to item 4.

a corporation which has filed a certificate pursuant to section 1505. Proceed to item 5.

4. If an individual, California address of the agent for service of process:

Address: **707 Broadway, 18th Floor**

City: **San Diego**

State: **CA**

Zip Code: **92101**

5. The limited liability company will be managed by: (check one)

one manager

more than one manager

limited liability company members

6. Other matters to be included in this certificate may be set forth on separate attached pages and are made a part of this certificate. Other matters may include the latest date on which the limited liability company is to dissolve.

7. Number of pages attached, if any:

Type of business of the limited liability company.

To purchase, sell and manage assets

DECLARATION: It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

Signature of Organizer

February 12, 2008

Date

Mark Bishop

Type or Print Name of Organizer

**OPERATING AGREEMENT
OF ABS INVESTMENT GROUP, LLC**

This OPERATING AGREEMENT ("Agreement") is made this 28th day of March, 2008, by MARK BISHOP (referred to as a "Member") and is based on the following facts:

RECITALS

A. The Articles of Organization of ABS INVESTMENT GROUP, LLC were filed in the Office of the Secretary of State of the State of California on February 13, 2008. A copy is attached hereto marked Exhibit "A" and by this reference made a part hereof.

B. By entering into the Operating Agreement, the Member(s) intend to, and do, form a limited liability company pursuant to (and under) the Beverly-Killea Limited Liability Company Act.

C. Pursuant to Paragraph 11.11 of the Operating Agreement, it may be amended only by a writing signed by all of its Member(s) unless the right to amend is otherwise expressly set forth in this Agreement.

D. The purpose of this Agreement is to provide for the governance of the Company and the conduct of its business and to set forth the relative rights and obligations of the Managers and the Member(s), all as hereinafter set forth.

NOW THEREFORE, the Member(s) hereby agree as follows:

**ARTICLE I.
DEFINITIONS**

The following capitalized terms used in this Agreement have the meanings specified in this Article or elsewhere in this Agreement and when not so defined shall have the meanings set forth in *California Corporations Code ' 17001, et seq.*

1.1 "Act" means the Beverly-Killea Limited Liability Company Act (*California Corporations Code " 17000-17705*), including amendments from time to time.

1.2 "Agreement" means this Operating Agreement, as originally executed and as amended from time to time.

1.3 "Articles of Organization" is defined in *California Corporations Code ' 17001(b)*.

1.4 "Assignee" means a person who has acquired a Member's Economic Interest in the Company, by way of a Transfer in accordance with the terms of this Agreement, but who has not become a Member.

1.5 **"Assigning Member"** means a Member who by means of a Transfer has transferred an Economic Interest in the Company to an Assignee.

1.6 **"Capital Account"** means, as to any Member, a separate account maintained and adjusted in accordance with Article III, Section 3.5.

1.7 **"Capital Contribution"** means, with respect to any Member, the amount of the money and the Fair Market Value of any property (other than money) contributed to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take "subject to" under *IRC section 752*) in consideration of a Percentage Interest held by such Member. A Capital Contribution shall not be deemed a loan.

1.8 **"Capital Event"** means a sale or disposition of any of the Company's capital assets, the receipt of insurance and other proceeds derived from the involuntary conversion of Company property, the receipt of proceeds from a refinancing of Company property, or a similar event with respect to Company property or assets.

1.9 **"Carrying Value"** means (a) With respect to a property contributed to the Company by a Member, the agreed value of such property reduced (but not below zero) by all depreciation, cost recovery and amortization deductions with respect to such property as taken into account in determining Profit or Loss, and (b) with respect to any other property, the adjusted basis of such property for federal income tax purposes as of the time of determination. The Carrying Value of any property shall be adjusted from time to time in accordance with sections 4.2 and 4.3 and to reflect changes, additions or other adjustments to the Carrying Value for dispositions, acquisitions or improvements of Company properties, as deemed appropriate by the Manager.

1.10 **"Cash Available for Distribution"** for any reporting period of the Company shall mean (a) the funds which the Company shall receive from operations and any other source (other than from borrowings, refinancing or equity contributions) for any such period in excess of (b) the total of all cash expenses, reserves and all amounts paid or accrued by or on behalf of the Company in such period on account of the amortization of any debts or liabilities of the Company.

1.11 **"Cash from Financing"** shall mean the proceeds of any loan made directly to the Company after the payment therefrom of all loan expenses and other debts of the Company (other than debts owing to the Manager or Member(s)) which are paid off in conjunction with obtaining such loan.

1.12 **"Code" or "IRC"** means the Internal Revenue Code of 1986, as amended, and any successor provision.

1.13 **"Company"** means the company named in Article II, Section 2.2.

1.14 **"Economic Interest"** means a Person's right to share in the income, gains, losses, deductions, credit or similar items of, and to receive distributions from, the Company, but does not include any other rights of a Member, including the right to vote or

to participate in management.

1.15 **"Encumber"** means the act of creating or purporting to create an Encumbrance, whether or not perfected under applicable law.

1.16 **"Encumbrance"** means, with respect to any Membership Interest, or any element thereof, a mortgage, pledge, security interest, lien, proxy coupled with an interest (other than as contemplated in this Agreement), option, or preferential right to purchase.

1.17 **"Gross Asset Value"** means, with respect to any item of property of the Company, the item's adjusted basis for federal income tax purposes, except as follows:

(a) The Gross Asset Value of any item of property contributed by a Member to the Company shall be the fair market value of such property, as mutually agreed by the contributing Member and the Company; and

(b) The Gross Asset Value of any item of Company property distributed to any Member shall be the fair market value of such item of property on the date of distribution.

1.18 **"Initial Member"** or **"Initial Member(s)"** means those Person(s) whose names are set forth in the first sentence of this Agreement. A reference to an "Initial Member" means any one of the Initial Member(s), or MARK BISHOP.

1.19 **"Involuntary Transfer"** means, with respect to any Membership Interest, or any element thereof, any Transfer or Encumbrance, whether by operation of law, pursuant to court order, foreclosure of a security interest, execution of a judgment or other legal process, or otherwise, including a purported transfer to or from a trustee in bankruptcy, receiver, or assignee for the benefit of creditors.

1.20 **"Losses."** See **"Profits and Losses."**

1.21 **"Majority of Member(s)"** means a Member or Member(s) whose Percentage Interests represent more than 50 percent of the Percentage Interests of all the Member(s).

1.22 **"Meeting"** is defined in Article V, Section 5.2.

1.23 **"Member(s)"** means the Initial Member(s) or Persons who otherwise acquire Membership Interests, as permitted under this Agreement, and who remain Member(s). "Member" shall mean anyone of them.

1.24 **"Notice"** means a written notice required or permitted under this Agreement. A notice shall be deemed given or sent when deposited, as certified mail or for overnight delivery, postage and fees prepaid, in the United States mails; when delivered to Federal Express, Overnight Express, United Parcel Service, DHL WorldWide Express, or Airborne

Express, for overnight delivery, charges prepaid or charged to the sender's account; when personally delivered to the recipient; when transmitted by electronic means, and such transmission is electronically confirmed as having been successfully transmitted; or when delivered to the home or office of a recipient in the care of a person whom the sender has reason to believe will promptly communicate the notice to the recipient.

1.25 **"Percentage Interest"** means the Percentage Interest assigned to the Member(s) (individually or as a class) as more particularly set forth in Paragraph 3.1 below. The Percentage Interest defines each Member's rights and obligations in regard to Capital Contributions, Profits and Losses, cash distributions and voting rights.

1.26 **"Person"** means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

1.27 **"Profits and Losses"** means, for each fiscal year or other period specified in this Agreement, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with *IRC section 703(a)*.

1.28 **"Property"** means whatever right, if any, the Company has in (directly or indirectly) in asset-backed securities in which it may derive an interest by causing them to be purchased by other entities and ancillary rights associated therewith which are owned by the Company.

1.29 **"Proxy"** has the meaning set forth in the first paragraph of *California Corporations Code ' 17001(ai)*. A Proxy may not be transmitted orally.

1.30 **"Regulations"** ("Reg") means the income tax regulations promulgated by the United States Department of the Treasury and published in the Federal Register for the purpose of interpreting and applying the provisions of the Code, as such Regulations may be amended from time to time, including corresponding provisions of applicable successor regulations.

1.31 **"Substituted Member"** is defined in Article VIII, Section 8.8.

1.32 **"Successor in Interest"** means an Assignee, a successor of a Person by merger or otherwise by operation of law, or a transferee of all or substantially all of the business or assets of a Person.

1.33 **"Transfer"** means, with respect to a Membership Interest, or any element of a Membership Interest, any sale, assignment, gift, Involuntary Transfer, or other disposition of a Membership Interest or any element of such a Membership Interest, directly or indirectly, other than an Encumbrance that is expressly permitted under this Agreement.

1.34 **"Triggering Event"** is defined in Article VIII, Section 8.2.

1.35 "Vote" means a written consent or approval, a ballot cast at a Meeting, or a voice vote.

1.36 "Voting Interest" means, with respect to a Member, the right to Vote or participate in management and any right to information concerning the business and affairs of the Company provided under the Act, except as limited by the provisions of this Agreement. A Member's Voting Interest shall be directly proportional to the Member's Percentage Interest.

ARTICLE II ARTICLES OF ORGANIZATION; PURPOSE OF COMPANY

2.1 Prior to the execution of this Agreement, the Member(s) have caused the Articles of Organization in the form attached to this Agreement as Exhibit "A" to be filed with the California Secretary of State.

2.2 The name of the Company is **ABS INVESTMENT GROUP, LLC**.

2.3 The principal executive office of the Company shall be at 707 Broadway, 18th Floor, San Diego 92101, or such other place or places as may be determined by the Member(s) from time to time.

2.4 The initial agent for service of process on the Company shall be MARK BISHOP. A Majority of Member(s) may from time to time change the Company's agent for service of process.

2.5 The sole purpose of the Company is to (i) investigate and identify asset-backed securities which are then issued and performing; (ii) negotiate for the purchase of such securities on behalf of each entity into which the securities are placed (by purchase); (iii) assist in managing such purchases; (iv) monitor the performance of such securities; (v) direct how the income from such securities will be distributed; and (vi) determine when (if at all) any of such securities should be sold. The Company also shall have such ancillary purposes as are necessary or helpful in performing the Company's sole purpose identified above. The Company shall not engage in any other business without the amendment of this Paragraph 2.5 by the unanimous consent of the Member(s).

2.6 The term of existence of the Company commenced on the effective date of filing of Articles of Organization with the California Secretary of State, i.e., February 13, 2008, and has continued, and shall continue, until October 31, 2034, unless sooner terminated by the provisions of this Agreement or as provided by law.

2.7 MARK BISHOP shall be the sole Manager of the Company.

**ARTICLE III.
CAPITALIZATION**

3.1 The authorized capital of the Company is Five Thousand Dollars (\$5,000.00). Upon the organization of the Company, the following cash contributions are to be made by the Member(s) in exchange for their respective Percentage Interests:

<u>Member</u>	<u>Member's Percentage Interest</u>	<u>Cash Contribution</u>
Mark Bishop	100%	\$1,000.00

Total Contribution: \$1,000.00

3.2 New Equity. If at any time in the future the Company shall be in need of additional capital, the Company is authorized to seek and obtain the same. Such additional capital will be allocable either to the present Member(s) (to the extent that such Member(s) makes an additional contribution) and to other classes of Member(s), if any, with their rights defined and agreed upon as such cash is obtained. The decision to seek additional equity will require the approval of the Manager owning more than fifty percent (50%) of the Class "A" Percentage Interests.

3.3 Capital Account. An individual Capital Account shall be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of Profits, (2) decreased by that Member's share of Losses and Company expenses (to the extent not included in the calculation of Profits and Losses), and (3) adjusted as required in accordance with applicable provisions of the Code and Regulations.

3.4 A Member shall not be entitled to withdraw any part of the Member's Capital Contribution or to receive any distributions, whether of money or property, from the Company except as provided in this Agreement.

3.5 No interest shall be paid on funds or property contributed to the capital of the Company or on the balance of a Member's Capital Account.

3.6 A Member shall not be bound by, or be personally liable for, the expenses, liabilities or obligations of the Company except as otherwise provided in the Act or in this Agreement.

3.7 No Member shall have priority over any other Member, with respect to the return of a Capital Contribution, or distributions or allocations of income, gain, losses, deductions, credits, or items thereof.

ARTICLE IV.
ALLOCATIONS AND DISTRIBUTIONS

4.1 The Profits and Losses of the Company and all items of Company income, gain, loss, deduction or credit shall be allocated, for Company book purposes and for tax purposes, to a Member in accordance with the Member's Percentage Interest.

4.2 If any Member unexpectedly receives any adjustment, allocation, or distribution described in Reg sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Company gross income and gain shall be specially allocated to that Member in an amount and manner sufficient to eliminate any deficit balance in the Member's Capital Account created by such adjustment, allocation, or distribution as quickly as possible. Any special allocation under this Section 4.2 shall be taken into account in computing subsequent allocations of Profits and Losses so that the net amount of allocations of income and loss and all other items shall, to the extent possible, be equal to the net amount that would have been allocated if the unexpected adjustment, allocation, or distribution had not occurred. The provisions of this Section 4.2 and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Reg sections 1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such Regulations.

4.3 Any unrealized appreciation or unrealized depreciation in the values of Company property distributed in kind to all the Member(s) shall be deemed to be Profits and Losses realized by the Company immediately prior to the distribution of the property, and such Profits or Losses shall be allocated to the Member(s)' Capital Accounts in the same proportions as Profits are allocated under Section 4.1. Any property so distributed shall be treated as a distribution to the Member(s) to the extent of the Fair Market Value of the property less the amount of any liability secured by and related to the property. Nothing contained in this Agreement is intended to treat or cause such distributions to be treated as sales for value. For the purposes of this Section 4.3, "unrealized appreciation" or "unrealized depreciation" shall mean the difference between the Fair Market Value of such property and the Company's basis for such property.

4.4 In the case of a Transfer of an Economic Interest during any fiscal year, the Assigning Member and Assignee each shall be allocated of Profits or Losses based on the number of days each held the Economic Interest during that fiscal year.

4.5 All cash resulting from the normal business operations of the Company and from a Capital Event shall be distributed among the Member(s) in proportion to their Percentage Interests at such times as the Member(s) may agree. Cash obtained from normal business operations of the Company which constitutes Cash Available for Distribution shall be distributed by the Company at such time as the Manager determines that such Cash Available for Distribution is available. The Manager will use its best efforts to assure that there are distributions made during each calendar year of the Company's

term of not less than forty percent (40%) of the Profits of the company for such year so that the Member(s) will have cash distributed to them to pay income taxes on their respective shares of the Company's Profits for such year.

4.6 If the proceeds from a sale or other disposition of an item of Company consists of property other than cash, the value of such property shall be as determined by the Member(s). Such non-cash proceeds shall then be allocated among to the Member(s) in proportion to their Percentage Interests. If such non-cash proceeds are subsequently reduced to cash, such cash shall be distributed to each Member in accordance with Section 4.5.

4.7 Notwithstanding any other provisions of this Agreement to the contrary, when there is a distribution in liquidation of the Company, or when any Member's interest is liquidated, all items of income and loss first shall be allocated to the Member(s)' Capital Accounts under this Article IV, and other credits and deductions to the Member(s)' Capital Accounts shall be made before the final distribution is made. The final distribution to the Member(s) shall be made to the Member(s) to the extent of and in proportion to their positive Capital Account balances.

ARTICLE V. MANAGEMENT

5.1 The business of the Company shall be managed by its Manager. Unless otherwise provided in this Agreement, all decisions concerning the management of the Company's business shall be made by the vote or written consent of the Manager. The Manager is: Mark Bishop.

5.2 The Manager is not required to hold meetings. To the extent that the Company shall have Co-Managers, then this Section 5.2 shall apply, and decisions may be reached through one or more informal consultations followed by agreement among the Managers, provided that all Managers are consulted (although all Managers need not be present during a particular consultation), or by a written consent signed by all of them. In the event that Member(s) wish to hold a formal meeting (a "Meeting") for any reason, the following procedures shall apply:

(1) Any one of the Managers may call a meeting of Managers by giving Notice of the time and place of the meeting at least 48 hours prior to the time of the holding of the meeting. The Notice need not specify the purpose of the Meeting or the location if the Meeting is to be held at the principal executive office of the Company or if it is held telephonically.

(2) Two of the Managers shall constitute a quorum for the transaction of business at any Meeting of the Managers.

(3) The transactions of the Managers at any meeting, however called or

noticed, or wherever held, shall be as valid as though transacted at a Meeting duly held after call and notice if a quorum is present and if, either before or after the Meeting, each Manager not present signs a written waiver of Notice, a consent to the holding of the Meeting, or an approval of the minutes of the Meeting.

(4) Any action required or permitted to be taken by the Managers under this Agreement may be taken without a Meeting if all of the Managers individually or collectively consent in writing to such action.

(5) Managers may participate in the Meeting through the use of a conference telephone or similar communications equipment, provided that all Managers participating in the Meeting can hear one another.

(6) All decisions made by the Managers as hereinabove described shall be based on the following: Mark Bishop is hereby allocated two votes and any other Co-Manager is allocated one vote.

(7) The Managers shall keep or cause to be kept with the books and records of the Company full and accurate minutes of all Meetings, Notices, and waivers of Notices of Meetings, and all written consents in lieu of Meetings.

5.3 Intentionally omitted.

5.4 Notwithstanding the other provisions of this Agreement, the Manager, acting alone, may execute all documents on behalf of the Company. "Documents" shall include, but are not limited to, (i) all documents affecting title to personal property (including, without limitation, directions to escrow accounts, collection accounts and distribution accounts; (ii) directions to purchase and sell certain asset-backed securities; (iii) documents opening and maintaining bank accounts, (iv) endorsements of checks and withdrawal slips on such bank accounts, (v) contracts for the employment of persons for the Company; (v) leases of offices; and (vi) other documents reasonably required in the ordinary course of the Company's business.

5.5 All assets of the Company, whether real or personal, shall be held in the name of the Company.

5.6 All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company at such locations as shall be determined by all of the Manager. Withdrawals from such accounts shall require the signature(s) of such person or persons as the Manger may designate.

ARTICLE VI
ACCOUNTS AND RECORDS

6.1 Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying by the Member or the Member's authorized representatives on reasonable Notice during normal business hours. The costs of such inspection and copying shall be borne by the Member.

6.2 Financial books and records of the Company shall be kept on the method of accounting followed by the Company for federal income tax purposes to the extent allowed by law. A balance sheet and income statement of the Company shall be prepared promptly following the close of each fiscal year in a manner appropriate to and adequate for the Company's business and for carrying out the provisions of this Agreement. The fiscal year of the Company shall be January 1 through December 31.

6.3 At all times during the term of existence of the Company, and beyond that term if a Majority of the Member(s) deem it necessary, the Member(s) shall keep or cause to be kept the books of account referred to in Section 6.2 and the following:

- (a) A current list of the full name and last known business or residence address of each Member, together with the Capital Contribution and the share in Profits and Losses of each Member;
- (b) A copy of the Articles of Organization, as amended;
- (c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years;
- (d) Executed counterparts of this Agreement, as amended;
- (e) Any powers of attorney under which the Articles of Organization or any amendments thereto were executed;
- (f) Financial statements of the Company for the six most recent fiscal years; and
- (g) The Books and Records of the Company as they relate to the Company's internal affairs for the current and past four fiscal years.

If the Member(s) deem that any of the foregoing items shall be kept beyond the term of existence of the Company, the repository of said items shall be as designated by the Member(s).

6.4 Within 90 days after the end of each taxable year of the Company, the Company shall send to each of the Member(s) all information necessary for the Member(s) to complete their federal and state income tax or information returns, and a copy of the Company's federal, state, and local income tax or information returns for such year.

ARTICLE VII. MEMBER(S) AND VOTING

7.1 The Member(s) shall Vote in proportion to the Member's Percentage Interest as of the governing record date, determined in accordance with Section 7.2. Any action that may or that must be taken by the Member(s) shall be by those Member(s) owning more than fifty percent (50%) of the Percentage Interests, except that the following actions shall all require the Vote of the Member(s) owning more than two thirds of the Percentage of Interests:

(a) the transfer of a Membership Interest and the admission of the Assignee as a Member of the Company (except where express authority is otherwise given in this Agreement);

(b) any amendment of the Articles of Organization or this Agreement; or

(c) any compromise of the obligation of a Member to make a Capital Contribution.

7.2 The record date for determining the Member(s) entitled to Notice of any Meeting and to (i) vote, (ii) receive any distribution or (iii) exercise any right in respect of any other lawful action, shall be the date set by a Majority of Member(s), provided that such record date shall not be more than 60, nor less than 10 days prior to the date of the Meeting, nor more than 60 days prior to any other action.

In the absence of any action setting a record date, the record date shall be determined in accordance with *California Corporations Code* '17104(k).

7.3 At all Meetings of Member(s), a Member may Vote in person or by Proxy. Such proxy shall be filed by any Member before or at the time of the Meeting, and may be filed by facsimile transmission to a Manager at the principal executive office of the Company or such other address as may be given by the Manager to the Member(s) for such purposes.

ARTICLE VIII. TRANSFERS OF MEMBERSHIP INTERESTS

8.1 Except as expressly provided in this Agreement, a Member shall not Transfer any part of the Member's Membership Interest in the Company, whether now owned or hereafter acquired, unless (1) the other Member(s) owning at last two-thirds of the Percentage Interests (excluding the Percentage Interest allocable to the withdrawing

Member(s)) approve the transferee's admission to the Company as a Member upon such Transfer and (2) the Membership Interest to be transferred, when added to the total of all other Membership Interests transferred in the preceding 12 months, will not cause the termination of the Company under the Code. No Member may Encumber or permit or suffer any Encumbrance of all or any part of the Member's Membership Interest in the Company unless such Encumbrance has been approved in writing by one hundred percent (100%) of the Manager. Any Transfer or Encumbrance of a Membership Interest without such approval shall be void. Notwithstanding any other provision of this Agreement to the contrary, a Member who is a natural person may transfer all or any portion of his or her Membership Interest to any revocable trust created for the benefit of the Member, or any combination between or among the Member, the Member's spouse and the Member's issue; provided that the Member retains a beneficial interest in the trust and all of the Voting Interest included in such Membership Interest. A transfer of a Member's entire beneficial interest in such trust or failure to retain such Voting Interest shall be deemed a Transfer of a Membership Interest.

8.2 On the happening of any of the following events ("Triggering Events") with respect to a Member, the Company and the other Member(s), if any, shall have the option to purchase all or any portion of the Membership Interest in the Company of such Member (Selling Member) at the price and on the terms provided in Section 8.7 of this Agreement:

- (a) the death or incapacity of a Member;
- (b) the bankruptcy of a Member; or
- (c) except for the events stated in Section 8.3, the occurrence of any other event that is, or that would cause, a Transfer in contravention of this Agreement.

Each Member agrees to give prompt Notice of a Triggering Event to all other Member(s).

8.3 Notwithstanding any other provisions of this Agreement:

- (a) If, in connection with the divorce or dissolution of the marriage of a Member, any court issues a decree or order that transfers, confirms or awards a Membership Interest, or any portion thereof, to that Member's spouse (an Award), then, notwithstanding that such transfer would constitute an unpermitted Transfer under this Agreement, that Member shall have the right to purchase from his or her former spouse the Membership Interest, or portion thereof, that was so transferred, and such former spouse shall sell the Membership Interest or portion thereof to that Member at the price set forth in Section 8.7 of this Agreement. If the Member has failed to consummate the purchase within 90 days after the Award (the Expiration Date), the Company shall have the option to purchase from the former spouse the Membership Interest or portion thereof pursuant to Section 8.5 of this Agreement; provided that the option period shall commence on the later of (1) the day following

the Expiration Date, or (2) the date of actual notice of the Award.

(b) If, by reason of the death of a spouse of a Member, any portion of a Membership Interest is transferred to a Transferee other than (1) that Member or (2) a trust created for the benefit of that Member (or for the benefit of that Member and any combination between or among the Member and the Member's issue) in which the Member is the sole Trustee and the Member, as Trustee or individually, possesses all of the Voting Interest included in that Membership Interest, then the Member shall have the right to purchase the Membership Interest or portion thereof from the estate or other successor of his or her deceased spouse or Transferee of such deceased spouse, and the estate, successor, or Transferee shall sell the Membership Interest or portion thereof at the price set forth in Section 8.7 of this Agreement. If the Member has failed to consummate the purchase within 90 days after the date of death (the Expiration Date), the Company shall have the option to purchase from the estate or other successor of the deceased spouse the Membership Interest or portion thereof pursuant to Section 8.5 of this Agreement; provided that the option period shall commence on the later of (1) the day following the Expiration Date, or (2) the date of actual notice of the death.

8.4 On the receipt of Notice by the other Member(s) as contemplated by Section 8.1, and on receipt of actual notice of any Triggering Event (the date of such receipt is hereinafter referred to as the "Option Date"), the remaining Manager shall promptly give notice of the occurrence of such a Triggering Event to each Manager, and the Company shall have the option, for a period ending 30 calendar days following the determination of the purchase price as provided in Section 8.6, to purchase the Membership Interest in the Company to which the option relates, at the price and on the terms provided in Section 8.6. The transferee of the Membership Interest in the Company that is not purchased shall hold such Membership Interest in the Company subject to all of the provisions of this Agreement.

8.5 No Member shall participate in any Vote or decision in any matter pertaining to the disposition of that Member's Membership Interest in the Company under this Agreement.

8.6 The purchase price of the Membership Interest that is the subject of an option under this Agreement shall be the Fair Market Value of such Membership Interest as determined under this Section 8.6. Each of the selling and purchasing parties shall use his, her, or its best efforts to mutually agree on the Fair Market Value. If the parties are unable to so agree within 30 days of the date on which the option is first exercisable (the Option Date), the selling party shall appoint, within 40 days of the Option Date, one appraiser, and the purchasing party shall appoint within 40 days of the Option Date, one appraiser. The two appraisers shall within a period of five additional business days, agree on and appoint an additional appraiser. The three appraisers shall, within 60 days after the appointment of the third appraiser, determine the Fair Market Value of the Membership Interest in writing and submit their report to all the parties. The Fair Market Value shall be determined by

disregarding the appraiser's valuation that diverges the greatest from each of the other two appraisers' valuations, and the arithmetic mean of the remaining two appraisers' valuations shall be the Fair Market Value. Each purchasing party shall pay for the services of the appraiser selected by it, plus one-half of the fee charged by the third appraiser. The option purchase price as so determined shall be payable in cash.

8.7 Except as expressly permitted under Section 8.1, a prospective transferee (other than an existing Member) of a Membership Interest may be admitted as a Member with respect to such Membership Interest (Substituted Member) only (1) on the unanimous Vote of the (remaining) Manager in favor of the prospective transferee's admission as a Member, and (2) on such prospective transferee's executing a counterpart of this Agreement as a party hereto. Any prospective transferee of a Membership Interest shall be deemed an Assignee, and, therefore, the owner of only an Economic Interest until such prospective transferee has been admitted as a Substituted Member.

8.8 Any person admitted to the Company as a Substituted Member shall be subject to all provisions of this Agreement.

8.9 The original issuance of Membership Interests in the Company to the original Member(s) has not been qualified or registered under the Securities Act of 1933, as amended, in reliance upon exemptions from the registration provisions of those laws. No attempt has been made to qualify the offering and issuance of Membership Interests to Member(s) under the *California Corporate Securities Law of 1968*, as amended, also in reliance upon an exemption from the requirement that a permit for issuance of securities be procured. Notwithstanding any other provision of this Agreement, Membership Interests may not be Transferred or Encumbered unless registered or qualified under applicable state and federal securities law or unless, in the opinion of legal counsel satisfactory to the Company, such qualification or registration is not required. The Member who desires to transfer a Membership Interest shall be responsible for all legal fees incurred in connection with said opinion.

ARTICLE IX. DISSOLUTION AND WINDING UP

9.1 The Company shall be dissolved only on the first to occur of the following events:

(a) The death, incapacity, or withdrawal of a Manager; or the bankruptcy or dissolution of a Manager; provided, however, that the remaining Manager may, by their unanimous approval within 90 days after the happening of that event, elect to continue the Company, in which case the Company shall not be dissolved. If the remaining Manager fail to so elect, the (remaining) Manager shall dissolve and wind up the Company.

(b) The expiration of the term of existence of the Company.

(c) The written agreement of those Member(s) owning more than fifty percent (50%) of the Percentage Interests to dissolve the Company.

(d) The sale or other disposition of substantially all of the Company assets. (The election to sell all or substantially all of the Property can be made only by the Manager but also will require the vote or written consent of those Member(s) owning more than fifty percent (50%) of the Percentage Interests in the partnership.)

(e) Entry of a decree of judicial dissolution pursuant to *California Corporations Code* ' 27351.

9.2 On the dissolution of the Company, the Company shall engage in no further business other than that necessary to wind up the business and affairs of the Company. The Manager and Member(s) who have not wrongfully dissolved the Company shall wind up the affairs of the Company. The Persons winding up the affairs of the Company shall give written Notice of the commencement of winding up by mail to all known creditors and claimants against the Company whose addresses appear in the records of the Company. After paying or adequately providing for the payment of all known debts of the Company (except debts owing to Member(s)) the remaining assets of the Company shall be distributed or applied in the following order of priority:

- (a) To pay the expenses of liquidation.
- (b) To repay any loan theretofore made by a Manager to the Company.
- (c) Among the Member(s) in accordance with the provisions of Article IV, Section 4.7.

9.3 Each Member shall look solely to the assets of the Company for the return of the Member's investment, and if the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the investment of any Member, such Member shall have no recourse against any other Member(s) for indemnification, contribution, or reimbursement.

ARTICLE X. ARBITRATION

Any action to enforce or interpret this Agreement or to resolve disputes between the Member(s) or by or against any Member shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive dispute resolution process in the State of California, but arbitration shall be a nonexclusive process elsewhere. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. Arbitration shall be conducted at San Diego, California. The

substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE XI. GENERAL PROVISIONS

11.1 This Agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this Agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all the parties. This Agreement replaces and supersedes all prior written and oral agreements by and among the Member(s) or any of them.

11.2 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each signed counterpart is effective when it is delivered to the principal office of the Company by (i) hand-delivery, (ii) facsimile or (iii) pdf.

11.3 This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability, or if that is not possible, such provision shall, to the extent of such invalidity, illegality or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

11.4 This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives and permitted successors and assigns.

11.5 Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this Agreement may require.

11.6 The parties to this Agreement shall promptly execute and deliver any and all additional documents, instruments, notices and other assurances and shall do any and all other acts and things reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out the intent of the parties.

11.7 Except as provided in this Agreement, no provision of this Agreement shall be construed to limit in any manner the Member(s) in the carrying on of their own

respective businesses or activities.

11.8 Except as provided in this Agreement, no provision of this Agreement shall be construed to constitute a Member, in the Member's capacity as such, the agent of any other Member.

11.9 Each Member represents and warrants to the other Member(s) that the Member has the capacity and authority to enter into this Agreement.

11.10 The article, section and paragraph titles and headings contained in this Agreement are inserted as matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

11.11 This Agreement may be altered, amended or repealed only by a writing signed by all of the Member(s).

11.12 Time is of the essence of every provision of this Agreement that specifies a time for performance.

11.13 This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

11.14 The Member(s) intend the Company to be a limited liability company under the Act. No member shall take any action inconsistent with the express intent of the parties to this agreement.

IN WITNESS WHEREOF, each of the undersigned has executed or caused to be executed this Agreement on the day and year first above written.



MARK BISHOP

**AGREEMENT OF LIMITED PARTNERSHIP
ABS INVESTMENT FUND V, LP
A CALIFORNIA LIMITED PARTNERSHIP**

THIS AGREEMENT OF LIMITED PARTNERSHIP (“Agreement”) of ABS INVESTMENT FUND V, LP is entered into as of July 31, 2008 by A.B.S.I.G. LLC, a California limited liability company (“ABS Investment Group”), in its capacity as general partner (the “General Partner”), and Mark Bishop, in his capacity as the initial Limited Partner (the “Initial Limited Partner”).

**ARTICLE 1
DEFINITIONS**

The following terms used in this Agreement have the meanings set forth below. All terms used in this Agreement that are not defined in this ARTICLE 1 have the meanings set forth elsewhere in this Agreement, if not so defined.

1.1 Additional Limited Partner. “Additional Limited Partner” means any person which becomes a Limited Partner of the Partnership following the date of this Agreement. Additional Limited Partners will not have any of the voting rights set forth in this Agreement, unless this Agreement is amended by the General Partner and the Initial Limited Partner.

1.2 Affiliate. “Affiliate” means, with respect to any Person, (i) any Person directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with such Person, (ii) any partner, shareholder, officer, manager, director, general partner, or trustee of such Person, or (iii) any Person who is a partner, shareholder, officer, manager, director, general partner, or trustee of any Person described in clauses (i) and (ii) of this sentence. For purposes of this definition, the term “controls, “is controlled by, or “is under common control with” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether alone or with others through the ownership of all or part of the voting securities, by contract or otherwise.

1.3 Agreement. “Agreement” means this Agreement of Limited Partnership, as amended from time to time.

1.4 Capital Account. “Capital Account” means the account to be maintained by the Partnership for each Partner in accordance with the following provisions:

1.4.1 A Partner’s Capital Account shall be credited with such Partner’s Capital Contribution, such Partner’s distributive share of Profits and any items in the

nature of income or gain that are specially allocated pursuant to ARTICLE 6.

1.4.2 The Partner's Capital Account shall be debited with the amount of cash and the Gross Asset Value of any Partnership assets distributed to such Partner pursuant to any provision of this Agreement and such Partner's distributive share of Losses and any item in the nature of expenses or losses that are specifically allocated pursuant to ARTICLE 6.

1.4.3 An assumption of a Partner's unsecured liability by the Partnership shall be treated as a distribution of money to the Partner. An assumption of the Partnership's unsecured liability by a Partner shall be treated as a cash contribution to the Partnership. For this purpose, the assumption of a secured liability in excess of the fair market value of the security shall be treated as the assumption of an unsecured liability to the extent of that excess.

1.4.4 To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or 743(b) is required to be taken into account in determining Capital Accounts (pursuant to Regulations Section. 1.704-1(b)(2)(iv)(m)), the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset), or loss (if the adjustment decreases such basis), and such gain or loss shall be specifically allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Regulations.

1.4.5 In the event an interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

1.4.6 In determining the amount of any liability for purposes of Section 1.5.3, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

1.4.7 In the event the Gross Asset Values of Partnership assets are adjusted pursuant to this Agreement, the Capital Accounts of all Partners shall be adjusted simultaneously to reflect the aggregate net adjustment as if the Partnership recognized gain or loss equal to the amount of such aggregate net adjustment in accordance with Regulations Section 1.704-1(b)(2)(iv).

1.4.8 In the event that assets of the Partnership other than cash are distributed to a Partner in kind, Capital Accounts shall be adjusted for the hypothetical "book" gain or loss that would have been realized by the Partnership if the distributed assets had been sold for their fair market values in a cash sale (in order to reflect unrealized gain or loss).

1.4.9 In the event of the liquidation of a Partner's Partnership Interest or a liquidation of the Partnership, Capital Accounts shall be adjusted for the hypothetical "book" gain or loss that would have been realized by the Partnership if all Partnership

assets had been sold for their fair market values in a cash sale (in order to reflect realized gain or loss).

1.4.10 Capital Accounts also shall be adjusted upon the constructive termination of the Partnership as provided under Section 708 of the Code in accordance with the method set forth in Section 1.4.9 as required by Regulations Section 1.704-1(b)(2)(iv)(e). It is intended that the Capital Accounts of all Partners shall be maintained in compliance with the provisions of Regulations Section 1.704-1(b) and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributions or distributive property or which are assumed by the Partnership or the Partners), are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material adverse effect on the amounts distributed to any Person pursuant to ARTICLE 12 upon dissolution of the Partnership.

1.5 Capital Contribution. “Capital Contribution” means the amount of money contributed to the Partnership by such Partner upon his/her/its/their admission to the Partnership under the terms of the Agreement.

1.6 Cash Available for Distribution. “Cash Available for Distribution” means all cash income which the Partnership shall receive from the Permitted Investment Securities (including both income and the recovery of Capital Contributions) and from any other source(s).

1.7 Certificate. “Certificate” means the Certificate of Limited Partnership (LP-1) filed, on June 12, 2008, with the Secretary of State of the State of California upon the inception of the Partnership.

1.8 Code. The “Code” means the Internal Revenue Code of 1986, and any successor provisions of law.

1.9 Custodian. LPL Financial will serve as the Custodian for the securities and paying agent for the Unitholders. LPL Financial (www.lpl.com) is one of the nation’s leading diversified financial services companies and the largest independent broker/dealer.

1.10 Deficit Capital Account. “Deficit Capital Account” means, with respect to any Partner, the deficit balance, if any, in such Partner’s Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

1.10.1 credit to such Capital Account any amount that such Partner is obligated to restore to the Partnership under Regulation Section 1.704-1(b)(2)(ii)(c), as well as any addition thereto pursuant to the next to last sentences of Regulation Sections

1.704-(g)(1) and (i)(5); and

1.10.2 debit to such Capital Account the items described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6). This definition is intended to comply with the provisions of Regulation Sections 1.704-1(b)(2)(ii)(d) and 1.704-2, and shall be interpreted consistently with those provisions.

1.11 Depreciation. “Depreciation” means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowed under the Code with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis as required by Section 704(c) of the Code, provided that if depreciation, amortization or other cost recovery deduction allowed by the Code for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

1.12 Escrow Account. As described in the Memorandum, the minimum amount of this offering is \$2,000,000 Principal Amount (“Minimum Offering”) and the maximum amount is \$20,000,000 Principal Amount (“Maximum Offering”). Until such time as Units for the Minimum Offering have been sold, the proceeds tendered by a prospective investor will be deposited along with funds of other prospective investors (if applicable) in a special, interest bearing escrow account at Commerce West Bank (“the Bank”), located at Irvine, California. Funds in the Escrow Account, including all interest actually earned on such funds, will be released to the Partnership upon the Minimum Offering being achieved at which time the Partnership will commence operations and Units will be issued to the investors.

1.13 Gross Asset Value. “Gross Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

1.13.1 The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the General Partner; provided that, if the General Partner is the contributing Partner, the determination of the fair market value of the contributed assets shall require the consent of a majority of the other Partners;

1.13.2 The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (i) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimus Capital Contribution; (ii) the distribution by the Partnership to a Partner of more than a de minimus amount of Partnership assets in consideration of a transfer of an interest in the

Partnership; and (iii) the liquidation of the Partnership within the meaning of Regulations Section 1.704-(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (i) and (ii) above shall be made only if the General Partner determines that such adjustments are necessary or appropriate to reflect the relative economic interest of the Partners in the Partnership;

1.13.3 The Gross Asset Value of any Partnership asset distributed to any Partner shall be the fair market value of such asset on the date of distribution as determined by the distributee and the General Partner; provided that if the distributee is the General Partner, the determination of the fair market value of the distributed asset shall require the consent of a majority of the other Partners; and

1.13.4 The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Sections 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and under the definition of “Capital Accounts” in Section 1.4 above; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 1.13.4 to the extent the General Partner determines that an adjustment pursuant to Section 1.13.2 is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 1.13.4.

1.13.5 If the Gross Asset Value of an asset has been determined or adjusted pursuant to Sections 1.13.1, 1.13.2 and 1.13.4, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

1.14 Guarantor. “Guarantor” means ABS Investment Group.

1.15 Interest. An “Interest” means an ownership interest in the Partnership representing a Unit owned by a Limited Partner, including any and all benefits to which the holder of such Units may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement.

1.16 Memorandum. “Memorandum” means the Private Placement Memorandum dated May 1, 2009, a copy of which is attached hereto as Attachment “B” and by this reference made a part hereto.

1.17 Units. “Units” shall refer to an interest in the Profits, Losses and distributions of the Partnership without regard to the respective capital accounts of the Partners. There will be but one class of Units.

1.18 Unitholder. “Unitholder” refers to any Partner owning Units in the Partnership.

1.19 Original Capital Contribution. “Original Capital Contribution” means the

original capital contributed to the Partnership by the General Partner and the Initial Limited Partner, as set forth on Attachment “A”, and on the counterpart signature pages for Additional Limited Partners.

1.20 Partner(s). “Partner” means any one General or Limited Partner and “Partners” collectively means more than one Partner.

1.21 Partnership. “Partnership” means ABS INVESTMENT FUND V, LP, a California limited partnership.

1.22 Partnership assets. “Partnership assets” means Permitted Investment Securities and any other real and personal property acquired by the Partnership.

1.23 Permitted Investment Securities. “Permitted Investment Securities” constitute what is commonly referred to in the securities industry as “mortgage backed securities”. Mortgage backed securities includes, without limitation , (i) securitized interests in mortgage loan pools held in trust by financial institutions, (ii) units of ownership in real estate investment trusts, limited partnerships and other investment owning entities, and (iii) any derivative investment related thereto as defined in the securities industry, as also more particularly defined in the Memorandum.

1.24 Person. “Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

1.25 Profits and Losses. “Profits” and “Losses” mean the income, gain, loss, deductions and credits of the Partnership in the aggregate or separately stated, as appropriate, determined in accordance with the method of accounting at the close of each Fiscal Year employed on the Partnership’s information tax return filed for federal income tax purposes as adjusted by (i) the addition to taxable income or the subtraction from taxable loss of any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses, and (ii) the subtraction from taxable income and the addition to taxable loss of any nondeductible expenditures of the Partnership not otherwise taken into account in computing Profits and Losses.

1.26 Regulations. “Regulations” means the income tax regulations promulgated under the Code for the purposes of interpreting and applying the provisions of the Code as amended from time to time, any successor provisions of law.

ARTICLE 2 FORMATION AND ORGANIZATION

2.1 Agreement of Limited Partnership. The Partners agree to associate themselves together as a limited partnership, and upon the terms and conditions set forth in this Agreement.

2.2 Intentionally Omitted.

2.3 Name. The name of the Partnership shall be ABS INVESTMENT FUND V, LP, or such other name as the General Partner may, upon written notice to the Limited Partners, from time to time determine.

2.4 Purposes. The Partnership is formed for the primary purpose of acquiring, managing and holding for investment a portfolio of to be identified Permitted Investment Securities. The Permitted Investment Securities to be purchased by the Partnership will be secured by institutional quality residential mortgage backed securities. The Partnership will seek Permitted Investment Securities priced at a discount from what the Partnership estimates to be the actual value of the residential mortgage backed securities. The Partnership will purchase many of its Permitted Investment Securities directly from existing security holders, and through established securities markets or from the original issuers, although the Partnership may also purchase from issuers, certain unregistered, and privately offered securities. The Partnership will target securities which are expected to generate ongoing, reliable distributions. The expected rate of return of these securities shall exceed 25%. Generally, no more than 25% of the Partnership's assets will be invested in securities of any one issuer, and no more than 50% will be invested in securities of an affiliated group of issuers. However, the Partnership may exceed these guidelines if it decides that to do so would best achieve the objectives of the Partnership. The General Partner has the authority to contract with and retain the Initial Limited Partner or an Affiliate to manage the activities, affairs and investments of the Partnership consistent with the purposes as provided in this Section 2.4.

2.5 Term. The term of the Partnership shall commence on the date of filing of the Certificate and will continue until December 31, 2014, unless terminated earlier by the terms of this Agreement. However, the Partnership may be terminated earlier in the event of: (i) the retirement or removal of the General Partner, unless the General Partner or one or more substitute general partners elected by the voting Limited Partners elect to continue the business; (ii) an election of General Partner to terminate the Partnership; or (iii) the sale or other disposition (or liquidation of all of the securities in which the Partnership invests) of all of the securities held by the Partnership, without replacement of those securities. Upon the dissolution and termination of the Partnership, the General Partner will liquidate the Partnership's assets and distribute the proceeds thereof in accordance with provisions of the Memorandum and this Agreement.

2.6 Principal Place of Business. The location of the principal place of business of

the Partnership shall be 707 Broadway, 18th Floor, San Diego, California 92101, or such other place as the General Partner may from time to time determine.

2.7 Registered Agent. The agent for service of process will be J. Thomas Epperson, or such other eligible person as the General Partner shall designate, and the location for service of process shall be 707 Broadway, 18th Floor, San Diego, California 92101.

2.8 Title to Partnership assets. Legal title to all Partnership assets shall be taken and at all times held in the name of the Partnership or a nominee.

ARTICLE 3 PARTNERSHIP

3.1 General Partner. The name of the General Partner is ABS Investment Group.

3.2 Limited Partners. The Initial Limited Partner is Mark Bishop, an individual. The name of each other Limited Partner will be set forth on a counterpart signature page for each such Limited Partner and attached to the Master Copy of this Agreement in its principal office of the Partnership.

3.3 Admission of Additional Limited Partners. A Person may acquire an interest in the Partnership directly from the Partnership and be admitted as an Additional Limited Partner upon approval of the General Partner.

3.4 Admission of Substitute Limited Partner. The assignee of the Interest of a Limited Partner may be admitted as an Additional Limited Partner with the consent of the General Partner, subject to complying with Sections 10.1 and 10.2.

3.5 Additional Limited Partners Bound by Agreement. In addition to any other requirements of this Agreement, before any Person is admitted to the Partnership as an Additional Limited Partner or Substituted Limited Partner, that Person must agree in writing to be bound by all of the provisions of this Agreement and execute a counterpart signature page to this Agreement in such form as may be determined by the General Partner.

ARTICLE 4 CAPITAL CONTRIBUTIONS

4.1 Capital Contributions; Loan. The General Partner and the Initial Limited Partner have made their Original Capital Contributions in cash in the amount set forth on Attachment "A". In addition, the General Partner has contributed a promissory note in the amount of 1% of the amount actually contributed by the Additional Limited Partners to the Partnership upon the organization of the Partnership. That note is all due and payable by the General Partner fifteen (15) business days after the Additional Limited Partners have completed their Capital Contributions to the Partnership. Such investment

by the Manager shall be subordinated to the interests of the Limited Partners.

4.2 Capital Contributions From Additional Limited Partners. Each Additional Limited Partner admitted to the Partnership shall contribute to the capital of the Partnership in an amount determined by the General Partner, as described in the Memorandum attached hereto as Attachment “B”.

4.3 Interest on Capital Contributions. Except as otherwise provided herein, Capital Contributions to the Partnership shall bear interest as described in Attachment B, the Private Placement Memorandum.

4.4 Withdrawal of Capital Contributions. Except as expressly provided in this Agreement, no part of a Partner’s Capital Contributions may be withdrawn by a Partner without the prior written consent of the General Partner. No Partner shall have the right to receive property, other than cash, in return for that Partner’s Capital Contributions, but this shall not be construed to limit the Partners’ rights to receive their share of any property distribution made pursuant to this Agreement.

4.5 Capital Accounts. The Partnership shall establish and maintain an individual Capital Account for each Partner. Capital Accounts shall be determined and maintained in accordance with Regulations Section 1.704-1(b)(2)(iv).

4.6 No Additional Capital Contributions. Unless otherwise expressly agreed upon in writing by all Partners, no Partner shall be required to make any further Capital Contributions to the Partnership after such Partner’s Original Capital Contribution is made.

ARTICLE 5 LOANS

5.1 Loans to the Partnership.

5.1.1 Except as provided in Section 4.1, no Partner shall lend or advance money to or for the Partnership’s benefit without the prior consent of the General Partner. If any Partner shall make loans or lend money to the Partnership or advance money on its behalf, the amount of any such loan or advance shall not be an increase in the Partner’s Capital Contribution, nor shall it entitle such Partner to any increase in its share of the distributions of this Partnership, nor subject such Partner to any greater proportion of the losses which the Partnership may sustain. The amount of any such loan or advance shall be a debt due from this Partnership to such Partner, at such rates and on such terms as shall be reasonably determined by the General Partner.

5.1.2 If the General Partner determines that funds are reasonably necessary for conducting the business of the Partnership, the General Partner is authorized (but not obligated) to borrow the needed funds on the Partnership’s behalf from commercial or institutional lenders on commercially reasonable terms existing at the time of the

borrowing and all or any portion of the Partnership's Property may be pledged or conveyed as security for the indebtedness.

5.2 Loans from the Partnership. No loans shall be made from the Partnership to any Partner.

5.3 Organizing and Offering Expenses and Fees. The General Partner or its Affiliates shall bear the expense of all Organizational Fees (as defined in the Memorandum). The organizational fees paid by the General Partner, the Initial Limited Partner or its Affiliates pertaining to the formation and organization expenses of the Partnership shall not be an expense of the Partnership.

ARTICLE 6

ALLOCATIONS OF PROFITS, LOSSES, TAX CREDITS AND DISTRIBUTIONS

6.1 Distribution of Cash Available for Distribution shall be made to the Partners monthly, and at any additional time the General Partners, in their discretion, determine that there is cash available for distribution. Such distribution shall be the sum of i) 100% of any principal received from the Cash Available for Distribution, up to the Partners' Capital Contribution (applied against the Partners' Capital Contribution), and ii) the monthly preferred return payment of the 8% (annualized) on the then outstanding Partners' Capital Contribution balance, and iii) 50% of any excess monthly cash flow generated from the securities. In the event of the pay down, pay off, or liquidation of the securities, the Partners will receive 100% of the proceeds up to the then outstanding balance of their Capital Contribution, plus any unpaid 8% preferred return, and 50% of any remaining proceeds. The General Partner will pay all the operational expenses of the Partnership and the General Partner. The General Partner may make distributions to the Limited Partners even if the Partnership does not have sufficient cash on hand to make upcoming interest payments to the Unitholders under the terms of the Memorandum. Said distributions shall be further described and made pursuant to the following priorities:

First: In each Partnership Year, there shall be distributed to the Unitholders Cash Available for Distribution up to the amount of the Annual Sum. To the extent that less than the Annual Sum (or Reduced Annual Sum) is distributed during the respective Partnership Year, the rights of the Limited Partners are cumulative.

Second: If any Cash Available for Distribution remains for any Partnership Year after all distributions have been made, there shall be allocated and distributed to the Partners the balance of the Cash Available for Distribution as follows:

(1) There shall be allocated to the Unitholders fifty percent (50%) of any remaining Cash Available for Distribution of the Partnership for the respective Partnership Year.

(2) There shall be allocated to the General Partners, irrespective of Units owned by them, the remaining fifty percent (50%) of the Cash Available for Distribution of the Partnership for such Partnership Year.

6.2 The Net Income and Net Losses shall be allocated among the Partners as follows:

6.2.1 Net Income.

First: Net Income for the respective Partnership Year, shall be allocated to the Unitholders the first Net Income during such year up to the amount of the Annual Sum (or Reduced Annual Sum, if applicable) for the same Partnership Year.

Second: In the event that in prior Partnership Year(s), if any, of the Partnership, the Partnership (1) incurred a loss or (2) allocated Net Income to the Unitholders of less than the Annual Sum (or Reduced Annual Sum, if applicable), there next shall be allocated to the Unitholders out of Partnership Income, if any, in excess of that allocated pursuant to part 6.2.1, the amount of any such loss(es) or deficit(s); provided that no cumulative rights hereunder shall commence until the Commencement Date. The purpose of this part 6.2.1 is to provide the Unitholders with cumulative rights to earn eight percent (8%) per annum on their Net Capital Contributions (if such is earned) out of the Net Income from the operation of the Partnership from and after the Commencement Date.

Third: If any Net Income remains for such Partnership Year after all allocations have been made pursuant to parts 6.2.1 First and Second above, there shall be allocated to the Partners the balance of the Net Income as follows:

(1) There shall be allocated to the Unitholders fifty percent (50%) of the Net Income or Net Loss of the Partnership for the respective Partnership Year.

(2) There shall be allocated to the General Partners, irrespective of Units owned by them, the remaining fifty percent (50%) of the Net Income or Net Loss of the Partnership for such Partnership Year.

6.2.2 Net Loss(es). Net Loss(es) for any year of the Partnership shall be allocated among the Partners in the ratio in which the Partners share in Net Income pursuant to part 6.2.1 Third above.

6.2.3 In no event will the Net Income allocable to the Unitholders under parts 6.2.1 First and Second exceed the Cumulative Cash Available for Distribution, if any, in the same and prior years, if any, of the Partnership. To the extent that Net Income to be allocated pursuant to said parts exceeds the Cumulative Cash Available for Distribution in the same and prior years, such excess Net Income shall be allocated pursuant to part 6.2.1 Third above.

6.3 Any Cash from Financing shall be distributed pursuant to the following priority (provided that there is no guarantee that cash will be available in all or any of said tiers):

First: The first Cash from Financing shall be applied in repayment of any loans theretofore made by any of the Partners to the Partnership.

Second: The next Cash from Financing, if any, shall be distributed to the Unitholders until they have been returned the amount of their contributions made.

