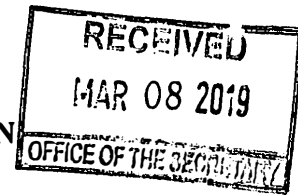


UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION



ADMINISTRATIVE PROCEEDING
File No. 3-17693

In the Matter of

SEAN P. FINN and
M. DWYER LLC,

Respondents.

DIVISION OF ENFORCEMENT'S
MOTION FOR SUMMARY DISPOSITION
AND IMPOSITION OF SANCTIONS
AGAINST RESPONDENTS SEAN P. FINN
and M. DWYER LLC.

Pursuant to Section 15(b) of the Securities Exchange Act of 1934 ("Exchange Act"), the Division of Enforcement ("Division") moves for summary disposition against Respondents Sean P. Finn ("Finn") and M. Dwyer LLC ("Dwyer") (collectively "Respondents") and imposition of sanctions permanently barring Finn and Dwyer from: (i) association with any broker, dealer, investment adviser, municipal securities dealer, municipal advisor, transfer agent, or nationally recognized statistical rating organization; and (ii) participating in any offering of a penny stock.

I. Procedural Background

a. The Underlying Civil Action

On December 16, 2013, the SEC filed a civil action in the United States District Court for the District of Nevada captioned Securities and Exchange Commission v. Malom Group AG, et al., Civil Action No. 2:13-CV-2280. In its complaint, the SEC alleged that, from at least April 2010 to September 2011, Respondents acted as unregistered brokers or dealers in soliciting potential investors for two fraudulent advance-fee high-yield investment programs offered by the Switzerland-based Malom Group AG ("Malom"). The SEC further alleged that, during that period, Respondents successfully solicited into these two programs at least 14 investors, all of whom lost all of their invested funds. As compensation for recruiting these investors, the SEC

alleged, Respondents received a percentage of each investment. The SEC alleged that Respondents' total transaction-based compensation exceeded \$700,000.

On November 2, 2016, the district court entered a final default judgment against Respondents. The Court found that Respondents acted as unregistered brokers or dealers in violation of Section 15(a) of the Exchange Act [15 U.S.C. §78o(a)], and sold unregistered securities in violation of Sections 5(a) and 5(c) of the Securities Act of 1933 (the "Securities Act") [15 U.S.C. §§ 77e(a) and (c)]. Among other relief, the Court permanently enjoined Respondents from future violations of Section 15(a) of the Exchange Act and Sections 5(a) and 5(c) of the Securities Act.

The district court also found that Respondents had violated, and enjoined them from further violating, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5] and Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)].

b. The OIP

On November 21, 2016, the Commission issued the Order Instituting Proceedings ("OIP") in this follow-on proceeding.

On January 26, 2017, Respondents Finn and Dwyer were served with the OIP. *See* Notice Regarding Status of Service of the Order Instituting Proceedings, filed January 27, 2017. The Respondents' answer to the OIP was due within twenty days after service. *See* OIP, p. 3, SEC Rule of Practice 220(a). To date, the Respondents have not filed an answer or otherwise contacted the Division.

II. Argument

Section 15(b)(4)(C) of the Exchange Act authorizes the Commission to impose a collateral bar where a broker or dealer, or any person associated with the broker or dealer, has

been enjoined by a court of competent jurisdiction from acting as a broker or dealer if such a bar would be in the public interest. 15 U.S.C. § 78o(b)(4)(C). Where, as in this case, the relevant injunction was awarded after a default in the district court, the Commission must “admit and consider” evidence to determine whether the respondent actually committed the violations that are the basis for the injunction. *In the Matter of Gary L. McDuff*, Securities Exchange Act of 1934 Release No. 74803, 2015 WL 1873119, *3 (Apr. 23, 2015).

Similarly, in assessing whether imposition of a collateral bar would be in the public interest, the Commission should “consider the record evidence [presented in that case] to determine whether such a remedy is necessary or appropriate to protect investors and markets” *In the Matter of Ross Mandell*, Securities Exchange Act of 1934 Release No. 71668, 2014 WL 907416, at *2) (Mar. 7, 2014) (quoting *In the Matter of John W. Lawton*, Investment Advisers Act Release No. 3513, 2012 WL 6208750, at *9 (Dec. 13, 2012). The Commission should “review each case on its own facts” to make findings regarding the respondent’s fitness to participate in the industry in the barred capacities. *McCarthy v. SEC*, 406 F.3d 179, 188 (2d Cir. 2005). The analysis need not include a “‘ritualistic incantation’ regarding [the] remedial effect” of the bars, but it should be grounded in specific “findings regarding the protective interests to be served” by barring the respondent and the “risk of future misconduct.” *Id.* at 189-90; *see also Rapoport v. SEC*, 682 F.3d 98, 108 (D.C. Cir. 2012)).

As demonstrated below, the evidence in this case establishes that Respondents acted as unregistered broker dealers in violation of Exchange Act Section 15(a) and that it is in the public interest to impose a collateral industry bar.

a. Finn and Dwyer Acted as Unregistered Brokers

Section 15(a)(1) prohibits a broker or dealer from “effect[ing] any transactions in, or [inducing] or attempt[ing] to induce the purchase or sale of, any security,” unless the broker or

dealer is registered with the Commission or, in the case of a natural person, is associated with a registered broker or dealer. 15 U.S.C. § 78o(a)(1).

Section 3(a)(4) of the Exchange Act defines a broker as “any person engaged in the business of effecting transactions in securities for the account of others.” 15 U.S.C. § 78c(a)(4). Determining whether a person qualifies as a broker under Section 15(a) involves considering an array of non-exclusive factors. Factors that may qualify an individual as a broker include:

- whether that person regularly participated in securities transactions at key points in the chain of distribution;
- is an employee of the issuer;
- received commissions as opposed to a salary;
- is selling, or previously sold, the securities of other issuers;
- is involved in negotiations between the issuer and the investor;
- makes valuations as to the merits of the investment or gives advice;
- and is an active rather than passive finder of investors.

SEC v. Hansen, 1984 WL 2413, at *10 (S.D.N.Y. Apr. 6, 1984). Activities that are indicative of being a broker include holding oneself out as a broker-dealer, recruiting or soliciting potential investors, handling client funds and securities, negotiating with issuers, and receiving transaction-based compensation.” *Anthony Fields, CPA*, Exchange Act Release No. 74344, 2015 WL 728005, at *18 (Feb. 20, 2015). The Commission generally views “solicitation” as any affirmative effort intended to induce a securities transaction, including telephone calls, mailings, advertising (online or in print), and conducting investment seminars. See *Registration Requirements for Foreign Broker-Dealers*, Exch. Act Rel. No. 27017 (Jul. 11, 1989) (citations omitted). After weighing these factors, this Court should find that Respondents acted as unregistered brokers.

i. Transactions in Securities

Finn actively recruited potential investors for investment contracts in the form of joint venture agreements and structured note programs. Exhibit A: Simpson Declaration (“Simpson Decl.”) ¶¶5-6 and Exhibit (Ex.) 1 (showing names of investors by type of investment contract, naming among others Edward Glazebrook (“Glazebrook”) and Ex. 3 (showing investors that Finn introduced, including for example Glazebrook); See also Exhibit B: Declaration of Hemma R. Lomax (“Lomax Decl.”): Ex. 1 (Email to Glazebrook with attachments explaining Malom’s business model); Ex. 2 (categorizing investors escrows by type of contract, naming among others, Glazebrook); and Ex. 3 (Email where Finn describes two available models).

Section 2(a)(1) of the Securities Act and Section 3(a)(10) of the Exchange Act define “security” to include an “investment contract.” An investment contract includes any contract, transaction or scheme whereby a person (1) invests money, (2) in a common enterprise, (3) with the expectation of profits derived solely from the efforts of the promoter or a third party. *SEC v. W.J. Howey Co.*, 328 U.S. 293, 299 (1946). The joint venture agreements and structured note transactions satisfy all of the elements of this test. There was investor money placed at risk in anticipation of profit, common enterprise in the investor’s success was directly linked to the success of the promoter (vertical commonality) and an expectation of profit from the effort of others. Here, the investors’ only role was to propose a potential transaction and pay a fee. See for example, Lomax Decl. Ex. 4 (Email pitch by Finn to potential investor stating “we do the work and you get paid”); Ex. 5 (Email advertisement with subject line “use our cash”) and Ex.6 (M. Dwyer Website Capture, page 7 of 18: “This is a performance based transaction”).

ii. Regular Participation in the Solicitation of Clients at Key Points

Finn and Dwyer repeatedly used the mails and other instrumentalities of interstate commerce to induce the sale of interests in Malom’s joint venture and structured note programs.

By his frequent solicitations through email advertisements and pitches (Lomax Decl. Ex. 4, Ex. 5), online advertisements (Lomax Decl., Ex.6 – M. Dwyer Website) and marketing pieces, Finn was an active and resourceful finder of investors. Finn generated ideas for a deal that promised to provide life-altering returns of 100% within days, and then created marketing pieces and requested sanitized documents to pitch the deal to potential investors for several months despite the obvious red flags. (Lomax Decl., Ex.7, 7A and 7B and Ex. 9 and Ex.10 for examples of investors introduced to this type of deal by Finn). Finn introduced investors either directly to the offeror, Malom or to M.Y. Consultants and facilitated their entry into agreements with Malom. Lomax Decl., Ex.8 p. 2 at ¶ 5: (“Sean Finn of M Dwyer introduced investor Preferred Life Partners (PFP) to Malom”) and Ex. 11: (“Our idea is to take them the Malom route via structured finance”). Finn drafted memoranda of understanding for investors (e.g. Lomax Decl., Ex.12); coordinated the exchange of contractual documents between investors and Malom (e.g. Lomax Decl., Ex.13); regularly communicated with investors regarding updates on the status of their agreement (e.g. Lomax Decl., Ex.14); and frequently provided advice with regards to the merits of the programs (e.g. Lomax Decl., Ex.15). Finn held himself out as a broker and was so considered by his clients, and by other parties to the transactions. Lomax Decl., Ex.16 and Lomax Decl., Ex.24A, Testimony of Anthony Brandel, M.Y. Consultants, August 15, 2013 (“Brandel Testimony”) at 123:8 – 123:12:

8 Q Okay. How did M.Y. Consultants find its
9 clients?
10 A They just came in and there was three brokers
11 that just – that ended up coming in with everybody,
12 which is James Erwin, Sean Finn, and Cheryl Robinson.

Finn participated in lulling activity when investors became suspicious, including making false representations about the reputation of Malom’s CEO (“has a 30 year international banking resume”) and past financial performance of Malom (“the company that has made billions”, “the financial powerhouse”, “they have closed deals with Wal Mart, Bank of America and the State of

New York”). (Lomax Decl., Ex.17). Finn repeatedly made false statements about guarantees of returns (Lomax Decl., Ex.6 (“We guarantee your compensation upon the close of the transaction you brought forth”) and Ex.15 (“He is willing to personally and corporately guarantee that if the funding does not occur you will be refunded 100% of everything you put up”)) and the safety of investor funds (Lomax Decl., Ex.5 (“the engagement fee is not released to us until your attorney/banker advises you to do so”); Ex.8 at p.3 (“Sean did not inform us that he was allowing the funds to be removed unilaterally from escrow”).

Finn also forwarded fraudulent bank documents to investors. Lomax Decl., Ex.18, and Ex. 18A and threatened that the deals would be cancelled if investors sought independent verification with banks. Lomax Decl., Ex.18: (“Any unscheduled calls with the bank could kill the transaction ...”) and Ex.19 (“Any unscheduled calls or communication to the bank will result in a cease and desist”). Finn also made false representations as to investor successes with Malom, (Lomax Decl., Ex.20: “Sean has indicated to us ... that they have closed and/or their associates ... have funded over 12 transactions ... and protecting 100% of the Lenders/Investors capital at that Bank”), despite the fact that no investor had made money from these transactions.

Regularity of participation can also be demonstrated by the number of customers at issue, the dollar amount of the transactions, and the number of transactions effected. *In the Matter of David F. Bandimere*, Sec. Act Rel. No. 9972, Exch. Act Rel. No. 76308, 2015 WL 6575665, *7-*9 (Opinion of the Commission, Oct. 29, 2015)¹. From April 2010 through September 2011, Finn, through M. Dwyer, actively promoted the program to potential investors and recruited at least 14 investors for the program. Simpson Decl., ¶¶ 13, Ex. 3. These investors together invested a total of \$6,025,000.00. Simpson Decl., ¶¶ 4, 10-16, Exs.1, 3 and 4.

¹ (set aside on jurisdictional grounds by Bandimere v. SEC, No. 15-9586, 844 F.3d 1168 (10th Cir. 2016), rehearing denied, 2017 WL 1717498 (May 3, 2017) (Case No. 15-9586)).

iii. Transaction-Based Compensation

The “receipt of transaction-based compensation in connection with the types of activities described above is often an indication that the recipient of that compensation is engaged in the business of effecting transactions in securities.” *Bandimere*, 2015 WL 6575665 at *8. It has also been called the “one of the hallmarks of being a broker-dealer.” *Cornhusker Energy Lexington v. Prospect St. Ventures*, No. 8:04CV586, 2006 WL 2620985, at *6 (D. Neb. Sept. 12, 2006).

Dwyer and Finn, the sole manager of M. Dwyer, were not employees of Malom or M.Y. Consultants and instead received transaction-based commissions of up to 25% of investors advanced fees for introducing investor clients to Malom, either directly or through M.Y. Consultants, which was paid to Finn regardless of whether a transaction produced profits.

Simpson Decl., Ex. 1 and Ex. 3. Finn did not inform prospective investors of this and instead suggested that he would only be paid only on the closing of the deals. Lomax Decl., Ex. 6, at p. 7 (“Before we make a dime your deposit is returned to you from the profits and then we split 50/50.”) and Ex. 22 (Malom provided an agreement stating Finn would split the net profits).

During his testimony to the SEC, Anthony Brandel (“Brandel”) of M.Y. Consultants referred to Finn’s role as one of three brokers and described Finn’s particular involvement as introducing clients for an upfront transaction-based fee. Lomax Decl., Ex.24A (“Brandel Testimony”) *supra* and at 141:6 – 141:20:

6 Q What kind of arrangements did M.Y. have with
7 the brokers, with Finn and Erwin and Robinson? Was there
8 any contract there?
9 A I don't know if there's -- I don't think
10 there's a fee agreement in place. There may have been, I
11 mean, in the very early -- I'd have to go look back and
12 see if there was actually anything signed.
13 Q Was there an understanding with them about how
14 much they'd be compensated?
15 A Well, they wanted half, but -- of whatever was
16 brought in and obviously that wasn't going to happen. So
17 they ended up getting 25 percent.
18 Q Okay. And what was that 25 percent for? I
19 mean what were they being compensated to do?
20 A For bringing in the customer.

Bank records reviewed by Division staff show that M.Y Consultants made at least 13 transfers of investor funds into Respondents' accounts totaling \$845,000. Simpson Decl., ¶ 35, Exs. 3-8.

iv. Failure to Register with the Commission

Neither Finn, nor Dwyer has registered with the Commission as a broker-dealer, nor were they associated with any registered broker-dealer at the time they engaged in these activities Lomax Decl., Ex.25: Certifications of SEC Secretary Fields in respect of Sean P. Finn and M. Dwyer, LLC. Accordingly, each violated Section 15(a)(1) of the Exchange Act.

b. An Industry Bar is Appropriate and in the Public Interest

The Commission considers the following factors when determining whether sanctions are in the public interest:

- the egregiousness of the respondent's actions;
- the isolated or recurrent nature of the infraction;
- the degree of scienter involved; the sincerity of the respondent's assurances against future violations;
- the respondent's recognition of the wrongful nature of his or her conduct;
- and the likelihood that the respondent's occupation will present opportunities for future violations (the *Steadman* factors).

See Vladimir Boris Bugariski, Rel. No. 34-66842, 201WL 1377357 at* 4 & n. 18 (Apr. 20, 2012) (citing *Steadman v. SEC*, 603 F.2d 1126, 1140 (5th Cir. 1979), *aff'd on other grounds*; 450 U.S. 91 (1981)). The Commission also considers the extent to which the sanction will have a deterrent effect. *See Schield Management Company* Exchange Act Rel. No. 53201 (Jan. 31, 2006), 87 SEC Docket 848.

While the inquiry is a “flexible one, and no one factor is dispositive,” *Id.* at * 14 & n.22 (quoting *In the Matter of David Henry Disraeli*, Exchange Act. Rel. No. 57027, 2007 SEC LEXIS 3015, at *61 (Dec. 21, 2007), *petition denied*, *Disraeli v. SEC*, 334 F. App’x 334 (D.C. Cir. 2009)), in this proceeding consideration of each of the *Steadman* factors demonstrates that Finn and Dwyer’s conduct warrants an industry bar. The Commission has stated that “conduct that violates the antifraud provisions of the federal securities laws is especially serious and subject to the severest of sanctions.” *Chris G. Gunderson*, Release No. 34-61234, 2009 WL 4981617 at* 5 (Dec. 23, 2009) (internal citation omitted).

i. Respondents’ Conduct was Egregious.

Finn and Dwyer’s conduct was egregious: it violated bedrock antifraud principles that apply throughout the securities industry, including the “philosophy of full disclosure’ of accurate and non-misleading information to investors; [and] the obligation to deal fairly with investors;” *See Ross Mandell*, Rel. No. 34-71668, 2014 WL 907416 at* 4 (March 7, 2014) (internal citations omitted). Finn made false and misleading disclosures to potential investors that were designed to convince them to invest so that he could draw substantial and undisclosed sales commissions from their investor funds. Lomax Decl., Ex.21. Finn actively and aggressively solicited at least 14 investors knowing that Malom had no intention of funding any of their projects. Lomax Decl., Exs.4, 5, 6, 7, 7A, 8 (PFP investors wrote “Sean indicated that if we did not sign the Agreement the deal would be taken off the table”). He engaged in lulling behavior when those investors raised suspicions and threatened to end deals if investors took steps to verify forged proofs of funds that were knowingly provided by Finn to those investors. See e.g. Lomax Decl., Exs.17, 18 and 19. As a result of Respondents’ egregious conduct, those investors lost more than \$6 million. Simpson Decl., ¶¶13-16 Exs.1, 3 and 4. The \$6,025,000 of ill-gotten gains that the District Court ordered disgorged is a measure of the direct harm to the

marketplace. This amount of harm alone supports the notion that Respondents engaged in egregious conduct. And the Commission has often emphasized, that the public interest determination extends beyond consideration of the particular investors affected by a respondent's conduct to the public-at-large, the welfare of investors as a class, and standards of conduct in the securities business generally. *See Christopher A. Lowry*, Investment Company Act of 1940 Release No. 2052, 2002 SEC LEXIS 2346, at *20 (Aug. 30, 2002), *aff'd*, 340 F.3d 501 (8th Cir. 2003); *Arthur Lipper Corp.*, Exchange Act Release No. 11773, 1975 SEC LEXIS 527, at *52 (Oct. 24, 1975). Weighed against these standards, there should be no doubt that Respondents' conduct was egregious.

ii. Respondents' Violations were Recurrent.

Finn was actively recruiting potential investors from at least April 2010 through September 2011 and during that time, he persuaded 14 investors to enter agreements with Malom, resulting in over \$6 million in investor losses. (*Id.*). This pro-active and repetitive behavior represents a lengthy pattern of violative conduct that demonstrates unfitness for the securities industry. His violations were recurrent not isolated. The record shows that even outside this period, Finn continued to solicit investors for similar investment contracts. Lomax Decl., Ex.3 (showing Finn shared investment models with potential investor, Dianna Harvey on March 8, 2013) and Ex.4 (showing Finn pitching a deal to potential investor, Kelly Dean on May 22, 2013).

iii. Respondents' Conduct Showed a High Degree of Scienter.

Respondents' false and misleading representations, including about the guaranteed nature of investments, the financial security of investor funds and strength of performance of Malom, were made knowingly. For example, Finn informed investors that Malom had billions of dollars available (e.g. Lomax Decl., Ex. 17). He told Mark Horton and Jon Anfinson of investor, PFP,

that Malom had done many platform trades, while Malom admitted to those investors that they had never done a platform type trade. Lomax Decl., Ex. 8 at p.2. Finn bragged to another investor about having “funded over 12 transactions” (Lomax Decl., Ex. 20) and he was party to an email to investor Glazebrook, which attached a project list of 44 clients that was falsely described in the cover email as “a list of projects that Malom’s team, and its affiliate companies have successfully closed or participated in the closing”. (Lomax Decl., Ex. 1). Finn and Dwyer also made claims via email and on Dwyer’s website advertising the deals, that his “closing ratio had increased from 23% to 83% from 2009 ...”. Lomax Decl., Ex. 5 and Ex. 6: Dwyer Website Capture at p. 5 of 18. In fact, no such deals were ever closed with Finn’s clients and each of the investors he recruited ultimately lost the entirety of their investments. See for example, Lomax Decl. Ex.24A, Brandel Testimony at p.280:

1 Q Okay.
2 A Well, it didn't go through because Sean had
3 nothing to do with this.
4 Q Well, he --
5 A I mean none of his clients actually got into --
6 we didn't do a transaction with Chase of any kind or
7 tried to do something on his behalf or --
8 Q Okay.
9 A -- any of his clients.

Finn omitted to tell investors that he would be paid 25% of the investors’ advance fees regardless of whether a transaction produced profits. Lomax Decl., Ex.6: Dwyer Website Capture at p.7 (“We require a minimal deposit that is refunded when the instrument is flipped. Before we make a dime your deposit is returned to you from the profits and then we split 50/50”). During testimony, Brandel explained that Finn was paid in advance. *Id.* p.141

8 Q What kind of arrangements did M.Y. have with
7 the brokers, with Finn and Erwin and Robinson? Was there
8 any contract there?
9 A I don't know if there's -- I don't think
10 there's a fee agreement in place. There may have been, I
11 mean, in the very early -- I'd have to go look back and
12 see if there was actually anything signed.
13 Q Was there an understanding with them about how
14 much they'd be compensated?
15 A Well, they wanted half, but -- of whatever was
16 brought in and obviously that wasn't going to happen. So
17 they ended up getting 25 percent.
18 Q Okay. And what was that 25 percent for? I
19 mean what were they being compensated to do?
20 A For bringing in the customer.
21 Q And that compensation was upfront?
22 A It was when escrow broke.

Finn introduced investors to high-yield transactions with promises of 100% returns in a matter of days. Lomax Decl., Ex. 7, 7A and 7B. When writing to Brandel about marketing the Chase one-day deal, Finn was warned about “pushing the limits with the SEC” (Lomax Decl., Ex. 7).

Finn also shared fraudulent bank documents with the hallmarks of fraud, including for example a purported bank letter which states: “We further confirm ... that the funds are good, clean and cleared funds, earned by lawful business practices of non-criminal origins and free of liens and encumbrances.” Lomax Decl., Ex. 18A. Finn had shared a DOJ fraud alert with Brandel, highlighting the red flags associated with these types of deals. Lomax Decl., Ex. 23. He knew these transactions were highly likely to be fraudulent based on, among other things, the promise of life-altering profits in very short periods of time, the use of SWIFT messaging, secrecy, the exclusive nature of so-called trading platforms, requirements of humanitarian projects and “blocked funds” letters using phrases such as funds being “clean,” “clear,” and of “non-criminal origin,” and funds being “free of any liens or encumbrances?” *Id.* at p.4. When Finn recruited investors for these transactions, he knew that no deals would actually be closed by Malom and that the only guarantee was that investors would lose their money.

During his own SEC testimony, Finn was asked about his broker activities and his representations to investors and he asserted his Fifth Amendment privilege, declining to answer questions, beyond agreeing that he had written the email he provided to staff listing the payments he received from M.Y. Consultants in relation to the investors, and testifying that it was “complete and truthful”. Lomax Decl., Ex. 24 at 13:8 -13:17 and pp.16-30 and Simpson Decl., Ex. 3. Finn was specifically asked about his knowledge of the falsity of the statements he made and what due diligence he undertook. Lomax Decl., Ex. 24 at 17:15 and 20:24 respectively. A Fifth Amendment assertion allows a judge or jury to draw an adverse inference against a witness who is named as a defendant or respondent. *Baxter v. Palmigiano*, 425 U.S. 308 (1976). Although the Commission is required to establish a prima facie case of a securities law violation, the adverse inference materially enhances the Division’s other proof.

Respondents’ misrepresentations (about the guaranteed nature of investments, the financial security of investor funds, the strength of performance of Malom and Finn’s own transaction-based compensation) violate “bedrock antifraud principles that apply throughout the securities industry” including the philosophy of full disclosure of accurate and non-misleading information to investors and the prohibition on self-dealing. *Ross Mandell*, 2014 WL 907416, *4. Intentional conduct demonstrates a high degree of scienter. *See, e.g., Toby G. Scammell*, Rel. No. 3961, 2014 WL 5493265 at *6 (March 17, 2014). As noted above, the type of egregious conduct the Respondents engaged in warrants a permanent bar.

iv. Respondents Have Not Demonstrated Remorse or Recognition of Wrongful Nature of Their Conduct

There is no evidence that Finn has expressed remorse for his violations, or that he has recognized the wrongful nature of his conduct. Finn has had the opportunity to answer to the

evidence of his conduct both during sworn testimony with the SEC and in response to these proceedings. He has declined to do so.

v. The Likelihood that Respondents will Engage in Future Violations is High

Respondents' occupation, if they were allowed to continue it in the future, would present opportunities for future violations. Absent a bar, they could engage in further fraud in the securities industry. As discussed above, Finn and Dwyer engaged in egregious, recurrent violations with a significant degree of intent. "[T]he likelihood of future illegal conduct is 'strongly suggested' by past illegal activity." *SEC v. Am. Bd. OfTrade*, 750 F. Supp. 100, 104 (S.D.N.Y. 1990). The conduct in this case is not recent, given the long procedural history in this matter, and Finn is now detained in Nevada pending criminal trial arising out of the same conduct. Finn refused to answer questions during testimony with the SEC and removed himself to Canada where he became the subject of lengthy extradition proceedings in relation to the criminal prosecution. In addition, Finn is young, having committed these violations in his early forties giving him many years in which to engage in future violations. Furthermore, Finn's failure to answer or otherwise participate in these proceedings suggests that he does not respect the federal securities laws and rules pursuant to which these proceedings were instituted and he may be unlikely to respect the federal securities laws and rules in the future. When, as here, the misconduct involves fraud, it is in the public interest "to be mindful of the fact that the securities industry is one in which opportunities for dishonesty recur constantly [which] necessitates specialized legal treatment." *Richard C. Spangler, Inc.*, 46 S.E.C. 238, 252 (1976) (internal footnotes omitted).

6. An Industry Bar in this Case will have a Deterrent Effect

In addition, the Commission must consider whether the sanction will have a deterrent effect. *See Schield Management Company*, Admin. Proc. File No. 3-11762, 87 SEC Docket 695, 2006 WL 231642, *8 n.46 (Jan. 31, 2006); *Ahmed Mohamed Soliman*, Admin. Proc. File No. 3-7954, 58 SEC 249, 1995 WL 237220, *3 (April 17, 1995) (stating that the selection of an appropriate sanction involves consideration of several elements, including deterrence).

Steadman v. SEC, 603 F.2d 1126, 1142 (5th Cir. 1979), *aff'd* on other grounds, 450 U.S. 91 (1981) (in ruling on an appeal of review of an ALJ's decision, the Fifth Circuit stated that "the Commission may consider the likely deterrent effect its sanctions will have on others in the industry."). Industry bars have long been considered effective deterrence. *See, e.g. Monetta Fin. Servs., Inc.*, Admin. Proc. File No. 3-9546, 86 SEC Docket 1071, 2005 WL 2453949, *3 (Oct. 4, 2005); *Lester Kuznetz*, Admin. Proc. File No. 3-6356, 36 SEC Docket 332, 1986 WL 625417, *3 (August 12, 1986) (noting that the sanction of a bar "serves the purpose of general deterrence").

In light of these considerations, these sanctions are warranted not only to protect the public from harm but to act "as a deterrent to others" by demonstrating the consequences of violating Exchange rules. *Schild Management Company, Id. at* *11. An industry bar in this case will adequately reflect the gravity of the wrongful conduct and reinforces the message that there is no place for actors like Finn and Dwyer in the securities industry.

III. Conclusion

For the reasons above, it is respectfully submitted that the evidentiary record shows overwhelmingly, not only that Respondents Finn and Dwyer violated the registration provisions of the Exchange Act, but also that it is in the public interest that they be barred from the industry. An injunction against a scheme involving dishonesty requires a bar, and because of the

Commission's obligation to maintain honest securities markets, an industry-wide bar is appropriate.

Dated: March 8, 2019

Respectfully submitted,



Hemma R. Lomax
Division of Enforcement
Securities and Exchange Commission
100 F Street, N.E.
Washington D.C. 20549
(202) 551-4486
lomaxh@sec.gov

COUNSEL FOR
DIVISION OF ENFORCEMENT

CERTIFICATE OF SERVICE

I certify that on March 8, 2019, I served a true and correct copy of the foregoing document on Respondents by mailing it by UPS to Respondent Sean P. Finn at the following address:

Sean P. Finn
Inmate #1 [REDACTED]
[REDACTED],
[REDACTED],
Pahrump, NV [REDACTED]

Hemma R. Lomax

Hemma R. Lomax

EXHIBIT A

Declaration of Stephen W. Simpson
May 2, 2016

I. DISGORGEMENT AND PREJUDGMENT INTEREST ON DISGORGEMENT

4. Based on the analyses set forth below, I have calculated the following amounts of disgorgement and prejudgment interest on disgorgement:

Malom	
Disgorgement:	\$10,595,000
Prejudgment Interest on Disgorgement:	\$878,760.16
Total: \$11,473,760.16	
Finn and M. Dwyer	
Disgorgement:	\$6,025,000
Prejudgment Interest on Disgorgement:	\$499,719.67
Total: \$6,524,719.67	

A. Malom Group AG’s Disgorgement

5. As alleged in the complaint, over a period of approximately two years, ending on September 22, 2011, Malom entered into at least 31 separate transactions with investors or investor groups. Complaint ¶¶ 33 (25 joint venture agreements), 49 (6 structured note transactions).
6. Attached to this Declaration as Exhibit 1 is a true and correct copy of an email from Anthony Brandel (“Brandel”), Director of M.Y. Consultants, to James C. Warras (“Warras”), who was Malom’s Executive Vice President, dated March 28, 2012. Brandel’s email attaches an “Accounting breakdown” spreadsheet that details the 31 transactions Malom entered into, the funds investors paid in connection with each agreement, and information regarding how that money was distributed among M.Y. Consultants, Joseph Micelli, “Brokers,” and “NAS/Malom.” See Exhibit 1, Email from Anthony Brandel to James C. Warras re: “Accounting” (Mar. 28, 2012) (SEC-Warras-J-E-0009590) (the “Accounting Spreadsheet”). The Accounting Spreadsheet was located in

a folder that was seized from Warras's residence during the execution of a search warrant by the FBI on July 16, 2013. The folder contained printed copies of the Accounting Spreadsheet Brandel sent to Warras with handwritten notes.

7. As reflected in the Accounting Spreadsheet, Malom, M.Y. Consultants, Joseph Micelli, and the "Brokers," collectively obtained \$10.8 million from investors between August 2009 and September 2011. *See* Exhibit 1 at Cell E48; *see also* Complaint at ¶ 27 (alleging "approximately \$11 million").
8. Also as reflected in the Accounting Spreadsheet, Malom, M.Y. Consultants, Joseph Micelli, and the "Brokers," collectively made refund payments to four investors, totaling \$205,000. *See* Exhibit 1 at Cell F32.
9. Therefore, the total amount of joint and several disgorgement for Malom is the total amount of investor funds received by all of the defendants in this matter, less any refunds paid, or **\$10,595,000**.

B. Sean P. Finn's and M. Dwyer, LLC's Disgorgement

10. As alleged in the complaint, from April 2010 through September 2011, Finn, the sole manager of M. Dwyer, recruited several investors for joint venture and structured note programs; handled fraudulent investment contracts with investors; and held himself out as a representative of Malom or intermediary between investors and Malom. *See* Complaint at ¶ 178.
11. Finn and M. Dwyer are alter-egos of each other, with Finn using M. Dwyer in furtherance of the fraud. *Id.* at ¶ 193. Finn commingled his assets with those of M. Dwyer, it was inadequately capitalized, and, on information and belief, it failed to observe any corporate formalities. *Id.*

12. As reflected in the Accounting Spreadsheet, Malom, M.Y. Consultants, Joseph Micelli, and the “Brokers,” of which Finn was one, collectively obtained \$8,675,000 from investors between April 2010 and September 2011, the period in which Finn and M. Dwyer participated in the schemes. *See* Exhibit 1 at Cells E15-E29 and E38-E43.
13. To determine the portion of the total amount of investors’ funds contributed during this period that are directly attributable to the actions of Finn and M. Dwyer, I reviewed a true and correct copy of a July 15, 2013 email from Finn to me (Finn’s or the “July 15 Email”), which has been attached to this Declaration and marked as Exhibit 3. Exhibit 3 includes a list of 14 investors that Finn, at times through M. Dwyer, induced into the scheme. Of the gross amount of investor funds that Malom received during the period of Finn’s and M. Dwyer’s involvement in the schemes, shown in Exhibit 1, \$5,750,000 can be traced to 13 of the 14 investors Finn claimed as his own in his July 15 email. *See* Exhibit 1 at Cells E15, E19, E21-E26, E29, E38, and E41-E43; Exhibit 3.
14. The final investor listed in Finn’s July 15 email is not reflected in the Accounting Spreadsheet. According to wire instructions provided by M.Y. Consultants to Commercial Escrow Services, *see* Exhibit 4, this investor, LGB9 Enterprises ULC Limited, invested \$300,000 to enter into a transaction with Malom.
15. Finally, as reflected in the Accounting Spreadsheet, Malom, M.Y. Consultants, Joseph Micelli, and the “Brokers,” of which Finn was one, collectively made a refund payment in the amount of \$25,000 to Sharon Ringenberg and Lori Quinones, both of whom were investors introduced to M.Y. Consultants by Finn during the period between April 2010 and September 2011. *See* Exhibit 1 at Cell F29; Exhibit 3.

16. Therefore, the total amount of joint and several disgorgement sought from Finn and M. Dwyer is the total amount of investor funds received by the defendants in this matter with respect to which Finn and M. Dwyer were directly involved, less any refunds paid to investors, or \$6,025,000.00.

C. Prejudgment Interest On Malom Group AG's Disgorgement

17. Based on a disgorgement amount of \$10,595,000 for Malom, prejudgment interest on a judgment entered in June 2014 is \$878,760.16.

18. I calculated the prejudgment interest for Malom using the Commission's Prejudgment Interest Calculator, an electronic tool that applies the Internal Revenue Service rate for underpayment of taxes, as set forth in 26 U.S.C. Section 6621(a)(2), to a given sum over a given date range.

19. The Commission's calculations ignore partial months. Thus, the Commission treats a violation taking place at any time during a month as having occurred at the end of the month and a disgorgement payment made during the month as having been paid at the beginning of the month. Therefore, the amount reflected in this analysis is current for a judgment entered in June 2014.

20. To make this calculation, I began by entering the proposed disgorgement amount of \$10,595,000. I then entered September 22, 2011, the date of the last investor agreement according to the Accounting Spreadsheet, *see* Exhibit 1 at Cell C43, as the starting date and June 1, 2014, as the judgment date.

21. Detailed results of this calculation of prejudgment interest, including the interest rates applied, are included in the attachment to this Declaration marked as Exhibit 2.

D. Prejudgment Interest On Sean P. Finn's and M. Dwyer, LLC's Disgorgement

22. Based on a disgorgement amount of \$6,025,000 for Finn and M. Dwyer, prejudgment interest on a judgment entered in June 2014 is \$499,719.67.
23. I calculated the prejudgment interest for Finn and M. Dwyer using the Commission's Prejudgment Interest Calculator, an electronic tool that applies the Internal Revenue Service rate for underpayment of taxes, as set forth in 26 U.S.C. Section 6621(a)(2), to a given sum over a given date range.
24. As noted above, the Commission's calculations ignore partial months. Thus, the Commission treats a violation taking place at any time during a month as having occurred at the end of the month and a disgorgement payment made during the month as having been paid at the beginning of the month. Therefore, the amount reflected in this analysis is current for a judgment entered on June 6, 2014.
25. To make this calculation, I began by entering the proposed disgorgement amount of \$6,025,000. I then entered September 22, 2011, the date of the last investor agreement according to the Accounting Spreadsheet, *see* Exhibit 1 at Cell C43, as the starting date and June 1, 2014 as the judgment date.
26. Detailed results of this calculation of prejudgment interest, including the interest rates applied, are included in the attachment to this Declaration marked as Exhibit 2.

II. GROSS AMOUNT OF PECUNIARY GAIN

27. As set out in detail below, the gross amount of investor funds each of the defaulting defendants received as a result of the scheme alleged in the complaint is:

Malom Group AG:	\$5,464,850
M. Dwyer, LLC:	\$701,950
Sean P. Finn:	\$701,950

A. Malom Group AG

28. After compensating M.Y. Consultant's, Micelli, and the "Brokers," Malom was left with \$5,464,850.00 in investor funds. *See* Exhibit 1 at Cell K48.

29. Based on the foregoing, Malom's gross amount of pecuniary gain is: **\$5,464,850.00**

B. Sean P. Finn and M. Dwyer, LLC

30. Because Finn and M. Dwyer were alter egos, if the Court adopts the pecuniary gain approach to calculating civil penalties, it should order Finn and M. Dwyer to be liable for a civil penalty equal to their collective gain.

31. To determine the gross amount of pecuniary gain that resulted from the misconduct of Finn and M. Dwyer, I reviewed Finn's July 15 Email, which included a list of the payments made by M.Y. Consultants to Finn and M. Dwyer. *See* Exhibit 3. Finn, however, did not include payment information for two of the investors listed in his email. *Id.*

32. To verify the amounts of these two payments (labeled by Finn as "Gary Kloefkorn" and "Unitrade,"), I reviewed two separate invoices that Finn prepared and submitted to M.Y. Consultants for payment and two Bank of America account statements for M.Y. Consultants, which have been attached to this Declaration as Exhibits 5-8.

33. Exhibit 5 is an invoice, dated May 4, 2011, from Finn to M.Y. Consultants requesting a \$15,000 payment for “Kloefkorn/EZ Cap.” Exhibit 6 is an excerpt of an M.Y. Consultants bank statement showing a wire transfer of \$15,000 from M.Y. Consultants to “M. Dwyer Llc” on May 5, 2011, and also references “EZ Cap.” Exhibits 5 and 6 substantiate a payment of \$15,000 from M.Y. Consultants to M. Dwyer made in connection with the schemes alleged in the complaint.
34. Exhibit 7 is an invoice, dated September 22, 2011, from Finn to M.Y. Consultants requesting a \$25,000 payment for “Unitrade.” Exhibit 8 is an excerpt of an M.Y. Consultants bank statement showing a wire transfer of \$25,000 from M.Y. Consultants to “Sean Finn” on September 23, 2011, and also references “Unitrade.” Exhibits 7 and 8 substantiate a payment of \$25,000 from M.Y. Consultants to Finn made in connection with the schemes alleged in the complaint.
35. Based on my analysis of Exhibits 3-8, M.Y. Consultants made the following transfers of investor funds into Finn’s and M. Dwyer’s respective bank accounts:

Date	Amount
4/8/2010	\$75,000.00
5/27/2010	\$75,000.00
7/9/2010	\$77,500.00
7/21/2010	\$62,500.00
8/25/2010	\$75,000.00
9/10/2010	\$117,500.00
9/17/2010	\$125,000.00
9/23/2010	\$127,500.00
1/21/2011	\$20,000.00
5/4/2011	\$15,000.00
8/9/2011	\$25,000.00
9/8/2011	\$25,000.00
9/23/2011	\$25,000.00
Total:	\$845,000.00

36. Based on my analysis of Finn's July 15 Email, the following transfers were made from Finn's bank accounts to others connected to the fraudulent schemes alleged in the complaint:

Date	Amount
4/8/2010	\$6,000.00
7/9/2010	\$38,750.00
7/21/2010	\$16,000.00
8/25/2010	\$37,500.00
9/10/2010	\$3,000.00
9/23/2010	\$38,000.00
8/9/2011	\$3,800.00
Total:	\$143,050.00

37. To calculate Finn's and M. Dwyer's gains, I totaled the amounts paid by M.Y.

Consultants to Finn and M. Dwyer, as stated in Finn's July 15 Email. *See Exhibit 3.* I then added the wire payments reflected in Finn's invoices and M.Y. Consultants' Bank of America account statements. *See Exhibits 5-8.* These payments totaled \$845,000. Finally, I subtracted \$143,050 in payments Finn made to others, according to his July 15 Email. *See Exhibit 3.*

38. Based on the foregoing, the gross amount of pecuniary gain for Finn is **\$701,950** and the gross amount of pecuniary gain for M. Dwyer is **\$701,950**.

I declare under penalty of perjury that the foregoing is true and correct:

Dated: May 2, 2016

/s/ Stephen W. Simpson

EXHIBIT 1

SIMPSON DECLARATION

From: Anthony Brandel <tony@myconsultantsinc.com>
Sent: Wednesday, March 28, 2012 11:49 PM
To: Jim Warras <jim@malomgroupagusa.com>
Cc: jcw@newverseproductions.com
Subject: Accounting
Attach: Accounting breakdown.xlsx

MY Consultants Inc.
Anthony Brandel
Director of Operations

	A	B	C	D	E	F	G	H	I	J	K	L
1	Joint Ventures											
2	Customer	To be Paid in April	Date of Escrow	Transaction Amount	Amount	Refunds Paid	Escrow Fees	Brokers Paid	MYC Paid	Joseph Paid	NAS/Malom Paid	
3												
4												
5	Diamond Investments	\$25,000.00	8/3/2009	\$100,000,000.00	\$150,000.00	\$80,000.00	\$1,700.00	\$68,500.00	\$15,300.00	\$15,000.00	\$50,000.00	
6	A Paez LLC	\$125,000.00	9/20/2009	\$100,000,000.00	\$125,000.00		\$0.00	\$50,000.00	\$12,500.00	\$12,500.00	\$50,000.00	
7	Kristina Crosby/Nathan Allen	\$25,000.00	10/17/2009	\$100,000,000.00	\$350,000.00		\$2,400.00	\$125,000.00	\$65,760.00	\$43,840.00	\$113,000.00	
8	Golden Rule Holdings	\$25,000.00	11/4/2009	\$100,000,000.00	\$325,000.00		\$2,600.00	\$50,000.00	\$36,200.00	\$36,200.00	\$200,000.00	
9	Han Gun TFS	\$25,000.00	11/11/2009	\$100,000,000.00	\$500,000.00		\$3,000.00	\$250,000.00	\$66,750.00	\$66,750.00	\$113,500.00	
10	SPM Property	\$25,000.00	12/16/2009	\$50,000,000.00	\$100,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	
11	Michael Bellino	\$25,000.00	1/15/2010	\$50,000,000.00	\$250,000.00		\$3,500.00	\$115,000.00	\$30,900.00	\$20,600.00	\$80,000.00	
12	Comfort Industries	\$0.00	2/22/2010	\$12,500,000.00	\$75,000.00	\$75,000.00	\$750.00	\$12,500.00	\$5,000.00	\$5,000.00	\$1,750.00	
13	Allied Advanced - Syed	\$25,000.00	3/12/2010	\$12,500,000.00	\$100,000.00		\$3,200.00	\$48,400.00	\$9,660.00	\$6,440.00	\$32,300.00	
14	Project consultance - Johan	\$150,000.00	3/31/2010	\$5,500,000.00	\$150,000.00		\$3,300.00	\$62,500.00	\$14,520.00	\$9,680.00	\$60,000.00	
15	Astor Trading	\$25,000.00	4/7/2010	\$15,000,000.00	\$450,000.00		\$3,950.00	\$165,000.00	\$48,430.00	\$32,620.00	\$200,000.00	
16	JK Theron - JJ	\$200,000.00	4/13/2010	\$5,500,000.00	\$200,000.00		\$3,400.00	\$76,600.00	\$29,800.00	\$23,200.00	\$67,000.00	
17	Koyman Builders	\$200,000.00	4/23/2010	\$5,500,000.00	\$200,000.00		\$3,400.00	\$88,334.00	\$19,959.60	\$13,306.40	\$75,000.00	
18	Dwight Miller	\$200,000.00	4/28/2010	\$5,500,000.00	\$200,000.00		\$3,400.00	\$80,000.00	\$24,960.00	\$16,640.00	\$75,000.00	
19	KVH	\$0.00	5/27/2010	\$100,000,000.00	\$800,000.00		\$8,500.00	\$185,000.00	\$93,600.00	\$62,900.00	\$450,000.00	
20	Alexandar Environments	\$250,000.00	6/3/2010	\$5,500,000.00	\$250,000.00		\$3,600.00	\$121,400.00	\$24,960.00	\$16,640.00	\$83,400.00	
21	Foster Group	\$25,000.00	7/8/2010	\$11,000,000.00	\$330,000.00		\$3,710.00	\$150,000.00	\$42,774.00	\$28,516.00	\$105,000.00	
22	Realizing Wealth	\$25,000.00	7/21/2010	\$10,000,000.00	\$300,000.00		\$3,600.00	\$115,000.00	\$34,740.00	\$23,160.00	\$123,500.00	
23	Tradestar	\$25,000.00	8/24/2010	\$30,000,000.00	\$300,000.00		\$3,600.00	\$112,750.00	\$45,750.00	\$30,500.00	\$107,400.00	
24	Hearid Russel	\$25,000.00	9/9/2010	\$50,000,000.00	\$500,000.00		\$5,000.00	\$178,600.00	\$54,840.00	\$36,560.00	\$225,000.00	
25	Kung Yue USA	\$25,000.00	9/16/2010	\$53,000,000.00	\$530,000.00		\$5,300.00	\$200,000.00	\$74,820.00	\$49,880.00	\$200,000.00	
26	Preferred Funding	\$25,000.00	9/22/2010	\$54,000,000.00	\$540,000.00		\$5,400.00	\$215,500.00	\$71,400.00	\$47,700.00	\$200,000.00	
27	IGL Company for Epyon	\$225,000.00	11/19/2010	\$5,000,000.00	\$225,000.00		\$3,450.00	\$105,000.00	\$24,930.00	\$16,620.00	\$75,000.00	
28	J&H Holdings	\$25,000.00	11/22/2010	\$55,000,000.00	\$250,000.00	\$25,000.00	\$3,500.00	\$75,000.00	\$42,900.00	\$28,600.00	\$100,000.00	
29	Double R - Sharon	\$25,000.00	3/3/2011	\$25,000,000.00	\$250,000.00	\$25,000.00	\$3,500.00	\$65,000.00	\$39,900.00	\$26,600.00	\$115,000.00	
30												
31												
32	Total JV Amounts	\$1,750,000.00		\$1,060,500,000.00	\$7,450,000.00	\$205,000.00	\$83,260.00	\$2,715,084.00	\$930,353.60	\$669,452.40	\$3,051,850.00	
33												
34	Project Funding											
35	Customer		Date of Escrow	Transaction Amount	Amount		Escrow Fees	Brokers Paid	MYC Paid	Joseph Paid	Malom Paid	Legal Fees Refunds & Misc
36												
37												
38	EZ Products	\$300,000.00	5/3/2011	\$7,500,000.00	\$300,000.00		\$3,375.00	\$30,000.00	\$33,975.00	\$22,650.00	\$210,000.00	
39	Debra Mittman	\$400,000.00	5/17/2011	\$10,000,000.00	\$400,000.00		\$3,850.00	\$40,000.00	\$33,690.00	\$22,460.00	\$300,000.00	
40	USA Springs	\$19,800,000.00	6/21/2011	\$19,800,000.00	\$1,200,000.00		\$0.00	\$25,000.00	\$60,000.00	\$40,000.00	\$1,060,000.00	\$15,000.00
41	IBI - Glazebrook	\$500,000.00	8/9/2011	\$12,500,000.00	\$500,000.00		\$5,000.00	\$50,000.00	\$52,300.00	\$34,700.00	\$358,000.00	
42	Fenway/Cinemolivas	\$500,000.00	9/8/2011	\$12,500,000.00	\$500,000.00		\$5,000.00	\$25,000.00	\$30,000.00	\$20,000.00	\$395,000.00	\$25,000.00
43	Unitrade (see foot note)	\$450,000.00	9/22/2011	\$25,000,000.00	\$450,000.00		\$5,000.00	\$50,000.00	\$90,000.00	\$90,000.00	\$90,000.00	\$125,000.00
44												
45	Total Project Amounts	\$21,950,000.00		\$87,300,000.00	\$3,350,000.00	\$0.00	\$22,225.00	\$220,000.00	\$299,965.00	\$229,810.00	\$2,413,000.00	\$40,000.00
46												
47												
48	Total JV & Projects Combined	\$23,700,000.00			\$10,800,000.00	\$205,000.00	\$105,485.00	\$2,935,084.00	\$1,230,318.60	\$899,262.40	\$5,464,850.00	
49												
50												
51												
52	JV Amount to Refund	\$7,450,000.00										
53	JV Amount Refunds Paid	\$205,000.00										
54	Balance Owing to JV's	\$7,245,000.00										
55	JV Amount Refunded in April	\$1,750,000.00										

Foot note
The funds from Unitrade was used for refunds payment to Rosewell (USA Springs) and attorney fees

EXHIBIT 2
SIMPSON DECLARATION

**U.S. Securities and Exchange Commission
Division of Enforcement**

**Prejudgment Interest Report for Malom
Judgment Entered in June 2014**

Quarter Range	Annual Rate	Period Rate	Quarter Interest	Principal+Interest
Violation Amount				\$10,595,000.00
10/01/2011-12/31/2011	3%	0.76%	\$80,115.62	\$10,675,115.62
01/01/2012-03/31/2012	3%	0.75%	\$79,625.86	\$10,754,741.48
04/01/2012-06/30/2012	3%	0.75%	\$80,219.79	\$10,834,961.27
07/01/2012-09/30/2012	3%	0.75%	\$81,706.27	\$10,916,667.54
10/01/2012-12/31/2012	3%	0.75%	\$82,322.41	\$10,998,989.95
01/01/2013-03/31/2013	3%	0.74%	\$81,362.39	\$11,080,352.34
04/01/2013-06/30/2013	3%	0.75%	\$82,874.96	\$11,163,227.30
07/01/2013-09/30/2013	3%	0.76%	\$84,412.35	\$11,247,639.65
10/01/2013-12/31/2013	3%	0.76%	\$85,050.65	\$11,332,690.30
01/01/2014-03/31/2014	3%	0.74%	\$83,830.86	\$11,416,521.16
04/01/2014-05/31/2014	3%	0.5%	\$57,239.00	\$11,473,760.16
Prejudgment Violation Range 10/01/2011-05/31/2014			Quarter Interest Total \$878,760.16	Prejudgment Total \$11,473,760.16

**U.S. Securities and Exchange Commission
Division of Enforcement**

**Prejudgment Interest Report for Finn and Dwyer
Judgment Entered in June 2014**

Quarter Range	Annual Rate	Period Rate	Quarter Interest	Principal+Interest
Violation Amount				\$6,025,000.00
10/01/2011-12/31/2011	3%	0.76%	\$45,558.90	\$6,070,558.90
01/01/2012-03/31/2012	3%	0.75%	\$45,280.40	\$6,115,839.30
04/01/2012-06/30/2012	3%	0.75%	\$45,618.15	\$6,161,457.45
07/01/2012-09/30/2012	3%	0.75%	\$46,463.45	\$6,207,920.90
10/01/2012-12/31/2012	3%	0.75%	\$46,813.83	\$6,254,734.73
01/01/2013-03/31/2013	3%	0.74%	\$46,267.90	\$6,301,002.63
04/01/2013-06/30/2013	3%	0.75%	\$47,128.05	\$6,348,130.68
07/01/2013-09/30/2013	3%	0.76%	\$48,002.30	\$6,396,132.98
10/01/2013-12/31/2013	3%	0.76%	\$48,365.28	\$6,444,498.26
01/01/2014-03/31/2014	3%	0.74%	\$47,671.63	\$6,492,169.89
04/01/2014-05/31/2014	3%	0.5%	\$32,549.78	\$6,524,719.67
Prejudgment Violation Range			Quarter Interest Total	Prejudgment Total
10/01/2011-05/31/2014			\$499,719.67	\$6,524,719.67

EXHIBIT 3
SIMPSON DECLARATION

From: Sean Finn [REDACTED]@gmail.com]
Sent: Monday, July 15, 2013 7:02 PM
To: Simpson, Stephen
Subject: In reference to Sean Finn- the info you requested
Attachments: image001.jpg; Info you requested.zip

Steve,

Here is the list what I was paid from MY Consultants. I have also included the wire receipts (attached) of the money I paid out to referring parties that were paid.

Income Tax records:

My accountant is Wallace Neumann and Verville LLP. Ph# 702 387 0999

2009- I have not filed yet. I lost everything in the real estate crash and was in the process of catching up. Under \$50K.

2010- I paid 50% of my tax liability through my accountant to the IRS.

2011- have not filed yet, this was the year that the Hans Jurg deals were supposed to close. Income was under \$50K.

2012- no income, have not filed yet.

[REDACTED] /Lori Quinones- I was not paid, MY Consultants kept 100% of the \$250K escrowed
[REDACTED] paid \$75K, paid out \$6K to Bill Krassner
[REDACTED] paid \$75K
[REDACTED] - paid \$62,500- paid out \$16K to Jon Turner Esq.
[REDACTED] paid \$20K, Tony Brandel sent Jim Warras \$50Ke
[REDACTED] paid \$127,500 , paid \$38K to Don Yazmer
[REDACTED] paid \$117,500- paid out \$3K to Elliot Smithe
[REDACTED] paid \$77,500- paid out \$38,750 to Gary Bras the introducing party
[REDACTED] 000- paid out \$37,500 to Gary Bras
[REDACTED] paid \$125K

[REDACTED] still researching (under\$25K)

[REDACTED] still researching (under \$25K)e

[REDACTED] - paid \$25K, paid out \$10K to travel to Zurich for a meeting set up by Fenway. Also paid James

[REDACTED] - paid \$25K, paid out James Erwin \$3,800

List of phone numbers since 2009:

- 1)e 702 782 8185 carrier , used in 2009e
- 2)e 406 270 9073 carrier Verizon , used 2010 and 2011e
- 3)e 877 264 8941 Grasshopper, Used in 2010 and 2011e
- 4)e 406 249 6269 carrier Verizon, used 2012e
- 5)e 406 871 5721 Verizon, used 2013 to presente
- 6)e 406 823 0534 Google, 2013 to presente

List of all emails:

sfynn@m-dwyer.com used 2010 to present

[REDACTED]@gmail.com used 2009 to present

[REDACTED]@gmail.com used 2009 to present

sfynn.mdwyer1@hushmail.com used in 2013

List of all bank accounts since 2009:

No foreign accounts, all domestic

US Bank- account # [REDACTED] From 2009 to 2012
Wells Fargo- account # [REDACTED] From 2010 to 2012
American Bank- Account # [REDACTED] From 2009 to 2012
First Interstate Bank- Account # [REDACTED] From 2013 to present

I have been self-employed since 1/09.

Incorporation documents attached above.

I received no compensation from Andermatt and Morcote, they were LLC's I set up but never used. No accounts were set up in their name. I never transacted using those LLC's.

Sean Finn

M.Dwyer

406.823.0534

[REDACTED]
www.m-dwyer.com

[REDACTED]
sfinn@m-dwyer.com



EXHIBIT 4

SIMPSON DECLARATION

M.Y. CONSULTANTS INC.

January 19, 2011

Toni Hardstone
Commercial Escrow Services

Re: Escrow Account [REDACTED] AH for

This is to inform you that all of the conditions required in the escrow agreement between M.Y. Consultants Inc. and LGB9 Enterprises ULC Limited, have been fully satisfied. Please send the funds (\$300,000.00) minus escrow fees (\$3,650.00) and minus \$5,000.00 for legal fees for Syed, to the wire instruction below.

Amount: \$15,000.00

Bank of America
5950 W. Sahara Ave.
Las Vegas, NV. 89146
Anthony Brandel

Account Number: [REDACTED]

Routing Number: [REDACTED]

Amount: \$,176,350.00

Bank of America
5950 W. Sahara Ave.
Las Vegas NV. 89146
M.Y. Consultants Inc.

Account Number: [REDACTED]

Routing Number: [REDACTED]

\$100,000.00

Allen R. Smith, Attorney Escrow Account
Bank of America
Winter Haven, Fl

Account # [REDACTED]

Routing # [REDACTED]

Thank you,



M.Y. Consultants Inc.
Anthony Brandel – Director of Operations

2780 S. JONES STE 215, LAS VEGAS NV 89146 * PHONE: 702-876-3464 FAX: 702-876-8732

SEC-CES0029273

EXHIBIT 5

SIMPSON DECLARATION

INVOICE

M. Dwyer, LLC

INVOICE # GKEZ1
MAY 4, 2011

Sean Finn
2710 Thomes Avenue, Suite 1534
Cheyenne, Wyoming, 82001

TO: Anthony Brandel
MY Consultants
[REDACTED]
Las Vegas, NV, [REDACTED]

DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
Kloefkorn / EZ Cap [REDACTED]	\$15,000.00	0.00	\$15,000.00
Please wire to: [REDACTED]			
Wells Fargo 3600 E Pershing Blvd. Cheyenne, Wy. 82001 [REDACTED]			
Phone: 307-771-3768 Fax 307-771-3777 [REDACTED]			
Routing number : Account number: [REDACTED]			

THANK YOU FOR YOUR BUSINESS!

EXHIBIT 6

SIMPSON DECLARATION



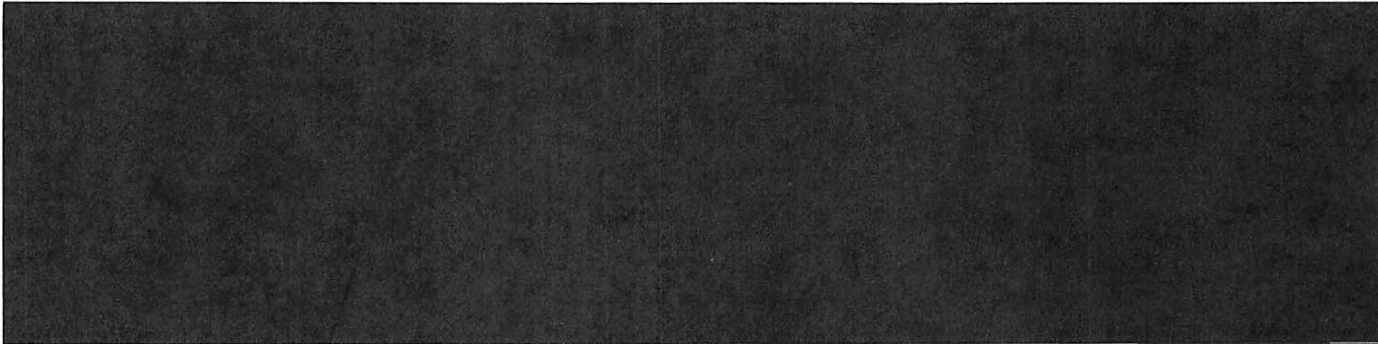
M.Y. CONSULTANTS INC

Page 3 of 6
Statement Period
05/01/11 through 05/31/11
EO P PA OA 45
Enclosures 0
Account Number

0057411

Withdrawals and Debits - Continued
Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
----------------	-------------	-------------	-------------------



05/05	15,000.00	Wire Type:Wire Out Date:110505 Time:1403 Et Trn: Service Ref: Bnf:M Dwyer Llc ID: Bnf Bk:Wells Fargo B Ank, N.A. ID: Pmt Det: Ez Cap	
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EXHIBIT 7

SIMPSON DECLARATION

INVOICE

M. Dwyer, LLC

INVOICE # UN11
 SEPTEMBER 22, 2011

Sean Finn
 2710 Thomes Avenue, Suite 1534
 Cheyenne, Wyoming, 82001

TO: Anthony Brandel
 MY Consultants
 [REDACTED]
 Las Vegas, NV, [REDACTED]

DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
Unitrade [REDACTED] Please wire to: [REDACTED] American Bank 140 Baker Ave. P.O. Box 460 Whitefish MT 59937-0460 [REDACTED] Phone: (406) 862-1850 FAX: (406) 862-1852 Routing number: [REDACTED] Account number: [REDACTED]	\$25,000.00	0.00	\$25,000.00

THANK YOU FOR YOUR BUSINESS!

EXHIBIT 8

SIMPSON DECLARATION

H

M.Y. CONSULTANTS INC

Page 4 of 7
Statement Period
09/01/11 through 09/30/11
EO P PA OA 45
Enclosures 0
Account Number [REDACTED]

Withdrawals and Debits - Continued
Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
09/23	25,000.00	Wire Type:Wire Out Date:110923 Time:1238 Et Trn: [REDACTED] Service Ref [REDACTED] Bnf:Sean Finn ID: [REDACTED] Bnf Bk:American Bank ID: [REDACTED] Pmt Det: [REDACTED] Unitrade	[REDACTED]

EXHIBIT B

Declaration of Hemma R. Lomax
March 8, 2019

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

ADMINISTRATIVE PROCEEDING
File No. 3-17693

In the Matter of

SEAN P. FINN and
M. DWYER LLC,

Respondents

DECLARATION OF HEMMA R. LOMAX.

I, Hemma R. Lomax, do hereby declare as follows:

1. I am an adult individual, over 18 years old.
2. I am employed by the United States Securities and Exchange Commission, (the "Commission") where I serve as an attorney in the Division of Enforcement (the "Division").
3. I submit this declaration in support of the Division's Motion for Summary Disposition and Imposition of Sanctions against Respondents Sean P. Finn ("Finn") and M. Dwyer, LLC ("Dwyer") (collectively, the "Respondents").
4. All emphasis added to attached exhibits by way of yellow highlighting is mine.
5. Attached to this Declaration as Exhibit 1 is a true and correct copy of an email plus attachments from Anthony Brandel to Edward Glazebrook, and copied to Sean Finn, dated Monday, July 25, 2011.
6. Attached to this Declaration as Exhibit 2 is a true and correct copy of a letter from James L. Erwin of Joint Venture Solutions, Inc. to Stefan Schmid dated March 7, 2012, listing all purported Joint Venture and Structured Finance transactions where deposits were

made at Commercial Escrow Services and then wired to Martin U. Schlaepfer, Malom Group.

7. Attached to this Declaration as Exhibit 3 is a true and correct copy of an email from Sean Finn to Dianna Harvey, dated March 8, 2013 attaching what is described by Finn therein as “our two business models”.
8. Attached to this Declaration as Exhibit 4 is a true and correct copy of an email from Kelly Dean to Sean Finn dated May 22, 2013, responding to an earlier email from him containing a pitch for using “his” company.
9. Attached to this Declaration as Exhibit 5 is a true and correct copy of an email from Joseph Micelli, to Tony Brandel [tony@mycilv.com], dated January 26, 2010, which forwarded an email to Micelli from Jamie Rice on January 26, 2010, which in turn forwarded an email from Sean Finn to Rice on that date, containing in the body of the email an advertisement for Sean’s business.
10. Attached to this Declaration as Exhibit 6 is a Declaration by Russell Castillo, an analyst at the Commission, executed on November 22, 2013 and attaching pages 1-17 of the M. Dwyer, LLC website capture referred to in Castillo’s declaration.
11. Attached to this Declaration as Exhibit 7 is a true and correct copy of an email from Sean Finn to Anthony Brandel, dated March 31, 2010.
12. Attached to this Declaration as Exhibit 7A is a true and correct copy of an email from Sean Finn to Anthony Brandel, dated March 24, 2010 attaching a document entitled “The CHASE 1 DAY PROGRAM”.
13. Attached to this Declaration as Exhibit 7B is a true and correct copy of an email from Sean Finn to Anthony Brandel, dated April 2, 2010.

14. Attached to this Declaration as Exhibit 8 is a true and correct copy of a letter to Hans Jurg Lips, from Jon R. Anfinson and Mark Horton of Preferred Funding Partners, LLC.
15. Attached to this Declaration as Exhibit 9 is a true and correct copy of an email from Sean Finn to Anthony Brandel, dated June 24, 2010, attaching a document entitled "JP MORGAN CHASE, HQ MANHATTAN, NEW YORK".
16. Attached to this Declaration as Exhibit 10 is a true and correct copy of an email from Sean Finn to Anthony Brandel, dated July 3, 2010.
17. Attached to this Declaration as Exhibit 10 is a true and correct copy of an email from Sean Finn to Anthony Brandel [REDACTED]@myciv.com], dated July 24, 2011.
18. Attached to this Declaration as Exhibit 12 is a true and correct copy of a Memorandum of Understanding addressed to George W. Quiter, on M. Dwyer letterhead and with a signature line of Sean Finn, dated December 17, 2010.
19. Attached to this Declaration as Exhibit 13 is a true and correct copy of an email from Mark Horton [REDACTED]@gmail.com] to the SEC staff [ADGROUP4@sec.gov], dated February 13, 2013, forwarding an email which originated from Sean Finn to Mark Horton and Jon Anfinson on August 27, 2010 and attaching a series of documents including "escrow instructions" and "terms and conditions".
20. Attached to this Declaration as Exhibit 14 is a true and correct copy of an email from Sean Finn to Eric Krupa and others, dated November 4, 2010.
21. Attached to this Declaration as Exhibit 15 is a true and correct copy of an email from Sean Finn to Anthony Brandel and Joseph Micelli, dated April 26, 2011, forwarding an email from Karl Andersen to Sean Finn, Ric Fink and one other [klandgaard@tranencapital.ie], on that same date, which was in turn sent in response to

the original email sent by Sean Finn to Rick Fink and Karl Andersen and one other [klandgaard@tranencapital.ie], on that same date.

22. Attached to this Declaration as Exhibit 16 is a true and correct copy of an email from Len Barrie to Angela Sierra, then staff attorney at the SEC, dated February 27, 2013 and forwarding an email from Len Barrie to Bob Lanza and others, dated February 3, 2011, which in turn forwarded an email of that same date from Martin U. Schlaepfer of Malom Group AG to Len Barrie, copying Sean Finn, Tony Brandel and Joseph Micelli.
23. Attached to this Declaration as Exhibit 17 is a true and correct copy of an email from Sean Finn to Lori Quinones, dated March 2, 2011.
24. Attached to this Declaration as Exhibit 18 is a true and correct copy of an email from Len Barrie to Angela Sierra, then staff attorney at the Commission, forwarding an email from Sean Finn to Antony Gude, Napoleon Grier and Len Barrie, dated January 19, 2011 and attaching a purported Centrum Bank document.
25. Attached to this Declaration as Exhibit 18A is a true and correct copy of an email from Mark Horton to the Commission [ADGROUP4@sec.gov], dated February 13, 2013, forwarding a message originating from Sean Finn to Jon Anfinsen and Mark Horton, dated November 3, 2010 and attaching documents described in the subject line as "Updated DB Proof of Funds".
26. Attached to this Declaration as Exhibit 19 is a true and correct copy of an email from Mark Horton to the Commission [ADGROUP4@sec.gov], dated February 13, 2013, forwarding a message originating from Sean Finn to Jon Anfinsen and copied to Mark Horton, dated September 20, 2010.

27. Attached to this Declaration as Exhibit 20 is a true and correct copy of an email from Albert Haddad to Robert J. Axel, and copying Sean Finn, dated September 5, 2013.
28. Attached to this Declaration as Exhibit 21 is a true and correct copy of an email from Joseph Micelli to Martin U. Schlaepfer [mus@malomgroup.com] and others, dated November 3, 2010.
29. Attached to this Declaration as Exhibit 22 is a true and correct copy of purported agreement between Malom Group, AG and Sean Finn, dated April 27, 2010.
30. Attached to this Declaration as Exhibit 23 is a true and correct copy of an email from Sean Finn to Tony Brandel [tony@myciv.com], dated November 29, 2011 and attaching a document entitled "FRAUD ALERT – DEPT OF JUSTICE".
31. Attached to this Declaration as Exhibit 24 is a true and correct copy of a condensed transcript of the testimony of Sean P. Finn, transcribed at the Commission on September 5, 2013.
32. Attached to the Declaration as Exhibit 24A is a true and correct copy of pages 121-124, 141-144 and 277-280 of a condensed transcript of the testimony of Anthony Brandel, transcribed at the Commission on August 15, 2013.
33. Attached to this Declaration as Exhibit 25 is a true and correct copy of two certifications by Brent Fields, Commission Secretary, dated February 25, 2019 in respect of Sean P. Finn and M. Dwyer, LLC, respectively.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 8, 2019



Hemma R. Lomax

EXHIBIT 1

LOMAX DECLARATION

From: Anthony Brandel <tony@myconsultantsinc.com>
Sent: Monday, July 25, 2011 7:54 PM
To: ed@edglazebrook.com
Cc: Sean Finn <sfinn@m-dwyer.com>
Subject: IBI Transaction
Attach: Understanding.doc; Escrow - CES - IBI_Glazebrook.pdf; JV - Glazebrook.pdf; Funding Commitment - IBI_Glazebrook.pdf; Investor Agreement - IBI_Glazebrook.doc; Guarantee - IBI_Glasebrook.pdf; Malom Overview.pdf; Introduction to Structured Finance.pdf; Hans CV.pdf; Project List.pdf; Hans-Jurg References.pdf; Malom Certification Letter 04-01-2011.pdf

Edward

Attached are the documents for the IBI funding, and your JV Agreement with Malom Group AG. Please review them and let me know if you have any questions. Also please review the investor agreement and discuss with IBI the language.

The following are the only documents that need to be signed by you at this time.

- 1) Understanding:
- 2) Escrow Instructions

Upon receipt of the Escrow Instructions, the following documents will be executed by Malom and sent to you for your signature.

- 1) JV (Joint Venture Agreement): This is your agreement with Malom to facilitate your transaction that you brought forth.
- 2) Funding Commitment: This is the commitment that Malom will fund the IBI project.
- 3) Investor Agreement
- 4) Any compliance documents required by Malom to sign that does not encumber their company or accounts.
- 5) Guarantee of "Underwriting Fee" (does not need to be signed by you or IBI)

The rest of the documents attached are for your review to understand Malom's capability and the program they are going to undertake to ensure a successful funding.

- 1) Malom Overview: A history on Malom
- 2) Introduction to Structured Finance: A complete breakdown of how structured finance works
- 3) Hans-Jurg CV: A personal Resume on the chairman of the Malom
- 4) Project List: This is a list of Project that Malom's team, and its affiliate companies have successfully closed or participated in the closing. Under no circumstances should any of the entities listed below be contacted.
- 5) References: These are the banks in which Hans-Jurg has closed many transactions with and for during his long career as Head of Structured Finance. You can call them but Han-Jurg would like to give them notice as to who and when would be a good time.
- 6) Malom Certification Letter: This is from Malom's US legal counsel that has been involved in numerous closings that total in the hundreds of millions.

M.Y. Consultants Inc.
Anthony Brandel
Director of Operations
Processing Company for Malom Group AG

SEC-Glazebrook-E-0000026

JOINT ESCROW INSTRUCTIONS

**To: Commercial Escrow Services, Inc. (hereinafter, "Escrow Holder")
Antoinette Hardstone (hereinafter, "Escrow Officer")**

The Parties described in Section 1.01, jointly request, authorize and instruct you to open an escrow for the purpose of completing the transaction described herein in accordance with the terms, conditions and procedures set forth herein. The escrow shall be identified by the following identifier:

Escrow No.: 39-6527-AH

This identifier shall be referenced in all communications and shall not be altered for the duration of this transaction.

ARTICLE I **The Parties**

Section 1.01. The Parties.

The Parties to these Joint Escrow Holder Instructions are:

Malom Group AG. (hereinafter, "MGA");

and,

Global Financing Solutions, LLC (hereinafter, "INVESTOR")

"MGA", & "INVESTOR" may sometimes herein be referred to in the singular by the word "Party"; and, may sometimes be collectively referred to herein as "The Parties".

ARTICLE II **Preliminary Recitals**

Section 2.01. Designation as Joint Escrow Holder Instructions.

"MGA" and "INVESTOR" deem this document to be and do hereby lodge with you these operative Joint Escrow Instructions (hereinafter, "Instructions").

Section 2.02. Date for Commencement of these Instructions

The date for commencement of these Instructions is the date that "INVESTOR" has executed these Instructions, whereas the funds already deposited with "Escrow Holder" in the amount of Five Hundred Thousand USD (\$500,000.00); shall be credited to the escrow number stated above for and on behalf of the "Parties" (hereinafter, "Commencement Date").

Section 2.03. Underlying Transaction.

"INVESTOR" has requested "MGA" to apply said deposited funds towards the "Underwriting Fee" as stated in the "Commitment Letter" issued by "MGA" to Island Breeze International, (hereinafter, "OBLIGOR"), dated 25 July 2011. Investor has also requested "MGA" to enter into a "Joint Venture Agreement" for the purpose of facilitating a transaction to be introduced by "INVESTOR" by causing a verifiable Proof Of Funds indentifying that "MGA" has on deposit, cash and cash equivalents in the amount of not less than One Hundred Million USD (US\$100,000,000.00) at a recognized and respected financial institution.

ARTICLE III

Escrow Holder's Indemnification, Duties and Rights

Section 3.01. Indemnity for Claims, Loss, Damage, or Liability.

"MGA and "INVESTOR" hereby agree to be jointly and severally liable to indemnify and hold Escrow Holder and Escrow Holder's property, free and harmless from any and all claims, loss, damage, or liability arising as a result of the performance by Escrow Holder of its duties due to:

1. The failure of any term or condition of this escrow.
2. Escrow Holder's failure to ascertain or comply with the terms of any document, other than these Instructions or an amendment hereof duly executed by The Parties.
3. Escrow Holder's exercise of discretion in any particular manner or situation in which Escrow Holder is authorized by these Instructions to exercise discretion.
4. Any reason except Escrow Holder's gross negligence or willful misconduct in following these Instructions or acting as Escrow Holder of this escrow.

Section 3.02. Payment of Costs and Expenses.

"MGA" agrees to be liable to reimburse Escrow Holder for all costs and expenses incurred by Escrow Holder in fulfilling these Instructions and in the performance of its duties as Escrow Holder.

Section 3.03. Payment of Fees for Services.

"MGA" agrees to be liable to pay Escrow Holder a reasonable fee for services in acting as Escrow Holder in fulfilling these Instructions and in the performance of its duties as Escrow Holder pursuant to Escrow Holder's letter agreement with "MGA".

Section 3.04. Disregard of Contract.

The duties of Escrow Holder are to be determined solely by these Instructions and any amendments jointly submitted by The Parties. Escrow Holder shall not be responsible to interpret the provisions of any document purported to be the underlying agreement between The Parties or, any knowledge or understanding of nor accept in escrow any document purported to be the underlying agreement of The Parties except to the extent that the provisions thereof contain amended escrow instructions to Escrow Holder.

Section 3.05. Genuineness of Documents.

Escrow Holder is not responsible to undertake an investigation of the authenticity of the documents delivered to escrow, Escrow Holder shall assume that instruments, documents and other writings that are deposited in escrow are genuine; and, that they were duly executed by the person or persons represented as having been the person(s) who executed them. "INVESTOR" shall at its own efforts investigate the authenticity of each and every document delivered to escrow, by "INVESTOR"s independent due diligence, and such documents shall be deemed authentic if not proven otherwise by "INVESTOR".

Section 3.06. Conflicting Demands or Claims.

Escrow Holder is not obligated to and shall not make a determination or resolve conflicting demands or claims to funds, instruments, documents, or items deposited in escrow, nor conflicting demands or claims concerning the validity, interpretation, or performance of these Instructions. If conflicting demands or claims are made Escrow Holder shall follow the provisions of these Instructions only and any demand or claims inconsistent herewith are hereby deemed void ab initio by The Parties and shall be disregarded by Escrow Holder.

Section 3.07. Cooperation of Parties.

The Parties shall cooperate with Escrow Holder in carrying out these Instructions in order to complete this escrow. The Parties shall deposit in escrow upon the written request of Escrow Holder, all monies, instruments, documents, authorizations, or other items reasonably necessary to enable Escrow Holder to satisfy its duties as Escrow Holder in carrying out the provisions of these Instructions.

Section 3.08. Funds and Instruments Deposited in Escrow.

Escrow Holder is authorized to deposit all funds received in escrow in an escrow account maintained in Escrow Holder's name at a State or National Bank insured by an agency of the United States Government, including but not limited to a parent, affiliate or subsidiary of Escrow Holder; and, to retain those funds in such an account until disbursed pursuant to these Instructions.

Escrow Holder shall not be liable to The Parties for accrued interest, if any, while the funds remain in Escrow Holder's account. For purposes of these Instructions, funds deposited into escrow are deemed deposited when the funds have been confirmed as on deposit in Escrow Holder's account and are available for subsequent disbursements.

ARTICLE IV
Procedure Protocols

NOTE: Escrow Holder shall not make any disbursement of funds except as described hereinbelow.

The Close of Escrow shall be contingent upon the timely happening and perfect performance of each of the following events:

Section 4.01. "INVESTOR" Credits US \$500,000.00 into Escrow Holder's Account with escrow number 39-6527-AH.

Immediately upon the execution of these Instructions, "Escrow Holder" shall credit to the escrow number 39-6527-AH of "Escrow Holder", the amount of Five Hundred Thousand USD (\$500,000.00) that is already on deposit with "Escrow Holder" from "INVESTOR" (hereinafter, "Escrow Deposit"). Upon the "Escrow Deposit" being duly credited to "Escrow Holder's" account, as stated above free of holds, liens, claims or encumbrances of any third party, "Escrow Holder" shall notify "MGA" of the "Escrow Deposit" having been credited and that the funds are available for a Close of Escrow.

Section 4.02. MGA Delivers Documents to "OBLIGOR" & "INVESTOR".

Upon receiving notice from Escrow Holder that these instructions have been delivered to Escrow Holder fully executed by all "Parties", "MGA" shall deliver to "OBLIGOR" & "INVESTOR" the executed "Funding Commitment" issued to, "OBLIGOR", and fully executed "Guarantee from "MGA" of "Escrow Deposit", also evidence of funding capability by Malom Group AG (bank letter), in the amount, not less than One Hundred Million USD (US\$100,000,000.00), accompanied with a letter of "Good Standing – Certification of Financial Capability" from MGA's US Attorney. "MGA" shall deliver to "INVESTOR" the following items, fully executed by "MGA"

- a) Joint Venture Agreement together with;
- b) Sample MT799 SWIFT Message
- c) Notice of Readiness to Proceed naming a recognized and respected bank to be used for the INVESTOR'S transaction
- d) Authorization to Verify and Authenticate
- e) Client Information Sheet from Investor
- f) A copy of Investor's officer's Passport

Section 4.03. Escrow Holder Receives Documents.

Upon Escrow Holder's receipt of the "Funding Commitment" executed by, "MGA" "OBLIGOR", and "INVESTOR", Escrow Holder as notice to all parties, shall deliver to "OBLIGOR" & "INVESTOR" a notification as verification, to the electronic mail address provided for "OBLIGOR" & "INVESTOR" in Section 5.05 hereinbelow, that all documents have been received by all parties as stated in Section 4.02, whereupon escrow shall be prepared to close.

Section 4.04. Close of Escrow.

The Close of Escrow shall take place with Escrow Holder disbursing to "MGA" the "Escrow Deposit" by the means and to the location that "MGA" shall solely designate to Escrow Holder. In the absence of instructions to the contrary, if upon the next banking day at 5:00pm PST, following the delivery to "OBLIGOR" & "INVESTOR" the notice as verification, as stated in Section 4.03, should "OBLIGOR" or "INVESTOR" fail to notify Escrow Holder in writing that the documents delivered are not acceptable due to specifically identified reasons, escrow shall close.

If on or before the next business day at 5:00pm PST following delivery to "OBLIGOR" & "INVESTOR" of notice as verification, as stated in Section 4.03, "OBLIGOR" or "INVESTOR" sends written notification that the documents delivered to "OBLIGOR" &

"INVESTOR" are not acceptable due to specifically identified reasons, Escrow Holder shall not close escrow until all parties have agreed, and send written notification that all documents are acceptable. Escrow Holder will allow five (5) business days for all parties to send written notification to Escrow Holder that all documents are acceptable, otherwise Escrow Holder shall immediately thereafter refund the entire "Escrow Deposit" to "INVESTOR" free of any claims of right of "MGA". Upon the Close of Escrow, Escrow Holder shall be relieved of any further duties to The Parties.

Section 4.05. Failure of Escrow to Close.

For purposes of these Instructions, this escrow shall be deemed to have Closed when each condition precedent as described in Section 4.04 is perfectly performed. If escrow cannot close due to "MGA"'s failure to provide documents to "OBLIGOR" & "INVESTOR" within ten (10) days of the execution of these Instructions, Escrow Holder shall upon written demand of "INVESTOR" immediately re-deliver to "INVESTOR" all funds then held in escrow deposited by "INVESTOR". Delivery shall be in such manner and to such location as "INVESTOR" shall hereafter designate to Escrow Holder in writing.

Upon Escrow Holder returning the funds to "INVESTOR", Escrow Holder shall be relieved of any further duties to The Parties.

ARTICLE V
General Provisions

Section 5.01. Sole Instructions.

Unless and until subsequently amended or cancelled in the manner provided herein, these Instructions shall constitute the complete and only Escrow Instructions of The Parties. The Parties hereby revoke any prior Instructions that Escrow Holder may have received.

Section 5.02. Time of Essence.

Time is of the essence with respect to the perfect performance, occurrence, fulfillment and satisfaction of each and every term and condition of these Instructions.

Section 5.03. Amendments.

Once these Instructions have been executed and deposited with Escrow Holder, they may only be modified by a written amendment executed by all The Parties. No amendment or modification of Instructions shall be valid or effective unless and until being duly executed by all The Parties and being lodged with Escrow Holder. Any purported oral amendment or modification of these Instructions is ineffective and invalid.

Section 5.04. Cancellation of Escrow / Force Majeure.

A cancellation of this escrow can only be effected by means of supplementary escrow instructions; or, a written notice that complies with the respective provisions of these Instructions relating to Amendments; or, this Section relating to unilateral cancellation for the non-occurrence of a condition precedent due to force majeure. Upon cancellation of escrow pursuant to this Section, all funds, instruments, documents, and other items placed in the custody and control of Escrow Holder shall be returned to the Party that deposited it.

Section 5.05. Notices.

Any notice that is required or permitted under these Instructions must be in writing, signed by The Party giving the notice and must be delivered to Escrow Holder the other Parties by either: (1) certified mail postage prepaid return receipt requested; (2) facsimile with proof of transmission; or, (3) electronic mail. A notice not complying with this Section is ineffective. Notice shall be deemed given if by mail at the time of receipt; if by facsimile or electronic mail at the time of the completed transmission. Notices shall be given at the addresses, facsimile numbers or, electronic mail addresses as follows:

Escrow Holder: **Commercial Escrow Services, Inc.**
 3478 Buskirk Avenue, Ste 242.
 Pleasant Hill, CA. 94523
 Attn: Antoinette Hardstone, Escrow Officer
 Facsimile No.:
 Telephone No.: 925-933-9960
 Electronic Mail: toni@commercialescrow.com

“MGA”: **Malom Group AG.**
 Seestrasse 185, CH8800
 Thalwil-Zurich Switzerland
 Facsimile No.: +41 (43) 210 8588
 Telephone No.: +41 (43) 210 8585
 Attn: Hans-Jurg Lips, Chairman
 Electronic Mail: hjl@malomgroup.com

“OBLIGOR”: **Bradley T. Prader, CEO**
 Island Breeze International Ltd
 211 Benigno Blvd, Ste 201
 Belmawr, NJ. 08031
 Facsimile No.:
 Telephone: No.: 856-931-1505
 Cellular No.:
 Electronic Mail: bradp@islandbreezeinternational.com
 <mailto:ed@edglazebrook.com>

“INVESTOR”: **Edward L. Glazebrook, Managing Member**
 Global Financing Solutions, LLC
 10296 N. Pierpont Circle
 Fresno, CA. 93730
 Facsimile No.:
 Telephone: No.:
 Cellular No.: [REDACTED]
 Electronic Mail: ed@edglazebrook.com

Section 5.06. Waiver.

A term or condition of these Instructions may only be waived by a written waiver that has been executed by The Party or Parties the term or condition was intended to benefit; and, the waiver must be deposited with Escrow Holder. Any purported oral waiver of a term or condition contained herein shall be ineffective and wholly invalid.

Section 5.07. Assignments and Delegations Prohibited.

The rights of a Party hereto may not be transferred or otherwise assigned to a third person or entity. The duties of a Party hereto may not be transferred or otherwise delegated to a third person or entity.

Section 5.08. Governing Jurisdiction.

These Instructions shall be governed and all rights and liabilities under it determined in accordance with the laws of the State of California and exclusively in the courts thereof.

Section 5.09. Attorneys' Fees.

Notwithstanding the provisions of Section 3.07, if a Party brings any legal action or seeks arbitration regarding any provision of these Instructions, the Party deemed to be less at fault in the litigation or arbitration shall be entitled to recover reasonable attorneys' fees from the Party deemed more at fault. This is in addition to any other relief granted.

Section 5.10. Binding on Heirs.

These Instructions shall be binding on and shall inure to the benefit of the affiliates and subsidiaries, heirs, executors, administrators and successors of The Parties, as well as, Escrow Holder.

These Instructions shall become binding on the date last executed by a Party and only upon execution by all Parties hereto.

Malom Group AG.



By: 
Hans-Jurg Lips, Chairman

Dated: 25 July 2011

Global Financing Solutions, LLC

By: _____
Edward L. Glazebrook, Mananging Member

Dated: _____

Request for Acknowledgment of Acceptance

Escrow Holder, please acknowledge receipt and acceptance of these Instructions, indicating your agreement to serve as Escrow Holder pursuant to the terms and conditions set forth herein by executing and returning to The Parties the acknowledgment and acceptance set forth below.

Acknowledgment and Acceptance by Escrow Holder

I, Antoinette Hardstone for and on behalf of Commercial Escrow Services, Inc., hereby acknowledge receipt of the foregoing Joint Escrow Instructions. Commercial Escrow Services, Inc. hereby agrees to establish escrow for the transaction to be conducted by/between Malom Group AG, and Global Financial Solutions, LLC; and, agree to serve as Escrow Holder pursuant only to the expressed terms and conditions as fully contained and set forth in the Joint Escrow Instructions and such additional instructions or amendments as may be jointly submitted to us by The Parties.

Commercial Escrow Services, Inc.