6.4 Any gain or loss from the sale of any asset (except the Property) of the Partnership (other than when the Partnership is in the process of dissolution and winding up) shall be allocated to the Partners in accordance with the provisions of Paragraph 6.2 above as part of the Net Income, if any, during the same year.

6.5 All allocations and distributions to the Unitholders shall be divided and apportioned among them in the ratio which the number of Units each Unitholder owns bears to all of the Units owned by all of the Unitholders at the time of the allocation or distribution.

6.6 In the event that a Unitholder should sell or otherwise transfer all (or any portion) of its, his or her Units during a Partnership tax year, all Net Income, Net Losses, capital gains and capital losses of the Partnership and all cash distributions attributable to the Units so sold or transferred during the respective tax year shall be allocated or paid to the respective owners of said Units based on the “monthly convention”, treating Partners entering during the first fifteen (15) days of a month as having entered on the first (1st) day of that month and those entering after the fifteenth (15th) day of the month as having entered on the first (1st) day of the following month.

6.7 To the extent compensation paid by the General Partners is not a guaranteed payment under Code Section 707(c), and is not paid to the General Partners other than in their capacity as partners with the meaning of Code Section 707(a), and/or is not deductible for Federal income tax purposes, the General Partners shall be allocated gross income of the Partnership at a time and in an amount equal to the amount of such compensation, and the General Partners’ Capital Account shall be adjusted to reflect the allocation and distribution of such gross income.

6.8 The Partners recognize that with respect to property contributed to the Partnership by a Partner with respect to property revalued in accordance with Treasury Regulation Section 1.704-(b)(2)(iv)(f) (referred to as “Adjusted Properties”), there will be a difference between the agreed values or Carrying Values, as the case may be, of such property at the time of contribution or revaluation, as the case may be, and the adjusted tax basis of such property at this time. All items of tax depreciation, cost recovery, amortization and gain or loss with respect to such contributed properties and Adjusted Properties shall be allocated among the Partners to take into account the book-tax

disparities with respect to such property in accordance with the provisions of Sections 704(b) and 704(c) of the Code and the Treasury Regulations under those sections. Specifically, at the time that any contributed asset is sold, the difference between (i) the agreed fair market value and (ii) the Contributing Partner's adjusted tax basis in the contribution at the time it was contributed shall be determined. For income tax purposes, the first Gain, if any, on said sale up to the amount of the remaining book-tax difference shall be allocated to the respective Contributing Partner. At the time the respective asset is conveyed to the Partnership, the Limited Partner will furnish to the General Partners documentation setting forth the adjusted tax basis of the respective asset.

6.9 All items of income, gain, loss, deduction, credit and basis allocations recognized by the Partnership for federal income tax purposes and allocated to the Partners in accordance with the provisions hereof shall be determined without regard to any election under Section 754 of the Code that may be made by the Partnership; provided, however, such allocations, once made, shall be adjusted as necessary or appropriate to take into account the adjustments permitted by sections 734 and 743 of the Code.

ARTICLE 7 BOOKS AND RECORDS, ACCOUNTING AND TAXES

7.1 Fiscal Year of Partnership. The fiscal year of the Partnership shall be the calendar year for purposes of Partnership income tax and accounting reporting (the "Fiscal Year").

7.2 Books and Records. The Partnership shall maintain full and accurate books and records at its principal place of business, and all Partners shall have the right to inspect and obtain copies of such books and records. The Initial Limited Partner shall have the authority to determine and change the method of accounting and to determine the necessary federal and state income tax elections, as the Initial Limited Partner deems advisable and in the best interests of the Partnership. The books shall be closed at the end of each fiscal year.

7.3 Tax Returns and Reports to Partners. The General Partner or any Affiliate shall deliver to each Partner, upon request, within ninety (90) days after expiration of each Fiscal Year of the Partnership a balance sheet, a profit and loss statement, a statement of the distributions to each Partner and a statement of all amounts reportable by each Partner for state and federal income tax purposes. A copy of all Partnership tax returns for each Fiscal Year shall be supplied to all Partners upon request within ninety (90) days after the end of such Fiscal Year. A copy of all financial reports and income tax returns of the Partnership shall be supplied to any withdrawn Partner so long as such Partner is entitled to receive any portion of the Profits or Losses of the Partnership.

7.4 Partnership Tax Audits. The Initial Limited Partner is hereby designated as the "Tax Matters Partner" in accordance with the provisions of Section 6231(a)(7) of the Code.

ARTICLE 8 POWERS AND OBLIGATIONS OF PARTNERS

8.1 Management of Partnership. Except as expressly limited by law or this Agreement, the General Partner shall have exclusive management of the Partnership, including without limitation, the ability to appoint the Initial Limited Partner or an Affiliate to manage the affairs of the Partnership and its acquisitions, and shall have all of the powers and authority permitted by law. Without the affirmative vote, written consent or ratification of any such specific act by the Initial Limited Partner, however, the General Partner shall not have the authority to:

8.1.1 Do any act in contravention of this Agreement;

8.1.2 Offer or issue more than \$20,000,000 in limited partnership Units or to offer or issue other securities;

8.1.3 Make loans to Limited Partners;

8.1.4 Except as provided in the Memorandum, repurchase or redeem the Units; or

8.1.5 Perform any act which would, at the time the act occurred, subject any Limited Partner to liability as a General Partner in any jurisdiction in which the partnership does business.

8.2 Duties of the General Partner. The General Partner will use its best efforts to carry out the purposes, business and objectives of the Partnership, and will devote such time to Partnership business as is reasonably required.

8.3 Partnership Meetings. Meetings of the Partnership for any reason may be called by the General Partner or the Initial Limited Partner, at such places as shall be designated by the General Partner or the Initial Limited Partner.

ARTICLE 9 BANK ACCOUNTS

All funds of the Partnership shall be deposited in the name of the Partnership in such bank account or accounts as shall be determined to be necessary or desirable by the General Partner. All withdrawals therefrom shall be made upon checks signed on behalf of the Partnership by the General Partner. The General Partner shall not make deposits in or issue any checks against the Partnership bank account without full, proper and complete supporting records.

ARTICLE 10
TRANSFER OF A LIMITED PARTNER'S INTEREST

10.1 Transfer of a Limited Partner's Interest.

10.1.1 Any Limited Partner may voluntarily or involuntarily sell, transfer, assign, gift, encumber, pledge or convey (collectively for purposes of this Section 10.1.1, "Transfer") all or any part of its Units in the Partnership with the prior written consent of the General Partner, which consent can not be unreasonably withheld.

10.1.2 In the event that the General Partner approves a proposed transferee or such transferee is a permitted transferee under Section 10.1.1, then such transferee shall be entitled to be admitted to the Partnership as a substituted Limited Partner and this Agreement shall be amended to reflect such admission provided that the following conditions are complied with:

10.1.2.1 The General Partner shall approve the form and content of the instrument of assignment;

10.1.2.2 The transferring Limited Partner and the transferee execute and acknowledge such other instrument or instruments as the General Partner may deem necessary or desirable to effectuate such admission;

10.1.2.3 The transferee acknowledges all of the terms and provisions of this Agreement as the same may have been amended and agrees to be bound by the same;

10.1.2.4 The transferee pays or obligates transferee to the General Partner for all reasonable expenses connected with such admission including, but not limited to, legal fees and costs; and

10.1.2.5 The filing with the Partnership, if required by the General Partner, of proof of the investment intent and financial status of the transferee.

10.1.3 In the event of any Transfer of the Interest of a Limited Partner, or any part thereof, during the fiscal year, the share of the Profits, Losses, income, gains, losses, deductions, or credits of the Partnership allocable to the Interest transferred shall be allocated between the transferor and the transferee in accordance with the provisions of Code Sections 706(c) and 706(d).

10.2 Effectiveness of Substitution. The failure to obtain the requisite approvals and consents to the substitution of an assignee as a Limited Partner of the Partnership shall not affect the validity or effectiveness of any such instrument as an assignment to an assignee of the right to receive that share of the Profits, Losses, other tax items, or deductions, or the return of contributions, to which the assignor would otherwise be entitled and which were assigned, provided a duly executed and acknowledged written

instrument of assignment in proper form and substance, the terms of which are not in contravention of any of the provisions of this Agreement, is filed with the Partnership.

10.3 Further Limitations of Transfers. No Transfer shall be permitted (i) if the proposed Transfer or the proposed transferee will, or could, impair the ability of the Partnership to be taxed as a partnership under federal income tax law, or (ii) if the Transfer will, or could, cause the Partnership's tax year to close or the Partnership to terminate for federal income tax purposes, and unless (iii) the proposed transferee has acknowledged in writing the liabilities of the transferor and the Partnership which cannot be ascertained from this Agreement. Any purported assignment in violation of the terms of this Section 10.3 shall be null and void and of no force and effect.

10.4 Number of Partners. Under the Investment Company Act of 1940, the Partnership may not, without registering thereunder, have more than 5 beneficial owners.

ARTICLE 11 TERMINATION OF A GENERAL PARTNER

11.1 Termination. The General Partner shall be terminated as the General Partner if any one of the following events shall occur:

11.1.1 If the General Partner: (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary petition under the federal bankruptcy law; (iii) files a petition or answer seeking for that Partner any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law, or regulation; (iv) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against that Partner in any proceeding of this nature; or (v) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the General Partner or of all or any substantial part of that Partner's properties.

11.1.2 Sixty (60) days after the commencement of any proceeding against the General Partner seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law, or regulation, if the proceeding has not been dismissed; or if, within sixty (60) days after the appointment without the General Partner's consent or acquiescence of a trustee, receiver, or liquidator of the General Partner or of all or any substantial part of that Partner's properties, the appointment is not vacated or stayed; or within sixty (60) days after the expiration of any such stay, the appointment is not vacated.

11.1.3 In the case of a General Partner that is a separate partnership, the dissolution of the separate partnership.

11.1.4 In the case of a General Partner that is a corporation or limited liability company, the filing of a certificate of dissolution, or its equivalent, for the Partner. If as a result of any such cessation there is no remaining General Partner, then the Partnership

shall thereafter only conduct activities necessary to wind up its affairs, unless within ninety (90) days after one of the specified events occurs, the Initial Limited Partner elects in writing or vote to continue the Partnership. If an election to continue the Partnership is made, then a successor General Partner shall be selected and approved by the Initial Limited Partner and the Partnership shall continue in accordance with the provisions of this Agreement.

11.1.5 In the event of the resignation or the removal of the General Partner for cause, the Partnership will be dissolved unless within two months thereafter the Limited Partners elect a successor General Partner by the vote or written consent of a Majority in Interest of the Limited Partners. A Majority in Interest is defined as that Limited Partner or those Limited Partners owning more than fifty percent of the then issued and outstanding Units of the Partnership.

11.2 Conversion.

11.2.1 In the event that a General Partner ceases to act in such capacity, the General Partner or its assign shall thereafter act as a Limited Partner, and Units thereafter accrued by it will continue to be held by it as a Limited Partner. In such event it shall have all of the rights of a Limited Partner under this Agreement.

11.2.2 With regard to such General Partner, the conversion to a Limited Partner shall become effective after notice is delivered to the Limited Partners and all requirements of applicable law, including the filing of appropriate amendments to the Certificate and all other filings made on behalf of the Partnership, shall have been complied with.

11.2.3 A terminated General Partner shall continue to be responsible for obligations or liabilities of the Partnership which were incurred by the Partnership and not discharged or otherwise satisfied prior to the date it ceased being a General Partner.

11.3 Participation of a New General Partner. Any new or substitute General Partner serving in the place of a former General Partner pursuant to Sections 11.1 and 11.2 above shall have no interest in the share of Partnership capital, Profits and Losses previously vested in the former General Partner. A new General Partner may only participate in the capital, Profits and Losses allocated under the Agreement by the Limited Partners of record concurrently with the admission of such new General Partner, and the amount of such participation shall be subject to the written consent or vote of approval by the Limited Partners holding a majority of the Units interests held by all the Limited Partners.

11.4 Withdrawal or other Termination of a General Partner. Upon the withdrawal or other termination of the General Partner, if no other General Partners shall remain, the Partnership shall dissolve, unless a new General Partner is elected pursuant to part 11.1.5 above and the new General Partner accepts his appointment and agrees to continue the Partnership.

ARTICLE 12 DISSOLUTION OF PARTNERSHIP

12.1 Events of Dissolution. The Partnership shall be dissolved and terminated upon the first to occur of the following circumstances or events:

12.1.1 Under any conditions occurring as provided in ARTICLE 11 above.

12.1.2 Upon the expiration of the Partnership term or by operation of law.

12.1.3 Upon the sale by the Partnership of all or substantially all of the Partnership assets and the final distribution of the proceeds thereof (whether the same be cash, notes, bonds, securities, or other assets).

12.1.4 Upon the written election of the General Partner to dissolve the Partnership.

12.1.5 The failure to elect a successor General Partner pursuant to Paragraph 11.1.5 above.

12.2 Winding Up of Partnership Business.

12.2.1 Upon dissolution of the Partnership, the affairs of the Partnership shall be wound up by the General Partner, if the General Partner has not wrongly caused the dissolution, or if there is no General Partner remaining, the Partnership's affairs shall be wound up by the Initial Limited Partner. The receivables of the Partnership shall be collected and its assets liquidated as promptly as is consistent with obtaining the fair value thereof upon dissolution. The Partnership shall engage in no further business thereafter other than as necessary to operate the Partnership assets on an interim basis, collect its receivables, and liquidate its assets.

12.2.2 As soon as possible after the event causing dissolution of the Partnership, the Person or Persons responsible for winding up the affairs of the Partnership pursuant to Section 12.2.1 shall cause to be prepared, executed and filed with the office of the California Secretary of State, a certificate of dissolution or other necessary filings in accordance with California law. Upon completion of winding up the Partnership's affairs and the dissolution of the Partnership, that Person or Persons shall cause to be prepared, executed and filed all necessary or appropriate filings with the office of the California Secretary of State.

12.3 Distribution Upon Dissolution. Upon dissolution and liquidation of the Partnership, the proceeds realized from the sale and liquidation of the Partnership assets, if any, shall be applied and distributed in accordance with the provisions of Section 6.7.2.

12.4 Assets Other Than Cash. Assets other than cash will be distributed in kind

in the manner provided in Section 12.3 above on the basis of: in the case of mortgage backed securities or other assets, their then fair market value as determined by an independent appraiser appointed by the Person or Persons responsible for winding up the affairs of the Partnership. The fair market value for any non-cash assets distributed in kind shall be used to determine the Profit or Loss that would have resulted if such assets were sold for such value. Such Profit or Loss shall then be allocated pursuant ARTICLE 6 and the Partners' Capital Accounts shall be adjusted to reflect such allocations. To the extent feasible, the Person or Persons responsible for winding up the affairs of the Partnership will be entitled to determine to what extent distributions will be made in cash or in kind. As necessary, distributions in kind will be made to the Partners as tenants-in-common. If the Partnership should be sold, and a portion of the consideration for such sale should be notes or other evidences of indebtedness, then such notes or other evidences of indebtedness may be sold or hypothecated to realize funds for distribution to the Partners and such sale or hypothecation may be effected at a discount from the face value thereof. Sale or hypothecation of evidences of indebtedness constituting substantially all of the assets of the Partnership may be accomplished only with the same consent of the Partners as is necessary for the sale of substantially all of the Partnership assets.

12.5 Obligation to Restore Negative Capital Account Balance. If the General Partner has a deficit or negative balance in its Capital Account upon liquidation of the Partnership or liquidation of the General Partner's interest in the Partnership (after giving effect to all contributions, distributions and allocations for all taxable years, including the year in which the liquidation occurs) the General Partner shall contribute capital to the Partnership in an amount sufficient to eliminate such deficit by the end of the taxable year in which the liquidation occurs (or, if later, within ninety (90) days after the date of such liquidation).

ARTICLE 13 NOTICES

13.1 Notices. Any notice, demand, consent, election, offer, approval, request, or other communication (a "Notice" or "Notices") required or permitted under this Agreement must be in writing and shall be deemed to have been duly given (i) on the date of service if personally served on the party to whom Notice is to be given; (ii) within forty-eight (48) hours after mailing, if mailed to the party to whom Notice is to be given, by first class mail which is either registered or certified, postage prepaid, return receipt requested; (iii) within twenty-four (24) hours after being deposited with a recognized private courier service (e.g., Federal Express), if delivered by a private courier service to the party to whom Notice is to be given, all charges prepaid; or (iv) when sent, if given by electronic format, but only if such Notice is confirmed within twenty-four (24) hours by a complete copy of any Notice so given, mailed or delivered in accordance with these provisions. Any Notice to be given hereunder by the Partnership shall be given by the General Partner. A Notice must be addressed to a Partner at that Person's last known address on the records of the Partnership. A Notice to the Partnership must be addressed to the Partnership's principal office. A Notice delivered personally will be deemed given

only when acknowledged in writing by the Person to whom it is delivered. Any party may designate, by Notice to all of the others, substitute addresses or addressees for Notices; and, thereafter, Notices are to be directed to those substitute addresses or addressees.

ARTICLE 14 LIABILITY AND INDEMNIFICATION

14.1 Liability of the General Partner, Initial Limited Partner and Affiliates. The General Partner, the Initial Limited Partner, and any Affiliate with whom the General Partner contracts for the management of the affairs and acquisitions of the Partnership, shall not be liable, responsible, or accountable, in damages or otherwise, to the Partnership, its Affiliates, any Partner or the Unitholders, or to any of their respective officers, directors, managers, agents, employees and representatives, in connection with the business activities or operations of the Partnership, including without limitation, any investment decisions or errors in judgment made by the General Partner, the Initial Limited Partner or any Affiliate, unless any loss or damage sustained by any such Person is the result of the fraud, gross negligence, willful misconduct, or a knowing violation of law by the General Partner, the Initial Limited Partner or Affiliate.

14.2 Indemnification of the General Partner, Initial Limited Partner and Affiliate. The Partnership shall indemnify, defend and hold harmless the General Partner, the Initial Limited Partner, and any Affiliate with whom the General Partner contracts for the management of the affairs and acquisitions of the Partnership (collectively, the “Indemnified Parties” and individually, an “Indemnified Party”), from and against any and all losses, liabilities, claims, damages and expenses, including reasonable attorneys’ fees (collectively, “Claims”), suffered by any of the Indemnified Parties, arising out of or in connection with any activities or operations of the Partnership. The Partnership shall indemnify, defend and hold harmless an Indemnified Party against any Claims incurred by the Indemnified Party in dealing with the Partnership, its Partners, the Unitholders or third parties, unless the Claim is the result of fraud, gross negligence, willful misconduct, or a knowing violation of law on the part of that Indemnified Party. The provisions of this Section 14.2 to hold the General Partner, the Initial Limited Partner and Affiliate harmless and indemnify the Indemnified Parties shall be enforceable only against and out of the assets of the Partnership and not against or out of the assets of the Limited Partners, or any of them, individually.

ARTICLE 15 AMENDMENT

15.1 Agreement, Memorandum and Limited Partnership Units. The Unitholders may not amend the Agreement, the Memorandum, or the terms of the Limited Partnership Units or any agreement relating to the Limited Partnership Units without the written consent of the General Partner.

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.1 Entire Agreement and Counterparts. This Agreement and the Certificate contain the entire agreement among the Partners with respect to the subject matter hereof, is a fully integrated agreement and supersedes all prior agreements between them with respect thereto. The Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same document.

16.2 Binding Effect; Further Instruments. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns. The parties hereto agree for themselves and for their heirs, personal representatives, successors and assigns to execute any and all instruments in writing which may be necessary or proper to carry out the purposes and intent of this Agreement.

16.3 Execution. This Agreement shall become effective upon the execution hereof by the General Partner and the Initial Limited Partner. Thereafter, Additional Limited Partner(s) shall become Partners herein by the execution of a Signature Page (signed by both the General Partner and the Additional Limited Partner) and the attachment of the Signature Page to the Agreement of Limited Partnership maintained in the principal offices of the Partnership.

16.4 Headings. The headings of the sections of this Agreement are inserted solely for convenience of reference and are not a part of or intended to govern, limit or aid in the construction of any term of provision hereof.

16.5 Gender and Number. Whenever required by the context, the singular will be deemed to include the plural, and the plural will be deemed to include the singular, and the masculine, feminine and neuter genders will each be deemed to include the other.

16.6 Severability. In the event that any provision or any portion of any portion of any provision contained in this Agreement is unenforceable, the remaining provisions, and in the event that a portion of any provision is unenforceable, the remaining portion of such provision, shall nevertheless be carried into effect.

16.7 Waiver of Action for Partition. Each Partner irrevocably waives during the term of the Partnership and during any period of winding up and dissolution of the Partnership any right that Partner may have to maintain any action for partition with respect to the Partnership assets.

16.8 Governing Law. The Partnership shall be governed and this Agreement shall be construed in accordance with the laws of the State of California.

16.9 Attachments. Attachments referred to in this Agreement are incorporated by reference into this Agreement.

16.10 Representation; Legal Counsel. Each of the Partners acknowledges and agrees: (i) that no representation or promise not expressly contained in this Agreement has been made by any other Partner or by any of such Partner's agents, employees or representatives; (ii) that this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, oral or written, other than as is set forth expressly in this Agreement; and (iii) that each Partner has had the opportunity to be represented by counsel of said Partners' choice in this matter, including the negotiations and transactions which preceded the execution of this Agreement, or has expressly elected not to be represented by separate counsel.

16.11 Waiver of Jury Trial. The Partners agree that any dispute, claim, or controversy arising out of this Agreement will be resolved by submission to trial without a jury, and all Parties hereby expressly waive any right to a jury trial in connection with any such dispute. Sole venue for the enforcement of any claim is any court of competent jurisdiction in San Diego County, California.

[SIGNATURE PAGE of General Partner and Initial Limited Partner follows]

The parties have entered into this Agreement of Limited Partnership as of the day and year set forth in the opening paragraph of this Agreement.

GENERAL PARTNER:

ABSIG LLC, a California limited liability company,

By: _____, Manager
Craig Chang

INITIAL LIMITED PARTNER:

ABS Investment Fund V, LP, a California limited partnership,

By: _____
Mark Bishop

[SIGNATURE PAGE of Additional Limited Partner follows]

ABS INVESTMENT FUND V, LP

The undersigned hereby agree(s) to the foregoing Agreement of Limited Partnership (the "Agreement") of ABS INVESTMENT FUND V, LP, a California limited partnership. The undersigned agree(s) that this Signature Page may be attached to the Agreement in the principal office of the Partnership. By the undersigned's signature(s) hereto and the delivery of this page to the General Partner, the undersigned hereby is admitted as a Limited Partner to the Partnership and agrees to be bound by the terms and conditions of the Agreement.

Concurrently herewith, the undersigned has/have contributed the sum of \$ _____ in cash to the Partnership in exchange for the issuance of _____ (_____) Units of the Partnership.

The undersigned acknowledge(s) that he/she/it/they has/have received and read the Agreement and understand(s) the terms thereof.

GENERAL PARTNER:

ADDITIONAL LIMITED PARTNER:

ABSIG LLC

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

ATTACHMENT "A"

General Partner:

Name: ABSIG LLC
Address: 707 Broadway, 18th Floor, San Diego, CA 92101
Capital Contribution: \$1,000 plus the sum equal to 1% of the contribution of all Limited Partners.

Initial Limited Partner:

Name: Mark Bishop
Address: 707 Broadway, 18th Floor, San Diego, CA 92101
Capital Contribution: \$1,000 to be redeemed after the admission of the Additional Limited Partner(s).

ATTACHMENT “B”

Private Placement Memorandum
(Memorandum)

Bilaga 1

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

FEB 17 2008

Debra Bowen

DEBRA BOWEN
Secretary of State



State of California
 Bill Jones
 Secretary of State

File# 200804710300

ENDORSED - FILED
 In the office of the Secretary of State
 of the State of California
 FEB 13 2008

**LIMITED LIABILITY COMPANY
 ARTICLES OF ORGANIZATION**

A \$70.00 filing fee must accompany this form.
 IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

1. Name of the limited liability company (end the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")
 ABS INVESTMENT GROUP, LLC

2. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the Beverly-Killea limited liability company act.

3. Name the agent for service of process and check the appropriate provision below:
 Mark Bishop _____ which is
 an individual residing in California. Proceed to item 4.
 a corporation which has filed a certificate pursuant to section 1505. Proceed to item 5.

4. If an individual, California address of the agent for service of process:
 Address: 707 Broadway, 18th Floor
 City: San Diego State: CA Zip Code: 92101

5. The limited liability company will be managed by: (check one)
 one manager more than one manager limited liability company members

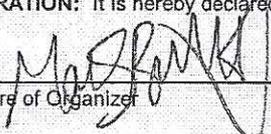
6. Other matters to be included in this certificate may be set forth on separate attached pages and are made a part of this certificate. Other matters may include the latest date on which the limited liability company is to dissolve.

7. Number of pages attached, if any:

Type of business of the limited liability company.

To purchase, sell and manage assets

DECLARATION: It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.


 Signature of Organizer

Mark Bishop
 Type or Print Name of Organizer

February 12, 2008

Date



SEC/STATE (REV. 1/99)

FORM LLC-1 - FILING FEE \$70.00
 Approved by Secretary of State

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of this office.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 24 2010

Handwritten signature of Debra Bowen in cursive script.

DEBRA BOWEN
Secretary of State



**State of California
Secretary of State**

**LIMITED LIABILITY COMPANY
CERTIFICATE OF AMENDMENT**

A \$30.00 filing fee must accompany this form.

IMPORTANT – Read instructions before completing this form.

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

MAY 21 2010

This Space For Filing Use Only

1. SECRETARY OF STATE FILE NUMBER 200804710300		2. NAME OF LIMITED LIABILITY COMPANY ABS INVESTMENT GROUP, LLC	
3. COMPLETE ONLY THE SECTIONS WHERE INFORMATION IS BEING CHANGED. ADDITIONAL PAGES MAY BE ATTACHED IF NECESSARY.			
A. LIMITED LIABILITY COMPANY NAME (END THE NAME WITH THE WORDS "LIMITED LIABILITY COMPANY," "LTD. LIABILITY CO." OR THE ABBREVIATIONS "LLC" OR "L.L.C.")			
B. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY (CHECK ONE):			
<input checked="" type="checkbox"/> ONE MANAGER <input type="checkbox"/> MORE THAN ONE MANAGER <input type="checkbox"/> ALL LIMITED LIABILITY COMPANY MEMBER(S)			
C. AMENDMENT TO TEXT OF THE ARTICLES OF ORGANIZATION:			
D. OTHER MATTERS TO BE INCLUDED IN THIS CERTIFICATE MAY BE SET FORTH ON SEPARATE ATTACHED PAGES AND ARE MADE A PART OF THIS CERTIFICATE. OTHER MATTERS MAY INCLUDE A CHANGE IN THE LATEST DATE ON WHICH THE LIMITED LIABILITY COMPANY IS TO DISSOLVE OR ANY CHANGE IN THE EVENTS THAT WILL CAUSE THE DISSOLUTION.			
4. FUTURE EFFECTIVE DATE, IF ANY:			
		MONTH	DAY YEAR
5. NUMBER OF PAGES ATTACHED, IF ANY:			
6. IT IS HEREBY DECLARED THAT I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.			
SIGNATURE OF AUTHORIZED PERSON <i>Mark Bishop</i>		DATE May 21, 2010	
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON Mark Bishop, Manager			
7. RETURN TO:			
NAME	Mark Bishop, Manager		
FIRM	ABS Investment Group, LLC		
ADDRESS	707 Broadway, 18th Floor		
CITY/STATE	San Diego, CA		
ZIP CODE	92101		



FINANSINSPEKTIONEN

Ink. 2012 -07- 2 0

Dnr.

Finansinspektionen
Box 7821
103 97 Stockholm

Stockholm, 20 July 2012

Ownership Assessment

On behalf of our client, ABSIG, LLC we would hereby like to state the following.

On 18 June 2012 Traction Invest AB, reg. no 556504-7999 and ABSIG, LLC signed a share transfer agreement and agreed that Traction Invest AB should transfer 100 % of its shares in Traction Fonder AB, reg. no 556673-5758 to ABSIG, LLC. The closing of the share transfer is conditional upon that ABSIG, LLC and its owners are approved by the Swedish Financial Supervisory Authority (FSA) and we would therefore like to submit the following documents to the FSA.

Appendix A

Ownership Assessment Application Form – ABSIG, LLC

Appendix B

Ownership Assessment Application Form – ABS Investment Group LLC

Appendix C

Ownership Assessment Application Form – Mark Bishop

The business plan of Traction Fonder AB will be forwarded to the FSA my e-mail during the course of next week.

The application fee of SEK 150,000 will be paid to the FSA's account number (Sw. Bankgiro) 5050-6922.

Date as above


Charlotta Olsson

Specification 1b

**Specification of the information to be submitted to Finansinspektionen
for an ownership assessment – Legal person**

(ABS Investment Group, LLC)

If Finansinspektionen's permission is required for acquisition of shares in a financial company, legal persons who intend to make a direct or indirect acquisition are required to submit the information set forth in the following specification.

The information shall also be submitted by legal persons who have a qualifying holding¹ in a company applying for permission to conduct financial operations. The target company in this context refers to the company applying for permission to conduct operations. Acquiring company refers to the legal owner of the company applying for permission to conduct operations.

Section 1

Information on the contact person

name

Mark Bishop, Managing Director**ABS Investment Group, LLC****707 Broadway, 18th Floor****San Diego, CA 92101**

title

President

address

707 Broadway, 18th Floor**San Diego, CA 92101**

telephone number

+1 949 678 9574**+4670 993 35 38**

e-mail

mbishop@absig.com

fax.

+1 949 861 6261

Information on which company the acquisition is made

Traction Fonder AB

Information on who is the acquirer

the company's complete name

ABS Investment Group, LLC

company registration number

EIN number 26-2119490

the head office's address

**707 Broadway, 18th Floor
San Diego, CA 92101**

the head office's telephone number.

+1 949 678 9574

Information on the acquirer's operations.

ABS Investment Group's goal is to recommend bonds to its institutional investors that deliver consistent returns while preserving capital. This requires a disciplined analytical process that focuses on risk minimization. The investment process is based on unique understanding of the collateral and structures as well as a comprehensive analysis used to discover value.

Quality fixed income investing requires independent, fundamental analysis. ABS Investment Group conducts comprehensive research on its proposed investments using state of the art analytics tools, which is combined with its extensive market experience to identify and to analyze attractive investment opportunities.

Diversification is key to successful fixed income investing. Uncovering the complexities of the underlying bond cashflows and layering them to provide diversity, therefore, ensuring smooth returns.

ABS Investment Group acts as a trader between large institutional buyers and sellers of mortgage-backed securities. Its revenue is generated by broker fees. ABS Investment Group has several contracts with data suppliers in order for ABS Investment Group to analyze various bonds and make value-added recommendations to its counterparties, such as Bank of America, Barclays Capital, and Nomura.

[ABS Primer and Company Summary is additionally attached hereto] **Appendix 1**

A registration certificate which not more than two months old.

[certificate of good standing is attached hereto] **Appendix 2**

The last adopted annual accounts.

[financial statement is attached hereto] **Appendix 3**

Information on any credit rating and credit rating agency **Supplaga 18 Del 1**

[not applicable]

Information on who are the board members, managing director and his or her deputy (incl. civic registration number and position). These persons shall also individually submit the information set forth in Specification 1c (ownership assessment) and a CV (including relevant education, working experience and other assignments).

¹ A direct or indirect ownership in a company where the holding represents ten per cent or more of the share capital or the voting capital or where the holding otherwise renders it possible to exercise a significant influence over the management of the company. The estimate of the holding shall be made in the manner stated in respective operating legislation.

² Joint interest which can affect the influence refers, for example, to shareholders agreements or other agreements regarding joint ownership.

A description or an outline of the entire ownership chain, any group or conglomerate, pre- or post-acquisition.

[Ownership Structure is attached hereto]

Appendix 4

The ownership shares shall be stated in per cent in relation to the number of ownership shares issued. If the number of voting rights differs from the number of ownership shares, the number of votes in per cent in relation to total voting rights shall be stated. State as well owners who in any other way have a significant influence over the company.

Specify for each company in the ownership chain and companies within any group or conglomerate, after the acquisition, companies which are financial, insurance or combined financial holding companies, companies under supervision, e.g. insurance companies, credit institutions, investment firms, fund management companies, etc., and other companies and their operations.

Specify as well any financial groups, insurance groups and financial conglomerates and in these cases also the companies which are included in the companies in the group/conglomerate.

Specify as well in which country each company has its registered office and the supervisory authority in the home country of the company which is under supervision.

Information on whether the company has any form of joint interest² with the following persons who can affect the influence in the company to which the acquisition refers (the target company):

Mark Bishop, only.

other shareholders.

others entitled to vote.

any other person or company that without being a shareholder has the opportunity to exercise equivalent influence over the target company or

managing director, or his or her deputy or board member.

Information on any conflicts of interest which may arise in conjunction with the acquisition and an account of how these shall be managed.

Mark Bishop, as an individual, can have no conflicts of interest in conjunction with the acquisition of Traction Fonder AB.

133

Fup bilaga 18 Del 1

ABSIG LLC can have no conflicts of interest in conjunction with the acquisition of Traction Fonder

AB, since ABSIG LLC only manages the funds of specific limited partnerships located in the United States and Canada. There is no intention for ABSIG LLC at any time in the future to become involved in fund management in Sweden.

ABS Investment Group ("ABS") may have a conflict of interest in conjunction with the acquisition of Traction Fonder AB due to the fact that ABS is in the business of actively trading mortgage-backed securities, and such type of securities may also be a small part of Traction Fonder AB's fund portfolio. Nevertheless, ABS may perform analytical services to Traction Fonder AB for its due-diligence process regarding mortgage-backed securities, but Traction Fonder AB may not purchase from or sell to any entity or person that has any common ownership of any sort, or poses any potential conflict of interest. Therefore, Traction Fonder AB will not trade, buy or sell with ABS.

Information (incl. a description of the circumstances) on the company:

during the past five years has been (or is) involved in any civil or administrative legal process in a court or arbitration board which obviously has no significance for the ownership assessment,

None

during the past five years has been (or is) the subject of a composition, company reorganisation or the equivalent in a foreign country,

None

during the past ten years has been the subject of a sanction of a competent supervisory authority in Sweden or in a foreign country,

None

during the past ten years in Sweden or in a foreign country has had an application rejected, been excluded or in any other manner limited in terms of the right to conduct operations which require permission, registration or such by the competent authority, organisation or equivalent body,

None

during the past ten years has been the subject of a suitability assessment by a foreign financial supervisory authority.

None

Section 2

Information on the size of the holding that the acquirer intends to acquire in the target company. The number of ownership shares shall be stated in per cent in relation to the number of ownership shares issued. State the number of ownership shares pre- and post-acquisition (direct and indirect). If the number of voting rights differs from the number of ownership shares, please state as well the number of votes in percent in relation to the total voting rights.

Acquirer (ABSIG LLC) seeks to acquire 100% of Traction Fonder AB's shares. ABSIG is 50% owned by ABS Investment Group and 50% owned by Mark Bishop.

Information on the estimated acquisition date.

The acquisition should be completed immediately upon FI's approval of ABSIG LLC's acceptability as owner of the shares of Traction Fonder AB. It is expected that such approval may occur prior to October 31, 2012.

Information on the purpose of the acquisition.

The purpose of the acquisition is generate revenue and profits for Traction and the shareholders, through proper management of the Fund company (target). It is anticipated that the disciplines utilized in operating small funds (heavy analytical due diligence, preservation of capital, cash-on-cash returns, appreciation, seeking above peer group returns, and adherence to the disciplines of the business plan) will protect and secure investor capital and provide for above market returns, allowing Traction to compete with larger Fund companies and Banks.

Section 3

Information on how the acquisition is intended to be financed and a description of where the money derives from. Append documentation which attests this or a signed statement from an authorised public accountant.

The acquisition will be conducted by ABSIG LLC.

[Certification from accountant that ABSIG shall utilize its retained earnings in order to acquire Traction and fund its operations.]

Appendix 5

Information on how the transfer of the money will take place, from the financing source to the final recipient of the payment.

[The transfer of money for the acquisition of Traction and operational funds, will be international wire transferred from ABSIG's account at Commerce West Bank, Irvine, California to the appropriate accounts in Sweden.]

Information on whether there is any cooperation with any company in terms of the financing of the acquisition.

None

Section 4

If the acquisition means that the acquirer gains controls of the target company, then this information shall be provided as set forth under 4.1.

An acquirer has control of the target company if the acquirer directly or indirectly receives the majority of the votes or shares. Furthermore, an acquirer has control of the target company if they are shareholders and:

- have the right to appoint or dismiss a majority of the members of the target company's administrative body, managerial body or supervisory board or
- through agreements with other partners of the target company control more than half of the votes for all shares or participations.

3 Specification 1b

If the acquisition does not lead to control of the target company but that the share amounts to 20 per cent or more, the information set forth under 4.2. shall be provided.

If the acquisition means that the holding amounts to less than 20 per cent but remains a qualifying holding, the information set forth under 4.3 shall be provided.

If Finansinspektionen requires additional information for its assessment of the acquirer's suitability, Finansinspektionen can request information to be submitted regardless of that stated above in accordance with sections 4.1 or 4.2.

4.1 Qualifying ownership which entails control

[Business plan of Traction Fonder AB is attached hereto]

Appendix 6

Append a business plan which contains:

1.
A strategic development plan with a description of:

- a) the objectives of the acquisition and how these will be attained,
- b) financial goals of the acquisition,
- c) planned changes of the operations, e.g. products, customers and any transfer of assets,
- d) planned integration of the target company in the acquiring group and
- e) information regarding the acquirer's intention and ability to inject capital to the target company if such would be required.

1.
Forecasts for the next three years, both for the target company and any group which the target company belongs to, for:

- a) balance sheet and profit and loss accounts,
- b) significant key ratios and
- c) solvency or capital requirement calculation (including an internal capital adequacy assessment, so-called ICAAP).

1.
A description of how the acquisition will affect governance and organisation in the target company. Specify whether the acquisition is going to affect:

- a) structure of the board of directors and corporate management.
- b) the organisation's operative structure (append the organisation chart),
- c) outsourced operations.

4 Specification 1b 5

4.2 Qualifying ownership which does not entail control, but which amounts to 20 per cent or more

Append the following information:

- a) information on whether the acquirer intends in the foreseeable future to increase or decrease his or her holdings in the target company,
- b) information on whether the acquirer intends to act as an active minority owner and in such a case the basis for this,
- c) information on whether the acquisition means that the target company, together with the acquirer, will be a part of a financial group or insurance group and forecasts for the group consisting of:
 - balance sheet and profit and loss accounts,
 - significant key ratios,
 - solvency or capital requirement calculation (including an internal capital adequacy assessment, so-called ICAAP).

4.3 Qualifying ownership that is less than 20 per cent

Append the following information:

information on whether the acquirer intends within the foreseeable future to increase or decrease his or her holding in the target company and

information on whether the acquirer intends to act as an active minority shareholder and in such a case which objectives the acquirer has.

About the application

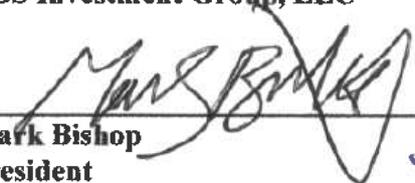
The application shall be signed by the acquirer, certifying that the information submitted is correct and complete.

In the event that identical information has already been submitted to Finansinspektionen in another matter, please refer to this by stating the registration number and what information it deals with.

Please note: In conjunction with the ownership assessment, Finansinspektionen will obtain information from, e.g. Rikspolisstyrelsen (Swedish National Police Board), Bolagsverket (Swedish Companies Registration Office), Skatteverket (Swedish National Tax Board) and Kronofogdemyndigheten (Swedish Enforcement Authority).

The content of this Ownership Assessment Application is approved by:

ABS Investment Group, LLC


Mark Bishop
President

July 16, 2012

Ink. 2012-07-20

Appendix 2

Dnr.

State of California
Secretary of State**CERTIFICATE OF STATUS****ENTITY NAME:** ABS INVESTMENT GROUP, LLC**FILE NUMBER:** 200804710300
FORMATION DATE: 02/13/2008
TYPE: DOMESTIC LIMITED LIABILITY COMPANY
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of July 16, 2012.

A handwritten signature in black ink that reads "Debra Bowen".

DEBRA BOWEN
Secretary of State

EMS

Ink. 2012 -07- 20

Dnr.

J. Thomas Epperson & Co

CERTIFIED PUBLIC ACCOUNTANTS

22361 Rudgebrook Drive
Mission Viejo, California 92692
(503) 510-9198
epperjt@gmail.com

Board of Directors
ABS Investment Group
Irvine, California

I have reviewed the accompanying balance sheet of ABS Investment Group as of June 30, 2012, and the related statement of income and retained earnings for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the owners of ABS Investment Group.

A review consists principally of inquiries of Company personnel and analytical procedures to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, I do not express such an opinion.

Based on my review, I am not aware of any material modifications that should be made to the accompanying balance sheet in order for it to be in conformity with generally accepted accounting principles.



J. Thomas Epperson & Co.
July 12, 2012

ABS Investment Group
BALANCE SHEET
 JUNE 30, 2012

June 30, 2012

Assets:

Current Assets

Checking/Savings

10200 · Commerce West Bank

Total Checking/Savings \$ 790,675

Other Current Assets

14200 · Due From / To ABSIG -

14300 · Due From / To Fund IV

14800 · Due To / From ABS Investment

Investment in Mortgage-backed Securities 884,251

Total Other Current Assets 884,251

Total Current Assets 1,674,926

Other Assets

17100 · Investment in ABSIG, LLC 6,004,141

Total Other Assets 6,004,141

Total Assets \$ 7,679,067

ABS Investment Group
BALANCE SHEET
JUNE 30, 2012

June 30, 2012

Liabilities and Equity:

Liabilities

Current Liabilities

Other Current Liabilities

23200 · Due to ABSIG, LLC

\$ 1,930,575

23220 · Due to Fund V

-

Total Other Current Liabilities

1,930,575

Total Current Liabilities

1,930,575

Total Liabilities

Equity

30100 · ABS Investment Group, LLC

Member's Equity

Total 30100 · ABS Investment Group, LLC

5,542,732

Net Income

205,820

Total Equity

Total liabilities and equity

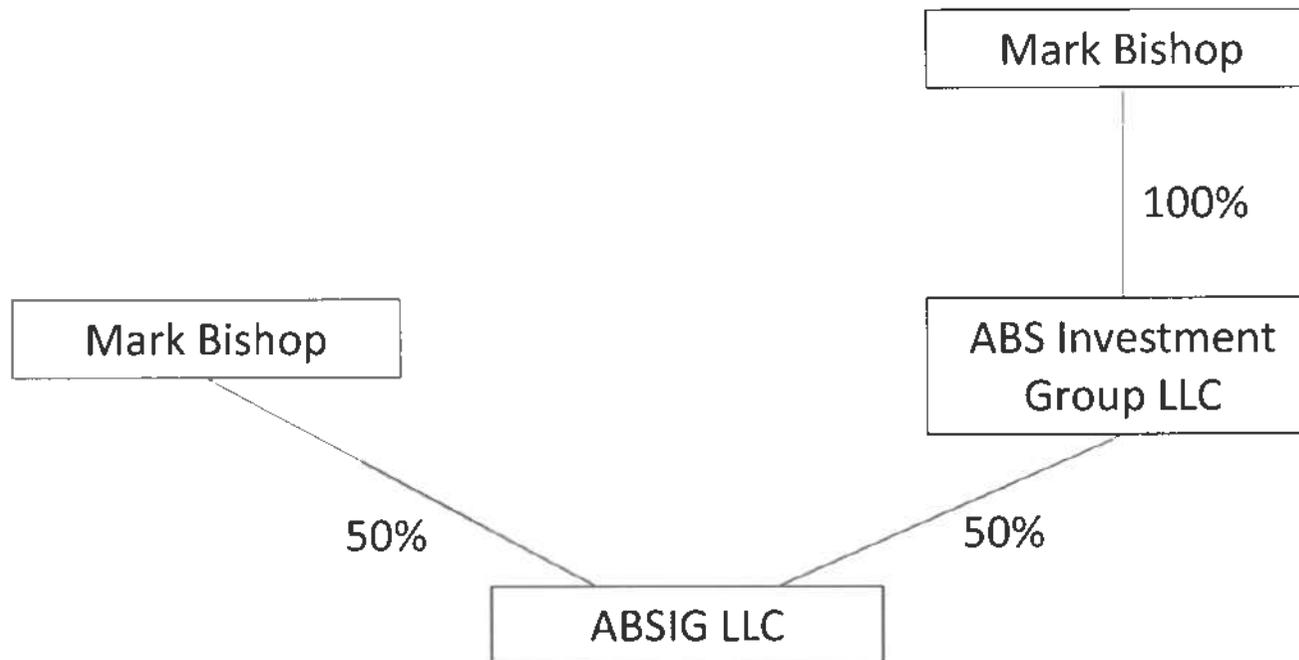
\$ 7,679,127

ABS Investment Group
STATEMENT OF INCOME
FOR THE YEAR ENDED JUNE 30, 2012

Ordinary Income/Expense:

<i>Income</i>	
40000 · Interest Income	
42200 · Interest Income	\$ 55,250
42230 · Consulting Fees	205,000
Total Income	<u>260,250</u>
<i>Expense</i>	
60000 · Professional Services	
60100 · Accounting	18,000
60400 · Contract Services	16,250
Total 60000 · Professional Services	<u>34,250</u>
61000 · Advertising / Promotion	10,540
61800 · Data Services	9,640
Total Expense	<u>54,430</u>
<i>Net Ordinary Income</i>	
Net Income	<u>\$ 205,820</u>

Ownership structure



Appendix 5

J. Thomas Epperson & Co
CERTIFIED PUBLIC ACCOUNTANTS

22361 Ridgebrook Drive
Mission Viejo, California 92692
(503) 510-9198
epperjt@gmail.com

Charlotta Olsson, Lindahl,
Master Samuelsgatan 20
Stockholm SE-101 39
Sweden

Dear Ladies and Gentlemen

Please allow this letter to confirm that I have represented ABSIG LLC since its inception in 2008. I have handled all Tax and Accounting matters since that time. I am also familiar with the pending acquisition of "Traction" and how it will be financed.

ABSIG LLC will acquire "Traction" and finance its ongoing operations from current and retained earnings.

The transfer of monies for the acquisition of "Traction" and for operational funds will be an international wire, transferred from ABSIG's bank account at Commerce West Bank, Irvine, California to the appropriate accounts in Sweden.

I can certify that aforementioned transaction and its structure is accurate and will be consummated as outlined above.

Should you have any questions or concerns, please do not hesitate to contact me. Thank You.

Sincerely,

 7/18/2012

J Thomas Epperson, CPA

Specification of the information to be submitted to Finansinspektionen for an ownership assessment – Natural person

(Mark Bishop)

If Finansinspektionen's permission is required for acquisition of shares in a financial company, natural persons who intend to make a direct or indirect acquisition are required to submit the information set forth in the following specification.

The information shall also be submitted by natural persons who have a qualifying holding¹ in a company applying for permission to conduct financial operations. The target company in this context refers to the company applying for permission to conduct operations. Acquirer refers to the natural owner of the company applying for permission to conduct operations.

Section 1

Information on the contact person (incl. name, title, address, telephone number, e-mail and fax).

Mark Bishop, Managing Director
ABSIG LLC
1176 Main Street, Suite 300
Irvine, California 92614

Information on which company the acquisition refers to.

Traction Fonder AB

Information on who is the acquirer.

If the acquirer resides in Sweden:

name

Mark Bishop

civic registration number

address

Local address: Tegnergatan 5, 3 tr, Stockholm, 11140 Sweden

telephone number

+4670 993 35 38

+1 949 678 9574

If the acquirer resides in a country outside of Sweden.

name

Mark Bishop

any civic registration number

Social Security Number 553 19 5111

○

date of birth

May 12, 1956

○

place of birth

Pasadena, California, USA

○

passport number

483736413

○

address

93 Ritz Cove, Dana Point, California 92629

○

telephone number

+1 949 678 9574

○

information on any previous nationalities and any former names

none

○

certified copy of an identity document

[copy of passport attached] Appendix 1

A CV stating relevant education, working experience and other assignments.

[copy of CV attached] Appendix 2

† A direct or indirect ownership in a company where the holding represents ten per cent or more of the share capital or the voting capital or where the holding otherwise renders it possible to exercise a significant influence over the management of the company. The estimate of the holding shall be done in the manner stated in respective operating legislation.

² What is considered to constitute control is stated in Section 4.

³ Joint interest which can affect the influence refers, for example, to shareholders agreements or other agreements regarding joint ownership.

⁴ The definition of control is taken from Chapter 1, section 4 of the Annual Accounts Act (1995:1554).

Information about the acquirer's operations.

[ABSIG Presentation, including 2011 fund results is attached hereto]

Appendix 3

The acquirer is ABSIG LLC, however a financial statement for 1) Mark Bishop, 2) ABS Investment Group, and 3) ABSIG LLC are attached:

- incomes (both their amounts and the origin of the incomes),

Mark Bishop: 2011 net income \$288,000. The source of this income is salary paid by ABSIG LLC.

ABS Investment Group: 2011 net income \$205,820. The source of this income is trading fees of asset-backed securities between approved banks, investment banks, and regional brokers.

Balance Sheet - Mark Bishop, Appendix 4

ABSIG LLC: 2011 net income \$455,039. The source of this income is "excess interest" income. This is ABSIG LLC's agreed to compensation per its Offering Memorandums and Partnership Agreements on the various funds it manages on behalf of investors.

- assets and debts and guarantee commitments,

Mark Bishop, ABS Investment Group, and ABSIG LLC do not offer personal or corporate guarantees.

- guarantees and other commitments.

Mark Bishop, ABS Investment Group, and ABSIG LLC do not offer personal or corporate guarantees. However, ABSIG LLC's co-investment in the funds that it manages are subordinated to the investors of the various Limited Partnerships in order to provide additional credit enhancement and security to the investors.

Other factors also affecting the financial position shall be stated.

- A description or an outline of the entire ownership chain, any group or conglomerate, pre- or post-acquisition.

[a description of the Ownership Structure is attached]

Appendix 5

- The ownership shares shall be stated in per cent in relation to the number of ownership shares issued. If the number of voting rights differs from the number of ownership shares, the number of votes in per cent in relation to total voting rights shall be stated. State as well owners who have a significant influence over the company in any other manner.

- Specify for each company in the ownership chain and companies within any group or conglomerate, post-acquisition, companies which are financial, insurance or combined financial holding companies, companies under supervision, such as insurance companies, credit institutions, investment firms, fund management companies, etc., and other companies and their operations.

- Specify as well any financial groups, insurance groups and financial conglomerates and in these cases also the companies which are included in the companies in the group/conglomerate.

-

Specify as well in which country the company has its registered office and the supervisory authority in the home country of the company which is under supervision.

Information on in which companies the acquirer is appointed as:

a board member

managing director or deputy managing director

(incl. the type of operations, the company's registered office and position).

Information on in which company the acquirer has ownership that entails control ² (including the operation's type, the company's registered office and shares in per cent).

Information on whether there is any close relation to the acquirer who holds ownership shares in the company which the acquisition refers to (the target company), or in another company which in turn has ownership shares in the target company. Also any other financial relations between the aforementioned shall be specified.

None

Information on whether the acquirer has any form of joint interests with the following persons who can affect the influence in the company to which the acquisition refers to (the target company):

other shareholders.

- any other person or company that without being a shareholder has the opportunity to exercise equivalent influence over the target company or
- managing director, or his or her deputy or board member.

None

Information on any conflicts of interest which may arise in conjunction with the acquisition and an account of how these shall be managed.

Mark Bishop, as an individual, can have no conflicts of interest in conjunction with the acquisition of Traction Fonder AB.

ABSIG LLC can have no conflicts of interest in conjunction with the acquisition of Traction Fonder AB, since ABSIG LLC only manages the funds of specific limited partnerships located in the United States and Canada. There is no intention for ABSIG LLC at any time in the future to become involved in fund management in Sweden.

ABS Investment Group ("ABS") may have a conflict of interest in conjunction with the acquisition of Traction Fonder AB due to the fact that ABS is in the business of actively trading mortgage-backed securities, and such type of securities may also be a small part of Traction Fonder AB's fund portfolio. Nevertheless, ABS may perform analytical services to Traction Fonder AB for its due-diligence process regarding mortgage-backed securities, but Traction Fonder AB may not purchase from or sell to any entity or person that has any common ownership of any sort, or poses any potential conflict of interest. Therefore, Traction Fonder AB will not trade, buy or sell with ABS.

Information (including a description of the circumstances) on the acquirer:

- during the past ten years has been sentenced in a Swedish or foreign court for, or formally charged as a suspect of, financial crime of which imprisonment is included in the range of penalties specified for the crime.

None

- during the past ten years has been convicted to imprisonment by a Swedish or foreign court for another crime than those stated above.