**By: _____
Antoinette Hardstone, Escrow Officer**

Dated: _____



Funding Commitment

Date: 20 June 2011

Subject to the terms and conditions hereof, we hereby issue this Funding Commitment for the benefit of Island Breeze International, on behalf of IBI Charleston, Limited, a company to be formed; and, the Subscribers to the Structured Note to be created hereafter. This Funding Commitment is not transferable and the benefits hereunder may not be assigned.

Project Description:

Gaming Cruise Vessel – Renovations – Terminal Setup

Obligor:

Island Breeze International, on behalf of IBI Charleston, Limited, a company to be formed and named as the Obligor (hereinafter, "Obligor").

Collateral – First Lien Position on the following:

1967, 410ft casino/passenger cruise vessel, legally know as "M/V Island Breeze" (hereinafter, "Vessel") with all improvements, furniture, fixtures and equipment owned or to hereafter be acquired by "Obligor"; together with all permits, licenses that can lawfully be encumbered, contracts, docking rights, cash on hand and cash to hereafter be acquired; and, any and all intellectual property including without limitation trade names, trademarks, copyrights and ghosts works now held or hereafter acquired by Obligor or its parent, affiliates and/or associated companies relating to the Vessel and the contemplated business model structured around and involving the "M/V Island Breeze" or such other name that may hereafter be adopted. Also to include all land leases used for docking the Vessel, & office space, and all leases on equipment.

Transaction Type:

Structured Note to pay the cost of renovations of the existing Vessel and to thereafter cause the Vessel to be put into service as a gaming cruise ship.

Principal Funding Amount:

Twelve Million Five Hundred Thousand US Dollars (US\$12,500,000.00)

Term:

Five (5) years, interest paid annually in arrears with balloon payment of principal at maturity of the Structured Note to be issued by Obligor, which shall be underwritten and marketed by Malom Group AG (hereinafter, "Malom")

Face Stated Simple Interest Rate:

Not to exceed 420 basis points over comparable maturing United States Treasuries, to be fixed at the time of initial issuance of the Structured Note to the Subscribers thereto ("Subscribers").

Malom Placement Success Fee:

One and One Half Percent (2.5%) of the maturity face value of the Structured Notes Placed.

Origination Fee:

Not to exceed 3.0% of the Principal Funding Amount

Underwriting Fee:

The costs associated with initial due diligence in underwriting of the proposed Structured Note and the securitization thereof, together with cost of credit enhancement, registration, listing fees and all costs to be incurred in furtherance thereof are hereinafter referred to as the "Underwriting Fee".

Subject to the Reimbursement Undertaking set forth below and in the "Guarantee on Funding Commitment" executed concurrently herewith, the Underwriting Fee is to be advanced by Obligor and/or Obligor's Investor to pay the cost of the initial due diligence verifying all aspects of Obligor's proposed business model, representations of fact and reasonableness of assumptions made and to be made by Obligor inclusive of a feasibility study conforming to the requirements of the Subscribers, as well as, the providing of credit enhancement in favor of Malom and/or their assigns as the beneficiary thereof in an amount equal to the Principal Funding Amount and possibly accrued interest at the option of the Subscribers to the Structured Notes to be issued by Obligor, underwritten and marketed by Malom.

The "Underwriting Fee" shall be Five Hundred Thousand US Dollars (US\$500,000.00) to be paid to Malom through Commercial Escrow Services, pursuant to the "Joint Escrow Instructions" with escrow identifier: "39-6527-AH" (hereinafter "Escrow") as follows:

Subject to the provisions of the Reimbursement Undertaking set forth below and restated in the "Guarantee of Funding Commitment" executed concurrently herewith, upon full execution by all parties of this "Funding Commitment" and the "Investor Agreement", as well as, Malom's delivery of the executed "Guarantee of Funding Commitment", the Obligor shall cause the sum of Five Hundred Thousand US Dollars (US\$500,000.00) to be released to Malom pursuant to the terms and conditions of the "Joint Escrow Instructions" executed concurrently herewith.

The actual "Commencement Date" of this "Funding Commitment" shall be upon Commercial Escrow's electronic transfer of the "Underwriting Fee" to the banking coordinates to be provided by Malom in writing hereafter (hereinafter, "Commencement Date").

Reimbursement Undertaking:

In the event that the Structured Notes are not sold to the Subscribers to generate funding of the entire Principle Funding Amount within Ninety (90) days of the "Commencement Date" by Malom, the entire amount of the Underwriting Fee advanced in the amount of Five Hundred Thousand USD (\$500,000.00) shall be fully refunded by Malom without any deduction or withholding of any nature directly to Edward L. Glazebrook (hereinafter collectively, "Investor"), at which time the duties of Malom to Investor and Obligor shall be discharged in their entirety, with Obligor and Malom restored to the position they held prior to issuance of the "Funding Commitment", whereupon such "Funding Commitment" shall then become void with Malom having no further duties or obligations to Obligor, Investor or any third person or entity who may have been an intended third party beneficiary of the prior agreements.

The Obligor shall not have the right or power to terminate this "Funding Commitment" and shall cooperate in the execution of all documents necessary for the creation, listing and sale of the Structured Notes. Moreover, Obligor may not and shall not terminate any related agreements with Malom without the written consent of Investor. In the absence of any breach by Malom, if with the consent of Investor the Obligor anticipatorily repudiates the funding to take place or, refuses to accept the funds generated by Malom's activities on the terms set forth herein, Malom shall not be obligated to refund the Underwriting Fee.

Other Fees:

There may be fees incurred for retaining of Supervisor Architects and/or Survey Company, a third party disbursement company after funding; and, prior to funding for other professionals including feasibility experts, a new appraisal and survey prepared by an approved company by the Subscribers and/or their underwriters, as well as, business plan preparers, underwriters and subscription commitment or "Lock-Up" fee to be paid to those that may subscribe to the Structured Notes to be issued. These fees though they may be advanced by Malom are the responsibility of the Obligor. All fees incurred by Malom to ensure funding as stated above shall be deducted from the collected "Underwriting Fee". Any additional fees not covered by the "Underwriting Fee" shall be reimbursed separately from the funding proceeds, at the time of funding. Obligor shall be entitled to a copy of any appraisal, and all studies made on the Project.

Closing Date:

Closing and Funding of said project shall occur no later than Ninety (90) calendar days from the "Commencement Date". In the event Malom is unable to Close and Fund according to the terms and conditions stated above, then a refund of the Underwriting Fee shall occur as stated in the above Section entitled "Reimbursement Undertaking"

Evidence of Title:

Concurrently with disbursement of the Principal Funding Amount or any portions thereof sufficient to retire any existing debt against the Vessel. A Policy of Vessel Title Insurance must be issued from an issuer and be in a form acceptable to Malom naming Malom and its assigns as the loss payee thereof. Obligor will be charged for the cost of providing such Policy and the cost of recording documents, at the time of closing, if any, all of which will be paid from the funding proceeds and ordered by the Institutional Disbursement Agent to be hereafter selected by Malom.

Required items and Conditions: The following must be submitted prior to commencement of the Offering Memorandum for Funding

- ↓ IBI Charleston Limited, a Cayman Island Corporation, will be formed immediately after the this "Funding Commitment" has been accepted and executed by Obligor.
- ↓ The above named collateral will be transferred to said new company prior to close, but not sooner than a written "Clear to Close" has been issued by Malom Group AG.
- ↓ Island Breeze International's written notification to Malom Group AG that: to the best of their knowledge, the City of Charleston is supportive of this project with evidence thereof.
- ↓ Corporate Documents of Island Breeze International and IBI Charleston Limited.
- ↓ Along with this "Funding Commitment", the "Joint Escrow Instructions", and "Investors Agreement" are fully executed and delivered to Malom.
- ↓ Letter from Obligor's insurance agency identifying that Obligor has the ability to secure all marine insurance on the Vessel listed as collateral and the personal property to be acquired and/or otherwise owned and to be utilized on the Vessel naming Malom and/or its assigns as a loss payee and additional insured thereof for an amount equal to the replacement value of the Vessel and improvements now and hereafter to be constructed on the Vessel, along with the personal property to utilized thereon.
- ↓ Proposed marketing plan to evidence Obligor's ability to market the business to ensure proper cash flow to maintain operations and service the debt.
- ↓ Pro forma Income and Expense Statements, with explanations of the basis for the projections.
- ↓ Estimated, detailed projected time line for the scope of construction, installation of equipment and licensing.

IBI Charleston Ltd. Funding Commitment – Page 3 of six

Registered at:
Weidstrasse 4
CH-8808 Pfäffikon SZ

Telephone: +41 (43) 210 85 85
Facsimile : +41 (43) 210 85 88

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- ↓ Detailed "Line Item Breakdown" for the use of proceeds inclusive of soft cost, closing cost and reimbursements, to include; (i) Construction cost, (ii) itemized list of equipment, (iii) Itemized breakdown of "Startup & Working Capital",
- ↓ Complete Appraisal and Survey of the Vessel with all proposed improvements to determine: (i) Cost Approach, (ii) Sales Comparison Approach, (iii) Income Capitalization Approach. (Malom will order)
- ↓ Feasibility Study to determine the following factors: (i) Technology and system; (ii) Economic; (iii) Legal; (iv) Operational; and, (v) Schedule. (Malom will order)
- ↓ A letter from Obligor's legal counsel as to the ways and means to perfect a first position security interest on the Vessel and personal property thereon and to be acquired in the jurisdiction where the Vessel is to be registered.
- ↓ Executed Contracts with an acceptable Design Firm for all improvements, and Construction Company.
- ↓ Insurance Policies required; (i) Commercial Watercraft to include [Hull & Machinery, Protection & Indemnity, Vessel Pollution, Collision Liability], (ii) Maritime Employers Liability, (iii) Workman's Comp, (v) Business Insurance, (vi) General Liability
- ↓ Such other documents rationally related to the "Obligor's" business model and reasonably requested hereafter

Duties of Malom:

Malom is solely responsible for all processing and underwriting of the Offering Memorandum to insure compliance with the applicable laws of the European Union and that the requirements of the Subscribers are met. Malom will work diligently with Obligor to ensure a prompt closing. Malom has retained M.Y. Consultants, Inc, as the processing company for this transaction. All documents and conditions delivered to M.Y. Consultants, Inc will be acknowledged by Malom as received.

The Principal Funding Amount shall be disbursed pursuant to a line item breakdown to be agreed by and between Obligor and Malom which shall be specifically detailed in the Offering Memorandum and enforced by an Institutional Disbursement Agent to be retained by Malom in the geographic location of Obligor. Malom will take all steps necessary to protect the confidentiality of all materials and information provided to Malom by Obligor that need not be disclosed in the Offering Memorandum. Malom can obtain the financing as described herein in any suitable form, as long as the financial conditions of such funding are within the terms of this Funding Commitment.

Duties of Obligor:

The Obligor agrees to comply with any legitimate requests by Malom for information, documentation or supporting materials, including but not limited to the listed "Additional Required Items and Conditions" within a reasonable time, not to exceed fifteen (15) calendar days from the date of the request for such being received by Obligor, unless otherwise agreed by Malom. It is agreed that, in the event Obligor requires additional time to submit said information, documentation or supporting material, the "Closing Date" shall be extended to the extent of the additional time requested by Obligor to comply with Malom's request for information or documentation.

Jurisdiction – Exception to United States Securities Laws:

It is hereby agreed that Obligor and Investor shall retain exclusive jurisdiction with respect to any dispute regarding or related to the Underwriting Fee, the transaction documents, and the commitment documents, which shall be governed and construed in accordance with the laws of the State of California, until (i) the closing and funding of Principal Funding Amount.

It is expressly understood and agreed, that the services of Malom are being performed exclusively in the country of Switzerland and will be performed in conformity with the securities laws of the government of Switzerland; and, that the Structured Notes to be underwritten and marketed by Malom shall not be structured or marketed in the United States.

General Provisions:

This "Funding Commitment" reflects the sole and entire agreement of Malom and Obligor regarding the subject matter hereof. This "Funding Commitment" is intended to be a binding obligation by and between the parties. This Funding Commitment may be modified by subsequent agreement between the parties. A duly executed facsimile transmission of this "Funding Commitment" by facsimile machine or electronic mail shall be considered an original of the document, and shall have the same effect and force as executed originals of this document. Except as provided above, this "Funding Commitment" is issued and will be governed and construed in accordance with the laws of the country of Switzerland and any disputes shall only be litigated in the Kanton of Zurich.

Term of Funding Commitment:

Malom Group AG grants "Obligor" until 5:00pm PST on 29 July 2011 to accept this "Funding Commitment" and the provisions of the Escrow Instructions causing both to be duly executed and returned on or before the close of business that day. It being expressly agreed that delivery thereafter shall not serve to bind Malom Group AG to the provisions hereof absent Malom Group AG's subsequent agreement to accept "Obligor's" offer for the rendition of services thereafter.

Accepted by:

Malom Group AG

Hans-Jurg Lips, Chairman Dated
Head of Structure Finance

Island Breeze International, on behalf of
IBI Charleston, Limited – to be formed.

Bradley T. Prader, CEO Dated

Edward L. Glazedbrook
as Investor

Edward L. Glazedbrook Dated



Malom Group AG

Historical and Prospective Overview of Malom Group AG

Malom Group AG is a Suisse corporation formed as a "Holding Structure" in 1973 a privately owned and mainly holding and managing, either directly or indirectly, fully or partially owned corporations (mostly in SPV structures) and properties as a designer, developer, consultant and manager of commercial real estate, including but without limitation to shopping centers, leisure and hospitality real-estates and office buildings throughout western and eastern Europe.

With the addition of Martin U. Schlaepfer as CEO and Member of the Board, the company gained the added expertise of his extensive experience in the design, development and management of hotels and destination resorts.

Mr. Schlaepfer was responsible for restructuring Malom Group AG from being just a real estate designer, developer and manager of real estate into a complete financial services company with a number of affiliates and subsidiaries building upon its real estate portfolio.

In the 80's and 90's Malom Group/M. Schlaepfer and Mr. Ludwig Morasch (today known as the guru for new trends) were founders and initiators of a Group called Burns & Gimble Hospitality Consulting Group (B&G) with Headquarters in Liechtenstein and offices in Palm Beach, New York, Monte Carlo, Zurich, Munich and Salzburg. B&G was responsible for the turn-around of Kempinski 4-seasons in Munich, soft- and pre-opening of Kempinski Beijing and Baltshug Kempinski in Moscow, as well as the acquisition and opening of the Ciragan Palace Kempinski in Istanbul, further developed and financed the largest holiday resort in Europe "Semiramis" and successfully sold it to an international hotel group, just to mention a few activities. B&G real estate in Germany developed, financed and managed various hotels and other commercial real estates in Europe. B&G also very successfully held seminars all over Europe with the following topics: "The transparent guest", "Hospitality adventures and new concepts", Turn-around and cost-controlling measures, implementations of new systems in hospitality, Feasibility studies for new projects, etc. The expertise and vast know-how in the hospitality field created soon an impressive list of clients, i.e., Eurodisney Paris, Kempinski Group Frankfurt, Marriot Group Europe, Swiss Hotel association, etc.. Later B&G was partly sold in a MBO and some parts were implemented in new companies under the umbrella of Malom.

Various Companies have been grouped, either by acquisition, NewCo's or in SPV structures under the umbrella of Malom Group AG, i.e. but not limited to Enicosa SA. which combines the ability to design, develop, consult and manage commercial real estate; while creating the means and methods to secure construction financing and engage in mortgage lending through the use of corporate sureties and other underwriting opportunities. This business model as originally conceived and implemented by Mr. Schlaepfer was warmly embraced amongst others by Bradford & Bingley (top

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Weidstrasse 4
CH-8808 Pfäffikon SZ

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Facsimile : +41 (43) 210 85 88

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CH-8800 Thalwil-Zurich

100 FTSE), John Charcol^(R) and Charcol Limited (UK) and thereafter resulted in strategic alliance with Ballymore^(TM) Berkeley Homes^(TM) Savills^(TM) and Alan Selby and Partners^(TM) to name a few and resulted in the completion of some of the major building in London. Just in the UK the aggregated amount of finance of real-estate, reached soon an amount in excess of 1 billion British Pounds and have been successfully completed.

Adding to the wide vast of talent that the Malom Group already consist of, Hans-Jurg Lips joined Malom Group in 2009 as Head of Structured Finance. Hans-Jurg brings eighteen years of "Structured Finance" to Malom Group. Hans-Jurg, has worked for several of the major banking institutions such as Bank of America, London, West LB, London and HSH Nordbank, London, of which he was head of Structured Finance. Hans-Jurg brings to Malom Group his long relationships with several of the Hedge Funds in Europe to accommodate Malom Group to obtain funding for many types of projects.

As a natural result of its structured financial products, Malom Group AG together with its affiliates and subsidiaries undertook the task of active risk allocation of its liquid assets. This process involved the purchasing and sale of sovereign debt and corporate investment grade rated securities. As of the writing of this prospectus Malom Group AG together with its affiliates and subsidiaries own, manage and/or control in excess of Five Billion US Dollars of cash and cash equivalents inclusive of sovereign debt instruments with an investment grade of A or better.

Malom Group AG has been named by the BiH Government to manage substantial Governmental funds and the proceeds of which would be utilized to repatriate those persons displaced during the Bosnian War, as well as, the location, disarming and destruction of landmines and unexploded ordinance that to this day litters the farmland and countryside from that conflict.

Presently, Malom Group AG is in the process of launching its "BRIC Fund" with the functional equivalent value of One Billion Five Hundred Million US Dollars (US\$1.500.000.000,00) to enable the Group to leverage its financial capacity.

We kindly ask you to treat this information confidentially and the information provided is just a small extract of activities of the last 37 years. If you require any further information, please feel free to contact the signatory.

Respectfully submitted,

**Malom Group AG
Hans-Jurg Lips, Chairman**

Registered at:
Weidstrasse 4
CH-8808 Pfäffikon SZ

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Facsimile : +41 (43) 210 85 88

Administrative Offices:
Seestrasse 185
CH-8800 Thalwil-Zurich

SEC-Glazebrook-E-0000064

ALLEN R. SMITH
ATTORNEY AT LAW

██████████
Winter Haven, Florida ██████████
Phone Number: (863) ██████████
e-mail: allenrsmith_██████████@yahoo.com

Mailing Address
P.O. Box 1032
Winter Haven, Florida 33882
Fax Number: (863) 299-6397

April 1, 2011

To whom it may concern:

Re: Certification as to Malom Group AG.

This letter is to advise you that I have acted as an attorney-escrow agent for and on behalf of Malom Group AG with numerous contractual counter-parties for approximately three (3) years, concerning transactions which required Malom Group AG to perform services measured in the hundreds of millions of US dollars.

I hereby certify that there has never been a demand of me to refund monies to any contractual counter-party. Moreover, from my personal knowledge, I hereby affirm that, should a demand be made for the refund of any monies, Malom Group AG and its principals have more than sufficient liquidity to immediately tender payment.

In addition to the foregoing, I know the principals of Malom Group AG to be of the highest moral and ethical character.

If you are in need of any additional information, please feel free to contact me at your earliest convenience at either my office: (863) 299-1219 or my cell: (██████████) ██████████.

Sincerely,



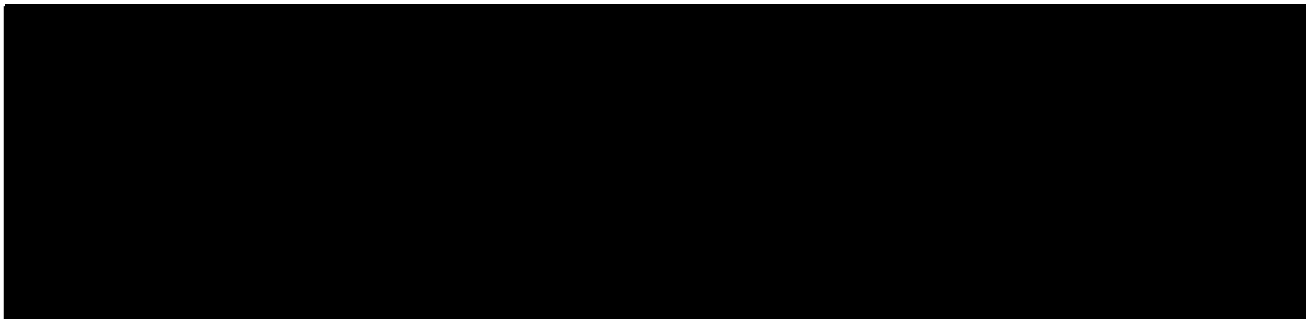
Allen R. Smith – Attorney at Law



Malom GroupAG

CONFIDENTIAL PROJECT LIST

of Malom Group AG's team, and Affiliates



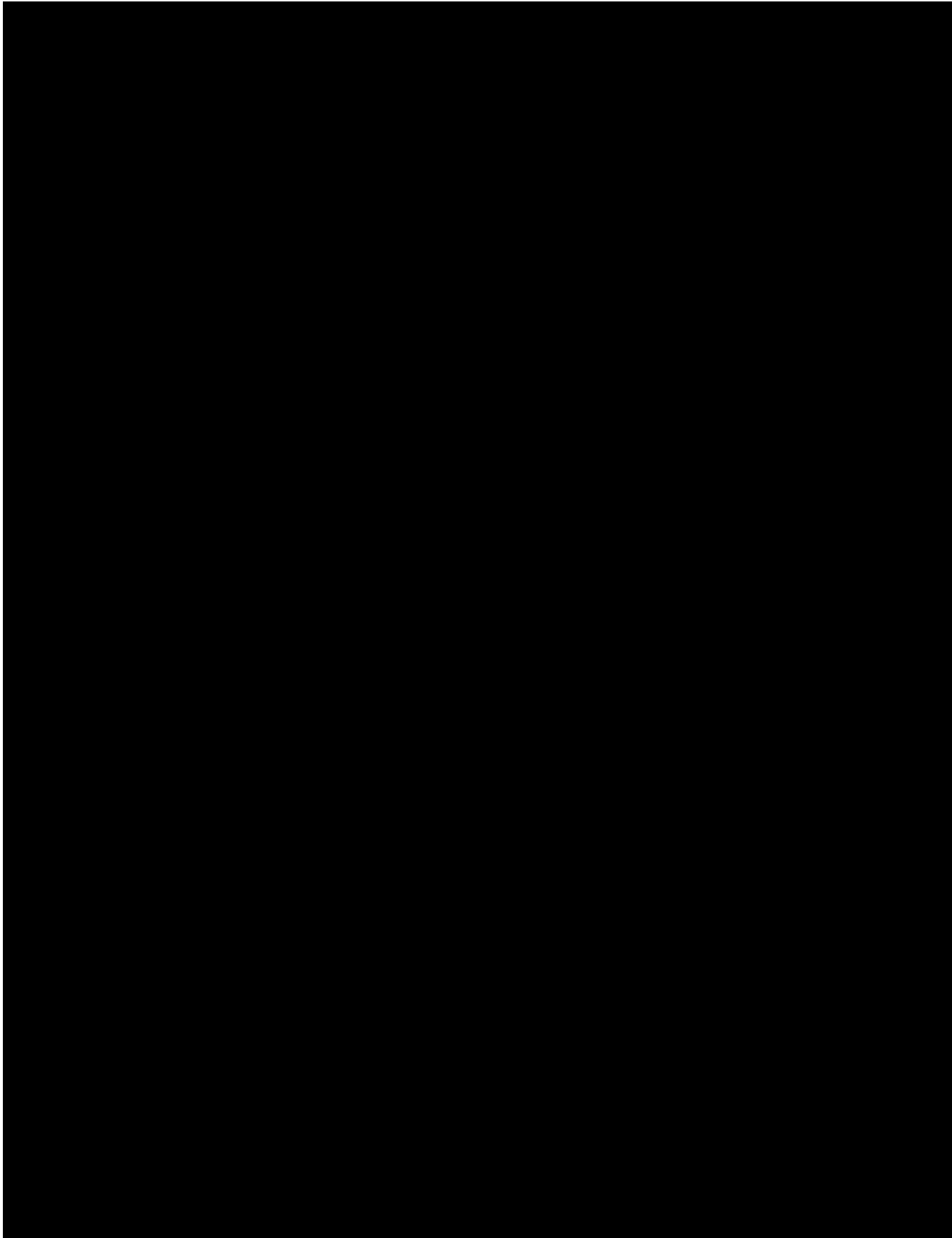
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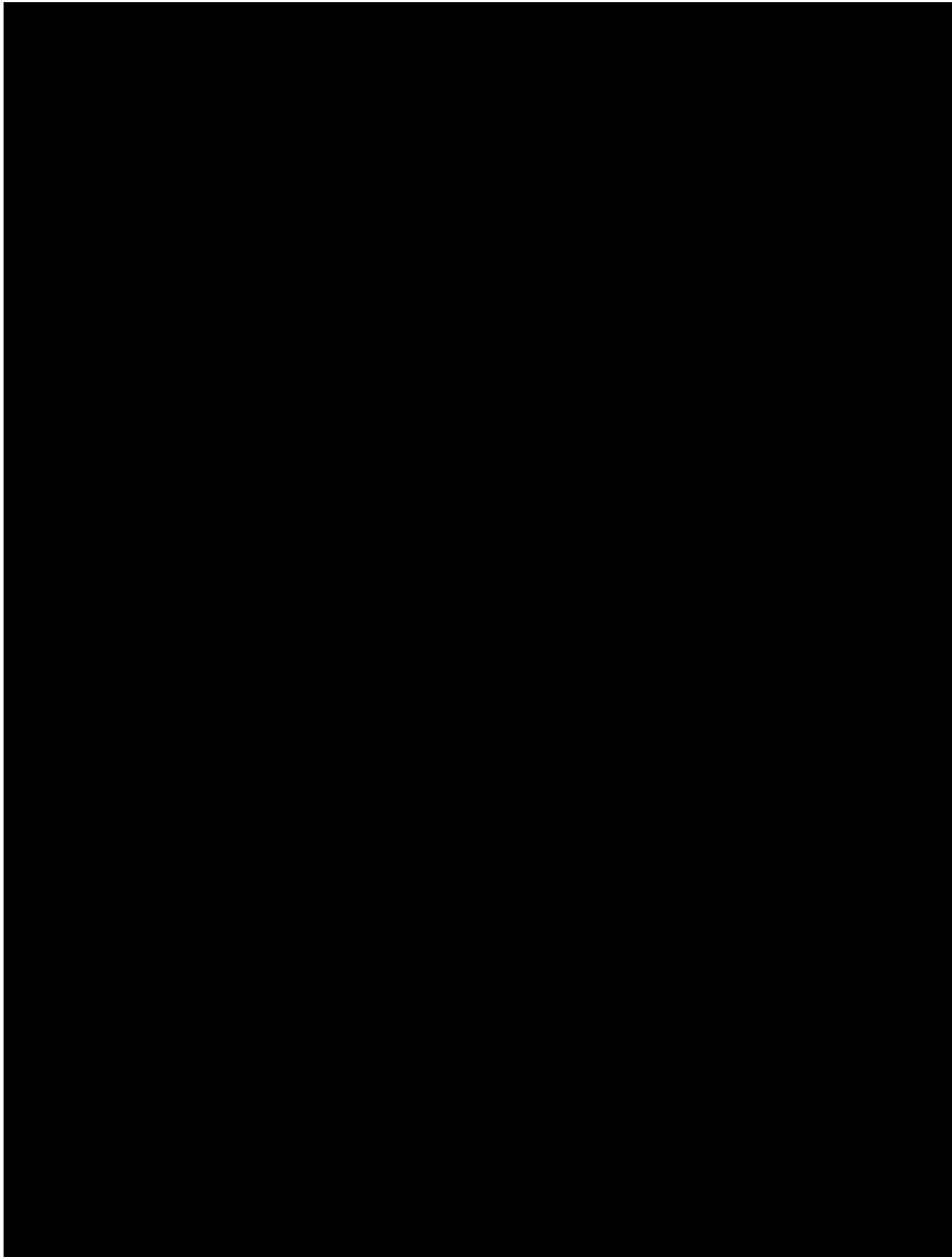
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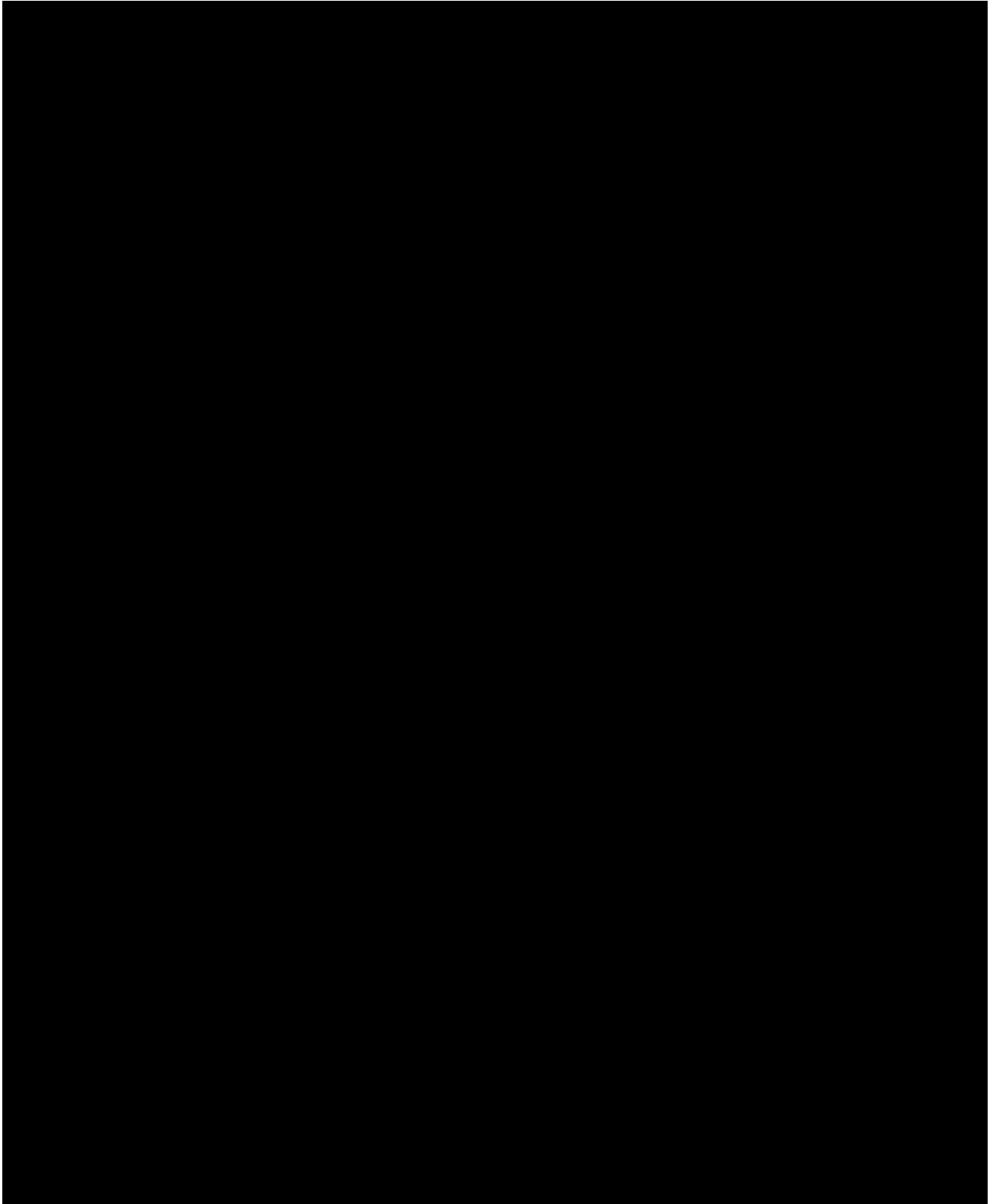
Telephone: +41 (43) 210 85 85
Facsimile : +41 (43) 210 85 88

Administrative Offices:
Seestrasse 185
CH-8800 Thalwil-Zurich

SEC-Glazebrook-E-0000070







AS A COURTESY TO THE INDIVIDUALS LISTED HEREIN, PLEASE CONTACT MALOM PRIOR TO CONTACTING ANY OF THESE REFERENCES DIRECTLY. IF YOU SO REQUIRE, ADDITIONAL REFERENCES, DEPENDING UPON THE NATURE OF THE PROJECT ARE ALSO AVAILABLE UPON REQUEST.

Evidence of Account - Joint Venture Agreement

This Evidence of Account – Joint Venture Agreement (hereinafter, “Agreement”) is entered into on this 25th day of July 2010 (hereinafter, “Effective Date”), by and between Malom Group AG, a Switzerland Company whose business address is: Seestrasse 185, CH8800 Thalwil-Zurich Switzerland (hereinafter, Investor); and, Global Financing Solutions, LLC, a California corporation whose business address is: 10296 N. Pierpont Circle, Fresno, CA. 93730, together with Edward L. Glazebrook. as an individual guarantor of the duties of Global Financing Solutions (hereinafter Collectively, “ELG/GFS”).

Investor, and “ELG/GFS” are sometimes referred to herein by the word “Party”; and, sometimes collectively referred to herein as the “Parties”

1. Purpose of the Agreement: The purpose of this Agreement together with the Representations and Warranties attached hereto and incorporated herein by this reference as if set forth in full as Exhibit “A”, is to induce Investor to evidence the mere existence of cash and cash equivalents in the amount of One Hundred Million USD (\$100,000,000.00) in response to an inquiry of capability received from a prospective Contract Counter-Party’s bank. It is hereby expressly agreed that the name of the Contract Counter-Party (hereinafter, “CCP”) has not been disclosed to Investor; however, “ELG/GFS” certifies that the CCP is not suspected of being engaged in unlawful activity by an agency of a G-20 country.

The evidence of funds is not intended to be nor shall it act to be a commitment by Investor or its financial institution to either: transfer funds, pay for the purchase of any asset or services, block funds for any duration nor, suffer any lien, pledge hypothecation or call against the Investor’s accounts or the cash and cash equivalents held therein. The communication is merely intended and shall merely act as evidence of financial capability only.

With the advice of “ELG/GFS”’s independent legal, accounting and business advisors each of whom were consulted as to the nature of this Agreement, “ELG/GFS” desires to induce Investor to evidence their financial capability in the expectation that doing so shall result in one or more transactions that shall not subject Investor to any penal or pecuniary liability or perceptible risk of loss; and, that “ELG/GFS” shall benefit by the mere evidencing of Investor’s financial capability even though the cash and cash equivalents evidenced and/or Investor’s accounts shall not be subject to any lien, pledge, hypothecation or call of any nature whatsoever.

In consideration for Investor causing issuance and delivery of the Notice of Readiness to Proceed attached hereto and incorporated herein by this reference as Exhibit “B”, together with the delivery to escrow holder of a client Information Sheet; Authorization to Verify and Authenticate; Passport Copy; Affidavit of Non-Solicitation conforming to the requirements of Exhibits “D-1” through “D-4 inclusive; and, Investor providing evidence of financial capability from one (1) or more financial institutions as a letter or sanitized statement or bank letter to be attached as Exhibit “D-5”; and, Investor’s promise by this Agreement that in the event the CCP’s bank shall send a SWIFT™ Message of inquiry, Investor shall cause it’s financial institution acceptable to the CCP, to communicate the verbiage attached as Exhibit “B” by way of an MT799, or such other evidence of account requested by the CCP, “ELG/GFS” hereby promises, covenants, warrants and agrees to pay Investor a Financial Services Fee to be disbursed immediately upon the execution of this Agreement through escrow holder hereafter.

In addition to the above described Financial Services Fee, in the event Investor participates in a transaction offered by “ELG/GFS”’s designated CCP and executes agreements with the CCP in furtherance thereof, it is hereby agreed that Investor shall enter into the agreement in Investor’s sole name for the benefit of this Joint Venture with “ELG/GFS” being entitled to receive Sixty-Five Percent (65.0%) of the profits derived therefrom; and, Investor shall retain as its sole and separate property Thirty-Five Percent (35.0%) of the profits derived therefrom, with “ELG/GFS” being solely responsible to compensate the introducers and intermediaries. Concurrently with the execution of any trade contract or buy sell agreement; Investor if authorized by the CCP shall execute a Master Fee

Protection Agreement directing the payment of the above-mentioned compensation directly to "ELG/GFS".

It is hereby agreed that Investor has no personal knowledge of the underlying transaction nor the means, methods and procedures for its commencement. Notwithstanding the foregoing, in the event that Investor shall invest more than the sums required under this Agreement with the CCP introduced by "ELG/GFS", Investor shall pay to "ELG/GFS" an introducers' fee of Five Percent (5.0%) of the profits earn by Investor on the excess so invested.

2. **Promises, Covenants and Warranties of "ELG/GFS"**: In addition to those warranties and representations contained in the document entitled "Representations and Warranties" executed concurrently herewith and incorporated herein by reference as Exhibit "A", "ELG/GFS" hereby promises, covenants, warrants and agrees that no SWIFT™ communication shall be sent to the Investor's bank except by the CCP designated; and, that no SWIFT™ communication shall be sent to the Investor's bank without the prior written approval of Investor of the specific verbiage to be communicated thereto; and, the proposed verbiage of the CCP's bank communication to Investor's bank shall be delivered to Investor not less than forty-eight (48) hours in advance thereof for the Investor's prior approval of the verbiage to insure it conforms with the provisions of this Agreement. Investor reserves the right to first know who the CCP and CCP's Bank Officer is and to have the ability to communicate with the CCP and CCP's Bank Officer, prior to any communication to the Investors bank.

3. **Promises, Covenants and Warranties of Investor**: Investor hereby promises, covenants, warrants and agrees to cause it's financial institution acceptable to the CCP to respond to the CCP's bank inquiry of capability by way of communicating a MT799 SWIFT™ Message conforming to the verbiage attached hereto as Exhibit "B". Investor shall cause said financial institution to deliver the MT799 response set forth in Exhibit "B" within two (2) banking days of the CCP's bank inquiry being received.

4. **Term**: This Agreement shall commence upon this document being fully executed by both Parties and will remain active for the duration of any transaction triggered by "ELG/GFS" with a CCP introduced by "ELG/GFS" to Investor. The Investor hereby agrees to be prepared to evidence financial capability in the form of the MT799 response on a non-exclusive basis and or by executing a contract acceptable to Investor with the CCP which shall not in any way put Investors bank account or company at a perceptible risk of loss, who shall not be suspected of being engaged in unlawful activity by an agency of a G-20 country, and who was introduced by "ELG/GFS" for a period of ninety (90) days after this Agreement has been fully executed by both Parties. "ELG/GFS" shall be allowed to submit Investors information to only ONE (1) CCP during this term. If the transaction that was triggered by the CCP brought by "ELG/GFS" is not successful, this Agreement becomes null and void and must be renegotiated by both Parties. This Agreement shall expire upon the above ninety (90) day period from the contract effective date, unless a transaction triggered by "ELG/GFS" is successful, which this agreement will remain in effect for the remaining duration of the transaction triggered by "ELG/GFS".

5. **Payments**: Parties agree that all monies derived from any transaction triggered as a result thereof shall be fully accounted for by the receiving Party with immediate disbursement of profits to the other pursuant to the provisions of Section 1.

6. **Non-Disclosure & Non-Circumvention**: During the course of business the Parties may intentionally or inadvertently come to learn from the other as a result of the contemplated transaction, the names and contact information of the other Party's business associates, investors and lenders, including but not limited to individual's names, addresses, telephone, facsimile numbers, electronic mail addresses of the employees thereof; and, the means, methods and business dealings of the other Party, all of which constitutes valuable Proprietary Information and trade secrets belonging to the other Party (hereinafter, "Proprietary Information"), which the Parties intend be protected under.

the Uniform Trade Secrets Act as adopted in any jurisdiction having a rational relationship to the Parties and the subject matter hereof.

The Parties acknowledge and hereby promise, covenant, warrant and agree that the Proprietary Information of the other disclosed or, inadvertently learned by a Party is hereby recognized as the exclusive Trade Secrets of the other that shall be kept confidential. In the event that a disclosure of Proprietary Information is required other than as contemplated by this Agreement, the Parties promise one to the other that in advance of making a disclosure to any third person or entity of the other's Proprietary Information that they shall advise the other in writing of the need of such disclosure and inform the other of the justification thereof in advance of making any disclosure.

Prior to being given a right to disclose to any third person or entity Proprietary Information, the disclosing Party shall cause the third persons or entities to receive the Proprietary Information of the other, to execute a non-disclosure agreement for the benefit of the other in such form as shall be acceptable to the other and deliver a copy thereof to them. The Parties hereby promise, covenant, warrant and agree one to the other not to solicit or accept a solicitation for the conducting of any business with the third persons or entities that constitute the Proprietary Information of the other without the prior written consent of the other; and, shall cause similar promises, covenants and warranties to be contained in the non-disclosure agreement to be executed by the third persons or entities to whom Proprietary Information is desired to be disclosed.

7. **Remedies, Indemnification and Hold Harmless:** In the event that a Party or the privies thereof shall breach any promise, covenant, condition, provision, representation or warranty contained or incorporated herein by reference, the offending Party shall be liable for any and all actual, consequential and future monetary damages that may result therefrom as shall be proven as attainable or actually lost at the time of trial. It is hereby expressly understood, acknowledged and agreed that each of the promises, covenants, representations and warranties made or incorporated herein are material to the present and future business dealings of the other. In the event a claim be made by third persons or entities as a result of the acts or omissions of a Party hereto, the Party who's acts or omissions caused the claim shall retain at their sole expense, the legal counsel chosen by the other to defend the other against the claims of those third persons or entities; and, the Party who caused the act or omission which resulted in the action against the other hereby promises, covenants, warrants and agrees to pay any damages that may be awarded as a result thereof before the damage award constitutes a lien on the property of the other.

8. **Personal Jurisdiction, Venue and Attorney's Fees:** This Agreement will be subject to the laws of Switzerland and the Parties agree to personal jurisdiction therein with venue to be in the Canton of Zurich, City of Zurich, Switzerland. In the event litigation is commenced to enforce a legal or equitable right, the Party determined to be less at fault shall in addition to any monetary damages and equitable relief granted by the court be entitled to an award of attorney's fees and cost of suit.

9. **Waiver:** Any term or condition of this Agreement may be waived, but only by a written Waiver executed by the Party the term or condition was intended to benefit. Any purported oral Waiver shall be ineffective and invalid.

10. **Complete Agreement, Modification:** This Agreement sets forth the full and complete agreement of the Parties relating to the subject matter hereof. This Agreement may not be modified, except by a writing that is duly executed by all the Parties hereto.

11. **Survivability:** In the event a court of competent jurisdiction shall find a term, condition or clause of this Agreement to be unenforceable or void, the offending term, condition or clause shall be stricken as if it had never been a part hereof and the remainder of this Agreement shall be interpreted to effect the expressed intent of the Parties.

12. **Counterparts:** This Agreement may consist of one or more counterparts, which upon execution by all the Parties shall constitute one and the same instrument binding upon them. All duly executed facsimile or electronically transmitted documents when transmission is self-authenticating shall be considered as original documents and deemed delivered upon their electronic transmission.

13. **No Partnership Relationship – Tax Liability:** The Parties do not intend and this Agreement shall not create or give rise to a General Partnership Agreement that would cause one Party to have the right or power to bind the other Party to the provisions of any agreement with a third person or entity; or, grant to a Party the right to the separate dealings of a Party hereto. Each Party shall report separately and be solely responsible for the payment of any Income Tax, Value Added Tax or other tax or assessment that they may be liable for as assessed by any government or taxing authority having jurisdiction.

Executed and becoming binding on the Parties on the date last set forth below.