None

- over the past five years has been a member of a board of directors in an operating company and has not been granted a release from liability

None

- during the past five years has been dismissed from a position in a financial company.

None

- during the past five years has been dismissed from employment as a senior executive or an engagement as

a board member or auditor in another operating company.

None



Information (incl. a description of the circumstances) on the acquirer or – which the person is aware of – any company in which the acquirer is or has been a senior executive or board member, alternatively has or has had control of:



during the past five years has been (or is) involved in any civil or administrative legal process in a court or arbitration board which obviously has no significance for the ownership assessment,

None



during the past five years has been (or is) the subject of a composition or company reorganisation, was placed into insolvent liquidation or the equivalent in a foreign country,

None



during the past ten years has been subject to sanctions by a competent supervisory authority in Sweden or a foreign country,

None



during the past ten years in Sweden or a foreign country has had an application rejected, been excluded or in any other way limited in terms of the right to conduct operations or a profession which requires permission, registration or such of the competent authority, organisation or equivalent body.

None



during the past ten years has been the subject of a suitability assessment by a foreign financial supervisory authority.

None

Section 2

Information on the size of the holding that the acquirer intends to acquire in the target company. The number of ownership shares shall be stated in per cent in relation to the number of ownership shares issued. State the number of ownership shares pre- and post-acquisition (direct and indirect). If the number of voting rights differs from the number of ownership shares, please state as well the number of votes in percent in relation to the total voting rights.

Acquirer (ABSIG LLC) seeks to acquire 100% of Traction Fonder AB's shares.

Information on the estimated acquisition date.

The acquisition should be completed immediately upon FI's approval of ABSIG LLC's acceptability as owner of the shares of Traction Fonder AB. It is expected that such approval may occur prior to October 31, 2012.

Information on the purpose of the acquisition.

The purpose of the acquisition is generate revenue and profits for Traction and the shareholders, through proper management of the Fund company (target). It is anticipated that the disciplines utilized in operating small funds (heavy analytical due diligence, preservation of capital, cash-on-cash returns, appreciation, seeking above peer group returns, and adherence to the disciplines of the business plan) will protect and secure investor capital and provide for above market returns, allowing Traction to compete with larger Fund companies and Banks.

Section 3

Information on how the acquisition is intended to be financed and a description of where the money derives from. Append documentation which attests this or a signed statement from an authorised public accountant.

[Certification from accountant that ABSIG shall utilize its retained earnings in order to acquire Traction and fund its operations.]

Appendix 6

Information on how the transfer of the money will take place, from the financing source to the final recipient of the payment.

[The transfer of money for the acquisition of Traction and operational funds, will be international wire transferred from ABSIG's account at Commerce West Bank, Irvine, California to the appropriate accounts in Sweden.]

Information on whether there is any cooperation with a natural or legal person in terms of the financing of the acquisition.

[There will be no financing outside of ABSIG.]

Section 4

If the acquisition means that the acquirer gains control of the target company, then this information shall be provided as set forth under 4.1.

An acquirer has control of the target company if the acquirer directly or indirectly receives the majority of the votes or shares. Furthermore, an acquirer has control of the target company if they are shareholders and;

- have the right to appoint or dismiss a majority of the members of the target company's administrative body, managerial body or supervisory board or
- through agreements with other partners of the target company control more than half of the votes for all shares or participations.

If the acquisition does not lead to control of the target company but that the share amounts to 20 per cent or more, the information set forth under 4.2. shall be provided.

If the acquisition means that the holding amounts to less than 20 per cent but remains a qualifying holding, the information set forth under 4.3 shall be provided.

Please note, however, that if Finansinspektionen requires additional information for its assessment of the acquirer's suitability, Finansinspektionen can request information to be submitted regardless of that stated above in accordance with sections 4.1 or 4.2.

4.1 Qualifying ownership which entails control

Append a business plan which contains:

[Business plan of Traction Fonder AB is attached hereto] Appendix 7

4.1.1. A strategic development plan with a description of:

- a) the objectives of the acquisition and how these will be attained,
- b) financial goals of the acquisition,
- c) planned changes of the operations, e.g. products, customers and any transfer of assets,
- d) planned integration of the target company in the acquiring corporate group
- e) information regarding the acquirer's intention and ability to inject capital to the target company if such would be required.

4.1.2. Forecasts for the next three years, both for the target company and any group which the target company belongs to, for:

- a) balance sheet and profit and loss accounts,
- b) significant key ratios
- c) solvency or capital requirement calculation (including an internal capital adequacy assessment, so-called ICAAP).

4.1.3. A description of how the acquisition will affect governance and organisation in the target company. Specify in particular whether the acquisition is going to affect:

- a) structure of the board of directors and corporate management,
- b) the organisation's operative structure (append the organisation chart),
- c) outsourced operations.

4.2 Qualifying ownership which doesn't entail control, but amounts to 20 per cent or more

Append the following:

- a) information on whether the acquirer intends in the foreseeable future to increase or decrease his or her holdings in the target company,
- b) information on whether the acquirer intends to act as an active minority owner and in such a case the basis for this,
- c) information on whether the acquisition means that the target company, together with the acquirer, will be a part of a financial group or insurance group and forecasts for the group consisting of:
 - balance sheet and profit and loss accounts,

- significant key ratios,
 - solvency or capital requirement calculation (including an internal capital adequacy assessment, so-called ICAAP).

4.3 Qualifying ownership that is less than 20 per cent

Append the following:

information on whether the acquirer intends within the foreseeable future to increase or decrease his or her holding in the target company and

information on whether the acquirer intends to act as an active minority shareholder and in such a case which objectives the acquirer has.

About the application

The application shall be signed by the acquirer, certifying that the information provided is correct and complete.

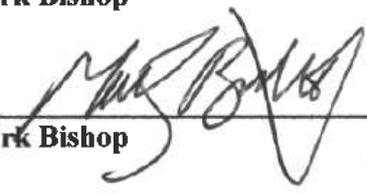
In the event that identical information has already been submitted to Finansinspektionen in another matter, please refer to this by stating the registration number and what information it deals with.

Please note: In conjunction with the ownership assessment, Finansinspektionen will obtain information from, e.g. Rikspolisstyrelsen (Swedish National Police Board), Bolagsverket (Swedish Companies Registration Office), Skatteverket (Swedish National Tax Board) and Kronofogdemyndigheten (Swedish Enforcement Authority).

Please note: In conjunction with the ownership assessment, Finansinspektionen will obtain information from, e.g. Rikspolisstyrelsen (Swedish National Police Board), Bolagsverket (Swedish Companies Registration Office), Skatteverket (Swedish National Tax Board) and Kronofogdemyndigheten (Swedish Enforcement Authority).

The content of this Ownership Assessment Application is approved by:

Mark Bishop



Mark Bishop July 16, 2012

APPENDIX 2
ANSÖKNINGEN

Ink. 2012 -07- 20

CV
MARK BISHOP
January 2012

Dnr.

Mark Bishop, Managing Director and CEO of ABSIG LLC and ABS Investment Group (ABSIG): Mr. Bishop has 25 years of experience as a leader in the mortgage securitization markets. His Wall Street career began with Drexel Burnham Lambert, structuring and trading high yield bonds, fixed income products, and MBS. Previously, Mr. Bishop was President of Impac Mortgage Acceptance Corporation in Irvine, CA. At Impac, Mr. Bishop oversaw the organization, the purchase of bulk whole-loans, and the subsequent pooling and securitization of non-conforming mortgage debt, with annual volume in excess of \$10 billion in the years 2001 to 2006.

ABSIG was founded in October 2007 with Mark Bishop as a founding partner. Mr. Bishop and the rest of the management team have been responsible for creating many of the securities that ABSIG actively trades today. ABSIG manages Funds based in the United States and Canada, and accounts for both U.S. and non-U.S. investors, employing a variety of investment strategies. ABSIG has generated returns for its funds investors in excess of its peer group in every year since 2007. Additionally, the Firm invests its capital alongside its clients' capital.

ABSIG manages its Funds, pursuing a relative value investment strategy with the objective of capturing a stable and reliable income stream, minimizing return volatility over time, and capturing significant capital appreciation. The Firm holds positions in mortgage-backed securities. ABSIG utilizes sophisticated underwriting and cash flow models, including proprietary systems to ensure all investments outperform market expectations and its peer group, and hedge against changes in interest rates and other market events.

ABSIG's MBS trading and fund management experience, and analytical skills are at the industry's cutting edge as viewed from either the buy or sell side of the market. Prior to forming ABSIG, six members of the management team constituted the nucleus of Impac Mortgage Holding's MBS trading and research group. The management team's members have obtained academic training in economics, mathematics and engineering.

HISTORY:**May 2006 to Present****ABSIG LLC – 1176 Main Street, Suite 300, Irvine CA 92614**

President; ABSIG LLC ("ABSIG") is managed by a highly skilled team of professionals with several decades of experience in the M&A, capital markets, and securities industry. Their depth of experience ranges from fund management, analyzing and underwriting, aggregating, structuring, securitizing, trading and operations. Their combined experience transcends the entire array of the equity and capital markets, and has allowed ABSIG to build a solid value-driven platform, and continuously provide the Company and its investors with a consistent and reliable above market return. ABSIG has managed funds in excess of \$250 million, in the United States and Canada. ABSIG has generated returns in excess of its peer group in every year since 2007.

March 2009 to November 2009**KOENIGSEGG GROUP AB – Valhall Park, Angelholm, Sweden 26274**

Manager, Director, Capital Markets, Shareholder; Koenigsegg Group was developed for the sole purpose of the acquisition of SAAB from GM. Mr. Bishop secured the commitment from GM to purchase SAAB, transferred the commitment to Koenigsegg Group and was responsible for strategic planning, capital markets, including all negotiations with Sovereigns, GM, NDO and EIB. Mr. Bishop developed a significantly scaled back business plan and a fundamental approach to the automotive industrial business. Right-sized volume was met with reduced operating expenses to achieve a break-even point utilizing existing resources. Future models, innovation, growth and employment opportunities for Vastra Gotaland would be made available through retained earnings. The business and variations of the

- business plan, rights title and interest were transferred to Spyker in November 2009.
- June 2006 to November 2009** KOENIGSEGG AUTOMOTIVE AB – Valhall Park, 26274 Angelholm, Sweden
- Vice President, Capital Markets, Shareholder;** Mr. Bishop was responsible for strategic planning of the Company, involved in generating IPO offers for the Company and capital raising. Koenigsegg Automotive AB has established itself as a leading edge and an important brand in the Supercar market segment. This segment is one of the most profitable within the automotive industry offering high secular growth and pricing power. Koenigsegg successfully completed the entrepreneurial early-stage, obtained approved and tested products and entered a growth phase, during this period. The management of Koenigsegg, and the group around it, has a proven track record of automotive experience, strong entrepreneurial and technical skills, and low volume sports cars production experience for large car manufacturers.
- September 2001 to April 2006** NOVELLE FINANCIAL SERVICES – 15050 Avenue of Science Suite 101, San Diego, California 92122
- President;** Mr. Bishop purchased and managed this nationwide mortgage loan wholesale and retail origination platform. Volume in excess of \$1.5 billion annually. This residential mortgage company incorporated web-based loan decisioning and operating technology (“IDASL” and “ONE”) and high customer service levels to offer a deep “one-stop” product line and an aggressive growth plan.
- October 2000 to April 2005** IMPAC MORTGAGE ACCEPTANCE CORP. – 1401 Dove Street, Newport Beach, CA 92660
- President;** Investment banking, bulk whole-loan purchasing and subsequent pooling and securitization of non-conforming mortgage loans, with volume in excess of \$2 billion annually. Utilized web-based pricing systems and operating technology (“IDASL”).
- December 1988 to September 2000** BRENTWOOD FINANCIAL GROUP (“BFG”) – 7310 Miramar Rd., San Diego, CA 92126
- Partner/Founder;** The company engaged in the bulk purchase and subsequent pooling and sales of conforming and non-conforming residential mortgage loans on a national scale. Firm sells all of its acquisitions on a whole-loan, service-released basis, or mortgage-backed securities. Responsibilities extend to the entire operation of the firm, including maintenance of seller and investor relationships, (which include major finance companies, savings banks and investment banks); negotiation of commitments and contracts; mortgage pipeline management (hedging activities); supervision of credit underwriting, collateral review and final loan documentation. Brentwood purchased in excess of \$350 million annually.
- December 1995 to December 1998** FIRST STREET MORTGAGE CORP. – 7310 Miramar Rd., San Diego, CA 92126 – Jacksonville, FL
- Co-Founder and Chairman of the Board;** This residential mortgage loan company originated sub-prime loans nationwide out of 30 retail and wholesale branch offices, with volume in excess of \$120 million per month.

December 1994 to January 1996

COREWEST BANC – 7310 Miramar Rd., San Diego, CA 92126,
Westminster, CA

Co-Founder and Chairman of the Board; This successful mortgage loan company originated residential mortgage loans nationwide. The company was sold to Industry Mortgage Corporation in January, 1996, with volume in excess of \$70 million per month.

January 1984 to November 1988

DREXEL BURNHAM LAMBERT – Beverly Hills, CA

Vice President; Mr. Bishop managed fixed income products and unrated private placements of real estate debt (commercial and residential) with institutional clients in the national secondary mortgage market.

EDUCATION:

B.A., Economics, University of California at Los Angeles (UCLA),
1978

ADDRESS:

707 Broadway, 18th Floor
San Diego, California 92101
USA

Tegnergatan 5, 3tr
11140 Stockholm
Sweden

CONTACT:

+1 949 678 9574
+46 709 93 35 38
mbishop@absig.com

Appendix 4

FINANSINSPEKTIONEN

Ink. 2012 -07- 20

Dnr.

Mark Bishop
BALANCE SHEET
 JUNE 30, 2012

June 30, 2012

Assets:*Current Assets**Checking/Savings*

10200 · Commerce West Bank

Total Checking/Savings

\$ 672,393

Other Current Assets

14900 · Marketable Securities (at lower of cost or market)

Total Other Current Assets

378,950

*Total Current Assets*1,051,343*Other Assets*

17100 · Investment in ABS Investment Group

5,542,732

17200 · Investment in ABSIG, LLC

6,004,141

17300 · Personal Property

200,000

*Total Other Assets*11,746,873**Total Assets**\$ 12,798,216

The accompanying notes are an integral part of these financial statements.

Mark Bishop
BALANCE SHEET
JUNE 30, 2012

June 30, 2012

Liabilities and Equity:*Liabilities**Current Liabilities**Other Current Liabilities*

23200 · Accounts payable

\$ 24,250

23220 · Income taxes

36,490

Total Other Current Liabilities

60,740

Total Current Liabilities

60,740

Accrued taxes on unrealized appreciation

1,800,000

Total Liabilities

1,860,740

*Equity**30100 · ABS Investment Group, LLC*

Net worth, Mark Bishop

Total 30100 · ABS Investment Group, LLC

10,937,476

Total Equity

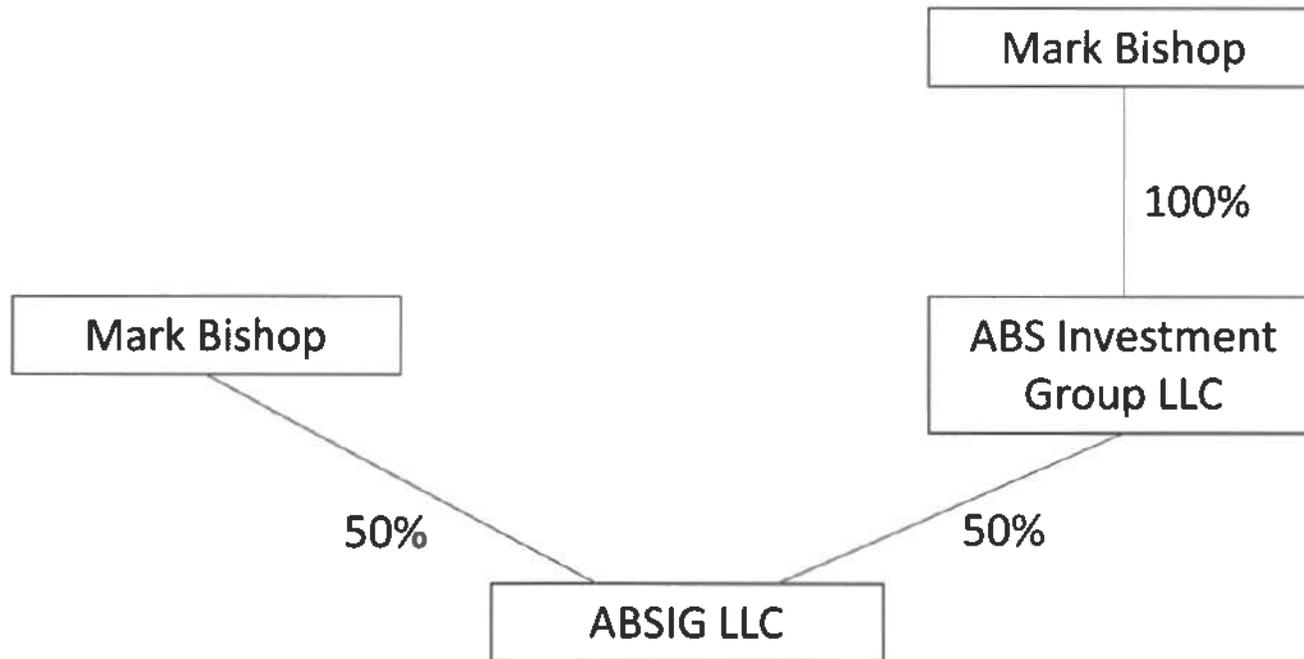
10,937,476

Total liabilities and equity

\$ 12,798,216

The accompanying notes are an integral part of these financial statements.

Ownership structure



FINANSINSPEKTIONEN
Ink. 2012-07-20
Dnr.

Appendix 5

J. Thomas Epperson & Co

CERTIFIED PUBLIC ACCOUNTANTS

22361 Ridgebrook Drive
Mission Viejo, California 92692
(503) 510-9198
epperjt@gmail.com

Charlotta Olsson, Lindahl,
Master Samuelsingatan 20
Stockholm SE-101 39
Sweden

Dear Ladies and Gentlemen

Please allow this letter to confirm that I have represented ABSIG LLC since its inception in 2008. I have handled all Tax and Accounting matters since that time. I am also familiar with the pending acquisition of "Traction" and how it will be financed.

ABSIG LLC will acquire "Traction" and finance its ongoing operations from current and retained earnings.

The transfer of monies for the acquisition of "Traction" and for operational funds will be an international wire, transferred from ABSIG's bank account at Commerce West Bank, Irvine, California to the appropriate accounts in Sweden.

I can certify that aforementioned transaction and its structure is accurate and will be consummated as outlined above.

Should you have any questions or concerns, please do not hesitate to contact me. Thank You.

Sincerely,

 7/18/2012

J Thomas Epperson, CPA



**State of California
Secretary of State**

19

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

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

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED
Secretary of State
State of California
SEP 03 2015

1. LIMITED LIABILITY COMPANY NAME

ABS INVESTMENT GROUP, LLC

Corrected file # is:

200804710300

21/20/PC

This Space For Filing Use Only

File Number and State or Place of Organization

2. SECRETARY OF STATE FILE NUMBER **200804710800**

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

No Change Statement

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

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

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

5. STREET ADDRESS OF PRINCIPAL OFFICE	CITY	STATE	ZIP CODE
3835 Avocado Boulevard, Suite 200	La Mesa	CA	91941

6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5	CITY	STATE	ZIP CODE

7. STREET ADDRESS OF CALIFORNIA OFFICE	CITY	STATE	ZIP CODE
3835 Avocado Boulevard, Suit 200	La Mesa	CA	91941

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

8. NAME	ADDRESS	CITY	STATE	ZIP CODE

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

9. NAME	ADDRESS	CITY	STATE	ZIP CODE
J. Thomas Epperson	P.O. Box 491	Corona Del Mar	CA	92625

10. NAME	ADDRESS	CITY	STATE	ZIP CODE

11. NAME	ADDRESS	CITY	STATE	ZIP CODE

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

12. NAME OF AGENT FOR SERVICE OF PROCESS
J. Thomas Epperson

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
3835 Avocado Boulevard, Suite 200	La Mesa	CA	91941

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY
To purchase, sell and manage assets

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

8/24/15 DATE J. THOMAS EPPERSON MGR TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM J. Thomas Epperson TITLE J. Thomas Epperson SIGNATURE

LLC-12 (REV 01/2014)

APPROVED BY SECRETARY OF STATE

Bilaga 5

Tel: (619) 236-1142
Fax: (619) 233-0700
E-Mail: rpf@rplowell.com

ROBERT P. LOWELL
A PROFESSIONAL CORPORATION
ATTORNEY AT LAW
707 Broadway - Eighteenth Floor
San Diego, California 92101-5314

Our File No.
1347.001

November 27, 2017

Joakim Wittkull, Partner
Skeppsbron Skatt
Skeppsbron 20
Stockholm, SE-11130, Sweden

Re: Annika Olbin Bishop

Dear Joakim Wittkull:

This letter will put into writing several facts about the ownership structure of Twelve Nine LLC and ABS Investment Group LLC. I managed the process for the formation of the two aforementioned LLC's. Mr. Mark Bishop was the Manager and sole owner of both LLC's during the period in question of 2015 and 2016.

Additionally, Mrs Annika Olbin Bishop has never been an owner or an employee of either of the two aforementioned LLC's.

Very truly yours



Robert Lowell
Robert P. Lowell, APC

Board of Directors



Mark Bishop
560512-0000

Managing Director
2012-07-16
(Handlingar till
Finansinspektionen)



John Epperson
000000-0000

Managing
Member
2016-01-19
(Statement of
Information)



ABSIG LLC
EIN-number
26-2582511

50%
2012-07-20
(Handlingar till
Finansinspektionen)

50%
2012-07-20
(Handlingar till
Finansinspektionen)



Mark Bishop
560512-0000



ABS Investment
Group LLC
EIN-number
26-2119490

Owner

FINANSINSPEKTIONEN

Ink. 2012 -07- 2 0

Dnr.

Finansinspektionen
Box 7821
103 97 Stockholm

Stockholm, 20 July 2012

Ownership Assessment

On behalf of our client, ABSIG, LLC we would hereby like to state the following.

On 18 June 2012 Traction Invest AB, reg. no 556504-7999 and ABSIG, LLC signed a share transfer agreement and agreed that Traction Invest AB should transfer 100 % of its shares in Traction Fonder AB, reg. no 556673-5758 to ABSIG, LLC. The closing of the share transfer is conditional upon that ABSIG, LLC and its owners are approved by the Swedish Financial Supervisory Authority (FSA) and we would therefore like to submit the following documents to the FSA.

Appendix A

Ownership Assessment Application Form – ABSIG, LLC

Appendix B

Ownership Assessment Application Form – ABS Investment Group LLC

Appendix C

Ownership Assessment Application Form – Mark Bishop

The business plan of Traction Fonder AB will be forwarded to the FSA my e-mail during the course of next week.

The application fee of SEK 150,000 will be paid to the FSA's account number (Sw. Bankgiro) 5050-6922.

Date as above


Charlotta Olsson

Ink. 2012 -07- 20

Appendix A

Specification 1b

Dnr.

**Specification of the information to be submitted to Finansinspektionen
for an ownership assessment – Legal person**

(ABSIG LLC)

If Finansinspektionen's permission is required for acquisition of shares in a financial company, legal persons who intend to make a direct or indirect acquisition are required to submit the information set forth in the following specification.

The information shall also be submitted by legal persons who have a qualifying holding in a company applying for permission to conduct financial operations. The target company in this context refers to the company applying for permission to conduct operations. Acquiring company refers to the legal owner of the company applying for permission to conduct operations.

Section 1

Information on the contact person

name

Mark Bishop, Managing Director

ABSIG LLC

1176 Main Street, Suite 300

Irvine, California 92614

title

Managing Director

address

1176 Main Street, Suite 300

Irvine, California 92614

telephone number

+1 949 678 9574

+4670 993 35 38

e-mail

mbishop@absig.com

fax.

+1 949 861 6261

Information on which company the acquisition refers to

Fup bilaga 18 Del 1

Traction Fonder AB

Information on who is the acquirer

the company's complete name

ABSIG LLC

company registration number

EIN number 26-2582511

the head office's address

**1176 Main Street, Suite 300
Irvine, California 92614**

the head office's telephone number.

+1 877 560 6637

Information on the acquirer's operations.

[ABSIG Presentation, including 2011 fund results is attached hereto] Appendix 1

A registration certificate which not more than two months old.

[certificate of good standing is attached hereto] Appendix 2

The last adopted annual accounts.

[financial statement is attached hereto] Appendix 3

Information on any credit rating and credit rating agency.

[not applicable]

Information on who are the board members, managing director and his or her deputy (incl. civic registration number and position). These persons shall also individually submit the information set forth in Specification 1c (ownership assessment) and a CV (including relevant education, working experience and other assignments).

¹ A direct or indirect ownership in a company where the holding represents ten per cent or more of the share capital or the voting capital or where the holding otherwise renders it possible to exercise a significant influence over the management of the company. The estimate of the holding shall be made in the manner stated in respective operating legislation.

² Joint interest which can affect the influence refers, for example, to shareholders agreements or other agreements regarding joint ownership.

A description or an outline of the entire ownership chain, any group or conglomerate, pre- or post-acquisition.

[Ownership Structure is attached hereto] Appendix 4

The ownership shares shall be stated in Appendix 4. The number of ownership shares issued. If the number of voting rights differs from the number of ownership shares, the number of votes in per cent in

relation to total voting rights shall be stated. State as well owners who in any other way have a significant influence over the company.

Specify for each company in the ownership chain and companies within any group or conglomerate, after the acquisition, companies which are financial, insurance or combined financial holding companies, companies under supervision, e.g. insurance companies, credit institutions, investment firms, fund management companies, etc., and other companies and their operations.

Specify as well any financial groups, insurance groups and financial conglomerates and in these cases also the companies which are included in the companies in the group/conglomerate.

Specify as well in which country each company has its registered office and the supervisory authority in the home country of the company which is under supervision.

Information on whether the company has any form of joint interest with the following persons who can affect the influence in the company to which the acquisition refers (the target company):

Mark Bishop, only.

other shareholders.

others entitled to vote.

any other person or company that without being a shareholder has the opportunity to exercise equivalent influence over the target company or

managing director, or his or her deputy or board member.

Information on any conflicts of interest which may arise in conjunction with the acquisition and an account of how these shall be managed.

Mark Bishop, as an individual, can have no conflicts of interest in conjunction with the acquisition of Traction Fonder AB.

ABSIG LLC can have no conflicts of interest in conjunction with the acquisition of Traction Fonder AB, since ABSIG LLC only manages the funds of specific limited partnerships located in the United States and Canada. There is no intention for ABSIG LLC at any time in the future to become involved in fund management in Sweden.

ABS Investment Group ("ABS") may have a conflict of interest in conjunction with the acquisition of Traction Fonder AB due to the fact that ABS is in the business of actively trading mortgage-backed securities, and such type of securities may also be a small part of Traction Fonder AB's fund portfolio. Nevertheless, ABS may perform analytical services to Traction Fonder AB for its due-diligence process regarding mortgage-backed securities, but Traction Fonder AB may not purchase from or sell to any entity or person that has any common ownership of any sort, or posses any potential conflict of interest. Therefore, Traction Fonder AB will not trade, buy or sell with ABS.

Information (incl. a description of the circumstances) on the company:

during the past five years has been (or is) involved in any civil or administrative legal process in a court or arbitration board which obviously has no significance for the ownership assessment.

None

during the past five years has been (or is) the subject of a composition, company reorganisation or the equivalent in a foreign country.

None

during the past ten years has been the subject of a sanction of a competent supervisory authority in Sweden or in a foreign country.

None

during the past ten years in Sweden or in a foreign country has had an application rejected, been excluded or in any other manner limited in terms of the right to conduct operations which require permission, registration or such by the competent authority, organisation or equivalent body,

None

during the past ten years has been the subject of a suitability assessment by a foreign financial supervisory authority.

None

Section 2

Information on the size of the holding that the acquirer intends to acquire in the target company. The number of ownership shares shall be stated in per cent in relation to the number of ownership shares issued. State the number of ownership shares pre- and post-acquisition (direct and indirect). If the number of voting rights differs from the number of ownership shares, please state as well the number of votes in percent in relation to the total voting rights.

Acquirer (ABSIG LLC) seeks to acquire 100% of Traction Fonder AB's shares.

Information on the estimated acquisition date.

The acquisition should be completed immediately upon FI's approval of ABSIG LLC's acceptability as owner of the shares of Traction Fonder AB. It is expected that such approval may occur prior to October 31, 2012.

Information on the purpose of the acquisition.

The purpose of the acquisition is generate revenue and profits for Traction and the shareholders, through proper management of the Fund company (target). It is anticipated that the disciplines utilized in operating small funds (heavy analytical due diligence, preservation of capital, cash-on-cash returns, appreciation, seeking above peer group returns, and adherence to the disciplines of the business plan) will protect and secure investor capital and provide for above market returns, allowing Traction to compete with larger Fund companies and Banks.

Section 3

Information on how the acquisition is intended to be financed and a description of where the money derives from. Append documentation which attests this or a signed statement from an authorised public accountant.

Traction and fund its operations.]

Appendix 5

Information on how the transfer of the money will take place, from the financing source to the final recipient of the payment.

[The transfer of money for the acquisition of Traction and operational funds, will be international wire transferred from ABSIG's account at Commerce West Bank, Irvine, California to the appropriate accounts in Sweden.]

Information on whether there is any cooperation with any company in terms of the financing of the acquisition.

None

Section 4

If the acquisition means that the acquirer gains control of the target company, then this information shall be provided as set forth under 4.1.

An acquirer has control of the target company if the acquirer directly or indirectly receives the majority of the votes or shares. Furthermore, an acquirer has control of the target company if they are shareholders and:

- have the right to appoint or dismiss a majority of the members of the target company's administrative body, managerial body or supervisory board or
- through agreements with other partners of the target company control more than half of the votes for all shares or participations.

3 Specification 1b

If the acquisition does not lead to control of the target company but that the share amounts to 20 per cent or more, the information set forth under 4.2. shall be provided.

If the acquisition means that the holding amounts to less than 20 per cent but remains a qualifying holding, the information set forth under 4.3 shall be provided.

If Finansinspektionen requires additional information for its assessment of the acquirer's suitability, Finansinspektionen can request information to be submitted regardless of that stated above in accordance with sections 4.1 or 4.2.

4.1 Qualifying ownership which entails control

[Business plan of Traction Fonder AB is attached hereto]

Appendix 6

Append a business plan which contains:

1.

A strategic development plan with a description of:

- a) the objectives of the acquisition and how these will be attained,
- b) financial goals of the acquisition,
- c) planned changes of the operations, e.g. products, customers and any transfer of assets,
- d) planned integration of the target company in the acquiring group and
- e) information regarding the acquirer's intention and ability to inject capital to the target company if such would be required.

1.

Forecasts for the next three years, both for the target company and any group which the target company belongs to, for:

- a) balance sheet and profit and loss accounts,
- b) significant key ratios and
- c) solvency or capital requirement calculation (including an internal capital adequacy assessment, so-called ICAAP).

1.

A description of how the acquisition will affect governance and organisation in the target company. Specify whether the acquisition is going to affect:

- a) structure of the board of directors and corporate management,
- b) the organisation's operative structure (append the organisation chart),
- c) outsourced operations.

4 Specification 1b 5

4.2 Qualifying ownership which does not entail control, but which amounts to 20 per cent or more

Append the following information:

a) information on whether the acquirer intends in the foreseeable future to increase or decrease his or her holdings in the target company,

b) information on whether the acquirer intends to act as an active minority owner and in such a case the basis for this,

c) information on whether the acquisition means that the target company, together with the acquirer, will be a part of a financial group or insurance group and forecasts for the group consisting of:

- balance sheet and profit and loss accounts,
- significant key ratios,
- solvency or capital requirement calculation (including an internal capital adequacy assessment, so-called ICAAP).

4.3 Qualifying ownership that is less than 20 per cent

Append the following information:

information on whether the acquirer intends within the foreseeable future to increase or decrease his or her holding in the target company and

information on whether the acquirer intends to act as an active minority shareholder and in such a case which objectives the acquirer has.

About the application

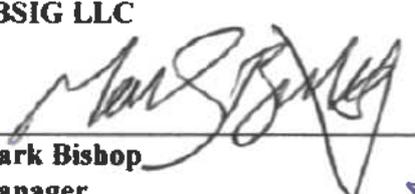
The application shall be signed by the acquirer, certifying that the information submitted is correct and complete.

In the event that identical information has already been submitted to Finansinspektionen in another matter, please refer to this by stating the registration number and what information it deals with.

Please note: In conjunction with the ownership assessment, Finansinspektionen will obtain information from, e.g. Rikspolisstyrelsen (Swedish National Police Board), Bolagsverket (Swedish Companies Registration Office), Skatteverket (Swedish National Tax Board) and Kronofogdemyndigheten (Swedish Enforcement Authority).

The content of this Ownership Assessment Application is approved by:

ABSIG LLC


Mark Bishop
Manager

July 16, 2012

Appendix 2

**State of California
Secretary of State**

FINANSINSPEKTIONEN

Ink. 2012 -07- 20

Dnr.

CERTIFICATE OF STATUS

ENTITY NAME: A.B.S.I.G. LLC

FILE NUMBER: 200807410160
FORMATION DATE: 03/13/2008
TYPE: DOMESTIC LIMITED LIABILITY COMPANY
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of July 16, 2012.

Debra Bowen

DEBRA BOWEN
Secretary of State

EMS

FINANSINSPEKTIONEN

Appendix 3

Ink. 2012 -07- 2 0

Dnr.

J. Thomas Epperson & Co

CERTIFIED PUBLIC ACCOUNTANTS

22361 Ridgebrook Drive
Mission Viejo, California 92692
(503) 510-9198
epperjt@gmail.com

Board of Directors
ABSIG, LLC
Irvine, California

I have reviewed the accompanying balance sheet of ABSIG, LLC (a limited liability company) as of June 30, 2012, and the related statement of income and retained earnings for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the owners of ABSIG, LLC.

A review consists principally of inquiries of Company personnel and analytical procedures to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, I do not express such an opinion.

Based on my review, I am not aware of any material modifications that should be made to the accompanying balance sheet in order for it to be in conformity with generally accepted accounting principles.



J. Thomas Epperson & Co.
July 12, 2012

ABSIG, LLC
BALANCE SHEET
JUNE 30, 2012

June 30, 2012

Assets:

<i>Current Assets</i>	\$
<i>Checking/Savings</i>	
10200 · Commerce West Bank	1,560,475
<i>Total Checking/Savings</i>	1,560,475
 <i>Investment in Mortgage Backed Securities</i>	 5,424,749
 <i>Other Current Assets</i>	
14200 · Due From Team III	1,799
14300 · Due From Fund IV	2,601
14500 · Due From ABS V	1,055,770
14800 · Due From ABS Investment	1,930,515
<i>Total Other Current Assets</i>	2,990,685
 <i>Total Current Assets</i>	 9,975,909
 <i>Other Assets</i>	
17100 · Investment in Team III	797,251
17200 · Investment in Team IV	1,225,473
17300 · Investment in ABS V	1,203,042
<i>Total Other Assets</i>	3,225,766
 <i>Total Assets</i>	 \$ 13,201,675

ABSIG, LLC
BALANCE SHEET
JUNE 30, 2012

June 30, 2012

Liabilities and Equity:

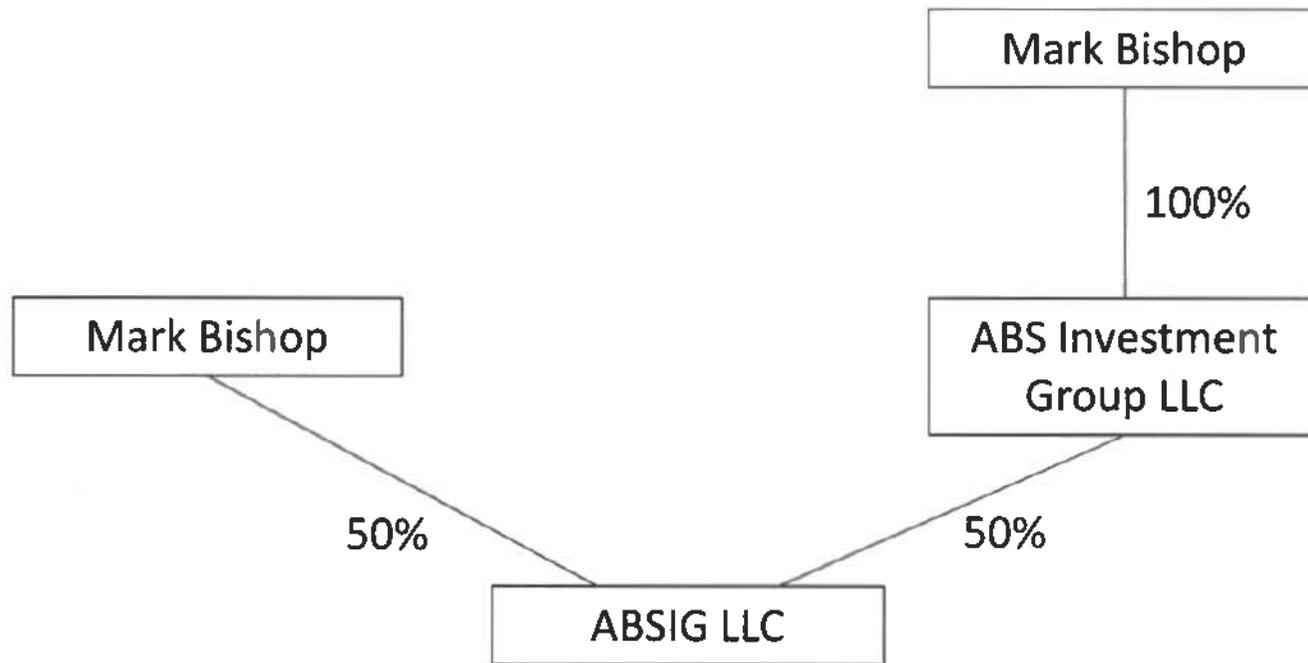
<i>Liabilities</i>	\$
<i>Current Liabilities</i>	
<i>Other Current Liabilities</i>	
23200 · Due to Team Nation III	115,830
23220 · Due to Fund V	1,077,563
<i>Total Other Current Liabilities</i>	<u>1,193,393</u>
<i>Total Current Liabilities</i>	<u>1,193,393</u>
<i>Total Liabilities</i>	<u>1,193,393</u>
<i>Equity</i>	
<i>30100 · ABS Investment Group, LLC</i>	
Members' Equity	
<i>Total 30100 · ABS Investment Group, LLC</i>	11,553,243
<i>Net Income</i>	455,039
<i>Total Equity</i>	<u>12,008,282</u>
<i>Total liabilities and equity</i>	<u>\$ 13,201,675</u>

ABSIG, LLC
STATEMENT OF INCOME
FOR THE SIX MONTHS ENDED JUNE 30, 2012

Ordinary Income/Expense:

<i>Income</i>	\$
<i>40000 · Interest Income</i>	
42200 · Interest Income - Fund III	148,183
42300 · Interest Income - Fund V	25,284
42430 · Interest Inc - IV - Excess	81,346
42440 · Interest Inc - Mortgage Backed Securities	325,485
<i>Total 40000 · Interest Income</i>	580,298
 <i>Total Income</i>	
<i>Expense</i>	
<i>60000 · Professional Services</i>	
60100 · Accounting	25,000
60400 · Contract Services	53,246
<i>Total 60000 · Professional Services</i>	78,246
61000 · Advertising / Promotion	6,000
61500 · Bank charges	2,013
61800 · Data Services	39,000
<i>Total Expense</i>	125,259
 <i>Net Ordinary Income</i>	
<i>Net Income</i>	\$ 455,039

Ownership structure



Appendix 5

J. Thomas Epperson & Co

CERTIFIED PUBLIC ACCOUNTANTS

22361 Ridgebrook Drive
Mission Viejo, California 92692
(503) 510-9198
epperjt@gmail.com

Charlotta Olsson, Lindahl,
Master Samuelsgatan 20
Stockholm SE-101 39
Sweden

Dear Ladies and Gentlemen

Please allow this letter to confirm that I have represented ABSIG LLC since its inception in 2008. I have handled all Tax and Accounting matters since that time. I am also familiar with the pending acquisition of "Traction" and how it will be financed.

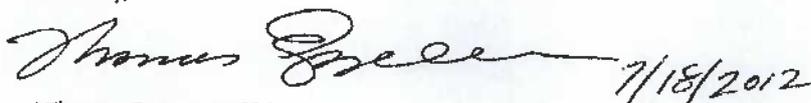
ABSIG LLC will acquire "Traction" and finance its ongoing operations from current and retained earnings.

The transfer of monies for the acquisition of "Traction" and for operational funds will be an international wire, transferred from ABSIG's bank account at Commerce West Bank, Irvine, California to the appropriate accounts in Sweden.

I can certify that aforementioned transaction and its structure is accurate and will be consummated as outlined above.

Should you have any questions or concerns, please do not hesitate to contact me. Thank You.

Sincerely,

 7/18/2012

J Thomas Epperson, CPA

Specification of the information to be submitted to Finansinspektionen for an ownership assessment – Natural person

(Mark Bishop)

If Finansinspektionen's permission is required for acquisition of shares in a financial company, natural persons who intend to make a direct or indirect acquisition are required to submit the information set forth in the following specification.

The information shall also be submitted by natural persons who have a qualifying holding¹ in a company applying for permission to conduct financial operations. The target company in this context refers to the company applying for permission to conduct operations. Acquirer refers to the natural owner of the company applying for permission to conduct operations.

Section 1

Information on the contact person (incl. name, title, address, telephone number, e-mail and fax).

Mark Bishop, Managing Director
ABSIG LLC
1176 Main Street, Suite 300
Irvine, California 92614

Information on which company the acquisition refers to.

Traction Fonder AB

Information on who is the acquirer.

If the acquirer resides in Sweden:

name

Mark Bishop

civic registration number

address

Local address: Tegnergatan 5, 3 tr, Stockholm, 11140 Sweden

telephone number

+4670 993 35 38

+1 949 678 9574

If the acquirer resides in a country outside of Sweden.

name

Mark Bishop

any civic registration number

Social Security Number 553 19 5111

○

date of birth

May 12, 1956

○

place of birth

Pasadena, California, USA

○

passport number

483736413

○

address

93 Ritz Cove, Dana Point, California 92629

○

telephone number

+1 949 678 9574

○

information on any previous nationalities and any former names

none

○

certified copy of an identity document

[copy of passport attached] Appendix 1

A CV stating relevant education, working experience and other assignments.

[copy of CV attached] Appendix 2

† A direct or indirect ownership in a company where the holding represents ten per cent or more of the share capital or the voting capital or where the holding otherwise renders it possible to exercise a significant influence over the management of the company. The estimate of the holding shall be done in the manner stated in respective operating legislation.

² What is considered to constitute control is stated in Section 4.

³ Joint interest which can affect the influence refers, for example, to shareholders agreements or other agreements regarding joint ownership.

⁴ The definition of control is taken from Chapter 1, section 4 of the Annual Accounts Act (1995:1554).

Information about the acquirer's operations.

[ABSIG Presentation, including 2011 fund results is attached hereto]

Appendix 3

The acquirer is ABSIG LLC, however a financial statement for 1) Mark Bishop, 2) ABS Investment Group, and 3) ABSIG LLC are attached:

- incomes (both their amounts and the origin of the incomes),

Mark Bishop: 2011 net income \$288,000. The source of this income is salary paid by ABSIG LLC.

ABS Investment Group: 2011 net income \$205,820. The source of this income is trading fees of asset-backed securities between approved banks, investment banks, and regional brokers.

Balance Sheet - Mark Bishop, Appendix 4

ABSIG LLC: 2011 net income \$455,039. The source of this income is "excess interest" income. This is ABSIG LLC's agreed to compensation per its Offering Memorandums and Partnership Agreements on the various funds it manages on behalf of investors.

- assets and debts and guarantee commitments,

Mark Bishop, ABS Investment Group, and ABSIG LLC do not offer personal or corporate guarantees.

- guarantees and other commitments.

Mark Bishop, ABS Investment Group, and ABSIG LLC do not offer personal or corporate guarantees. However, ABSIG LLC's co-investment in the funds that it manages are subordinated to the investors of the various Limited Partnerships in order to provide additional credit enhancement and security to the investors.

Other factors also affecting the financial position shall be stated.

- A description or an outline of the entire ownership chain, any group or conglomerate, pre- or post-acquisition.

[a description of the Ownership Structure is attached]

Appendix 5

- The ownership shares shall be stated in per cent in relation to the number of ownership shares issued. If the number of voting rights differs from the number of ownership shares, the number of votes in per cent in relation to total voting rights shall be stated. State as well owners who have a significant influence over the company in any other manner.

- Specify for each company in the ownership chain and companies within any group or conglomerate, post-acquisition, companies which are financial, insurance or combined financial holding companies, companies under supervision, such as insurance companies, credit institutions, investment firms, fund management companies, etc., and other companies and their operations.

- Specify as well any financial groups, insurance groups and financial conglomerates and in these cases as the companies which are included in the companies in the group/conglomerate.

-

Specify as well in which country the company has its registered office and the supervisory authority in the home country of the company which is under supervision.

Information on in which companies the acquirer is appointed as:

a board member

managing director or deputy managing director

(incl. the type of operations, the company's registered office and position).

Information on in which company the acquirer has ownership that entails control ² (including the operation's type, the company's registered office and shares in per cent).

Information on whether there is any close relation to the acquirer who holds ownership shares in the company which the acquisition refers to (the target company), or in another company which in turn has ownership shares in the target company. Also any other financial relations between the aforementioned shall be specified.

None

Information on whether the acquirer has any form of joint interests with the following persons who can affect the influence in the company to which the acquisition refers to (the target company):

other shareholders.

- any other person or company that without being a shareholder has the opportunity to exercise equivalent influence over the target company or
- managing director, or his or her deputy or board member.

None

Information on any conflicts of interest which may arise in conjunction with the acquisition and an account of how these shall be managed.

Mark Bishop, as an individual, can have no conflicts of interest in conjunction with the acquisition of Traction Fonder AB.

ABSIG LLC can have no conflicts of interest in conjunction with the acquisition of Traction Fonder AB, since ABSIG LLC only manages the funds of specific limited partnerships located in the United States and Canada. There is no intention for ABSIG LLC at any time in the future to become involved in fund management in Sweden.

ABS Investment Group ("ABS") may have a conflict of interest in conjunction with the acquisition of Traction Fonder AB due to the fact that ABS is in the business of actively trading mortgage-backed securities, and such type of securities may also be a small part of Traction Fonder AB's fund portfolio. Nevertheless, ABS may perform analytical services to Traction Fonder AB for its due-diligence process regarding mortgage-backed securities, but Traction Fonder AB may not purchase from or sell to any entity or person that has any common ownership of any sort, or poses any potential conflict of interest. Therefore, Traction Fonder AB will not trade, buy or sell with ABS.

Information (including a description of the circumstances) on the acquirer:

- during the past ten years has been sentenced in a Swedish or foreign court for, or formally charged as a suspect of, financial crime of which imprisonment is included in the range of penalties specified for the crime.

None

- during the past ten years has been convicted to imprisonment by a Swedish or foreign court for another crime than those stated above.

None

- over the past five years has been a member of a board of directors in an operating company and has not been granted a release from liability

None

- during the past five years has been dismissed from a position in a financial company.

None

- during the past five years has been dismissed from employment as a senior executive or an engagement as

a board member or auditor in another operating company.

None



Information (incl. a description of the circumstances) on the acquirer or – which the person is aware of – any company in which the acquirer is or has been a senior executive or board member, alternatively has or has had control of:



during the past five years has been (or is) involved in any civil or administrative legal process in a court or arbitration board which obviously has no significance for the ownership assessment,

None



during the past five years has been (or is) the subject of a composition or company reorganisation, was placed into insolvent liquidation or the equivalent in a foreign country,

None



during the past ten years has been subject to sanctions by a competent supervisory authority in Sweden or a foreign country,

None



during the past ten years in Sweden or a foreign country has had an application rejected, been excluded or in any other way limited in terms of the right to conduct operations or a profession which requires permission, registration or such of the competent authority, organisation or equivalent body.

None



during the past ten years has been the subject of a suitability assessment by a foreign financial supervisory authority.

None

Section 2

Information on the size of the holding that the acquirer intends to acquire in the target company. The number of ownership shares shall be stated in per cent in relation to the number of ownership shares issued. State the number of ownership shares pre- and post-acquisition (direct and indirect). If the number of voting rights differs from the number of ownership shares, please state as well the number of votes in percent in relation to the total voting rights.

Acquirer (ABSIG LLC) seeks to acquire 100% of Traction Fonder AB's shares.

Information on the **estimated acquisition date**.

The acquisition should be completed immediately upon FI's approval of ABSIG LLC's acceptability as owner of the shares of Traction Fonder AB. It is expected that such approval may occur prior to October 31, 2012.

Information on the **purpose of the acquisition**.

The purpose of the acquisition is generate revenue and profits for Traction and the shareholders, through proper management of the Fund company (target). It is anticipated that the disciplines utilized in operating small funds (heavy analytical due diligence, preservation of capital, cash-on-cash returns, appreciation, seeking above peer group returns, and adherence to the disciplines of the business plan) will protect and secure investor capital and provide for above market returns, allowing Traction to compete with larger Fund companies and Banks.

Section 3

Information on how the **acquisition is intended to be financed** and a description of where the money derives from. Append documentation which attests this or a signed statement from an authorised public accountant.

[Certification from accountant that ABSIG shall utilize its retained earnings in order to acquire Traction and fund its operations.]

Appendix 6

Information on how the **transfer of the money will take place**, from the financing source to the final recipient of the payment.

[The transfer of money for the acquisition of Traction and operational funds, will be international wire transferred from ABSIG's account at Commerce West Bank, Irvine, California to the appropriate accounts in Sweden.]

Information on whether there is any **cooperation with a natural or legal person in terms of the financing of the acquisition**.

[There will be no financing outside of ABSIG.]

Section 4

If the acquisition means that the acquirer gains control⁴ of the target company, then this information shall be provided as set forth under 4.1.

An acquirer has control of the target company if the acquirer directly or indirectly receives the majority of the votes or shares. Furthermore, an acquirer has control of the target company if they are shareholders and;

- have the right to appoint or dismiss a majority of the members of the target company's administrative body, managerial body or supervisory board or
- through agreements with other partners of the target company control more than half of the votes for all shares or participations.

If the acquisition does not lead to control of the target company but that the share amounts to 20 per cent or more, the information set forth under 4.2. shall be provided.

If the acquisition means that the holding amounts to less than 20 per cent but remains a qualifying holding, the information set forth under 4.3 shall be provided.

Please note, however, that if Finansinspektionen requires additional information for its assessment of the acquirer's suitability, Finansinspektionen can request information to be submitted regardless of that stated above in accordance with sections 4.1 or 4.2.

4.1 Qualifying ownership which entails control

Append a business plan which contains:

[Business plan of Traction Fonder AB is attached hereto] Appendix 7

4.1.1. A strategic development plan with a description of:

- a) the objectives of the acquisition and how these will be attained,
- b) financial goals of the acquisition,
- c) planned changes of the operations, e.g. products, customers and any transfer of assets,
- d) planned integration of the target company in the acquiring corporate group
- e) information regarding the acquirer's intention and ability to inject capital to the target company if such would be required.

4.1.2. Forecasts for the next three years, both for the target company and any group which the target company belongs to, for:

- a) balance sheet and profit and loss accounts,
- b) significant key ratios
- c) solvency or capital requirement calculation (including an internal capital adequacy assessment, so-called ICAAP).

4.1.3. A description of how the acquisition will affect governance and organisation in the target company. Specify in particular whether the acquisition is going to affect:

- a) structure of the board of directors and corporate management,
- b) the organisation's operative structure (append the organisation chart),
- c) outsourced operations.

4.2 Qualifying ownership which doesn't entail control, but amounts to 20 per cent or more

Append the following:

- a) information on whether the acquirer intends in the foreseeable future to increase or decrease his or her holdings in the target company,
- b) information on whether the acquirer intends to act as an active minority owner and in such a case the basis for this,
- c) information on whether the acquisition means that the target company, together with the acquirer, will be a part of a financial group or insurance group and forecasts for the group consisting of:
 - balance sheet and profit and loss accounts,

- significant key ratios,
 - solvency or capital requirement calculation (including an internal capital adequacy assessment, so-called ICAAP).

4.3 Qualifying ownership that is less than 20 per cent

Append the following:

information on whether the acquirer intends within the foreseeable future to increase or decrease his or her holding in the target company and

information on whether the acquirer intends to act as an active minority shareholder and in such a case which objectives the acquirer has.

About the application

The application shall be signed by the acquirer, certifying that the information provided is correct and complete.

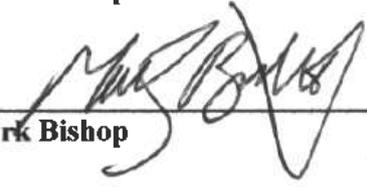
In the event that identical information has already been submitted to Finansinspektionen in another matter, please refer to this by stating the registration number and what information it deals with.

Please note: In conjunction with the ownership assessment, Finansinspektionen will obtain information from, e.g. Rikspolisstyrelsen (Swedish National Police Board), Bolagsverket (Swedish Companies Registration Office), Skatteverket (Swedish National Tax Board) and Kronofogdemyndigheten (Swedish Enforcement Authority).

Please note: In conjunction with the ownership assessment, Finansinspektionen will obtain information from, e.g. Rikspolisstyrelsen (Swedish National Police Board), Bolagsverket (Swedish Companies Registration Office), Skatteverket (Swedish National Tax Board) and Kronofogdemyndigheten (Swedish Enforcement Authority).

The content of this Ownership Assessment Application is approved by:

Mark Bishop



Mark Bishop July 16, 2012

APPENDIX 2
ANSÖKNINGEN

Ink. 2012 -07- 20

CV
MARK BISHOP
January 2012

Dnr.

Mark Bishop, Managing Director and CEO of ABSIG LLC and ABS Investment Group (ABSIG): Mr. Bishop has 25 years of experience as a leader in the mortgage securitization markets. His Wall Street career began with Drexel Burnham Lambert, structuring and trading high yield bonds, fixed income products, and MBS. Previously, Mr. Bishop was President of Impac Mortgage Acceptance Corporation in Irvine, CA. At Impac, Mr. Bishop oversaw the organization, the purchase of bulk whole-loans, and the subsequent pooling and securitization of non-conforming mortgage debt, with annual volume in excess of \$10 billion in the years 2001 to 2006.

ABSIG was founded in October 2007 with Mark Bishop as a founding partner. Mr. Bishop and the rest of the management team have been responsible for creating many of the securities that ABSIG actively trades today. ABSIG manages Funds based in the United States and Canada, and accounts for both U.S. and non-U.S. investors, employing a variety of investment strategies. ABSIG has generated returns for its funds investors in excess of its peer group in every year since 2007. Additionally, the Firm invests its capital alongside its clients' capital.

ABSIG manages its Funds, pursuing a relative value investment strategy with the objective of capturing a stable and reliable income stream, minimizing return volatility over time, and capturing significant capital appreciation. The Firm holds positions in mortgage-backed securities. ABSIG utilizes sophisticated underwriting and cash flow models, including proprietary systems to ensure all investments outperform market expectations and its peer group, and hedge against changes in interest rates and other market events.

ABSIG's MBS trading and fund management experience, and analytical skills are at the industry's cutting edge as viewed from either the buy or sell side of the market. Prior to forming ABSIG, six members of the management team constituted the nucleus of Impac Mortgage Holding's MBS trading and research group. The management team's members have obtained academic training in economics, mathematics and engineering.

HISTORY:**May 2006 to Present****ABSIG LLC – 1176 Main Street, Suite 300, Irvine CA 92614**

President; ABSIG LLC ("ABSIG") is managed by a highly skilled team of professionals with several decades of experience in the M&A, capital markets, and securities industry. Their depth of experience ranges from fund management, analyzing and underwriting, aggregating, structuring, securitizing, trading and operations. Their combined experience transcends the entire array of the equity and capital markets, and has allowed ABSIG to build a solid value-driven platform, and continuously provide the Company and its investors with a consistent and reliable above market return. ABSIG has managed funds in excess of \$250 million, in the United States and Canada. ABSIG has generated returns in excess of its peer group in every year since 2007.

March 2009 to November 2009**KOENIGSEGG GROUP AB – Valhall Park, Angelholm, Sweden 26274**

Manager, Director, Capital Markets, Shareholder; Koenigsegg Group was developed for the sole purpose of the acquisition of SAAB from GM. Mr. Bishop secured the commitment from GM to purchase SAAB, transferred the commitment to Koenigsegg Group and was responsible for strategic planning, capital markets, including all negotiations with Sovereigns, GM, NDO and EIB. Mr. Bishop developed a significantly scaled back business plan and a fundamental approach to the automotive industrial business. Right-sized volume was met with reduced operating expenses to achieve a break-even point utilizing existing resources. Future models, innovation, growth and employment opportunities for Vastra Gotaland would be made available through retained earnings. The business and variations of the

- business plan, rights title and interest were transferred to Spyker in November 2009.
- June 2006 to November 2009** KOENIGSEGG AUTOMOTIVE AB – Valhall Park, 26274 Angelholm, Sweden
Vice President, Capital Markets, Shareholder; Mr. Bishop was responsible for strategic planning of the Company, involved in generating IPO offers for the Company and capital raising. Koenigsegg Automotive AB has established itself as a leading edge and an important brand in the Supercar market segment. This segment is one of the most profitable within the automotive industry offering high secular growth and pricing power. Koenigsegg successfully completed the entrepreneurial early-stage, obtained approved and tested products and entered a growth phase, during this period. The management of Koenigsegg, and the group around it, has a proven track record of automotive experience, strong entrepreneurial and technical skills, and low volume sports cars production experience for large car manufacturers.
- September 2001 to April 2006** NOVELLE FINANCIAL SERVICES – 15050 Avenue of Science Suite 101, San Diego, California 92122
President; Mr. Bishop purchased and managed this nationwide mortgage loan wholesale and retail origination platform. Volume in excess of \$1.5 billion annually. This residential mortgage company incorporated web-based loan decisioning and operating technology (“IDASL” and “ONE”) and high customer service levels to offer a deep “one-stop” product line and an aggressive growth plan.
- October 2000 to April 2005** IMPAC MORTGAGE ACCEPTANCE CORP. – 1401 Dove Street, Newport Beach, CA 92660
President; Investment banking, bulk whole-loan purchasing and subsequent pooling and securitization of non-conforming mortgage loans, with volume in excess of \$2 billion annually. Utilized web-based pricing systems and operating technology (“IDASL”).
- December 1988 to September 2000** BRENTWOOD FINANCIAL GROUP (“BFG”) – 7310 Miramar Rd., San Diego, CA 92126
Partner/Founder; The company engaged in the bulk purchase and subsequent pooling and sales of conforming and non-conforming residential mortgage loans on a national scale. Firm sells all of its acquisitions on a whole-loan, service-released basis, or mortgage-backed securities. Responsibilities extend to the entire operation of the firm, including maintenance of seller and investor relationships, (which include major finance companies, savings banks and investment banks); negotiation of commitments and contracts; mortgage pipeline management (hedging activities); supervision of credit underwriting, collateral review and final loan documentation. Brentwood purchased in excess of \$350 million annually.
- December 1995 to December 1998** FIRST STREET MORTGAGE CORP. – 7310 Miramar Rd., San Diego, CA 92126 – Jacksonville, FL
Co-Founder and Chairman of the Board; This residential mortgage loan company originated sub-prime loans nationwide out of 30 retail and wholesale branch offices, with volume in excess of \$120 million per month.

December 1994 to January 1996

COREWEST BANC – 7310 Miramar Rd., San Diego, CA 92126,
Westminster, CA

Co-Founder and Chairman of the Board; This successful mortgage loan company originated residential mortgage loans nationwide. The company was sold to Industry Mortgage Corporation in January, 1996, with volume in excess of \$70 million per month.

January 1984 to November 1988

DREXEL BURNHAM LAMBERT – Beverly Hills, CA

Vice President; Mr. Bishop managed fixed income products and unrated private placements of real estate debt (commercial and residential) with institutional clients in the national secondary mortgage market.

EDUCATION:

B.A., Economics, University of California at Los Angeles (UCLA),
1978

ADDRESS:

707 Broadway, 18th Floor
San Diego, California 92101
USA

Tegnergatan 5, 3tr
11140 Stockholm
Sweden

CONTACT:

+1 949 678 9574
+46 709 93 35 38
mbishop@absig.com

Appendix 4

FINANSINSPEKTIONEN

Ink. 2012 -07- 20

Dnr.

Mark Bishop
BALANCE SHEET
 JUNE 30, 2012

June 30, 2012

Assets:*Current Assets**Checking/Savings*

10200 · Commerce West Bank

Total Checking/Savings

\$ 672,393

Other Current Assets

14900 · Marketable Securities (at lower of cost or market)

Total Other Current Assets

378,950

*Total Current Assets*1,051,343*Other Assets*

17100 · Investment in ABS Investment Group

5,542,732

17200 · Investment in ABSIG, LLC

6,004,141

17300 · Personal Property

200,000

*Total Other Assets*11,746,873**Total Assets**\$ 12,798,216

The accompanying notes are an integral part of these financial statements.

Mark Bishop
BALANCE SHEET
JUNE 30, 2012

June 30, 2012

Liabilities and Equity:

Liabilities

Current Liabilities

Other Current Liabilities

23200 · Accounts payable

\$ 24,250

23220 · Income taxes

36,490

Total Other Current Liabilities

60,740

Total Current Liabilities

60,740

Accrued taxes on unrealized appreciation

1,800,000

Total Liabilities

1,860,740

Equity

30100 · ABS Investment Group, LLC

Net worth, Mark Bishop

Total 30100 · ABS Investment Group, LLC

10,937,476

Total Equity

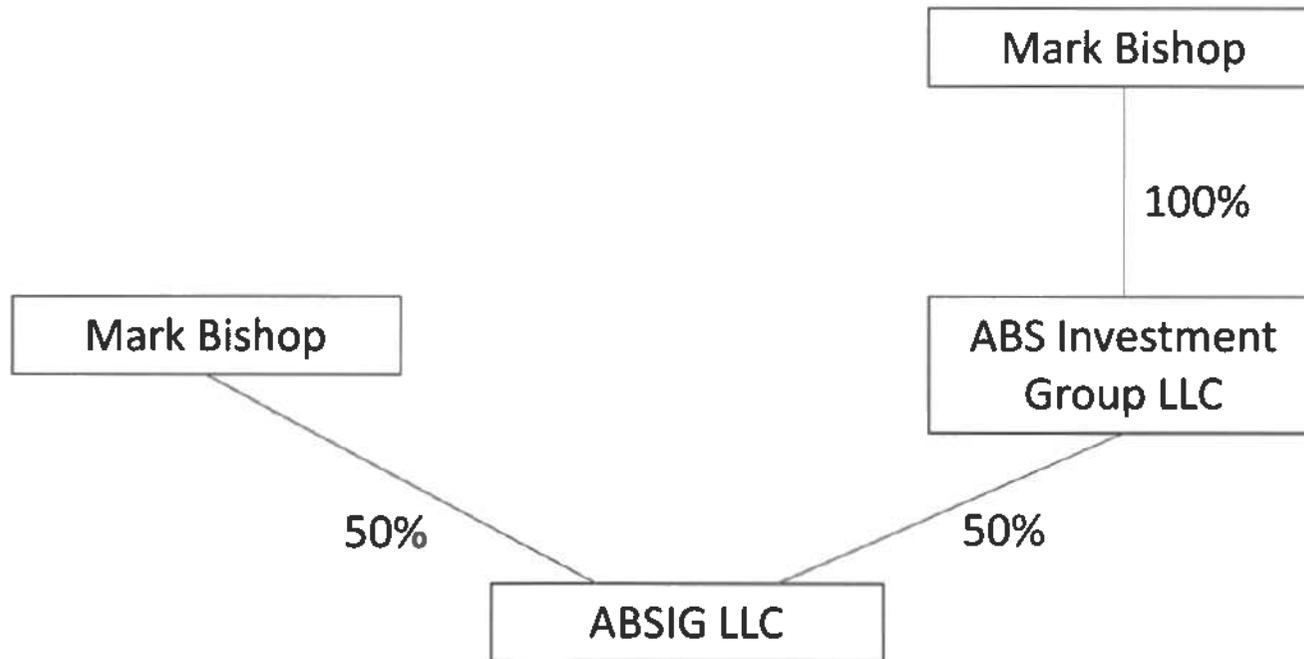
10,937,476

Total liabilities and equity

\$ 12,798,216

The accompanying notes are an integral part of these financial statements.

Ownership structure



FINANSINSPEKTIONEN
Ink. 2012-07-20
Dnr.

Appendix 5
201

J. Thomas Epperson & Co

CERTIFIED PUBLIC ACCOUNTANTS

22361 Ridgebrook Drive
Mission Viejo, California 92692
(503) 510-9198
epperjt@gmail.com

Charlotta Olsson, Lindahl,
Master Samuelsgatan 20
Stockholm SE-101 39
Sweden

Dear Ladies and Gentlemen

Please allow this letter to confirm that I have represented ABSIG LLC since its inception in 2008. I have handled all Tax and Accounting matters since that time. I am also familiar with the pending acquisition of "Traction" and how it will be financed.

ABSIG LLC will acquire "Traction" and finance its ongoing operations from current and retained earnings.

The transfer of monies for the acquisition of "Traction" and for operational funds will be an international wire, transferred from ABSIG's bank account at Commerce West Bank, Irvine, California to the appropriate accounts in Sweden.

I can certify that aforementioned transaction and its structure is accurate and will be consummated as outlined above.

Should you have any questions or concerns, please do not hesitate to contact me. Thank You.

Sincerely,

 7/18/2012

J Thomas Epperson, CPA



State of California Secretary of State

LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION

A \$70.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

200807410160

File #

FILED In the office of the Secretary of State of the State of California

MAR 13 2008

Handwritten initials

This Space For Filing Use Only

ENTITY NAME (End the name with the words "Limited Liability Company," "Ltd Liability Co.," or the abbreviations "LLC" or "L.L.C.")

1 NAME OF LIMITED LIABILITY COMPANY

A.B.S.I.G. LLC

PURPOSE (The following statement is required by statute and may not be altered.)

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).)

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

Business Filings Incorporated

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE

CA

MANAGEMENT (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY

- ONE MANAGER
[X] MORE THAN ONE MANAGER
ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE

EXECUTION

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED

Handwritten signature of Mark Williams

March 12, 2008

SIGNATURE OF ORGANIZER

DATE

Business Filings Incorporated, Mark Williams, A.V.P.

TYPE OR PRINT NAME OF ORGANIZER

RETURN TO (Enter the name and the address of the person or firm to whom a copy of the filed document should be returned)

8. NAME FIRM ADDRESS CITY/STATE/ZIP

Alex Padilla
California Secretary of State



Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Monday, December 11, 2017. Please refer to document **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

200807410160 A.B.S.I.G. LLC

Registration Date: 03/13/2008
Jurisdiction: CALIFORNIA
Entity Type: DOMESTIC
Status: FTB SUSPENDED
Agent for Service of Process: JOHN EPPERSON
 4770 VON KARMAN AVENUE
 NEWPORT BEACH CA 92660
Entity Address: 3835 AVOCADO BLVD SUITE 200
 LA MESA CA 91941
Entity Mailing Address: 3835 AVOCADO BLVD SUITE 200
 LA MESA CA 91941
LLC Management Managers

Document Type	↕	File Date	↕	PDF
SI-COMPLETE		02/17/2016		
SI-COMPLETE		12/01/2014		
REGISTRATION		03/13/2008		

* Indicates the information is not contained in the California Secretary of State's database.

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Note: If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#)[New Search](#)[Back to Search Results](#)

**OPERATING AGREEMENT
OF
A.B.S.I.G. LLC**

This OPERATING AGREEMENT (“Agreement”) is made this 18th day of March, 2008, by ABS Investment Group, LLC, a California limited liability corporation, and Mark Bishop, an individual (each of whom is referred to individually as a “Member”; all of them are referred to collectively as “Members”) and is based on the following facts:

RECITALS

A. The Articles of Organization of A.B.S.I.G. LLC were filed in the Office of the Secretary of State of the State of California on March 13, 2008. A copy is attached hereto marked Exhibit “A” and by this reference made a part hereof.

B. By entering into the Operating Agreement, the Members intend to, and do, form a limited liability company pursuant to (and under) the Beverly-Killea Limited Liability Company Act.

C. Pursuant to Paragraph 11.11 of the Operating Agreement, it may be amended only by a writing signed by all of its Members unless the right to amend is otherwise expressly set forth in this Agreement.

D. The purpose of this Agreement is to provide for the governance of the Company and the conduct of its business and to set forth the relative rights and obligations of the Managers and the Members, all as hereinafter set forth.

NOW THEREFORE, the Members hereby agree as follows:

**ARTICLE I.
DEFINITIONS**

The following capitalized terms used in this Agreement have the meanings specified in this Article or elsewhere in this Agreement and when not so defined shall have the meanings set forth in *California Corporations Code ' 17001, et seq.*

1.1 “**Act**” means the Beverly-Killea Limited Liability Company Act (*California Corporations Code " 17000-17705*), including amendments from time to time.

1.2 “**Agreement**” means this Operating Agreement, as originally executed and as amended from time to time.

1.3 “**Articles of Organization**” is defined in *California Corporations Code ' 17001(b)*.

1.4 “**Assignee**” means a person who has acquired a Member’s Economic Interest

in the Company, by way of a Transfer in accordance with the terms of this Agreement, but who has not become a Member.

1.5 **“Assigning Member”** means a Member who by means of a Transfer has transferred an Economic Interest in the Company to an Assignee.

1.6 **“Capital Account”** means, as to any Member, a separate account maintained and adjusted in accordance with Article III, Section 3.5.

1.7 **“Capital Contribution”** means, with respect to any Member, the amount of the money and the Fair Market Value of any property (other than money) contributed to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take “subject to” under *IRC section 752*) in consideration of a Percentage Interest held by such Member. A Capital Contribution shall not be deemed a loan.

1.8 **“Capital Event”** means a sale or disposition of any of the Company’s capital assets, the receipt of insurance and other proceeds derived from the involuntary conversion of Company property, the receipt of proceeds from a refinancing of Company property, or a similar event with respect to Company property or assets.

1.9 **“Carrying Value”** means (a) With respect to a property contributed to the Company by a Member, the agreed value of such property reduced (but not below zero) by all depreciation, cost recovery and amortization deductions with respect to such property as taken into account in determining Profit or Loss, and (b) with respect to any other property, the adjusted basis of such property for federal income tax purposes as of the time of determination. The Carrying Value of any property shall be adjusted from time to time in accordance with sections 4.2 and 4.3 and to reflect changes, additions or other adjustments to the Carrying Value for dispositions, acquisitions or improvements of Company properties, as deemed appropriate by the Co-Managers.

1.10 **“Cash Available for Distribution”** for any reporting period of the Company shall mean (a) the funds which the Company shall receive from operations and any other source (other than from borrowings, refinancing or equity contributions) for any such period in excess of (b) the total of all cash expenses, reserves and all amounts paid or accrued by or on behalf of the Company in such period on account of the amortization of any debts or liabilities of the Company.

1.11 **“Cash from Financing”** shall mean the proceeds of any loan made directly to the Company after the payment therefrom of all loan expenses and other debts of the Company (other than debts owing to the Co-Managers or Members) which are paid off in conjunction with obtaining such loan.

1.12 **“Code” or “IRC”** means the Internal Revenue Code of 1986, as amended, and any successor provision.

1.13 **“Company”** means the company named in Article II, Section 2.2.

1.14 **“Economic Interest”** means a Person’s right to share in the income, gains, losses, deductions, credit or similar items of, and to receive distributions from, the Company, but does not include any other rights of a Member, including the right to vote or to participate in management.

1.15 **“Encumber”** means the act of creating or purporting to create an Encumbrance, whether or not perfected under applicable law.

1.16 **“Encumbrance”** means, with respect to any Membership Interest, or any element thereof, a mortgage, pledge, security interest, lien, proxy coupled with an interest (other than as contemplated in this Agreement), option, or preferential right to purchase.

1.17 **“Gross Asset Value”** means, with respect to any item of property of the Company, the item’s adjusted basis for federal income tax purposes, except as follows:

(a) The Gross Asset Value of any item of property contributed by a Member to the Company shall be the fair market value of such property, as mutually agreed by the contributing Member and the Company; and

(b) The Gross Asset Value of any item of Company property distributed to any Member shall be the fair market value of such item of property on the date of distribution.

1.18 **“Initial Member”** or **“Initial Members”** means those Persons whose names are set forth in the first sentence of this Agreement. A reference to an “Initial Member” means any one of the Initial Members.

1.19 **“Involuntary Transfer”** means, with respect to any Membership Interest, or any element thereof, any Transfer or Encumbrance, whether by operation of law, pursuant to court order, foreclosure of a security interest, execution of a judgment or other legal process, or otherwise, including a purported transfer to or from a trustee in bankruptcy, receiver, or assignee for the benefit of creditors.

1.20 **“Losses.”** See **“Profits and Losses.”**

1.21 **“Majority of Members”** means a Member or Members whose Percentage Interests represent more than 50 percent of the Percentage Interests of all the Members.

1.22 **“Meeting”** is defined in Article V, Section 5.2.

1.23 **“Members”** means the Initial Members or Persons who otherwise acquire Membership Interests, as permitted under this Agreement, and who remain Members. “Member” shall mean anyone of them.

1.24 **“Notice”** means a written notice required or permitted under this Agreement. A notice shall be deemed given or sent when deposited, as certified mail or for overnight

delivery, postage and fees prepaid, in the United States mails; when delivered to Federal Express, Overnight Express, United Parcel Service, DHL WorldWide Express, or Airborne Express, for overnight delivery, charges prepaid or charged to the sender's account; when personally delivered to the recipient; when transmitted by electronic means, and such transmission is electronically confirmed as having been successfully transmitted; or when delivered to the home or office of a recipient in the care of a person whom the sender has reason to believe will promptly communicate the notice to the recipient.

1.25 **"Percentage Interest"** means the Percentage Interest assigned to the Members (individually or as a class) as more particularly set forth in Paragraph 3.1 below. The Percentage Interest defines each Member's rights and obligations in regard to Capital Contributions, Profits and Losses, cash distributions and voting rights.

1.26 **"Person"** means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company or other entity, whether domestic or foreign.

1.27 **"Profits and Losses"** means, for each fiscal year or other period specified in this Agreement, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with *IRC section 703(a)*.

1.28 **"Property"** means whatever right, if any, the Company has in (directly or indirectly) in asset-backed securities in which it may derive an interest by causing them to be purchased by other entities and ancillary rights associated therewith which are owned by the Company.

1.29 **"Proxy"** has the meaning set forth in the first paragraph of *California Corporations Code ' 17001(ai)*. A Proxy may not be transmitted orally.

1.30 **"Regulations" ("Reg")** means the income tax regulations promulgated by the United States Department of the Treasury and published in the Federal Register for the purpose of interpreting and applying the provisions of the Code, as such Regulations may be amended from time to time, including corresponding provisions of applicable successor regulations.

1.31 **"Substituted Member"** is defined in Article VIII, Section 8.8.

1.32 **"Successor in Interest"** means an Assignee, a successor of a Person by merger or otherwise by operation of law, or a transferee of all or substantially all of the business or assets of a Person.

1.33 **"Transfer"** means, with respect to a Membership Interest, or any element of a Membership Interest, any sale, assignment, gift, Involuntary Transfer, or other disposition of a Membership Interest or any element of such a Membership Interest, directly or indirectly, other than an Encumbrance that is expressly permitted under this Agreement.

1.34 **“Triggering Event”** is defined in Article VIII, Section 8.2.

1.35 **“Vote”** means a written consent or approval, a ballot cast at a Meeting, or a voice vote.

1.36 **“Voting Interest”** means, with respect to a Member, the right to Vote or participate in management and any right to information concerning the business and affairs of the Company provided under the Act, except as limited by the provisions of this Agreement. A Member’s Voting Interest shall be directly proportional to the Member’s Percentage Interest.

ARTICLE II.

ARTICLES OF ORGANIZATION; PURPOSE OF COMPANY

2.1 Prior to the execution of this Agreement, the Members have caused the Articles of Organization in the form attached to this Agreement as Exhibit “A” to be filed with the California Secretary of State.

2.2 The name of the Company is A.B.S.I.G. LLC.

2.3 The principal executive office of the Company shall be at 707 Broadway, 18th Floor, San Diego 92101, or such other place or places as may be determined by the Members from time to time.

2.4 The initial agent for service of process on the Company shall be J. Thomas Epperson. A Majority of Members may from time to time change the Company’s agent for service of process.

2.5 The sole purpose of the Company is to (i) investigate and identify asset-backed securities which are then issued and performing; (ii) negotiate for the purchase of such securities on behalf of each entity into which the securities are placed (by purchase); (iii) assist in managing such purchases; (iv) monitor the performance of such securities; (v) direct how the income from such securities will be distributed; and (vi) determine when (if at all) any of such securities should be sold. The Company also shall have such ancillary purposes as are necessary or helpful in performing the Company’s sole purpose identified above. The Company shall not engage in any other business without the amendment of this Paragraph 2.5 by the unanimous consent of the Members.

2.6 The term of existence of the Company commenced on the effective date of filing of Articles of Organization with the California Secretary of State, i.e., March 13, 2008, and has continued, and shall continue, until October 31, 2034, unless sooner terminated by the provisions of this Agreement or as provided by law.

2.7 ABS Investment Group, LLC, and Mark Bishop shall be the Co-Managers of

the Company.

**ARTICLE III.
CAPITALIZATION**

3.1 The authorized capital of the Company is Five Thousand Dollars (\$5,000.00). Upon the organization of the Company, the following cash contributions are to be made by the Members in exchange for their respective Percentage Interests:

<u>Member</u>	<u>Member's Percentage Interest</u>	<u>Cash Contribution</u>
ABS Investment Group, LLC	50%	\$500.00
Mark Bishop	50%	\$500.00

Total Contribution: \$1,000.00

3.2 New Equity. If at any time in the future the Company shall be in need of additional capital, the Company is authorized to seek and obtain the same. Such additional capital will be allocable either to the present Members (to the extent that each of them makes an additional contribution) and to other classes of Members, if any, with their rights defined and agreed upon as such cash is obtained. The decision to seek additional equity will require the approval of the Co-Managers owning more than fifty percent (50%) of the Class "A" Percentage Interests.

3.3 Capital Account. An individual Capital Account shall be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of Profits, (2) decreased by that Member's share of Losses and Company expenses (to the extent not included in the calculation of Profits and Losses), and (3) adjusted as required in accordance with applicable provisions of the Code and Regulations.

3.4 A Member shall not be entitled to withdraw any part of the Member's Capital Contribution or to receive any distributions, whether of money or property, from the Company except as provided in this Agreement.

3.5 No interest shall be paid on funds or property contributed to the capital of the Company or on the balance of a Member's Capital Account.

3.6 A Member shall not be bound by, or be personally liable for, the expenses, liabilities or obligations of the Company except as otherwise provided in the Act or in this Agreement.

3.7 No Member shall have priority over any other Member, with respect to the return of a Capital Contribution, or distributions or allocations of income, gain, losses,

deductions, credits, or items thereof.

ARTICLE IV. ALLOCATIONS AND DISTRIBUTIONS

4.1 The Profits and Losses of the Company and all items of Company income, gain, loss, deduction or credit shall be allocated, for Company book purposes and for tax purposes, to a Member in accordance with the Member's Percentage Interest.

4.2 If any Member unexpectedly receives any adjustment, allocation, or distribution described in Reg sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Company gross income and gain shall be specially allocated to that Member in an amount and manner sufficient to eliminate any deficit balance in the Member's Capital Account created by such adjustment, allocation, or distribution as quickly as possible. Any special allocation under this Section 4.2 shall be taken into account in computing subsequent allocations of Profits and Losses so that the net amount of allocations of income and loss and all other items shall, to the extent possible, be equal to the net amount that would have been allocated if the unexpected adjustment, allocation, or distribution had not occurred. The provisions of this Section 4.2 and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Reg sections 1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such Regulations.

4.3 Any unrealized appreciation or unrealized depreciation in the values of Company property distributed in kind to all the Members shall be deemed to be Profits and Losses realized by the Company immediately prior to the distribution of the property, and such Profits or Losses shall be allocated to the Members' Capital Accounts in the same proportions as Profits are allocated under Section 4.1. Any property so distributed shall be treated as a distribution to the Members to the extent of the Fair Market Value of the property less the amount of any liability secured by and related to the property. Nothing contained in this Agreement is intended to treat or cause such distributions to be treated as sales for value. For the purposes of this Section 4.3, "unrealized appreciation" or "unrealized depreciation" shall mean the difference between the Fair Market Value of such property and the Company's basis for such property.

4.4 In the case of a Transfer of an Economic Interest during any fiscal year, the Assigning Member and Assignee each shall be allocated of Profits or Losses based on the number of days each held the Economic Interest during that fiscal year.

4.5 All cash resulting from the normal business operations of the Company and from a Capital Event shall be distributed among the Members in proportion to their Percentage Interests at such times as the Members may agree. Cash obtained from normal business operations of the Company which constitutes Cash Available for Distribution shall be distributed by the Company at such time as the Co-Managers determine that such Cash Available for Distribution is available. The Co-Managers will use their best efforts to

assure that there are distributions made during each calendar year of the Company's term of not less than forty percent (40%) of the Profits of the company for such year so that the Members will have cash distributed to them to pay income taxes on their respective shares of the Company's Profits for such year.

4.6 If the proceeds from a sale or other disposition of an item of Company consists of property other than cash, the value of such property shall be as determined by the Members. Such non-cash proceeds shall then be allocated among all the Members in proportion to their Percentage Interests. If such non-cash proceeds are subsequently reduced to cash, such cash shall be distributed to each Member in accordance with Section 4.5.

4.7 Notwithstanding any other provisions of this Agreement to the contrary, when there is a distribution in liquidation of the Company, or when any Member's interest is liquidated, all items of income and loss first shall be allocated to the Members' Capital Accounts under this Article IV, and other credits and deductions to the Members' Capital Accounts shall be made before the final distribution is made. The final distribution to the Members shall be made to the Members to the extent of and in proportion to their positive Capital Account balances.

ARTICLE V. MANAGEMENT

5.1 The business of the Company shall be managed by its two Co-Managers. Unless otherwise provided in this Agreement, all decisions concerning the management of the Company's business shall be made by the vote or written consent of all of the Co-Managers. The two Co-Managers are: ABS Investment Group, LLC, and Mark Bishop.

5.2 The Co-Managers are not required to hold meetings, and decisions may be reached through one or more informal consultations followed by agreement among the two Co-Managers, provided that all Co-Managers are consulted (although all Co-Managers need not be present during a particular consultation), or by a written consent signed by all two of them. In the event that Members wish to hold a formal meeting (a "Meeting") for any reason, the following procedures shall apply:

(1) If required, any one of the two Co-Managers, may call a meeting of Co-Managers by giving Notice of the time and place of the meeting at least 48 hours prior to the time of the holding of the meeting. The Notice need not specify the purpose of the Meeting or the location if the Meeting is to be held at the principal executive office of the Company or if it is held telephonically.

(2) Two of the Co-Managers shall constitute a quorum for the transaction of business at any Meeting of the Co-Managers; provided that they shall use their best efforts to bring the remaining Co-Manager to the meeting; including by telephone.

(3) The transactions of the Co-Managers at any meeting, however called or noticed, or wherever held, shall be as valid as though transacted at a Meeting duly held after call and notice if a quorum is present and if, either before or after the Meeting, each Co-Manager not present signs a written waiver of Notice, a consent to the holding of the Meeting, or an approval of the minutes of the Meeting.

(4) Any action required or permitted to be taken by the Co-Managers under this Agreement may be taken without a Meeting if all of the Co-Managers individually or collectively consent in writing to such action.

(5) Co-Managers may participate in the Meeting through the use of a conference telephone or similar communications equipment, provided that all Co-Managers participating in the Meeting can hear one another.

(6) All decisions made by the Co-Managers as hereinabove described shall be based on the following: The Co-Managers are allocated one vote, and decisions must be unanimous.

(7) The Co-Managers shall keep or cause to be kept with the books and records of the Company full and accurate minutes of all Meetings, Notices, and waivers of Notices of Meetings, and all written consents in lieu of Meetings.

5.3 Intentionally omitted.

5.4 Notwithstanding the other provisions of this Agreement, two of the Co-Managers must execute all documents on behalf of the Company provided that such documents conform to decisions approved by all of the Co-Managers. "Documents" shall include, but are not limited to, (i) all documents affecting title to personal property (including, without limitation, directions to escrow accounts, collection accounts and distribution accounts; (ii) directions to purchase and sell certain asset-backed securities; (iii) documents opening and maintaining bank accounts, (iv) endorsements of checks and withdrawal slips on such bank accounts, (v) contracts for the employment of persons for the Company; (v) leases of offices; and (vi) other documents reasonably required in the ordinary course of the Company's business.

5.5 All assets of the Company, whether real or personal, shall be held in the name of the Company.

5.6 All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company at such locations as shall be determined by all of the Co-Managers. Withdrawals from such accounts shall require the signature(s) of such person or persons as all of the Co-Managers may designate.

ARTICLE VI.

ACCOUNTS AND RECORDS

6.1 Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying by each Member or the Member's authorized representatives on reasonable Notice during normal business hours. The costs of such inspection and copying shall be borne by the Member.

6.2 Financial books and records of the Company shall be kept on the method of accounting followed by the Company for federal income tax purposes to the extent allowed by law. A balance sheet and income statement of the Company shall be prepared promptly following the close of each fiscal year in a manner appropriate to and adequate for the Company's business and for carrying out the provisions of this Agreement. The fiscal year of the Company shall be January 1 through December 31.

6.3 At all times during the term of existence of the Company, and beyond that term if a Majority of the Members deem it necessary, the Members shall keep or cause to be kept the books of account referred to in Section 6.2 and the following:

- (a) A current list of the full name and last known business or residence address of each Member, together with the Capital Contribution and the share in Profits and Losses of each Member;
- (b) A copy of the Articles of Organization, as amended;
- (c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years;
- (d) Executed counterparts of this Agreement, as amended;
- (e) Any powers of attorney under which the Articles of Organization or any amendments thereto were executed;
- (f) Financial statements of the Company for the six most recent fiscal years; and
- (g) The Books and Records of the Company as they relate to the Company's internal affairs for the current and past four fiscal years.

If a Majority of Members deem that any of the foregoing items shall be kept beyond the term of existence of the Company, the repository of said items shall be as designated by a Majority of Members.

6.4 Within 90 days after the end of each taxable year of the Company, the Company shall send to each of the Members all information necessary for the Members to

complete their federal and state income tax or information returns, and a copy of the Company's federal, state, and local income tax or information returns for such year.

ARTICLE VII. **MEMBERS AND VOTING**

7.1 Each Member shall Vote in proportion to the Member's Percentage Interest as of the governing record date, determined in accordance with Section 7.2. Any action that may or that must be taken by the Members shall be by unanimous vote.

7.2 The record date for determining the Members entitled to Notice of any Meeting and to (i) vote, (ii) receive any distribution or (iii) exercise any right in respect of any other lawful action, shall be the date set by a Majority of Members, provided that such record date shall not be more than 60, nor less than 10 days prior to the date of the Meeting, nor more than 60 days prior to any other action.

In the absence of any action setting a record date, the record date shall be determined in accordance with *California Corporations Code* ' 17104(k).

7.3 At all Meetings of Members, a Member may Vote in person or by Proxy. Such proxy shall be filed by any Member before or at the time of the Meeting, and may be filed by facsimile transmission to a Co-Manager at the principal executive office of the Company or such other address as may be given by the Co-Managers to the Members for such purposes.

ARTICLE VIII. **TRANSFERS OF MEMBERSHIP INTERESTS**

8.1 Except as expressly provided in this Agreement, a Member shall not Transfer any part of the Member's Membership Interest in the Company, whether now owned or hereafter acquired, unless (1) the other Member(s) owning at last two-thirds of the Percentage Interests (excluding the Percentage Interest allocable to the withdrawing Members) approve the transferee's admission to the Company as a Member upon such Transfer and (2) the Membership Interest to be transferred, when added to the total of all other Membership Interests transferred in the preceding 12 months, will not cause the termination of the Company under the Code. No Member may Encumber or permit or suffer any Encumbrance of all or any part of the Member's Membership Interest in the Company unless such Encumbrance has been approved in writing by one hundred percent (100%) of the Co-Managers. Any Transfer or Encumbrance of a Membership Interest without such approval shall be void. Notwithstanding any other provision of this Agreement to the contrary, a Member who is a natural person may transfer all or any portion of his or her Membership Interest to any revocable trust created for the benefit of the Member, or any combination between or among the Member, the Member's spouse and the Member's issue; provided that the Member retains a beneficial interest in the trust and all of the Voting Interest included in such Membership Interest. A transfer of a Member's

entire beneficial interest in such trust or failure to retain such Voting Interest shall be deemed a Transfer of a Membership Interest.

8.2 On the happening of any of the following events (“Triggering Events”) with respect to a Member, the Company and the other Members, if any, shall have the option to purchase all or any portion of the Membership Interest in the Company of such Member (Selling Member) at the price and on the terms provided in Section 8.7 of this Agreement:

- (a) the death or incapacity of a Member;
- (b) the bankruptcy of a Member; or
- (c) except for the events stated in Section 8.3, the occurrence of any other event that is, or that would cause, a Transfer in contravention of this Agreement.

Each Member agrees to give prompt Notice of a Triggering Event to all other Members.

8.3 Notwithstanding any other provisions of this Agreement:

(a) If, in connection with the divorce or dissolution of the marriage of a Member, any court issues a decree or order that transfers, confirms or awards a Membership Interest, or any portion thereof, to that Member’s spouse (an Award), then, notwithstanding that such transfer would constitute an unpermitted Transfer under this Agreement, that Member shall have the right to purchase from his or her former spouse the Membership Interest, or portion thereof, that was so transferred, and such former spouse shall sell the Membership Interest or portion thereof to that Member at the price set forth in Section 8.7 of this Agreement. If the Member has failed to consummate the purchase within 90 days after the Award (the Expiration Date), the Company shall have the option to purchase from the former spouse the Membership Interest or portion thereof pursuant to Section 8.5 of this Agreement; provided that the option period shall commence on the later of (1) the day following the Expiration Date, or (2) the date of actual notice of the Award.

(b) If, by reason of the death of a spouse of a Member, any portion of a Membership Interest is transferred to a Transferee other than (1) that Member or (2) a trust created for the benefit of that Member (or for the benefit of that Member and any combination between or among the Member and the Member’s issue) in which the Member is the sole Trustee and the Member, as Trustee or individually, possesses all of the Voting Interest included in that Membership Interest, then the Member shall have the right to purchase the Membership Interest or portion thereof from the estate or other successor of his or her deceased spouse or Transferee of such deceased spouse, and the estate, successor, or Transferee shall sell the Membership Interest or portion thereof at the price set forth in Section 8.7 of this Agreement. If the Member has failed to consummate the purchase within 90 days

after the date of death (the Expiration Date), the Company shall have the option to purchase from the estate or other successor of the deceased spouse the Membership Interest or portion thereof pursuant to Section 8.5 of this Agreement; provided that the option period shall commence on the later of (1) the day following the Expiration Date, or (2) the date of actual notice of the death.

8.4 On the receipt of Notice by the other Members as contemplated by Section 8.1, and on receipt of actual notice of any Triggering Event (the date of such receipt is hereinafter referred to as the "Option Date"), the remaining Co-Managers shall promptly give notice of the occurrence of such a Triggering Event to each Co-Manager, and the Company shall have the option, for a period ending 30 calendar days following the determination of the purchase price as provided in Section 8.6, to purchase the Membership Interest in the Company to which the option relates, at the price and on the terms provided in Section 8.6. The transferee of the Membership Interest in the Company that is not purchased shall hold such Membership Interest in the Company subject to all of the provisions of this Agreement.

8.5 No Member shall participate in any Vote or decision in any matter pertaining to the disposition of that Member's Membership Interest in the Company under this Agreement.

8.6 The purchase price of the Membership Interest that is the subject of an option under this Agreement shall be the Fair Market Value of such Membership Interest as determined under this Section 8.6. Each of the selling and purchasing parties shall use his, her, or its best efforts to mutually agree on the Fair Market Value. If the parties are unable to so agree within 30 days of the date on which the option is first exercisable (the Option Date), the selling party shall appoint, within 40 days of the Option Date, one appraiser, and the purchasing party shall appoint within 40 days of the Option Date, one appraiser. The two appraisers shall within a period of five additional business days, agree on and appoint an additional appraiser. The three appraisers shall, within 60 days after the appointment of the third appraiser, determine the Fair Market Value of the Membership Interest in writing and submit their report to all the parties. The Fair Market Value shall be determined by disregarding the appraiser's valuation that diverges the greatest from each of the other two appraisers' valuations, and the arithmetic mean of the remaining two appraisers' valuations shall be the Fair Market Value. Each purchasing party shall pay for the services of the appraiser selected by it, plus one-half of the fee charged by the third appraiser. The option purchase price as so determined shall be payable in cash.

8.7 Except as expressly permitted under Section 8.1, a prospective transferee (other than an existing Member) of a Membership Interest may be admitted as a Member with respect to such Membership Interest (Substituted Member) only (1) on the unanimous Vote of the (remaining) Co-Managers in favor of the prospective transferee's admission as a Member, and (2) on such prospective transferee's executing a counterpart of this Agreement as a party hereto. Any prospective transferee of a Membership Interest shall be deemed an Assignee, and, therefore, the owner of only an Economic Interest until such

prospective transferee has been admitted as a Substituted Member.

8.8 Any person admitted to the Company as a Substituted Member shall be subject to all provisions of this Agreement.

8.9 The original issuance of Membership Interests in the Company to the original Members has not been qualified or registered under the Securities Act of 1933, as amended, in reliance upon exemptions from the registration provisions of those laws. No attempt has been made to qualify the offering and issuance of Membership Interests to Members under the *California Corporate Securities Law of 1968*, as amended, also in reliance upon an exemption from the requirement that a permit for issuance of securities be procured. Notwithstanding any other provision of this Agreement, Membership Interests may not be Transferred or Encumbered unless registered or qualified under applicable state and federal securities law or unless, in the opinion of legal counsel satisfactory to the Company, such qualification or registration is not required. The Member who desires to transfer a Membership Interest shall be responsible for all legal fees incurred in connection with said opinion.

ARTICLE IX. **DISSOLUTION AND WINDING UP**

9.1 The Company shall be dissolved only on the first to occur of the following events:

(a) The death, incapacity, or withdrawal of a Co-Manager; or the bankruptcy or dissolution of a Co-Manager; provided, however, that the remaining Co-Managers may, by their unanimous approval within 90 days after the happening of that event, elect to continue the Company, in which case the Company shall not be dissolved. If the remaining Co-Managers fail to so elect, the (remaining) Co-Managers shall dissolve and wind up the Company.

(b) The expiration of the term of existence of the Company.

(c) The written agreement of those Members owning more than fifty percent (50%) of the Percentage Interests to dissolve the Company.

(d) The sale or other disposition of substantially all of the Company assets. (The election to sell all or substantially all of the Property can be made only by the Co-Managers but also will require the vote or written consent of those Members owning more than fifty percent (50%) of the Percentage Interests in the partnership.)

(e) Entry of a decree of judicial dissolution pursuant to *California Corporations Code* ' 27351.

9.2 On the dissolution of the Company, the Company shall engage in no further business other than that necessary to wind up the business and affairs of the Company. The Co-Managers and Members who have not wrongfully dissolved the Company shall wind up the affairs of the Company. The Persons winding up the affairs of the Company shall give written Notice of the commencement of winding up by mail to all known creditors and claimants against the Company whose addresses appear in the records of the Company. After paying or adequately providing for the payment of all known debts of the Company (except debts owing to Members) the remaining assets of the Company shall be distributed or applied in the following order of priority:

- (a) To pay the expenses of liquidation.
- (b) To repay any loan theretofore made by a Co-Manager to the Company.
- (c) Among the Members in accordance with the provisions of Article IV, Section 4.7.

9.3 Each Member shall look solely to the assets of the Company for the return of the Member's investment, and if the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the investment of any Member, such Member shall have no recourse against any other Members for indemnification, contribution, or reimbursement.

ARTICLE X. **ARBITRATION**

Any action to enforce or interpret this Agreement or to resolve disputes between the Members or by or against any Member shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive dispute resolution process in the State of California, but arbitration shall be a nonexclusive process elsewhere. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. Arbitration shall be conducted at San Diego, California. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE XI. GENERAL PROVISIONS

11.1 This Agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this Agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all the parties. This Agreement replaces and supersedes all prior written and oral agreements by and among the Members or any of them.

11.2 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each signed counterpart is effective when it is delivered to the principal office of the Company by (i) hand-delivery, (ii) facsimile or (iii) pdf.

11.3 This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability, or if that is not possible, such provision shall, to the extent of such invalidity, illegality or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

11.4 This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives and permitted successors and assigns.

11.5 Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this Agreement may require.

11.6 The parties to this Agreement shall promptly execute and deliver any and all additional documents, instruments, notices and other assurances and shall do any and all other acts and things reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out the intent of the parties.

11.7 Except as provided in this Agreement, no provision of this Agreement shall be construed to limit in any manner the Members in the carrying on of their own respective businesses or activities.

11.8 Except as provided in this Agreement, no provision of this Agreement shall be construed to constitute a Member, in the Member's capacity as such, the agent of any other Member.

11.9 Each Member represents and warrants to the other Members that the Member has the capacity and authority to enter into this Agreement.

11.10 The article, section and paragraph titles and headings contained in this Agreement are inserted as matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

11.11 This Agreement may be altered, amended or repealed only by a writing signed by all of the Members.

11.12 Time is of the essence of every provision of this Agreement that specifies a time for performance.

11.13 This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

11.14 The Members intend the Company to be a limited liability company under the Act. No member shall take any action inconsistent with the express intent of the parties to this agreement.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, each of the undersigned has executed or caused to be executed this Agreement on the day and year first above written.

ABS Investment Group, LLC

By: _____

Name: _____

Title: _____

Mark Bishop

By: _____

Name: _____

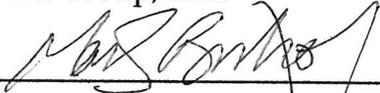
Title: _____

[Exhibit “A” to the Operating Agreement of A.B.S.I.G. LLC]

ARTICLES OF ORGANIZATION

IN WITNESS WHEREOF, each of the undersigned has executed or caused to be executed this Agreement on the day and year first above written.

ABS Investment Group, LLC

By: 

Name: MARK BISHOP

Title: MANAGER

Mark Bishop

By: 

Name: MARK BISHOP

Title: _____



State of California Secretary of State

L

STATEMENT OF INFORMATION (Limited Liability Company)

16
IV

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

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED
Secretary of State
State of California

DEC 01 2014

This Space For Filing Use Only

1. LIMITED LIABILITY COMPANY NAME

A.B.S.I.G. LLC

File Number and State or Place of Organization

2. SECRETARY OF STATE FILE NUMBER **200807410160**

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

No Change Statement

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

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

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

5. STREET ADDRESS OF PRINCIPAL OFFICE CITY STATE ZIP CODE
1176 Main Street, Ste C Irvine CA 92614

6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5 CITY STATE ZIP CODE

7. STREET ADDRESS OF CALIFORNIA OFFICE CITY STATE ZIP CODE
1176 Main Street, Ste C Irvine CA 92614

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

8. NAME ADDRESS CITY STATE ZIP CODE
Craig Chang 1176 Main Street, Ste C Irvine CA 92614

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

9. NAME ADDRESS CITY STATE ZIP CODE
Craig Chang 1176 Main Street, Ste C Irvine CA 92614

10. NAME ADDRESS CITY STATE ZIP CODE

11. NAME ADDRESS CITY STATE ZIP CODE

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

12. NAME OF AGENT FOR SERVICE OF PROCESS
Business Filings Incorporated (C2113485)

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
CA

Type of Business

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

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

10/23/2014
DATE

Karen Shaley
TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

Controller
TITLE

Karen Shaley
SIGNATURE



State of California Secretary of State

L

STATEMENT OF INFORMATION (Limited Liability Company)

71

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

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED Secretary of State State of California

FEB 17 2016

1. LIMITED LIABILITY COMPANY NAME

A.B.S.I.G. LLC

20/20/CC

This Space For Filing Use Only

File Number and State or Place of Organization

2. SECRETARY OF STATE FILE NUMBER 200807410160

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

No Change Statement

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

Input box for no change statement

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

Table with 4 columns: Item Number, Address, City, State, ZIP Code. Rows 5, 6, 7.

Name and Complete Address of the Chief Executive Officer, if Any

Table with 5 columns: Item Number, Name, Address, City, State, ZIP Code. Row 8.

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

Table with 5 columns: Item Number, Name, Address, City, State, ZIP Code. Rows 9, 10, 11.

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable.