Global Financial Solutions, LLC

By: _____ Dated: _____
Edward L. Glazebrook, Managing Member

Edward L. Glazebrook

By: _____ Dated: _____
Edward L. Glazebrook

Investor

By: _____ Dated: _____

By: _____ Dated: _____

Exhibit "A"

Representations and Warranties of:

Global Financing Solutions, LLC (hereinafter, "GFS"); and, Edward L. Glazebrook acting as the President thereof and individually (hereinafter, "ELG").

ELG for and on behalf of GFS and himself individually hereby makes the following representations and warranties in order to induce *Investor* (hereinafter, Investor) to cause evidence that Investor has cash or cash equivalents in the amount of One Hundred Million USD (US\$100,000,000.00) at a recognized and respected financial institution; and, to cause evidence thereof to be communicated by way of a response to a bank inquiry initiated by the bank of the Contract Counter-Party (hereinafter, "CCP") to be introduced by GFS, to Investor's designated financial institution by way of an MT799 SWIFT™ message conforming to the verbiage attached hereto as Exhibit "B", or alternatively, by another reasonable means to the satisfaction of the CCP.

ELG and GFS warrant that each representation of fact and warranty contained herein shall be deemed to be independently material and independently relied upon by Investor as an inducement that shall cause Investor to evidence the existence of their financial capability. Notwithstanding that Investor may not conduct an investigation into the representations and warranties set forth herein even with knowledge of facts now known or hereafter discovered that would give rise to "Inquiry Notice". It is expressly agreed that Investor and Investor's associates shall be under no duty to perform an investigation into the representations herein, which representations are warranted by ELG and GFS to be true and correct.

1.01 Organization and Qualification. GFS is the owner of the financial services fee to be paid to the Investor and intermediaries free of any claims of right by any third person or entity.

1.02 Authorization. GFS and ELG have all necessary power and authority to enter into and perform the transaction according to the Evidence of Account – Joint Venture Agreement.

1.03 Enforceability. Upon execution of the Evidence of Account – Joint Venture Agreement, Escrow Instructions and any ancillary documents executed by ELG, such shall be the valid and binding obligations of GFS enforceable in accordance with their terms.

1.04 Conflicting Obligations. The execution and delivery hereof does not and the provisions and consummation of the transactions described in the Evidence of Account – Joint Venture Agreement and Escrow Instructions will not:

- a. Conflict with or violate any provisions of any agreement GFS may have executed;
- b. Conflict with or violate provisions of or result in the maturation or acceleration of any obligations under any contract or order that GFS is subject; or,
- c. Violate any restriction or limitation and shall not give to any third person or entity a cause of action for damages of any kind against Investor.

1.05 Third Party Consents. No third party consents, approvals or authorizations are necessary for the execution and consummation of the Evidence of Account – Joint Venture Agreement and/or Escrow Instructions.

1.06 Licenses – Compliance with Law. GFS is in compliance with the terms and conditions of any license under which it conducts business or plans to conduct business. GFS shall only engage in transactions for which it is licensed. GFS warrants that neither the execution hereof, the Evidence of Account – Joint Venture Agreement, nor the consummation of the transactions contemplated will

Evidence of Account – Joint Venture Agreement

Initials: _____

result in the revocation, or an adverse change in the terms or conditions of GFS's licenses, and all licenses shall continue in full force and effect in accordance with their present terms unaffected by the consummation of the transactions contemplated. GFS is not in default under any law, license or order.

1.07 Covenant Not to Incur Liability. GFS shall not cause the Investor, the Investor's account or funds therein, the Investor's bank or its officers to incur any liability or obligation as a result of GFS's use of the documents Investor shall deliver to escrow holder. Investor's documents: (1) shall not be evidenced by GFS for unlawful purposes; and, (2) shall not be distributed to anyone other than the designated CCP. ELG and GFS shall insure that Investor's cash and cash equivalents shall not be subject to any lien, pledge, hypothecation, demand or call of any nature whatsoever; and, Investor's identity not subject to theft or misappropriation.

1.08 No Restrictions. There is no action, proceeding or investigation in any court or before any governmental authority pending or threatened against GFS that seeks to enjoin or obtain damages with respect to the consummation of the type of transaction as contemplated by GFS's with the CCP.

1.09 Title to Compensation and/or Fees. The financial services fee to be paid to Investor and introducers shall be from funds earned by GFS derived from legal sources, with all taxes paid, free and clear of encumbrances and third party rights or claim of right of any kind or nature whatsoever.

1.10 Brokerage. GFS has not incurred, or made commitments for any brokerage, finders' or similar fee in connection with the transaction contemplated that would constitute an obligation secured by the monies to be paid to Investor as a financial services fee or from the profits from the transaction. All such introducers' fees and commissions shall be the sole responsibility of GFS.

1.11 Financial Sophistication; Expert Advice. ELG and GFS are Accredited Investors as that term has meaning pursuant to Rule 501 of Regulation D of the United States Securities Act of 1933 as amended; and, have substantial financial expertise. GFS has received from their own investment, financial, business, tax, banking and legal advisors, detailed advice and consultation with regard to the contemplated transaction; and, the fact that ELG nor GFS shall have no right to cause the funds evidenced by Investor to be subject to any lien, pledge hypothecation or call of any nature.

GFS has not requested; and, the Investor and the Investor's associates have not offered to give and have not given any investment, financial, business or legal advice to, GFS, or any third person or entity associated with ELG or GFS, nor have they rendered an opinion that the services requested by GFS to be provided by Investor are suitable to GFS's intended purpose.

1.12 No Attempts to Withdraw or Encumber Funds Evidenced. ELG and GFS promise, covenant, warrant and agree to do no act or undertake any actions that would result in: (1) a demand being made for withdrawal or demand for payment of monies from the Investor's Account(s); or, (2) a lien or other encumbrance to be attempted to be perfected thereon. Moreover, it is expressly agreed that no communication shall be requested by ELG or GFS, and Investor's financial institutions shall not perform any act or make any communication on behalf of ELG or GFS that would subject the assets of Investor to even a perceptible risk of loss.

ELG and GFS shall not cause there to be made any check or draft drawn against the accounts; and, shall insure that no third party security interest, lien, claim, pledge or encumbrance (perfected or unperfected), is levied or threatened to be levied against Investor's funds and/or Investor's accounts.

ELG and GFS is merely given the right to evidence Investor's account(s) without the ability to bind by contract or otherwise either the Investor or Investor's Account to a third person or entity.

1.13 Use of the Proof of Funds. ELG and GFS promise, covenant, warrant and agree to utilize Investor's evidence of funds for lawful purposes only. In anticipation that Investor may opt not to participate in an opportunity that may be offered to GFS after Investor has evidenced their financial capability, ELG and GFS hereby promise, covenant, warrant and agree not to enter into any

agreement with the CCP absent GFS having an ability to perform their duties under that agreement independently of the Investor's financial capability evidenced; and, to do no acts that will subject the Investor's Account(s), the cash and cash equivalents therein, the Investor, the Investor's financial institution or Investor's employees, officers and directors to penal or pecuniary liability.

1.14 Indemnification and Hold Harmless. ELG and GFS promise, covenant, warrant and agree that in the event a claim be made by third persons or entities as a result of ELG or GFS's use of Investor's evidence of financial capability, or any other acts or actionable omissions of the, GFS or their privies, that ELG and GFS shall indemnify, defend and hold harmless Investor, Investor's financial institution and the introducers (hereinafter, "Indemnitees") there from; and, ELG and GFS shall retain at their sole expense, the legal counsel chosen by Indemnitees to defend against the claims of any third persons or entities; and, in the event that a judgment be awarded against Indemnitees due to the acts or actionable omissions of ELG or GFS or their privies, ELG and GFS hereby promise, covenant, warrant and agree to pay any damages that may be awarded before the judgment becomes a lien on the property of Indemnitees.

1.15 No Representation as to Underlying Transaction. ELG and GFS expressly certify and warrant that GFS has: (1) sought and requested Investor to evidence financial capability in order to pursue possible business opportunities that may be offered to GFS from the CCP as a result thereof; (2) independently identified the CCP; (3) independently identified a subsequent purchaser of the goods or services that may be offered to GFS by the CCP; (4) independently arranged for a means other than Investor's financial capability to conclude the transactions that may be offered; (5) performed independent due diligence on the CCP and subsequent purchaser each of whom have remained unidentified to Investor and Investor's privies with ELG and GFS being satisfied as to their capability to perform under the contracts that shall hereafter be delivered; (6) concluded that the payment to Investor of the compensation identified in the Evidence of Account – Joint Venture Agreement and the compensation to be paid separately to the introducers and intermediaries is reasonable in light of the totality of the circumstances; and, (7) not requested and the Investor, Investor's associates nor the introducers and intermediaries have not rendered an opinion that Investor's mere evidencing of capability is suitable for GFS's intended purposes.

1.16 Time, Place Manner Restrictions on Verification. ELG and GFS acknowledges that repeated and uncontrolled inquires to verify the Investor's financial capability can become burdensome to the financial institution and the officers thereat; and, could cause the financial institution and/or the officers thereof to ask for a closure of Investor's Account(s) and put Investor's very relationship with its financial institutions in jeopardy as well. Consequently, GFS hereby promises, covenants, warrants and agrees that verification of Investor's financial capability to which Investor shall cause the affirmative response in the form of the SWIFT™ MT799 message shall be communicated to Investors Bank on one (1) occasion only and from the designated bank of the one (1) designated CCP to hereafter be identified to Investor. ELG and GFS hereby promise, covenant, warrant, and agree that no SWIFT™ communication shall be sent to Investor's financial institution without the prior written approval of Investor of the specific verbiage to be communicated thereto.

Notice of a pending inquiry by the CCP's bank shall be delivered by GFS to Investor in writing not less than forty-eight (48) hours in advance thereof. The notice shall identify the name of the bank and officer thereat making the inquiry; the name and business address of the company the inquiry is being made on behalf of; telephone and facsimile numbers of the person at the company on whose behalf the bank inquiry is being made; and, the acceptability of an alternative verification of capability means.

1.17 Consequences of a Material Breach. ELG and GFS warrant and agree that each representation of fact and warranty contained hereinabove shall be deemed to be independently material and independently relied upon by Investor as an inducement that shall cause Investor to evidence ownership or control over the amount of One Hundred Million USD (US\$100,000,000.00) or more of cash or cash equivalents.

In the event Investor discovers or is caused or threatened harm as a result of a material breach of any of the representations and warranties set forth herein including the suspicion that criminal activity is afoot, notwithstanding that such representations and warranties are indemnified by the provisions of Section 1.14 above, Investor shall deliver to GFS written notice of the event(s) or occurrence(s) constituting the harm or risk of harm and allow GFS two (2) days from the receipt of such notice to remedy the threat of harm or the breach (if possible). In the event that GFS shall not be able to remedy the threat of harm or breach within that period of time to the satisfaction of Investor, Investor may at its sole option, in addition to any other remedies available at law or in equity to be sought thereafter, terminate GFS's ability to evidence its capability to the CCP, whereupon Investor, escrow holder and the introducers and intermediaries shall have no further duty to ELG or GFS.

Global Financing Solutions, LLC

By: _____
Edward L. Glazebrook, Managing Member

Dated: _____

Edward L. Glazebrook

By: _____
Edward L. Glazebrook

Dated: _____

Exhibit "B"

Response to CCP's Bank Inquiry By SWIFT™ Message

By SWIFT™ MT799 Message

Date :
To :
Bank :
Address :
Account Name:
On behalf of :
Account No. :
Swift :
Tel/Fax :
Officer :

We, Sudtirol Bank, hereby acknowledge our receipt of your inquiry with regard to our account holder Malom Group AG. We hereby confirm with full responsibility that our account holder is capable of engaging with your account holder in an amount of not less than One Hundred Million USD (\$100,000,000.00); and, we are prepared to follow the instructions of Malom Group AG with regard thereto.

We confirm that the cash and cash equivalents of Malom Group AG are good, clean and are of a non-criminal origin.

This is a valued account in good standing at Sudtirol Bank and we verify the capability of our account holder as stated above.

This confirmation is issued by the instructions of our account holder *Investor* in furtherance of their relationship with Global Financing Solutions, LLC

Exhibit "C"
Notice of Readiness to Proceed

25 July 2011

M.Y. Consultants Inc.
Anthony Brandel
2780 S. Jones, Suite 215
Las Vegas, NV. 89146

Via Electronic Mail
tony@myciv.com

For Further Delivery To: Global Financing Solutions, LLC

Re: Notice of Readiness to Proceed.

We are pleased to advise you, that in reliance upon the promises, covenants, warranties and agreements contained in the Evidence of Account – Joint Venture Agreement inclusive of the Representations and Warranties attached as Exhibit "A", that we are prepared to cause our financial institution to accept and respond to an inquiry as to our capability to engage in a risk free transaction in an amount equal to One Hundred Million USD (\$100,000,000.00). Evidence of our financial capability is attached for your review

Upon receipt of an inquiry to our financial institution by SWIFT™ message from the bank of the Contract Counter-Party to be identified by you hereafter, a person or entity that is not suspected of or deemed engaged in unlawful activity by an agency of a G-20 country, we shall immediately cause Sudtirol Bank to issue a SWIFT™ message conforming to the verbiage of Exhibit "B" of the Evidence of Account – Joint Venture Agreement.

Please instruct the Contract Counter-Party you have identified to direct all inquiries as to our financial capability to our financial institution as follows:

In order to insure proper and timely response, Global Financing Solutions, LLC., is to advise us of the form of the SWIFT™ message expected to be communicated; provide to us the verbiage of the SWIFT™ message that will be communicated; advise us of the name of the bank that will communicate the SWIFT™ message, as well as, the name of the Contract Counter-Party on whose behalf the bank inquiry is being made; and, advise us of the date and approximate time that the SWIFT™ message will be transmitted to our financial institution not less than forty-eight (48) hours in advance thereof.

In addition to the Proforma verbiage of the SWIFT™ Message we are prepared to cause to be issued in response to an inquiry, we hereby attach Exhibits D-1 through D-5 inclusive.

We thank you for the opportunity to be of service to you.

(Name of Investor)

By: _____
(Name and Title of Signatory)

CLIENT INFORMATION SHEET

(Investor)

Transaction Code :

Client Ref No :

In accordance with Articles two (2) through five (5) of the Due Diligence Convention and the Federal Banking Commission Circular of December 1998, concerning the prevention of money laundering, and Article 305 of the Swiss Criminal Code, the following information may be supplied to banks and/or other financial institutions for the purpose of verification of identity and activities of the investing Member, and the nature and origin of the funds which are to be utilized. I hereby authorize you to verify this information supplied by me. All information provided herein will be treated in a private and confidential manner.

1. Client Name (Signatory) :
2. Citizenship/ Nationality :
3. Date of Birth :
4. Federal ID Number (if any) : To be provided upon receipt of an acceptable contract
5. Home Address : To be provided upon receipt of an acceptable contract
6. City, State & Country : To be provided upon receipt of an acceptable contract
7. Home Telephone No. : To be provided upon receipt of an acceptable contract
8. Home Facsimile No. : To be provided upon receipt of an acceptable contract
9. Cell / Mobile Telephone No. : To be provided upon receipt of an acceptable contract
10. E-mail Address :
11. Passport Number :
12. Passport Issuing Date :
13. Passport Expiration Date :
14. Business/Company Name :
15. Address :

- 16. City & State :
- 17. Domicile & Registry No. :
- 18. Business/Company Phone No:
- 19. Business/Company Fax No :
- 20. E-mail Address Company :
- 21. Prime Business Activity :
- 22. Legal Advisor/Law Firm:
- 23. Address :
- 24. City, State, Post Code :
- 25. Telephone Number :
- 26. Facsimile Number :
- 27. E-mail address :
- 28. Bank Information
 - Name of Bank :
 - Branch :
 - Street Address :
 - City / Country :
 - Post Code :
 - Bank Officer / Title :
 - Telephone Number :
 - Facsimile Number :
 - Account Name :
 - Account Number :
 - Account Signatory :
 - SWIFT Code :

ABA / Sort Code :

29. Funds available for this transaction: USD\$ One Hundred Million (\$100,000,000.00)

30. Clients Account where Profits are to be paid

Name of Bank: To be provided upon receipt of an acceptable contract

Bank Address: To be provided upon receipt of an acceptable contract

31. How were funds earned (i.e. Origin)?

32. Are funds free and clear?

All electronic transmissions (i.e. facsimile, email, etc.) of this Client Information Sheet, or any other associated document(s) shall be considered as legal, binding and enforceable instruments, treated as an original copy.

The undersigned hereby affirms, under penalty of perjury, that all information given hereon is accurate and true.

X _____

Date: _____

Client's Full Legal Name:

Passport No.:

Country:

Expiration Date:

Corporate Seal

Exhibit D-2

Authorization to Verify and Authenticate

25 July 2001

Global Financing Solutions
10296 N. Pierpont Circle
Fresno, CA. 93730

Attn: Edward L. Glazebrook

Dear .Mr. Glazebrook

We, the undersigned, hereby confirm with full corporate authority and responsibility that we shall authorize the Contract Counter-Party you shall identify hereafter, to verify and authenticate our Cash and Cash Equivalents attached hereto as Exhibit "D-5" and presently credited with Sudtiro Bank in advance of our causing a SWIFT™ Message confirming our financial capability in the amount of One Hundred Million USD (\$100,000,000.00) being communicated from Sudtiro Bank

Please cause the Contract Counter-Party you wish for us to engage with, to contact me at least forty-eight (48) hours in advance of his verification so that I can advise him of the contact information for our bank officer, as well as, notify our bank officer of who will be contacting him to insure their call will be warmly received

Signature Date: ____/____/10

Name:

Title:

Company:

Passport No. _____

Country of Issue: _____

FED I.D. #: To be provided upon receipt of an acceptable contract

Corporate Seal:

PASSPORT COPY

PASSPORT
HOLDER'S
PHOTOGRAPH

PROVIDE COPY ENLARGED - PICTURE MUST BE CLEAR AND NOT DARK

**ENLARGE & LIGHTEN (USING PHOTO SETTING).
Color scan the Passport into your computer at a high resolution and send via email in the JPEG format.**

Exhibit D-4

(Must be on Letterhead of Signatory)

AFFIDAVIT OF NON-SOLICITATION

To: Compliance Department

Transaction Reference:

Re: Participation in Structured Private Financial Opportunity

I, Hans-Jurg Lips as Account Signatory for Malom Group AG do hereby confirm that I have specifically requested of you for my sole personal use and/or education information, as well as, that of Global Financial Solutions, LLC., documents, materials and/or contacts regarding private placement business transactions. I fully understand and agree that this is not intended to be and must not be in any form and/or manner construed to be a solicitation of investment funds and/or an offer to buy and/or to sell securities. Further I am an experienced, exempt and qualified investor as defined by the U.S. Securities Act of 1933 and any and all amendments.

I understand that any transaction contemplated by me as a result of receiving any items is strictly one of private placement, and is in no way relying upon, or relating to, the United States Securities Act of 1933, as amended, or related regulations, and does not involve the sale of securities.

Further, I hereby represent that I am not an informant, nor am I associated with any Suisse government agency or agency of the United States of America, such as the Secret Service, Internal Revenue Service, Federal Bureau of Investigation, Central Intelligence Agency, Securities and Exchange Commission, Banking Commission, nor any other country, nor any other agencies whose purpose is to gather information regarding such offerings.

I agree and declare that you have disclosed that you are not a licensed Security trader, attorney, bank officer, certified public accountant or financial planner. Any information, documents, work product, contacts provided or services conducted hereunder is that of a private individual and that this is a private and confidential business transaction that is exempt from the Securities Act and any amendments there of and not intended for the general public but for Private Use only.

By signing this document, I agree, acknowledge and accept that this information is solely for my use only and I agree to keep this information, documents, materials and contacts provided private, confidential and protected from any and all third parties and further distribution and/or disclosure.

I attest, of my own free will and without any coercion and/or inducement of any kind from anyone, that my receipt and use of the requested information, documents and contacts provided is to be considered and accepted without exception as "proof positive" that I "specifically" requested said information and that at no time was I or any of my associates solicited in any form or manner by you, your company or any of your associates or any third parties.

I understand, agree and accept that any and all electronic transmissions (i.e. facsimile, email, etc.) of this document shall be considered as legal, binding and enforceable instruments, treated as originals.

I, the undersigned, hereby attest, acknowledge and certify under penalty of perjury that I have fully read and understand all of the above and that by my signature below, I agree and accept with full legal responsibility all statements made herein.

X _____

Date:

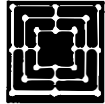
Printed Name:

City/State:

Passport Number:

Country of Origin:

Exhibit D-5
(Proof of Funds in the Form of an Institutional Letter or Statement)



CV Hans-Jürg Lips

March 2009 - Current: Malom Group AG, Thalwil, Switzerland, Chairman – Head of Structured Finance

HSH Nordbank AG, London
July 2007 - March 2009 Head of Structured Credit, Managing Director

WestLB AG, London
July 2004 – June 2007 Credit Structuring Europe, Deputy Head, Managing Director,

Bank of America N.A., London
August 98 – June 2004 Structured Credit Products/Global Structured Products:
Managing Director, Head of Structuring EMEA

Union Bank of Switzerland, London
January 97 – August 98 Credit Derivatives and Emerging Markets Structured Products:
Deputy Head Europe, Executive Director

Union Bank of Switzerland, Zurich
June 94 - December 96 Head Asset- and Liability Management Consulting:
Vice President
November 93 - May 94 Head of Marketing Fixed Income Derivatives
Vice President
September 91 - October 93 Risk Management Advisory: Assistant Vice President
August 89 - August 91 Head of Swap Administration:
July 88 - July 89 Member of Swap administration:
December 86 - June 88 Traineeship

Additional: Writer of several published articles and guest speaker at various conferences about risk management, risk control and derivative instruments

Holding an MBA of Aston Business School, Birmingham





Malom Group AG

25 July 2011

To Whom It May Concern

Re: References (*no inquires without prior knowledge of who will be making the inquires*)

The following is, a list of deals that I played an intricate part in.

WestLB - Carnuntum: 2007 €1bn High Grade CDO backed by portfolio of ABS and CDO transactions with an average AA- rating
Contact: Gavin Doyle, MD at WestLB

WestLB - Silver Birch: 2005 €300mio CLO Leveraged Loan backed by portfolio of secured loans with an average BB rating
Contact: Gavin Doyle, MD at WestLB

WestLB - Rheinwest Funding: 2004 - 2007 In excess of €1bn repackaging of a variety of underlying assets such as loans, bonds, promissory notes, from corporate, financial and governmental obligors or backed by real estate
Contact: Gavin Doyle, MD at WestLB

Gavin Doyle can be reached at this office - +44 20 7020 7904 or cell - + [REDACTED]

Individual reference that worked with Hans-Jurg Lips

Bank of America

Merrill Lynch - Euopean HQ: Christoph Gugelmann
Head of EMEA Fixed Income Structured Solutions Sales
2 King Edward Street
London, United Kingdom
Main Tel: +44.0.20.7628.1000
Direct Tel: +44
Mobile: Tel: + [REDACTED]
Email: christoph.gugelmann@baml.com

The link is to the FSA to show is licence status:
<http://www.fsa.gov.uk/register/indivBasicDetails.do?sid=388856>

Hans-Jürg Lips
Member of the Board

MALOM GROUP AG

Mobile: [REDACTED] Tel: + [REDACTED]
Fax: +4143 210 8588
Email: hjl@malomgroup.com

Registered at:
Weidstrasse 4
CH-8808 Pfäffikon SZ

Telephone: +41 (43) 210 85 85
Facsimile : +41 (43) 210 85 88

Administrative Offices:
Seestrasse 185
CH-8800 Thalwil-Zurich

SEC-Glazebrook-E-0000074

INVESTOR AGREEMENT

THIS AGREEMENT (this "Agreement") is dated as of July 25, 2011 by and between:

Global Financing Solutions, LLC a California Corporation (the "Investor"); and,

Island Breeze International, Ltd (the "Obligor"); and,

Malom Group AG, a Switzerland Corporation ("Malom"), who for purposes of its duties and obligations under this Agreement has subjected itself to jurisdiction in the State of Florida.

It is understood that the effectiveness of this Agreement is subject to the Escrow Deposit with Commercial Escrow Services, identified as escrow number 39-6527-AH, in the amount of Five Hundred Thousand USD (\$500,000.00) being released to Malom Group AG ("Commencement Date") as stated in the "Joint Escrow Instructions" executed by all parties.

WHEREAS, the Obligor seeks to enter into a transaction or series of transactions with Malom with respect to funding of a certain US\$12.5 Million debt offering to be made by the Obligor in the form of a structured note (the "Note") that is to be underwritten and thereafter privately placed to subscribers by Malom (the "Transaction").

WHEREAS, in order for Malom to among other things, underwrite, credit enhance and securitize the Note; cause the Note to be listed on a Western European exchange; and privately place the Note to subscribers with whom it enjoys pre-existing relationships, it is necessary for the "Obligor" or a third party to pay and deposit US\$500,000.00 (the "Deposit") with Malom to be used for certain due diligence and associated costs for the scope of duties Malom will perform for the "Obligor" in furtherance of the Transaction as set forth in the "Funding Commitment" executed by and between Malom, Obligor, Investor on July ____, 2011 (the "Commitment")

WHEREAS, the Investor is able and willing to pay the Deposit in connection with the Transaction under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions contained herein, the parties agree as follows:

1. The Deposit; Success Fee.

(a) Upon the Investor's execution of this Agreement and the Joint Escrow Instructions; as well as, Investor's acceptance of the Curriculum Vitae for Hans-Jurg Lips, the "Funding Commitment" and "Guarantee on Underwriting Fee", (collectively, "Transaction Documents"), Investor shall cause the US\$500,000.00 Deposit to be transferred to the escrow account number 39-6527-AH of Commercial Escrow Services, Inc. ("Escrow Holder"). The Deposit will be kept, in escrow in the "Escrow Holders" account awaiting receipt and approval of the "Funding Commitment" to hereafter be issued by Malom.

(b) After the "Escrow Holder" receives the fully executed "Joint Escrow Instructions", Malom shall issue the final, executed "Funding Commitment" to the Obligor and

“Investor”. Upon the Obligor and the Investor's approval and all parties have executed said “Funding Commitment”, the Escrow Deposit will then be released to Malom subject to the terms and conditions of the “Funding Commitment” and “Joint Escrow Instructions”. Upon the transfer of the Deposit to Malom's control, Commercial Escrow Services shall have no further obligation to any party.

(c) For making the Deposit available for the benefit of the “Obligor”, in the event Malom's efforts are successful and the Transaction is consummated pursuant to the terms of the “Funding Commitment” or terms acceptable to the Obligor, Malom agrees that the Investor will receive from the “Obligor” from the first proceeds made available through Malom's efforts: (i) reimbursement of the Escrow Deposit in the amount of Five Hundred Thousand US Dollars (US\$500,000.00); and, (ii) a success fee in the sum of _____ (US\$0.00) which is expected to be paid in or about 90 days after Malom receives the Escrow Deposit. Malom and Obligor agree that the investor shall be paid from the funding proceeds, an additional consideration of One Thousand US Dollars (\$1,000.00) per day for every day past the ninetieth (90th) day following the “Commencement Date” until the investor is paid back in full. Investor reserves the right to request his principle investment to be returned on or after the ninetieth (90th) day following the “Commencement Date”, at which time the additional consideration shall end.

(d) In the event Malom's efforts are not successful and the Transaction is not consummated pursuant to the terms of the “Funding Commitment”, or terms acceptable to the Obligor, the Investor shall receive from Malom: (i) return of the Deposit in the amount of Five Hundred Thousand US Dollars (US\$500,000.00); and, (ii) in the event the Deposit is not returned by the ninety-first (91st) day following the “Commencement Date” Malom agrees to pay Investor six and one-half percent (6.5%) annual interest prorated for the period of time following the “Commencement Date”.

2. Governing Law; Venue. It is hereby agreed that "Investor" shall have the right and power to enforce the refund of the "Underwriting Fee" described above exclusively in the courts of the State of California, and Malom Group AG accepts personal jurisdiction therein for that limited purpose

3. Reviewed by Attorneys. The Investor represents and warrants to the Obligor that it (a) understands fully the terms of this Agreement, the Initial Documents and the Transaction and the consequences of the execution and delivery of this Agreement and related documents, (b) has been afforded an opportunity to have this Agreement reviewed by, and to discuss this Agreement and any other document to be executed in connection herewith with, such attorneys and other persons as the Investor may wish, and (c) has entered into this Agreement and will execute and deliver all other documents in connection herewith of his own free will and accord and without threat, duress or other coercion of any kind by any person.

4. Miscellaneous.

(a) This Agreement sets forth the entire agreement and understanding between the parties hereto respecting its subject matter and supersedes any and all prior and contemporaneous agreements, understandings and communications, written and oral, respecting such subject matter.

(b) This Agreement may not be modified except by the written agreement of the parties.

(c) This Agreement may be executed in multiple counterparts which, taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Investor Agreement as of the date first above written.

Accepted By:

Island Breeze International, Ltd

By: _____
Bradley T. Prader
Title: CEO

Dated: _____

Global Financial Solutions, LLC

By: _____
Edward L. Glazebrook
Title: Managing Member

Dated: _____

Malom Group AG

By: _____
Hans-Jurg Lips
Title: Chairman – Head of Structured Finance

Dated: _____

July 25, 2011

TO: Malom Group AG.

Re: Joint Venture for transaction opportunity

I Edward L. Glazebrook am requesting Malom Group AG, to facilitate a transaction that I will be introducing to Malom. I fully understand that I nor any Contract Counter Party (hereinafter, "CCP) will not be able to bind Malom in any fashion, nor be able to deplete, encumber or move any of Malom's cash or cash equivalents. I fully understand that it is my sole responsibility to find a transaction, and that Malom will not suggest or introduce any transactions or CCP to me.

I Edward L. Glazebrook expressly certify and warrant that I: (1) sought and requested Malom to evidence financial capability in order to pursue possible business opportunities that may be offered to me from other sources as a result thereof; (2) independently identified the transaction; (3) independently arranged for a means other than Investor's financial capability to conclude the transactions that may be offered; (4) performed independent due diligence on the transaction and of which have remained unidentified to Investor and Investor's privies with me being satisfied as to the capability to perform under the contracts that shall hereafter be delivered; (6) fully understand that Malom or M.Y. Consultants Inc. has not charged me any fee for this service, and that any compensation shall be derived from the transaction brought forth (7) have not requested and the Investor, Investor's associates nor the introducers and intermediaries have not rendered an opinion that Investor's mere evidencing of capability is suitable for my intended purposes. (8) have taken full responsibility for any outcome of any transaction that I attempt during my term as a participant in the Joint Venture Agreement with Malom; and, (9) have fully read and agree with Joint Venture Agreement.

I thank you in advance for your assistance.

Edward L. Glazebrook

Edward L. Glazebrook



Malom Group AG

25 May 2011

Island Breeze International, Ltd

Re: Structured Fianancing

Malom Group AG would like to thank you for your request in assisting you with your funding needs. To make this an easy process for you, we have structured this so that it would not take any more time, effort and factual data required to apply for a conventional loan. We have included a complete description of how the entire process works, so that you have a full understanding of what will take place to fund your project. Also attached for your review is the company history and Curriculum Vitae of Hans-Jurg Lips, the company's Chairman and Head of Structured Finance.

As you can see from Mr. Lips' curriculum Vitae, until his joining Malom in March of 2009, Mr. Lips has had a distinguished career in banking. However, Mr. Lips banking career was not that of a typical bank officer you may meet in your local bank branch. Rather, Mr. Lips entire career was centered around "Structured Finance".

"Structured Finance" may seem to be something unknown to you, but in fact you are a party to it every day. The mortgage on your home, the payment you make on your car and indeed the payments you make on your credit card are all payments being made by you to your lender yes, but in most instances, your lender has securitized your debt and sold it as a "Collateralized Debt Obligation" (hereinafter, "CDO") to allow your lender to recapture the principal amount of the loan they made to you; and, to make an immediate profit from the present sale of the future income represented by your debt until it's maturity.

In other words, the principal and interest of your debt that represents a monthly stream of income to the lender is combined with hundreds if not thousands of similar types of loans or leases to become the underlying asset to a note or bond issued by your lender that is sold to others in specific denominations. Not always but in many instances, the issuer or the issuer's underwriter will guarantee to make a market for the securities in order to insure that the initial buyers have access to liquidity in the event they have a need for cash. Thereafter, as payments of principal and interest are collected by the lender from the loans or leases underlying their securitized note or bond, the lender retains for themselves a servicing fee and disbursed the balance for distribution to the bondholders of record.

As you have undoubtedly discovered since July of 2009 conventional lending has all but come to an end even for the highest of credit rated individuals and corporations.

Registered at:
Weidstrasse 4
CH-8808 Pfäffikon SZ

Telephone: +41 (43) 210 85 85
Facsimile : +41 (43) 210 85 88

Administrative Offices:
Seestrasse 185
CH-8800 Thalwil-Zurich

SEC-Glazebrook-E-0000065

The present lending environment is of course the product of the collapse of the United States real estate market fueling a systemic threat to not only the United State's economy, but the economies of every nation.

Conditions are beginning to improve, however, regulations being adopted to insure that the past is not repeated are actually slowing the recovery due to the fact that banks must rebuild their balance sheets. By way of example the world's banks are being required not only by their central banks but as a result of the most recent guidelines adopted by the Basel Committee on Banking Supervision ("Basel III"), to enhance their balance sheets and increase their Tier I capital. (See, http://en.wikipedia.org/wiki/Basel_III).

In order to increase their Tier I capital, banks are not lending on anything they cannot sell to their central banks, other governmental agencies or securitize on a non-recourse basis. This is the reason why the United States Federal Reserve's "Fed Funds Rate" is presently at ten basis points (0.10%) (See, <http://www.bloomberg.com/markets/rates-bonds/key-rates/>). The Federal Reserve is giving Federally Chartered Banks access to cheap money to enhance their profitability to prop up their Tier I capital. Clearly, a major money center bank's failure could not be absorbed by the Federal Deposit Insurance Corporation and the compensation to account holders of only US\$250,000.00 per account would result in a tidal wave of business failures. The consequential mass firings of employees would cause the economy of the United States to implode and an economy based on consumer spending would come to a grinding halt.

Likewise is the case in the United Kingdom, where the Bank of England is charging their member banks a mere one-half of one percent (0.50%) fifty (50) basis points for funds (See, <http://www.bloomberg.com/markets/rates-bonds/government-bonds/uk/>); and, the European Central Bank is presently making funds available to their member banks at a mere one percent (1.0%) (See, <http://www.bloomberg.com/markets/rates-bonds/government-bonds/germany/>).

With mounting foreclosures continuing to erode bank's Tier I capital, banks simply cannot take the risk that new loans will result in sustained mounting losses and in order to insure that they can control losses they are just not lending money except as stated above, where the debt can be subsequently sold on a non-recourse basis.

The Role of Malom Group AG:

Malom Group AG is not a lender of money. Yet through Hans-Jurg Lips and the pre-existing relationships he has forged during his 23 years in banking of which 16 of those years were in the highly specialized field of creating and marketing of Structured Financial Instruments, we give you access to the countless trillions of United States Dollars under the control of others who are also not lenders of money. They are the Hedge Funds, Insurance Companies and Pension Plans that by their mandates are the purchasers of Fixed Income Securities.



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Malom Group Ag acts as the underwriter and market-maker for fixed income securities issued by you as an obligor, securitized by the assets of your project either now owned or that will after the sale of your bonds be acquired by you. To that end, we prepare the Offering Memorandum and Term Sheet, in the event that credit enhancement is necessary we secure the same; and, if a principal guarantee is required we do the same.

Upon preparing the offering memorandum which involves an analysis of the proposed project from a cost basis, identifying the collateral presently owned or to be acquired with the proceeds from the bond sales, as well as, an in depth analysis of the pro forma income and expenses over the life of the bond to be issued with certification by a recognized and respected feasibility expert, the pro forma offering memorandum is presented to potential purchasers with whom we enjoy a pre-existing relationship for their tentative expression of interest and feedback to the enhancement to be required.

Once we have identified the marketability of the offering, we then undertake to secure the credit enhancement (if required), as well as principal protection (if necessary) to enable to the securities to be purchased.

In addition to the foregoing, we shall cause the Instruments to be issued to be identified for listing on one or more of the Borse Exchanges in Europe to provide access to liquidity for the initial purchasers and subsequent purchasers thereof.

Upon the bonds being sold, the funds will go to a third party disbursement agent to be disbursed by them pursuant to your instructions according to the line-item breakdown that you provided to us that was made a part of the offering memorandum. This insures the bond purchasers and the credit enhancement providers that the monies are being utilized for their intended purposes while giving to you the flexibility to implement your business model. With each disbursement of funds, the collateral provided at inception of the bond sale, even if intangible intellectual property is being enhanced in value

Notwithstanding the foregoing, the offering memorandum will allow for reimbursement of any hard costs and soft costs incurred by you in furtherance of the project prior to sale of the bonds, as the funds expended by you constitutes value to the bondholders.

Even though an Underwriting Fee is required to be paid in advance of commencement of the scope of Malom's work, Malom Group AG is so certain of their ability to secure the funding on your behalf that if it issues a Letter of Intent that induces the payment of the Underwriting Fee, Malom Group AG and Hans-Jurg Lips personally will by a separate writing guarantee that in the event Malom is unsuccessful in obtaining funding to your satisfaction through the bond sales within ninety (90) days, that it will refund the entire Underwriting Fee without any deductions or withholdings of any nature whatsoever even though costs and fees will have been paid by Malom on your behalf.



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SEC-Glazebrook-E-0000067

Similar to a loan, upon the payment of principal at maturity of the bond, evidences of lien on any assets acting as collateral for the underlying issuance of the bonds would be released with your entity then having clear title to them. In the event that it is not practicable to make payment of the principal at maturity from on-going operations but the project is still cash-flow positive to the extent necessary to continue debt servicing, Malom would be willing to intercede in the issuance of a new obligation that would be used to retire the old.

It is important to advise you of an added advantage of undertaking this form of financial vehicle for your funding needs. If the face stated simple interest to be paid by your entity on the bond is fixed, the market price for the bond will decline as a percentage of its maturity face value in order to increase the yield to the subsequent purchaser. These price fluctuations in the market do not directly impact you as the issuer of the bond since it was sold initially and you did receive the sales price. However, it does provide a unique opportunity in so much that in the event interest rates were to rise, you could go into the market and purchase back your bonds at less than the sales price. Conversely, in the event interest rates were to decline, the market price of the bonds assuming no adverse credit impairment would increase, yet this does not adversely impact you since you would simply be obligated to pay the maturity face value at maturity.

If you wish to further explore our proven vehicle as a means to obtaining the funding for your project, please communicate to M.Y. Consultants Inc., Anthony Brandel via electronic mail at: tony@myciv.com. M.Y. Consultants has for your convenience been retained to initially process your file for submission to us. It is their exceptional work that allows us to be able to make the initial determination if your project would be suitable for a securitization funding; and, is relied upon by us heavily.

Also if you have any questions or concerns, please feel free to contact Mr. Brandel by telephone at: (Office: 702-876-5649); or, (Cellular: [REDACTED]). Mr. Brandel has full access to Malom Group's staff, officers and legal counsel in the event he needs assistance with your file.

Thanking you in advance in the interim we remain

Malom Group AG

Joseph Micelli, Compliance Officer

Registered at:
Weidstrasse 4
CH-8808 Pfäffikon SZ

Telephone: +41 (43) 210 85 85
Facsimile : +41 (43) 210 85 88

Administrative Offices:
Seestrasse 185
CH-8800 Thalwil-Zurich

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Malom Group^{AG}

25 July 2011

Island Breeze International, Ltd., (hereinafter, "Obligor") together with, Global Financing Solutions, LLC (hereinafter, "Investor").

Re: Guarantee on "Underwriting Fee" - IBL.

As additional consideration to induce "Obligor", and "Investor" to retain the services of Malom Group AG and to cause the transfer of the amount of Five Hundred Thousand US Dollars (US\$500,000.00) (the "Underwriting Fee") to the escrow account number [REDACTED]-AH of Commercial Escrow Services, for subsequent disbursement to Malom Group AG pursuant to the Joint Escrow Instructions dated 25 July 2011 in furtherance of the "Funding Commitment" dated 25 July 2011 between Malom Group AG and "Obligor" (the "Funding Commitment"); and, that certain "Investor Agreement" dated 25 July 2011 between Malom Group AG, "Obligor" and "Investor" (the "Investor Agreement"), I, Hans-Jurg Lips as Chairman of the Board - Head of Structured Finance of Malom Group AG and as a personal guarantor to the terms and conditions of this Guarantee on Underwriting Fee do hereby certify as follows:

In the event that Malom Group AG is by no fault of Obligor unable to cause a funding of the Principal Funding Amount of Twelve Million Five Hundred Thousand US Dollars (US\$12,500,000.00) pursuant to the provisions of the Funding Commitment, upon Investor's demand therefore, Malom Group AG shall immediately refund the entire amount of US\$500,000.00 without deduction or withholding of any costs, fees or expenses incurred by Malom Group AG by the means and to the location that Investor shall designate hereafter. Upon causing a refund of the above stated amount, Malom Group AG shall have no further duties or obligations to "Obligor", "Investor", or any third person or entity under this Guarantee on "Underwriting Fee", the Investor Agreement and the Funding Commitment.

This corporate undertaking of Malom Group AG and personal guarantee of Hans-Jurg Lips is not intended to amend or modify any of the terms or conditions of the Investor Agreement but rather as additional consideration thereto.

Malom Group AG

By: _____
Hans-Jurg Lips, Chairman-Member of the Board

Dated: _____ 2011

Hans-Jurg Lips, an Individual

By: _____
Hans-Jurg Lips, an Individual

Dated: _____ 2011

EXHIBIT 2

LOMAX DECLARATION

JOINT VENTURE SOLUTIONS, INC.

Ensuring the Client's Full Satisfaction

Dr. Stefan Schmid:

03-07-12s

At this time our group is requesting all deposits back from Malom Group AG (Martin Schlaepfer) in regards to all transactions with Commercial Escrow Services (Toni Hardstone).

The following groups, Malom USA- Joseph Micelli and James C. Warras , MY Consultants – Anthony Brandel and Joseph Quassani, have made it clear that this situation is Martin Schlaepfer's responsibility.

As of today, March 7th 2012 we are requesting detailed information as to where all the money went. We have a right to know this, if you do not cooperate within 48 hours of receipt of this email our attorney, Dr. Luka Muller-Studer from MME Partners in Zurich (<http://www.mmepartners.ch/en/lawyers/lukamullerluka.php>) is fully committed to get justice. We will be giving MME Partners full authority to proceed forward if you do not comply within 48 hours of this notice.

This will be our final attempt to try and work together with you for a quick resolution.

Below is a list of all transactions where deposits were made at Commercial Escrow Services and then wired to Martin Schlaepfer, Malom Group AG.

Joint Ventures where Martin Schlaepfer accepted deposits.

Amounts are in US Dollars.