12. NAME OF AGENT FOR SERVICE OF PROCESS John Epperson

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL 4770 Von Karman Avenue Newport Beach CA 92660

Type of Business

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

Fund Management

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

Jan. 19, 2016 DATE

John Epperson TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

Managing Member TITLE

Signature of John Epperson

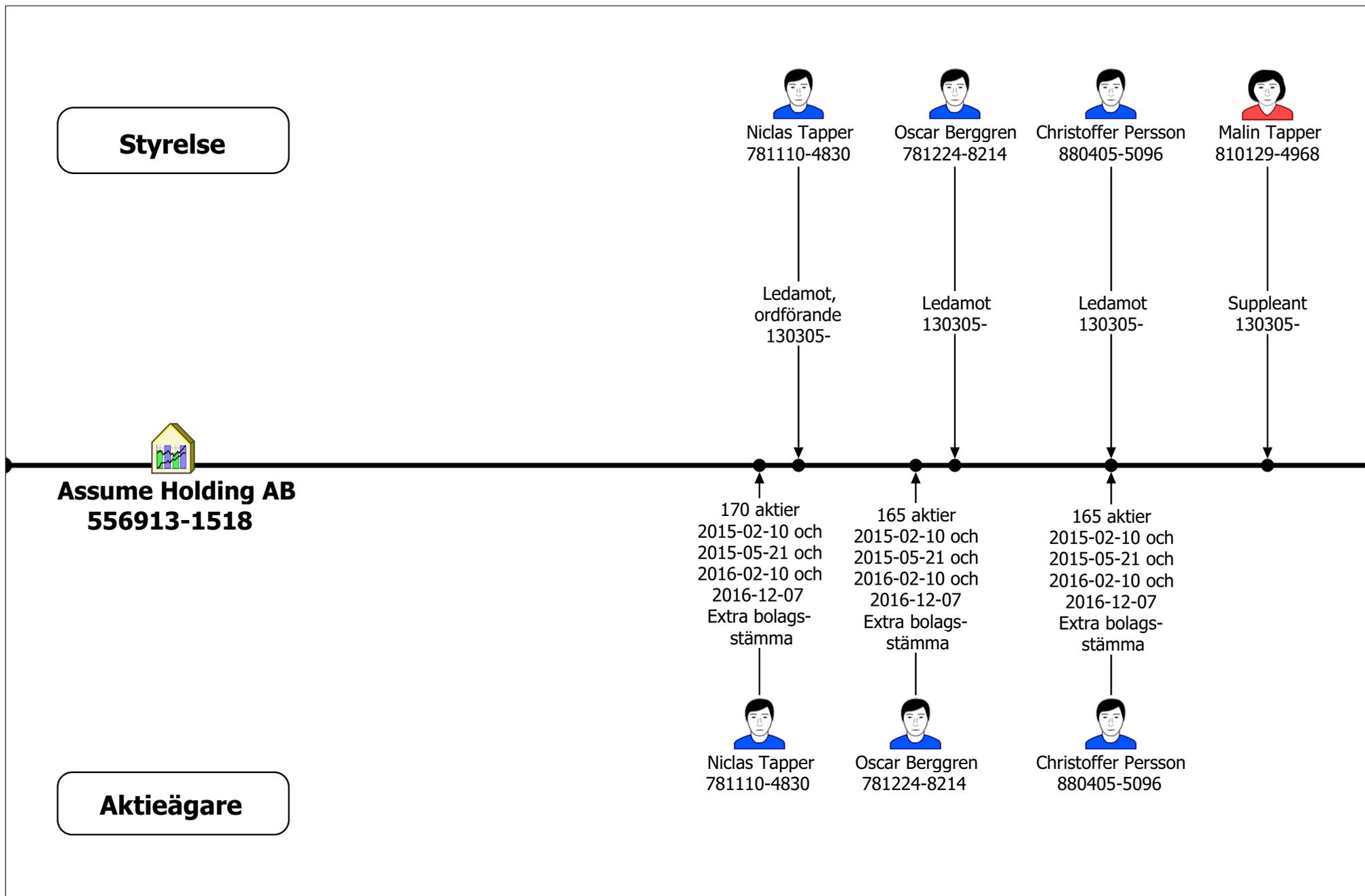
DATE

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

TITLE

SIGNATURE

227



Ansvarig för informationen nedan är Bisnode Sverige AB

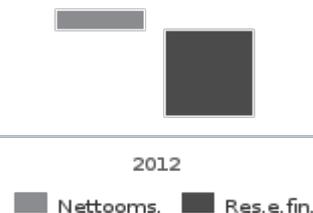
Org-/personnr: 556879-0595

Företagsnamn: Astartes Sverige AB

Bolagsverkets status: Konkurs »

Skatteregistrering: Inaktiv »

Revisorsanmärkning: Bokslutsperiod: 2012-12 »



Ansvarig för informationen nedan är Bolagsverket

Bolagsverkets ärendeförteckning

Ärendnr	Rubricering	Datum	Anmärkning
199318/2016	Konkurs avslutad utan överskott	2016-04-05	Ärendet är registrerat
205041/2014	Konkurs	2014-06-04	Ärendet är registrerat
415311/2013	Ändring av objektets postadress	2013-11-25	Ärendet är registrerat
352540/2013	Registrering och ändring av företagets e-postadress	2013-10-08	Ärendet är registrerat
	Ändring av objektets postadress		
309811/2013	Revisors uppdrag upphör i förtid	2013-09-06	Ärendet är registrerat
	Eget utträde för revisor		
9310576/2013	Årsredovisning	2013-08-09	Ärendet är registrerat
166189/2013	Ändring av företrädare/firmateckning	2013-08-05	Ärendet är registrerat
130853/2013	Eget utträde för företrädare	2013-04-12	Ärendet är registrerat
470206/2012	Ändring av bolagsordning	2013-01-03	Ärendet är registrerat
	Ändring av revisor(er)		
	Ändring av räkenskapsår		
441476/2012	Eget utträde för företrädare	2012-11-28	Ärendet är lagt i adacta
442110/2012	Ändring av företrädare/firmateckning	2012-11-28	Ärendet är registrerat
439369/2012	Ändring av bolagsordning	2012-11-27	Ärendet är registrerat
	Ökning av aktiekapitalet genom nyemission		
439370/2012	Ökning av aktiekapitalet genom nyemission	2012-11-23	Ärendet är registrerat
408681/2012	Ändring av företrädare/firmateckning	2012-11-20	Ärendet är återkallat
301553/2012	Registrering och ändring av företagets e-postadress	2012-08-02	Ärendet är registrerat
	Ändring av objektets postadress		
53539/2012	Ändring av firma	2012-02-21	Ärendet är registrerat
	Ändring av företrädare/firmateckning		
	Ändring av bolagsordning		
	Ändring av objektets postadress		
	Ändring av säte		
71/2012	Nybildning	2012-01-01	Ärendet är registrerat

PIDD 7112

11/10/17

2.Akteiboken 7679 AB 2012-01-01

DIARIEFÖRINGSBILD

14:35

STATUS: KK 21

DNR....: 71/12 ENH: D1 INK DAT: 2012-01-01 20:25 ANT INNEL Ä:

ORG NR.: 556879-0595 OBJ TYP: AB DIARIEF AV.: EOM

FIRMA...: Aktieboken 7679 AB TYP:

INK MEDIA...: S

REG LÄN: SÄTE: Växjö RÄKÅR: 0701-0630

RÄK PER: - - - - -

RUBR...: NYB

E-POST INGIVARE.....: tom@startabolag.com

AVS.....: 119 NAMN...: STARTABOLAG SKANDINAVIEN AB

ADRESS: BOX 6069

HANDL...: EOM POSTNR: 102 32 ORT: STOCKHOLM

ANK.....: 000 LAND...:

MEDDEL.: - - - - - SALDO: 1900 DEP

KOMPL...: - - - - -

TID DNR: / OMP(J): ÖKL(J): NYTT DNR...:

AVSLUT: 2012-01-01 KUNG.DAT: 2012-01-03 REG

851 81 Sundsvall
Tfn: 060-18 40 00 - Fax: 060-12 98 40
bolagsverket@bolagsverket.se - www.bolagsverket.se

Nyregistrering

Aktiebolag

8160

Datum

2011-12-20

5000917988

ID-nummer

Ombud/kontaktperson

Namn (förnamn och efternamn) STARTABOLAG SKANDINAVIEN		Ombudets telefonnummer 08-54545454
Postadress BOX 6069	Postnummer 102 32	Postort STOCKHOLM
Ombudets e-postadress tom@startabolag.com		

Förslag till företagsnamn (firma)

Förslag nummer 1 Aktieboken 7679 AB

Företagets adress

c/o		
Postadress BOX 6069	Postnummer 10232	Postort STOCKHOLM

Stiftare

Företagsnamn Startabolag AB genom Per Rydberg		
Postadress	Postnummer	Postort

Styrelseledamöter

Personnummer 680128-0055		
Efternamn Rydberg	Samtliga förnamn Per	
Postadress BOX 6069	Postnummer 10232	Postort STOCKHOLM
Land SVERIGE		

Styrelsesuppleanter

Personnummer 731005-0393		
Efternamn Thorén	Samtliga förnamn Tom	
Postadress BOX 6069	Postnummer 10232	Postort STOCKHOLM
Land SVERIGE		

Firmateckning

Firman tecknas		
<input type="checkbox"/> av styrelsen. Aktiebolagslagens grundregel. Denna regel kan inte inskränkas.	<input checked="" type="checkbox"/> var för sig av ledamoten och suppleanten.	<input type="checkbox"/> var för sig av ledamöterna.
<input type="checkbox"/> två i förening av ledamöterna.	<input type="checkbox"/> av ledamoten/ledamöterna och suppleanten/suppleanterna var för sig.	<input type="checkbox"/> enligt nedan

Aktiekapital

Företagets totala aktiekapital (kronor)	Belopp som betalats i pengar (kronor)	Apportegendom som betalning (kronor)	Totalt antal aktier
50000	50000		500

Registreringsavgift

Avgift för detta ärende	Bankgiro nummer
1900	5050-0255

Försäkran och underskrifter

Undertecknad försäkrar härmed på heder och samvete att:

-den/de person/personer som nu anmäls för registrering har de kvalifikationer/uppfyller de behörighetskrav som finns angivna i aktiebolagslagen och aktiebolagsförordningen för den avsedda befattningen och har åtagit sig uppdraget.

-de anmälda uppgifterna överensstämmer med de beslut som bolaget har fattat.

**Undertecknad av:**

TOM NIKOLAUS THORÉN

2012-01-01

5000917988

ID-nummer

Avskrift av stiftelseurkund

Undertecknade stiftare kommer härmed överens om att bilda ett aktiebolag med företagsnamn Aktieboken 7679 AB och verksamhet enligt bolagsordningen.

Styrelseledamot

Per Rydberg 19680128-0055 BOX 6069
10232 STOCKHOLM
SVERIGE

Styrelsesuppleant

Tom Thorén 19731005-0393 BOX 6069
10232 STOCKHOLM
SVERIGE

För varje aktie ska betalas 100 SEK.

ORT	DATUM
Stockholm	2011-12-20

Stiftaren

Namn

Startabolag AB genom Per Rydberg

Underskrift

Startabolag AB genom Per Rydberg

Jag tecknar härmed följande antal aktier

Namn

Startabolag AB genom Per Rydberg

Antal aktier

500

Underskrift

Startabolag AB genom Per Rydberg

Försäkran och underskrifter

Jag intygar att innehållet i denna elektroniska handling överensstämmer med originalet och att originalet undertecknats av den eller de personer som enligt lag ska underteckna handlingen.



Undertecknad av:

TOM NIKOLAUS THORÉN
2012-01-01

Bolagsordning

- § 1 Firma**
Bolagets firma (namn) är Aktieboken 7679 AB.
- § 2 Styrelsens säte**
Styrelsen har sitt säte i Växjö kommun.
- § 3 Verksamhet**
Bolaget ska såsom lagerbolag förvalta bolagets kapital.
- § 4 Aktiekapital**
Aktiekapitalet ska vara lägst 50000 och högst 200000 SEK.
- § 5 Antal aktier**
Antal aktier ska vara lägst 500 och högst 2000.
- § 6 Styrelse**
Styrelsen ska bestå av lägst 1 och högst 10 ledamöter med lägst 0 och högst 10 suppleanter.
- § 7 Revisorer**
Bolaget ska inte ha revisor. Bolagsstämman kan dock enligt reglerna i aktiebolagslagen välja att ändå utse revisor.
- § 8 Ärenden på årsstämma**
På årsstämman ska följande ärenden behandlas.
1. Val av ordförande.
 2. Upprättande och godkännande av röstlängd.
 3. Val av en eller två justeringsmän.
 4. Prövande av om stämman blivit behörigen sammankallad.
 5. Godkännande av dagordning.
 6. Framläggande av årsredovisningen och, när det krävs, revisionsberättelsen.
 7. Beslut om följande.
 - a) Fastställande av resultaträkningen och balansräkningen.
 - b) Disposition av aktiebolagets vinst eller förlust enligt den fastställda balansräkningen.
 - c) Ansvarsfrihet åt styrelseledamöterna och verkställande direktören när sådan förekommer.
 8. Fastställande av arvoden till styrelsen och i vissa fall revisorer.
 9. Val till styrelsen och i vissa fall av revisorer.
 10. Annat ärende, som ska tas upp på stämman enligt aktiebolagslagen (2005:551) eller bolagsordningen.
- § 9 Räkenskapsår**
Räkenskapsår är 1 juli - 30 juni.
- § 10 Kallelse**
Kallelse sker genom brev med posten inom den tid som anges i aktiebolagslagen.
- § 11 Bolagsordningen innehåller följande förbehåll**
- Hembud**
- Har en aktie övergått från en aktieägare till en person som inte är aktieägare i bolaget har övriga aktieägare rätt att lösa aktien. Lösningrätten ska kunna utnyttjas även för ett mindre antal aktier än erbjudandet omfattar. Den nye ägaren av aktien ska genast skriftligen anmäla övergången till aktiebolagets styrelse. Han ska också visa på vilket sätt han har fått äganderätt till aktien. När anmälan om en akties övergång har gjorts ska styrelsen genast meddela detta till varje lösningsberättigad vars postadress är känd för aktiebolaget. Styrelsen uppmanar de lösningsberättigade att skriftligen framställa lösningsanspråk hos aktiebolaget, senast inom två månader räknat från anmälan hos styrelsen om övergången. Anmäler sig fler än en lösningsberättigad, ska samtliga aktier så långt det är möjligt fördelas mellan de lösningsberättigade i förhållande till deras tidigare innehav av aktier i aktiebolaget. Återstående aktier fördelas genom lottning av aktiebolagets styrelse eller, om någon lösningsberättigad begär det, av notarius publicus. Har en aktie som är underkastad lösningrätt överlåtits mot vederlag, ska lösenbeloppet motsvara vederlaget, om inte särskilda skäl föranleder annat. Lösenbeloppet ska erläggas inom en månad från den tidpunkt

lösenbeloppet blev bestämt. Talan i en fråga om hembud måste väckas inom två månader från den dag då lösningsanspråket framställdes hos aktiebolaget.

SEB**Bankintyg**

Datum

2011-12-21

Kontor/Avdelning
5267
Adress
Odengatan 71
Postadress
10640 Stockholm
SVERIGE

Bildandet av aktiebolag

Handläggare Henrik Flood	Telefon 0771621000
Kontohavare (Bolagets firma med tillägget "under bildande") Aktieboken 7679 AB under bildande	
Utdelningsadress (gata, box) BOX 6069	
Postnummer och postort 102 32 STOCKHOLM	Telefon 08-54545454
Kontonummer 52671098898	
Insatt belopp i SEK (med bokstäver) FEMTIOTUSEN KRONOR	(Med siffror) 50000

Banken bekräftar att beloppet har satts in på kontot. Enligt kontohavarens uppgift avser beloppet betalning för bolagets aktier.

Uttag från kontot har inte skett Uttag från kontot har skett först den

Ort Stockholm	Datum 2011-12-21
Bankens underskrift	
SEB	
	Undertecknad av: Henrik Flood 2011-12-21

PIDD 5353912

11/10/17

3.Ändringsanmälan 2016.10.16
DIARIEFÖRINGSBILD

14:36

STATUS: KK 21

DNR....: 53539/12 ENH: S1 INK DAT: 2012-02-06 12:36 ANT INNEL Ä:

ORG NR.: 556879-0595 OBJ TYP: AB DIARIEF AV.: VVV

FIRMA..: Astartes Sverige AB TYP:

INK MEDIA..: S

REG LÄN: SÄTE: Uppsala RÄKÅR: 0701-0630

RÄK PER: - - - - -

RUBR...: ORDN FIRM SÄTE FÖR PA

E-POST INGIVARE.....: tom@startabolag.com

AVS.....: 119 NAMN..: STARTABOLAG SKANDINAVIEN AB

ADRESS: BOX 6069

HANDL..: EKD POSTNR: 102 32 ORT: STOCKHOLM

ANK....: 269 LAND..:

MEDDEL.: 2012-02-15 - - - - SALDO: 1000 DEP

KOMPL..: 2012-02-20 - - - -

TID DNR: / OMP(J): ÖKL(J): NYTT DNR..:

AVSLUT: 2012-02-21 KUNG.DAT: 2012-02-23 REG

851 81 Sundsvall
 Tfn: 060-18 40 00 - Fax: 060-12 98 40
 bolagsverket@bolagsverket.se - www.bolagsverket.se

Datum
 2012-02-06

4000226011

ID-nummer

Organisationsnummer

556879-0595

Företagsnamn (firma)

Aktieboken 7679 AB

Ombud/kontaktperson

Namn (förnamn och efternamn) STARTABOLAG SKANDINAVIEN		Ombudets telefonnummer 08-54545454
Postadress BOX 6069	Postnummer 102 32	Postort STOCKHOLM
Ombudets e-postadress tom@startabolag.com		

Denna anmälan avser:

Ändring av bolagsordning
Ändring av firma
Ändring av säte
Ändring av företrädare/firmateckning
Ändring av företagets postadress

Registreringsavgift

Avgift för detta ärende 1000	Bankgiro nummer 5050-0255
---------------------------------	------------------------------

Företagets nya adress

c/o		
Postadress Rackarbergsgatan 102	Postnummer 752 32	Postort Uppsala

Förslag till nytt företagsnamn (firma)

Förslag nummer 1 Astartes AB

Styrelseledamöter

<input checked="" type="checkbox"/> Ny <input type="checkbox"/> Ändring		
Personnummer 830206-1919		
Efternamn Svanberg	Samtliga förnamn Björn	
Postadress Rackarbergsgatan 102	Postnummer 752 32	Postort Uppsala

Styrelsesuppleanter

Styrelsesuppleanter

<input checked="" type="checkbox"/> Ny <input type="checkbox"/> Ändring		
Personnummer 860704-1996		
Efternamn Landelius	Samtliga förnamn Daniel	
Postadress Karlfeldtsg. 30, Lgh 1002	Postnummer 754 21	Postort Uppsala

Firmateckning

Firman tecknas		
<input type="checkbox"/> av styrelsen. Aktiebolagslagens grundregel. Denna regel kan inte inskränkas.	<input type="checkbox"/> var för sig av ledamoten och suppleanten.	<input type="checkbox"/> var för sig av ledamöterna.
<input type="checkbox"/> två i förening av ledamöterna.	<input type="checkbox"/> av ledamoten/ledamöterna och suppleanten/suppleanterna var för sig.	<input checked="" type="checkbox"/> enligt nedan
styrelsen		

Avgående funktionärer

Per Rydberg	Styrelseledamot
Tom Thorén	Styrelsesuppleant

Försäkran och underskrifter

Undertecknad försäkrar härmed på heder och samvete att:

-den/de person/personer som nu anmäls för registrering har de kvalifikationer/uppfyller de behörighetskrav som finns angivna i aktiebolagslagen och aktiebolagsförordningen för den avsedda befattningen och har åtagit sig uppdraget.

-de anmälda uppgifterna överensstämmer med de beslut som bolaget har fattat.



Undertecknad av:

Per Rydberg

2012-02-06

Extra bolagsstämmoprotokoll

Avskrift av protokoll fört vid stämman med aktieägarna i Aktieboken 7679 AB, 5568790595

Datum Ort
2012-02-06 Stockholm

§ 1

Till ordförande valdes Björn Svanberg till justeringsman valdes Daniel Landelius och till protokollförare valdes Björn Svanberg.

§ 2

Följande röstlängd upprättades:

Namn	Antal aktier/röster
Björn Svanberg	500

§ 3

Förteckning över närvarande aktieägare godkändes som röstlängd.

§ 4

Stämman konstaterades vara sammankallad i laga ordning och dagordningen godkändes.

§ 5

Fram till nästa årsstämma valdes:

Styrelseledamot	Björn Svanberg
Styrelsesuppleant	Daniel Landelius

§ 6

Stämman beslutade att anta bifogad bolagsordning.

§ 7

Samtliga beslut fattades enhälligt.

Ordförande	Justerare
Björn Svanberg	Daniel Landelius
Björn Svanberg	Daniel Landelius
Protokollförare	
Björn Svanberg	
Björn Svanberg	

Försäkran och underskrifter

Jag intygar att innehållet i denna elektroniska handling är ett utdrag av innehållet i originalhandlingen och att originalet undertecknats av den eller de personer som enligt lag ska underteckna handlingen



Undertecknad av:

Per Rydberg

2012-02-06

Bolagsordning

- § 1 Firma**
Bolagets firma (namn) är Astartes AB.
- § 2 Styrelsens säte**
Styrelsen har sitt säte i Uppsala kommun.
- § 3 Verksamhet**
Föremålet för bolagets verksamhet skall vara telemarketing, huvudsakligen försäljning av el-abonnemang även besöksbokning och kundtjänstuppsdrag samt därmed förenlig verksamhet.
- § 4 Aktiekapital**
Aktiekapitalet ska vara lägst 50000 och högst 200000 sek.
- § 5 Antal aktier**
Antal aktier ska vara lägst 500 och högst 2000.
- § 6 Styrelse**
Styrelsen ska bestå av lägst 1 och högst 10 ledamöter med lägst 0 och högst 10 suppleanter.
- § 7 Revisorer**
Bolaget ska inte ha revisor. Bolagsstämman kan dock enligt reglerna i aktiebolagslagen välja att ändå utse revisor.
- § 8 Kallelse**
Kallelse sker genom brev inom den tid som anges i aktiebolagslagen.
- § 9 Ärenden på årsstämma**
På årsstämman ska följande ärenden behandlas.
1. Val av ordförande.
 2. Upprättande och godkännande av röstlängd.
 3. Val av en eller två justeringsmän.
 4. Prövande av om stämman blivit behörigen sammankallad.
 5. Godkännande av dagordning.
 6. Framläggande av årsredovisningen och revisionsberättelsen.
 7. Beslut om följande.
 - a) Fastställande av resultaträkningen och balansräkningen.
 - b) Disposition av aktiebolagets vinst eller förlust enligt den fastställda balansräkningen.
 - c) Ansvarsfrihet åt styrelseledamöterna och verkställande direktören när sådan förekommer.
 8. Fastställande av arvoden till styrelsen och i vissa fall revisorerna.
 9. Val till styrelsen och i vissa fall av revisorer.
 10. Annat ärende, som ska tas upp på stämman enligt aktiebolagslagen (2005:551) eller bolagsordningen.
- § 10 Räkenskapsår**
Räkenskapsår är 1 juli - 30 juni.
- § 11 Bolagsordningen innehåller följande förbehåll**
- Hembud**
Har en aktie övergått från en aktieägare till en person som inte är aktieägare i bolaget har övriga aktieägare rätt att lösa aktien. Lösningrätten ska kunna utnyttjas även för ett mindre antal aktier än erbjudandet omfattar. Den nye ägaren av aktien ska genast skriftligen anmäla övergången till aktiebolagets styrelse. Han ska också visa på vilket sätt han har fått äganderätt till aktien. När anmälan om en akties övergång har gjorts ska styrelsen genast meddela detta till varje lösningsberättigad vars postadress är känd för aktiebolaget. Styrelsen uppmanar de lösningsberättigade att skriftligen framställa lösningsanspråk hos aktiebolaget, senast inom två månader räknat från anmälan hos styrelsen om övergången. Anmäler sig fler än en lösningsberättigad, ska samtliga aktier så långt det är möjligt fördelas mellan de lösningsberättigade i förhållande till deras tidigare innehav av aktier i aktiebolaget. Återstående aktier fördelas genom lottning av aktiebolagets styrelse eller, om någon lösningsberättigad begär det, av notarius publicus. Har en aktie som är underkastad lösningsrätt överlåtits mot vederlag, ska lösenbeloppet motsvara

vederlaget, om inte särskilda skäl föranleder annat. Lösenbeloppet ska erläggas inom en månad från den tidpunkt lösenbeloppet blev bestämt. Talan i en fråga om hembud måste väckas inom två månader från den dag då lösningsanspråket framställdes hos aktiebolaget.

Lindgren Gun

Från: Per Rydberg [per@startabolag.com]

Skickat: den 20 februari 2012 09:19

Till: svar@bolagsverket.se

Ämne: 53539/12 (Firmaförslag)

Namnförslag

Astartes Sverige AB

Hälsningar Jur. kand. Per Rydberg

Startabolag AB, Box 6069, 102 32 Stockholm. Besöksadress: Tegnérgatan 37

Telnr 08 54 54 54 54 Mobil 070 765 50 48

www.startabolag.com (organisationsnummer till lagerbolag direkt, dygnet runt)

PIDD 30155312

11/10/17

4.Ändringsansökan 120802.pdf

DIARIEFÖRINGSBILD

14:38

STATUS: KK 21

DNR....: 301553/12 ENH: 6A INK DAT: 2012-08-02 09:33 ANT INNEL Ä:

ORG NR.: 556879-0595 OBJ TYP: AB DIARIEF AV.: DAU

FIRMA..: Astartes Sverige AB

TYP:

INK MEDIA..: S

REG LÄN:

SÄTE: Uppsala

RÄKÅR: 0701-0630

RÄK PER: - - - - -

RUBR...: PA EPA

E-POST INGIVARE.....:

AVS.....: NAMN..: Astartes Sverige AB

ADRESS: Smedsgränd 3

HANDL..: DAU POSTNR: 753 20 ORT: UPPSALA

ANK....: 000 LAND..:

MEDDEL.: - - - - - SALDO: 0

KOMPL..: - - - - -

TID DNR: / OMP(J): ÖKL(J): NYTT DNR..:

AVSLUT: 2012-08-02 KUNG.DAT: 2012-08-06 REG

851 81 Sundsvall
 Tfn: 0771-670 670 - Fax: 060-12 98 40
 bolagsverket@bolagsverket.se - www.bolagsverket.se

Datum
 2012-08-02

7304034494

ID-nummer

Organisationsnummer

556879-0595

Företagsnamn (firma)

Astartes Sverige AB

Denna anmälan avser:

Ändring av företagets postadress

Ändring av företagets e-postadress

Registreringsavgift

Avgift för detta ärende	Bankgiro nummer
0	

Företagets nya adress

c/o

Postadress	Postnummer	Postort
Smedsgränd 3	753 20	UPPSALA
Företagets e-postadress		
info@astartes.se		

Underskrift

Undertecknad av:
 BJÖRN ANDREAS SVANBERG
 2012-08-02

PIDD 40868112

11/10/17

5.Ändringsmätan 21075.pdf

DIARIEFÖRINGSBILD

14:39

STATUS: KK 21

DNR....: 408681/12 ENH: D1 INK DAT: 2012-10-25 08:00 ANT INNEL Ä:

ORG NR.: 556879-0595 OBJ TYP: AB DIARIEF AV.: SUL

FIRMA..: Astartes Sverige AB TYP:

INK MEDIA..: I

REG LÄN: SÄTE: Uppsala RÄKÅR: 0701-0630

RÄK PER: - - - - -

RUBR...: FÖR

E-POST INGIVARE.....:

AVS....: NAMN..: STARTABOLAG AB

PER RYDBERG

ADRESS: BOX 6069

HANDL..: TUR POSTNR: 102 32 ORT: STOCKHOLM

ANK....: 577 LAND..:

MEDDEL.: 2012-10-30 - - - - SALDO: 0

KOMPL..: 2012-11-16 2012-11-16 - - - -

TID DNR: / OMP(J): ÖKL(J): NYTT DNR..:

AVSLUT: 2012-11-20 AVSKR

Granbom Gabriella

Från: Per Rydberg <per@startabolag.com>
Skickat: den 25 oktober 2012 15:30
Till: bolagsverket@bolagsverket.se
Ämne: nytt ärende - se bilaga
Bifogade filer: Ändringshandlingar Astartes.pdf

Hälsningar Jur. kand. Per Rydberg
Startabolag AB, Box 6069. 102 32 Stockholm. Besöksadress: Tegnérgatan 37
Telnr 08 54 54 54 54 Mobil 070 765 50 48
www.startabolag.com (organisationsnummer till lagerbolag direkt, dygnet runt)

**Till: Bolagsverket 851 81 Sundsvall
Ändringsanmälan - Aktiebolag
2012-10-25**

Bolag

Astartes Sverige AB

Org. Nr 556879-0595

Bolagets ombud/kontaktman Startabolag Skandinavien AB, Per Rydberg, Tom Thorén, Box 6069 102 32
Stockholm Tel: 08-54 54 54 54 Fax: 08-54 54 54 50. info@startabolag.com.

Denna anmälan avser ändring av: **funktionärer**

Funktionärer

Styrelseledamot: Emil Amir Ingmanson, 771006-0570, 42 Emerson Crt Fl 2, Triq 12-Ktattjen,
Swieqi, MALTA (bifogar passkopia)

Suppleant & Delgivningsbar person: Björn Andreas Svanberg, 830206-1919, Rackarbergsgatan 102,
752 32 UPPSALA

Avgående funktionärer

Landelius, Lars Anders Daniel Egon

Försäkran och underskrift

Anmälan ska vara undertecknad av en styrelseledamot eller av verkställande direktören.

Undertecknad försäkrar härmed på heder och samvete att

- samtliga ovan nämnda, styrelseledamöter, styrelsesuppleanter, verkställande direktör, vice verkställande direktör, extern firmatecknare, revisorer och revisorsuppleanter eller huvudansvarig revisor, lekmannarevisorer och suppleanter för lekmannarevisorer, inte har förvaltare enligt 11 kap. 7 § föräldrabalken och inte heller är i konkurs
- bolagets revisorer uppfyller behörighetskraven enligt 9 kap. 10-13 §§ aktiebolagslagen, samt för kreditmarknadsbolag, behörighetskraven enligt 10 kap. 9 § första stycket lagen om bank- och finansieringsrörelse
- eventuell särskild delgivningsmottagare inte har förvaltare enligt 11 kap. 7 § föräldrabalken
- eventuella lekmannarevisorer uppfyller behörighetskraven enligt 10 kap. 9 § aktiebolagslagen
- de personer som har utsetts till styrelseledamöter, styrelsesuppleanter, styrelseordförande, verkställande direktör, vice verkställande direktör, firmatecknare, särskild delgivningsmottagare, revisorer, revisorssuppleanter, lekmannarevisorer och suppleanter för lekmannarevisorer har åtagit sig uppdragen
- val av en styrelseordförande, verkställande direktör, vice verkställande direktörer, firmatecknare och särskild delgivningsmottagare samt att uppgifterna om hur firman tecknas överensstämmer med de beslut som bolaget har fattat.

Stockholm 2012-10-25

Emil Amir Ingmanson

Avgiften för ändringarna är inbetalt på Bolagsverkets konto. Bilagor: protokoll

Protokoll fört vid extra bolagsstämma i Astartes Sverige AB, Stockholm 2012-10-25**§ 1**

Till ordförande för stämman och att föra dagens protokoll valdes Emil Amir Ingmanson. Björn Andreas Svanberg valdes till att justera protokollet.

§ 2

Följande deltagarförteckning och röstlängd upprättades:

Närvarande aktieägare

	Aktier	Röster
Solid Equity Nordic AB, Afram Gergeo	500	500
Summa	500	500

Röstlängden godkändes av stämman

§ 3

Stämman förklarades sammankallad i laga ordning.

§ 4

För tiden intill slutet av nästa ordinarie bolagsstämma valdes Emil Amir Ingmanson till ledamot och Björn Andreas Svanberg till suppleant.

§ 5

Stämman fattade beslut att ändra i bolagsordningen.

§ 6

Det antecknades att samtliga beslut var enhälliga. Då inga övriga ärenden förelåg förklarade ordföranden stämman avslutad.

Vid protokollet

Justeras

Emil Amir Ingmanson

Björn Andreas Svanberg

Styrelseprotokoll fört vid sammanträde med styrelsen i Astartes Sverige AB, Stockholm 2012-10-25

Närvarande

Emil Amir Ingmanson - Björn Andreas Svanberg

1 §.

Sammanträdet öppnades av Emil Amir Ingmanson som utsågs till ordförande. Protokollet skulle föras av Emil Amir Ingmanson och justeras av Björn Andreas Svanberg

2 §.

Det beslöts att bolagets firma skulle tecknas av ledamoten och suppleanten var för sig. Björn Andreas Svanberg valde till delgivningsbar person. Det noterades att besluten var enhälliga.

3 §.

Sammanträdet avslutades.

Vid protokollet

Justeras

Emil Amir Ingmanson

Björn Andreas Svanberg

Nilsson Ing-Marie

Från: Tom Thorén <tom@startabolag.com>
Skickat: den 16 november 2012 14:22
Till: bolagsverket@bolagsverket.se
Ämne: Dnr. 408681/12

Vi återkallar ärendet i dess helhet.

Bästa hälsningar
Tom

Tom Thorén
Startabolag Skandinavien AB
Box 6069, S-102 32 Stockholm
Tel. +46 8 54 54 54 51
Fax. +46 8 54 54 54 50
Mob. +46 708 64 05 60
tom@startabolag.com
www.startabolag.com

Datum 2012-11-20

STARTABOLAG AB
 PER RYDBERG
 BOX 6069
 102 32 STOCKHOLM

201211210138

NÄRINGSIDKARE	Firma (namn)	Astartes Sverige AB
	Organisationsnummer	556879-0595
INGIVARE		STARTABOLAG AB

ÄRENDE	Diarienummer	408681/12	Handläggare	TURID ÅSANDER
	Enhet	D1	Telefon	060-184577

Ärendet har avskrivits från vidare handläggning med anledning av att
 - ärendet har återkallats.

Ärendet avsåg ändring av företrädare/firmateckning.

I tjänsten

TURID ÅSANDER

Detta beslut kan överklagas.

Den som vill överklaga beslutet skall göra det skriftligen. Skrivelsen skall vara ställd till Förvaltningsrätten i Härnösand, men sändas till Bolagsverket, 851 81 Sundsvall. I skrivelsen skall anges det beslut som överklagas och den ändring som begärs. Den skall ha inkommit till Bolagsverket inom två månader från beslutets dag.

PIDD 43937012

11/10/17

6.Ändringsämälän 211115 del 1 opp

DIARIEFÖRINGSBILD

14:43

STATUS: KK 21

DNR....: 439370/12 ENH: D2 INK DAT: 2012-11-16 08:00 ANT INNEL Ä:

ORG NR.: 556879-0595 OBJ TYP: AB DIARIEF AV.: GGM

FIRMA...: Astartes Sverige AB

TYP:

INK MEDIA...: P

REG LÄN:

SÄTE: Uppsala

RÄKÅR: 0701-0630

RÄK PER: - - - - -

RUBR...: ÖKNY

E-POST INGIVARE.....: info@startabolag.com

AVS.....: NAMN...: PER RYDBERG

STARTABOLAG SKANDINAVIEN

ADRESS: BOX 6069

HANDL...: SMN POSTNR: 102 32 ORT: STOCKHOLM

ANK....: 349 LAND...:

MEDDEL.: 2012-11-21 - - - - - SALDO: 900

KOMPL...: - - - - -

TID DNR: / OMP(J): ÖKL(J): NYTT DNR...:

AVSLUT: 2012-11-23 KUNG.DAT: 2012-11-27 REG

**Till: Bolagsverket Bolagsavdelningen 851 81 Sundsvall
Ändringsanmälan – Aktiebolag 2012-08-01**

Nyemission

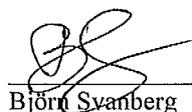
Bolag Astartes AB **Org. nr:** 556879-0595

Bolagets ombud/kontaktman Startabolag Skandinavien AB, Per Rydberg, Tom Thorén, Box 6069, 102 32
Stockholm Tel: 08-54 54 54 54 Fax: 08-54 54 54 50. info@startabolag.com.

Nyemission, beslutsdatum **2012-08-01**

Kontantemission. AK ökning 100 000 kronor. AK efter ökning 150 000 kronor. Antal nya aktier 1000 stycken. Teckningspris 100 kr per aktie. Efter nyemissionen är lägsta antal aktier fortfarande 500 st och högsta antal aktier 2000 st

Stockholm 2012-08-01



Björn Svanberg

Protokoll för vid extra bolagsstämma i Astartes AB Stockholm 2012-08-01

1 §

Till ordförande för stämman och att föra dagens protokoll valdes Björn Svanberg. Amir Ingmanson valdes till att justera protokollet.

2 §

Följande deltagarförteckning och röstlängd upprättades:

Närvarande aktieägare

	Aktier	Röster
Björn Svanberg	500	500
Summa	500	500

Röstlängden godkändes av stämman

3 §

Stämman förklarades sammankallad i laga ordning.

4 §

Beslutades om nyemission enligt följande villkor; bolaget skall utge 1000 st nya aktier, pris 100 kr/st, betalning (kontanter) skall ske senast inom två veckor från beslutsdatum, tidigare aktieägare äger företräde till de nya aktierna i förhållande till tidigare innehav, teckning skall ske i bolagsstämmoprotokollet, vid överteckning sker fördelning av styrelsen, nya aktier berättigar till andel i vinst från och med innevarande räkenskapsår, hembud gäller för de nya aktierna.

Aktieteckning

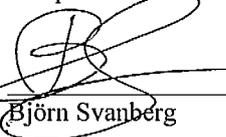


Solid/Equity Nordic AB, Afram Gergeo, 1000 aktier

5 §

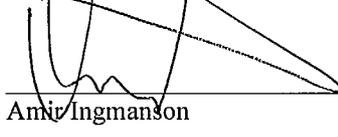
Det antecknades att samtliga beslut var enhälliga. Då inga övriga ärenden förelåg förklarade ordföranden stämman avslutad.

Vid protokollet



Björn Svanberg

Justeras



Amir Ingmanson

BANKINTYG

 Bildande av aktiebolag Ökning av aktiekapitalet genom kontantbetalning
 Kontor
STORA TORGET

BILDANDE AV AKTIEBOLAG

Kontohavare (bolagets firma med tillägget "under bildande")

Postutdelningsadress

Postnummer och ort

Telefon (även riktnr)

Kontonummer ¹

Insatt belopp kr (med bokstäver)

¹ (med siffror)
 Banken bekräftar att beloppet har satts in på kontot.
Enligt kontohavarens uppgift avser beloppet betalning för bolagets aktier
 Uttag från kontot har inte skett Uttag från kontot har först skett den _____

Ort och datum

Bankens underskrift

¹ Insättning ska ske på ett särskilt konto, som öppnats för betalning av bolagets aktier.

ÖKNING AV AKTIEKAPITALET GENOM KONTANTBETALNING

Kontohavare (bolagets firma)

ASTARTES SVERIGE AB

Postutdelningsadress

SMEDSGRÄND 3

Organisationsnummer

556879-0595

Postnummer och ort

75320 UPPSALA

Telefon (även riktnr)

Kontonummer ²

8381-6,914 248 735-5

Insatt belopp kr (med bokstäver)

ETT HUNDRA TUSEN KRONOR

¹ (med siffror)

100 000,00

Banken bekräftar att beloppet har satts in på kontot. Enligt kontohavarens uppgift avser beloppet betalning för

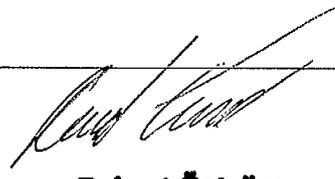
 nyemitterade aktier nya aktier med utnyttjande av teckningsoptioner tecknade konvertibler

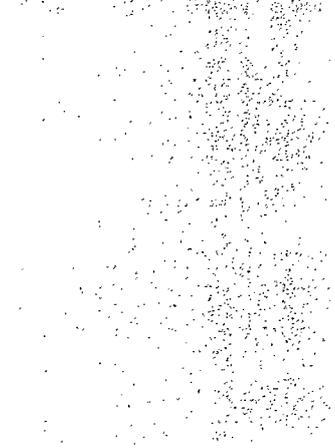
Ort och datum

UPPSALA

2012-08-02

Bankens underskrift



Robert Öström
² Insättning ska ske på ett särskilt konto, som öppnats för ovan ikryssat ändamål.



iniva Ö stycke

PIDD 44211012

11/10/17

7.Ändringsanmälan 121116 del 2.pdf

DIARIEFÖRINGSBILD

14:48

STATUS: KK 21

DNR....: 442110/12 ENH: D1 INK DAT: 2012-11-16 08:00 ANT INNEL Ä:

ORG NR.: 556879-0595 OBJ TYP: AB DIARIEF AV.: GUN

FIRMA..: Astartes Sverige AB

TYP:

INK MEDIA..: I

REG LÄN:

SÄTE: Uppsala

RÄKÅR: 0701-0630

RÄK PER: - - - - -

RUBR...: FÖR

E-POST INGIVARE.....: info@startabolag.com

AVS....: NAMN..: STARTABOLAG SKANDINAVIEN AB

PER RYDBERG, TOM THORÉN

ADRESS: BOX 6069

HANDL...: TUR POSTNR: 102 32 ORT: STOCKHOLM

ANK.....: 577 LAND..:

MEDDEL.: 2012-11-20 - - - - SALDO: 900

KOMPL...: 2012-11-20 - - - - - -

TID DNR: / OMP(J): ÖKL(J): NYTT DNR..:

AVSLUT: 2012-11-28 KUNG.DAT: 2012-11-30 REG

Köhler Angelica

Från: insidan@bolagsverket.se
Skickat: den 20 november 2012 11:11
Till: Internpost
Ämne: Beställning av omskanning

Beställare

Namn: Turid Åsander
Sektion: D1
Ankn: 4577

Handling

Inkomdatum: 2012-11-16

Diarieföring

Lägg upp nytt ärende
Företagsform: AB
Org.nr: 556879-0595
Rubriceringar: FÖR

Ombud/ny adress

Startabolag Skandinavien AB
Per Rydberg, Tom Thorén
Box 6069
102 32 Stockholm
info@startabolag.com

Övrigt

Handlingar finns i dnr 408681/12

Ärendefördelning

Ärendet önskas till handläggare TUR

**Till: Bolagsverket 851 81 Sundsvall
Ändringsanmälan - Aktiebolag
2012-10-25**

Bolag Astartes Sverige AB **Org. Nr** 556879-0595

Bolagets ombud/kontaktman Startabolag Skandinavien AB, Per Rydberg, Tom Thorén, Box 6069 102 32
Stockholm Tel: 08-54 54 54 54 Fax: 08-54 54 54 50. info@startabolag.com.

Denna anmälan avser ändring av: **funktionärer**

Funktionärer

Styrelseledamot: Emil Amir Ingmanson, 771006-0570, 42 Emerson Crt Fl 2, Triq 12-Ktajjen,
Swieqi, MALTA (bifogar passkopia)

Suppleant & Delgivningsbar person: Björn Andreas Svanberg, 830206-1919, Rackarbergsgatan 102,
752 32 UPPSALA

Avgående funktionärer

Landelius, Lars Anders Daniel Egon

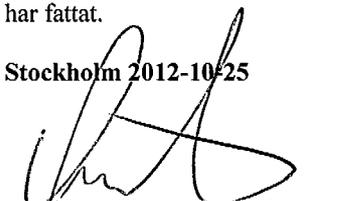
Försäkran och underskrift

Anmälan ska vara undertecknad av en styrelseledamot eller av verkställande direktören.

Undertecknad försäkrar härmed på heder och samvete att

- samtliga ovan nämnda, styrelseledamöter, styrelsesuppleanter, verkställande direktör, vice verkställande direktör, extern firmatecknare, revisorer och revisorsuppleanter eller huvudansvarig revisor, lekmannarevisorer och suppleanter för lekmannarevisorer, inte har förvaltare enligt 11 kap. 7 § föräldrabalken och inte heller är i konkurs
- bolagets revisorer uppfyller behörighetskraven enligt 9 kap. 10-13 §§ aktiebolagslagen, samt för kreditmarknadsbolag, behörighetskraven enligt 10 kap. 9 § första stycket lagen om bank- och finansieringsrörelse
- eventuell särskild delgivningsmottagare inte har förvaltare enligt 11 kap. 7 § föräldrabalken
- eventuella lekmannarevisorer uppfyller behörighetskraven enligt 10 kap. 9 § aktiebolagslagen
- de personer som har utsetts till styrelseledamöter, styrelsesuppleanter, styrelseordförande, verkställande direktör, vice verkställande direktör, firmatecknare, särskild delgivningsmottagare, revisorer, revisorssuppleanter, lekmannarevisorer och suppleanter för lekmannarevisorer har åtagit sig uppdragen
- val av en styrelseordförande, verkställande direktör, vice verkställande direktörer, firmatecknare och särskild delgivningsmottagare samt att uppgifterna om hur firman tecknas överensstämmer med de beslut som bolaget har fattat.

Stockholm 2012-10-25



Emil Amir Ingmanson

Avgiften för ändringarna är inbetalt på Bolagsverkets konto. Bilagor: protokoll

Protokoll fört vid extra bolagsstämma i Astartes Sverige AB, Stockholm 2012-10-25**§ 1**

Till ordförande för stämman och att föra dagens protokoll valdes Emil Amir Ingmanson. Björn Andreas Svanberg valdes till att justera protokollet.

§ 2

Följande deltagarförteckning och röstlängd upprättades:

Närvarande aktieägare

	Aktier	Röster
Solid Equity Nordic AB, Afram Gergeo	2500	2500
Summa	2500	2500

Röstlängden godkändes av stämman

§ 3

Stämman förklarades sammankallad i laga ordning.

§ 4

För tiden intill slutet av nästa ordinarie bolagsstämma valdes Emil Amir Ingmanson till ledamot och Björn Andreas Svanberg till suppleant.

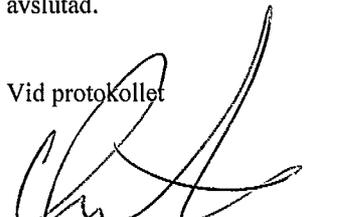
§ 5

Stämman fattade beslut att ändra i bolagsordningen.

§ 6

Det antecknades att samtliga beslut var enhälliga. Då inga övriga ärenden förelåg förklarade ordföranden stämman avslutad.

Vid protokollet



Emil Amir Ingmanson

Justeras



Björn Andreas Svanberg

Styrelseprotokoll fört vid sammanträde med styrelsen i Astartes Sverige AB, Stockholm 2012-10-25

Närvarande

Emil Amir Ingmanson - Björn Andreas Svanberg

1 §.

Sammanträdet öppnades av Emil Amir Ingmanson som utsågs till ordförande. Protokollet skulle föras av Emil Amir Ingmanson och justeras av Björn Andreas Svanberg

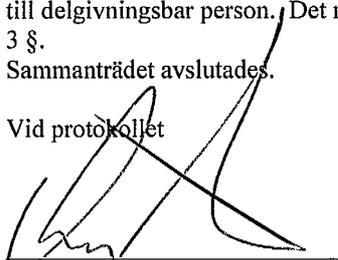
2 §.

Det beslöts att bolagets firma skulle tecknas av ledamoten och suppleanten var för sig. Björn Andreas Svanberg valdes till delgivningsbar person. Det noterades att besluten var enhälliga.

3 §.

Sammanträdet avslutades.

Vid protokollet



Emil Amir Ingmanson

Justeras



Björn Andreas Svanberg

2012111603033


KARTA TA' IDENTITÀ MALTA
Nru./No. **0075465A 912**



Isem / Name
INGMANSON Emil Amir

Indirizz / Address
**146, Fl 2,
Triq Santa Marija,
Tas-Sliema**

Firma / Signature



Kummissarju tal-Pulizija / Police Commissioner

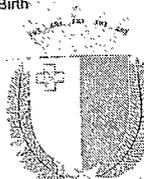


Komunikazzjoni dwar l-identifikazzjoni
 tal-persuni

2012111603034

Repubblika ta' Malta

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



**FOR USE IN MALTA ONLY
NOT VALID FOR TRAVEL**

RELEVANT INFORMATION

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

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

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

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

NOTICE TO THE HOLDER OF THIS DOCUMENT

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

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

MINISTRY OF FOREIGN AFFAIRS
PALAZZO PARLINO, MERCHANTS STREET
VALLETTA, MALTA



**REPUBLIC OF
MALTA**

**RESIDENCE DOCUMENTATION
FOR A NATIONAL OF THE
EUROPEAN ECONOMIC AREA (EEA)
OR FOR A FAMILY MEMBER
OF SUCH A NATIONAL**

*Department for Citizenship
and Expatriate Affairs*

Bolagsordning

- 2012111603037
- 1 § Bolagets firma är Astartes AB.
- 2 § Styrelsen skall ha sitt säte i Uppsala kommun.
- 3 § Föremålet för bolagets verksamhet skall vara telemarketing, huvudsakligen försäljning av el-abonnemang även besöksbokning och kundtjänstupdrag samt därmed förenlig verksamhet.
- 4 § Aktiekapitalet skall vara lägst 200 000 kr och högst 500 000 kr
- 5 § Antalet aktier skall vara lägst ²⁰⁰⁰ 1 stycken och högst 8000 st
- 6 § Styrelsen skall bestå av lägst 1 och högst 10 ordinarie ledamöter med lägst 0 och högst 10 suppleanter. Om styrelsen består av mindre än 3 ledamöter skall minst en suppleant väljas. Ledamöterna och suppleanterna väljs årligen på årstämma för tiden intill slutet av nästa årsstämma.
- 7 § Aktiebolaget ska inte ha revisor. Bolagsstämman kan dock enligt reglerna i Aktiebolagslagen välja att ändå utse en revisor.
- 8 § Kallelse till ordinarie bolagsstämma skall ske genom brev med posten till aktieägarna.
- 9 § Bolagets räkenskapsår skall vara 1/7 - 30/6.
- 10 § Har aktie övergått till person, som inte förut är aktieägare i bolaget, skall aktien genast hembjudas aktieägarna till inlösen genom skriftlig anmälan hos bolagets styrelse. Åtkomsten av aktien skall därvid styrkas samt, där aktien övergått genom köp, uppgift lämnas om köpesumman samt uppgift lämnas om de villkor förvärvaren ställer för inlösen.
Inlösen måste avse samtliga hembjudna aktier.
Lösenbeloppet skall utgöras, där fångat är köp, av köpeskillingen, men eljest skall priset bestämmas så att det motsvarar det pris som kan påräknas vid en försäljning under normala förhållanden.
Anmäler sig fler lösningsberättigade, skall företrädesrätten dem emellan bestämmas genom lottning, verkställd av notarius publicus, dock att, om samtidigt flera aktier hembjudits, aktierna först, så långt kan ske, skall fördelas bland de som framställt lösningsanspråk i proportion till tidigare innehav.
Kommer förvärvaren och den som har begärt att få lösa in aktierna inte överens i frågan om inlösen, får den som har begärt inlösen väcka talan senast inom två månader. Tvisten skall avgöras i den ordning Lag (1999:116) om skiljeförfarande stadgar.
Om inte någon lösningsberättigad, inom två månader räknat från anmälan hos styrelsen om aktiens övergång, framställer lösningsanspråk eller lösen inte erläggs inom en månad från den tidpunkt lösenbeloppet blev bestämt, äger den som gjort hembudet, att bli registrerad för aktien.

Löfdahl Ann-Christine

Från: Per Rydberg <per@startabolag.com>
Skickat: den 20 november 2012 15:49
Till: svar@bolagsverket.se
Ämne: SV: Meddelande om ditt ärende hos Bolagsverket, ärendenummer 442110/12
Bifogade filer: scannad bolagsordning.pdf

här kommer den

observera övriga ärenden (nyemission ggr 2)

Hälsningar Jur. kand. Per Rydberg
Startabolag AB, Box 6069. 102 32 Stockholm. Besöksadress: Tegnérgatan 37
Telnr 08 54 54 54 54 Mobil 070 765 50 48
www.startabolag.com (organisationsnummer till lagerbolag direkt, dygnet runt)

Från: svar@bolagsverket.se [svar@bolagsverket.se]
Skickat: den 20 november 2012 15:20
Till: Per Rydberg
Ämne: Meddelande om ditt ärende hos Bolagsverket, ärendenummer 442110/12

Ni behöver komplettera ert ärende

Uppgifter om ärendet

Företagsnamn: Astartes Sverige AB, 556879-0595
Företagsform: aktiebolag
Ärendet gäller: ändring av företagsuppgifter
Ärendenummer: 442110/12 - uppge detta nummer när ni kontaktar oss
Ärendet kom in: 2012-11-16
Meddelandets datum: 2012-11-20
Senaste svarsdag: 2012-12-11
Handläggare: TURID ÅSANDER, 060-184577
Ombud/ingivare: info@startabolag.com
STARTABOLAG SKANDINAVIEN AB
PER RYDBERG, TOM THORÉN
BOX 6069
102 32 STOCKHOLM

Vi behöver fler uppgifter från er för att kunna behandla ert ärende. Ni föreläggs därför att komplettera ert ärende på följande sätt senast den 2012-12-11.

Vi försöker ta hand om er kompletterande handling inom 3 arbetsdagar. Siffrorna under rubriken Anmärkningar behövs för vår handläggning.

Anmärkningar

038

Antalet aktier i bolagsstämmoprotokollets röstlängd stämmer inte överens med antalet aktier som finns registrerat i

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Skicka in en ny bolagsordning med aktiegränser som inrymmer aktiebolagets registrerade aktier. Om ni har skrivit en lägsta och högsta gräns för aktiekapital ska ni skriva en motsvarande lägsta och högsta gräns för antal aktier.

997

Se "Anmärkningar/övriga upplysningar" nedan.

Övriga upplysningar

Bolagets namn är ej korrekt angivet i bolagsordningen, §1. Skicka in en ny bolagsordning.

38 och 113)

Bolaget har 50.000 i aktiekapital och 500 aktier.

Kompletera ert ärende så här

Ska ni skicka in en handling i original eller en bestyrkt kopia måste ni skicka den med posten. Övriga uppgifter kan ni skicka via e-post.

Har ni skickat in ert ärende via verksamt.se?

Då kan ni också komplettera ärendet i e-tjänsten.

Har ni skickat in ert ärende via post?

Då kan ni göra vissa kompletteringar via verksamt.se om det gäller någon av företagsformerna: enskild näringsidkare, aktiebolag, handelsbolag, kommanditbolag, bostadsrättsförening eller ekonomisk förening.

Är ni ombud och använder e-tjänsten Företagsärenden för ombud kan ni skicka in uppgifter via den e-tjänsten.

För att se status på ert ärende klicka på länken <https://sokarende.bolagsverket.se/44211012>

Dessutom kan ni alltid söka ärenden eller årsredovisningar via Bolagsverkets e-tjänster på www.bolagsverket.se.

Vad händer om ni inte svarar på meddelandet i tid?

Besvarar ni inte meddelandet i tid avskriver vi ärendet, helt eller delvis, och tidigare uppgifter kommer att stå kvar i registret.

Med vänlig hälsning

Bolagsverket

Bolagsverket, 851 81 Sundsvall (Besökare: Stuvarvägen 21)

Telefon: 0771-670 670, Fax: 060-12 98 40

svaer@bolagsverket.se - www.bolagsverket.se

Tänk på miljön innan du skriver ut det här e-postmeddelandet!
Använd våra e-tjänster: <http://www.bolagsverket.se/etjanster>

Bolagsordning

- 1 § Bolagets firma är Astartes *Svensk AB*
- 2 § Styrelsen skall ha sitt säte i Uppsala kommun.
- 3 § Föremålet för bolagets verksamhet skall vara telemarketing, huvudsakligen försäljning av el-abonnemang även besöksbokning och kundtjänstuppdrag samt därmed förenlig verksamhet.
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Åkerdahl Peter

Från: Per Rydberg <per@startabolag.com>
Skickat: den 27 november 2012 14:53
Till: svar@bolagsverket.se
Ämne: 439369/12

Hej Anita

Har sökt dig, vad gäller beslut 25 okt så ska inte bolagsordningen ändras

Hälsningar Jur. kand. Per Rydberg
Startabolag AB, Box 6069. 102 32 Stockholm. Besöksadress: Tegnérgatan 37
Telnr 08 54 54 54 54 Mobil 070 765 50 48
www.startabolag.com (organisationsnummer till lagerbolag direkt, dygnet runt)

PIDD 43969012

11/10/17

8.Andringsanmälan 121118.pdf

DIARIEFÖRINGSBILD

14:46

DNR....: 439690/12 ENH: S5 INK DAT: 2012-11-18 21:15 ANT INNEL Ä:
ORG NR.: 769604-7674 OBJ TYP: BRF DIARIEF AV.: PBK
FIRMA..: Bostadsrättsföreningen Furan 3 i Stockholm TYP:
INK MEDIA..: S

REG LÄN: Stockholms SÄTE: Stockholm RÄKÅR: 0101-1231
RÄK PER: - - - - -
RUBR...: FÖR PA

E-POST INGIVARE.....:

AVS....: O NAMN..: Bostadsrättsföreningen Furan 3 i Stockholm
c/o Carlstedt

ADRESS: Karlavägen 22

HANDL...: PIA POSTNR: 114 31 ORT: STOCKHOLM

ANK....: 347 LAND..:

MEDDEL.: 2012-11-22 2012-11-30 - - - - SALDO: 700

KOMPL..: 2012-11-29 - - - - - -

TID DNR: / OMP(J): ÖKL(J): NYTT DNR..:

AVSLUT: 2012-12-05 KUNG.DAT: 2012-12-07 REG

**Till: Bolagsverket Bolagsavdelningen 851 81 Sundsvall
Ändringsanmälan – Aktiebolag 2012-08-10**

Nyemission

Bolag Astartes AB **Org. nr:** 556879-0595

Bolagets ombud/kontaktman Startabolag Skandinavien AB, Per Rydberg, Tom Thorén, Box 6069, 102 32 Stockholm Tel: 08-54 54 54 54 Fax: 08-54 54 54 50. info@startabolag.com.