Golden Rule Holdings / William Hustwit, individually and as Managing Member - 300K

STI Family office / Nathan Alien * Note Deceased / Widowed Wife, Kristina Allen - Allen family owners of the funds - 300K

Realizing Wealth LLC / Jill Schreckengoss real owner of the funds- 300K

Tradestar Partners / Ralph Cooper / as of yet unknown owner of the funds-300K

KVH Capital Investment Partners LLC/ funds owner Mindfox – 800K

Foster Group/ Bill Billingsley- 330K

Kang Yue USA CEO Eric Krupa LLC / Creative Realty and Financing LLC and Donna Allison (\$100K) - 540K

Russell Heard/ unknown owner of funds- 500K

Preferred Funding Partners LLC /Mark Horton/ Jon Anfinen/ unknown owner of funds- 540K

LGB9 Enterprise ULC / Len Barrie-300K

Double R Horse Ranch LLC / Sharon Ringgenberg- 250K

Total = \$4,560,000 USD

3360 Howard Hughes Parkway • Suite 500 • Las Vegas, NV 89169 • United States of America

Toll Free: 877.995.6168 • Local: 702.430.4599 • Fax: 877.493.5390

info@jointventuresolutionsinc.com • www.jointventuresolutions.com



JOINT VENTURE SOLUTIONS, INC.

Ensuring the Client's Full Satisfaction

Structured Finance

Amounts in US Dollars

USA Springs - Mr. and Mrs. William Gianopoulos 1.2M * Presently in United States Bankruptcy Court,

District Of New Hampshire. Case Number 08-11816 (JMD) Chapter 11

Archway Funding / Gary Kloefkorn- 300K

Capital Equities / Debra Mitman - 400K

Larry Jones and Fenway International Limited- 500K

Unitrade LTD- 450K

Global Financing Solutions LLC - Ed Glazebrook- 500K

Please Note: USA SPRINGS escrow account was through Malom Group AG US attorney Allen Smith.

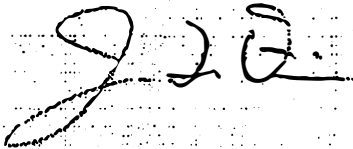
Total = \$3,350,000

Grand Total \$7,910,000

The facts that we have in hand, from different law teams in Europe and the United States, is without a doubt, smelling very badly for Martin Schlaepfer/ Malom Group AG.

Looking forward to a quick resolution for all parties involved.

Best Regards,



James L. Erwin

Office: 702-463-7872

Mobil: [REDACTED]

3960 Howard Hughes Parkway • Suite 500 • Las Vegas, NV 89169 • United States of America

Toll Free: 877.995.6468 • Local: 702.430.4599 • Fax: 877.493.5390

info@jointventuresolutions.com • www.jointventuresolutions.com

EXHIBIT 3

LOMAX DECLARATION

From: Sean Finn [REDACTED]@gmail.com]
Sent: Friday, March 08, 2013 3:10 PM
To: 'Dianna Harvey'
Subject: RE: International Trade Option
Attachments: image001.jpg; Harvey B P No upfront cost project funding.pdf; Harvey JV 5% cash performance guarantee.pdf

Dianna,
Here are our two business models.
I would be very interested in your feedback.
We charge no upfront fees and everything we do is "look before you leap".
Take a look, jot down some questions and let's set aside an hour next week to review.

Sean Finn
M.Dwyer
406.249.6269
[REDACTED]
www.m-dwyer.com
sfinn@m-dwyer.com



From: [REDACTED]@gmail.com [mailto:[REDACTED]@gmail.com] **On Behalf Of** Dianna Harvey
Sent: Wednesday, March 06, 2013 1:23 PM
To: [REDACTED]@gmail.com
Subject: International Trade Option

Hi Sean,

Attached is the info for the International Trade.

I am the intermediary for this one as well.

This trade pays out weekly - dividends are illustrated.

I hope that this is a good fit. I myself would like to enter into this one and I have clients who are needing funds in the billions for their projects.

The JV with these clients can be structured and you can make a lot of money.

I have all of the due diligence documents for both Small Trades.

Thank you,
Dianna
[REDACTED]



To:
Dianna Harvey

March 8th, 2013

Memorandum of Understanding

Pursuant to your request for more information on the guaranteed collateral project financing program, you will find a step by step below.

Benefits to you and your project:

- ❖ *We ask for no upfront fees at any time from anyone. We will pay all legal, banking, travel and due diligence fees if our process is followed.*
- ❖ *You will retain operational control of your project as we will be minority partners, if there is an equity position offered.*
- ❖ *This is a non-recourse scenario. We will not lien the project owner's personal assets.*
- ❖ *It is possible for your project to receive 100% financing.*
- ❖ *A stepping stone approach to financing is possible. Meaning, if you do not have an investor or lender willing to put up 100% of your funding needs today, it is possible to start as low as \$2M.*
- ❖ *We will execute a preliminary funding commitment. If our process is followed, your project will be funded.*

What is needed from your group:

- First and foremost you will bring forth an investor or lender that desires a bank to guarantee the return of their capital instead of your project making that guarantee. Instead of your investor lending to you on your project and wondering if they will get their capital back plus profits, we have a bank willing to guarantee the return of their capital through a Certificate of Deposit.
- After the CD is delivered, a credit line will be created that our group is responsible for, not the owner of the CD. That credit line will be created for your project.
- Your investor is trading in a guarantee to receive their funds back, given by you and your project, for a guarantee issued by a top bank.



- By using our process, your investor will never have to worry about late payments, default, foreclosure and liquidation of project assets to make themselves whole. Any failure by the project will have zero impact on the guarantee the bank is giving them in reference to the return of their capital.
- The CD is their security; the above market interest is the profit necessary to move your investor forward. That number will be negotiated on a project by project basis.
- Utilizing this method we transfer all risk from your investor to our group.

Why are we doing this?

Our group is doing this for an equity, debt or combination of the two positions in your project. Your team will make us an offer based on the amount invested. Your offer will be mutually executed after final due diligence has been completed on your project.

How do we move forward:

There is no cost attached to moving forward. We need some simple items from your investor to start the bank compliance process.

- 1) Intake form (standard compliance package)
- 2) Proof of funds
- 3) Executed mutual confidentiality agreement
- 4) Articles of Incorporation:
 - If they are a US passport holder or a US corporation, an international business corporation (most prefer Canada) must be used or, simply an international law firm (whichever is most efficient for you).

When the contract has been mutually executed, your investor will open an account at the bank in their name only. The CD will be delivered and the interest on that CD will be paid in advance according to the contract executed by the investor with the bank.



2710 Thomes Ave. Suite 1534 Cheyenne, WY 82001
website www.m-dwyer.com

Items needed:

Project Summary

**Preferred structure the project owner desires (equity, debt or combination) and terms.
Seed investor information and proof of funds information.**

Timelines:

- 1) Project review- 5 business days
- 2) Project underwriting- 15 to 30 business days
- 3) Delivery of instrument and interest – 30 days from signed contract.

Please feel free to prepare all questions towards the setup of a call.

Sean Finn

Sean Finn
M. Dwyer
406.249.6269
www.m-dwyer.com
sfinn@m-dwyer.com



Memorandum of Understanding

To:
Dianna Harvey

March 8th, 2013

Pursuant to your request and subsequent to all of our communications and conversations our group is prepared to segregate the capital needed for the investment vehicle you are proposing that we enter into. As long as the capital is protected at all times, we are interested in moving forward. After your collateral has been delivered, your transaction will go through legal and financial compliance in reference to all applicable laws.

Here are some core points to understand:

- ❖ *Our group would be willing to put up the necessary capital for your groups transaction. We would request that your group participate with 4% of the contract amount (\$25M).*
- ❖ *Your group will participate with \$25M of the contract amount for 50% of profits. Your side has the transaction, we have the financial capacity.*
- ❖ *The security of our group's funds and your participation is the single most important issue.*
- ❖ *Your participation will never be at risk as you will receive a Certificate of Deposit guaranteed by an A rated insurance company that will completely guarantee the return of your cash. If your participation is never at risk, we expect the same from your team in reference to the transactional capital.*
- ❖ *After reviewing the information you provide us on your transaction and issuing an approval on it, we will guarantee to close your transaction or pay your group a 5% (on your participation) cash performance guarantee.*
- ❖ *We are not a lender. We are transactional funders. The money is never to be misconstrued as a loan to your group.*
- ❖ *All verifications need to be bank to bank. No banking info will be provided to anyone other than a banker or law firm.*



Below is a step by step on the flow of the partnership on the investment vehicle you are proposing.

1. Delivery by your team of the summary on the underlying transaction for approval.
2. Mutual execution of the Mutual Confidentiality Agreement.
3. Your team will submit the Intake sheet, Proof of funds on the owner of the participation for compliance.
4. Once compliance is complete, the contract for the delivery of the CD will be issued.
5. When that is signed, the information on the insurance company providing the guarantee will be provided.
6. After approval of the insurance guarantee, your account at the bank will be created and you will take delivery of your CD and the insurance guarantee covering 100% of your funds.
7. A credit line will be created that allows for your participation to enter into your investment vehicle without impacting the guarantee you are receiving from the A rated insurance company in reference to the return of your funds.
8. Delivery of POF on the transactional capital, validating it is ready for your transaction.
9. M.Dwyer legal and financial team underwriting your investment vehicle.
10. When the security of your investment is validated to be as secure we have provided you, we, as partners will move into your investment vehicle and seek to reach profitability as soon as possible.



2710 Thomes Ave. Suite 1534 Cheyenne, WY 82001
website www.m-dwyer.com

Estimated Timelines:

Compliance- 2 weeks
Contract delivery- 1 week
Insurance guarantee delivery and CD delivery – 2 weeks
Performance guarantee delivery- 3 weeks
Entering into your proposed investment vehicle- 4 weeks

Please write down any questions and let's set up a call.

Sean Finn

Sean Finn
M.Dwyer
406.249.6269
www.m-dwyer.com
sfinn@m-dwyer.com

EXHIBIT 4

LOMAX DECLARATION

From: Kelly [FreedomForYou@Comcast.net]
Sent: Wednesday, May 22, 2013 3:28 PM
To: Sean Finn
Cc: Kelly
Subject: Sean's MOU -- Kelly

I like it ...!!

You make a strong case for using your company..... IMHO

I am available to speak anytime. Call me.

Kelly

On 5/22/2013 11:52 AM, Sean Finn wrote:

> Kelly,
> Here is the summary.
> We charge no upfront fees and are only paid a success fee [REDACTED]
> project is funded.
> You are paid 3% every year, the average is a 3 year term.
> You refer, we do the work and you get paid.
> I would be very interested in your analysis of my model.
> Let's set a time to talk.

>
> Sean Finn
> M.Dwyer
> 406.823.0534
> [REDACTED]
> www.m-dwyer.com
> sfinn@m-dwyer.com

> -----Original Message-----

> From: Kelly [mailto:FreedomForYou@Comcast.net]
> Sent: Tuesday, May 14, 2013 9:49 AM
> To: Sean Finn
> Cc: Kelly
> Subject: Re: Kelly here

>
> Good I blew out my email...
>
> I need any information I should have for my people.

> good to hear from you

>
> Kelly
> On 5/14/2013 8:24 AM, Sean Finn wrote:

>> I am, how are you?
>>
>> Sean Finn
>> M.Dwyer
>> 406.823.0534
>> [REDACTED]
>> www.m-dwyer.com
>> sfinn@m-dwyer.com
>>

>> -----Original Message-----

>> From: Kelly [mailto:FreedomForYou@Comcast.net]

>> Sent: Monday, May 13, 2013 5:01 PM

>> To: Sfinn@m-dwyer.com

>> Cc: Kelly

>> Subject: Kelly here

>>

>> Sean,

>>

>> You still there.....?

>>

>> Kelly

>>

>> --

>> Kelly Dean

>>

>> (650) 520-7576 - Pacific Timezone

>> 9AM - 6PM

>>

>> SKYPE: FreedomForYou

>>

>> FreedomForYou@Comcast.net

>>

>>

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>>

> --

> Kelly Dean

>
> (650) 520-7576 - Pacific Timezone
> 9AM - 6PM
>
> SKYPE: FreedomForYou
>
> FreedomForYou@Comcast.net
>
>
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>
>
>
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>

--
Kelly Dean

(408) 899-2818 - Call First
(650) 520-7576 - Pacific Timezone
9AM - 6PM

SKYPE: FreedomForYou

FreedomForYou@Comcast.net

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EXHIBIT 5

LOMAX DECLARATION

From: [REDACTED]@aol.com
Sent: Tuesday, January 26, 2010 3:26 PM
To: tony@myciv.com
Subject: Fwd: Use our cash to close your deals, our cash is guaranteed.

Is this your Sean Finn

-----Original Message-----

From: Jamie Rice [REDACTED]@gmail.com>
To: Joseph Micelli [REDACTED]@aol.com>
Sent: Tue, Jan 26, 2010 10:37 am
Subject: Fwd: Use our cash to close your deals, our cash is guaranteed.

----- Forwarded message -----

From: "Sean Finn" <finnprop@gmail.com>
Date: Jan 26, 2010 10:05 AM
Subject: Use our cash to close your deals, our cash is guaranteed.
To: [REDACTED]@gmail.com>

If you are having trouble viewing this message, please go to
<http://community.icontact.com/p/seanfinn/newsletters/aspehome/posts/use-our-cash-to-close-your-deals-our-cash-is-guaranteed2>

We invest cash in transactions. We are not interested in opportunities, only the strongest opportunities.

We can provide cash / POF via Joint Venture, we will send our cash out if there is a guaranteed exit.

We guarantee our cash, we require that the other side guarantee the transaction that they are bringing.

We structure things a little differently. We have a transaction filter.

Rather than split the profit 50/50, we will ask for a small percentage when we deliver the swift message or POF and a small piece of the backend. We give the other side the lion's share of the profits.

If there is no guarantee from your side, there would be no interest from our side.

With this method our closing ratio has gone from 23% in June 2009 to 83% today, so it's working for us.

The percentages depend on how involved we are, what instruments are needed and the risk level on the deal.

You will escrow the engagement fee. The fee is always under your control. You then have 3 days to verify what we have delivered to you. That's 3 days.

We guarantee the account and the cash / instruments that come with it. The engagement fee is not released to us until your attorney / banker advises you to do so.

If you have a transaction that you will stand behind, we are interested. We will stand behind our cash.

We can provide a MT799, MT760 or BCL and more depending on the deal.

Our money is at UBS and Credit Suisse. We are currently structured for trade, commodities, financial instruments and real estate.

To give you an accurate quote on what we would charge send a one page summary, sanitized, with no

confidential info.

If your deal is safe / sane and meets our risk profile, we will move forward and send you a proposal.

At this time we do have a \$10M minimum.

Sean Finn
Real Estate IT
C 702.782.8185
F 702.425.1071
skype [REDACTED]

This message was sent by: Real Estate IT, 3616 Far West Boulevard , Austin, TX 78731

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EXHIBIT 6

LOMAX DECLARATION

U. S. SECURITIES AND EXCHANGE COMMISSION

Investigation # HO-12001

DECLARATION OF Russell Castillo

Pursuant to 28 U.S.C. Section 1746, the undersigned states as follows:

1. My name is Russell Castillo I am over twenty-one years of age and have personal knowledge of the matters set forth herein.
2. I am assigned as an IT Specialist to the U.S. Securities and Exchange Commission's Division of Enforcement in Washington, D.C. As part of my duties I am tasked to conduct a Website Capture.
3. In support of investigation number HO-12001, and at the direction of my supervisor, I was tasked to conduct Website/video capture of the following URL's.

<http://web.archive.org/web/20111217052527/http://m-dwver.com/home>

4. To complete the above mentioned website/video capture the following tools were used:

Offline Explorer Pro 6

5. After each website/video was captured, a CD/DVD containing the identified web capture was produced to
or
After each website/video was captured for the above criteria, It was stored on a network share in which the location was provided by Stephen Simpson. The location that was provided is as follows:

<J:\HO-12001 to HO-12500\HO-12001\INVESTIGATIVE FILES\WEB CAPTURES>

6. Any additional comments related to this Website/video capture are provided below:

I declare under penalty of perjury that the foregoing is true, correct, and made in good faith.

Russell Castillo
[Analyst Name]

Executed on this 22nd day of November 2013.

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We are the capital provider, investing our cash in your transactions. We can provide verifiable cash accounts via joint venture in markets such as trade, Commodities, real estate and financial instruments.

PRODUCTS
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Our current business model supports short term 30-60 day transactions. We focus primarily in financial instruments, commodities, real estate and certain investment opportunities. We are not looking to be lenders or long term investors.

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Company

We are your cash partner, we will provide the capital for your quality transactions.

Our partners are leveraging their resources for transactions in many different markets including commodities, real estate and financial instruments.

We can provide proven funds via joint venture, you can use our resources if there is a secure exit.

We can guarantee our funds but we require that your party can guarantee the transaction brought forth. We also require a very modest participation from your party that will be refunded upon the closing of the transaction once the deal closes we will proceed to split profits. We will be bound contractually to this through the JV agreement executed with your party.

This is a performance based transaction.

If we do not have an adequate reputation we understand and you are not going to pay for anything, but if you don't escrow we cannot provide our service. This method has taken us from a 23% closing ratio in June '09 to an 87% ratio today.

You will escrow so it will always be under your control. At that time you will have three days to verify our funds, reputation and the JV agreement that defines our partnership. Once due diligence is completed and you have concluded that we are the best fit for your capital needs you sign the JV agreement.

We can guarantee the account funds and the instruments attached to your transaction. The deposit will not be released until your banker/attorney is satisfied with our proof of funds and reputation. If you have a transaction that your party firmly stands behind and meets our strict risk profile, then we are motivated to move forward and get a proposal to your party immediately.

Our money is at UBS, Credit Suisse, Deutsche Bank and HSBC.

At this time we do have a \$10M minimum.

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OUR NEWSLETTER

SIGN UP NOW

GET CASH TODAY

FILL OUT FORM

Name

Email

Phone

Amount Of Funds Requested

Describe your transaction and what the funds will be used for:

Please type in code

79m5hs

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Products

We are interested in any legal transaction that is profitable and meets our risk tolerance levels.

- If you have the cash and the deal, you don't need us.
- If you have a solid transaction but lack the capital, we are your capital partner.
- Unfortunately we are not long term investors, developers or lenders.
- We are looking for transactions that lack the capital to move forward.
- We guarantee everything we deliver.
- We need new opportunities, we need people like you.
- We are looking for people with an overflow of strong opportunities.

Financial Instruments

We are willing to partner with any solid group having access to real instruments. Our money can be applied to the acquisition and flip on anything with a margin of 5% or more.

We require a minimal deposit that is refunded when the instrument is flipped. Before we make a dime your deposit is returned to you from the profits and then we split 50/50.

The deposit would be escrowed, we would provide evidence of our cash and our background. When you have verified our cash and our background, to your satisfaction, you release the deposit.

This is a performance based transaction. If we don't have the money/reputation, you do not pay. If you do not escrow, we do not deliver cash or compliance.

We are looking for a look before you leap transaction, just like we are offering you.

We will go ledger to ledger, the instrument needs to be validated before we pay.

Commodities

We can offer an administrative hold via MT799 though UBS, Credit Suisse, HSBC, HSH Nord and Clariden Leu.

Our deposit policy is the same on this type of transaction.

Real Estate

Our money is used just for flipping properties. We are not developers or lenders.

Here is an example.

Let's say you have a building under contract for \$10M. It is worth \$20M and you have a buyer for \$15M.

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79m5hs

You realized that you can make a lot more being an owner, not a broker.

We would purchase the property in your name and you would flip it to your exit buyer.

We would not use your exit buyers funds until we paid for the asset and you held title. No double escrows.

We would split the profits and refund the fee you paid for the POF (if you even needed that) to acquire the contract.

We would only purchase the asset if there was zero chance of getting stuck with the asset.

Your exit buyer would have to have their DD completed, funds in escrow.

We would copy their actions, if they are not showing sufficient motivation to buy, neither will we.

We are turning our money every 30 days, any long term investments would most likely be a loss against our current model.

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Broker Registration

Brokers are our only form of advertising because it is referral based and that is where we want to be. We will marry your fee agreement to our paperwork and enforce it. You can also register your clients on our website. We understand that you are an essential part of our success.

Name

Email

Comments

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To submit a contract please sends us a one page, bullet point overview of the transaction you want us to look into. Also please remove all confidential information from the document.

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Transactional Funding has never been more in need than now.

Not only will we provide cash for your legal transaction. We will grow it. Meaning, upon the successful close of your deal, we will throw everything we have at it. Obviously that does not take a huge mental leap. But our JV agreement will remain intact and you will benefit from any increase in the [...]

posted: 04.29.10 by: admin under: The Game Changer

OUR NEWSLETTER

SIGN UP NOW

GET CASH TODAY

FILL OUT FORM

Name

Email

Phone

Amount Of Funds Requested

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Comments

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EXHIBIT 7

LOMAX DECLARATION

From: Sean Finn [REDACTED]@gmail.com]
Sent: Wednesday, March 31, 2010 11:24 PM
To: 'Anthony Brandel'
Subject: RE: Update

My pitch is, if you have a real instrument and our fee, we will partner with you on the purchase and possible flip.

Is that bad?

Sean Finn
JTS Consultants LLC
C [REDACTED]
F 702.425.1071
skype [REDACTED]

From: Anthony Brandel [mailto:[REDACTED]@gmail.com]
Sent: Wednesday, March 31, 2010 9:19 PM
To: 'Sean Finn'
Subject: RE: Update

You MUST be careful pitching that to people, you are pushing the limits with the SEC.

M.Y. Consultants Inc.
Anthony Brandel
Director of Operations

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From: Sean Finn [mailto:[REDACTED]@gmail.com]
Sent: Wednesday, March 31, 2010 8:16 PM
To: 'Anthony Brandel'
Subject: Update

Tony,



Could you pass this on to Joseph as well.

I wanted to thank you and Joseph for the docs on the Chase deal. I know a lot of work went into those.

Shortly after I found out that the Chase instruments had all been purchased, I received a call from a group that has a T Bill deal at Wells Fargo. I am having a meeting on that tomorrow.

I can't tell you how many financial instrument deals that I have passed on that the document Joseph created will now make possible.

It clearly illustrates that we have the experience to close a financial instrument deal.

Not only that, because of the docs both of you supplied, that whole group kept their money in escrow and is working on the next deal for us.

So I wanted to make sure you both know that the time spent on those docs was definitely not a waste.

I am currently planning a marketing piece based on what you two have created.

Sean Finn
JTS Consultants LLC
C [REDACTED]
F 702.425.1071
skype [REDACTED]

No virus found in this incoming message.

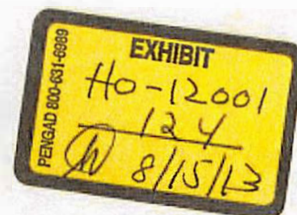
Checked by AVG - www.avg.com

Version: 9.0.791 / Virus Database: 271.1.1/2780 - Release Date: 03/31/10 12:32:00

EXHIBIT 7A

LOMAX DECLARATION

From: Sean Finn [REDACTED]@gmail.com]
Sent: Wednesday, March 24, 2010 2:58 PM
To: 'Anthony Brandel'
Subject: New File - T Bill Purchase thru JP Morgan - Ready to escrow 3% on \$11M
Attachments: image001.gif; The CHASE 1 DAY PROGRAM.doc



CHASE 1 DAY PROGRAM

EVERYTHING HAPPENS SIMULTANEOUSLY. EVERYTHING IS DONE INSIDE CHASE. CLIENT WILL HAVE CUSIP AND ISIN NUMBER TO VERIFY BEFORE TRANSFER THE \$5.5M. CLIENT CAN SPEAK TO CHASE'S BANKER TO CONFIRM THAT THE \$25M TREASURY IS READY TO RELEASE AS SOON AS THE \$5.5M IS RECEIVED. CLIENT CAN GO TO CHASE WITH A REPRESENTATIVE FROM THE TRADE AND COMPLETE THE TRANSACTION IN PERSON.

THIS IS THE PROCEDURES;

1. Client show POF(bank statement), CIS & Color Passport
2. We will give client the contract to purchase \$25M US Treasury for \$5.5M (\$0.22 Cents on the Dollar). Trader buys back contract of the \$25M US Treasury for \$11M (\$0.44 cents exit buyer lined up).
3. We will also provides Chase's banker contact information along with Cusip & ISIN on the \$25M Treasury.
4. Client sends \$5.5M to an account at Chase or goes direct
5. Chase will release the \$25M Treasury to the client's account
6. Once the \$25M treasury in the client's account.
7. We will give the client \$11M cash (this can be sent anywhere the client wants) to release the \$25M treasury back to us.

VERY SIMPLE AND THIS CAN BE DONE WITHIN 2 HOURS AT THE BANK

STEP 1.

Contracts are reviewed and signed with the Trader. Coordinates of the Chase Trade

STEP 2.

\$5.5M GO TO CHASE

CHASE RELEASE \$25M US TREASURY TO CLIENT

STEP 3.

WE RELEASE \$11M CASH TO CLIENT

CLIENT RELEASE THE \$25M US TREASURY TO US.

CLIENTS ARE ALLOWED TO RE-ENTER THE PROGRAM AS MANY TIME AS THEY WANT UNTIL THE PROGRAM IS OVER.

EXHIBIT 7B

LOMAX DECLARATION

From: Sean Finn [REDACTED]@gmail.com]
Sent: Friday, April 02, 2010 12:02 AM
To: 'Anthony Brandel'
Subject: The Chase deal documents

Tony,

Can I get the JV and escrow instructions sanitized?

I have a new group that is fired up about seeing them.

I would just print them and take a marker to them but I want to make the best impression.

Sean Finn
JTS Consultants LLC
C [REDACTED]
F 702.425.1071
skype [REDACTED]

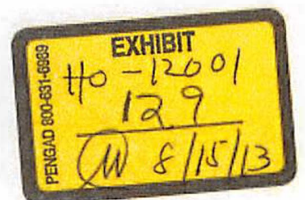


EXHIBIT 8

LOMAX DECLARATION



**PREFERRED
FUNDING PARTNERS LLC**
enabling great project ideas

April 1, 2011

Hans Jürg Lips
Member of the Board
Malom Group AG

Subject: Malom's Notice of Contract Fulfillment

Hans-Jürg:

Background:

Based on a conference call with Tony Brandel, Sean Finn, and Joseph Micelli on Thursday March 24th at 4:00 pm EDT, Mark Horton and I were informed by Tony Brandel that the trades Preferred Funding Partners (PFP) brought to Malom "were not 'real' as they did not protect Malom's capital and represented unrealistic and impossible returns". Tony stated that he based this latter conclusion on general Internet research he had done.

Tony further stated "Malom had fulfilled their obligation". Tony was in the process of describing a loan as compensation to PFP when the conference call was abruptly interrupted by another conference call.

We contend 1) several trades were brought to Malom that were clearly "real" and compliant to the JV Agreement, 2) Malom has not fulfilled their JV Agreement with PFP to create a successful trade and 3) a loan to PFP as compensation for Malom's failure to perform is unacceptable.

Section 4 indicates "if none of the transactions that were triggered by the four possible CCP's brought by PFP/MH&JA are successful, this Agreement becomes null and void and **MUST BE RENEGOTIATED BY BOTH PARTIES**". Thus to fulfill the contract both Parties must renegotiate the Agreement with the goal of creating a successful trade, which is the intent of the September 20th JV Agreement. Malom's refusal to renegotiate the JV Agreement will be considered to be a breach of contract.

The purpose of the following is to provide background information and initiate the renegotiation process. Understanding the following facts, information and issues will be helpful in preparing for renegotiation:

1. Terminology – The following terms: trades, investment programs, transactions, financial transactions, platform trades and private placement programs may be used interchangeably. Since these terms are generic and can have similar meanings, clarification of the use of the terms may be necessary.
2. The contract has not been fulfilled by Malom – PFP believes that the JV Agreement has not been fulfilled by Malom simply because Malom has NOT met the requirement to create a successful trade when PFP has introduced Malom to acceptable transactions.



SEC-AFINSEN-E-0000137

EXHIBIT 9

LOMAX DECLARATION

3. Requirements of the Parties to the Agreement – PFP and Malom entered into a JV Agreement on September 20th 2010 that would require the Parties to jointly develop a successful investment transaction that would be mutually beneficial to both parties. PFP's responsibility has been to identify transactions that would not subject Malom to "any penal or pecuniary risk" and from which Malom could continue to profit independently after participating with PFP in a first transaction. Malom's responsibility has been to undertake the necessary steps to create transactions in the "Investor's sole name" employing transaction candidates identified by PFP. Since the JV transactions are being undertaken in Malom's name and using Malom's funds, Malom has had the responsibility of first passing compliance in order to be able to have discussions with traders, commitment holders, bankers, or transaction facilitators and to have the ability to evaluate transaction procedures and contracts. There is no way that it would be possible for Malom to determine if a transaction is "real" or not without evaluating a trade employing the post-compliance vetting process.

Malom has failed to obtain compliance let alone create a successful transaction for any of the transactions identified by PFP. Malom has failed to meet their requirements as defined by the JV Agreement thus breaching the JV Agreement. Malom's reasons for breaching the contract are unclear. Malom took many weeks to submit compliance packages that should have taken only a few days, and these compliance packages were inaccurate or incomplete. The urgency of meeting the timing required for submission of the compliance packages was clearly communicated. Details of the requirements of the compliance packages were also clearly communicated. Nevertheless Malom failed in all cases to perform and pass compliance, denying them the ability to completely vet out trades identified by PFP by having discussions with traders, commitment holders, bankers, or transaction facilitators and to evaluate transaction procedures and contracts. Failure to achieve these final vetting processes eliminated any chance for Malom to fully understand a transaction and to enter into a trade as required.

4. Future Monetary Damages – Section 7 states that "in the event that a Party or the privies thereof shall breach any promise, covenant, condition, provision, representation or warranty contained or incorporated herein by reference, the offending Party shall be liable for any and all actual, consequential and future monetary damages that may result therefrom as shall be proven as attainable or actually lost". PFP believes that it can prove they submitted compliant trades to Malom, which were not evaluated according to the requirements of the JV Agreement and thus denied them lucrative trades making PFP eligible for future monetary damages.

5. Introduction by M.Dwyer – Sean Finn of M.Dwyer introduced PFP to Malom for the purpose of providing funds to be used in trades to create project funding primarily for humanitarian projects. Projects that now depend on Malom's performance include self-sustaining feeding programs for the hungry and malnourished, medical programs for Haiti, supply programs for health-promoting foods and community construction projects that provide jobs. The trade programs that PFP has typically sought provide special funding for humanitarian projects.

At the time Malom was introduced to PFP by Sean Finn we were informed via discussions, sales collateral materials and M.Dwyer's website that we would have experts to guide us in our transaction selection and that the best and brightest people would help us close a deal. Malom was also represented as being experienced in trading as they had done many platform trades. Malom has admitted to our trade facilitators in at least two cases that they have never done a platform type trade. We were told that Malom could complete a trade within 90 days of PFP making escrow as Malom had the cash and would easily pass compliance.

PFP objected to signing the final draft of the JV Agreement because it gave Malom the ability to release the escrowed funds upon PFP signing the Agreement. PFP wanted the funds to be removed only after entering into a trade. Sean indicated that if we did not sign the Agreement that the deal would be taken off the table as we had already asked for too many changes. Sean suggested a solution by indicating that he would not allow the funds to be removed until both of us agreed. Sean did not inform us that he was allowing the funds to be removed unilaterally from escrow. We heard from Jordan Davis, a third-party, that our funds had been removed from escrow. Not only did Sean lie to us, he broke the confidentiality that was required of Sean being a privy or representative of the JV Agreement.

These all have turned out to be fraudulent representations.

6. Future Participation of Joseph Micelli - Joseph Micelli has been given unilateral control by Malom over the evaluation and development of trades, which created an intolerable situation due to his lack of experience, failure to perform in a timely manner, making false statements, refusing to provide rational explanations for his rejection of trades and not working constructively with our trade groups. At least three trade groups refused to work with Joseph primarily due to his egotistical, know-it-all attitude.

Joseph did not perform in a way to create a trade as witnessed by his failure to undertake the steps needed to comply with the JV Agreement. Joseph's goal appeared to be to reject everything we proposed. He was not helpful or constructive in anyway. It is obvious that his actions did not fulfill the requirements of the JV Agreement. In fact there appeared to be a hidden scheme for rejecting the trades we submitted and failing to comply with requirements necessary to pass compliance.

Based on a comment Joseph made in the above referenced March 24th telephone call, it appears that he feels PFP did not bring him one acceptable and successful transaction out of the 4 submissions allowed under Section 4 of the Agreement. Joseph cannot substantiate this allegation, as he did not once pass compliance in order to have necessary discussions and review of trade documents in order to evaluate the acceptability of the transactions. PFP can document that trades compliant with the JV Agreement were submitted.

PFP asked for an extension of the 120-day term defined in Section 4 of the JV Agreement due to Malom's delays and lack of performance. On many occasions, both Joseph and Sean Finn indicated a written extension and an amendment to the JV Agreement was unnecessary. In addition we were told that the term for the agreement would not end until a successful trade had been completed.

Joseph's communications with PFP have been unsatisfactory as we have often been unable to reach him for long periods of time, he has lied on many occasions, and he has not effectively provided reasons or justifications for his decisions. Our problems in working with Joseph appear to be consistent in part with the type of behavior that resulted in his suspension and ultimate disbarment from the practice of law in the State of California. PFP would not want to have Joseph work directly in any future PFP program to administrate the trade development process.

We are advised that Malom has several breaches of the JV Agreement that represent both civil and criminal infractions. PFP has funding partners associated with the FBI that want us to resolve their

funding issues by initiating investigations employing the RICO Act in conjunction with INTERPOL and agencies in Europe that have enforcement programs similar to those of RICO. They have suggested that they can work closely with ICC's Commercial Crime Services (CCS) division.

Based on our funding partners recent understanding that Malom "had fulfilled their obligation", they have become very concerned about obtaining a refund of their funding fees and obtaining the project funding that is due to them. They expect us to provide a solution by the end of next week or they plan to take independent action against PFP and Malom to recover their losses as well as related consequential damages

Delays in not receiving transaction monies have cost the funding partners in the neighborhood of \$30 million. PFP and Malom have responsibility to provide restitution for these losses. Two million dollars is needed in the next 10 days to preclude further consequential damages.

The reasonable way for Malom and PFP to nullify criminal and civil risks is to constructively enter into a revised agreement through renegotiation and complete a trade.

Renegotiation

We believe that a renegotiation of the JV Agreement will be of benefit to both parties.

PFP must repay the funding fees and meet the project funding requirements that have been committed from the Malom trade. In addition we will be liable for consequential damages. Malom must provide a trade as contracted in the JV Agreement. The purpose of this section is to identify three trading options that would be acceptable to PFP. One option involves a 100 million Euro trade and the other two are built around the \$54 million funding obligation based on the \$540,000 refundable fee paid to Malom

- 1. One hundred million Euro trade –** We have identified a highly experienced trading group that can meet the trade requirements of Malom. They are willing to take the necessary time with Malom to develop a compliance package. In addition they will provide copies of trade procedures and trade contracts for which Malom can easily make a final decision and feel comfortable about the opportunity. A member of this group is closely affiliated with the owner of a multi-billion Euro Clearing House located in Geneva, Switzerland that Malom could meet face-to-face.
- 2. Fifty-four million dollar trade –** This trade would be a 50/50 split with Malom. We suggest that the \$54 million dollars be provided to PFP so that Malom is a third-party funder and PFP can take on the responsibility of administering the trade with the trade facilitator/trader. Malom's money would be placed in a secure account. There are several ways to structure the account so that the money is protected and the transaction administered and controlled by PFP. Giving PFP administrative responsibilities with oversight from Hans-Jürg would provide a close working relationship with the trader while allowing PFP to control a short timeline for the trade. A common approach for providing a structure to accommodate third party funders is to utilize project-funding agreements. Other structures can be discussed. The plan would be to pay Malom profits and their original investment from the trade.
- 3. Twenty-seven million dollar trade –** This trade is similar to the fifty-four million dollar trade except it would not be split. Malom would be paid back their investment early in the trade. The investment level would be the lowest for Malom.

4. Cash settlement – a cash settlement paid within 30 days of the date of this letter would be accepted if the cash could provide PFP the ability to enter into a trade or trades that would ultimately satisfy PFP's current obligations to its humanitarian partners' as well as payback the escrowed funding fees and consequential damages.

We would consider suggestions that would offer adequate solutions to provide funds that would solve our mutual financial obligations. We can be creative as long as the level of funds provided would meet our needs through investments opportunities, which will meet our humanitarian project funding obligations and immediate short term cash needs.

Conclusion

Although we are being pushed by our funding partners to undertake civil and criminal action on their behalf, we would like to solve our issues without taking such actions.

We are requesting that we initiate renegotiations in an honorable and professional manner on or before Thursday April 7th and reach a fair and just resolution no later than 5:00 PM Swiss time on April 12th. Please indicate an acceptable time for you to have a discussion. It would better for us to have a call after 1:00 pm Swiss time. Mark and I will be on the line representing PFP. We will not have an attorney or other persons. We would like to limit the discussion, at least initially, to two persons representing each group

Failure to respond to this request will understandably trigger our group to move forward with legal action.

We are looking forward to an immediate and successful resolution.

Best Regards,

**Jon R. Anfinen
Mark Horton
Managing Members
Preferred Funding Partners LLC**

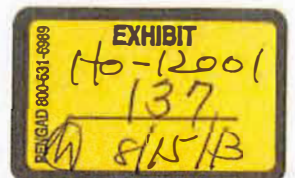
From: Sean Finn [sfinn@m-dwyer.com]
Sent: Thursday, June 24, 2010 7:41 PM
To: 'Anthony Brandel'
Subject: New File - Myra Foster- Foster Group Inc.- \$330K deposit- \$11M contract at JP Morgan
Attachments: image001.jpg; BREAKDOWN - JP MORGAN CHASE.PDF

Tony,
Here is Myra's info.
Company name – Foster Group Inc.
Business Address- 7302 Enseneda Street Suite 201, Tampa , FL, 33634
Title – CFO
Citizenship – US
Phone number- 813 886 2596

The deal is the same as the Chase deal, please refer to the attachment above.
The trader on this is willing to give us a copy of her license when we submit our POF / CIS.
The profit split is 50/50, I told her if the profits come in as promised, we would refund her \$330K and then split profits 50/50.
She had a man named Bill Billingsley put up the \$330K. He has stated he does not want to be on the escrow instructions or the JV. Myra is sending me a copy of her fee agreement with him for our files.

Let me know if you have any questions.

Sean Finn
m-dwyer.com
C [REDACTED]
F 702.425.1071
skype [REDACTED]
website www.m-dwyer.com



JP MORGAN CHASE, HQ MANHANTAN, NEW YORK

NET \$3.85M DAILY - \$5.5M MANAGED BUY-SELL PROGRAM

This venture will be between the Client and Major US Bank (JP Morgan Chase, NYC). The Client will purchase Notes, US Treasury Strip - face value \$72 million for \$5.5million. \$5.50M is the minimum to enter this program, no max. The Client's notes in turn are sold to a guaranteed exit buyer by 4:00 when market closes for \$11 Million at the by the end of and grosses \$5.5M - 30% fees netting client \$3.85M daily settlements. The client may choose to continue or take his profits and leave. These are daily settlements. The client may also meet the private banker and the trader at the bank the same day and watch his profits generate right there at JP Morgan Chase. Compliance for US citizens takes 3-5 hours and can close transaction same day at the bank. The Client has CUSIP and ISIN numbers to verify, before the Notes are purchased. Major US domiciled banks are allowed to earn a 20-Point "Spread" on this type of transaction (according to the guidelines with FINRA and the SEC).

This Venture Serves Two Purposes:

First; it allows Major US Banks to attract outside capital, which in turn will benefit these Major Banks, because they will not have to allocate as much capital to purchase the Notes. This allows them to keep their deposit base high.

Secondly; this Venture benefits the Client because they will be allowed to earn substantial interest on a transaction that they typically would not be able to participate in, due to lack of capital. Most Programs of this magnitude have a minimum \$100M entry. This is unique program, and will only be available for a short window period. Time is of the essence, and this is not a sales tactic. The program will be shutting down shortly. **Client flies out to Manhattan NYC to meet the Facilitator and Banker.**

The Bank will make the profit over time, and the Client will receive their interest from the transaction immediately. The transaction will

be completed at JP Morgan Chase, HQ in New York. In order to receive more detailed information, the Client must complete the following steps in order for the Program Manager to not to be in violation of the non-solicitation laws. Please note, this is for informational purposes, and for accredited investors, by invitation only, and this does not constitute a solicitation in any way, shape, or form, for banking, bank notes, securities, nor investment(s).

The Procedures

1. Client Provides Facilitator POF (Bank Statement), CIS, Color Passport, and Non Solicitation Letter (attached). No exceptions, please.
2. Client is given the Contract to Purchase \$72M US Treasury Strip Notes for \$5.5M. Also, the Client gets a "Buy-Back" Contract for the \$72M in Notes for \$11M simultaneously. The Client is provided the Banker's contact information along with the CUSIP and ISIN numbers of the \$72M Notes to verify, again before the Notes are purchased in the Client's JPM Chase Account.
3. Client sends \$5.5M to the New Client account at JPM Chase (in the Client's name only). No one is added as a signatory to this account except the actual Client.
4. Bank will release the \$72M Notes to the Client's account.
5. Once the \$72M Notes are in the Client's account, the Client is paid \$11M cash daily (this can be sent anywhere the Client wants) and the Notes are released by the Client.

This two-step process is very simple and can be done within **2 hours** at the bank. A Client is allowed to re-enter the program as many times as desired until the program is over.

Fee Structure:

30% of the Profits go to the Facilitator Group that is Direct to the Program Manager in Manhattan NYC. This is non-negotiable. The Client makes an exceedingly nice profit in a 1-Day period of time. Client Travels to NYC to Meet with Banker, Signs Contract, and the Deal takes 1-Day to commence. Normally, the Buy and Sell Contract are Purchased and Exited within 2 Hours. We are direct to the Group that will meet the Client in NYC, and have worked with them for over a Year now. The transaction settles each day. Bank distributes the profits every day to the Client and the facilitator, and intermediaries' originator/sub fee agreement is lodged directly with the bank, and we get paid daily. Thank you.

EXHIBIT 10

LOMAX DECLARATION

From: Sean Finn [sfinn@m-dwyer.com]
Sent: Saturday, July 03, 2010 1:39 PM
To: 'Anthony Brandel'
Subject: New file - Mckenzie info

Tony,

Here is the summary for the McKenzie file.
When we submit this info the trader will supply us with his license.
Let me know if you need anything else.

Sean

Please find summary of trade below.

Regards

Anita

Complete submission package is:

1. CIS
2. Passport
3. "Country ID" (could be driver's license for US investors)
4. Proof of funds (bank statement or tear sheet)

10M Bullet (20M max)

Funds must be at any major bank in US, Canada, or Western Europe
Bank must be willing to sign an Admin hold letter.

Historical returns are 3-5 times in 15 days

Can be re-entered a 2nd time at 20M.

Platform will offer entry into long term program following completion



EXHIBIT 11

LOMAX DECLARATION

From: Sean Finn [sfinn@m-dwyer.com]
Sent: Sunday, July 24, 2011 12:59 PM
To: tony@mycivl.com
Subject: \$900K in escrow- explanation/ business plan and strategy
Attachments: Universal Business Plan (1) Azerbaijan Project Rico.doc; MT760Example ce.doc

Tony,

Universal is an Azerbaijan company that needs \$15M to grow their business of providing fresh greenhouse vegetables to areas where that is difficult on the Russian continent.

The business plan is attached above, please forgive the grammatical errors and the disorganized format.

They ran it through a translation program and it mixed things up.

They are making those corrections now.

~~Their~~ idea right now, is for us to provide them a \$30M SBLC.

Months ago I sent them the approved 760 verbiage you have sent me in the past (attached above).

They have told me our 760 verbiage is approved.

They plan to get a \$15M loan against the SBLC above.

~~Our idea~~ (as I see it) is take them the Malom route via structured finance.

\$600K would be 4% on the \$15M.

You and I split the \$300K overage.

Call me when you have time.

Sean

EXHIBIT 12

LOMAX DECLARATION



2710 Thomas Ave. Suite 1534 Cheyenne, WY 82001
website www.m-dwyer.com

To:
George W. Quiter, III

Cc:
Sherri Drum

Memorandum of Understanding

December 17, 2010

Mr. Quiter,

Pursuant to your request and subsequent to all of our communications and conversations we are prepared to segregate \$55M at Deutsche Bank, Frankfurt, Main Branch for your investment opportunity. A Senior VP at DB will be verifying our funds to your banker at Deutsche Bank- New York.

Upon the successful execution of the Joint Venture Agreement between our two groups we are fully prepared to provide you with a \$55M cash account.

There will be a first installment 1% financial services fee escrowed by your group for the \$55M cash account verified by MT799 SWIFT message. The second installment of 5.5% is paid on or around the 45th day following completion of the escrow agreement with Genermex, i.e. the approximate date when you receive your funding.

We are fully prepared to segregate the \$55M by administrative hold verified by MT 799 (verbiage provided as an addendum to this document). The \$55M will be blocked for the benefit / favor of the transaction. We will add a transaction / contract number to the MT799, further tying the account to your transaction.

This proposal is based on the 100% satisfaction on your due diligence of us. If you are not satisfied with our cash, accounts or our background, you will take your money and go home.

After escrow instructions are signed (please refer to the step by step below) we deliver you our CIS, passport and POF on the \$55M account we will be using. You will have 3 international banking days for your attorney to find anything wrong with what we provide.

During this time, if you can acquire the contract, we will sign it and add it to our JV agreement.

We guarantee everything we deliver.



2710 Thomas Ave. Suite 1534 Cheyenne, WY 82001
website www.m-dwyer.com

Below is a step by step on how we can move forward.

- 1) If the required amount needed is \$55M, we would need you to escrow a 1% fee for this service.
- 2) I have included the escrow company's license number, insurance policy against fraud and their contact info.
- 3) I can set up a phone meeting with escrow for you to reach the necessary comfort level and ask the necessary questions of them.
- 4) When all your questions are answered, you will get your own individual account number from escrow, this you do not share with us until the appropriate time. At this time you will create your first set of escrow instructions. You will send escrow a letter on your letterhead making several points A) That this is your account and your account alone. B) That you are expecting escrow instructions from Sean Finn and upon your approval of that document, no one has access to your escrow account. C) That you are giving escrow permission to verbally inform us that your money is there and we need to get you your escrow instructions for our deal as partners. This document is the set of escrow instructions between you and escrow.
- 5) Escrow your 1%, authorize escrow to confirm with us that your deposit is there without sharing your account number with us.
- 6) We will then draft escrow instructions (the set of escrow instructions between the owner of the funds and your group) and the JV agreement for your review and approval.
- 7) When both sides agree, you give us your escrow account number, we add it to the escrow instructions and both parties execute.
- 8) We will then deliver you evidence of our accounts and our CIS. You will then have 3 days to find anything wrong with our cash or our background. If you do, you walk away with your money. We know you will not. We feel you will discover what we know, that we have partnered you with the correct financial provider for your deal.
- 9) When you have come to the conclusion that you have been partnered with the right capital provider for your deal you will sign the JV agreement.
- 11) Once the JV is executed and you are satisfied with the cash and reputation of your partner. Once the JV Agreement that defines your partnership meets your satisfaction, you will release the 1% and the MT799 verification of the \$55M account will be sent.

Here is Escrow's contact info.

In another attachment I have included escrows \$55M insurance policy against fraud and also their resume. We encourage you to have your legal team do their due diligence on them.

Toni Hardstone / Owner

Commercial Escrow Services, Inc., licensed, bonded, insured with the California Dept of Corporations, License No. 963 5075

3478 Buskirk Avenue, Ste. 242

Pleasant Hill, CA 94523

Tel: 925-933-9960

Fax: 925-933-9965



2710 Thomes Ave. Suite 1534 Cheyenne, WY 82001
website www.m-dwyer.com

Sean Finn (notarized signature required above)
Managing Member
M.Dwyer
PH. 702 782 8185
FX. 702 425 1071
www.m-dwyer.com
sfinn@m-dwyer.com

Genermex S.A. de C.V.

George W. Quiter, III (notarized signature required above)
Sole Administrator



2710 Thomas Ave. Suite 1534 Cheyenne, WY 82001
website www.m-dwyer.com

Exhibit "B"

BY SWIFT™ MT 199 or MT799 Message

Date :
To :
Bank :
Address :
Account Name :
On behalf of :
Account No. :
Swift :
Tel/Fax :
Officer :

We, (Name and Address of Investor's Bank), hereby acknowledge our receipt of your inquiry with regard to our account holder (Name of Investor) for and on behalf of (Client). We hereby confirm with full responsibility that our account holder is ready, willing & capable of engaging with (Client) for the purpose of a power plant and real property transaction, that has been assigned contract number (transaction number) for the power plant (\$25 million) and (transaction number) (\$30 million) for the real property, for an aggregated value not exceeding Fifty Five Million US Dollars (USD \$55,000,000.00); and, we are prepared to follow the instructions of our client with regard thereto.

We hereby confirm that the said funds are available for a period of thirty one days, starting from date of this Swift Message and expiring thirty one days thereafter

We confirm that the funds of our account holder are good, clean and clear funds of a non-criminal origin.

This is a valued account in good standing at (Name of Investor's Bank), and we verify the capability of our account holder as stated above.

All communications between banks and all documents relating to this transition shall clearly reference the number designated above which shall not be changed for the duration of this transaction.

This confirmation is issued by the instructions of our account holder, (Name of Investor) in furtherance of their relationship with.

(Signature of bank officer)

EXHIBIT 14

LOMAX DECLARATION

From: mark H [REDACTED]@gmail.com>
Sent: Wednesday, February 13, 2013 5:22 PM
To: ADGROUP4 <ADGROUP4@SEC.GOV>
Subject: Fwd: FW: Preferred Funding
Attach: JV - Preferred.pdf; Acceptance of terms and conditions.pdf; Escrow - CES - Preferred.pdf

----- Forwarded message -----

From: Mark Horton <[REDACTED]@gmail.com>
Date: Mon, Feb 4, 2013 at 2:35 PM
Subject: Fwd: FW: Preferred Funding
To: mark H [REDACTED]@gmail.com>

----- Forwarded message -----

From: Mark Horton <[REDACTED]@gmail.com>
Date: Sat, Aug 28, 2010 at 11:22 AM
Subject: Fwd: FW: Preferred Funding
To: [REDACTED]@gmail.com

----- Forwarded message -----

From: Sean Finn [REDACTED]@gmail.com>
Date: Fri, Aug 27, 2010 at 10:14 AM
Subject: FW: Preferred Funding
To: Mark Horton <[REDACTED]@gmail.com>, Jon Anfinen <techcomgroup@mac.com>

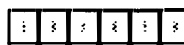
Mark / Jon,

Please call me with any questions.

To move forward we need the escrow instructions and the acceptance of terms and conditions signed.

Call me if you need anything.

Sean Finn

 *m-dwyer.com*

C [REDACTED]

F 702.425.1071

skype sean.finn7

website  www.m-dwyer.com



--

All My Best
Mark

Mark E. Horton, Managing Partner
Preferred Funding Partners
Providence Capital Advisors
Charlotte, NC , South Florida
ext. 703 (office)

 (Cell)

954-633-4578 (eFax)

Conference Call Number 712-432-1620

access code- 765565#

 Funds Provider

@gmail.com

 www.DeveloperMoneySource.com

"There are always opportunities through which a businessman can profit handsomely if they will only recognize and seize them".....John Paul Getty

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SEC-Horton-E-0000388

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All My Best
Mark

Mark Horton

Boca Raton

954-531-3999

954-633-4578 (eFax)

Conference Call Number 712-432-1620

access code- 765565#

SKYPE: FundsProvider

@gmail.com

"There are always opportunities through which a businessman can profit handsomely if they will only recognize and seize them"John Paul Getty

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JOINT ESCROW INSTRUCTIONS

**To: Commercial Escrow Services, Inc. (hereinafter, "Escrow Holder")
Antoinette Hardstone (hereinafter, "Escrow Officer")**

The Parties described in Section 1.01, jointly request, authorize and instruct you to open an escrow for the purpose of completing the transaction described herein in accordance with the terms, conditions and procedures set forth herein. The escrow shall be identified by the following identifier:

Escrow No.: 39-5602-AH

This identifier shall be referenced in all communications and shall not be altered for the duration of this transaction.

ARTICLE I **The Parties**

Section 1.01. The Parties.

The Parties to these Joint Escrow Holder Instructions are:

M.Y. Consultants Inc. (hereinafter, "Provider");

and,

**Mark Horton and Jon Anfinen, individually and as members of
Preferred Funding Partners LLC
(hereinafter collectively, "MH&JA/PFP ").**

Provider and "MH&JA/PFP" may sometimes herein be referred to in the singular by the word "Party"; and, may sometimes be collectively referred to herein as "The Parties".

ARTICLE II **Preliminary Recitals**

Section 2.01. Designation as Joint Escrow Holder Instructions.

Provider and "MH&JA/PFP" deem this document to be and do hereby lodge with you these operative Joint Escrow Instructions (**hereinafter, "Instructions"**).

Section 2.02. Date for Commencement of the Transaction.

The date for commencement of the transaction is the date that "MH&JA/PFP" has deposited with Escrow Holder the sum of Five Hundred Forty Thousand USD (\$540,000.00); and said funds are cleared and credited to Escrow Holder's account at the banking coordinates provided in Exhibit "A" attached hereto (**hereinafter, "Commencement Date"**).

Section 2.03. Underlying Transaction.

“MH&JA/PFP” has requested Provider to introduce “MH&JA/PFP” to an Investor that would be willing to enter into a Joint Venture with “MH&JA/PFP” for the benefit of “MH&JA/PFP” that is able to cause a verifiable Proof of Funds identifying that the Investor has on deposit cash and cash equivalents in the amount of not less than Fifty-four Million USD (US\$54,000,000.00) at a recognized and respected financial institution

ARTICLE III

Escrow Holder's Indemnification, Duties and Rights

Section 3.01. Indemnity for Claims, Loss, Damage, or Liability.

Provider and “MH&JA/PFP” hereby agree to be jointly and severally liable to indemnify and hold Escrow Holder and Escrow Holder's property, free and harmless from any and all claims, loss, damage, or liability arising as a result of the performance by Escrow Holder of its duties due to:

1. The failure of any term or condition of this escrow.
2. Escrow Holder's failure to ascertain or comply with the terms of any document, other than these Instructions or an amendment hereof duly executed by The Parties.
3. Escrow Holder's exercise of discretion in any particular manner or situation in which Escrow Holder is authorized by these Instructions to exercise discretion.
4. Any reason except Escrow Holder's gross negligence or willful misconduct in following these Instructions or acting as Escrow Holder of this escrow.

Section 3.02. Payment of Costs and Expenses.

“Provider” agrees to be liable to reimburse Escrow Holder for all costs and expenses incurred by Escrow Holder in fulfilling these Instructions and in the performance of its duties as Escrow Holder.

Section 3.03. Payment of Fees for Services.

“Provider” agrees to be liable to pay Escrow Holder a reasonable fee for services in acting as Escrow Holder in fulfilling these Instructions and in the performance of its duties as Escrow Holder pursuant to Escrow Holder's letter agreement with Provider.

Section 3.04. Disregard of Contract.

The duties of Escrow Holder are to be determined solely by these Instructions and any amendments jointly submitted by The Parties. Escrow Holder shall not be responsible to interpret the provisions of any document purported to be the underlying agreement between The Parties or, any knowledge or understanding of nor accept in escrow any document purported to be the underlying agreement of The Parties.

Section 3.05. Genuineness of Documents.

Escrow Holder is not responsible to undertake an investigation of the authenticity of the documents delivered to escrow, Escrow Holder shall assume that instruments, documents and other writings that are deposited in escrow are genuine; and, that they were duly executed by the person or persons represented as having been the person(s) who executed them. "MH&JA/PFP" shall at its own efforts investigate the authenticity of each and every document delivered to escrow by "MH&JA/PFP"'s independent due diligence and such documents shall be deemed authentic if not proven otherwise by "MH&JA/PFP" within three (3) banking days of the documents being delivered to "MH&JA/PFP" by Escrow Holder.

Section 3.06. Conflicting Demands or Claims.

Escrow Holder is not obligated to and shall not make a determination or resolve conflicting demands or claims to funds, instruments, documents, or items deposited in escrow, nor conflicting demands or claims concerning the validity, interpretation, or performance of these Instructions. If conflicting demands or claims are made Escrow Holder shall follow the provisions of these Instructions only and any demand or claims inconsistent herewith are hereby deemed void ab initio by The Parties and shall be disregarded by Escrow Holder.

If a conflicting demand or claim is made by The Parties on a material issue or duty of Escrow Holder that is not provided for herein, Escrow Holder is instructed and only authorized to refrain from carrying out any instructions or performing any duties not consistent with these Instructions until resolution of the conflict.

Section 3.07. Interpleader Action.

Notwithstanding the foregoing, in the event a conflicting demand or claim on a material issue or duty of Escrow Holder remains unresolved by The Parties for more than seven (7) days, Escrow Holder shall file an action in Interpleader with a court of competent jurisdiction for resolution of the conflict. In that action, Escrow Holder shall be entitled to an award for attorneys' fees and costs expended and earned in bringing the action. Upon lodging with the court all funds and writings, Escrow Holder's duties to The Parties shall terminate.

Section 3.08. Cooperation of Parties.

The Parties shall cooperate with Escrow Holder in carrying out these Instructions in order to complete this escrow. The Parties shall deposit in escrow upon the written request of Escrow Holder, all monies, instruments, documents, authorizations, or other items reasonably necessary to enable Escrow Holder to satisfy its duties as Escrow Holder in carrying out the provisions of these Instructions.

Section 3.09. Funds and Instruments Deposited in Escrow.

Escrow Holder is authorized to deposit all funds received in escrow in an escrow account maintained in Escrow Holder's name at a State or National Bank insured by an agency of the United States Government, including but not limited to a parent, affiliate or subsidiary of Escrow Holder; and, to retain those funds in such an account until disbursed pursuant to these Instructions.

Escrow Holder shall not be liable to The Parties for accrued interest, if any, while the funds remain in Escrow Holder's account. For purposes of these Instructions, funds deposited into escrow are deemed deposited when the funds have been confirmed as on deposit in Escrow Holder's account and are available for subsequent disbursements.

ARTICLE IV **Procedure Protocols**

NOTE: Escrow Holder shall not make any disbursement of funds except as described hereinbelow.

The Close of Escrow shall be contingent upon the timely happening and perfect performance of each of the following events:

Section 4.01. "MH&JA/PFP" Deposits US \$540,000.00 into Escrow Holder's Account.

Immediately upon the execution of these Instructions, "MH&JA/PFP" shall deposit into the custody of Escrow Holder a Services Fee in the amount of Five Hundred Forty Thousand USD (\$540,000.00) (hereinafter, "Service Fee") by wire transfer to the bank coordinates provided in Exhibit "A" attached hereto and incorporated herein by this reference as if set forth in full.

Upon the Service Fee being duly credited to Escrow Holder's account free of holds, Escrow Holder shall notify Provider of the "Service Fee" having been deposited and that the funds are available for a Close of Escrow.

Section 4.02. Provider Delivers Documents to Escrow Holder.

Upon receiving notice from Escrow Holder that the "Service Fee" has been deposited with Escrow Holder, Provider shall deliver to Escrow Holder and "MH&JA/PFP" the "Evidence of Account—Joint Venture Agreement" together with "Notice of Readiness to Proceed" naming a well respected bank to be used for the "MH&JA/PFP" s transaction, "Sample MT799 SWIFT Message", "Client Information Sheet" from investor, Authorization to Verify and Authenticate", "Investors Passport", "Affidavit of Non-Solicitation", duly executed by the Investor introduced by Provider, and any reasonable document that evidences cash or cash equivalents under the control of Investor in the amount of not less than Fifty-four Million USD (\$54,000,000.00).

Section 4.03. Escrow Holder Receives Documents.

Upon Escrow Holder's receipt of the documents described above, Escrow Holder shall deliver to "MH&JA/PFP" the documents attached to Provider's electronic mail to "MH&JA/PFP" at the electronic mail address provided for "MH&JA/PFP" in Section 5.05 hereinbelow, whereupon escrow shall be prepared to close. "MH&JA/PFP" shall have three (3) banking days to verify all documents delivered as being genuine or to discover that they are not what they have been purported to be by the Provider.

Section 4.04. Close of Escrow.

The Close of Escrow shall take place with Escrow Holder disbursing to Provider the Service Fee by the means and to the location that Provider shall solely designate to Escrow Holder, and "MH&JA/PFP" confirms that the documents provided and delivered by Provider, conforms in every aspect to what "MH&JA/PFP" had requested and holds Provider harmless of any outcome, if upon the forth (4th) day following the delivery to "MH&JA/PFP" of the documents, and "MH&JA/PFP" fails to notify Escrow Holder in writing that the documents delivered are not acceptable due to specifically identified misrepresentations or fraud and attaching thereto third party proof of the misrepresentation or fraud. Escrow shall immediately close upon "MH&JA/PFP" executing, and delivering the "Joint Venture Agreement" back to Provider.

If on or before the forth (4th) day following delivery to "MH&JA/PFP" of the documents to "MH&JA/PFP", "MH&JA/PFP" sends written notification that the documents delivered to "MH&JA/PFP" are not acceptable due to specifically identified misrepresentations or fraud and attaching thereto third party proof of the misrepresentation or fraud, Provider shall have two (2) business days within which time to correct any specifically identified deficiency with escrow remaining open. In the event that Provider shall correct the deficiency within such time, "MH&JA/PFP" shall be granted three (3) additional days to identify that the substituted documents are not acceptable due to specifically identified misrepresentations or fraud and attaching thereto third party proof of the misrepresentation or fraud; and should "MH&JA/PFP" not communicate such to Escrow Holder, it shall be assumed that the substituted documents are acceptable to "MH&JA/PFP" whereupon there shall be a Close of Escrow with disbursement of the Services Fee to Provider. However, in the event that Provider shall fail to correct the specifically identified deficiency or states that the deficiency cannot be corrected, Escrow Holder shall immediately thereafter refund the entire Services Fee to "MH&JA/PFP" free of any claims of right of Provider.

Upon the Close of Escrow, Escrow Holder shall be relieved of any further duties to The Parties.

Section 4.05. Failure of Escrow to Close.

For purposes of these Instructions, this escrow shall be deemed to have Closed when each condition precedent as described in Section 4.04 is perfectly performed. If escrow cannot close due to Provider's failure to provide documents within ten (10) days of the execution of these Instructions, Escrow Holder shall upon written demand of "MH&JA/PFP" immediately re-deliver to "MH&JA/PFP" all funds then held in escrow deposited by "MH&JA/PFP", Delivery shall be in such manner and to such location as "MH&JA/PFP" shall hereafter designate in writing. Upon Escrow Holder returning all funds then held in escrow deposited by "MH&JA/PFP", Escrow Holder shall be relieved of any further duties to The Parties.

ARTICLE V
General Provisions

Section 5.01. Sole Instructions.

Unless and until subsequently amended or cancelled in the manner provided herein, these Instructions shall constitute the complete and only Escrow Instructions of The

Parties. The Parties hereby revoke any prior Instructions that Escrow Holder may have received.

Section 5.02. Time of Essence.

Time is of the essence with respect to the perfect performance, occurrence, fulfillment and satisfaction of each and every term and condition of these Instructions.

Section 5.03. Amendments.

Once these Instructions have been executed and deposited with Escrow Holder, they may only be modified by a written amendment executed by all The Parties. No amendment or modification of Instructions shall be valid or effective unless and until being duly executed by all The Parties and being lodged with Escrow Holder. Any purported oral amendment or modification of these Instructions is ineffective and invalid.

Section 5.04. Cancellation of Escrow / Force Majeure.

A cancellation of this escrow can only be effected by means of supplementary escrow instructions; or, a written notice that complies with the respective provisions of these Instructions relating to Amendments; or, this Section relating to unilateral cancellation for the non-occurrence of a condition precedent due to force majeure. Upon cancellation of escrow pursuant to this Section, all funds, instruments, documents, and other items placed in the custody and control of Escrow Holder shall be returned to the Party that deposited it.

Section 5.05. Notices.

Any notice that is required or permitted under these Instructions must be in writing, signed by The Party giving the notice and must be delivered to Escrow Holder the other Parties by either: (1) certified mail postage prepaid return receipt requested; (2) facsimile with proof of transmission; or, (3) electronic mail. A notice not complying with this Section is ineffective. Notice shall be deemed given if by mail at the time of receipt; if by facsimile or electronic mail at the time of the completed transmission. Notices shall be given at the addresses, facsimile numbers or, electronic mail addresses as follows:

Escrow Holder: **Commercial Escrow Services, Inc.**
 3478 Buskirk Avenue, Ste 242.
 Pleasant Hill, CA. 94523
 Attn: Antoinette Hardstone, Escrow Officer
 Facsimile No.:
 Telephone No.: 925-933-9960
 Electronic Mail: toni@commercialescrow.com

Provider: **M.Y. Consultants, Inc.**
 2780 So. Jones Avenue, Suite# 215
 Las Vegas, Nevada 89146
 Facsimile No.: 702-876-8732
 Telephone No.: 702-876-3464
 Attn: Anthony Brandel, Director of Operation
 Electronic Mail: tony@mycilv.com

“MH&JA/PFP” : Mark Horton & Jon Anfinen
Preferred Funding Partners LLC
4830 Northwest 43rd St. # D-64
Gainesville, Fl. 32606
Telephone No.: 352-514-7117
Facsimile: No.:
Cellular No.:
Electronic Mail: techcomgroup@mac.com

Section 5.06. Waiver.

A term or condition of these Instructions may only be waived by a written waiver that has been executed by The Party or Parties the term or condition was intended to benefit; and, the waiver must be deposited with Escrow Holder. Any purported oral waiver of a term or condition contained herein shall be ineffective and wholly invalid.

Section 5.07. Assignments and Delegations Prohibited.

The rights of a Party hereto may not be transferred or otherwise assigned to a third person or entity. The duties of a Party hereto may not be transferred or otherwise delegated to a third person or entity.

Section 5.08. Governing Jurisdiction.

These Instructions shall be governed and all rights and liabilities under it determined in accordance with the laws of the State of Nevada and exclusively in the courts thereof.

Section 5.09. Attorneys' Fees.

Notwithstanding the provisions of Section 3.07, if a Party brings any legal action or seeks arbitration regarding any provision of these Instructions, the Party deemed to be less at fault in the litigation or arbitration shall be entitled to recover reasonable attorneys' fees from the Party deemed more at fault. This is in addition to any other relief granted.

Section 5.10. Binding on Heirs.

These Instructions shall be binding on and shall inure to the benefit of the affiliates and subsidiaries, heirs, executors, administrators and successors of The Parties, as well as, Escrow Holder.

These Instructions shall become binding on the date last executed by a Party and only upon execution by all Parties hereto.

M.Y. Consultants Inc.

By: _____
Anthony Brandel, Director of Operations

Dated: _____

Preferred Funding Group LLC

By: _____
Mark Horton, Member

Dated: _____

Preferred Funding Group LLC

By: _____
Jon Anfinen

Dated: _____

Request for Acknowledgment of Acceptance

Escrow Holder, please acknowledge receipt and acceptance of these Instructions with attached Exhibit "A", indicating your agreement to serve as Escrow Holder pursuant to the terms and conditions set forth herein by executing and returning to The Parties the acknowledgment and acceptance set forth below.

Acknowledgment and Acceptance by Escrow Holder

I, Antoinette Hardstone for and on behalf of Commercial Escrow Services, Inc., hereby acknowledge receipt of the foregoing Joint Escrow Instructions with attached Exhibit "A". Commercial Escrow Services, Inc. hereby agrees to establish escrow for the transaction to be conducted by/between M.Y. Consultants, Inc., together with Tradestar Partners; and, agree to serve as Escrow Holder pursuant only to the expressed terms and conditions as fully contained and set forth in the Joint Escrow Instructions and such additional instructions or amendments as may be jointly submitted to us by The Parties.

Commercial Escrow Services, Inc.

**By: _____
Antoinette Hardstone, Escrow Officer**

Dated: _____

Exhibit "A"

COMMERCIAL ESCROW SERVICES, INC.
3478 Buskirk Avenue, Ste 242
Pleasant hill, CA. 92523
Toni Hardstone, Escrow Officer
Phone: 925-933-9960
Email: toni@commercialescrow.com

WIRING INSTRUCTIONS

BANK: UNION BANK OF CALIFORNIA
1980 SATURN STREET
MONTEREY PARK, CA 91755

CREDIT TO NAME: COMMERCIAL ESCROW SERVICES, INC.
ESCROW TRUST ACCOUNT

ACCOUNT #: 9120087727

ROUTING #: 122000496

AMOUNT: \$ 540,000.00

ESCROW NO: 39-5602-AH

**Acceptance of Joint Venture Agreement
Terms and Conditions**

August 24, 2010

M.Y. Consultants Inc. (hereinafter, "Provider");

and,

Mark Horton, and Jon Anfinen individually and as Members of Preferred Funding Partners LLC (hereinafter collectively, "MH&JA/PFP").

Whereas the Provider has given to "MH&JA/PFP" a sample copy of the Joint Venture that will be signed by both the Investor and "MH&JA/PFP", with all attachments described in the Joint Escrow Agreement. Provider agrees that the final Joint Venture and all attachments will be exactly the same, unless changes were made that was mutually agreed upon.

By signing below, both parties agree that this agreement shall become binding.

Accepted By:

Accepted By:

Preferred Funding Partners LLC

Preferred Funding Partners LLC

Mark Horton, Member

Jon Anfinen, Member

Accepted By:

M.Y. Consultants Inc.



M.Y. Consultants Inc.
Anthony Brandel - Director of Operations

Evidence of Account - Joint Venture Agreement

This Evidence of Account – Joint Venture Agreement (hereinafter, “Agreement”) is entered into on this 24th day of August 2010 (hereinafter, “Effective Date”), by and between Malom Group AG, a Switzerland Company whose business address is: Seestrasse 185, CH8800 Thalwil-Zurich Switzerland (hereinafter, Investor); and, Preferred Funding Partner LLC a Florida corporation whose business address is: 4830 Northwest 43rd St. Unit D-64, Gainesville, Fl. 32606, together with Mark Horton and, Jon Anfinson, as an individual guarantor of the duties of Preferred Funding Partners LLC (hereinafter Collectively, “PFP/MH&JA”).

Investor, and “PFP/MH&JA” are sometimes referred to herein by the word “Party”; and, sometimes collectively referred to herein as the “Parties”

1. **Purpose of the Agreement:** The purpose of this Agreement together with the Representations and Warranties attached hereto and incorporated herein by this reference as if set forth in full as Exhibit “A”, is to induce Investor to evidence the mere existence of cash and cash equivalents in the amount of Fifty-four Million USD (\$54,000,000.00) in response to an inquiry of capability received from a prospective Contract Counter-Party’s bank. It is hereby expressly agreed that the name of the Contract Counter-Party (hereinafter, “CCP”) has not been disclosed to Investor; however, “PFP/MH&JA” certifies that the CCP is not suspected of being engaged in unlawful activity by an agency of a G-20 country.

The evidence of funds is not intended to be nor shall it act to be a commitment by Investor or its financial institution to either: transfer funds, pay for the purchase of any asset or services, block funds for any duration nor, suffer any lien, pledge hypothecation or call against the Investor’s accounts or the cash and cash equivalents held therein. The communication is merely intended and shall merely act as evidence of financial capability only.

With the advice of “PFP/MH&JA’s” independent legal, accounting and business advisors each of whom were consulted as to the nature of this Agreement, “PFP/MH&JA” desires to induce Investor to evidence their financial capability in the expectation that doing so shall result in one or more transactions that shall not subject Investor to any penal or pecuniary liability or perceptible risk of loss; and, that “PFP/MH&JA” shall benefit by the mere evidencing of Investor’s financial capability even though the cash and cash equivalents evidenced and/or Investor’s accounts shall not be subject to any lien, pledge, hypothecation or call of any nature whatsoever.

In consideration for Investor causing issuance and delivery of the Notice of Readiness to Proceed attached hereto and incorporated herein by this reference as Exhibit “B”, together with the delivery to escrow holder of a client Information Sheet; Authorization to Verify and Authenticate; Passport Copy; Affidavit of Non-Solicitation conforming to the requirements of Exhibits “D-1” through “D-4 inclusive; and, Investor providing evidence of financial capability from one (1) or more financial institutions as a letter or sanitized statement or bank letter to be attached as Exhibit “D-5”; and, Investor’s promise by this Agreement that in the event the CCP’s bank shall send a SWIFT™ Message of inquiry, Investor shall cause it’s financial institution acceptable to the CCP, to communicate the verbiage attached as Exhibit “B” by way of an MT799, or such other evidence of account requested by the CCP, “PFP/MH&JA” hereby promises, covenants, warrants and agrees to pay Investor a Financial Services Fee to be disbursed immediately upon the execution of this Agreement through escrow holder hereafter.

In addition to the above described Financial Services Fee, in the event Investor participates in a transaction offered by “PFP/MH&JA’s” designated CCP and executes agreements with the CCP in furtherance thereof, it is hereby agreed that Investor shall enter into the agreement in Investor’s sole

name for the benefit of this Joint Venture with "PFP/MH&JA" being entitled to receive Fifty Percent (50.0%) of the profits derived therefrom; and, Investor shall retain as its sole and separate property Fifty Percent (50.0%) of the profits derived therefrom, with "PFP/MH&JA" being solely responsible to compensate the introducers and intermediaries. Concurrently with the execution of any trade contract or buy sell agreement; Investor if authorized by the CCP shall execute a Master Fee Protection Agreement directing the payment of the above-mentioned compensation directly to "PFP/MH&JA".

It is hereby agreed that Investor has no personal knowledge of the underlying transaction nor the means, methods and procedures for its commencement. Notwithstanding the foregoing, in the event that Investor shall invest more than the sums required under this Agreement with the CCP introduced by "PFP/MH&JA", Investor shall pay to "PFP/MH&JA" an introducers' fee of Five Percent (5.0%) of the profits earn by Investor on the excess so invested, as well as, Five Percent (5.0%) of any gain realized from other introductions made by "PFP/MH&JA" to Investor of any third person or entity.

2. **Promises, Covenants and Warranties of "PFP/MH&JA"**: In addition to those warranties and representations contained in the document entitled "Representations and Warranties" executed concurrently herewith and incorporated herein by reference as Exhibit "A", "PFP/MH&JA" hereby promises, covenants, warrants and agrees that no SWIFT™ communication shall be sent to the Investor's bank except by the CCP designated; and, that no SWIFT™ communication shall be sent to the Investor's bank without the prior written approval of Investor of the specific verbiage to be communicated thereto; and, the proposed verbiage of the CCP's bank communication to Investor's bank shall be delivered to Investor not less than forty-eight (48) hours in advance thereof for the Investor's prior approval of the verbiage to insure it conforms with the provisions of this Agreement. Investor reserves the right to first know who the CCP and CCP's Bank Officer is and to have the ability to communicate with the CCP and CCP's Bank Officer, prior to any communication to the Investors bank.

3. **Promises, Covenants and Warranties of Investor**: Investor hereby promises, covenants, warrants and agrees to cause it's financial institution acceptable to the CCP to respond to the CCP's bank inquiry of capability by way of communicating a MT799 SWIFT™ Message conforming to the verbiage attached hereto as Exhibit "B". Investor shall cause said financial institution to deliver the MT799 response set forth in Exhibit "B" within two (2) banking days of the CCP's bank inquiry being received.

4. **Term**: This Agreement shall commence upon this document being fully executed by both Parties and will remain active for the duration of any transaction triggered by "PFP/MH&JA" with the CCP introduced by "PFP/MH&JA" to Investor. The Investor hereby agrees to be prepared to evidence financial capability in the form of the MT799 response on a non-exclusive basis or by executing a contract acceptable to Investor with the CCP who shall not be suspected of being engaged in unlawful activity by an agency of a G-20 country who was introduced by "PFP/MH&JA" for a period of thirty (30) days after this Agreement has been fully executed by both Parties, at which time this Agreement becomes null and void. This Agreement shall expire upon the above thirty (30) day period from the effective date, unless the transaction triggered by "PFP/MH&JA" is successful, which this agreement will remain in effect for the remaining duration of the transaction triggered by "PFP/MH&JA". It is agreed that "PFP/MH&JA" shall be allowed to submit Investors information to only ONE (1) CCP and must be done within the agreed upon time mention above. The contract with the CCP must be submitted prior to the Investor executing this agreement, and shall be made part there of as Exhibit "E" If the transaction is not successful that was triggered by "PFP/MH&JA", this Agreement becomes null and void. Investor reserves the right to cancel this agreement prior to executing any contract with CCP, for any reason.

5. **Payments**: "PFP/MH&JA" shall cause the Financial Services Fee held by Commercial Escrow Services, escrow number 39-5602-AH to be paid to Investor as instructed in the escrow agreement, immediately upon the execution of this Agreement; and, the Parties agree that all monies

derived from any transaction triggered as a result thereof shall be fully accounted for by the receiving Party with immediate disbursement of profits to the other pursuant to the provisions of Section 1.

6. **Non-Disclosure & Non-Circumvention:** During the course of business the Parties may intentionally or inadvertently come to learn from the other as a result of the contemplated transaction, the names and contact information of the other Party's business associates, investors and lenders, including but not limited to individual's names, addresses, telephone, facsimile numbers, electronic mail addresses of the employees thereof; and, the means, methods and business dealings of the other Party, all of which constitutes valuable Proprietary Information and trade secrets belonging to the other Party (hereinafter, "Proprietary Information"), which the Parties intend be protected under the Uniform Trade Secrets Act as adopted in any jurisdiction having a rational relationship to the Parties and the subject matter hereof.

The Parties acknowledge and hereby promise, covenant, warrant and agree that the Proprietary Information of the other disclosed or, inadvertently learned by a Party is hereby recognized as the exclusive Trade Secrets of the other that shall be kept confidential. In the event that a disclosure of Proprietary Information is required other than as contemplated by this Agreement, the Parties promise one to the other that in advance of making a disclosure to any third person or entity of the other's Proprietary Information that they shall advise the other in writing of the need of such disclosure and inform the other of the justification thereof in advance of making any disclosure.

Prior to being given a right to disclose to any third person or entity Proprietary Information, the disclosing Party shall cause the third persons or entities to receive the Proprietary Information of the other, to execute a non-disclosure agreement for the benefit of the other in such form as shall be acceptable to the other and deliver a copy thereof to them. The Parties hereby promise, covenant, warrant and agree one to the other not to solicit or accept a solicitation for the conducting of any business with the third persons or entities that constitute the Proprietary Information of the other without the prior written consent of the other; and, shall cause similar promises, covenants and warranties to be contained in the non-disclosure agreement to be executed by the third persons or entities to whom Proprietary Information is desired to be disclosed.

7. **Remedies, Indemnification and Hold Harmless:** In the event that a Party or the privies thereof shall breach any promise, covenant, condition, provision, representation or warranty contained or incorporated herein by reference, the offending Party shall be liable for any and all actual, consequential and future monetary damages that may result therefrom as shall be proven as attainable or actually lost at the time of trial. It is hereby expressly understood, acknowledged and agreed that each of the promises, covenants, representations and warranties made or incorporated herein are material to the present and future business dealings of the other. In the event a claim be made by third persons or entities as a result of the acts or omissions of a Party hereto, the Party who's acts or omissions caused the claim shall retain at their sole expense, the legal counsel chosen by the other to defend the other against the claims of those third persons or entities; and, the Party who caused the act or omission which resulted in the action against the other hereby promises, covenants, warrants and agrees to pay any damages that may be awarded as a result thereof before the damage award constitutes a lien on the property of the other.

8. **Personal Jurisdiction, Venue and Attorney's Fees:** This Agreement will be subject to the laws of Switzerland and the Parties agree to personal jurisdiction therein with venue to be in the Canton of Zurich, City of Zurich, Switzerland. In the event litigation is commenced to enforce a legal or equitable right, the Party determined to be less at fault shall in addition to any monetary damages and equitable relief granted by the court be entitled to an award of attorney's fees and cost of suit.

9. **Waiver:** Any term or condition of this Agreement may be waived, but only by a written Waiver executed by the Party the term or condition was intended to benefit. Any purported oral Waiver shall be ineffective and invalid.

10. **Complete Agreement, Modification:** This Agreement sets forth the full and complete agreement of the Parties relating to the subject matter hereof. This Agreement may not be modified, except by a writing that is duly executed by all the Parties hereto.

11. **Survivability:** In the event a court of competent jurisdiction shall find a term, condition or clause of this Agreement to be unenforceable or void, the offending term, condition or clause shall be stricken as if it had never been a part hereof and the remainder of this Agreement shall be interpreted to effect the expressed intent of the Parties.

12. **Counterparts:** This Agreement may consist of one or more counterparts, which upon execution by all the Parties shall constitute one and the same instrument binding upon them. All duly executed facsimile or electronically transmitted documents when transmission is self-authenticating shall be considered as original documents and deemed delivered upon their electronic transmission.

13. **No Partnership Relationship – Tax Liability:** The Parties do not intend and this Agreement shall not create or give rise to a General Partnership Agreement that would cause one Party to have the right or power to bind the other Party to the provisions of any agreement with a third person or entity; or, grant to a Party the right to the separate dealings of a Party hereto. Each Party shall report separately and be solely responsible for the payment of any Income Tax, Value Added Tax or other tax or assessment that they may be liable for as assessed by any government or taxing authority having jurisdiction.

Executed and becoming binding on the Parties on the date last set forth below.

Preferred Funding Partners LLC

By: _____
Mark Horton, Member

Dated: _____

Mark Horton, Individually

By: _____
Mark Horton

Dated: _____

Jon Anfinsen, Individually

By: _____
Jon Anfinsen

Dated: _____

Malom Group AG

By: _____
Martin U. Schlaepfer, CEO-Member of the Board

Dated: 24 August 2010

Exhibit "A"

Representations and Warranties of:

Preferred Funding Partners LLC (hereinafter, "PFP"); along with, Mark Horton and Jon Anifinsen acting as members thereof and individually (hereinafter, "MH&JA").

"MH&JA" for and on behalf of "PFP" and himself individually hereby makes the following representations and warranties in order to induce *Investor* (hereinafter, Investor) to cause evidence that Investor has cash or cash equivalents in the amount of Fifty-four Million USD (US\$54,000,000.00) at a recognized and respected financial institution; and, to cause evidence thereof to be communicated by way of a response to a bank inquiry initiated by the bank of the Contract Counter-Party (hereinafter, "CCP") to be introduced by "PFP", to Investor's designated financial institution by way of an MT799 SWIFT™ message conforming to the verbiage attached hereto as Exhibit "B", or alternatively, by another reasonable means to the satisfaction of the CCP.

"MH&JA" and "PFP" warrant that each representation of fact and warranty contained herein shall be deemed to be independently material and independently relied upon by Investor as an inducement that shall cause Investor to evidence the existence of their financial capability. Notwithstanding that Investor may not conduct an investigation into the representations and warranties set forth herein even with knowledge of facts now known or hereafter discovered that would give rise to "Inquiry Notice". It is expressly agreed that Investor and Investor's associates shall be under no duty to perform an investigation into the representations herein, which representations are warranted by "MH&JA" and "PFP" to be true and correct.

1.01 Organization and Qualification. "PFP" is a sophisticated and experienced investor, and has completed the due diligence necessary on the CCP required to meet all of the investors guidelines obtained in this agreement.

1.02 Authorization. "PFP" and "MH&JA" have all necessary power and authority to enter into and perform the transaction according to the Evidence of Account – Joint Venture Agreement.

1.03 Enforceability. Upon execution of the Evidence of Account – Joint Venture Agreement, Escrow Instructions and any ancillary documents executed by "MH&JA", such shall be the valid and binding obligations of "PFP" enforceable in accordance with their terms.

1.04 Conflicting Obligations. The execution and delivery hereof does not and the provisions and consummation of the transactions described in the Evidence of Account – Joint Venture Agreement and Escrow Instructions will not:

- a. Conflict with or violate any provisions of any agreement "PFP" may have executed;
- b. Conflict with or violate provisions of or result in the maturation or acceleration of any obligations under any contract or order that "PFP" is subject; or,
- c. Violate any restriction or limitation and shall not give to any third person or entity a cause of action for damages of any kind against Investor.

1.05 Third Party Consents. No third person or entity's consents, approvals or authorizations are necessary for the execution and consummation of the Evidence of Account – Joint Venture Agreement and/or Escrow Instructions.

1.06 Licenses – Compliance with Law. “PFP” is in compliance with the terms and conditions of any license under which it conducts business or plans to conduct business. “PFP” shall only engage in transactions for which it is licensed. “PFP” warrants that neither the execution hereof, the Evidence of Account – Joint Venture Agreement, nor the consummation of the transactions contemplated will result in the revocation, or an adverse change in the terms or conditions of “PFP”’s licenses, and all licenses shall continue in full force and effect in accordance with their present terms unaffected by the consummation of the transactions contemplated. “PFP” is not in default under any law, license or order.

1.07 Covenant Not to Incur Liability. “PFP” shall not cause the Investor, the Investor’s account or funds therein, the Investor’s bank or its officers to incur any liability or obligation as a result of “PFP”’s use of the documents Investor shall deliver to escrow holder. Investor’s documents: (1) shall not be evidenced by “PFP” for unlawful purposes; and, (2) shall not be distributed to anyone other than the designated CCP. “MH&JA” and “PFP” shall insure that Investor’s cash and cash equivalents shall not be subject to any lien, pledge, hypothecation, demand or call of any nature whatsoever; and, Investor’s identity not subject to theft or misappropriation.

1.08 No Restrictions. There is no action, proceeding or investigation in any court or before any governmental authority pending or threatened against “PFP” that seeks to enjoin or obtain damages with respect to the consummation of the type of transaction as contemplated by “PFP”’s with the CCP.

1.09 Title to Compensation and/or Fees. The financial services fee to be paid to Investor and introducers shall be from funds earned by “PFP” derived from legal sources, with all taxes paid, free and clear of encumbrances and third party rights or claim of right of any kind or nature whatsoever.

1.10 Brokerage. “PFP” has not incurred, or made commitments for any brokerage, finders’ or similar fee in connection with the transaction contemplated that would constitute an obligation secured by the monies to be paid to Investor as a financial services fee or from the profits from the transaction. All such introducers’ fees and commissions shall be the sole responsibility of “PFP”.

1.11 Financial Sophistication; Expert Advice. “MH&JA” and “PFP” are Accredited Investors as that term has meaning pursuant to Rule 501 of Regulation D of the United States Securities Act of 1933 as amended; and, have substantial financial expertise. “PFP” has received from their own investment, financial, business, tax, banking and legal advisors, detailed advice and consultation with regard to the contemplated transaction; and, the fact that “MH&JA” nor “PFP” shall have no right to cause the funds evidenced by Investor to be subject to any lien, pledge hypothecation or call of any nature.