Nyemission, beslutsdatum **2012-08-10**

Kontantemission. AK ökning 100 000 kronor. AK efter ökning 250 000 kronor. Antal nya aktier 1000 stycken. Teckningspris 100 kr per aktie. Efter nyemissionen är lägsta antal aktier 2000 st och högsta antal aktier ~~4000~~ st

Stockholm 2012-08-10

8000


Björn Svanberg

Protokoll för vid extra bolagsstämma i Astartes AB Stockholm 2012-08-10

1 §

Till ordförande för stämman och att föra dagens protokoll valdes Björn Svanberg. Amir Ingmanson valdes till att justera protokollet.

2 §

Följande deltagarförteckning och röstlängd upprättades:

Närvarande aktieägare

	Aktier	Röster
Björn Svanberg	500	500
Solid Equity Nordic AB, Afram Gergeo	1000	1000
Summa	1500	1500

Röstlängden godkändes av stämman

3 §

Stämman förklarades sammankallad i laga ordning. Beslutade att anta ny bolagsordningen.

4 §

Beslutades om nyemission enligt följande villkor; bolaget skall utge 1000 st nya aktier, pris 100 kr/st, betalning (kontanter) skall ske senast inom två veckor från beslutsdatum, tidigare aktieägare äger företräde till de nya aktierna i förhållande till tidigare innehav, teckning skall ske i bolagsstämmoprotokollet, vid överteckning sker fördelning av styrelsen, nya aktier berättigar till andel i vinst från och med innevarande räkenskapsår, hembud gäller för de nya aktierna.

Aktieteckning

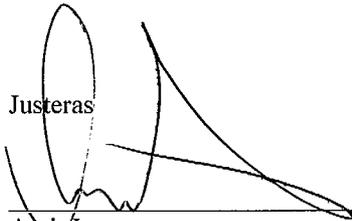

Solid Equity Nordic AB, Afram Gergeo, 1000 aktier

5 §

Det antecknades att samtliga beslut var enhälliga. Då inga övriga ärenden förelåg förklarade ordföranden stämman avslutad.

Vid protokollet


Björn Svanberg

Justeras

Amir Ingmanson

BANKINTYGG

 Bildande av aktiebolag

 Ökning av aktiekapitalet genom kontantbetalning

Kontor Kungsgatan 40, Uppsala

BILDANDE AV AKTIEBOLAG

Kontohavare (bolagets firma med tillägget "under bildande")	
Postutdelningsadress	
Postnummer och ort	Telefon (även riktnr)
Kontonummer ¹	
Insatt belopp kr (med bokstäver)	(med siffror)
<p>Banken bekräftar att beloppet har satts in på kontot. Enligt kontohavarens uppgift avser beloppet betalning för bolagets aktier</p> <p><input type="checkbox"/> Uttag från kontot har inte skett</p> <p><input type="checkbox"/> Uttag från kontot har först skett den _____</p>	
Ort och datum	Bankens underskrift

¹ Insättning ska ske på ett särskilt konto, som öppnats för betalning av bolagets aktier.

ÖKNING AV AKTIEKAPITALET GENOM KONTANTBETALNING

Kontohavare (bolagets firma) Astartes Sverige AB	
Postutdelningsadress Smedsgränd 3	Organisationsnummer 556879-0595
Postnummer och ort 753 20 Uppsala	Telefon (även riktnr)
Kontonummer ² 8381-6 914 248 735-5	
Insatt belopp kr (med bokstäver) ---ETTHUNDRATUSEN KRONRO-----	(med siffror) 100 000,00
<p>Banken bekräftar att beloppet har satts in på kontot. Enligt kontohavarens uppgift avser beloppet betalning för</p> <p><input checked="" type="checkbox"/> nyemitterade aktier</p> <p><input type="checkbox"/> nya aktier med utnyttjande av teckningsoptioner</p> <p><input type="checkbox"/> tecknade konvertibler</p>	
Ort och datum Uppsala den 24/8 2012	Bankens underskrift SWEDBANK AB 

² Insättning ska ske på ett särskilt konto, som öppnats för ovan ikryssa

Per Rosén

Annette Johansson

274

Löfdahl Ann-Christine

Från: Per Rydberg <per@startabolag.com>
Skickat: den 20 november 2012 15:49
Till: svar@bolagsverket.se
Ämne: SV: Meddelande om ditt ärende hos Bolagsverket, ärendenummer 442110/12
Bifogade filer: scannad bolagsordning.pdf

här kommer den

observera övriga ärenden (nyemission ggr 2)

Hälsningar Jur. kand. Per Rydberg
Startabolag AB, Box 6069. 102 32 Stockholm. Besöksadress: Tegnérgatan 37
Telnr 08 54 54 54 54 Mobil 070 765 50 48
www.startabolag.com (organisationsnummer till lagerbolag direkt, dygnet runt)

Från: svar@bolagsverket.se [svar@bolagsverket.se]
Skickat: den 20 november 2012 15:20
Till: Per Rydberg
Ämne: Meddelande om ditt ärende hos Bolagsverket, ärendenummer 442110/12

Ni behöver komplettera ert ärende

Uppgifter om ärendet

Företagsnamn: Astartes Sverige AB, 556879-0595
Företagsform: aktiebolag
Ärendet gäller: ändring av företagsuppgifter
Ärendenummer: 442110/12 - uppge detta nummer när ni kontaktar oss
Ärendet kom in: 2012-11-16
Meddelandets datum: 2012-11-20
Senaste svarsdag: 2012-12-11
Handläggare: TURID ÅSANDER, 060-184577
Ombud/ingivare: info@startabolag.com
STARTABOLAG SKANDINAVIEN AB
PER RYDBERG, TOM THORÉN
BOX 6069
102 32 STOCKHOLM

Vi behöver fler uppgifter från er för att kunna behandla ert ärende. Ni föreläggs därför att komplettera ert ärende på följande sätt senast den 2012-12-11.

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För att se status på ert ärende klicka på länken <https://sokarende.bolagsverket.se/44211012>

Dessutom kan ni alltid söka ärenden eller årsredovisningar via Bolagsverkets e-tjänster på www.bolagsverket.se.

Vad händer om ni inte svarar på meddelandet i tid?

Besvarar ni inte meddelandet i tid avskriver vi ärendet, helt eller delvis, och tidigare uppgifter kommer att stå kvar i registret.

Med vänlig hälsning

Bolagsverket

Bolagsverket, 851 81 Sundsvall (Besökare: Stuvarvägen 21)

Telefon: 0771-670 670, Fax: 060-12 98 40

svaer@bolagsverket.se - www.bolagsverket.se

Tänk på miljön innan du skriver ut det här e-postmeddelandet!
Använd våra e-tjänster: <http://www.bolagsverket.se/etjanster>

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Åkerdahl Peter

Från: Per Rydberg <per@startabolag.com>
Skickat: den 27 november 2012 14:53
Till: svar@bolagsverket.se
Ämne: 439369/12

Hej Anita

Har sökt dig, vad gäller beslut 25 okt så ska inte bolagsordningen ändras

Hälsningar Jur. kand. Per Rydberg
Startabolag AB, Box 6069. 102 32 Stockholm. Besöksadress: Tegnérgatan 37
Telnr 08 54 54 54 54 Mobil 070 765 50 48
www.startabolag.com (organisationsnummer till lagerbolag direkt, dygnet runt)

PIDD 44147612

11/10/17

9.Ändringsanmälan 131119 del 1.pdf

DIARIEFÖRINGSBILD

14:49

STATUS: KK 21

DNR....: 441476/12 ENH: D1 INK DAT: 2012-11-19 08:00 ANT INNEL Ä:

ORG NR.: 556879-0595 OBJ TYP: AB DIARIEF AV.: LMS

FIRMA...: Astartes Sverige AB

TYP:

INK MEDIA...: P

REG LÄN:

SÄTE: Uppsala

RÄKÅR: 0701-0630

RÄK PER: - - - - -

RUBR...: FÖRU

E-POST INGIVARE.....: bjsv83@gmail.com

AVS.....: NAMN..: BJÖRN SVANBERG

ASTARTES SVERIGE AB

ADRESS: RACKARBERGSGATAN 102

HANDL...: TUR POSTNR: 752 32 ORT: UPPSALA

ANK....: 577 LAND..:

MEDDEL.: - - - - - SALDO: 0

KOMPL...: - - - - -

TID DNR: / OMP(J): ÖKL(J): NYTT DNR..:

AVSLUT: 2012-11-28 ADACTA

Fyll i blanketten via din dator eller texta tydligt.
Underteckna blanketten och skicka in den i original.

Skickas till:
Bolagsverket
851 81 Sundsvall

2012120705529

1. Organisationsnummer

556879-0595

Företagsnamn

Astartes Sverige AB

2. Kontaktperson i detta ärende Glöm inte att fylla i e-postadress och telefonnummer så att vi enkelt kan kontakta dig.

Kontaktpersonens förnamn och efternamn Björn Svanberg		Företagsnamn Astartes Sverige AB	
Postadress Smedsgränd 3	Postnummer 75320	Postort Uppsala	
E-postadress bjorn.svanberg@astartes.se		Telefonnummer dagtid 0703-226800	Ev. depositionskontonr (tre siffror)

3. Anmälan gäller

Bolagsordning			
<input type="checkbox"/> Företagsnamn	<input type="checkbox"/> Säte	<input type="checkbox"/> Redovisningsvaluta	
<input type="checkbox"/> Styrelsegränser	<input checked="" type="checkbox"/> Räkenskapsår 2012-01-01-2012-12-31 <small>Räkenskapsår vid omläggningen, även med årtal</small>	<input type="checkbox"/> Bolagsordningsändring	
Bifirma			
<input type="checkbox"/> Nyregistrering, bifirma	<input type="checkbox"/> Avregistrering, bifirma		
Adress			
<input type="checkbox"/> Företagets postadress	<input type="checkbox"/> Företagets e-postadress	<input type="checkbox"/> Företrädares postadress	<input type="checkbox"/> Revisors postadress
Företrädare och revisor			
<input type="checkbox"/> Styrelseledamöter Styrelsesuppleanter Styrelseordförande Verkställande direktör Vice verkställande direktör Särskilda firmatecknare Firmateckning	<input type="checkbox"/> Särskild delgivningsmottagare	<input checked="" type="checkbox"/> Revisorer Revisorssuppleanter Revisionsbolag Huvudansvarig revisor Lekmannarevisorer	<input type="checkbox"/> Revisors uppdrag har upphört i förtid
Annat			
<input type="checkbox"/> Fortsatt bolagsstämma	<input type="checkbox"/> Andra ändringar		

4. Företagsnamn Lämna gärna flera förslag och låt dem bli så olika som möjligt.

Förslag nr 1
Förslag nr 2
Förslag nr 3

5. Bifirma Extra företagsnamn för en del av verksamheten. Variera förslagen.

Förslag nr 1
Förslag nr 2

6. Företagets nya adress

Postadress		
Postnummer	Postort	E-postadress

7. Registreringsavgift Betala avgiften när du skickar in anmälan. Skriv organisationsnummer på betalningen.

Betalt belopp 900	Datum 2012-12-03	Betalningsätt <input checked="" type="checkbox"/> Bankgiro 5050-0255 <input type="checkbox"/> Plusgiro 95 06 08-0 <input type="checkbox"/> Check
----------------------	---------------------	---

2012120705530

8. Styrelseledamöter

Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort
Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort
Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort
Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort
Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort

9. Styrelsesuppleanter

Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort
Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort
Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort

10. Styrelseordförande Utsees bara om styrelsen består av fler än en styrelseledamot.

Personnummer	Efternamn	Förnamn
--------------	-----------	---------

11. Verkställande direktör

Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort

2012120705531

12. Vice verkställande direktör

Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort

13. Särskild firmatecknare Firmatecknare som inte är styrelseledamot, styrelsesuppleant, verkställande direktör eller vice verkställande direktör.

Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort

14. Särskild delgivningsmottagare

Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort

15. Revisor

Personnummer 720909-7596	Folkbokförd i kommun	
Efternamn Wallenius	Samtliga förnamn Magnus, Bengt	
Postadress C/o Certe Revision AB, Götgat 58	Postnummer 118 26	Postort Stockholm

16. Revisorssuppleant

Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort

17. Revisionsbolag

Namn, revisionsbolaget	Organisationsnummer	
Postadress	Postnummer	Postort
Huvudansvarig revisor		
Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort

18. Lekmannarevisor

Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort

Bolagsverket 817 2011-12-16

2012120705532

19. Lekmannarevisor, suppleant

Personnummer	Folkbokförd i kommun	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort

20. Firmateckning Fyll alltid i vid ändringar av styrelsen, verkställande direktör, vice verkställande direktör eller särskild firmatecknare.

<input type="checkbox"/> 1) Firman tecknas av styrelsen (ordinarie styrelseledamöter)	<input type="checkbox"/> 2) Registrerad firmateckning ska inte ändras
<input type="checkbox"/> 3) Firman tecknas av styrelseledamoten eller styrelseledamöterna och styrelsesuppleanten eller styrelsesuppleanterna var för sig	<input type="checkbox"/> 4) Firman tecknas av styrelseledamöterna var för sig
<input type="checkbox"/> 5) Firman tecknas av styrelseledamöterna två i förening	<input type="checkbox"/> 6) Firman tecknas enligt nedan

Fyll i eventuell annan firmateckning här

21. Personer som har avgått från sina uppdrag

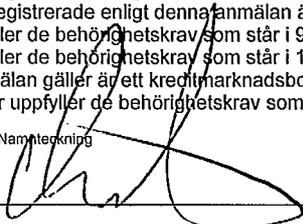
Namn	Uppdrag t.ex. styrelseledamot, verkställande direktör, firmatecknare, revisor.

22. Övrigt

--

23. Försäkran och underskrift En styrelseledamot, den verkställande direktören eller den anmälan gäller ska skriva under anmälan. Obs! Använd blå bläckpenna.**Jag försäkrar på heder och samvete följande:**

- De som ska vara registrerade enligt denna anmälan har åtagit sig uppdragen.
- Uppgifterna i denna anmälan, om val eller personer som har avgått samt hur firman tecknas, stämmer överens med de beslut som anmälan grundar sig på.
- De som ska vara registrerade enligt denna anmälan har inte förvaltare enligt 11 kap. 7 § föräldrabalken.
- De som ska vara registrerade enligt denna anmälan är inte i konkurs (gäller alla utom särskild delgivningsmottagare).
- Revisorerna uppfyller de behörighetskrav som står i 9 kap. 10–13 §§ aktiebolagslagen.
- Revisorerna uppfyller de behörighetskrav som står i 10 kap. 9 § första stycket lagen om bank- och finansieringsrörelse (gäller endast om företaget som anmälan gäller är ett kreditmarknadsbolag).
- Lekmannarevisorer uppfyller de behörighetskrav som står i 10 kap. 9 § aktiebolagslagen.

Datum	Namnteckning	Namnförtydligande
2012-12-03		Emil Ingamson

Protokoll fört vid extra bolagsstämma med aktieägarna i Astartes Sverige AB (556879-0595) den 3 december 2012 i Uppsala.

§ 1. Val av ordförande och justeringsman

Till ordförande vid bolagsstämma utsågs Emil Ingmanson och till justeringsman Björn Svanberg.

§ 2. Upprättande och godkännande av röstlängd

Följande förteckning över närvarande aktieägare och deras antal röster upprättades:

Namn	Antal aktier	Antal röster
Solid Equity Nordic AB, företrätt av Emil Ingmanson	2 500	2 500
Summa:	2 500	2 500

Ovanstående förteckning godkändes som röstlängd.

§ 3. Prövning om stämman är sammankallad i behörig ordning och godkännande av dagordningen

Bolagsstämman konstaterades vara sammankallad i behörig ordning och dagordningen godkändes.

§ 4. Ny Bolagsordning

Bolagsstämman antog den nya Bolagsordningen

§ 5. Val av revisor

Magnus Wallenius (720909-7596) valdes till ny revisor

§ 6. Stämmans avslutande

Bolagsstämman avslutades.

Ordförande vid stämman

Emil Ingmanson

Justeringsman

Björn Svanberg

Bolagsordning

§ 1. Företagsnamn

Aktiebolagets företagsnamn är Astartes Sverige AB.

§ 2. Säte

Styrelsen ska ha sitt säte i Uppsala (län), Uppsala (kommun).

§ 3. Verksamhet

Aktiebolaget ska bedriva .

§ 4. Aktiekapital

Aktiekapitalet ska vara lägst 200 000 kronor och högst 800 000 kronor.

§ 5. Antal aktier

Antalet aktier ska vara lägst 2 000 och högst 8 000.

§ 6. Styrelse

Styrelsen ska bestå av lägst 1 och högst 10 styrelseledamöter med lägst 0 och högst 10 styrelsesuppleanter. Om styrelsen består av en ledamot skall minst en suppleant väljas. Styrelseledamöterna och styrelsesuppleanterna väljs varje år på en årsstämma för tiden intill slutet av nästa årsstämma.

§ 7. Revisorer

För granskning av aktiebolagets årsredovisning jämte räkenskaperna samt styrelsens och verkställande direktörens förvaltning utses 1 revisor och 0 revisorssuppleant.

§ 8. Kallelse

Kallelse till bolagsstämma ska ske genom Brev på posten till aktieägarna tidigast sex och senast två veckor före bolagsstämman.

§ 9. Ärenden på årsstämma

På årsstämman ska följande ärenden behandlas.

1. Val av ordförande vid stämman.
2. Upprättande och godkännande av röstlängd.
3. Val av en eller två justeringsmän.
4. Prövande av om stämman blivit behörigen sammankallad.
5. Godkännande av dagordning.
6. Framläggande av årsredovisningen och revisionsberättelsen.
7. Beslut om
 - a) Fastställande av resultaträkningen och balansräkningen.
 - b) Disposition av aktiebolagets vinst eller förlust enligt den fastställda balansräkningen.
 - c) Ansvarsfrihet åt styrelseledamöterna och verkställande direktören när sådan förekommer.
8. Fastställande av arvoden till styrelsen och i vissa fall revisorerna.
9. Val till styrelsen och i vissa fall av revisorer.
10. Annat ärende, som ska tas upp på stämman enligt aktiebolagslagen (2005:551) eller bolagsordningen.

§ 10. Räkenskapsår

Aktiebolagets räkenskapsår ska vara 1/1 – 31/12.

§ 11. Hembud

Hembudsskyldighet

Har en aktie övergått från en aktieägare till en person som inte är aktieägare i bolaget har övriga aktieägare rätt att lösa aktien. Lösningrätten ska kunna utnyttjas även för ett mindre antal aktier än erbjudandet omfattar. Den nye ägaren av aktien ska genast skriftligen anmäla övergången till aktiebolagets styrelse. Han ska också visa på vilket sätt han har fått äganderätt till aktien. När anmälan om en akties övergång har gjorts ska styrelsen genast skriftligen meddela detta till varje lösningsberättigad vars postadress är känd för aktiebolaget. Styrelsen ska uppmana de lösningsberättigade att skriftligen framställa lösningsanspråk hos aktiebolaget, senast inom två månader räknat från anmälan hos styrelsen om övergången.

Företräde mellan flera lösningsberättigade

Anmäler sig fler än en lösningsberättigad ska samtliga aktier så långt det är möjligt fördelas mellan de lösningsberättigade i förhållande till deras tidigare innehav av aktier i aktiebolaget. Återstående aktier fördelas genom lottning av aktiebolagets styrelse eller, om någon lösningsberättigad begär det, av notarius publicus.

Lösenbelopp och betalning

Har en aktie som är underkastad lösningrätt överlåtit mot vederlag ska lösenbeloppet motsvara vederlaget om inte särskilda skäl föranleder annat. Lösenbeloppet ska erläggas inom en månad från den tidpunkt lösenbeloppet blev bestämt.

Twist

Talan i en fråga om hembud måste väckas inom två månader från den dag då lösningsanspråket framställdes hos aktiebolaget.

Werner Julia

Från: Thomas Karlsson <Thomas.Karlsson@ekonomiporten.se>
Skickat: den 2 januari 2013 14:36
Till: svar@bolagsverket.se
Kopia: Mattias Hillerö; Emil Amir Ingmanson
Ämne: Ärendenummer: 470206/12 Astartes Sverige AB, 556879-0595 (SUZANNE EKBLAD)
Bifogade filer: Bolagsordning Astartes 1614.pdf

Hej Suzanne!

Här kommer en kopia på bolagsordningen.

Vänligen återkom till mig om du har ytterligare funderingar.

Vänliga hälsningar

Thomas Karlsson
Auktoriserad redovisningskonsult SRF
Direkt: 08-449 86 38

EkonomiPorten AB
Rådmansgatan 88
113 29 Stockholm
Besök: Rådmansgatan 88, 4 tr
Besök: Förrädsgatan 4
Vx: 08-449 86 30
Fax: 08-503 11 336
www.ekonomiporten.se

Från: Emil Amir Ingmanson [<mailto:eai@solidequity.se>]
Skickat: onsdag 2 januari 2013 13:23
Till: Mattias Hillerö; Thomas Karlsson
Kopia: Björn Svanberg
Ämne: Astartes...

Hej,

Det är något problem med ärendet som gick in till bolagsverket. Tar ni tag i det?

Uppgifter om ärendet

Företagsnamn:

Astartes Sverige AB, 556879-0595

Företagsform:

aktiebolag

Ärendet gäller:

ändring av företagsuppgifter

Ärendenummer:

470206/12 - uppge detta nummer när ni kontaktar oss

Ärendet kom in:

2012-12-07

Meddelandets datum:

2013-01-02

Senaste svarsdag:

2013-01-25

Handläggare:

SUZANNE EKBLAD, 060-184201

Ombud/ingivare: bjorn.svanberg@astartes.se

ASTARTES SVERIGE AB

BJÖRN SVANBERG

SMEDSGRÄND 3

753 20 UPPSALA

Vi behöver fler uppgifter från er för att kunna behandla ert ärende. Ni föreläggs därför att komplettera ert ärende på följande sätt senast den 2013-01-25.

Vi försöker ta hand om er kompletterande handling inom 3 arbetsdagar.

Siffrorna under rubriken Anmärkningar behövs för vår handläggning.

ANMÄRKNINGAR

020

Skicka in ett exemplar av den nya bolagsordningen. De ändringar som gjorts på bolagsstämman ska framgå, men i övrigt ska den stämma överens med den senast registrerade lydelsen.

ÖVRIGA UPPLYSNINGAR

20 Ni har glömt skriva in verksamheten i bolagsordningen (§ 3)

KOMPLETTERA ERT ÄRENDE SÅ HÄR

Ska ni skicka in en handling i original eller en bestyrkt kopia måste

ni skicka den med posten.

Övriga uppgifter kan ni skicka via e-post.

Har ni skickat in ert ärende via verksamt.se?

Då kan ni också komplettera ärendet i e-tjänsten.

Har ni skickat in ert ärende via post?
Då kan ni göra vissa kompletteringar via verksamt.se om det gäller någon av företagsformerna: enskild näringsidkare, aktiebolag, handelsbolag, kommanditbolag, bostadsrättsförening eller ekonomisk förening.

Är ni ombud och använder e-tjänsten Företagsärenden för ombud [1]
kan ni skicka in uppgifter via den e-tjänsten.

För att se status på ert ärende klicka på länken <https://sokarende.bolagsverket.se/47020612> [2]
Dessutom kan ni alltid söka ärenden eller årsredovisningar via Bolagsverkets e-tjänster på www.bolagsverket.se [3].

VAD HÄNDER OM NI INTE SVARAR PÅ MEDDELANDET I TID?
Besvarar ni inte meddelandet i tid avskriver vi ärendet, helt eller delvis, och tidigare uppgifter kommer att stå kvar i registret.

Med vänlig hälsning

Bolagsverket

Bolagsverket, 851 81 Sundsvall (Besökare: Stuvarvägen 21)
Telefon: 0771-670 670, Fax: 060-12 98 40
svar@bolagsverket.se - www.bolagsverket.se
Tänk på miljön innan du skriver ut det här e-postmeddelandet!
Använd våra e-tjänster: <http://www.bolagsverket.se/etjanster>

Links:

- [1] <https://ombud.bolagsverket.se/ffo/>
- [2] <https://sokarende.bolagsverket.se/47020612>
- [3] <http://www.bolagsverket.se>

SOLID EQUITY

E-A Ingmanson

Hammarby Kaj 16
120 30 Stockholm, Sweden

—
+467-329 399 99

+356-999 380 99

www.solidequity.se
eai@solidequity.se

Bolagsordning

§ 1. Företagsnamn

Aktiebolagets företagsnamn är Astartes Sverige AB.

§ 2. Säte

Styrelsen ska ha sitt säte i Uppsala (län), Uppsala (kommun).

§ 3. Verksamhet

Aktiebolaget ska bedriva telemarketing, huvudsakligen försäljning av el-abonnemang men även besöksbokning och kundtjänstupdrag, samt därmed förenlig verksamhet.

§ 4. Aktiekapital

Aktiekapitalet ska vara lägst 200 000 kronor och högst 800 000 kronor.

§ 5. Antal aktier

Antalet aktier ska vara lägst 2 000 och högst 8 000.

§ 6. Styrelse

Styrelsen ska bestå av lägst 1 och högst 10 styrelseledamöter med lägst 0 och högst 10 styrelsesuppleanter. Om styrelsen består av en ledamot skall minst en suppleant väljas. Styrelseledamöterna och styrelsesuppleanterna väljs varje år på en årsstämma för tiden intill slutet av nästa årsstämma.

§ 7. Revisorer

För granskning av aktiebolagets årsredovisning jämte räkenskaperna samt styrelsens och verkställande direktörens förvaltning utses 1 revisor och 0 revisorssuppleant.

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Kallelse till bolagsstämma ska ske genom Brev på posten till aktieägarna tidigast sex och senast två veckor före bolagsstämman.

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2. Upprättande och godkännande av röstlängd.
3. Val av en eller två justeringsmän.
4. Prövande av om stämman blivit behörigen sammankallad.
5. Godkännande av dagordning.
6. Framläggande av årsredovisningen och revisionsberättelsen.
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8. Fastställande av arvoden till styrelsen och i vissa fall revisorerna.
9. Val till styrelsen och i vissa fall av revisorer.
10. Annat ärende, som ska tas upp på stämman enligt aktiebolagslagen (2005:551) eller bolagsordningen.

§ 10. Räkenskapsår

Aktiebolagets räkenskapsår ska vara 1/1 – 31/12.

§ 11. Hembud

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Har en aktie övergått från en aktieägare till en person som inte är aktieägare i bolaget har övriga aktieägare rätt att lösa aktien. Lösningrätten ska kunna utnyttjas även för ett mindre antal aktier än erbjudandet omfattar. Den nye ägaren av aktien ska genast skriftligen anmäla övergången till aktiebolagets styrelse. Han ska också visa på vilket sätt han har fått äganderätt till aktien. När anmälan om en akties övergång har gjorts ska styrelsen genast skriftligen meddela detta till varje lösningsberättigad vars postadress är känd för aktiebolaget. Styrelsen ska uppmana de lösningsberättigade att skriftligen framställa lösningsanspråk hos aktiebolaget, senast inom två månader räknat från anmälan hos styrelsen om övergången.

Företräde mellan flera lösningsberättigade

Anmäler sig fler än en lösningsberättigad ska samtliga aktier så långt det är möjligt fördelas mellan de lösningsberättigade i förhållande till deras tidigare innehav av aktier i aktiebolaget. Återstående aktier fördelas genom lottning av aktiebolagets styrelse eller, om någon lösningsberättigad begär det, av notarius publicus.

Lösenbelopp och betalning

Har en aktie som är underkastad lösningrätt överlåtits mot vederlag ska lösenbeloppet motsvara vederlaget om inte särskilda skäl föranleder annat. Lösenbeloppet ska erläggas inom en månad från den tidpunkt lösenbeloppet blev bestämt.

Tvist

Talan i en fråga om hembud måste väckas inom två månader från den dag då lösningsanspråket framställdes hos aktiebolaget.

PIDD 44147612

11/10/17

10.Ändringsskärmar 21.9.2017.pdf

DIARIEFÖRINGSBILD

14:49

STATUS: KK 21

DNR....: 441476/12 ENH: D1 INK DAT: 2012-11-19 08:00 ANT INNEL Ä:

ORG NR.: 556879-0595 OBJ TYP: AB DIARIEF AV.: LMS

FIRMA...: Astartes Sverige AB

TYP:

INK MEDIA...: P

REG LÄN:

SÄTE: Uppsala

RÄKÅR: 0701-0630

RÄK PER: - - - - -

RUBR...: FÖRU

E-POST INGIVARE.....: bjsv83@gmail.com

AVS....: NAMN...: BJÖRN SVANBERG

ASTARTES SVERIGE AB

ADRESS: RACKARBERGSGATAN 102

HANDL...: TUR POSTNR: 752 32 ORT: UPPSALA

ANK....: 577 LAND...:

MEDDEL.: - - - - - SALDO: 0

KOMPL...: - - - - -

TID DNR: / OMP(J): ÖKL(J): NYTT DNR...:

AVSLUT: 2012-11-28 ADACTA

851 81 Sundsvall
 Tfn: 0771-670 670 - Fax: 060-12 98 40
 bolagsverket@bolagsverket.se - www.bolagsverket.se

Datum
 2013-04-11

7305765575

ID-nummer

Organisationsnummer

556879-0595

Företagsnamn (firma)

Astartes Sverige AB

Ombud/kontaktperson

Namn (förnamn och efternamn) Björn Svanberg		Ombudets telefonnummer 0703226800
c/o Calle Sundberg		
Postadress Rackarbergsgatan 102	Postnummer 753 20	Postort Uppsala
Ombudets e-postadress bjsv83@gmail.com		

Denna anmälan avser:

Eget utträde av företrädare

Registreringsavgift Skriv in id-nummer som referens på betalningen

Avgift för detta ärende 700	Bankgiro nummer 5050-0255
--------------------------------	------------------------------

Avgående funktionärer

Björn Andreas Svanberg	Styrelsesuppleant
------------------------	-------------------

Försäkran och underskrifter

Härmed anmäls för registrering att ovanstående personer inte önskar kvarstå som funktionärer för ovan nämnda bolag, eftersom vi avsagt oss våra uppdrag.
 Härmed försäkras att anmälan om eget utträde också har skickats antingen till bolagets styrelse, dess verkställande direktör eller firmatecknare (och för funktionär som utsetts av annan än bolagsstämman även till den som utsett funktionären, tex arbetstagarorganisationen.)



Undertecknad av:
 BJÖRN SVANBERG
 2013-04-11

PIDD 44147612

11/10/17

11.Ändringsanmälan 121119 egen ansökan.pdf

DIARIEFÖRINGSBILD

14:49

STATUS: KK 21

DNR....: 441476/12 ENH: D1 INK DAT: 2012-11-19 08:00 ANT INNEL Ä:

ORG NR.: 556879-0595 OBJ TYP: AB DIARIEF AV.: LMS

FIRMA..: Astartes Sverige AB

TYP:

INK MEDIA..: P

REG LÄN:

SÄTE: Uppsala

RÄKÅR: 0701-0630

RÄK PER: - - - - -

RUBR...: FÖRU

E-POST INGIVARE.....: bjsv83@gmail.com

AVS.....: NAMN..: BJÖRN SVANBERG

ASTARTES SVERIGE AB

ADRESS: RACKARBERGSGATAN 102

HANDL...: TUR POSTNR: 752 32 ORT: UPPSALA

ANK....: 577 LAND..:

MEDDEL.: - - - - - SALDO: 0

KOMPL...: - - - - -

TID DNR: / OMP(J): ÖKL(J): NYTT DNR..:

AVSLUT: 2012-11-28 ADACTA

851 81 Sundsvall
Tfn: 0771-670 670 • Fax: 060-12 98 40
bolagsverket@bolagsverket.se • www.bolagsverket.se

Fyll i blanketten via din dator eller texta tydligt.
Underteckna blanketten och skicka in den i original.

Skickas till:
Bolagsverket
851 81 Sundsvall

1. Organisationsnummer**Företagsnamn**

556879-0595

Astartes Sverige AB

2. Kontaktperson i detta ärende Glöm inte att fylla i e-postadress och telefonnummer så att vi enkelt kan kontakta dig.

Kontaktpersonens förnamn och efternamn Blörn Svansson		Företagsnamn Astartes Sverige AB	
Postadress Rackarbergsgatan 102	Postnummer 20 752 32	Postort Uppsala	
E-postadress bjsv83@gmail.com	Telefonnummer dagtid 0703-226806	Ev. depositionskontonr (tre siffror)	

3. Personer som anmäler sin egen avgång Du kan fylla i följande uppdrag: styrelseledamot, styrelsesuppleant, styrelseordförande, verkställande direktör, vice verkställande direktör, särskild firmatecknare och särskild delgivningsmottagare.

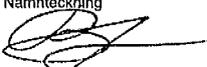
Personnummer 830206-1919	Avgår från uppdrag ordinarie ledamot		
Efternamn Svanberg	Samtliga förnamn Blörn Andreas		
Postadress Rackarbergsgatan 102	Postnummer 752 32	Postort Uppsala	
Personnummer 860704-1996	Avgår från uppdrag Suppleant		
Efternamn Lundellus	Samtliga förnamn Lars Anders Daniel Egon		
Postadress Nedrestottsgatan 18 lgh. 1203	Postnummer 753 09	Postort Uppsala	
Personnummer	Avgår från uppdrag		
Efternamn	Samtliga förnamn		
Postadress	Postnummer	Postort	

4. Övrigt

Detta avser avgång av ordinarie ledamot Svansson, och suppleant Daniel Lundellus. När handlingar i ärende Nr. 40 96 81-12 är kompletterade ömnar Svansson inträda som suppleant för ordinarie ledamot Emil Amir Isgemanson.

5. Försäkran och underskrift En av dem som anmäler sin egen avgång ska skriva under anmälan. Obs! Använd blå bläckpenna.

Jag försäkrar att företagets styrelse och den som har utsett personerna om de inte är valda av bolagsstämman, har fått meddelande om personernas avgång.

Datum 13/11-12	Namnsteckning 	Namnförtydligande Blörn Svansson
-------------------	--	-------------------------------------

6. Registreringsavgift Betala avgiften när du skickar in anmälan. Skriv organisationsnummer på betalningen.

Betalt belopp 900	Datum 16/11 2012	Betalningsätt <input checked="" type="checkbox"/> Bankgiro 5050-0255 <input type="checkbox"/> Plusgiro 95 06 08-0 <input type="checkbox"/> Check
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2012111906994

PIDD 16618913

11/10/17

12.Ändringshandlingar 130508.pdf

DIARIEFÖRINGSBILD

14:53

STATUS: KK 21

DNR....: 166189/13 ENH: D4 INK DAT: 2013-05-08 08:00 ANT INNEL Ä:

ORG NR.: 556879-0595 OBJ TYP: AB DIARIEF AV.: EKL

FIRMA...: Astartes Sverige AB TYP:

INK MEDIA...: I

REG LÄN: SÄTE: Uppsala RÄKÅR: 0101-1231

RÄK PER: - - - - -

RUBR...: FÖR

E-POST INGIVARE.....: info@startabolag.com

AVS....: NAMN..: STARTABOLAG SKANDINAVIEN AB

PER RYDBERG, TOM THORÉN

ADRESS: BOX 6069

HANDL...: YVO CHO POSTNR: 102 32 ORT: STOCKHOLM

ANK....: 290 307 LAND..:

MEDDEL.: 2013-05-25 2013-06-25 2013-07-22 2013-07-29 SALDO: 900

KOMPL...: 2013-07-22 2013-07-26 2013-08-05 - - - -

TID DNR: / OMP(J): ÖKL(J): NYTT DNR..:

AVSLUT: 2013-08-05 KUNG.DAT: 2013-08-07 REG

Lindgren Gun

Från: Per Rydberg <per@startabolag.com>
Skickat: den 8 maj 2013 12:03
Till: bolagsverket@bolagsverket.se
Ämne: nytt ärende - se bilaga
Bifogade filer: Ändringshandlingar Astartes 1305-08.pdf

Hälsningar Jur. kand. Per Rydberg
Startabolag AB, Box 6069. 102 32 Stockholm. Besöksadress: Tegnérgatan 37
Telnr 08 54 54 54 54 Mobil 070 765 50 48
www.startabolag.com (organisationsnummer till lagerbolag direkt, dygnet runt)

**Till: Bolagsverket 851 81 Sundsvall
Ändringsanmälan - Aktiebolag
2013-05-08**

Bolag Astartes Sverige AB **Org. Nr** 556879-0595

Bolagets ombud/kontaktman Startabolag Skandinavien AB, Per Rydberg, Tom Thorén, Box 6069
102 32 Stockholm Tel: 08-54 54 54 54 Fax: 08-54 54 54 50. info@startabolag.com.

Denna anmälan avser ändring av: **funktionärer**

Funktionärer

Suppleant & Delgivningsbar person: Axel Ingmanson, 800203-0115, Strålgatan 2, 6tr, 112 63
Stockholm

Avgående funktionärer

Försäkran och underskrift

Anmälan ska vara undertecknad av en styrelseledamot eller av verkställande direktören.

Undertecknad försäkrar härmed på heder och samvete att

- samtliga ovan nämnda, styrelseledamöter, styrelsesuppleanter, verkställande direktör, vice verkställande direktör, extern firmatecknare, revisorer och revisorsuppleanter eller huvudansvarig revisor, lekmannarevisorer och suppleanter för lekmannarevisorer, inte har förvaltare enligt 11 kap. 7 § föräldrabalken och inte heller är i konkurs
- bolagets revisorer uppfyller behörighetskraven enligt 9 kap. 10-13 §§ aktiebolagslagen, samt för kreditmarknadsbolag, behörighetskraven enligt 10 kap. 9 § första stycket lagen om bank- och finansieringsrörelse
- eventuell särskild delgivningsmottagare inte har förvaltare enligt 11 kap. 7 § föräldrabalken
- eventuella lekmannarevisorer uppfyller behörighetskraven enligt 10 kap. 9 § aktiebolagslagen
- de personer som har utsetts till styrelseledamöter, styrelsesuppleanter, styrelseordförande, verkställande direktör, vice verkställande direktör, firmatecknare, särskild delgivningsmottagare, revisorer, revisorsuppleanter, lekmannarevisorer och suppleanter för lekmannarevisorer har åtagit sig uppdragen
- val av en styrelseordförande, verkställande direktör, vice verkställande direktörer, firmatecknare och särskild delgivningsmottagare samt att uppgifterna om hur firman tecknas överensstämmer med de beslut som bolaget har fattat.

Stockholm 2013-05-08

Emil Amir Ingmanson

Avgiften för ändringarna är inbetalt på Bolagsverkets konto. Bilagor: protokoll

Protokoll fört vid extra bolagsstämma i Astartes Sverige AB, Stockholm 2013-05-08**§ 1**

Till ordförande för stämman och att föra dagens protokoll valdes Emil Amir Ingmanson. Axel Ingmanson valdes till att justera protokollet.

§ 2

Följande deltagarförteckning och röstlängd upprättades:

Närvarande aktieägare

	Aktier	Röster
Solid Equity Nordic AB, Afram Gergeo	500	500
Summa	500	500

Röstlängden godkändes av stämman

§ 3

Stämman förklarades sammankallad i laga ordning.

§ 4

För tiden intill slutet av nästa ordinarie bolagsstämma valdes Axel Ingmanson till suppleant.

§ 5

Det antecknades att samtliga beslut var enhälliga. Då inga övriga ärenden förelåg förklarade ordföranden stämman avslutad.

Vid protokollet

Justeras

Emil Amir Ingmanson

Axel Ingmanson

Styrelseprotokoll fört vid sammanträde med styrelsen i Astartes Sverige AB, Stockholm 2013-05-08

Närvarande

Emil Amir Ingmanson - Axel Ingmanson

1 §.

Sammanträdet öppnades av Emil Amir Ingmanson som utsågs till ordförande. Protokollet skulle föras av Emil Amir Ingmanson och justeras av Axel Ingmanson

2 §.

Det beslöts att bolagets firma skulle tecknas av ledamoten och suppleanten var för sig. Axel Ingmanson valdes till delgivningsbar person. Det noterades att besluten var enhälliga.

3 §.

Sammanträdet avslutades.

Vid protokollet

Justeras

Emil Amir Ingmanson

Axel Ingmanson

166089/13

ersäker tidigare ingivna
handlingar

Till: Bolagsverket 851 81 Sundsvall
Ändringsanmälan - Aktiebolag
2013-07-10

Bolag Astartes Sverige AB **Org. Nr** 556879-0595

Bolagets ombud/kontaktman Startabolag Skandinavien AB, Per Rydberg, Tom Thorén, Box 6069
 102 32 Stockholm Tel: 08-54 54 54 54 Fax: 08-54 54 54 50. info@startabolag.com.

Denna anmälan avser ändring av: **funktionärer**

Funktionärer

Ledamot: Jelena Saalismaa, 750516-5105, C/O Markus Groundstroem,
 Bjurholmsplan 29, 116 63 STOCKHOLM

Avgående funktionärer

Emil Amir Ingmanson

Försäkran och underskrift

Anmälan ska vara undertecknad av en styrelseledamot eller av verkställande direktören.

Undertecknad försäkrar härmed på heder och samvete att

- samtliga ovan nämnda, styrelseledamöter, styrelsesuppleanter, verkställande direktör, vice verkställande direktör, extern firmatecknare, revisorer och revisorsuppleanter eller huvudansvarig revisor, lekmannarevisorer och suppleanter för lekmannarevisorer, inte har förvaltare enligt 11 kap. 7 § föräldrabalken och inte heller är i konkurs
- bolagets revisorer uppfyller behörighetskraven enligt 9 kap. 10-13 §§ aktiebolagslagen, samt för kreditmarknadsbolag, behörighetskraven enligt 10 kap. 9 § första stycket lagen om bank- och finansieringsrörelse
- eventuell särskild delgivningsmottagare inte har förvaltare enligt 11 kap. 7 § föräldrabalken
- eventuella lekmannarevisorer uppfyller behörighetskraven enligt 10 kap. 9 § aktiebolagslagen
- de personer som har utsetts till styrelseledamöter, styrelsesuppleanter, styrelseordförande, verkställande direktör, vice verkställande direktör, firmatecknare, särskild delgivningsmottagare, revisorer, revisorsuppleanter, lekmannarevisorer och suppleanter för lekmannarevisorer har åtagit sig uppdragen
- val av en styrelseordförande, verkställande direktör, vice verkställande direktörer, firmatecknare och särskild delgivningsmottagare samt att uppgifterna om hur firman tecknas överensstämmer med de beslut som bolaget har fattat.

Stockholm 2013-07-10


 Jelena Saalismaa

Avgiften för ändringarna är inbetalt på Bolagsverkets konto. Bilagor: protokoll

Obs! ärendet ska registreras trots vakans**Protokoll fört vid extra bolagsstämma i Astartes Sverige AB, Stockholm 2013-07-10****§ 1**

Till ordförande för stämman och att föra dagens protokoll valdes Jelena Saalismaa. Emil Amir Ingmanson valdes till att justera protokollet.

§ 2

Följande deltagarförteckning och röstlängd upprättades:

Närvarande aktieägare

	Aktier	Röster
Positiv Pension AB, Jelena Saalismaa	2500	2500
Summa	2500	2500

Röstlängden godkändes av stämman

§ 3

Stämman förklarades sammankallad i laga ordning.

§ 4

För tiden intill slutet av nästa ordinarie bolagsstämma valdes Jelena Saalismaa till suppleant.

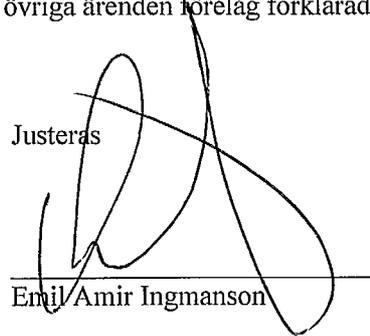
§ 5

Det antecknades att samtliga beslut var enhälliga. Då inga övriga ärenden förelåg förklarade ordföranden stämman avslutad.

Vid protokollet


Jelena Saalismaa

Justeras


Emil Amir Ingmanson

Styrelseprotokoll fört vid sammanträde med styrelsen i Astartes Sverige AB, Stockholm 2013-07-10

Närvarande

Emil Amir Ingmanson - Jelena Saalismaa

1 §.

Sammanträdet öppnades av Jelena Saalismaa som utsågs till ordförande. Protokollet skulle föras av Jelena Saalismaa och justeras av Emil Amir Ingmanson

2 §.

Det beslöts att bolagets firma skulle tecknas av styrelsen. Det noterades att besluten var enhälliga.

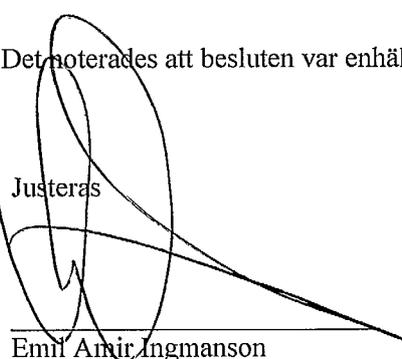
3 §.

Sammanträdet avslutades.

Vid protokollet


Jelena Saalismaa

Justeras


Emil Amir Ingmanson

Dnr. 166189/13

Fotokopians överensstämmelse
med originalet intygas**Obs! ärendet ska registreras trots vakans****Protokoll fört vid extra bolagsstämma i Astartes Sverige AB, Stockholm 2013-07-10****§ 1**

Till ordförande för stämman och att föra dagens protokoll valdes Jelena Saalismaa. Emil Amir Ingmanson valdes till att justera protokollet.

§ 2

Följande deltagarförteckning och röstlängd upprättades:

Närvarande aktieägare

	Aktier	Röster
Positiv Pension AB, Jelena Saalismaa	2500	2500
Summa	2500	2500

Röstlängden godkändes av stämman

§ 3

Stämman förklarades sammankallad i laga ordning.

§ 4

För tiden intill slutet av nästa ordinarie bolagsstämma valdes Jelena Saalismaa till *styrelseledamot.*

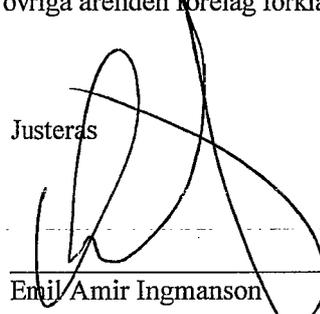
§ 5

Det antecknades att samtliga beslut var enhälliga. Då inga övriga ärenden förelåg förklarade ordföranden stämman avslutad.

Vid protokollet


Jelena Saalismaa

Justeras


Emil Amir Ingmanson

Styrelseprotokoll fört vid sammanträde med styrelsen i Astartes Sverige AB, Stockholm 2013-07-10

Närvarande

Emil Amir Ingmanson - Jelena Saalismaa

1 §.

Sammanträdet öppnades av Jelena Saalismaa som utsågs till ordförande. Protokollet skulle föras av Jelena Saalismaa och justeras av Emil Amir Ingmanson

2 §.

Det beslöts att bolagets firma skulle tecknas av styrelsen. Det noterades att besluten var enhälliga.

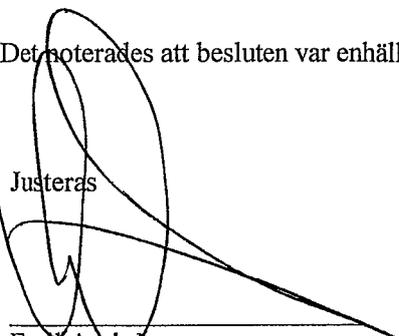
3 §.

Sammanträdet avslutades.

Vid protokollet


Jelena Saalismaa

Justeras


Emil Amir Ingmanson

2013072600258

166169/13

Erätter Heltage handlingar

2013080500548

Till: Bolagsverket 851 81 Sundsvall
Ändringsanmälan - Aktiebolag
2013-07-10

Bolag Astartes Sverige AB **Org. Nr** 556879-0595

Bolagets ombud/kontaktman Startabolag Skandinavien AB, Per Rydberg, Tom Thorén, Box 6069
 102 32 Stockholm Tel: 08-54 54 54 54 Fax: 08-54 54 54 50. info@startabolag.com.

Denna anmälan avser ändring av: **Funktionärer, adress**

Ny adress Box 12184, 102 25 Stockholm

Funktionärer

Ledamot: Jelena Saalismaa, 750516-5105, c/o Groundstroem, Bjurholmsplan 29,
 116 63 Stockholm

Suppleant: Ylva Hildestål, 671218-1129, Spångavägen 304 1 Tr, 163 46 Spånga

Avgående funktionär

Emil Amir Ingmanson

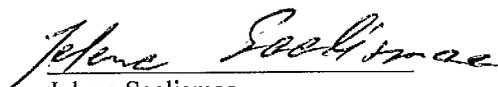
Försäkran och underskrift

Anmälan ska vara undertecknad av en styrelseledamot eller av verkställande direktören.

Undertecknad försäkrar härmed på heder och samvete att

- samtliga ovan nämnda, styrelseledamöter, styrelsesuppleanter, verkställande direktör, vice verkställande direktör, extern firmatecknare, revisorer och revisorsuppleanter eller huvudansvarig revisor, lekmannarevisorer och suppleanter för lekmannarevisorer, inte har förvaltare enligt 11 kap. 7 § föräldrabalken och inte heller är i konkurs
- bolagets revisorer uppfyller behörighetskraven enligt 9 kap. 10-13 §§ aktiebolagslagen, samt för kreditmarknadsbolag, behörighetskraven enligt 10 kap. 9 § första stycket lagen om bank- och finansieringsrörelse
- eventuell särskild delgivningsmottagare inte har förvaltare enligt 11 kap. 7 § föräldrabalken
- eventuella lekmannarevisorer uppfyller behörighetskraven enligt 10 kap. 9 § aktiebolagslagen
- de personer som har utsetts till styrelseledamöter, styrelsesuppleanter, styrelseordförande, verkställande direktör, vice verkställande direktör, firmatecknare, särskild delgivningsmottagare, revisorer, revisorsuppleanter, lekmannarevisorer och suppleanter för lekmannarevisorer har åtagit sig uppdragen
- val av en styrelseordförande, verkställande direktör, vice verkställande direktörer, firmatecknare och särskild delgivningsmottagare samt att uppgifterna om hur firman tecknas överensstämmer med de beslut som bolaget har fattat.

Stockholm 2013-07-10


 Jelena Saalismaa

Avgiften för ändringarna är inbetalt på Bolagsverkets konto. Bilagor: protokoll

Protokoll fört vid extra bolagsstämma i Astartes Sverige AB, Stockholm 2013-07-10**§ 1**

Till ordförande för stämman och att föra dagens protokoll valdes Jelena Saalismaa. Ylva Hildestål valdes till att justera protokollet.

§ 2

Följande deltagarförteckning och röstlängd upprättades:

Närvarande aktieägare

	Aktier	Röster
Positiv Pension AB, Jelena Saalismaa	2500	2500
Summa	2500	2500

Röstlängden godkändes av stämman

§ 3

Stämman förklarades sammankallad i laga ordning.

§ 4

För tiden intill slutet av nästa ordinarie bolagsstämma valdes Jelena Saalismaa till ledamot och Ylva Hildestål till suppleant.

§ 5

Det antecknades att samtliga beslut var enhälliga. Då inga övriga ärenden förelåg förklarade ordföranden stämman avslutad.

Vid protokollet

Justeras


Jelena Saalismaa


Ylva Hildestål

Styrelseprotokoll fört vid sammanträde med styrelsen i Astartes Sverige AB, Sthlm 2013-07-10

Närvarande

Ylva Hildestål. Jelena Saalismaa.