“PFP” has not requested; and, the Investor and the Investor’s associates have not offered to give and have not given any investment, financial, business or legal advice to, “PFP”, or any third person or entity associated with “MH&JA” or “PFP”, nor have they rendered an opinion that the services requested by “PFP” to be provided by Investor are suitable to “PFP”’s intended purpose.

1.12 No Attempts to Withdraw or Encumber Funds Evidenced. “MH&JA” and “PFP” promise, covenant, warrant and agree to do no act or undertake any actions that would result in: (1) a demand being made for withdrawal or demand for payment of monies from the Investor’s Account(s); or, (2) a lien or other encumbrance to be attempted to be perfected thereon. Moreover, it is expressly agreed that no communication shall be requested by “MH&JA” or “PFP”, and Investor’s financial institutions shall not perform any act or make any communication on behalf of “MH&JA” or “PFP” that would subject the assets of Investor to even a perceptible risk of loss.

“MH&JA” and “PFP” shall not cause there to be made any check or draft drawn against the accounts; and, shall insure that no third party security interest, lien, claim, pledge or encumbrance (perfected or unperfected), is levied or threatened to be levied against Investor’s funds and/or Investor’s accounts. “MH&JA” and “PFP” is merely given the right to evidence Investor’s account(s) without the ability to bind by contract or otherwise either the Investor or Investor’s Account to a third person or entity.

Evidence of Account – Joint Venture Agreement

Initials: _____

1.13 Use of the Proof of Funds. "MH&JA" and "PFP" promise, covenant, warrant and agree to utilize Investor's evidence of funds for lawful purposes only. In anticipation that Investor may opt not to participate in an opportunity that may be offered to "PFP" after Investor has evidenced their financial capability, "MH&JA" and "PFP" hereby promise, covenant, warrant and agree not to enter into any agreement with the CCP absent "PFP" having an ability to perform their duties under that agreement independently of the Investor's financial capability evidenced; and, to do no acts that will subject the Investor's Account(s), the cash and cash equivalents therein, the Investor, the Investor's financial institution or Investor's employees, officers and directors to penal or pecuniary liability.

1.14 Indemnification and Hold Harmless. "MH&JA" and "PFP" promise, covenant, warrant and agree that in the event a claim be made by third persons or entities as a result of "MH&JA" or "PFP"'s use of Investor's evidence of financial capability, or any other acts or actionable omissions of the, "PFP" or their privies, that "MH&JA" and "PFP" shall indemnify, defend and hold harmless Investor, Investor's financial institution and the introducers (hereinafter, "Indemnitees") there from; and, "MH&JA" and "PFP" shall retain at their sole expense, the legal counsel chosen by Indemnitees to defend against the claims of any third persons or entities; and, in the event that a judgment be awarded against Indemnitees due to the acts or actionable omissions of "MH&JA" or "PFP" or their privies, "MH&JA" and "PFP" hereby promise, covenant, warrant and agree to pay any damages that may be awarded before the judgment becomes a lien on the property of Indemnitees.

1.15 No Representation as to Underlying Transaction. "MH&JA" and "PFP" expressly certify and warrant that "PFP" has: (1) sought and requested Investor to evidence financial capability in order to pursue possible business opportunities that may be offered to "PFP" from the CCP as a result thereof; (2) independently identified the CCP; (3) independently identified a subsequent purchaser of the goods or services that may be offered to "PFP" by the CCP; (4) independently arranged for a means other than Investor's financial capability to conclude the transactions that may be offered; (5) performed independent due diligence on the CCP and subsequent purchaser each of whom have remained unidentified to Investor and Investor's privies with "MH&JA" and "PFP" being satisfied as to their capability to perform under the contracts that shall hereafter be delivered; (6) concluded that the payment to Investor of the compensation identified in the Evidence of Account – Joint Venture Agreement and the compensation to be paid separately to the introducers and intermediaries is reasonable in light of the totality of the circumstances; and, (7) not requested and the Investor, Investor's associates nor the introducers and intermediaries have not rendered an opinion that Investor's mere evidencing of capability is suitable for "PFP"'s intended purposes.

1.16 Time, Place Manner Restrictions on Verification. "MH&JA" and "PFP" acknowledges that repeated and uncontrolled inquires to verify the Investor's financial capability can become burdensome to the financial institution and the officers thereat; and, could cause the financial institution and/or the officers thereof to ask for a closure of Investor's Account(s) and put Investor's very relationship with its financial institutions in jeopardy as well. Consequently, "PFP" hereby promises, covenants, warrants and agrees that verification of Investor's financial capability to which Investor shall cause the affirmative response in the form of the SWIFT™ MT799 message shall be communicated to Deutsche Bank on one (1) occasion only and from the designated bank of the one (1) designated CCP to hereafter be identified to Investor. "MH&JA" and "PFP" hereby promise, covenant, warrant, and agree that no SWIFT™ communication shall be sent to Investor's financial institution without the prior written approval of Investor of the specific verbiage to be communicated thereto.

Notice of a pending inquiry by the CCP's bank shall be delivered by "PFP" to Investor in writing not less than forty-eight (48) hours in advance thereof. The notice shall identify the name of the bank and officer thereat making the inquiry; the name and business address of the company the inquiry is being made on behalf of; telephone and facsimile numbers of the person at the company on whose behalf the bank inquiry is being made; and, the acceptability of an alternative verification of capability means.

1.17 Consequences of a Material Breach. "MH&JA" and "PFP" warrant and agree that each representation of fact and warranty contained hereinabove shall be deemed to be independently material and independently relied upon by Investor as an inducement that shall cause Investor to evidence ownership or control over the amount of Fifty-four Million USD (US\$54,000,000.00) or more of cash or cash equivalents.

In the event Investor discovers or is caused or threatened harm as a result of a material breach of any of the representations and warranties set forth herein including the suspicion that criminal activity is afoot, notwithstanding that such representations and warranties are indemnified by the provisions of Section 1.14 above, Investor shall deliver to "PFP" written notice of the event(s) or occurrence(s) constituting the harm or risk of harm and allow "PFP" two (2) days from the receipt of such notice to remedy the threat of harm or the breach (if possible). In the event that "PFP" shall not be able to remedy the threat of harm or breach within that period of time to the satisfaction of Investor, Investor may at its sole option, in addition to any other remedies available at law or in equity to be sought thereafter, terminate "PFP"'s ability to evidence its capability to the CCP, whereupon Investor, escrow holder and the introducers and intermediaries shall have no further duty to "MH&JA" or "PFP".

Preferred Funding Partners LLC

By: _____
Mark Horton, Member

Dated: _____

Mark Horton, Individually

By: _____
Mark Horton

Dated: _____

Jon Anfinen, Individually

By: _____
Jon Anfinen

Dated: _____

Exhibit "B"

Response to CCP's Bank Inquiry By SWIFT™ Message

By SWIFT™ MT799 Message

Date :
To :
Bank :
Address :
Account Name:
On behalf of :
Account No. :
Swift :
Tel/Fax :
Officer :

We, Deutsche Bank, hereby acknowledge our receipt of your inquiry with regard to our account holder Malom Group AG. We hereby confirm with full responsibility that our account holder is capable of engaging with your account holder in an amount of not less than Fifty-four Million USD (\$54,000,000.00); and, we are prepared to follow the instructions of Malom Group AG with regard thereto.

We confirm that the cash and cash equivalents of Malom Group AG are good, clean and are of a non-criminal origin.

This is a valued account in good standing at Deutsche Bank and we verify the capability of our account holder as stated above.

This confirmation is issued by the instructions of our account holder *Investor* in furtherance of their relationship with Preferred Funding Partners LLC

Exhibit "C"
Notice of Readiness to Proceed

August 24, 2010

M.Y. Consultants Inc.
Anthony Brandel
2780 S. Jones, Suite 215
Las Vegas, NV. 89146

Via Electronic Mail
tony@myciv.com

For Further Delivery To: Preferred Funding Partners LLC

Re: Notice of Readiness to Proceed.

We are pleased to advise you, that in reliance upon the promises, covenants, warranties and agreements contained in the Evidence of Account – Joint Venture Agreement inclusive of the Representations and Warranties attached as Exhibit "A", that we are prepared to cause our financial institution to accept and respond to an inquiry as to our capability to engage in a risk free transaction in an amount equal to Fifty-four Million USD (\$54,000,000.00). A letter from our bank is attached for your review and verification purposes of our capability.

Upon receipt of an inquiry to our financial institution by SWIFT™ message from the bank of the Contract Counter-Party to be identified by you hereafter, a person or entity that is not suspected of or deemed engaged in unlawful activity by an agency of a G-20 country, we shall immediately cause Deutsche Bank to issue a SWIFT™ message conforming to the verbiage of Exhibit "B" of the Evidence of Account – Joint Venture Agreement.

Please instruct the Contract Counter-Party you have identified to direct all inquiries as to our financial capability to our financial institution as follows:

Name of Bank :
Address :

Account Name:
Bank Officer:
Swift Address :

In order to insure proper and timely response, Preferred Funding Partners LLC., is to advise us of the form of the SWIFT™ message expected to be communicated; provide to us the verbiage of the SWIFT™ message that will be communicated; advise us of the name of the bank that will communicate the SWIFT™ message, as well as, the name of the Contract Counter-Party on whose behalf the bank inquiry is being made; and, advise us of the date and approximate time that the SWIFT™ message will be transmitted to our financial institution not less than forty-eight (48) hours in advance thereof.

In addition to the Proforma verbiage of the SWIFT™ Message we are prepared to cause to be issued in response to an inquiry, we hereby attach Exhibits D-1 through D-5 inclusive.

We thank you for the opportunity to be of service to you.

(Name of Investor)

By: _____
(Name and Title of Signatory)

Evidence of Account – Joint Venture Agreement

Page 10 of 18

Initials: _____

SEC-Horton-E-0000399

CLIENT INFORMATION SHEET

(Investor)

Transaction Code :

Client Ref No :

In accordance with Articles two (2) through five (5) of the Due Diligence Convention and the Federal Banking Commission Circular of December 1998, concerning the prevention of money laundering, and Article 305 of the Swiss Criminal Code, the following information may be supplied to banks and/or other financial institutions for the purpose of verification of identity and activities of the investing Member, and the nature and origin of the funds which are to be utilized. I hereby authorize you to verify this information supplied by me. All information provided herein will be treated in a private and confidential manner.

1. Client Name (Signatory) :
2. Citizenship/ Nationality :
3. Date of Birth :
4. Federal ID Number (if any) : To be provided upon receipt of an acceptable contract
5. Home Address : To be provided upon receipt of an acceptable contract
6. City, State & Country : To be provided upon receipt of an acceptable contract
7. Home Telephone No. : To be provided upon receipt of an acceptable contract
8. Home Facsimile No. : To be provided upon receipt of an acceptable contract
9. Cell / Mobile Telephone No. : To be provided upon receipt of an acceptable contract
10. E-mail Address :
11. Passport Number :
12. Passport Issuing Date :
13. Passport Expiration Date :
14. Business/Company Name :
15. Address :

- 16. City & State :
- 17. Domicile & Registry No. :
- 18. Business/Company Phone No:
- 19. Business/Company Fax No :
- 20. E-mail Address Company :
- 21. Prime Business Activity :
- 22. Legal Advisor/Law Firm:
- 23. Address :
- 24. City, State, Post Code :
- 25. Telephone Number :
- 26. Facsimile Number :
- 27. E-mail address :
- 28. Bank Information

Name of Bank	:	Deutsche Bank
Branch	:	Contact Mr. Schlaepfer
Street Address	:	Contact Mr. Schlaepfer
City / Country	:	Contact Mr. Schlaepfer
Post Code	:	Contact Mr. Schlaepfer
Bank Officer / Title	:	Contact Mr. Schlaepfer
Telephone Number	:	Contact Mr. Schlaepfer
Facsimile Number	:	Contact Mr. Schlaepfer
Account Name	:	Malom Group AG
Account Number	:	Contact Mr. Schlaepfer
Account Signatory	:	Martin U. Schlaepfer
SWIFT Code	:	Contact Mr. Schlaepfer

29. Funds available for this transaction: USD\$ Fifty-four Million (\$54,000,000.00)

30. Clients Account where Profits are to be paid

Name of Bank: To be provided upon receipt of an acceptable contract

Bank Address: To be provided upon receipt of an acceptable contract

31. How were funds earned (i.e. Origin)? More than 22 years of real estate and securities investment activities.

32. Are funds free and clear?

All electronic transmissions (i.e. facsimile, email, etc.) of this Client Information Sheet, or any other associated document(s) shall be considered as legal, binding and enforceable instruments, treated as an original copy.

The undersigned hereby affirms, under penalty of perjury, that all information given hereon is accurate and true.

X _____

Date: _____

Client's Full Legal Name:

Passport No.:

Country:

Expiration Date:

Corporate Seal

Exhibit D-2

TYPE ON BUYER'S LETTERHEAD

Authorization to Verify and Authenticate

Date: 24 August 2010

Preferred Funding Partners LLC

Attn: Mark Horton – Jon Anfinson

We, the undersigned, hereby confirm with full corporate authority and responsibility that we authorize the Contract Counter-Party you shall identify hereafter, to verify and authenticate our Cash and Cash Equivalents attached hereto as Exhibit "D-5" and presently credited with Deutsche Bank in advance of our causing a SWIFT™ Message confirming our financial capability in the amount of Fifty-four Million USD (\$54,000,000.00) being communicated from Deutsche Bank

Please cause the Contract Counter-Party you wish for us to engage with, to contact me at least forty-eight (48) hours in advance of his verification so that I can advise him of the contact information for our bank officer, as well as, notify our bank officer of whom will be contacting him to insure their call will be warmly received

Signature Date: ____/____/10

Name:

Title:

Company:

Passport No. _____

Country of Issue: _____

Corporate Seal:

PASSPORT COPY



**PASSPORT
HOLDER'S
PHOTOGRAPH**

**PROVIDE COPY ENLARGED - PICTURE MUST BE
CLEAR AND NOT DARK**

**ENLARGE & LIGHTEN (USING PHOTO SETTING).
Color scan the Passport into your computer at a high
resolution and send via email in the JPEG format.**

Exhibit D-4

(Must be on Letterhead of Signatory)

AFFIDAVIT OF NON-SOLICITATION

To: Compliance Department

Transaction Reference:

Re: Participation in Structured Private Financial Opportunity

I, Martin U Schlaepfer as Account Signatory for Malom Group AG do hereby confirm that I have specifically requested of you for my sole personal use and/or education information, as well as, that of Preferred Funding Partners LLC, documents, materials and/or contacts regarding private placement business transactions. I fully understand and agree that this is not intended to be and must not be in any form and/or manner construed to be a solicitation of investment funds and/or an offer to buy and/or to sell securities. Further I am an experienced, exempt and qualified investor as defined by the U.S. Securities Act of 1933 and any and all amendments.

I understand that any transaction contemplated by me as a result of receiving any items is strictly one of private placement, and is in no way relying upon, or relating to, the United States Securities Act of 1933, as amended, or related regulations, and does not involve the sale of securities.

Further, I hereby represent that I am not an informant, nor am I associated with any Suisse government agency or agency of the United States of America, such as the Secret Service, Internal Revenue Service, Federal Bureau of Investigation, Central Intelligence Agency, Securities and Exchange Commission, Banking Commission, nor any other country, nor any other agencies whose purpose is to gather information regarding such offerings.

I agree and declare that you have disclosed that you are not a licensed Security trader, attorney, bank officer, certified public accountant or financial planner. Any information, documents, work product, contacts provided or services conducted hereunder is that of a private individual and that this is a private and confidential business transaction that is exempt from the Securities Act and any amendments there of and not intended for the general public but for Private Use only.

By signing this document, I agree, acknowledge and accept that this information is solely for my use only and I agree to keep this information, documents, materials and contacts provided private, confidential and protected from any and all third persons or entities and shall not cause further distribution and/or disclosure.

I attest, of my own free will and without any coercion and/or inducement of any kind from anyone, that my receipt and use of the requested information, documents and contacts provided is to be considered and accepted without exception as "proof positive" that I "specifically" requested said information and that at no time was I or any of my associates solicited in any form or manner by you, your company or any of your associates or any third person or entity to engage with you.

I understand, agree and accept that any and all electronic transmissions (i.e. facsimile, email, etc.) of this document shall be considered as legal, binding and enforceable instruments, treated as originals.

I, the undersigned, hereby attest, acknowledge and certify under penalty of perjury that I have fully read and understand all of the above and that by my signature below, I agree and accept with full legal responsibility all statements made herein.

X _____

Date:

Printed Name:

City/State:

Passport Number:

Country of Origin:

Exhibit D-5
(Proof of Funds in the Form of an Institutional Letter or Statement)

EXHIBIT 14

LOMAX DECLARATION

From: Sean Finn [sfinn@m-dwyer.com]
Sent: Thursday, November 04, 2010 6:23 PM
To: 'Eric Krupa'; 'Renee Allen'; 'Jim Anderson'; 'Creative Realty and Financing, LLC'; rheard@gmail.com
Subject: Update on the Mr. Gilliams call

Partners,

The call went well.

Of the 3 options Joseph thought #2, the gold option had the highest return and principal protection. It requires a MT760, Mr. Gilliams is sending the verbiage of that SWIFT message over along with more info on the underlying transaction itself.

The possibility of a one year contract was discussed.

Mr. Gilliams controls the flow of the gold and stated he can supply as much as needed.

He will also be sending a list of the refineries that we will be utilizing, which is a big factor.

As soon as I have these I will forward on to you.

Sean Finn

m-dwyer.com

€

F 702.425.1071

skype sean.finn7

website www.m-dwyer.com

 Logos-final (2)

EXHIBIT 15

LOMAX DECLARATION

From: Sean Finn [sfinn@m-dwyer.com]
Sent: Tuesday, April 26, 2011 7:46 PM
To: 'Anthony Brandel'; [REDACTED]@aol.com
Subject: Tranen response
Attachments: image001.jpg

Any thoughts?

From: Karl Andersen [mailto:Karl@tranencapital.com]
Sent: Tuesday, April 26, 2011 5:04 PM
To: Sean Finn; 'Ric Fink'
Cc: klandgaard@tranencapital.ie
Subject: RE: Thanks for the call today

Sean,

We appreciate that this group has a nice history in the market and that they have nice resumes. They seem like really polished guys. We are not debating the merits of the group but rather the need for the charges of \$5 million when all that is happening is that we are purchasing structures that we have already created. Even from scratch, we have spent only \$500,000 at most on legal, compliance, set up costs etc and we have signed the likes of Goldman, Morgan Stanley, Jefferies and other European institutions. All of our investors are offshore, Japanese Pension Funds, Corporates and high net worth, so we are not the typical US clients. I personally have spent a collective 5 years overseas both studying and working in Investment Banks in Europe.

Our conclusion is reasonable. We need to see why the need to even have \$500k being ponied up. All we want is something that is transparent as far as costs. If they are raising the capital from their clients and want a placement fee, we are happy to arrange that as well. We are willing to work with these guys provided that we spend money efficiently for the clients that come in and not on "set-up" costs.

Remember that our current public fund will be an offer of \$300m and that is to all European Institutions. So we trust that we can get it done too without them. They also mention a guarantee of placement. How does that manifest itself? Is there an official proof of funds from the bank?

Please Advise.

Kind regards,

Karl

From: Sean Finn [mailto:sfinn@m-dwyer.com]
Sent: Tuesday, April 26, 2011 6:25 PM
To: 'Ric Fink'
Cc: Karl Andersen; klandgaard@tranencapital.ie
Subject: Thanks for the call today

Gentlemen,
Hans Jurg Lips / Malom has been creating and marketing these types of bonds for 20 years. He is on a first name basis with the institutions that purchase these bonds. Hands down we feel that Europe is the best place to sell what you have.

Hans Jurg Lips/ Malom can structure your bond so that it will be put together exactly the way these buyers would like to receive it.

He is willing to personally and corporately guarantee that if the funding does not occur you will be refunded 100% of everything you put up.

No one likes to give refunds.

If a refund occurs, our side has worked for free.

What I am saying is that Malom will not take this deal if they did not know with a 100% certainty that they have it sold.

Malom is willing to guarantee the funding of your bond, period.

It has been our experience that American groups that try to do it on their own, no matter how talented, come back in 6 months when nothing has happened.

We look forward to engaging and reconvening on this matter.

Sean Finn

m-dwyer.com

C [REDACTED]

F 702.425.1071

skype [REDACTED]

website www.m-dwyer.com



EXHIBIT 16

LOMAX DECLARATION

From: Len Barrie [REDACTED]@gmail.com]
Sent: Wednesday, February 27, 2013 8:39 PM
To: Sierra, Angela
Subject: Fwd: Fw: Commercial Escrow / Napoleon Grier

----- Forwarded message -----

From: [REDACTED]@gmail.com>
Date: Thu, Feb 3, 2011 at 2:30 AM
Subject: Fw: Commercial Escrow / Napoleon Grier
To: Bob Lanza <RLanza@hblaw.com>
Cc: Phil LeSeur - HOTMAIL [REDACTED]@hotmail.com>, "Todd V. Lamb" <TLamb@hblaw.com>, [REDACTED]@earthlink.net" [REDACTED]r@earthlink.net>, Anthony Gude <gude.business@gmail.com>

I will have paper work done tomorrow to file the compliant an I will have napoleon an anthony putting in email there recollection of the call as it was not this below! Also phil has learned per the jv the proof of funds was to be a swift an message what was provide was a far cry from that ! Plus the 3 days to withdraw if I didn't see the transaction being laid out as we were told it could be from sean finn the broker. Its a us based transaction an they won't move the money in us an told that they would through duestcha bank franfurt to ny office just one of many difference an napoleon an anthony can add to this thanks talk tomorrow cheers

Sent on the TELUS Mobility network with BlackBerry

From: "Malom" <mus@malomgroup.com>
Date: Thu, 3 Feb 2011 11:19:21 +0100
To: [REDACTED]@gmail.com>
Cc: <sfinn@m-dwyer.com>; <toni@commercialescrow.com>; 'Anthony Brandel [REDACTED]@gmail.com>; [REDACTED]@aol.com>
Subject: Commercial Escrow / Napoleon Grier

Dear Mr. Barrie:

It has recently been brought to my attention that from and after our conference call on January 21st with your agent Mr. Napoleon Grier, that

you have been making demands to Commercial Escrow for a refunding of the monies you deposited therein for their remittance to M. Y. Consultants and

thereafter to Malom Group AG. I find your demands and the threats I have learned you and your new attorneys have made to Ms. Hardstone to be

extreme and outrageous in nature and in no doubt intended to cause her emotional distress that is just not necessary or warranted by the facts.

As you are aware, you engaged M. Y. Consultants to introduce you to us with the goal that we would cause the purchase of an instrument for having

a maturity face value of US\$30 Million and that would be a genuine and direct obligation of a bank acceptable to us undertaking the repayment of

the principal plus six and one-half percent (6.5%) annual interest. This instrument was to be delivered to us for settlement by way of an MT541,

MT542 or MT543. Too that end, you engaged the services of Attorney Phil LaSeur who you retained to review our standard Evidence of Account-Joint

Venture Agreement and who on no fewer than 2 occasions came back with requested changes to the document to make it specific to your proposed

transaction as you understood it and as was originally explained to our compliance officer Mr. Micelli in his telephone call with Mr. Grier.

We caused the changes to be made to the document each time to tailor it to the requests made by your attorney. You executed the document and a copy

thereof was lodged with Commercial Escrow. That document was NOT only an agreement between you and Malom Group for the purchase of the Instrument

you were causing to be delivered to our account, it also constituted "Amended Escrow Instructions" to Commercial Escrow for the release of the

funds you had deposited with them.

I draw your attention to the last paragraph of Page 1 of our Agreement which reads: "LB/LGB9" hereby promises, covenants, warrants and agrees

to pay Investor a Financial Services Fee to be disbursed immediately upon the execution of this Agreement through escrow holder hereafter"

I also draw your attention to Section 5 of our agreement which reads as follows: "LB/LGB9" shall cause the Financial Services Fee held by

Commercial Escrow Services to be paid as instructed in the escrow agreement, immediately upon the execution of this Agreement.

Again, these two (2) provisions constitute Amended Escrow Instructions to Commercial Escrow to release the funds pursuant to the Escrow documents

you executed with M. Y. Consultants earlier. Your attorney Mr. LaSeur never asked that these provisions be modified even though he and you had

actual knowledge of their meaning and effect.

When we were on the conference call with Mr. Grier, I learned for the first time and by virtue of the fact that you agreed with me and in fact

were hostile to Mr. Grier I assume that you too learned for the first time that the procedures we had agreed to in our agreement were nothing close

to those that Mr. Grier was putting forward; and, that the procedures Mr. Grier was making known to me for the very first time subjected us and our

monies to a substantial risk of loss. You agreed with this. Moreover, you expressed your apology to me for the presentation made by Mr. Grier.

I suggest that your frustration being vetted at Commercial Escrow is being misdirected. Not only did she rightfully break escrow pursuant to your

instructions, but we also received our engagement fee to offset our having held funds in abeyance from on or about January 9th when we first learned of

the pending transaction and did engage in multiple edits to our standard agreement at your attorney's request; and I will add, with Malom Group

incurring costs for legal review thereof. Moreover, we did in furtherance of our agreement engage with your associate Mr. Grier in the hopes that we

would be triggering your proposed transaction pursuant to the provisions of our agreement.

Malom Group is prepared and will engage on a proposed transactions on your behalf for 90 days from the execution of our agreement pursuant to its

terms. Moreover, may be willing to engage in transactions on your behalf even if the procedures vary from those contained in our agreement since

Mr., Grier cannot perform, so long as the procedures are usual and customary in the banking and securities industry and if not involving the

purchase of securities as was the case in your original transaction, do not subject us to a risk of loss by anything other than market

fluctuations or conditions.

However, we must tell you that our cooperation is directly linked to your being reasonable with regard to Commercial Escrow and Ms. Hardstone. Your

and your new attorneys' threats to Commercial Escrow and Ms. Hardstone coupled together with your and

your attorneys' unwillingness to discuss

these matters with Mr. Finn, Mr. Brandel or Mr. Micelli is not in our opinion evidencing reasonableness.

I hope we can be of service to you in the future and in the interim I remain,

Very truly yours,

Martin U. Schlaepfer
Member of the Board

MALOM GROUP AG

administrative Offices

Seestr. 185
8800 - Thalwil-Zurich, Switzerland
Tel: +4143 210 8580
Fax: +4143 210 8588
Email: mus@malomgroup.com

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EXHIBIT 17

LOMAX DECLARATION

From: Sean Finn [sfinn@m-dwyer.com]
Sent: Wednesday, March 02, 2011 11:40 AM
To: 'Lori Quinones'
Subject: answer to your text
Attachments: image001.jpg

Lori,

I have patiently waited for 15 months for you.

I have supported you. You know this to be true.

You have brought several deals where you thought you knew what you were doing and you were proven wrong.

Had I listened to you in the past and just given you what you requested, I would be ruined.

If you want I can list the people in the past that you were sure were correct and they failed you.

If I had not stuck to my guns and stuck to what is right , you would have shut me down.

Now I have a billion dollar company wanting to help you on your deal and your response is " stay out of it, I know what I am doing"

So the company that has made billions in what you are trying to do is wrong and you are right????

What are you doing?

Listen to the financial powerhouse, your partner, that wants to help you cross the finish line.

They have closed deals with Wal Mart, Bank of America and the State of New York.

But you want to dictate to them terms on banking?

Hans the CEO of Malom has a 30 year international banking resume' that you can't come close to.

Get Malom what they need and let's work together to get this done.

Sean Finn

m-dwyer.com

C [REDACTED]
F 702.425.1071

skype [REDACTED]

website www.m-dwyer.com



EXHIBIT 18

LOMAX DECLARATION

From: Len Barrie [REDACTED]@gmail.com]
Sent: Wednesday, February 27, 2013 8:33 PM
To: Sierra, Angela
Subject: Fwd: The information you requested.
Attachments: Centrum - Malom 12-20-10 - LGB9 Enterprises.pdf

----- Forwarded message -----

From: Sean Finn <sfinn@m-dwyer.com>
Date: Wed, Jan 19, 2011 at 12:34 PM
Subject: The information you requested.
To: Anthony Gude <gude.business@gmail.com>, [REDACTED]@earthlink.net, [REDACTED]@gmail.com

Gentlemen,

It is imperative that you communicate and set up any communications with the bank through Mr. Miceli. Any unscheduled communications with the bank could kill the transaction, so please utilize Mr. Miceli.

- Bank name and location- Centrum- Zurich , Switzerland
- Bank officer- I will set up the call with the business manager and he will relay that information.
- Instructions for release- That will be discussed on the call as well
- Business manager information. Joseph Miceli from Malom Group AG
- Account Holder/Investor information -- Martin U. Schlaepfer- Malom Group AG

Sean Finn

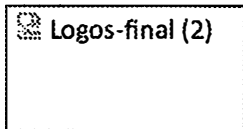
m-dwyer.com

[REDACTED]

F 702.425.1071

skype [REDACTED]

website *www.m-dwyer.com*





RECEIVED

CENTRUM BANK

By LGB9 Enterprises ULC Limited- ONLY at 11:59 am, Jan 19, 2011

Vermögensstatistik per 20.12.2010

Kunden-Nr. [REDACTED] MALOM Group AG

Anlagestrategie: Beratung
Referenzwährung: CHF

Anlageklasse	Währung	EUR	USD	Total	in CHF in %
Anlagevermögen					
Kontobestände		127'205'846.50	-	-	127'205'846.50 96.67%
Obligationen		-	4'386'925.70	-	4'386'925.70 3.33%
T o t a l Anlagevermögen		127'205'846.50	4'386'925.70		131'592'772.20 100.00%
Verpflichtungen					
Kontobestände		-422'818.00	-	-	-422'818.00 -0.32%
Hypotheken/Kredite		-413'875.60	-	-	-413'875.60 -0.31%
T o t a l Verpflichtungen		-836'693.60			-836'693.60 -0.64%

EXHIBIT 18A

LOMAX DECLARATION

Received(Date): Thu, 14 Feb 2013 22:07:16 +0000

From: mark H <[REDACTED]@gmail.com>
Sent: Wednesday, February 13, 2013 5:42 PM
To: ADGROUP4 <ADGROUP4@SEC.GOV>
Subject: Fwd: Updated DB Proof of Funds
Attach: image001.jpg; 1022 Sanitized New Prof 500 Plus.jpg; 1015 DB Verification.pdf

----- Forwarded message -----

From: **Mark Horton** <[REDACTED]@gmail.com>
Date: Mon, Feb 4, 2013 at 11:58 AM
Subject: Fwd: Updated DB Proof of Funds
To: mark H <[REDACTED]@gmail.com>

----- Forwarded message -----

From: **Jon Anfinen** <techcomgroup@mac.com>
Date: Mon, Nov 8, 2010 at 5:16 PM
Subject: Fwd: Updated DB Proof of Funds
To: Mark Horton <[REDACTED]@gmail.com>

Jon R. Anfinen Ph.D.
TechCom Group LLC
4830 NW 43rd Street Unit D-64
Gainesville, Florida 32606
Office: 352 271-5111
Cell: [REDACTED]

Begin forwarded message:

From: Sean Finn <sfinn@m-dwyer.com>
Date: November 3, 2010 7:17:15 PM EDT
To: 'Jon Anfinen' <techcomgroup@mac.com>, 'Mark Horton'

<[REDACTED]@gmail.com>

Subject: Updated DB Proof of Funds

Sean Finn

m-dwyer.com

C [REDACTED]

F 702.425.1071

skype [REDACTED]

website www.m-dwyer.com

--

All My Best
Mark

Mark Horton

Boca Raton

954-531-3999

954-633-4578 (eFax)

Conference Call Number 712-432-1620

access code- 765565#

SKYPE: FundsProvider

[REDACTED]@gmail.com

"There are always opportunities through which a businessman can profit handsomely if they will only recognize and seize them".....John Paul Getty

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Vermögensstatistik per 22.10.2010

Kunden-Nr.: [REDACTED]

Anlagestrategie: Beralung
 Referenzwährung: USD

Anlageklasse	Währung	EUR	USD	Total
Anlagevermögen				
		-	251'914'383.54	251'914'383.54 43.44%
		328'009'452.97	-	328'009'452.97 56.56%
Total Anlagevermögen		328'009'452.97	251'914'383.54	100.00%
Verpflichtungen				
Kontobestände		-914'199.44	-	-914'199.44 -0.16%
Total Verpflichtungen		-914'199.44		-914'199.44 -0.16%

Investment & FinanzCenter

DATE: OCTOBER-15-2010

NAME OF ACCOUNT HOLDER: MALOM GROUP AG
ADDRESS OF ACCOUNT HOLDER: SEESTRASSE 185
CH-8800 ZURICH, SWITZERLAND

ACCOUNT NAME: MALOM GROUP AG –BiH
ACCOUNT NUMBER: 298 [REDACTED]

At your request, we, the undersigned, Deutsche Bank Aktiengesellschaft (Frankfurt/M, Germany), confirm with full bank responsibility, that you have the amount of not less than One Hundred Million Euros (€100.000.000,00) in cash funds, presently on deposit in your above referenced account. Martin U. Schläpfer is a signatory on the account.

We further confirm, with the best of our knowledge, that the funds are good, clean, and cleared funds, earned by lawful business practices, of non-criminal origins, and free of liens and encumbrances. The funds are immediately available to you and freely transferable upon instruction.

This bank letter can be verified, upon request, with prior authorization by you.

For and on behalf of Deutsche Bank Aktiengesellschaft

Deutsche Bank 
Privat- und Geschäftskunden AG
Investment & FinanzCenter
Frankfurt am Main
Taunusanlage 12
D-60262 Frankfurt/M.

Deutsche Bank 
Privat- und Geschäftskunden AG
Investment & FinanzCenter
Frankfurt am Main
Taunusanlage 12
D-60262 Frankfurt/M.

EXHIBIT 19

LOMAX DECLARATION

From: mark H <[REDACTED]@gmail.com>
Sent: Wednesday, February 13, 2013 5:23 PM
To: ADGROUP4 <ADGROUP4@SEC.GOV>
Subject: Fwd: Preferred
Attach: 20th executed JV_-_Preferred.pdf

----- Forwarded message -----

From: Mark Horton <[REDACTED]c@gmail.com>
Date: Mon, Feb 4, 2013 at 2:33 PM
Subject: Fwd: Preferred
To: mark H <[REDACTED]@gmail.com>

----- Forwarded message -----

From: Sean Finn [REDACTED]@gmail.com>
Date: Mon, Sep 20, 2010 at 5:20 PM
Subject: Preferred
To: Jon Anfinsen <[REDACTED]@mac.com>
Cc: Mark Horton [REDACTED]@gmail.com>

Get this back to me as soon as you can

I have to make a legal disclosure.

Any unscheduled calls or communication to the bank will result in a cease and desist.

Those calls have to be scheduled.

Let me know if you have any questions.

Sean Finn

m-dwyer.com

C [REDACTED]

F 702.425.1071

skyp [REDACTED]

website www.m-dwyer.com



--
All My Best
Mark

Mark Horton

Boca Raton

954-531-3999

954-633-4578 (eFax)

Conference Call Number 712-432-1620

access code- 765565#

SKYPE: FundsProvider

██████████@gmail.com

"There are always opportunities through which a businessman can profit handsomely if they will only recognize and seize them".....John Paul Getty

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EXHIBIT 20

LOMAX DECLARATION

From: Albert Haddad [loans78213@sbcglobal.net]
Sent: Thursday, September 05, 2013 7:10 AM
To: Robert J. Axel
Sean Finn; patt g Moore; ROBERT STUART; Albert Haddad
Subject: Re: Supplement Green Successful Transaction Letter

Bob,

As you know Kit and Sean cannot release pertinent date. However, Sean has indicated to us that they have closed and/or their associates Banking groups have funded over 12 transactions using the collateral enhancement program and protecting 100%\$ of the Lenders/Investors capital at that Bank. However, I understand that you and your lenders in tow would be happy to know the approximate volume may be disclosed on these transactions to date, without names in this transaction on a global scale.

Sean and I spoke yesterday and here is an update from what I know:

* John Sysm and Sean have a very good understanding of the business and John has other Lenders that he is to bring to the table for Sean and Kit to work with to fund some of this projects. We are protected.

* Mr. Daniels of Corbin and Sean has a great relationship and Corbin will submit, on their time scale, CIS abbreviated form to Sean and Kit. Sean and Kit will work on bolstering the funding capability of Corbin to help both your firm and ours fund many projects. We are protected

* The other two or three projects that you submitted to Sean of whom we have copies of said transactions can definitely be viable as we develop their relationship with Corbin, the insurance Co. you mentioned and other Lenders that we may be able to bring tot eh table. In the meantime, please do not submit any more projects until Sean perfects his position with some of the Lenders that you and I have submitted to date. Indeed, bring more Lenders and educate them on these programs that Sean has. The 100% collateral protection program is the best I have ever seen and it is for real, as the principal Investor will receive a contract directly from the bank, as you know.

Happy Ras-Shoshana! (spelling)?

Best,

Albert Haddad, Asset Manager, Member
International Humanitarian Services, LLC
"God Bless America"

(210) 216-0166
Albert Haddad
(Serving the Mortgage Banking & Real Estate Industries since 1980)

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From: Robert J. Axel <rjaxel@cfs-finance.com>
To: 'Albert Haddad' <loans78213@sbcglobal.net>
Sent: Wednesday, September 4, 2013 2:08 PM
Subject: Supplement Green Successful Transaction Letter

FYI - RJA

From: Robert J. Axel [mailto:rjaxel@cfs-finance.com]
Sent: Tuesday, September 03, 2013 11:15 AM
To: 'Sean Finn [REDACTED]@gmail.com'
Subject: FW: Generic Successful Transaction Schedule (Revised)
Importance: High

From: Robert J. Axel [mailto:rjaxel@cfs-finance.com]
Sent: Tuesday, September 03, 2013 10:22 AM
To: 'Sean Finn (sfinn@m-dwyer.com)'
Cc: 'Patt Moore ([REDACTED]@aol.com)'
Subject: Generic Successful Transaction Schedule (Revised)
Importance: High

Sean - In a conversation with Jon Sysum this morning, he requested the following type of signed email from you regarding successfully completed transactions under our BCE Program, which he says will greatly help him to push Corban and his potential insurance company investor to move forward more quickly with us.

Jon,

*In response to your question, I can confirm that 12 (or whatever) transactions have been successfully completed under our BCE Program **parameters** over the last 5 (or whatever) years. However, please understand that due to in-place confidentiality agreements with each of these organizations, we are not able to provide any additional information on those transactions.*

*Sean Finn
BCE Program Manager
M.Dwyer*

Assuming your agree to this approach, please make sure to cc CFS and IHS on your email to Jon.

Yours truly,

Construction Financial Services
164 Spring Street, South Salem NY 10590 USA

Bob Axel

President
+US 914-763-5005 (T)
+US 914-763-6082 (F)
Skype: [REDACTED]
GMT -5
rjaxel@cfs-finance.com

www.cfs-finance.com

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EXHIBIT 21

LOMAX DECLARATION

From: [REDACTED]@aol.com
Sent: Wednesday, November 03, 2010 1:43 AM
To: mus@malomgroup.com; jcw@nasoperations.com; tony@myciv.com
Subject: Re: Travis Fox

Dear Martin:

We need to protect Sean because he is bringing in the next batch of escrows. Consequently, we do not want Travis to know how much Sean earned from the payment we received from KVH.

Remember, Kevin Vickers is who we were in contract with who Ikater assigned the transaction to Travis because it was his money that went into escrow.

Travis put in US\$1 Million, of which our escrow was for US\$850,000.00. We found out later that Kevin Vickers got US\$150,000 of Travis' money.

In any event, if Travis asks you, tell him we got \$600,000. You do not know how the other money is disbursed as that was the fee we agreed to.

The original deal for Travis was with Tony Duthoo who wanted us to send an MT760 unprotected without any guarantee of the instrument not being subject to a call.

The second deal was with David Doherty who also wanted an MT760 that he said Seudtrial Bank would guarantee but of course they never responded to the email from Centrum

Since then, I have chased down another 4 or 5 deals for him, including the call that is being placed to you at Noon, from those introduced by Mr. Lennox and Mr. Sayse.

Others are in the works with Mr. Dumont, Mr. Szasz (not to be confused with Sayse) and someone named Mark introduced by Jimmy Walker.

That's it for now

Joe

EXHIBIT 22

LOMAX DECLARATION



Malom GroupAG

Maalom Group AG, a Suisse Company whose business address is: Seestrasse 185, CH 8800 Thalwil-Zurich, Switzerland (hereinafter, MGAG”);

and,

Sean Finn, an individual (hereinafter. “FINN”)

MGAG, and FINN are sometimes referred to herein by the word “Party”; and, sometimes collectively referred to herein as the “Parties”

Whereas, FINN was responsible for introducing Rideaux-Hackett who did enter into a Joint Venture with MGAG wherein Rideaux-Hackett induced MGAG to evidence the mere existence of cash and cash equivalents in the amount of Five Million Five Hundred Thousand US Dollars (US\$5,500,000.00), whereupon the Contract Counter-Party (hereinafter, “CCP”) to be introduced by Rideaux-Hackett shall cause: (i) the CCP to be introduced to evidence the existence and availability for immediate purchase by a Delivery and Settlement procedure that is usual and customary in the banking and securities industry, of Thirty (30) year maturity US Treasury Bond Interest Obligation Strips (hereinafter, “Instruments”), on a Maturity Face Value of Twenty-Five Million US Dollars (US\$25,000,000.00) (hereinafter, “Principal Obligation”), at a purchase price that shall be not less than One Hundred Basis Points (1.0%) under the Present Market Value of the Instruments to be purchased; and, (ii) the CCP to also evidence a ready, willing and able subsequent purchaser of the Instruments who shall purchase the Instruments by a procedure that is usual and customary in the banking and securities industry designed to insure MGAG’s receipt of the purchase monies at a price that shall yield a gross profit to MGAG of One Hundred Percent (100.0%) of the Purchase Price.

As a part of the Evidence of Account Joint Venture Agreement executed with Rideaux-Hackett, MGAG is entitled to receive Fifty Percent (50.0%) of the total profits derived from the successful performance by the CCP to be introduced by Rideaux-Hackett.

In consideration for FINN having introduced Rideaux-Hackett to MGAG; and, to induce FINN to continue to introduce potential Joint Venturers to MGAG, MGAG hereby promises, covenants, warrants and agrees to pay over to FINN One-Half (50.0%) of the net profits retained by MGAG after the deduction of all costs and expenses that are derived from the purchase and sale of the Treasury Instruments made available by the CCP introduced by Rideaux-Hackett.

Malom Group AG

By: Martin U. Schlaepfer, CEO-Member of the Board

Dated: 27 April 2010

EXHIBIT 23

LOMAX DECLARATION

From: Sean Finn [sfinn@m-dwyer.com]
Sent: Tuesday, November 29, 2011 9:09 PM
To: tony@myciv.com
Subject: check it out
Attachments: image001.jpg; FRAUD ALERT-DEPT OF JUSTICE.PDF

Sean Finn
Managing Member
M.Dwyer
Toll free- 877.264.8941
Skype [REDACTED]
www.m-dwyer.com



DEPARTMENT OF JUSTICE FRAUD ALERT

The purpose of this notice is to alert the public to persons who have reportedly marketed investment schemes which appear to be fraudulent. Various "high-yield" trading programs, or similar investment programs which purport to offer above average market returns with below market risk through the trading of bank instruments, European bonds, and similar financial products are fraudulent. Offering such programs, or claiming to be able to introduce investors to persons who have access to such programs, violates numerous federal laws; including criminal laws.