1 §.

Sammanträdet öppnades av Jelena Saalismaa som utsågs till ordförande. Protokollet skulle föras av Jelena Saalismaa och justeras av Ylva Hildestål.

2 §.

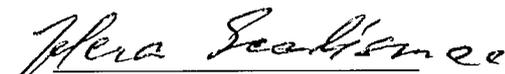
Det beslöts att bolagets firma skulle tecknas av styrelsen. Det noterades att besluten var enhälliga.

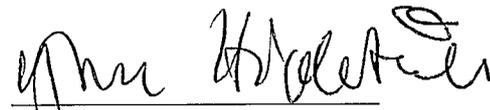
3 §.

Sammanträdet avslutades.

Vid protokollet

Justeras


Jelena Saalismaa


Ylva Hildestål

PIDD 30981113

11/10/17

13.Andringsanmälan 130830 egen avgång.pdf

DIARIEFÖRINGSBILD

14:55

STATUS: KK 21

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ORG NR.: 556879-0595 OBJ TYP: AB DIARIEF AV.: MSJ

FIRMA..: Astartes Sverige AB TYP:

INK MEDIA..: P

REG LÄN: SÄTE: Uppsala RÄKÅR: 0101-1231

RÄK PER: - - - - -

RUBR...: REVU REVF

E-POST INGIVARE.....: info@certe.se

AVS.....: NAMN.: MAGNUS WALLENIOUS

CERTE REVISION AB

ADRESS: GÖTGATAN 58

HANDL...: BCC POSTNR: 118 26 ORT: STOCKHOLM

ANK....: 273 LAND..:

MEDDEL.: - - - - - SALDO: 0

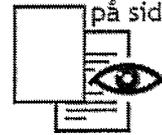
KOMPL..: - - - - -

TID DNR: / OMP(J): ÖKL(J): NYTT DNR..:

AVSLUT: 2013-09-06 KUNG.DAT: 2013-09-10 REG

851 81 Sundsvall
Tfn: 0771-670 670 • Fax: 060-12 98 40
bolagsverket@bolagsverket.se • www.bolagsverket.se

Mer information
på sidan 2



Skicka till:
Bolagsverket
851 81 Sundsvall

Fyll i blanketten på din dator eller texta tydligt.
Underteckna blanketten och skicka in den i original.

2013083005416

1. OrganisationsnummerFöretagsnamn *Original*

556879-0595

Astartes AB

2. Kontaktperson i detta ärende Glöm inte att fylla i e-postadress och telefonnummer så att vi enkelt kan kontakta dig.

Kontaktpersonens förnamn och efternamn Magnus Wallenius		Företagsnamn Certe Revision AB	
Postadress Götgatan 58	Postnummer 118 26	Postort Stockholm	
E-postadress info@certe.se		Telefonnummer daglid 08-641 53 60	

3. Anmälan gäller egen avgång av en eller flera revisorer

Mitt (våra) uppdrag har upphört i förtid.

4. Revisorer som avgått Du kan fylla i följande uppdrag: revisor, revisorssuppleant och huvudansvarig revisor.

Personnummer 720909-7596	Avgått från uppdrag Revisor	
Efternamn Wallenius	Samtliga förnamn Magnus	
Postadress C/o Certe, Götgatan 58	Postnummer 11 26	Postort Stockholm
Personnummer	Avgått från uppdrag	
Efternamn	Samtliga förnamn	
Postadress	Postnummer	Postort

5. Revisionsbolag som avgått

Namn, revisionsbolaget	Organisationsnummer	
Postadress	Postnummer	Postort

6. Övrigt

Avgången beror på att bolagen omstrukturerats med nya styrelser som följd. Avgången gäller även 556821-4208 Ringia AB, 556857-9915 Voltia Kraft AB där jag inte erhållit någon bokföringsmaterial.

7. Försäkran och underskrift Samtliga revisorer som anmäler sin egen avgång ska skriva under anmälan. Obs! Använd blå bläckpenna.

Jag försäkrar att anmälan om min avgång har skickats till företagets eller föreningens styrelse och även till den som har utsett mig om jag inte är vald av bolags- eller föreningsstämman.

Datum
2013-08-26,

Namnteckning

Namnförtydligande

Magnus Wallenius

2013083005417

Bolagsverket

851 81 Sundsvall

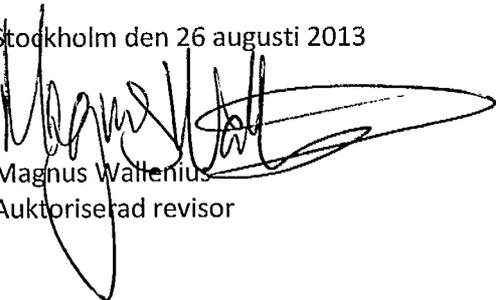
Anmälan om förtida avgång jämte redogörelse enligt aktiebolagslagen 9 kap. 23 § samt 9 kap. 23a § för Astartes Sverige AB, org. nr 556879-0595.

Eget utträde som revisor i bolaget har skett på grund av omstruktureringar och att samarbetet under den period jag varit revisor i bolaget inte fungerat tillfredställande.

Jag har inte utfört någon granskning efter avlämnandet av min senaste revisionsberättelse, avseende årsredovisningen för räkenskapsår 2012. Jag har därför jag inget att rapportera.

Några förhållanden i övrigt som föranleder anmärkning i denna redogörelse har inte kommit till min kännedom.

Stockholm den 26 augusti 2013



Magnus Wallenius
Auktoriserad revisor

PIDD 35254013

11/10/17

14.Ändringsanmälan 131001.pdf

DIARIEFÖRINGSBILD

14:57

STATUS: KK 21

DNR....: 352540/13 ENH: D1 INK DAT: 2013-10-01 08:00 ANT INNEL Ä:

ORG NR.: 556879-0595 OBJ TYP: AB DIARIEF AV.: AHD

FIRMA...: Astartes Sverige AB

TYP:

INK MEDIA...: P

REG LÄN:

SÄTE: Uppsala

RÄKÅR: 0101-1231

RÄK PER: - - - - -

RUBR...: PA EPA

E-POST INGIVARE.....: jelena.saalismaa@live.se

AVS.....: NAMN...: ASTARTES AB

ADRESS: BOX 121 84

HANDL...: BCC POSTNR: 102 25 ORT: STOCKHOLM

ANK.....: 273 LAND...:

MEDDEL.: - - - - - SALDO: 0

KOMPL...: - - - - -

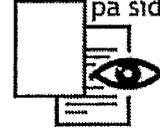
TID DNR: / OMP(J): ÖKL(J): NYTT DNR...:

AVSLUT: 2013-10-08 KUNG.DAT: 2013-10-10 REG

851 81 Sundsvall
 0771-670 670
 www.bolagsverket.se

1 (2)

Mer information
 på sidan 2



Skicka till:
 Bolagsverket
 851 81 Sundsvall

Fyll i blanketten på din dator eller texta tydligt.
 Underteckna blanketten och skicka in den i original.

2013100106962

1. Org.nr eller personnr Företagets eller föreningens namn

556879-0595	Astartes AB
-------------	-------------

2. Kontaktperson i detta ärende Glöm inte att fylla i e-postadress och telefonnummer så att vi enkelt kan kontakta dig.

Kontaktpersonens förnamn och efternamn		Företagsnamn	
Postadress	Postnummer	Postort	
E-postadress			Telefonnummer dagtid

3. Företagets eller föreningens nya adress Fyll i hela den nya adressen.

C/o			
Postadress Box 121 84			
Postnummer 102 25	Postort Stockholm	Kommun Stockholm	
E-postadress jelena.saalismaa@live.se			

4. För dig som är

Enskild näringsidkare, alltså driver en enskild firma
 Adressen ska också ändras för min (den enskilda näringsidkarens) hemadress.

Anknutet ombud enligt lagen om värdepappersmarknaden
 Företaget är ett anknutet ombud enligt lagen om värdepappersmarknaden. Adressen ska också ändras i registret över anknutna ombud.

Försäkringsförmedlare
 Företaget är försäkringsförmedlare. Adressen ska också ändras i registret över försäkringsförmedlare.

5. Underskrift Obs! Använd blå bläckpenna.

Datum	Namn-teckning	Namn-förtydligande
2013-09-25		Jelena Saalismaa
Datum	Namn-teckning	Namn-förtydligande

PIDD 41531113

11/10/17

15.Ändringsanmälan 131118.pdf

DIARIEFÖRINGSBILD

14:58

STATUS: KK 21

DNR....: 415311/13 ENH: D2 INK DAT: 2013-11-18 08:00 ANT INNEL Ä:

ORG NR.: 556879-0595 OBJ TYP: AB DIARIEF AV.: LP1

FIRMA..: Astartes Sverige AB

TYP:

INK MEDIA..: P

REG LÄN:

SÄTE: Uppsala

RÄKÅR: 0101-1231

RÄK PER: - - - - -

RUBR...: PA

E-POST INGIVARE.....: jelena.saalismaa@live.se

AVS.....: NAMN..: JELENA SAALISMAA

ASTARTES SVERIGE AB

ADRESS: BOX 31

HANDL...: JLD POSTNR: 114 79 ORT: STOCKHOLM

ANK.....: 002 LAND..:

MEDDEL.: - - - - - SALDO: 0

KOMPL...: - - - - -

TID DNR: / OMP(J): ÖKL(J): NYTT DNR..:

AVSLUT: 2013-11-25 KUNG.DAT: 2013-11-27 REG

851 81 Sundsvall
 0771-670 670
 www.bolagsverket.se

1 (2)

Mer information
 på sidan 2



Fyll i blanketten på din dator eller texta tydligt.
 Underteckna blanketten och skicka in den i original.

Skicka till:
 Bolagsverket
 851 81 Sundsvall

2013111803457

1. Org.nr eller personnr Företagets eller föreningens namn

<i>556879-0595</i>	<i>Astartes Sverige AB</i>
--------------------	----------------------------

2. Kontaktperson i detta ärende Glöm inte att fylla i e-postadress och telefonnummer så att vi enkelt kan kontakta dig.

Kontaktpersonens förnamn och efternamn <i>Jelena Saalismaa</i>		Företagsnamn <i>Astartes Sverige AB</i>	
Postadress	Postnummer	Postort	
E-postadress <i>jelena.saalismaa@live.se</i>	Telefonnummer dagtid <i>070-3545470</i>		

3. Företagets eller föreningens nya adress Fyll i hela den nya adressen.

C/o		
Postadress <i>Box 31</i>		
Postnummer <i>11479</i>	Postort <i>Stockholm</i>	Kommun
E-postadress <i>jelena.saalismaa@live.se</i>		

4. För dig som är

Enskild näringsidkare, alltså driver en enskild firma

Adressen ska också ändras för min (den enskilda näringsidkarens) hemadress.

Anknutet ombud enligt lagen om värdepappersmarknaden

Företaget är ett anknutet ombud enligt lagen om värdepappersmarknaden. Adressen ska också ändras i registret över anknutna ombud.

Försäkringsförmedlare

Företaget är försäkringsförmedlare. Adressen ska också ändras i registret över försäkringsförmedlare.

5. Underskrift Obs! Använd blå bläckpenna.

Datum <i>15-11-2013</i>	Namnsteckning <i>Jelena Saalismaa</i>	Namnförtydligande <i>Jelena Saalismaa</i>
Datum	Namnsteckning	Namnförtydligande

Selin Anne

Från: bolagsverket@bolagsverket.se
Skickat: den 5 april 2016 11:20
Till: Mapp K
Ämne: VB: 153_K 2459-14_Underrättelse i konkursmål_636785_30318286
Bifogade filer: 153_K 2459-14_Underrättelse i konkursmål_636785_30318286.pdf

Från: E-postlåda KK-Ä - TUP
Skickat: den 5 april 2016 11:19:28 (GMT+01:00) Amsterdam, Berlin, Bern, Rom, Stockholm, Wien
Till: SKV; Kronofogden konkurs; bolagsverket@bolagsverket.se
Ämne: 153_K 2459-14_Underrättelse i konkursmål_636785_30318286

Med vänlig hälsning

Registrator
Uppsala tingsrätt

018-431 60 00 • uppsala.tingsratt@dom.se • Postadress: Box 1113, 751 41 Uppsala • Besöksadress: Kungsgatan 49 • Fax: 018-431 60 99 • www.domstol.se



Kronofogden
Skatteverket
Bolagsverket
Bolagsverket företagsin.
Länsstyrelsen lönegarantin

Konkursgäldenär

Astartes Sverige AB, 556879-0595

Försatt i konkurs 2014-06-04

Konkursen avslutades 2016-04-01

I konkursen finns inget överskott.

Konkursen avslutades genom avskrivning.

Tingsrätten

2013 -08- 0 2

Årsredovisning

för**Astartes Sverige AB.****556879-0595**

2013080904902

Styrelsen får härmed lämna sin redogörelse för bolagets utveckling under räkenskapsåret 2012-01-01 - 2012-12-31.

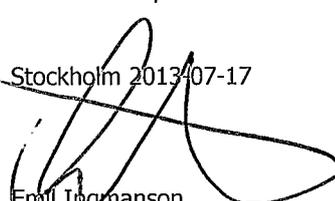
Innehållsförteckning	Sida
- Förvaltningsberättelse	2
- Resultaträkning	3
- Balansräkning	4-5
- Tilläggsupplysningar	6-7

Om inte annat särskilt anges, redovisas alla belopp i heltal kr (sek).

FASTSTÄLLELSEINTYG

Undertecknad styrelseledamot intygar härmed att denna kopia av resultat- och balansräkning överensstämmer med originalet som fastställts på årsstämman 2013-07-17. Stämman beslöt tillika godkänna styrelsens förslag till resultatdisposition.

Stockholm 2013-07-17


Emil Ingmanson

2013080904903

Årsredovisning

för

Astartes Sverige AB.

556879-0595

Styrelsen får härmed lämna sin redogörelse för bolagets utveckling under räkenskapsåret 2012-01-01 - 2012-12-31.

Innehållsförteckning	Sida
- Förvaltningsberättelse	2
- Resultaträkning	3
- Balansräkning	4-5
- Tilläggsupplysningar	6-7

Om inte annat särskilt anges, redovisas alla belopp i heltal kr (sek).

Förvaltningsberättelse

Styrelsen för Astartes Sverige AB. får härmed avge årsredovisning för räkenskapsåret 2012-01-01 - 2012-12-31.

VERKSAMHETEN

Allmänt om verksamheten

Bolaget ska bedriva telemarketing, huvudsakligen försäljning av el-abonnemang även besöksbokning och kundtjänstupdrag samt därmed förenlig verksamhet.

Väsentliga händelser under och efter räkenskapsåret

Som framgår av balansräkningen per 31 december 2012 understiger det egna kapitalet hälften av det registerade aktiekapitalet. En kontrollbalansräkning har upprättats per 31 december 2012 vilken bekräftar situationen.

FLERÅRSÖVERSIKT

1201-1212

Nettoomsättning	257 775
Resultat efter finansiella poster	-1 221 936
Soliditet %	-153

RESULTATDISPOSITION

Medel att disponera:

Årets resultat	-1 221 936
Summa	-1 221 936

Förslag till disposition:

Balanseras i ny räkning	-1 221 936
Summa	-1 221 936

Bolagets resultat och ställning framgår av efterföljande resultat- och balansräkningar med tilläggsupplysningar.

2013080904904

Resultaträkning	Not	2012-01-01	2012-12-31
Rörelseintäkter, lagerförändringar m.m.			
Nettoomsättning			257 775
Summa rörelseintäkter, lagerförändringar m.m.			257 775
Rörelsekostnader			
Övriga externa kostnader			-775 252
Personalkostnader	1		-642 336
Av- och nedskrivningar av materiella och immateriella anläggningstillgångar			-36 559
Summa rörelsekostnader			-1 454 147
<i>Rörelseresultat</i>			-1 196 372
Finansiella poster			
Övriga ränteintäkter och liknande resultatposter			8
Räntekostnader och liknande resultatposter			-25 572
Summa finansiella poster			-25 564
<i>Resultat efter finansiella poster</i>			-1 221 936
<i>Resultat före skatt</i>			-1 221 936
<i>Årets resultat</i>			-1 221 936

Balansräkning

Not

2012-12-31

TILLGÅNGAR**Anläggningstillgångar***Materiella anläggningstillgångar*

Inventarier, verktyg och installationer

2

246 154

*Summa materiella anläggningstillgångar***246 154***Finansiella anläggningstillgångar*

Andra långfristiga fordringar

191 170

*Summa finansiella anläggningstillgångar***191 170****Summa anläggningstillgångar****437 324****Omsättningstillgångar***Kortfristiga fordringar*

Kundfordringar

3 500

Övriga fordringar

64 684

Förutbetalda kostnader och upplupna intäkter

119 141

*Summa kortfristiga fordringar***187 325***Kassa och bank*

Kassa och bank

10 061

*Summa kassa och bank***10 061****Summa omsättningstillgångar****197 386****SUMMA TILLGÅNGAR****634 710**

Not**2012-12-31****EGET KAPITAL OCH SKULDER**

3

Eget Kapital*Bundet eget kapital*

Aktiekapital, 2 500 A-aktier, Kvotvärde 100 kr

250 000

*Summa bundet eget kapital***250 000***Fritt eget kapital*

Årets resultat

-1 221 936

*Summa fritt eget kapital***-1 221 936****Summa eget kapital****-971 936****Kortfristiga skulder**

Leverantörsskulder

276 357

Övriga skulder

1 216 501

Upplupna kostnader och förutbetalda intäkter

113 788

Summa kortfristiga skulder**1 606 646****SUMMA EGET KAPITAL OCH SKULDER****634 710****STÄLLDA SÄKERHETER OCH ANSVARSFÖRBINDELSER****Ställda säkerheter**

Inga

Ansvarsförbindelser

Inga

2013080904905

Tilläggsupplysningar

REDOVISNINGSPRINCIPER

Årsredovisningen har upprättats enligt årsredovisningslagen och BFAR 2008:1 Årsredovisning för mindre aktiebolag.

Materiella anläggningstillgångar

Avskrivning görs över den förväntade nyttjandeperioden. Nedanstående avskrivningsprocent används.

Typ	Procent	Antal år
Maskiner och inventarier	20,00	5

NOTER

Not 1 Personal

<i>Medelantalet anställda</i>	2012-12-31
Kvinnor	1
Män	2
	3

Löner, ersättningar och sociala kostnader

	2012-12-31
Löner och ersättningar	503 117
Sociala kostnader *	118 728
* Varav pensionskostnader	0
	621 845

Not 2 Inventarier, verktyg och installationer

<i>Förändringar av anskaffningsvärden</i>	2012-12-31
Inköp	282 713
Utgående anskaffningsvärden	282 713

Förändringar av avskrivningar

Årets avskrivningar	-36 559
Utgående avskrivningar	-36 559

Redovisat värde	246 154
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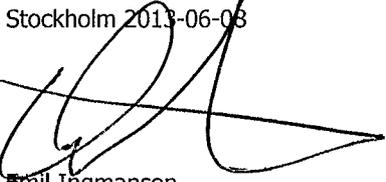
Not 3 Förändringar i eget kapital

	Aktiekapital	Årets resultat	Totalt
Tillskott vid bildande	50 000		50 000
Nyemission 1	100 000		100 000
Nyemission 2	100 000		100 000
Årets resultat		-1 221 936	-1 221 936
Belopp vid årets utgång	250 000	-1 221 936	-971 936

Underskrifter

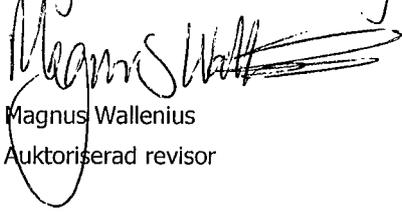
2013080904906

Stockholm 2013-06-08



Emil Ingmanson

Min revisionsberättelse har lämnats 2013-07-17, vilken avviker från standardutformningen. Jag har
anskynt att resultaträkningen och balansräkningen fastställs.



Magnus Wallenius
Auktoriserad revisor



CERTE REVISION

Revisionsberättelse

Till årsstämman i Astartes Sverige AB

Org.nr 556879-0595

Rapport om årsredovisningen

Jag har utfört en revision av årsredovisningen för Astartes Sverige AB för räkenskapsåret 2012.

Styrelsens ansvar för årsredovisningen

Det är styrelsen som har ansvaret för att upprätta en årsredovisning som ger en rättvisande bild enligt årsredovisningslagen och för den interna kontroll som styrelsen bedömer är nödvändig för att upprätta en årsredovisning som inte innehåller väsentliga felaktigheter, vare sig dessa beror på oegentligheter eller på fel.

Revisorns ansvar

Mitt ansvar är att uttala mig om årsredovisningen på grundval av min revision. Jag har utfört revisionen enligt International Standards on Auditing och god revisionssed i Sverige. Dessa standarder kräver att jag följer yrkesetiska krav samt planerar och utför revisionen för att uppnå rimlig säkerhet att årsredovisningen inte innehåller väsentliga felaktigheter.

En revision innefattar att genom olika åtgärder inhämta revisionsbevis om belopp och annan information i årsredovisningen. Revisorn väljer vilka åtgärder som ska utföras, bland annat genom att bedöma riskerna för väsentliga felaktigheter i årsredovisningen, vare sig dessa beror på oegentligheter eller på fel. Vid denna riskbedömning beaktar revisorn de delar av den interna kontrollen som är relevanta för hur bolaget upprättar årsredovisningen för att ge en rättvisande bild i syfte att utforma granskningsåtgärder som är ändamålsenliga med hänsyn till omständigheterna, men inte i syfte att göra ett uttalande om effektiviteten i bolagets interna kontroll. En revision innefattar också en utvärdering av ändamålsenligheten i de redovisningsprinciper som har använts och av rimligheten i styrelsens uppskattningar i redovisningen, liksom en utvärdering av den övergripande presentationen i årsredovisningen.

Jag anser att de revisionsbevis jag har inhämtat är tillräckliga och ändamålsenliga som grund för mina uttalanden med avvikande mening.

Grund för uttalande med avvikande mening

Företaget har under 2012 genererat en stor förlust, därigenom är bolagets egna kapital förbrukat i sin helhet. Detta indikerar att det finns en betydande osäkerhet avseende företagets förmåga att fortsätta sin verksamhet. Företagsledning har inte dokumenterat sina bedömningar som grund för att tillämpa den grundläggande redovisningsprincipen om fortsatt drift. Jag har därför inte beretts möjlighet att bedöma om grund för att tillämpa redovisningsprincipen om fortsatt drift finns.

Uttalande med avvikande mening

Enligt min bedömning ger årsredovisningen, på grund av hur betydelsefullt det förhållandet som beskrivs i stycket "Grund för uttalande med avvikande mening" är, inte en rättvisande bild av Astartes Sverige ABs finansiella ställning per den 2012-12-31 och av dess finansiella resultat för året enligt årsredovisningslagen. Förvaltningsberättelsen är därmed inte förenlig med årsredovisningens övriga delar.

Jag avstyrker därför att årsstämman fastställer resultaträkningen och balansräkningen.

Rapport om andra krav enligt lagar och andra författningar

Utöver min revision av årsredovisningen har jag även utfört en revision av förslaget till dispositioner beträffande bolagets vinst eller förlust samt styrelsens förvaltning för Astartes Sverige AB för räkenskapsåret 2012.

Styrelsens ansvar

Det är styrelsen som har ansvaret för förslaget till dispositioner beträffande bolagets vinst eller förlust, och det är styrelsen som har ansvaret för förvaltningen enligt aktiebolagslagen.

Revisorns ansvar

Mitt ansvar är att med rimlig säkerhet uttala mig om förslaget till dispositioner beträffande bolagets vinst eller förlust och om förvaltningen på grundval av min revision. Jag har utfört revisionen enligt god revisionsd i Sverige.

Som underlag för mitt uttalande om styrelsens förslag till dispositioner beträffande bolagets vinst eller förlust har jag granskat om förslaget är förenligt med aktiebolagslagen.

Som underlag för mitt uttalande om ansvarsfrihet har jag utöver min revision av årsredovisningen granskat väsentliga beslut, åtgärder och förhållanden i bolaget för att kunna bedöma om styrelseledamoten är ersättningskyldig mot bolaget. Jag har även granskat om styrelseledamoten på annat sätt har handlat i strid med aktiebolagslagen, årsredovisningslagen eller bolagsordningen.

Jag anser att de revisionsbevis jag har inhämtat är tillräckliga och ändamålsenliga som grund för mina uttalanden.

Grund för uttalande med avvikande mening

Som följd av min Rapport om redovisningen anser jag att årsredovisningen inte ger en rättvisande bild av bolagets resultat och ställning.

Uttalanden med avvikande mening respektive uttalande

Som en följd av de förhållanden som beskrivs i stycket "Grund för uttalanden med avvikande mening" avstyrker att årsstämman behandlar förlusten enligt förslaget i förvaltningsberättelsen. Jag tillstyrker att årsstämman beviljar styrelsens ledamot ansvarsfrihet för räkenskapsåret.

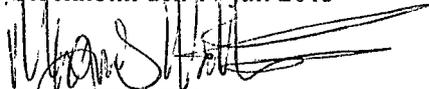
Anmärkning

Årsredovisningen har ej upprättats i sådan tid att det varit möjligt att, enligt ABL kap 7 § 10, hålla årsstämma inom sex månader efter räkenskapsårets utgång.

Som framgår av årsredovisningens balansräkning understiger bolagets egna kapital hälften av aktiekapitalet, varför styrelsen har en skyldighet att, enligt ABL kap 25 kap 13 §, upprätta en kontrollbalansräkning. Bolaget har upprättat en kontrollbalansräkning och hållit en första kontrollstämma. Det råder en viss osäkerhet när denna stämma hölls då inget datum framgår av protokollet, detta skedde innan jag blev invald som revisor. Jag har inte beretts möjlighet att granska någon kontrollbalansräkning vid något tillfälle.

Under året har bolaget vid flera tillfällen betalt sina skatter och avgifter för sent. Styrelsen har därmed inte fullgjort sina skyldigheter enligt aktiebolagslagen. Försummelsen har inte medfört någon skada för bolaget förutom förseningsavgifter och dröjsmålsräntor.

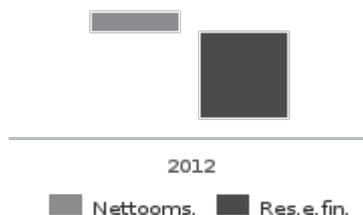
Stockholm den 17 juli 2013



Magnus Wallenius
Auktoriserad revisor

Ansvarig för informationen nedan är Bisnode Sverige AB

Org-/personnr: 556879-0595
Företagsnamn: Astartes Sverige AB
Bolagsverkets status: Konkurs »
Skatteregistrering: Inaktiv »
Revisorsanmärkning: Bokslutsperiod: 2012-12 »



Ansvarig för informationen nedan är Bisnode Sverige AB

Grundinformation

Postadress: C/O WIJK & NORDSTRÖM AB
 BOX 1022
 751 40 UPPSALA

Bolagsverkets adress: Box 31
 114 79 STOCKHOLM

Telefonnr: 018-157680

Säte län/kommun: 03 UPPSALA 80 UPPSALA

Juridisk form: Aktiebolag

Kategori: Privat

Räkenskapsår: 01-01 - 12-31

Anställda: 0

Aktiva arbetsställen: 0

Företaget bildat av stiftarna: 2011-12-20

Bolagsverkets registreringsdatum

-Företag: 2012-01-01

-Företagsnamn: 2012-02-21

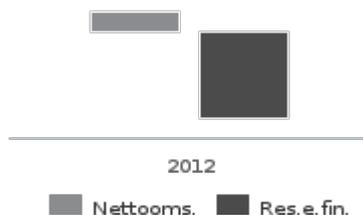
-Bolagsordning:

-Säte: 2012-02-21

Kallelse till stämma: Kallelse ska ske genom brev med posten.

Ansvarig för informationen nedan är Bisnode Sverige AB

Org-/personnr: 556879-0595
Företagsnamn: Astartes Sverige AB
Bolagsverkets status: Konkurs »
Skatteregistrering: Inaktiv »
Revisorsanmärkning: Bokslutsperiod: 2012-12 »



Ansvarig för informationen nedan är Bisnode Sverige AB

Verksamhet/Ändamål

Näringsverksamhet registrerad av SCB

Verksamhet saknas

Sektor: 111000 Icke-finansiella bolag utom affärsverk och utländska filialer

Näringsverksamhet registrerad av Bolagsverket

Verksamhet: Bolaget ska bedriva telemarketing, huvudsakligen försäljning av el-abonnemang även besöksbokning och kundtjänstuppdrag samt där med förenlig verksamhet.

Ansvarig för informationen nedan är Bisnode Sverige AB

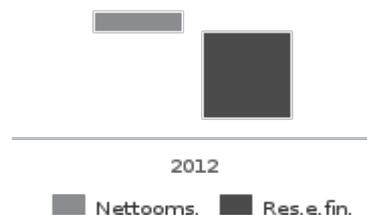
Org-/personnr: 556879-0595

Företagsnamn: Astartes Sverige AB

Bolagsverkets status: Konkurs »

Skatteregistrering: Inaktiv »

Revisorsanmärkning: Bokslutsperiod: 2012-12 »



Ansvarig för informationen nedan är Bisnode Sverige AB

Registrerade funktionärer och firmatecknare

Inkom till Bolagsverket och gäller fr o m: 2013-08-05

Senaste funktionärsändring registrerad av Bolagsverket: 2013-09-06

Styrelse

Ledamot

Saalismaa, Jelena

750516-5105

c/o Markus Groundstroem, Bjurholmsplan 29 lgh 1302,

116 63 STOCKHOLM

Visa aktuella uppdrag

Visa historiska uppdrag

Visa närståendes uppdrag

Visa hushållets uppdrag

Visa folkbokföringsadress

Suppleant

Hildestål, Åsa Ylva Magdalena

671218-1129

Spångavägen 304 1 tr, 163 46 SPÅNGA

Visa aktuella uppdrag

Visa historiska uppdrag

Visa närståendes uppdrag

Visa hushållets uppdrag

Visa folkbokföringsadress

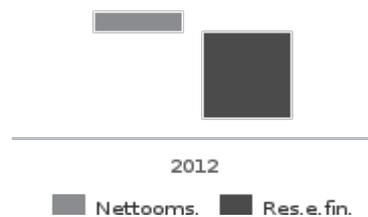
Firmateckning

Firman tecknas av styrelsen

	Ordinarie ledamöter	Suppleanter
Verkligt antal:	1	1
Valt antal:	1	1
Lägst antal:	1	0
Högst antal:	10	10

Ansvarig för informationen nedan är Bisnode Sverige AB

Org-/personnr: 556879-0595
Företagsnamn: Astartes Sverige AB
Bolagsverkets status: Konkurs »
Skatteregistrering: Inaktiv »
Revisorsanmärkning: Bokslutsperiod: 2012-12 »



Ansvarig för informationen nedan är Bisnode Sverige AB

Historiska funktionärer och firmateckning

Inkom till Bolagsverket och gäller fr o m: 2013-

08-05

Senaste funktionärsändring registrerad av

Bolagsverket: 2013-08-05

Styrelse

Ledamot

Saalismaa, Jelena

750516-5105

c/o Markus Groundstroem, Bjurholmsplan 29 Igh

1302, 116 63 STOCKHOLM

Visa aktuella uppdrag

Visa historiska uppdrag

Visa närståendes uppdrag

Visa hushållets uppdrag

Visa folkbokföringsadress

Suppleant

Hildestål, Åsa Ylva Magdalena

671218-1129

Spångavägen 304 1 tr, 163 46 SPÅNGA

Visa aktuella uppdrag

Visa historiska uppdrag

Visa närståendes uppdrag

Visa hushållets uppdrag

Visa folkbokföringsadress

Revisor/er

Revisor (auktoriserad)

Wallenius, Bengt Magnus

720909-7596

c/o Certe Revision AB, Götgatan 58, 118 26

STOCKHOLM

Visa aktuella uppdrag

Visa historiska uppdrag

Visa närståendes uppdrag

Visa hushållets uppdrag

Visa folkbokföringsadress

Firmateckning

Firman tecknas av styrelsen

	Ordinarie ledamöter	Suppleanter
Verkligt antal:	1	1
Valt antal:	1	1
Lägst antal:	1	0
Högst antal:	10	10

Ansvarig för informationen nedan är Bisnode Sverige AB

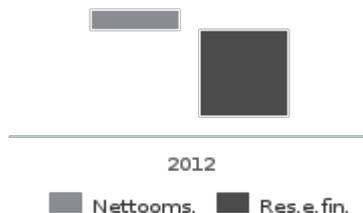
Org-/personnr: 556879-0595

Företagsnamn: Astartes Sverige AB

Bolagsverkets status: Konkurs »

Skatteregistrering: Inaktiv »

Revisorsanmärkning: Bokslutsperiod: 2012-12 »



Ansvarig för informationen nedan är Bisnode Sverige AB

Historiska funktionärer och firmateckning

Vakans

Ej fulltalig styrelse: 2013-04-11

Delgivningsmottagare saknas: 2013-04-11

Inkom till Bolagsverket och gäller fr o m: 2013-04-11

Senaste funktionärsändring registrerad av Bolagsverket: 2013-04-12

Styrelse

Ledamot

Ingmanson, Emil Amir

771006-0570

42 Emerson Crt Fl 2., Triq 12 - Ktajjen, SWIEQI MALTA

Visa aktuella uppdrag

Visa historiska uppdrag

Visa närståendes uppdrag

Visa hushållets uppdrag

Visa folkbokföringsadress

Revisor/er

Revisor (godkänd med revisorsexamen)

Wallenius, Bengt Magnus

720909-7596

c/o Certe Revision AB, Götgatan 58, 118 26 STOCKHOLM

Visa aktuella uppdrag

Visa historiska uppdrag

Visa närståendes uppdrag

Visa hushållets uppdrag

Visa folkbokföringsadress

Firmateckning

Firman tecknas av styrelsen

Då styrelsen ska bestå av 1 ledamot och 1 suppleant är

styrelsen inte fulltalig.

Särskild delgivningsmottagare saknas.

	Ordinarie ledamöter	Suppleanter
Verkligt antal:	1	0
Valt antal:	1	1
Lägst antal:	1	0
Högst antal:	10	10

Sid 1 av 1

Ansvarig för informationen nedan är Bisnode Sverige AB

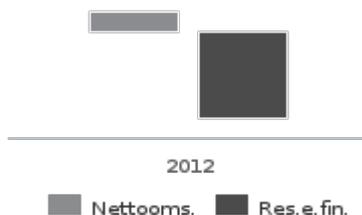
Org-/personnr: 556879-0595

Företagsnamn: Astartes Sverige AB

Bolagsverkets status: Konkurs »

Skatteregistrering: Inaktiv »

Revisorsanmärkning: Bokslutsperiod: 2012-12 »



Ansvarig för informationen nedan är Bisnode Sverige AB

Historiska funktionärer och firmateckning

Inkom till Bolagsverket och gäller fr o m: 2012-11-16
Senaste funktionärsändring registrerad av Bolagsverket: 2013-01-03

Styrelse

Ledamot

Ingmanson, Emil Amir
 771006-0570
 42 Emerson Crt Fl 2., Triq 12 - Ktajjen, SWIEQI MALTA
[Visa aktuella uppdrag](#)
[Visa historiska uppdrag](#)
[Visa närståendes uppdrag](#)
[Visa hushållets uppdrag](#)
[Visa folkbokföringsadress](#)

Suppleant

Svanberg, Björn Andreas
 830206-1919
 Rackarbergsgatan 102, 752 32 UPPSALA
[Visa aktuella uppdrag](#)
[Visa historiska uppdrag](#)
[Visa närståendes uppdrag](#)
[Visa hushållets uppdrag](#)
[Visa folkbokföringsadress](#)

Revisor/er

Revisor (godkänd med revisorsexamen)

Wallenius, Bengt Magnus
 720909-7596
 c/o Certe Revision AB, Götgatan 58, 118 26 STOCKHOLM
[Visa aktuella uppdrag](#)
[Visa historiska uppdrag](#)
[Visa närståendes uppdrag](#)
[Visa hushållets uppdrag](#)
[Visa folkbokföringsadress](#)

Firmateckning

Firman tecknas var för sig av

ledamoten
 suppleanten

	Ordinarie ledamöter	Suppleanter
Verkligt antal:	1	1
Valt antal:	1	1
Lägst antal:	1	0
Högst antal:	10	10

Ansvarig för informationen nedan är Bisnode Sverige AB

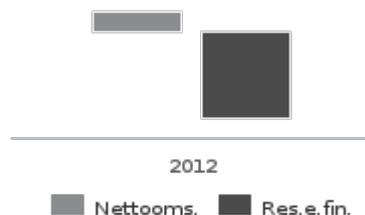
Org-/personnr: 556879-0595

Företagsnamn: Astartes Sverige AB

Bolagsverkets status: Konkurs »

Skatteregistrering: Inaktiv »

Revisorsanmärkning: Bokslutsperiod: 2012-12 »



Ansvarig för informationen nedan är Bisnode Sverige AB

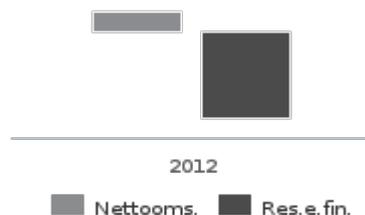
Historiska funktionärer

Funktion	Namn	Org-/personnr.	Tillträde	Utträde
Styrelsesuppleant	Svanberg, Björn Andreas	830206-1919	Före 2013-02-07	2013-04-12
Styrelseledamot	Ingmanson, Emil Amir	771006-0570	Före 2013-02-07	2013-08-05
Revisor	Wallenius, Bengt Magnus	720909-7596	Före 2013-02-07	2013-09-06

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 Ansvarig utgivare Eric Wallin, Bisnode Sverige AB

Ansvarig för informationen nedan är Bisnode Sverige AB

Org-/personnr: 556879-0595
Företagsnamn: Astartes Sverige AB
Bolagsverkets status: Konkurs »
Skatteregistrering: Inaktiv »
Revisorsanmärkning: Bokslutsperiod: 2012-12 »



Ansvarig för informationen nedan är Bisnode Sverige AB

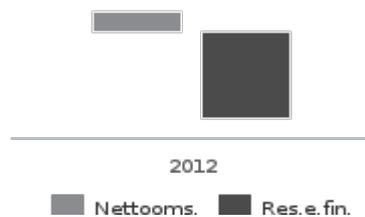
Skatteregistrering

Skatteregistrering: Markerad som inaktiv 2014-06-12
F-skatt: Avregistrerad för F-skatt 2014-03-20
Arbetsgivare: Avregistrerad som arbetsgivare 2014-06-05
Moms: Avregistrerad i Momsregistret 2014-06-12

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Ansvarig utgivare Eric Wallin, Bisnode Sverige AB

Ansvarig för informationen nedan är Bisnode Sverige AB

Org-/personnr: 556879-0595
Företagsnamn: Astartes Sverige AB
Bolagsverkets status: Konkurs »
Skatteregistrering: Inaktiv »
Revisorsanmärkning: Bokslutsperiod: 2012-12 »



Ansvarig för informationen nedan är Bisnode Sverige AB

Konkurs

Konkurs inledd: 2014-06-04
Beslut av: Uppsala tingsrätt
Konkurs avslutad: 2016-04-01

Förvaltare: Nordström, Ola
C/O: Advokatfirman Wijk & Nordström
Adress: Box 1022
751 40 UPPSALA

Konkursstatus: Konkurs avslutad

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Ansvarig utgivare Eric Wallin, Bisnode Sverige AB



UPPSALA TINGSRÄTT
Avdelning 2

PROTOKOLL
2014-10-27
Edgångssammanträde i
Uppsala

Aktbilaga 30
Mål nr
K 2459-14

2014-11-10

Tid: 09.05-09.15

RÄTTEN

Tingsnotarien Malin Hedstig

PROTOKOLLFÖRARE

Tingsnotarien Johan Malmsten

PARTER

BORGENÄR

Skatteverket, Borgenärsgruppen
751 87 Uppsala

GÄLDENÄR

Astartes Sverige, 556879-0595
Box 31
114 79 Stockholm
Närvarande genom ställföreträdare

Ställföreträdare: Jelena Saalismaa
c/o Markus Groundstroem
Bjurholmsplan 29 Lgh 1302
116 63 Stockholm
Personligen närvarande

ÖVRIGA (närvarande om inte annat anges)

Konkursförvaltare

Advokaten Ola Nordström
Advokatfirman Wijk & Nordström AB
Box 1022
751 40 Uppsala
Närvarande genom advokaten Oskar Nordström

Tillsynsmyndighet

Kronofogdemyndigheten i Eskilstuna, Enheten för tillsyn i konkurs
Box 552
631 07 Eskilstuna
Ej närvarande

SAKEN

Konkurs; nu fråga om avläggande av bouppteckningsed

Dok.Id 551461

Postadress
Box 1113
751 41 Uppsala

Besöksadress
Kungsgatan 49

Telefon
018-431 60 00
E-post:

Telefax
018-431 60 99

Expeditionstid
måndag – fredag
08:00-16:00

Oskar Nordström

336

Kopia av konkursbouppteckningen lämnas över till Jelena Saalismaa, som bereds tillfälle att ta del av innehållet.

Konkursbouppteckningen genomgås. På frågor från Oskar Nordström uppger Jelena Saalismaa att hon tagit del av årsboks slutet och att hon inte känner till om bolaget har några tillgångar eller vad som har hänt med separationsgodset.

Oskar Nordstöm gör därvid följande tillägg i konkursbouppteckningen. En skuld om 10 082 kronor till Selecta AB samt en skuld till IP-Only Net AB om sammanlagt 8 810 kronor har tillkommit utan förmånsrätt.

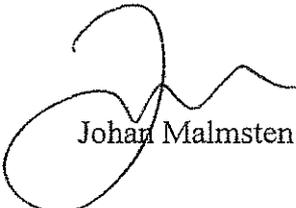
Ordföranden erinrar om bouppteckningsedens vikt och betydelse samt det straffansvar som kan följa vid lämnande av oriktiga uppgifter.

Jelena Saalismaa bekräftar att bouppteckningen – med de tillägg som har gjorts – är riktig och avlägger i konkurslagen föreskriven bouppteckningsed.

Oskar Nordstöm uppger att den fortsatt handläggningen kommer att bestå i att försöka komma i kontakt med de personer som drivit verksamheten i syfte att finna tillgångar. Ingen utdelning till borgenärer kan påräknas.

Sammanträdet förklaras avslutat.

Som ovan


Johan Malmsten

Protokollet uppvisat 

Uppsala tingsrätt
Box 1113
751 41 UPPSALA



K 2459-14

ANSÖKAN OM FASTSTÄLLANDE AV FÖRVALTARARVODE I KONKURS MED SPECIFICERAD RÄKNING

Konkursgäldenär: Astartes Sverige AB, 556879-0595

Tillsynsmyndighet: Kronofogdemyndigheten Sundbyberg
Östra tillsynsteamet, 106 65 Stockholm

Konkursförvaltare: Advokaten Ola Nordström
Box 1022
751 40 UPPSALA
Tel 018-15 76 80

ARVODESFRAMSTÄLLAN

Undertecknad konkursförvaltare yrkar med hänvisning till nedanstående arbetsredogörelse ersättning med 79 000 kr, med tillägg av moms med 19 750 kr, sammanlagt 98 750 kr.

Inledande åtgärder

Mottagande av konkursbeslut från tingsrätten samt uppläggande av akt.

Sedvanlig efterforskning på bolaget via register, Transportsstyrelsen, Fastighetsregistret m.m.

Slagningar Bolagsverkets näringslivsregister på bolagets nuvarande och tidigare ställföreträdare, hämtat hem årsredovisningar.

Upprättande av inledande PM till TSM.

4 000:-

Bouppteckning

Genomgång av skulder, förtecknande av dessa och undersökning av förekomst av förmånsrätt. Utrett förekomst av separationsgods.

Beställt utdrag för restförda skulder hos Kronofogden samt genomgång.

Kontakt med borgenärer rörande separationsgodsfrågor.

Kontakter med bokföringsbyrån. Bett om SIE4 filer.

Upprättande av bouppteckning.

Inställelse till edgångssammanträde den 28 juli 2014, ställföreträdaren inställer sig inte.

Inställelse till edgångssammanträde den 22 september 2014, ställföreträdaren delgiven med inställer sig inte. Framställer yrkande om hämtning.

Inställelse till edgångssammanträde den 27 oktober 2014, genomförande av detsamma. Möte med ställföreträdaren i samband med detta.

Genomgång av protokoll.

8 000:-

Omhändertagande av boet, förvaltarberättelse och återvinning

Försök att klarlägga bolagets verksamhet, bakgrund och del i koncernen, eftersökning av tillgångar m.m.

Omfattande arbete har lagts ner för att ha en möjlighet att bilda sig en uppfattning om bolaget och koncernen. Arbete som förutom vara av intresse för förvaltarberättelsen varit nödvändigt för frågan om omhändertagande av boet, återfinnande av tillgångar, återvinning som anmälan till åklagare. Det kan i sammanhanget nämnas att enligt konkursbolagets årsredovisning

skulle bolaget inneha inventarier till ett bokfört värde om 246 154 kr den 31 december 2013 och därutöver har bolaget hyrt ett större antal datorer, städutrustning, kaffemaskiner m.m. Arbetet har omfattat bl.a. följande moment.

Konkursbolaget har varit del i en koncern, bestående i ett stort antal bolag. Redan de första slagningarna på Bolagsverkets hemsida kunde det konstateras att bolaget av allt att döma satt in en s.k. ”målvakt” i styrelsen. Vid första samtal med revisorn, framkom tecken på att allt inte stod rätt till i koncernen, att de exempelvis inte informerat om bytet av suppleant. Arbeta i denna del har omfattat slagningar på de olika bolagen och funktionärer, tidigare som senare, i bolagen, genomgång av årsredovisningar och årsredovisningar.

Astartes har bedrivit callcenterverksamhet åt koncernbolag. Vissa av dessa bolag har varit uppmärksammade för tvivelaktiga försäljningsmetoder av telefon- och elabonnemang, vilket kan vara ett tecken på att det finns en motsvarande tvivelaktig inställning till borgenärskollektivet. Ett av koncernbolagen dessa Positiv Pension har dessutom varit del tämligen i en tämligen uppmärksam flytt av PPM-kunder från bolaget till ett annat närstående bolag Strategi Placering. En kedja av transaktioner som tyder på såväl hög kunskap som idériedom vad gäller annorlunda affärsupplägg. Arbeta i denna del har innefattat genomgång av artiklar rörande upplägget. Beställningar hos och genomgång av tre konkursförvaltarberättelser samt två konkursbo-uppteckningar avseende andra konkursade koncernbolag

Kontakt med hyresvärden i Uppsala och Västervik rörande hyresförhållandet, vem som tecknade kontraktet, omständigheter vid hyresförhållandets upphörande. Diskussion om några tillgångar lämnats kvar i lokalerna, framkom vid dessa kontakter att lokalerna i Uppsala hade tömts av okända ynglingar under hösten 2013, efter att hyresvärden varit i kontakt med Björn Svanberg, som varit tidigare styrelseledamot och skrivit på avtalet. Någon information om vad som hänt i Västervik har inte kunnat erhållas. Senare via mail bett

om kontaktuppgifter Svanberg, för information om hur tömningen av lokalen hade gått till.

Eftersökningar efter Björn Svanberg vars tidigare telefonnummer inte varit i bruk har inte heller något nummer i telefonkatalogen. På nytt tagit kontakt med hyresvärderna som varit i kontakt med Svanberg, för kontaktuppgifter. Skrivit brev till Svanberg och bett som svar på motsvarande frågor.

Efter några dagar ringer Svanberg upp. Svanberg hade grundat bolaget. Det var Svanberg som köpte in inventarierna, bestående i kontorsmöbler m.m. Samt tecknat avtal avseende hyra av datautrustning. Svanberg arbetade i bolaget fram till augusti 2013, dessförinnan hade han avgått från styrelsen. Vad gäller bokförda inventarier berättade Svanberg att detta huvudsakligen var kontorsmöblemang, samt därtill leasad egendom. Denna hade avhämtats genom Teodora Gergeos försorg av anställda vid Astartes kontor i Västervik någon gång under hösten 2013.

Kontakt med hyresvärderna i Västervik, Bruno Bengtsson – Segersborgs fastigheter AB, rörande hyresförhållandet och frågan om någon egendom varit kvarlämnad. Han uppger sig inte ha så bra insyn i den frågan. Kamrern som har detta är sjuk och kan inte bistå. Dock uppger han att så vitt han vet har inte någon egendom kvarlämnats i lokalen efter att Astartes flyttade.

Kontakter med moderbolaget, Solid Equity Nordic, som till en början svarade på mail. Diverse frågor om bolaget, vad som hänt med dess inventarier, bett om bokföring m.m. Endast fått handlingar rörande ett annat konkursbolag, utvisande att aktierna i detta bolag samt bokföring hade överlåtits till tredje man. Försökt få ett relevant svar vid förnyad kontakt utan framgång.

Kontakter med Bolagsverket per telefon rörande frågan om vem som ägt aktierna i bolaget. Gått igenom ärenden registrerade i bolaget, där det i protokoll från Nyemission framkom att Björn Svanberg och Solid Equity ägde aktierna den 23 november 2012. Samt att Solid Equity varit företräd av en Afram Gergo.

Försökt komma i kontakt med tidigare styrelseledamoten, Emil Ingmansson, utan framgång. Denne är skriven på Malta, men tycks arbeta i Stockholm. Skrivit brev till Maltaadressen med fråga var tillgångarna tagit vägen. Även skickat samma brev till Konsument El Sverige AB, vilket är ett bolag med drift säljande elabonnemang i vilket Ingmansson är ställföreträdare samt till Solid Equity Nordic AB.

Kontroll av bolaget, Solid Venture Capital Ltd, ett brittiskt bolag i vilket såväl Ingmansson som Afram Gergeo är funktionärer. Enligt slagningar på internet har bolaget inte tillgångar.

Längre telefonsamtal med Martin Lindgren som under en kort och intensiv period under sensommaren 2013 var VD i Strategi Placering efter Teodora Gergo. Lindgren var också den som sade upp personalen i såväl Uppsala som Västervik. Vid denna tidpunkt fanns tillgångar på båda kontoren, däribland ett stort antal datorer, kontorsplatser m.m. Lindgren bekräftar att det är Ingmansson som är faktisk företrädare för koncernen och äger aktierna i denna. Han bekräftar också att den stora tillgången i koncernen är det förmedlingsavtal som Strategi Placering hade med Optimus fonder (ca 3 miljarder kronor), vilket enligt uppgift sålts vidare till Stellum kapitalförvaltning.

Telefonsamtal med Astartes säljchef Sofia Ismail, som var kvar på kontoret efter Svanberg. Hon uppger att nyklarna till lokalen på instruktion av Teodora Gegeo överlämnades till Antonia Meijer på Västervikskontoret och möjligen en som hette Lina Andersson. Ismail vet att de senare tömde kontoret i och med att larmet gick och hon fick ge dem koden.

Skickat brev till Antonia Meijer med fråga vad som hänt med inventarierna som hämtats från Uppsala samt de inventarier som funnits i Västervik. Teslamtal med henne som hänvisar till Magnus Thoren på Konsumentel. Kontakt med Thoren via telefon och mail angående inventarierna som finns i deras lokal (se nedan under Försäljning av tillgångar).

Kontakter via telefon och mail med EFG som sålt möbler till Astartes, efterfrågat kopia av order. Såsmåningom fått offerten via Svanberg, vilken utvisar att bolaget innehaft en tämligen stor mängd nyinköpta kontorsmöbler till ett värde om ca 260 tkr exkl. moms.

Samtal med Stockholms tingsrätt beställt dom och slutliga beslut avseende brottmål rörande ekonomisk brottslighet, vilka gått igenom. Framkom också att denne figurerat i ett stort antal tidigare konkurser. Vid sökning på bolagen framkom att dessa också var s.k. callcenterbolag.

Slagningar hos Stockholms tingsrätt på andra personer som figurerat i koncernen.

Möte med styrelseledamoten Saalismaa i samband med edgångssammanträde. Vid detta bekräftades bl.a. att hon endast varit med i styrelsen med sitt namn, vidare information om hur hon fått uppdraget m.m. Kommit överens med denne att hon skulle tillhanda hålla telefonnummer till den person som värvat henne. Hon återkom dock aldrig och har inte svarat på det av henne angivna telefonnumret.

Kontakter med konkurshandläggaren för Positiv Pension, rörande frågor om bl.a. tillgångar påträffats, återvinning skulle påkallas och brottsanmälan, samt allmän information om vad de kommit fram till vid sin förvaltning.

Kontakter med konkursborgenärer med separationsgods, för att höra vilka åtgärder som vidtagits för att försöka återfå egendom. I ett av dessa fall hade relativt omfattande utredning gjorts, som dock kom fram till att kontoret hade tömts strax efter att finansbolaget hade kommit till platsen. Genomgång av handlingar som tillsänts per mail.

26 000:-

Allmänna åtgärder avseende förvaltarberättelse

Utredning gällande bakgrunden till obeståndet, orsak och tidpunkt, vilket varit av särskilt intresse för frågan om återvinning av ett antal betalningar. Kontakter med ett antal leverantörer samt Skatteverket rörande hur

betalningshistoriken sett ut, varvid framkommit att bolaget varit sena med betalningar vid flera tillfällen ända sedan 2012. Bedömt affärsidén, och därmed in-tjänandet. Varvid kontoutdrag och bokföring gått igenom. Tittat på bolagets fasta kostnader. Försökt bilda en uppfattning om när beslut om den här delen av kon-cernen skulle överges (flytt av PPM-medel).

Utredning och kartläggning av ev. brister i bokföring-en. En bedömning som skedde genom avstämning av bankkontoutdrag och huvudbok samt genom kontakter med bokföraren.

Samtal med revisorn rörande anmärkningar och bola-get i övrigt, varvid förutom vissa brister bekräftades även ytterligare information om bolaget och koncernen framkom.

Utrett frågan om när kontroll balansräkning skulle ha upprättats genom kontroll av årsredovisningen för 2012, undersökning av preliminära balans- och resul-tatrapporter för tiden därefter samt genomgång av bankkontoutdrag.

Upprättande av förvaltarberättelse som därefter expedieras i sedvanlig ordning.

7 000:-

Återvinning

Beställt bankkontoutdrag för hela bolagets verksam-hetstid.

Noggrann genomgång av kontoutdrag då det fanns anledning att tro att det förekommit transaktioner mel-lan bolaget, vilket visade sig riktigt. Tre betalningar om sammanlagt 318 tkr var intressanta för fortsatt ut-redning.

Gått igenom motsvarande transaktioner i bokföringen, varvid två av dessa transaktioner hade bokförts som återbetalning av lån till moderbolaget. Utredning om dessa borde vara återvinningsbara enligt KL 4:5 samt KL 4:10. Vilket är en grannlaga fråga då återbetalning av skulder mellan närstående bolag är både svårbe-dömda och praxis saknas i stort. Genomgång av norskt

höjsterrättsfall och doktrin. Dragit slutsatsen att återvinning torde kunna komma i fråga.

Den tredje transaktionen var inte bokförd.

Beställt allegat från banken, varvid det framkom att den icke bokförda betalningen gått till konto i Danske Bank. Kontrollerat att ett av koncernbolagen, Strategi Placering haft konto i Danske Bank. Kontaktat förvaltare med fråga om de mottagit en sådan betalning. Efter att det krav som berörs nedan framställts återkom handläggaren för den konkursen och bekräftade mottagandet av medlen. Klargjort för handläggaren att Astartes konkursbo i och för sig menar sig ha en återvinningsbar fordran på beloppet, varvid det framkom att Strategi Placering å sin sida hade kvittningssilla motfordringar mot Astartes. Den transaktionen kunde därmed skrivas av.

Förnyad slagning på moderbolaget på Bolagsverket i oktober 2014. Vid denna framkom att bolaget inte hade lämnat in årsredovisning i tid för 2013, något som naturligtvis påverkar bedömningen om återvinning ska aktualiseras.

Utförlig redovisning av samtliga för en kommande återvinning aktuella omständigheter, vilken tillsänts TSM för hörande. Viss fortsatt korrespondens med TSM, varvid det också framkom att moderbolaget var restförd för inte obetydliga skulder hos Kronofogden. Överenskommit att återhöras innan ev. talans väckande.

Hörande av Skatteverket i motsvarande fråga. Bett om redovisning av hur konkursbolaget har betalt sina skatter under perioden 2012 – 2013, varvid det framkom att bolaget vid flera tillfällen varit sena med detta. Något som påverkar möjligheten att använda sig av 4:5 KL som grund för återvinning.

Kontakter med Ekobrottsmyndigheten som handlagt, och nedlagt, anmälningar om misstänkt brottslighet rörande Positiv Pension och Strategi Placering. Allmänna frågor om vad som framkommit i utredningen.

Upprättat kravbrev som tillsänts moderbolaget.

Då inget svar kommit fördes en diskussion mellan handläggare och förvaltare om vitsen att väcka en talan, möjlighet att begära kvarstad m.m. Detta var inte helt uteslutet då mycket talar för att det finns tillgångar i koncernen, vilket är något flera källor bekräftat. Stora belopp har rört sig på konkursbolagets konto. Den flytt av PPM medel inom koncernen som nämnts tidigare rörde miljardbelopp, vilket naturligtvis är en stor tillgång. Slutsatsen var dock att även moderbolaget var övergivet och det framstod tillslut som att en konkurs var ostoppbar och en talan av den anledningen inte var ekonomiskt försvarbar.

Moderbolaget försattes i konkurs den 19 maj 2015. Därefter har kontakter etablerats med moderbolagets konkursförvaltare angående prognosen för utdelning m.m.

16 000:-

Försäljning av bolagets egendom

Flertalet kontakter med Magnus Thoren på Konsumentel/Werel AB. Delar av Astartes inventarier finns på dennes kontor i Västervik. Ber att få inventarielista överskickad.

Flertalet samtal angående överlåtelse av inventarierna, granskning av inventarielista m.m.

Överenskommelse om överlåtelse av inventarierna för 15 000 kr exkl moms, upprättande av faktura, mail ang. överlåtelse, övrig praktisk hantering av försäljning.

6 000:-

Brottsefterforskning

I samband med utredning om brottsmisstankar har konkursförvaltaren sökt kartläggande förhållandena mellan Astartes och övriga bolag i koncernen vilket inneburit kontakter med bland annat revisorn, moderbolaget Solid Equity Nordic AB samt konkursförval-

tarna i Positiv Pension AB och Strategi Placering Skandinavien AB.

Upprättande av underrättelse om brottsmisstanke till Ekobrottsmyndigheten avseende bokföringsbrott och brott enligt 30 kap. 1 § st. 3 Aktiebolagslagen.

3 000:-

Halvårsberättelse

Genomgång av de handläggningsåtgärder som varit aktuella under tidperioden.

Upprättande av två halvårsberättelser som därefter expedieras i sedvanlig ordning.

2 000:-

Bokföring och övriga handläggningsåtgärder

Uppläggning och hantering av konkursboets bokföring.

Bokföringen har hitintills omfattat 16 transaktioner. Härtill tillkommer ytterligare transaktioner vid utbetalning av utdelning samt konkursens avslutande.

Genomgång, åtgärd och arkivering av influten post.

Momsregistrering.

Hantering av betalningar och andra kamerala uppgifter.

Momsredovisning har skett kvartalsvis och i samband med redovisningen har avstämningar mot bokföringen gjorts.

Avstämning moms vid avslut.

4 000:-

Slutredovisning, förvaltningsredogörelse, arbetsredogörelse

Slutredovisning/förvaltningsredogörelse samt redogörelse enligt 7 kap § 17 § konkurslagen.

Upprättande av arbetsredogörelse med arvodesräkning och arvodesframställning. Arbetet har inneburit granskning av konkursakten och de löpande noteringar som gjorts i tidsredovisningen.

Huvud- och grundbok, balans- och resultaträkning av seende konkursboet har tagits fram och avstämts.

Expediering av handlingarna till TSM och tingsrätten.

Övriga avslutande åtgärder samt genomgång av akten i samband därmed. 3 000:-

Arvode 79 000:-

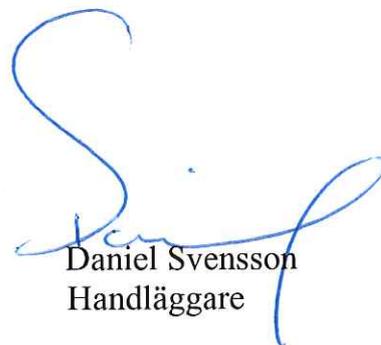
tillkommer moms 19 750:-

SUMMA KRONOR 98 750:-

Uppsala den 17 februari 2016



Ola Nordström
Konkursförvaltare



Daniel Svensson
Handläggare

Kronofogdemyndigheten
Sundbyberg
Östra tillsynsteamet
106 65 Stockholm

K 2459-14
Enhet 4

Astartes Sverige AB, 556879-0595

Aktb.....³⁷.....

2016 -02- 19
K 2459 /20 14
Uppsala Tingsrätt

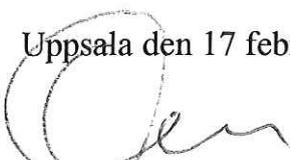
REDOGÖRELSE ENLIGT KL 7 KAP 17 §

Jag har gått igenom handlingarna under konkursen i allmänhet och i samband med förvaltarberättelsen i synnerhet och därvid gjort bedömningar huruvida gäldenären kan misstänkas för något brott som avses i 11 kap brottsbalken, aktiebolagslagen eller komma i fråga för utredning om näringsförbud.

Underrättelse om brottsmisstanke har upprättats och skickats till ekobrottsmyndigheten den 28 oktober 2014. Misstänkt bokföringsbrott består i att den faktiske ställföreträdaren Emil Ingmansson såvitt känt har underlåtit att bevara bolagets affärshändelser under 2012 fram till konkursutbrottet. Åsidosättandet har inneburit att rörelsens förlopp, ekonomiska resultat och ställning inte i huvudsak kunnat bedömas med ledning av bokföringen.

Misstänkt brott enligt 30 kap. 1 § st. 3 Aktiebolagslagen består i att registrerad styrelseledamot vid konkursutbrottet, Jelena Saalismaa, inte synes ha varit bolagets faktiske ställföreträdare utan insatts såsom ställföreträdare i syfte att dölja vem eller vilka som utövat den faktiska ledningen av bolaget. Misstänkta i denna del är Emil Ingmansson och Jelena Saalismaa.

Uppsala den 17 februari 2016



Ola Nordström
Konkursförvaltare

SLUTREDOVISNING

2016-02-17

Avskrivningskonkurs (gäller ej förfarande enligt 10 kap 4 § 1 p KonkL)

Konkursgäldenär	Person-/org.nummer	Konkursnummer	Not
Astartes Sverige AB	556879-0595	K 2459-14	
INTÅKTER			
Likvida medel på kkdagen		289,84	
Försäljning inventarier	Aktb. 38	15 000,00	
Räntor	2016 -02- 19		
Ored utgående moms	2459/20 14		
	Uppsala Tingsrätt		
SUMMA INTÅKER		15 289,84	
KOSTNADER			
Massakostnader			
Konkurskostnader			
Sakkunnigt biträde			
Resekostnader			
Övr konkurskostn (Bolagsverket)		-184,00	
Ored ingående moms			
SUMMA KOSTNADER		-184,00	
INTÅKTER-KOSTNADER/Behållning enl bokföring		15 105,84	
Tillkommande			
Upplupen ränta			
Övr tillk intäkter/kostnad +/-			
Förvaltararvode		-79 000,00	
Tillkommande konkurskostnad			
Kungörelse-/kallelseavgift		-3 325,00	
Moms på arvode / kostnad		-19 750,00	
Momsredovisning +/-		19 750,00	
SLUTLIGT RESULTAT		-67 219,16	
Återföres kungörelse-/kallelseavgift		3 325,00	
Att begära av/betala till Domstolsverket (DV517/DV518)		-63 894,16	

Då konkursboet saknar tillgångar till täckande av konkurskostnaderna hemställes härmed om avskrivning enligt 10 kap 1 § konkurslagen.

Konkursförvaltarens underskrift



Transaktioner

2016-02-18 09:03
MARIANNE ALDÉN
WIJK & NORDSTRÖM AB 065562976620

Byt konto

Välj konto

Astartes Sverige AB (Klientmedelskonto PM) 8381-6,943 673 672-3 (SEK)

Kontohavare	WIJK & NORDSTRÖM AB	Bokfört saldo 2016-02-18 09:03	18 855,84
		Tillgängligt belopp	18 855,84

Senaste transaktionerna

Bokf datum	Transdatum	Valutadatum	Referens	Beskrivning	Belopp	Bokfört saldo
2016-02-03	2016-02-03	2016-02-03	överfört medel	Överföring via internet	18 750,00	18 855,84
2016-02-01	2016-02-01	2016-02-01	överfört medel	Överföring via internet	46,00	105,84
2015-08-26	2015-08-26	2015-08-26	Bolagsverket	Överföring via internet	-230,00	59,84
2015-04-27	2015-04-27	2015-04-28	556879-0595	Insättning	289,84	289,84

KONTOUTDRAG NR 2
2015-09-30WIJK & NORDSTRÖM AB
BOX 1022
751 40 UPPSALA*Astarkes Sverige AB*Klientmedelskonto Pm 8381-6,943 673 672-3
IBAN: SE84 8000 0838 1694 3673 6723Valuta: SEK
Bankens BIC: SWEDSESSKontohavare:
Wijk &
Nordström
AB
Avser Klient:
1

Bokf.- datum	Trans.- datum	Beloppet avser	Belopp	Saldo
150630		Ingående saldo		289,84
150826	150826	Bolagsverket	-230,00	59,84
150930		Utgående saldo		59,84

Datum för köp och uttag med bankkort redovisas under rubriken "Beloppet avser".

Vid kortköp/uttag i annan valuta än SEK tillkommer ett administrativt påslag om 1,5 % på valutakursen.
Detta påslag inkluderas i det redovisade beloppet.**Elektroniskt kontoutdrag**Som företagare kan du välja att få ditt kontoutdrag elektroniskt till företagets
internetbank, där det lagras i 24 månader.Elektroniskt kontoutdrag beställer du i internetbanken under Ekonomisk översikt/
Elektroniska dokument/Välj distributionssätt.Med vänlig hälsning
SwedbankSwedbank AB (publ)
Box 920
751 09 Uppsala
Styrelsens säte: StockholmKungsgatan 40
UppsalaTelefon
018-17 35 00Momsregnr: SE663000013801
Orgnr: 5020177753

KONTOUTDRAG NR 1
2015-06-30



WIJK & NORDSTRÖM AB
BOX 1022
751 40 UPPSALA

Astartes Sverige

Klientmedelskonto Pm 8381-6,943 673 672-3
IBAN: SE84 8000 0838 1694 3673 6723

Valuta: SEK
Bankens BIC: SWEDSESS

Kontohavare:
Wijk &
Nordström
AB
Avser Klient:
1

Bokf.- datum	Trans.- datum	Beloppet avser	Belopp	Saldo
141216		Ingående saldo		0,00
150427	150427	Insättning 556879-0595	289,84	289,84
150630		Utgående saldo		289,84

Datum för köp och uttag med bankkort redovisas under rubriken "Beloppet avser".

Id kortköp/uttag i annan valuta än SEK tillkommer ett administrativt påslag om 1,5 % på valutakursen.
Detta påslag inkluderas i det redovisade beloppet.

Elektroniskt kontoutdrag

Som företagare kan du välja att få ditt kontoutdrag elektroniskt till företagets
internetbank, där det lagras i 24 månader.

Elektroniskt kontoutdrag beställer du i internetbanken under Ekonomisk översikt/
Elektroniska dokument/Välj distributionssätt.

Med vänlig hälsning
Swedbank

Swedbank AB (publ)
Box 920
751 09 Uppsala
Styrelsens säte: Stockholm

Kungsgatan 40
Uppsala

Telefon
018-17 35 00

Momsregnr: SE663000013801
Orgnr: 502017753

Balansrapport redovisning

2016-02-18
09:04

14212 Astartes Sverige AB

556879-0595

MariAnne Aldén

Sida 1

Transaktionsdatum=2014-06-04 - 2016-02-17

Konto	Ingående balans 2014-06-04	Ingående saldo 2014-06-04	Periodens förändring 2014-06-04 - 2016-02-17	Utgående balans 2016-02-17
Tillgångar				
Omsättningstillgångar				
Övriga kortfr fordringar				
1650 Moms, avräkningskonto	0,00	0,00	0,00	0,00
Övriga Kortfr.fordringar	0,00	0,00	0,00	0,00
Kassa och bank				
1940 Bank - konkursboets	0,00	0,00	18 855,84	18 855,84
1950 Bank/PG Wijk & Nordström	0,00	0,00	0,00	0,00
Summa kassa och bank	0,00	0,00	18 855,84	18 855,84
Summa Omsättningstillgångar	0,00	0,00	18 855,84	18 855,84
Summa Tillgångar	0,00	0,00	18 855,84	18 855,84
Eget Kapital & Skulder				
Skulder				
Kortfristiga skulder				
Moms, särskilda varuskatter				
2610 Utgående moms 25%	0,00	0,00	-3 750,00	-3 750,00
2640 Ingående moms	0,00	0,00	0,00	0,00
Moms, särskilda varuskatter	0,00	0,00	-3 750,00	-3 750,00
Summa Kortfristiga skulder	0,00	0,00	-3 750,00	-3 750,00
Summa Skulder	0,00	0,00	-3 750,00	-3 750,00
Summa Eget Kapital & Skulder	0,00	0,00	-3 750,00	-3 750,00
Beräknat resultat	0,00	0,00	15 105,84	15 105,84

Resultatrapport redovisning

2016-02-18
09:04

14212 Astartes Sverige AB

556879-0595

MariAnne Aldén

Sida 1

Datum=2014-06-04 - 2016-02-17

Konto	2014-06-04 - 2016-02-17	%	Akkumulerat 2016-02-17	%
Nettoomsättning				
Huvudintäkter				
3280 Maskiner o inventarier vid kk	15 000,00	98,10	15 000,00	98,10
Summa Huvudintäkter	15 000,00	98,10	15 000,00	98,10
3703 Banktillgodohav. på kk-dagen	289,84	1,90	289,84	1,90
Summa Intäkter	15 289,84	100,00	15 289,84	100,00
Rörelsens kostnader				
Övriga externa rörelsekostn.				
6459 Förv Bolagsverket mm	-184,00	-1,20	-184,00	-1,20
Summa Övriga rörelsekostnader	-184,00	-1,20	-184,00	-1,20
Rörelsens kostnader	-184,00	-1,20	-184,00	-1,20
Rörelseresultat	15 105,84	98,80	15 105,84	98,80
Res.efter finansiella poster	15 105,84	98,80	15 105,84	98,80
Beräknat Resultat	15 105,84	98,80	15 105,84	98,80

Huvudbok redovisning

2016-02-18
09:04

14212 Astartes Sverige AB

556879-0595

MariAnne Aldén

Sida 1

Datum=2014-06-04 - 2016-02-17 •• Förmånsrätt=Alla

Vernr	Datum	Text	Debet	Kredit	Saldo
Konto: 1650 Moms, avräkningskonto					
	2014-06-04	Ingående saldo	0,00	0,00	0,00
A3	2015-09-30	Momsredovisning	46,00	0,00	46,00
A4	2016-01-29	Ink SKV	0,00	-46,00	0,00
	2016-02-17	Utgående saldo	46,00	-46,00	0,00
Förändring 1650 Moms, avräkningskonto: 0,00					
Konto: 1940 Bank - konkursboets					
	2014-06-04	Ingående saldo	0,00	0,00	0,00
A1	2015-04-27	Bankmedel på kk-dagen	289,84	0,00	289,84
A2	2015-08-26	Bolagsverket	0,00	-230,00	59,84
A5	2016-02-01	Överfört	46,00	0,00	105,84
A7	2016-02-03	Överfört	18 750,00	0,00	18 855,84
	2016-02-17	Utgående saldo	19 085,84	-230,00	18 855,84
Förändring 1940 Bank - konkursboets: 18 855,84					
Konto: 1950 Bank/PG Wijk & Nordström					
	2014-06-04	Ingående saldo	0,00	0,00	0,00
A4	2016-01-29	Ink SKV	46,00	0,00	46,00
A5	2016-02-01	Överfört	0,00	-46,00	0,00
A6	2016-02-02	Försln inv	18 750,00	0,00	18 750,00
A7	2016-02-03	Överfört	0,00	-18 750,00	0,00
	2016-02-17	Utgående saldo	18 796,00	-18 796,00	0,00
Förändring 1950 Bank/PG Wijk & Nordström: 0,00					
Konto: 2610 Utgående moms 25%					
	2014-06-04	Ingående saldo	0,00	0,00	0,00
A6	2016-02-02	Försln inv	0,00	-3 750,00	-3 750,00
	2016-02-17	Utgående saldo	0,00	-3 750,00	-3 750,00
Förändring 2610 Utgående moms 25%: -3 750,00					
Konto: 2640 Ingående moms					
	2014-06-04	Ingående saldo	0,00	0,00	0,00
A2	2015-08-26	Bolagsverket	46,00	0,00	46,00
A3	2015-09-30	Momsredovisning	0,00	-46,00	0,00
	2016-02-17	Utgående saldo	46,00	-46,00	0,00
Förändring 2640 Ingående moms: 0,00					
Konto: 3280 Maskiner o inventarier vid kk					
	2014-06-04	Ingående saldo	0,00	0,00	0,00
A6	2016-02-02	Försln inv	0,00	-15 000,00	-15 000,00
	2016-02-17	Utgående saldo	0,00	-15 000,00	-15 000,00
Förändring 3280 Maskiner o inventarier vid kk: -15 000,00					
Konto: 3703 Banktillgodohav. på kk-dagen					
	2014-06-04	Ingående saldo	0,00	0,00	0,00
A1	2015-04-27	Bankmedel på kk-dagen	0,00	-289,84	-289,84
	2016-02-17	Utgående saldo	0,00	-289,84	-289,84
Förändring 3703 Banktillgodohav. på kk-dagen: -289,84					
Konto: 6459 Förv Bolagsverket mm					
	2014-06-04	Ingående saldo	0,00	0,00	0,00
A2	2015-08-26	Bolagsverket	184,00	0,00	184,00

Huvudbok redovisning

2016-02-18
09:04

14212 Astartes Sverige AB

556879-0595

MariAnne Aldén

Sida 2

Datum=2014-06-04 - 2016-02-17 •• Förmånsrätt=Alla

Vernr	Datum	Text	Debet	Kredit	Saldo
		Fortsättning på konto 6459 Förv Bolagsverket mm			
	2016-02-17	Utgående saldo	184,00	0,00	184,00
		Förändring 6459 Förv Bolagsverket mm: 184,00			
Totalt			38 157,84	-38 157,84	0,00

Verifikationslista redovisning

2016-02-18
09:04

14212 Astartes Sverige AB

556879-0595

MariAnne Aldén

Sida 1

Datum=2014-06-04 - 2016-02-17

Text	Ärende	Spec	Konto	Debet	Kredit
Verifikation: A1	Datum: 2015-04-27	Text: Bankmedel på kk-dagen	1940	289,84	
			3703		-289,84
Verifikation: A2	Datum: 2015-08-26	Text: Bolagsverket	1940		-230,00
			2640	46,00	
			6459	184,00	
Verifikation: A3	Datum: 2015-09-30	Text: Momsredovisning	1650	46,00	
			2640		-46,00
Verifikation: A4	Datum: 2016-01-29	Text: Ink SKV	1950	46,00	
			1650		-46,00
Verifikation: A5	Datum: 2016-02-01	Text: Överfört	1940	46,00	
			1950		-46,00
Verifikation: A6	Datum: 2016-02-02	Text: Försljn inv	1950	18 750,00	
			2610		-3 750,00
			3280		-15 000,00
Verifikation: A7	Datum: 2016-02-03	Text: Överfört	1940	18 750,00	
			1950		-18 750,00
Totalt:				38 157,84	-38 157,84

Antal verifikat: 7

Antal transaktioner: 16

FÖRVALTARBERÄTTELSE ENLIGT 7 KAP 15 § KONKURSLAGEN**A. ALLMÄNNA UPPGIFTER**

Konkursgäldenär:	Astartes Sverige AB, 5568879-0595 Box 31 114 79 Stockholm
Styrelseledamot:	Jelena Saalismaa, 750516-5105 c/o Markus Groundstroem Bjurholmsplan 29 116 63 Stockholm
Revisor:	Saknas, tidigare revisor Magnus Wallenius, Certe Revision. Ansökan om eget utträde ingavs till Bolagsverket 2013-08-30
Registrerad verksamhet:	Bolaget ska bedriva telemarketing, huvudsakligen försäljning av el-abonnemang även besöksbokning och kundtjänstupdrag samt därmed förenlig verksamhet.
Dag för konkursansökan:	Den 24 april 2014
Konkursbeslut:	Den 4 juni 2014
Konkursdomstol:	Uppsala tingsrätt mål nr. K 2459-14
Edgångssammanträde:	Den 28 juli 2014, kl. 08:45
Konkurssökande:	Staten gm Skatteverket
Konkursförvaltare	Advokat Ola Nordström, Advokatfirman Wijk & Nordström AB Box 1022 751 40 Uppsala
Tillsynsmyndighet:	TSM, Kronofogdemyndigheten i Eskilstuna, Box 552, 631 07 Eskilstuna
Bokföringsmaterial:	Inget har tillkommit sedan bouppteckning. Balans- och resultatrapport per den 30 juni 2013: <u>Se bilaga 1</u>

B. ÖVERSIKT ÖVER TILLGÅNGAR OCH SKULDER

Följande uppgifter har hämtats ur bouppteckningen.

Tillgångar		0:-
Skulder med förmånsrätt	500:-	
Skulder utan förmånsrätt	519 153:-	
Brist		519 653:-
Kronor	519 653:-	519 653:-

Sedan upprättande av bouppteckning har ett antal ytterligare fordringsägare tillkommit.

Protokoll från edgångssammanträde bifogas, bilaga 2.

C. BAKGRUND

Bolaget registrerades den 1 januari 2012 och registrerades för F-skatt och mervärdesskatt den 16 mars 2012. Bolagets förste styrelseledamot var Björn Svanberg som var ledamot i bolaget fram till den 11 april 2013. Den 16 november 2012 invaldes Emil Ingmanson i styrelsen. Vilken var styrelseledamot ända fram till att Jelena Saalismaa invaldes den 5 augusti 2013.

Bolaget ägs eller har ägts av Solid Equity Nordic AB, 556805-4760 och av vad konkursförvaltaren förstått har koncernen även bestått av i vart fall följande bolag:

- Positiv Pension i Sverige AB, 556791-9856 - Konkurs – 2013-08-08
- NSTS Solenergi AB, 556913-1401 – Konkurs 2014-04-14
- Strategi Placering Skandinavien AB (namnändrat till Asama) – Konkurs 2014-05-22
- Voltia Kraft AB, 556857-9915 – Konkurs 2013-09-20,
- Ringa AB 556821-4208 – Konkurs 2013-09-20, samt
- Vrestor Fastighets Consulting AB, 556854-6856

Av Astartes företrädare har förvaltaren enbart lyckats komma i kontakt med Saalismaa, vilket får tas i beaktande i nedanstående redogörelse.

Det framstår inledningsvis som att Saalismaa inte har haft någon reell roll i bolaget utan att hon inträtt i styrelsen som en del av det upplägg som beskrivs nedan och som kom att innebära att ovanstående koncernbolag såsmåningom gick i konkurs. Hon har själv uppgivit att hon inte har någon erfarenhet av företagande och inte gjorde någon insats i bolaget. Hon ska ha åtagit sig uppdraget efter en förfrågan av ”en bekants bekant” och hon hade förhoppningen att hon härigenom skulle få ett jobb.

Astartes har av vad som framkommit ägnat sig åt distansförsäljning via callcenter. Verksamheten har utgått från lokaler i Uppsala och sedermera även från Västervik. Astartes har marknadsfört de andra koncernbolagens tjänster, såsom placering av PPM-medel, telefonabonnemang och el-abonnemang. De olika bolagen i gruppen har

figurerat i media med jämna mellanrum gällande klagomål om tvivelaktiga marknadsföringsmetoder m.m. Koncernbolaget Positiv Pension har även uppmärksammats för en flytt av kunder från en fond med vilken bolaget hade ett samarbetsavtal till Strategi Placering. Astartes roll i sammanhanget är att flytten av kunder verkställdes på Astartes Uppsalakontor. Den här flytten eller försäljningen av kunder skedde den 2 juli 2013 enligt förvaltarberättelsen i Positiv Pensions konkurs. Någon verksamhet har sannolikt inte förekommit därefter. Enligt hyresvärden stod Uppsalalokalen tom under hösten 2013 och ska ha städats ur under oktober 2013. Så ska även inventarierna ha flyttats.

Enligt preliminär balansrapport uppgår bokförda tillgångar efter avskrivningar till ca. 810 tkr, se bifogad balansrapport. Av dessa avser ca. 105 tkr förutbetalda kostnader och ca. 280 tkr lämnade depositioner. Inga tillgångar har påträffats.

Hur en eventuell överenskommelse mellan Astartes och de närstående bolagen vilkas tjänster som sålts sett ut, är oklart. Omsättningen i Astartes uppgick för år 2012 enligt årsredovisningen till ca. 257 tkr. Rörelsekostnaderna uppgick till sammanlagt 1 454 tkr. Detta innebär att bolaget gjorde en förlust 1 196 tkr. Astartes har enligt preliminär resultatrapport helt saknat bokförda intäkter för år 2013. Bokföring verkar ha skett fram till någon gång före halvårsskiftet 2013. Resultatet enligt samma rapport är en förlust om drygt 1,5 Mkr för perioden.

Mot denna bakgrund framstår affärsidén som oklar.

Det är oklart vem som idag, och efter Saalismaas inträde i styrelsen, äger aktierna i Astartes. Enligt Solid Equitys årsredovisning för år 2012 ska aktierna sålts redan under det räkenskapsåret. På fråga från förvaltaren till Solid Equity om detta har moderbolaget mailat förvaltaren ett överlåtelseavtal avseende aktierna i Strategi Placering och en kvittens daterad den 21 februari 2014 av vilken följer att bokföringen i Strategi Placering ska ha överlämnats till en Jack Alison, som placerats som styrelseledamot i Strategi Placering.

D. ORSAKER TILL OCH TIDPUNKT FÖR OBESTÅND

Konkursbolagets affärsidé är som nämnts oklar. Det framstår som att tjänsterna har utförts utan vederlag. Under år 2012 var omsättningen tämligen begränsad. Bokförda intäkter saknas under år 2013. Intjänandet har med andra ord varit obefintligt. Konkursbolaget har haft relativt stora kostnader avseende hyra, löner, leasingavtal etc. Dessa förhållanden talar för att bolaget har varit på obestånd redan när verksamheten påbörjades och orsaken har varit att bolaget saknat tillräckliga intäkter.

I revisionsberättelse för räkenskapsåret 2012 har revisorn angivit följande:

”Företaget har under 2012 genererat en stor förlust, därigenom är bolagets egna kapital förbrukat i sin helhet. Detta indikerar att det finns en betydande osäkerhet avseende företagets förmåga att fortsätta sin verksamhet. Företagsledning har inte dokumenterat sina bedömningar som grund för att tillämpa den grundläggande redovisningsprincipen om fortsatt drift. Jag har

därför inte beretts möjligheten att bedöma om grund för att tillämpa redovisningsprincipen om fortsatt drift finns.”

Förvaltaren menar att vad revisorn angivit indikerar att bolaget redan från dess verksamheten påbörjades var på obestånd.

Det ska också framhållas att den överflytt av kunder som skedde de första dagarna i juli 2013 utgör en enligt förvaltaren tydlig indikation på att Astartes skulle gå i graven. En sådan komplicerad kedja av rättshandlingar måste enligt förvaltaren planerats under relativt lång tid. Även om förvaltaren bedömer att obestånd inträtt tidigare än 2013 måste i vart fall obeståndet varit ett faktum i och med att planerna att överlåta kundstocken i Positiv Pension kom att ta form.

Även det faktum att Saalismaa valdes in i styrelsen är för förvaltaren en tydlig indikation på att Astartes dagar var räknade. Saalismaa hade då dessförinnan valts in i styrelsen för Positiv Pension efter bolagsstämmobeslut den 2 juli 2013. Processen att besluta och sedan hitta en person som Saalismaa, som är beredd att åta sig ett styrelseuppdrag av den här typen, tar enligt konkursförvaltaren tid, vilket också indikerar att planeringen att överlåta kunderna till annat bolag hade pågått under längre tid.

Äldsta kända leverantörsskuld avser faktura med förfallodag 2012-09-15, vilket indikerar betalningssvårigheter redan då. Vid kontakt med vissa borgenärer framgår att betalningar ofta släpade redan från 2012 och framåt I revisionsberättelsen för räkenskapsåret 2012 anges att bolaget betalat skatter och avgifter för sent vid ett flertal tillfällen. Annars synes i och för sig konkursbolaget under perioden fram till sommaren 2013 betalat de flesta av sina skulder, med medel som har erhållits huvudsakligen i form av lån från andra närstående bolag. Betalningsdisciplinen/möjligheten har av vad som framkommit sjunkit runt sommaren 2013. Vid det tillfället har exempelvis det bolag som hyrde ut datautrustning exempelvis dragit öronen åt sig försökt återfå sin utrustning. Det kan noteras att under sommaren 2013 och en tid framåt har vissa leverantörer fått betalt. Ingen leverantör har dock fått betalt efter december 2013. Utifrån detta kan sägas betalningssvårigheterna var påtagliga någon gång runt sommaren 2013.

Det faktum att konkursbolaget har erhållit tillskott från närstående bolag i form av lån samt vid ett tillfälle under 2013 i form av ett aktieägartillskott påverkar inte ovanstående bedömning, då orsaken till obeståndet står att finna i att bolaget har haft i det närmaste obefintliga intäkter redan från start och under i vart fall under hela 2013. Därutöver kommer att ledningen för bolaget under första halvan av 2013 måste ha beslutat att verksamheten skulle upphöra.

Sammanfattningsvis anser konkursförvaltaren att orsaken till obeståndet primärt ligger i att bolaget saknat en verksamhet som genererat tillräckliga intäkter. Tidpunkten för obeståndet bedöms därför ha inträffat tidigt, egentligen redan när bolaget påbörjade verksamheten annars 2013 då Astartes helt saknat intäkter. En ytterligare orsak till



obeståndet är att verksamheten lades ner. Avsikten att lägga ner verksamheten måste komma till konkret form senast någon gång under våren 2013.

E. BOKFÖRING

Bolaget har haft kalenderår som räkenskapsår. Den löpande bokföringen har skett med hjälp av extern konsult, Ekonomiporten som enligt uppgift bokförde fram till juni 2013. Omhändertagna SIE4-filer för år 2012 och 2013 bekräftar detta. Av bankkontoutdrag har framgått dock en inte obetydlig mängd transaktioner ända fram till årsskiftet 2013/2014.

Årsredovisning för år 2012 har ingivits.

I årsredovisningen för 2012 gör revisorn Magnus Wallenius följande anmärkningar i sin berättelse, med viss återupprepning av vad som angivits tidigare i bedömningen av orsak och tidpunkt för obeståndet. Att den stora förlusten medfört att det egna kapitalet är förbrukat och att det finns en betydande osäkerhet om verksamheten kan fortsätta. Företagsledningen har inte dokumenterat sina bedömningar som grund för att tillämpa den grundläggande redovisningsprincipen för fortsatt drift. Det förhållandet innebar i sin tur att revisorns bedömning var att årsredovisningen inte ger en rättvisande bild av konkursbolagets finansiella ställning per balansdagen. Varför han avstyrkte att årsstämman skulle fastställa resultat- och balansräkning. Vidare anmärktes att årsredovisningen inte upprättats i sådan tid att årsstämma varit möjlig att hålla inom sex månader från räkenskapsårets utgång (fastställelseintyg den 17 juli 2013). Att det egna kapitalet var förbrukat och att även om protokoll från stämma vid vilken kontrollbalansräkning fanns så var detta odaterat och revisorn har inte granskat någon kontrollbalansräkning. Slutligen påtalades att skatter och avgifter vid ett flertal tillfällen betalats för sent.

Till förvaltaren har revisorn bekräftat ovanstående.

Eftersom verifikationer saknas har det inte varit möjligt att i övrigt närmare bedöma bokföringsskyldighetens fullgörande.

G. TIDPUNKT FÖR KONTROLLBALANSRÄKNING ENLIGT ABL 25:13

Enligt bolagets enda upprättade årsredovisning var det egna kapitalet med marginal förbrukat (-972 tkr) per den 31 december 2012. Det talar för att bolaget relativt omgående bör haft anledning att anta att det egna kapitalet understeg hälften av det registrerade aktiekapitalet.¹

¹ Reservation

Det antecknas, att förvaltaren, så som beskrivs i konkurslagen, endast tagit ställning till vid vilken tidpunkt, *befarad* kapitalbrist kan antas ha förelegat och inte till frågan om faktisk kritisk kapitalbrist eller till eventuell föreliggande kontrollbalansräknings vederhäftighet. Det ankommer på enskild borgenär att vid behov svara för denna utredning. Vidare bör läsaren notera att den redovisade slutsatsen är ett antagande på angivna grunder och inte ett resultat av någon utredning som kan läggas till grund för rättegång.

Någon återhämtning har inte skett av vad som kunnat noteras.

H. ÅTERVINNING

Fristdag, baserad på Skatteverkets ansökan om konkurs, är den 24 april 2014.

Verifikationer, avtal etc. saknas som nämnts, vilket försvårar utredningen i fråga om återvinning. Följande tre utbetalningar från Astartes konto har dock ådragit sig förvaltarens intresse i detta avseende:

- a. Betalning om 170 000 kr - 2013-06-17,
- b. Betalning om 48 000 kr - 2013-07-23, samt
- c. Betalning om 100 000 kr - 2013-08-19

Den första av dessa transaktioner är bokförd såsom en återbetalning av en skuld till Solid Equity. Även om de resterande två transaktionerna inte är bokförda talar bankkontoutdrag från att även dessa har betalats till Solid Equity.

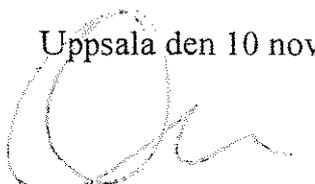
Solid Equity är såsom moderbolag till Astartes är att betrakta som närstående. Solid Equity är det bolag som enligt tillgängligt räkenskapsmaterial har överfört mest till Astartes. Någon revers eller verifikation som styrker att det varit fråga om lån eller någon annan form av tillskott finns alltså inte.

Astartes saknar kända tillgångar och gjorde av allt döma så vid betalningstidpunkterna. Betalningar av den här storleken kan antas avsevärt försämrat Astartes ekonomiska ställning. Betalningarna kan också skett i förtid. Vidare har Astartes, som enligt förvaltaren varit insolvent vid betalningarna, gynnat Solid Equity på övriga borgenärens bekostnad. Mot denna bakgrund bedömer förvaltaren preliminärt transaktionerna som återvinningsbara.

I. OLOVLIG UTBETALNING SAMT SKADESTÅNDSANSVAR ENL ABL

Utifrån tillgängligt och bristande underlag har ingen transaktion har uppmärksammat som förvaltaren bedömer kan komma i fråga för återbetalningsskyldighet enligt 17 kap. aktiebolagslagen eller skadeståndsskyldighet enligt 29 kap. samma lag.

Uppsala den 10 november 2014



Ola Nordström
Konkursförvaltare



Oskar Nordström
Handläggare

308 Astartes Sverige AB

556879-0595

Oskar Nordström

Sida 1

Transaktionsdatum#2013-01-01 - 2013-06-30

Preliminär ingående balans

Konto	Ingående balans 2013-01-01	Ingående saldo 2013-01-01	Periodens förändring 2013-01-01 - 2013-06-30	Utgående balans 2013-06-30
Tillgångar				
Anläggningstillgångar				
Maskiner och inventarier				
1220 Inventarier och verktyg	282 713,00	282 713,00	0,00	282 713,00
1229 Ackumulerade avskrivningar på	-36 559,00	-36 559,00	-28 272,00	-64 831,00
Summa Maskiner och inventarier	246 154,00	246 154,00	-28 272,00	217 882,00
Finansiella anl.tillgångar				
1383 Lämnade depositioner, långfris	191 170,00	191 170,00	89 052,00	280 222,00
Summa Finansiella anl.tillgång	191 170,00	191 170,00	89 052,00	280 222,00
Summa Anläggningstillgångar	437 324,00	437 324,00	60 780,00	498 104,00
Omsättningstillgångar				
Kundfordringar				
1510 Kundfordringar SPCS	3 500,00	3 500,00	0,00	3 500,00
Summa kundfordringar	3 500,00	3 500,00	0,00	3 500,00
Övriga kortfr fordringar				
1630 Avräkning för skatter och avgi	-6 598,00	-6 598,00	6 665,00	67,00
1650 Momsfordran	33 294,00	33 294,00	162 064,00	195 358,00
1687 Fordran Ringia AB	0,00	0,00	10 700,00	10 700,00
Övriga Kortfr.fordringar	26 696,00	26 696,00	179 429,00	206 125,00
Förutb.kostn och uppl intäkter				
1710 Förutbetalda hyreskostnader	39 141,00	39 141,00	65 403,00	104 544,00
1790 Övriga förutbetalda kostnader	80 000,00	80 000,00	-80 000,00	0,00
Summa förutb kostn / uppl int	119 141,00	119 141,00	-14 597,00	104 544,00
Kassa och bank				
1930 Swedbank företagskonto 914 248	0,00	0,00	918,55	918,55
1940 Övriga bankkonton	10 060,85	10 060,85	-10 060,85	0,00
Summa kassa och bank	10 060,85	10 060,85	-9 142,30	918,55
Summa Omsättningstillgångar	159 397,85	159 397,85	155 689,70	315 087,55
Summa Tillgångar	596 721,85	596 721,85	216 469,70	813 191,55
Eget Kapital & Skulder				
Eget kapital				
2081 Aktiekapital	-250 000,00	-250 000,00	0,00	-250 000,00
2093 Erhållna aktieägartillskott	0,00	0,00	-250 000,00	-250 000,00
2099 Årets resultat	1 221 936,29	1 221 936,29	0,00	1 221 936,29
Summa Eget kapital	971 936,29	971 936,29	-250 000,00	721 936,29
Skulder				
Kortfristiga skulder				
Leverantörsskulder & övriga				
2440 Leverantörsskulder SPCS	-173 852,00	-173 852,00	-2 193,75	-176 045,75
2441 Leverantörsskulder	0,00	0,00	-420 173,25	-420 173,25
2448 Ej reskontraförda leverantörss	-102 505,00	-102 505,00	55 625,00	-46 880,00
Summa Leverantörsskulder	-276 357,00	-276 357,00	-366 742,00	-643 099,00

308 Astartes Sverige AB

556879-0595

Oskar Nordström

Sida 2

Förvaltningsperioden 2013-01-01 - 2013-06-30

Preliminär ingående balans

Konto	Ingående balans 2013-01-01	Ingående saldo 2013-01-01	Periodens förändring 2013-01-01 - 2013-06-30	Utgående balans 2013-06-30
Moms, särskilda punktskatter				
<u>2611 Utgående moms på försäljning i</u>	0,00	0,00	0,00	0,00
<u>2641 Debiterad ingående moms</u>	0,00	0,00	0,00	0,00
<u>2642 Debiterad ingående moms i ansl</u>	30 390,00	30 390,00	0,00	30 390,00
<u>2648 Vilande ingående moms</u>	0,00	0,00	17 424,00	17 424,00
Moms, särskilda punktskatter	30 390,00	30 390,00	17 424,00	47 814,00
Övriga kortfristiga skulder				
<u>2840 Skuld till Voltia</u>	-294 418,00	-294 418,00	44 323,00	-250 095,00
<u>2860 Skuld till Solid Equity</u>	-236 348,00	-236 348,00	-1 280 827,00	-1 517 175,00
<u>2862 Skuld till Strategi Placering</u>	-338 820,00	-338 820,00	-282 594,83	-621 414,83
<u>2891 Skuld till JI Finans 7570.1</u>	-327 846,93	-327 846,93	0,00	-327 846,93
<u>2892 Skuld till JI Finans 7570</u>	-1 471,21	-1 471,21	0,00	-1 471,21
<u>2893 Skulder till närstående person</u>	-10 999,00	-10 999,00	4 644,46	-6 354,54
Summa Övr kortfristiga skulder	-1 209 903,14	-1 209 903,14	-1 514 454,37	-2 724 357,51
Uppl kostn & förutbet intäkter				
<u>2990 Övriga upplupna kostnader och</u>	-113 788,00	-113 788,00	76 788,00	-37 000,00
<u>2999 OBS-konto</u>	1 000,00	1 000,00	272 071,83	273 071,83
Summa Uppl kostn & förutb int	-112 788,00	-112 788,00	348 859,83	236 071,83
Summa Kortfristiga skulder	-1 568 658,14	-1 568 658,14	-1 514 912,54	-3 083 570,68
Summa Skulder	-1 568 658,14	-1 568 658,14	-1 514 912,54	-3 083 570,68
Summa Eget Kapital & Skulder	-596 721,85	-596 721,85	-1 764 912,54	-2 361 634,39
Beräknat resultat	0,00	0,00	-1 548 442,84	-1 548 442,84

308 Astartes Sverige AB

556879-0595

Oskar Nordström

Sida 1

Datum=2013-01-01 - 2013-06-30

Konto	2013-01-01 - 2013-06-30	%	Akkumulerat 2013-06-30	%
Rörelsens inkomster/intäkter				
Huvudintäkter				
3041 Försäljn tjänst 25% sv	0,00	0,00	0,00	0,00
Summa Huvudintäkter	0,00	0,00	0,00	0,00
3740 Öres- och kronutjämning	2,24	100,00	2,24	100,00
Summa Inkomster/intäkter	2,24	100,00	2,24	100,00
Rörelsens kostnader				
Övriga externa rörelsekostn.				
5010 Lokalhyra	-233 836,00	*	-233 836,00	*
5012 Hyra för garage	-9 900,00	*	-9 900,00	*
5020 El för belysning	-41 813,69	*	-41 813,69	*
5050 Lokaltillbehör	-3 128,00	*	-3 128,00	*
5060 Städning och renhållning	-64 745,00	*	-64 745,00	*
5090 Övriga lokalkostnader	-34 730,00	*	-34 730,00	*
5220 Hyra av inventarier och verkty	-25 793,00	*	-25 793,00	*
5410 Förbrukningsinventarier	-4 488,00	*	-4 488,00	*
5420 Programvaror	-559 099,35	*	-559 099,35	*
5460 Förbrukningsmaterial	-2 869,00	*	-2 869,00	*
5500 Reparation och underhåll (grupp	-1 460,00	*	-1 460,00	*
5700 Frakter och transporter (grupp	-1 737,53	*	-1 737,53	*
5800 Resekostnader (gruppkonto)	-1 163,00	*	-1 163,00	*
5990 Övriga kostnader för reklam oc	-3 002,00	*	-3 002,00	*
6072 Representation, ej avdragsgill	-720,00	*	-720,00	*
6110 Kontorsmateriel	-934,00	*	-934,00	*
6150 Trycksaker	-119 402,00	*	-119 402,00	*
6211 Fast telefoni	-297 529,00	*	-297 529,00	*
6212 Mobiltelefon	-2 005,89	*	-2 005,89	*
6230 Datakommunikation	-45 000,00	*	-45 000,00	*
6250 Postbefordran	-148,00	*	-148,00	*
6310 Företagsförsäkringar	-4 747,00	*	-4 747,00	*
6370 Kostnader för bevakning och la	-4 474,00	*	-4 474,00	*
6530 Redovisningstjänster	-32 365,00	*	-32 365,00	*
6570 Bankkostnader	-1 638,00	*	-1 638,00	*
6970 Tidningar, tidskrifter och fac	-66,00	*	-66,00	*
6991 Övriga externa kostnader, avdr	200,00	*	200,00	*
Summa Övriga rörelsekostnader	-1 496 593,46	*	-1 496 593,46	*
Kostnader personal				
7690 Övriga personalkostnader	-5 423,00	*	-5 423,00	*
7699 Övriga personalkostnader	-9 492,00	*	-9 492,00	*
Personalkostnader	-14 915,00	*	-14 915,00	*
Rörelsens kostnader	-1 511 508,46	*	-1 511 508,46	*
Av och nedskrivningar				
7832 Avskrivningar på inventarier o	-28 272,00	*	-28 272,00	*
Summa Av och nedskrivningar	-28 272,00	*	-28 272,00	*
Rörelseresultat	-1 539 778,22	*	-1 539 778,22	*
Finansiella intäkter kostnader				
Övr ränteintäkter o liknande				
* = oegentligt värde				

308 Astartes Sverige AB

556879-0595

Oskar Nordström

Sida 2

Datum: 2013-01-01 - 2013-06-30

Konto	2013-01-01 - 2013-06-30	%	Ackumulerat 2013-06-30	%
8314 Skattefria ränteintäkter	58,00	*	58,00	*
Övr ränteintäkter o liknande	58,00	*	58,00	*
Räntekost o liknande resposter				
8421 Räntekostnader till kreditinst	-77,00	*	-77,00	*
8422 Dröjsmålsräntor för leverantör	-8 645,62	*	-8 645,62	*
Räntekost o liknande resposter	-8 722,62	*	-8 722,62	*
Finansiella intäkter kostnader	-8 664,62	*	-8 664,62	*
Res.efter finansiella poster	-1 548 442,84	*	-1 548 442,84	*
Beräknat Resultat	-1 548 442,84	*	-1 548 442,84	*

* = oegentligt värde

KONKURSBOUTPTECKNING**A. UPPGIFTER OM GÄLDENÄREN**

Konkursgäldenär:	Astartes Sverige AB, 556879-0595 Box 31 114 79 Stockholm
Styrelseledamot:	Jelena Saalismaa, 750516-5105 c/o Markus Groundstroem Bjurholmsplan 29 116 63 Stockholm
Styrelsesuppleant:	Ylva Hildestål, 671218-1129 Spångavägen 304 163 46 Spånga
Revisor:	Saknas .
Räkenskapsinformation:	SIE4-fil avseende räkenskapsåret 2012 och 2013.
Verksamhet:	Bolaget ska bedriva telemarketing, huvudsakligen försäljning av el-abonnemang även besöksbokning och kundtjänstuppdrag samt därmed förenlig verksamhet.

B. UPPGIFTER OM KONKURSEN

Dag för konkursansökan:	Den 24 april 2014
Konkursbeslut:	Den 4 juni 2014
Konkursdomstol:	Uppsala tingsrätt ärende nr. K 2459-14
Edgångssammanträde:	Den 28 juli 2014, kl. 08:45
Konkurssökande:	Staten gm Skatteverket

C. UPPGIFTER OM KONKURSFÖRVALTAREN

Advokat Ola Nordström, Advokatfirman Wijk & Nordström AB, Box 1022,
751 40 Uppsala

D. UPPGIFTER OM DOMSTOLEN OCH TILLSYNSMYNDIGHETEN

Uppsala tingsrätt, enhet 4, Box 1113, 751 41 Uppsala, ärende nr K 2459-14
Kronofogden, TSM, Box 552, 631 07 Eskilstuna

**E. TILLGÅNGAR**

Saknas så vitt är känt.

Summa tillgångar 0:-

F. SKULDER**Skulder med förmånsrätt****Enligt 10 § FRL**

Skatteverket	500:-
Skattekontor 2 Västerås	
Borgenärssektionen	
721 50 Västerås	
Avseende ansökningsavgift	

Summa skulder med förmånsrätt 500:-

Skulder utan förmånsrätt**Enligt 18 § FRL**

Leverantörsskulder	
Se bilaga 1.	519 153:-

Summa skulder utan förmånsrätt 519 153:-

G. SEPARATIONSGODS

Städmaskin som hyrts av Siemens Financial Services, samt projektor m.m. hyrd av Wasa Kredit. Ingen egendom har anträffats.

H. SAMMANDRAG

Tillgångar		0:-
Skulder med förmånsrätt	500:-	
Skulder utan förmånsrätt	519 153:-	
Brist		519 653:-
Kronor	519 653:-	519 653:-

I. UTDELNINGSPROGNOS

Utdelning kan inte påräknas i konkursen.

Ovanstående bouppteckning har upprättats på grundval av erhållna uppgifter från Skatteverket, Kronofogden och borgenärer.

Uppsala den 21 juli 2014



Ola Nordström
Konkursförvaltare

Sändlista:

1. Uppsala tingsrätt.
2. Tillsynsmyndigheten i Eskilstuna.
3. Borgenärsenheten, Skatteverket Västerås
4. Gälldenären
5. Akten, två ex

Bilaga 1, Astartes Sverige AB, 556879-0595

Oprioriterade borgenärer

Borgenär	Ombud	Adress	Postnummer och Ort	Fordran
1 Scanomat A/S Danmark filial	c/o Profina Inkasso	Scheelegatan 3	212 28 Malmö	29 595 kr
2 Securitas Direct Sverige AB	c/o Lindorff	Box 460	412 93 Göteborg	2 592 kr
3 Siemens Financial Services AB	Borgenärsgruppen	Box 199	901 09 Umeå	14 292 kr
4 Skatteverket			721 50 Västerås	412 832 kr
5 Wasa Kredit AB			701 43 Örebro	59 842 kr
Summa oprioriterade borgenärer				519 153 kr