It is illegal to engage in fraud in the offer or sale of a security. Under most circumstances, it is also illegal to sell securities which have not been registered with the 11.5. Securities and Exchange Commission. A security includes the following items "note," "stock", "bond", and "debenture" as well as more general terms "investment contract" and "any interest or instrument commonly known as a ~security'." In the leading opinion, the Supreme Court of the United States held that the definition of a security includes an investment contract, which is a contract, transaction, or scheme whereby a person invests his money in a common enterprise and is led to expect profits solely from the efforts of the promoter or third party. .. Designating such instruments as "loans" does not alter their legal status as securities.

It is also illegal to defraud investors through the use of mails or interstate wire communications. Making false claims to investors, or rendering statements made misleading through the omission of material information is evidence of fraud. Conducting financial transactions using the proceeds of a fraud scheme may constitute violations of money laundering laws.

The Federal Bureau of Investigation and various US Attorney Offices, have participated in numerous investigations and prosecutions of persons promoting fraudulent investment programs. The Federal Bureau of Investigation as well as other federal and state agencies have identified several characteristics common to fraudulent schemes. These characteristics include:

Claims that investor funds can be placed in a bank account, and then used, without risk, to trade bank debentures, or other financial instruments;

Claims that invested funds can be used to lease or rent U.S. Treasury Obligations and then use these same leased securities as collateral for further trading programs,

Claims that trading Medium Term Notes "MTN's", Prime Bank Notes, or any other bank instruments, on a riskless basis, will yield above market average returns;

Claims that Letters of Credit or Standby Letters of Credit can be discounted or traded for profits;

Claims that certain high yield foreign trading programs are sanctioned or supported by the Federal Reserve, International Monetary Fund, International Chamber of Commerce or other U.S. or international agencies.

In general, investment programs which purport to offer secret, private investment markets, which offer above market rates of return with below market rates of risk, for a privileged customers with special access are fraudulent. There are no "secret" markets in Europe, or in North America, in which banks trade securities. Any representations to the contrary are fraudulent.

In addition, investment programs in which a financial institution is asked to write a

letter, commonly referred to as a "Blocked Funds Letter", advising that funds are available in the account, that they are "clean and of non-criminal origin" and are free of "liens or encumbrances" for a certain time frame are frequently used to perpetrate fraud schemes. These letters have no use within legitimate banking circle.

Some phrases are commonly seen in documents presented by fraudsters in the course of marketing fraudulent investment schemes. If one or more of these phrases appear in documentation, it should be treated with suspicion. These include, but are not limited to:

- Non-Circumvention, Non-Disclosure
- Good, clean, clear and of non-criminal origin
- Blocked Funds Investment Program
- Prime Bank Trading Program
- Federal Reserve Approved
- roll programme
- Irrevocable Pay Order
- Prime bank Notes, Guarantees, Letters of Credit,
- Medium Term Notes, fresh Cut paper

Sources which can corroborate the above information

include:

U.S. Treasury Department, Comptroller of the Currency, Enforcement and Compliance Division, 250 E Street, SW, Washington DC 20219. Telephone 202-874-4450

Securities and Exchange Commission, San Francisco District Office, 44 Montgomery Street, Suite 1100, San Francisco, CA 94104, Telephone 415-705-2500. Web address - www.sec.gov/enforce.htm

Bureau of Public Debt, Chief Counsels Office, Parkersburg, 200 3rd Street, Room G-15, Parkersburg, WV 26101, telephone 304-480-3690. Web address - www.treasuryscams.gov

Federal Reserve, Washington DC, Office of General Counsel, Telephone 202-973-5021. Web address: www.federalreserve.gov

As noted above, the marketing of fraudulent investment schemes violates federal criminal laws. Persons having involvement with these types of schemes should contact competent legal counsel. In order to report instances of suspected fraud, please contact Special Agent John M. Cauthen of the Federal Bureau of Investigation, Sacramento, California Division, at telephone (916) 481-9110 or any of the above federal entities.

EXHIBIT 24

LOMAX DECLARATION

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

In the Matter of)
) File No. HO-12001-A
M.Y. CONSULTANTS, LLC)

WITNESS: Sean P. Finn

PAGES: 1 through 33

PLACE: Securities and Exchange Commission
100 F Street, N.E.
Room 1590, Testimony Room 1
Washington, DC

DATE: Thursday, September 5, 2013

The above-entitled matter came on for hearing, via video conference, pursuant to notice at 1:17 p.m.

Diversified Reporting Services, Inc.

(202) 467-9200

1 APPEARANCES:
 2
 3 On behalf of the Securities and Exchange Commission:
 4 STEPHEN W. SIMPSON, ESQ.
 5 TIMOTHY ENGLAND, ESQ.
 6 ANGELA L. SIERRA, ESQ.
 7 Securities and Exchange Commission
 8 Division of Enforcement
 9 100 F Street, N.E.
 10 Washington, D.C. 20549
 11 (202) 551-4513
 12
 13 On behalf of the Witness:
 14 A.J. KRAMER, ESQ.
 15 Federal Public Defender
 16 625 Indiana Avenue, N.W.
 17 Suite 550
 18 Washington, D.C. 20004
 19 (202) 208-7500
 20
 21
 22
 23
 24
 25

1 PROCEEDINGS
 2 MR. SIMPSON: We are on the record at
 3 approximately 1:17 p.m. on Thursday, September 5, 2013.
 4 This testimony session is taking place at the United
 5 States Securities and Exchange Commission, located at
 6 100 F Street, N.E., Washington, D.C. 20549. However,
 7 the witness, Mr. Sean P. Finn, is appearing via video
 8 conference from White Fish Montana.
 9 Mr. Finn's counsel, A.J. Kramer, of the Federal
 10 Public Defender's Office of the District of Columbia,
 11 is seated here with us in Washington, D.C. My name is
 12 Stephen Simpson. With me today is Assistant Director
 13 Timothy England and senior counsel Angela Sierra. We
 14 are officers of the U.S. Securities and Exchange
 15 Commission for the purposes of this proceeding. This
 16 testimony is being taken as part of an investigation by
 17 the SEC entitled, "In the matter of M.Y. Consultants,"
 18 SEC File Number HO-12001.
 19 The purpose of this investigation is to
 20 determine whether there have been violations of certain
 21 provisions of the federal securities laws. However,
 22 the facts developed in this investigation might
 23 constitute violations of other federal or state, civil
 24 and criminal laws.
 25 Mr. Finn, before I go any further, can you hear

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1 me okay?
 2 MR. FINN: I can.
 3 MR. SIMPSON: All right. Thank you.
 4 Mr. Finn, would you please raise your right
 5 hand? Do you swear to tell the truth, the whole truth,
 6 and nothing but the truth?
 7 MR. FINN: I do.
 8 Whereupon,
 9 SEAN P. FINN
 10 was called as a witness, and, having been first duly
 11 sworn, was examined and testified as follows:
 12 MR. SIMPSON: You can put your hand down. Mr.
 13 Finn, please state and spell your full name for the
 14 record.
 15 MR. KRAMER: Go ahead, Sean.
 16 THE WITNESS: Sean, S-e-a-n; Patrick,
 17 P-a-t-r-i-c-k; Finn, F-i-n-n.
 18 MR. SIMPSON: And, Mr. Finn, what is your
 19 current residence?
 20 MR. KRAMER: Go ahead, Sean.
 21 THE WITNESS: [REDACTED],
 22 Whitefish, Montana.
 23 MR. SIMPSON: And what is your current phone
 24 number?
 25 MR. KRAMER: It's okay.

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1 THE WITNESS: [REDACTED].
2 MR. SIMPSON: Mr. Finn, a few instructions for
3 this testimony today: Please speak clearly and answer
4 our questions audibly. In other words, say "yes," or
5 "no," instead of shaking your head yes or no, so we can
6 get it on the transcript. Wait until I finish my
7 questions, as we discussed before we went on the
8 record. There's a bit of a time delay, so try to get
9 one or two beats before you answer so we don't talk
10 over each other. And I will reference a few of the
11 documents that you have in front of you in that binder.
12 Please note that you are not allowed to make
13 any copies, to keep any copies of those documents, and
14 at the end of this testimony I'll ask you to put that
15 binder in the envelope that was provided inside the
16 box. Do we understand this?
17 THE WITNESS: I do.
18 MR. SIMPSON: If you do need a break or you
19 wish to consult with your counsel, please let me know
20 and we'll stop and go off the record so you have time
21 to do that. Do you understand that?
22 THE WITNESS: I do. Steve, we're getting a
23 choppy connection.
24 MR. SIMPSON: Okay.
25 THE WITNESS: You broke up on the last

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1 statement.
2 MR. SIMPSON: Okay. I just said if you need a
3 break or you need to use the restroom, perhaps, or to
4 speak with your counsel, please just let me know and
5 we'll stop so you have an opportunity to do that.
6 THE WITNESS: Understood.
7 MR. SIMPSON: Is there any reason why you can't
8 understand, listen to or respond to my questions today?
9 THE WITNESS: You're coming in clear.
10 MR. SIMPSON: Prior to the opening of the
11 record, as I mentioned, you were provided with a binder
12 of documents. Included in that binder, the first 2
13 tabs were a formal order of investigation and another
14 document that was previously entered as Exhibit 1 in
15 this matter, a Form 1662. Have you had an opportunity
16 to review it those two documents?
17 THE WITNESS: Yes.
18 MR. SIMPSON: Do you have any questions about
19 either of those documents?
20 THE WITNESS: I do not.
21 MR. SIMPSON: Mr. Finn, are you represented by
22 counsel today?
23 THE WITNESS: I am.
24 MR. SIMPSON: And would you identify your
25 counsel's name?

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1 THE WITNESS: A.J. Kramer.
2 MR. SIMPSON: Counsel, would you please
3 identify yourself as well?
4 MR. KRAMER: A.J. Kramer from the Federal
5 Public Defender in Washington, D.C.
6 MR. SIMPSON: And, Mr. Kramer, are you
7 representing Mr. Finn today?
8 MR. KRAMER: Yes.
9 MR. SIMPSON: Mr. Finn, tab number 3 of the
10 binder you have in front of you, I'm going to enter
11 into as Exhibit Number 209.
12 (SEC Exhibit No. 209 was
13 marked for identification.)
14 MR. SIMPSON: This is a copy of a subpoena
15 addressed to yourself at [REDACTED], Whitefish,
16 Montana. Do you recognize this document?
17 MR. KRAMER: It's okay to answer, Sean.
18 THE WITNESS: I do.
19 EXAMINATION
20 BY MR. SIMPSON:
21 Q And is this the subpoena to which you are
22 appearing here today?
23 A Yes.
24 Q The subpoena calls for the production of
25 certain documents. Have you given to the Commission

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1 all documents called for by the subpoena?
2 A Yes, to the best of my ability, yes.
3 Q Could you please describe the search that you
4 conducted for the subpoenaed documents and state who
5 conducted that search?
6 MR. KRAMER: Sean, it's time to read that first
7 part of the statement.
8 And then he's going to read a short statement;
9 after that, he just has a one sentence statement he'll
10 read after every question.
11 Okay, Sean. Go ahead and read the longer part.
12 THE WITNESS: Okay. I am a private citizen
13 subpoenaed by the SEC. The SEC has not provided me or
14 my lawyer any information regarding its investigation.
15 According to the Supreme Court, one of the Fifth
16 Amendment's basic functions is to protect innocent
17 people who might be ensnared by ambiguous
18 circumstances. The Supreme Court has also found even
19 an innocent person telling the truth, may give the
20 government legally incriminating evidence.
21 Therefore, the court has expressly ruled that a
22 person may proclaim his innocence and still assert his
23 privilege against self incrimination. That is the
24 situation in which I find myself. On the advice of my
25 attorney, I therefore invoke my Fifth Amendment right

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1 and decline to answer any questions.
 2 MR. SIMPSON: Mr. Finn, is it your intention to
 3 invoke your Fifth Amendment right with respect to any
 4 questions regarding the production of documents
 5 pursuant to this subpoena?
 6 MR. KRAMER: You can answer that.
 7 THE WITNESS: Yes, that is correct.
 8 MR. SIMPSON: Mr. Finn, I'd like you to turn to
 9 tab number 4 in that binder. This is a subpoena
 10 addressed to N. Dwyer, LLC. Have you seen this
 11 document before?
 12 MR. KRAMER: Sean, you should read the second,
 13 just the little brief part.
 14 THE WITNESS: What?
 15 MR. KRAMER: You should read that from now on
 16 to every question unless I tell you not to.
 17 THE WITNESS: Okay. On the advice of my
 18 attorney, I invoke my Fifth Amendment right and decline
 19 to answer the question.
 20 MR. SIMPSON: And I'm going to enter this as
 21 Exhibit Number 210.
 22 (SEC Exhibit No. 210 was
 23 marked for identification.)
 24 MR. SIMPSON: Mr. Finn, is it your position, or
 25 do you intend to invoke your Fifth Amendment rights

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1 with respect to any questions regarding the production
 2 of documents and the subpoena of documents from M.
 3 Dwyer, LLC?
 4 THE WITNESS: On the advice of my attorney, I
 5 invoke my Fifth Amendment right and decline to answer
 6 the question.
 7 MR. KRAMER: And, it's okay, Sean, to say that
 8 you do intend to invoke that right with respect to
 9 these questions.
 10 THE WITNESS: Thanks, A.J. Yes, Mr. Simpson, I
 11 do intend.
 12 MR. SIMPSON: We'll note for the record that
 13 any documents that have not been produced yet still
 14 remain subject to this subpoena.
 15 And, Mr. Kramer, maybe we can discuss
 16 afterwards what documents are outstanding and put the
 17 plan together in place to get the remaining documents?
 18 MR. KRAMER: Sure.
 19 (SEC Exhibit No. 211 was
 20 marked for identification.)
 21 MR. SIMPSON: Mr. Finn, if you turn to tab
 22 number 5 of that binder, I'm going to mark this as
 23 Exhibit 211. This document is Bates labeled
 24 SEC-FINN-E-0000010. This is the background
 25 questionnaire that you had sent via email to me. Did

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1 you fill out this document yourself?
 2 MR. KRAMER: It's okay to answer that, Sean.
 3 THE WITNESS: It's okay to answer, A.J.?
 4 MR. KRAMER: Yes. He's asking if you filled
 5 out this.
 6 THE WITNESS: -- a little bit, A.J. It's okay?
 7 MR. KRAMER: He's asking if you filled out this
 8 document. And it's okay to answer that.
 9 THE WITNESS: Okay. Gentlemen, let me get --
 10 this is going to go quick. Because it's getting really
 11 choppy and this is pretty important. Just give me one
 12 second. I'll get Bambi to clarify the signal. It's
 13 getting really choppy.
 14 MR. SIMPSON: Could we go off the record for
 15 one second?
 16 (A brief recess was taken.)
 17 MR. SIMPSON: We're back on the record. It's
 18 approximately 1:44 p.m. Mr. Finn, before we went off
 19 the record I'd asked if you had filled out this
 20 background questionnaire, which has been marked as
 21 Exhibit 211, yourself.
 22 MR. KRAMER: And I told you, you could answer
 23 that, Sean.
 24 THE WITNESS: Yes, that's correct.
 25 BY MR. SIMPSON:

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1 Q And is this complete and truthful?
 2 A Yes.
 3 Q And would you adopt it as part of your
 4 testimony today?
 5 A Yes.
 6 (SEC Exhibit No. 212 was
 7 marked for identification.)
 8 MR. SIMPSON: Okay. Mr. Finn, if you look at
 9 tab 6 of the binder, there's an email I'm going to mark
 10 as Exhibit 212. This has been Bates stamped
 11 SEC-FINN-E-0000008. This is an email from yourself to
 12 me on July 15, 2013. Did you write this email?
 13 MR. KRAMER: You can answer that, Sean.
 14 THE WITNESS: Yes.
 15 BY MR. SIMPSON:
 16 Q And is it complete and truthful?
 17 A Yes.
 18 Q Let me ask you about the list of all emails.
 19 You list four email addresses there. Were those the
 20 only email addresses you used in the past five years?
 21 MR. KRAMER: Sean, now you've got to go back to
 22 the script until I tell you differently. Okay?
 23 THE WITNESS: Okay. On the advice of my
 24 attorney, I invoke my Fifth Amendment right and decline
 25 to answer the question.

1 BY MR. SIMPSON:
 2 Q Isn't it true that you also used email
 3 addresses [REDACTED]@gmail.com and [REDACTED]@gmail.com?
 4 A On the advice of my attorney, I invoke my Fifth
 5 Amendment right and decline to answer the question.
 6 Q Attached to this email was a zip file
 7 containing a series of wire receipts. Did those
 8 receipts reflect all the funds you received from M.Y.
 9 Consultants?
 10 A On the advice of my attorney, I invoke my Fifth
 11 Amendment right and decline to answer the question.
 12 Q Is it your intention to invoke your Fifth
 13 Amendment right with respect to any questions regarding
 14 the compensation you were paid for work involving M.Y.
 15 Consultants, the Malom Group, Maxmore Corporation, or
 16 North American Sureties?
 17 MR. KRAMER: You should just read the
 18 statement, Sean.
 19 THE WITNESS: On the advice of my attorney, I
 20 invoke my Fifth Amendment right and decline to answer
 21 the question.
 22 MR. SIMPSON: Mr. Finn, is it your intention to
 23 assert the Fifth with respect to your oral and written
 24 communications with clients who are interested in
 25 entering into joint venture or structured finance

1 transactions with Malom Group and Maxmore Corporation,
 2 or North American Sureties?
 3 MR. KRAMER: Just read the statement, Sean.
 4 THE WITNESS: On the advice of my attorney, I
 5 invoke my Fifth Amendment right and decline to answer
 6 the question.
 7 MR. KRAMER: And can I just say something,
 8 Stephen?
 9 MR. SIMPSON: Yes.
 10 MR. KRAMER: I'm sorry to interrupt you, or Mr.
 11 Simpson, I guess I should say.
 12 MR. SIMPSON: You can use Stephen. It's fine
 13 with me.
 14 MR. KRAMER: If you just ask him is he going to
 15 assert the Fifth Amendment to any questions that he's
 16 asked today, he would say yes. But when you put
 17 factual predicates in front of him, that's why he's
 18 reading this.
 19 MR. SIMPSON: No, I understand. I understand,
 20 yeah. I'm trying to narrow the scope so we're not here
 21 all day. That's all.
 22 MR. KRAMER: No problem.
 23 BY MR. SIMPSON:
 24 Q Mr. Finn, is it your intention to assert the
 25 Fifth with respect to your oral and written

1 communications with Anthony Brandel, James Warras,
 2 Joseph Micelli, Mark Schlapfer, Hans-Jurg Lips, Cheryl
 3 Robinson and James Erwin with respect to any
 4 transactions involving Malom Group, Maxmore
 5 Corporation, and/or North American Sureties?
 6 A On the advice of my attorney, I invoke my Fifth
 7 Amendment right and decline to answer the question.
 8 Q Mr. Finn, isn't it true that you acted as a
 9 broker for Malom Group?
 10 A On the advice of my attorney, I invoke my Fifth
 11 Amendment right and decline to answer the question.
 12 Q And isn't it true you held yourself out as a
 13 representative of Malom Group?
 14 A On the advice of my attorney, I invoke my Fifth
 15 Amendment right and decline to answer the question.
 16 Q And isn't it true you solicited clients to
 17 enter into joint venture trade agreements with Malom
 18 Group?
 19 A On the advice of my attorney, I invoke my Fifth
 20 Amendment right and decline to answer the question.
 21 MR. SIMPSON: Mr. Finn, could you turn to tab 7
 22 for me, please? I'm going to mark tab 7 as Exhibit
 23 213. This is an email from Joseph Micelli to Tony
 24 Brandel, dated January 26, 2010. It's forwarding
 25 another email from Sean Finn to someone named

1 [REDACTED]@gmail.com.
 2 (SEC Exhibit No. 213 was
 3 marked for identification.)
 4 BY MR. SIMPSON:
 5 Q Mr. Finn, isn't it true that you sent this
 6 email out to your contacts with a view towards
 7 soliciting clients to enter into J.V. agreements with
 8 Malom Group?
 9 A On the advice of my attorney, I invoke my Fifth
 10 Amendment right and decline to answer the question.
 11 Q And isn't it true that you regularly advertised
 12 J.V. agreement opportunities via email?
 13 A On the advice of my attorney, I invoke my Fifth
 14 Amendment right and decline to answer the question.
 15 Q Isn't it true that the statement on this page,
 16 and I'm pointing to where it is, at the end it says --
 17 five sentences up from the bottom of this page, it says
 18 "We guarantee the account and the cash/instruments that
 19 come with it. The engagement fee is not released to us
 20 until your attorney/banker advises you to do so."
 21 Isn't it true that your statement here that,
 22 "The engagement fee is not released to us until your
 23 attorney/banker advised you to do so," is false based
 24 on the escrow agreements that you regularly forwarded
 25 to your clients?

1 A On the advice of my attorney, I invoke my Fifth
 2 Amendment right and decline to answer the question.
 3 Q Mr. Finn, can you turn to tab 11? I apologize
 4 in advance. We're going to skip around a couple tabs
 5 here. Tab 11 is an exhibit previously marked as
 6 Exhibit 128. This is an email from yourself to Mr.
 7 Brandel dated March 31, 2010. I'd like to call your
 8 attention to the second page of this email, which an is
 9 email from you to Mr. Brandel.
 10 The first email in the string in the last
 11 sentence of that email says, "I am currently planning a
 12 marketing piece based on what you two have created."
 13 The question is: Is it true you created a marketing
 14 piece to solicit clients for financial instrument deals
 15 like the Treasury STRIPS transaction at Chase or the
 16 Wells Fargo T-bill transaction?
 17 A On the advice of my attorney, I invoke my Fifth
 18 Amendment right and decline to answer the question.
 19 Q And isn't it true that those agreements
 20 anticipated the use of Malom's funds to enter into
 21 transactions involving the purchase or sale of
 22 securities?
 23 A On the advice of my attorney, I invoke my Fifth
 24 Amendment right and decline to answer the question.
 25 MR. SIMPSON: Mr. Finn, can you turn to tab 8,

1 please? And I'll mark this as Exhibit 214.
 2 (SEC Exhibit No. 214 was
 3 marked for identification.)
 4 BY MR. SIMPSON:
 5 Q This is an email from yourself, Sean Finn, to
 6 Tony Brandel, dated November 29, 2011. It attaches a
 7 fraud alert from the Department of Justice. I'll give
 8 you a second to look through that. Do you recognize
 9 this document, Mr. Finn?
 10 A On the advice of my attorney, I invoke my Fifth
 11 Amendment right and decline to answer the question.
 12 Q Mr. Finn, on the second page of the attachment
 13 in the first paragraph, there's a statement, says,
 14 "Claims and investor funds could be placed in a bank
 15 account and used without risk to trade bank debentures
 16 or other financial instruments." My question is:
 17 Isn't it true that the basis of all the J.V. agreements
 18 was that Malom's funds could be used without risk to
 19 trade bank instruments?
 20 A On the advice of my attorney, I invoke my Fifth
 21 Amendment right and decline to answer the question.
 22 Q And isn't it true that Malom rejected any
 23 transaction that presented any risk to its funds?
 24 A On the advice of my attorney, I invoke my Fifth
 25 Amendment right and decline to answer the question.

1 Q And, Mr. Finn, if you could turn to the next
 2 page, which is the second to last page of this FBI
 3 memorandum, there's a list of bulleted phrases that
 4 are, quote, "commonly seen in documents presented by
 5 fraudsters in the course of marketing fraudulent
 6 investment schemes." The question is: Isn't it true
 7 that all the J.V. agreements contain terms, herein,
 8 such as, quote, "non-certain venture non-disclosure,"
 9 "good, clean, clear, non-criminal origin," and "blocked
 10 funds?"
 11 A On the advice of my attorney, I invoke my Fifth
 12 Amendment right and decline to answer the question.
 13 Q Mr. Finn, isn't it true that your only
 14 information about Malom came from what representatives
 15 for M.Y. Consultants or Malom Group told you?
 16 A On the advice of my attorney, I invoke my Fifth
 17 Amendment right and decline to answer the question.
 18 Q And isn't it true that you knew nothing about
 19 Martin Schlapfer other than what M.Y. Consultants and
 20 Malom Group told you?
 21 A On the advice of my attorney, I invoke my Fifth
 22 Amendment right and decline to answer the question.
 23 Q And isn't it true that you conducted no due
 24 diligence on Mr. Schlapfer or Malom Group and engaged
 25 in no independent research to verify their claims of

1 past success and financial ability?
 2 A On the advice of my attorney, I invoke my Fifth
 3 Amendment right and decline to answer the question.
 4 Q And isn't it true that you acted as a reference
 5 from Malom Group, claiming you had engaged in many
 6 successful transactions with Malom Group?
 7 A On the advice of my attorney, I invoke my Fifth
 8 Amendment right and decline to answer the question.
 9 Q And isn't it true that you told potential
 10 clients that you had seen bank statements evidencing
 11 that Malom Group and/or Maxmore Corporation had
 12 hundreds of millions of dollars on deposit?
 13 A On the advice of my attorney, I invoke my Fifth
 14 Amendment right and decline to answer the question.
 15 Q And isn't it true that you did not verify these
 16 bank statements with many of the banks that issued
 17 them?
 18 A On the advice of my attorney, I invoke my Fifth
 19 Amendment right and decline to answer the question.
 20 Q Isn't it true you successfully solicited at
 21 least 14 clients to enter into agreements with Malom
 22 Group and/or Maxmore, and/or North American Sureties?
 23 A On the advice of my attorney, I invoke my Fifth
 24 Amendment right and decline to answer the question.
 25 Q And isn't it true that you briefed Anthony

1 **Brandel about the trades that potential clients were**
 2 **seeking to enter into prior to providing them or having**
 3 **them sign escrow agreements or joint venture**
 4 **agreements?**

5 A On the advice of my attorney, I invoke my Fifth
 6 Amendment right and decline to answer the question.

7 Q **And isn't it true you briefed Joseph Micelli**
 8 **about these trades prior to those clients entering into**
 9 **any agreements with Malom Group and/or M.Y.**
 10 **Consultants?**

11 A On the advice of my attorney, I invoke my Fifth
 12 Amendment right and decline to answer the question.

13 Q **Isn't it true that you need these trades were**
 14 **highly likely to be fraudulent based on, among other**
 15 **things, the promise of life-altering profits in very**
 16 **short periods of time, the use of SWIFT messaging,**
 17 **secrecy, the exclusive nature of so-called trading**
 18 **platforms, requirements of humanitarian projects and**
 19 **the use of phrases such as funds being "clean,"**
 20 **"clear," and of "non-criminal origin," and funds being**
 21 **"free of any liens or encumbrances?"**

22 A On the advice of my attorney, I invoke my Fifth
 23 Amendment right and decline to answer the question.

24 Q **And isn't it true that for each client who**
 25 **entered into an agreement you were paid a percentage of**

1 **the transaction they deposited into escrow,**
 2 **irrespective of whether they ever had a successful**
 3 **transaction?**

4 A On the advice of my attorney, I invoke my Fifth
 5 Amendment right and decline to answer the question.

6 Q **And isn't it true you were paid a fee up front**
 7 **because you played a substantial role in bringing**
 8 **clients in and introducing them to the J.V. opportunity**
 9 **with Malom?**

10 A On the advice of my attorney, I invoke my Fifth
 11 Amendment right and decline to answer the question.

12 Q **And isn't it true that you informed your**
 13 **clients that J.V. agreements with Malom Group had led**
 14 **to several successful transactions?**

15 A On the advice of my attorney, I invoke my Fifth
 16 Amendment right and decline to answer the question.

17 Q **Isn't it true that you knew that no J.V.**
 18 **agreement led to any successful transaction?**

19 A On the advice of my attorney, I invoke my Fifth
 20 Amendment right and decline to answer the question.

21 Q **Isn't it true that you informed potential**
 22 **clients that for a fee Malom would reserve, hold or**
 23 **block funds, setting them aside to fund specific**
 24 **transactions?**

25 A On the advice of my attorney, I invoke my Fifth

1 Amendment right and decline to answer the question.

2 Q **Isn't it true you'd explained the mechanisms**
 3 **behind the escrow agreement and joint venture**
 4 **agreements to prospective clients?**

5 A On the advice of my attorney, I invoke my Fifth
 6 Amendment right and decline to answer the question.

7 Q **Isn't it true that you would help negotiate the**
 8 **details of transactions between potential clients and**
 9 **Malom Group?**

10 A On the advice of my attorney, I invoke my Fifth
 11 Amendment right and decline to answer the question.

12 MR. SIMPSON: Mr. Finn, would you turn to tab
 13 9, please? Enter tab 9 as Exhibit 215.

14 (SEC Exhibit No. 215 was
 15 marked for identification.)

16 BY MR. SIMPSON:

17 Q **This is a document that's Bates labeled SEC-**
 18 **FINN-E-0000583. Mr. Finn, have you seen this document**
 19 **before?**

20 A On the advice of my attorney, I invoke my Fifth
 21 Amendment right and decline to answer the question.

22 Q **Isn't it true that Mr. Brandel provided you**
 23 **with a Word editable copy of a template J.V. agreement**
 24 **to use for your clients?**

25 A On the advice of my attorney, I invoke my Fifth

1 Amendment right and decline to answer the question.

2 Q **And isn't it true that you tailored this J.V.**
 3 **template with the names and other information about**
 4 **your prospective clients and provided it to them?**

5 A On the advice of my attorney, I invoke my Fifth
 6 Amendment right and decline to answer the question.

7 Q **Mr. Finn, can you turn to tab 10, please? Tab**
 8 **10 has been previously introduced as Exhibit 124. It's**
 9 **an email from Mr. Finn to Mr. Brandel dated March 24,**
 10 **2010. Mr. Finn, isn't it true that you learned the**
 11 **details of a Chase one-day program on or about March**
 12 **25, 2010?**

13 A On the advice of my attorney, I invoke my Fifth
 14 Amendment right and decline to answer the question.

15 Q **And, Mr. Finn, isn't it true that at the time**
 16 **you learned of it you also learned it entailed the**
 17 **purchase of \$5.5 Million in Treasuries with a contract**
 18 **to sell them the same day for \$11 Million, providing a**
 19 **net profit of 100%?**

20 A On the advice of my attorney, I invoke my Fifth
 21 Amendment right and decline to answer the question.

22 Q **And isn't it true that after finding the**
 23 **details of this trade, you forwarded them to Mr.**
 24 **Brandel?**

25 A On the advice of my attorney, I invoke my Fifth

1 Amendment right and decline to answer the question.
 2 **Q And isn't it true that after learning the**
 3 **details of this program you solicited potential clients**
 4 **to enter into joint venture agreements with Malom,**
 5 **whereby clients would pay a fee to utilize \$5.5 Million**
 6 **to enter into the Chase one-day program?**
 7 **A On the advice of my attorney, I invoke my Fifth**
 8 **Amendment right and decline to answer the question.**
 9 **Q And isn't it true that you and Brandel**
 10 **discussed bringing additional clients in for the Chase**
 11 **program, using a joint venture agreement with Malom**
 12 **Group?**
 13 **A On the advice of my attorney, I invoke my Fifth**
 14 **Amendment right and decline to answer the question.**
 15 **Q Isn't it true that you and Joseph Micelli**
 16 **discussed bringing more clients in for the Chase**
 17 **program, either via email or telephone?**
 18 **A On the advice of my attorney, I invoke my Fifth**
 19 **Amendment right and decline to answer the question.**
 20 **Q And isn't it true that neither Brandel nor**
 21 **Micelli ever told you stop soliciting clients because**
 22 **the transaction was likely fraudulent?**
 23 **A On the advice of my attorney, I invoke my Fifth**
 24 **Amendment right and decline to answer the question.**
 25 **Q And isn't it true that Mr. Brandel and Mr.**

1 **returns of 3 to 500% over 15 days with little or no**
 2 **risk?**
 3 **A On the advice of my attorney, I invoke my Fifth**
 4 **Amendment right and decline to answer the question.**
 5 **Q And isn't it true you knew the details of the**
 6 **transaction that Mr. MacKenzie was seeking to enter**
 7 **into before he signed an escrow agreement and a joint**
 8 **venture agreement?**
 9 **A On the advice of my attorney, I invoke my Fifth**
 10 **Amendment right and decline to answer the question.**
 11 **Q And isn't it true that you knew that the**
 12 **trading program Mr. MacKenzie sought to enter into was**
 13 **likely fraudulent based on the life-altering profits**
 14 **that were being offered in such a short period with**
 15 **little or no risk?**
 16 **A On the advice of my attorney, I invoke my Fifth**
 17 **Amendment right and decline to answer the question.**
 18 **Q Mr. Finn, isn't it true that James Warras**
 19 **solicited you for funds to help him monetize Brazilian**
 20 **LTNs?**
 21 **A On the advice of my attorney, I invoke my Fifth**
 22 **Amendment right and decline to answer the question.**
 23 **Q And isn't it true you provided him money for**
 24 **those LTNs?**
 25 **A On the advice of my attorney, I invoke my Fifth**

1 **Micelli even provided you with a template agreement to**
 2 **help bring in clients who sought to enter the Chase**
 3 **one-day program or similar programs involving buying**
 4 **and selling of Treasury STRIPS?**
 5 **A On the advice of my attorney, I invoke my Fifth**
 6 **Amendment right and decline to answer the question.**
 7 **Q Mr. Finn, isn't it true that you knew that**
 8 **Kevin Vickers, Russell Hearld, Eric Krupa and Myra**
 9 **Foster were all seeking to enter transactions involving**
 10 **Treasury STRIPS that were the same or similar to the**
 11 **Chase transaction, and that each promised guaranteed**
 12 **life-altering profits in a matter of days before these**
 13 **clients signed any agreements and before you were paid**
 14 **a fee?**
 15 **A On the advice of my attorney, I invoke my Fifth**
 16 **Amendment right and decline to answer the question.**
 17 **Q And isn't it true you knew that the programs**
 18 **these clients sought to enter into were highly likely**
 19 **to be fraudulent based on the promised guaranteed**
 20 **profits that these programs offered?**
 21 **A On the advice of my attorney, I invoke my Fifth**
 22 **Amendment right and decline to answer the question.**
 23 **Q Isn't it true that you knew Rob MacKenzie of**
 24 **Realizing Wealth was seeking to enter into a \$10**
 25 **Million bullet trade that purported to pay historical**

1 **Amendment right and decline to answer the question.**
 2 **Q Mr. Finn, isn't it true that as a result of**
 3 **your work for M.Y. Consultants and the Malom Group for**
 4 **providing no other services to them other than**
 5 **soliciting clients to enter into joint venture**
 6 **agreements or structured finance transactions, M.Y.**
 7 **Consultants wired \$760,000 to your accounts at American**
 8 **Bank of Montana, and \$85,000 to M. Dwyer's account at**
 9 **Wells Fargo?**
 10 **A On the advice of my attorney, I invoke my Fifth**
 11 **Amendment right and decline to answer the question.**
 12 **Q And isn't it true that this compensation was**
 13 **entirely based on the transactions that you**
 14 **successfully solicited clients to enter into and that**
 15 **your pay was equal to a percentage of the money each**
 16 **person deposited into escrow?**
 17 **A On the advice of my attorney, I invoke my Fifth**
 18 **Amendment right and decline to answer the question.**
 19 **Q Mr. Finn, isn't it true that Gary Bross also**
 20 **solicited potential clients to enter into joint venture**
 21 **agreements with Malom Group?**
 22 **A On the advice of my attorney, I invoke my Fifth**
 23 **Amendment right and decline to answer the question.**
 24 **Q And isn't it true that you compensated Mr.**
 25 **Bross for bringing potential clients in?**

1 A On the advice of my attorney, I invoke my Fifth
 2 Amendment right and decline to answer the question.
 3 MR. SIMPSON: Let's go off the record for a
 4 minute, please.
 5 (A brief recess was taken.)
 6 MR. SIMPSON: Back on the record.
 7 BY MR. SIMPSON:
 8 Q Okay. Mr. Finn, isn't it true that Mr. Brandel
 9 directed you to find more clients to enter into joint
 10 venture agreements involving the purchase and sale of
 11 U.S. Treasury obligations, such as Treasury STRIPS?
 12 A On the advice of my attorney, I invoke my Fifth
 13 Amendment right and decline to answer the question.
 14 Q Mr. Finn, when was the last time you spoke to
 15 Mr. Brandel?
 16 THE WITNESS: A.J.?
 17 MR. KRAMER: No, just read the statement. Just
 18 read the statement.
 19 THE WITNESS: On the advice of my attorney, I
 20 invoke my Fifth Amendment right and decline to answer
 21 the question.
 22 BY MR. SIMPSON:
 23 Q Mr. Finn, have you spoken to Mr. Brandel, Mr.
 24 Micelli, Mr. Warras, Ms. Robinson, Mr. Irving, Mr.
 25 Schlapfer, Mr. Lips about this investigation or your

1 PROOFREADER'S CERTIFICATE
 2
 3 In The Matter of: M.Y. CONSULTANTS, LLC
 4 Witness: Sean P. Finn
 5 File Number: HO-12001-A
 6 Date: Thursday, September 5, 2013
 7 Location: Washington, D.C.
 8
 9 This is to certify that I, Donna S. Raya,
 10 (the undersigned), do hereby swear and affirm that the
 11 attached proceedings before the U.S. Securities and
 12 Exchange Commission were held according to the record
 13 and that this is the original, complete, true and
 14 accurate transcript that has been compared to the
 15 reporting or recording accomplished at the hearing.
 16
 17 _____
 18 (Proofreader's Name) (Date)
 19
 20
 21
 22
 23
 24
 25

1 testimony here today?
 2 A On the advice of my attorney, I invoke my Fifth
 3 Amendment right and decline to answer the question.
 4 MR. SIMPSON: Mr. Finn, we have no further
 5 questions at this time. We may, however, call you
 6 again to testify in this investigation. Should this be
 7 necessary, we will contact your attorney, Mr. Kramer.
 8 Thank you for your time.
 9 THE WITNESS: Thank you.
 10 MR. KRAMER: Hey, Sean. It's 2:20. Why don't
 11 you give me till like 3:30?
 12 THE WITNESS: That'll work.
 13 MR. KRAMER: Okay. Thank you.
 14 THE WITNESS: Thank you.
 15 MR. SIMPSON: Mr. Finn, do you wish to clarify
 16 anything, add anything to the statements you have made
 17 today?
 18 MR. KRAMER: You can just say "no."
 19 THE WITNESS: A.J.?
 20 MR. KRAMER: Just say "no."
 21 THE WITNESS: No.
 22 MR. SIMPSON: Okay. We are officially off the
 23 record at 2:17 p.m. on September 5, 2013. Thank you.
 24 (Whereupon, at 2:17 p.m., the examination was
 25 concluded.)

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EXHIBIT 24A

LOMAX DECLARATION

HO-12001

BRANDEL_ANTHONY_20130815

8/15/2013

Condensed Transcript

Prepared by:

Stephen Simpson
SEC

Friday, January 30, 2015

1 of met Joe's kind of initial approval or not?
 2 A I couldn't tell you. I would hardly doubt it
 3 because Jim doesn't -- he doesn't seem to come across as
 4 being somebody that knows much about those.
 5 Q Uh-huh.
 6 A So --
 7 Q And, you know, I ask because Mr. Warras told me
 8 that he had absolutely nothing to do with the joint
 9 venture agreements at all and it was all you and Mr.
 10 Micelli, and so I just want -- is that accurate?
 11 A That's pretty close, I mean, because, like I
 12 said, the only time we used Jim is if -- you know, if we
 13 needed to get something, you know, requested from Martin
 14 and get it back, you know, and he'd be on the phone. You
 15 know, he talked to Martin daily. You know, so, you know,
 16 he was the contact, you know, here if we needed to -- you
 17 know, if we wanted to get something back right away, we'd
 18 get it over to Jim and make sure he, you know, got an
 19 answer back for us.
 20 Q Uh-huh.
 21 A So -- well --
 22 Q At any point --
 23 A -- to Joe.
 24 Q -- at any point did he start contacting any of
 25 the clients directly or did he have any communications

1 of that?
 2 A Was that during the joint ventures or --
 3 Q Uh-huh. Yes.
 4 A He was obviously asking about what was going on
 5 on behalf of Martin then.
 6 Q Uh-huh.
 7 A So --
 8 Q Okay. How did M.Y. Consultants find its
 9 clients?
 10 A They just came in and there was three brokers
 11 that just -- that ended up coming in with everybody,
 12 which is James Erwin, Sean Finn, and Cheryl Robinson.
 13 Q Okay. So Erwin you explained earlier was a
 14 friend of Mr. Quassani's, right?
 15 A Yes.
 16 Q Okay. And how did you come in contact with
 17 Cheryl Robinson?
 18 A Cheryl was a friend of a friend of Joe
 19 Quassani's. It was lady -- her first name is Dee. She's
 20 got a very long, strange name. Dee had brought in a
 21 transaction that -- again, she was -- it didn't go
 22 anywhere because what she was trying to get us to do was
 23 to add a client of hers to a bank account and I said we
 24 just don't have that. I said we don't -- I don't know
 25 anybody that will do that and I said that's something I'm

1 with the clients?
 2 A Only when we -- when everything was done and
 3 shut down, he started communicating with them and talking
 4 to them about the refunds, doing a refund. So --
 5 Q And why did he step in that?
 6 A Because Martin I think at that time was
 7 detained again. So that's when he became a little bit
 8 more active is when Martin was detained this last time.
 9 Q Okay.
 10 A So --
 11 Q And why not Hans-Jurg Lips?
 12 A Hans was there because he wasn't intimately
 13 involved in the JVs.
 14 Q Right, but neither was Warras, though.
 15 A No, but Jim, he just -- he wanted to step up
 16 and take over, you know, and make sure that people were
 17 going to, you know, get their money back because he was
 18 and is intimately involved in selling whatever it is that
 19 they're selling over there to create these refunds. So --
 20 Q Uh-huh.
 21 A -- that's his big thing.
 22 Q Uh-huh. And I've seen a number of
 23 communications where Mr. Warras is kind of demanding
 24 updates from you about the status of an escrow agreement
 25 or whether something's coming in. What was the purpose

1 not even being involved with.
 2 Q Uh-huh.
 3 A And I guess Cheryl may have been tied to that
 4 in some way, shape or form, and Cheryl contacted me after
 5 that about another deal. So --
 6 Q Uh-huh. And what about Mr. Finn?
 7 A He came from -- he was actually working with
 8 Nathan Allen and when Nathan Allen passed away, he got a
 9 hold of me because this was right after -- it was right
 10 after Nathan Allen had done the joint venture agreement
 11 with Martin that he passed away and then Sean came in and
 12 said that he had, you know, several other people that
 13 were -- you know, would be interested in doing the same
 14 thing and he says, "Can I just bring them directly to
 15 you," and I said, "Well," I said, "I don't see why
 16 not." I said, you know, just make sure, you know, his
 17 wife is, you know -- is okay with it and whatnot because
 18 I mean that -- she was left I guess whatever he had -- I
 19 don't know how that worked. I just wanted to make sure
 20 that, you know, nobody was going to be cut out. So --
 21 Q Uh-huh. And did these three -- they're called
 22 brokers --
 23 A Uh-huh.
 24 Q Is that fair? Did they have -- did they get
 25 any training or anything on how to do what they were

1 for a fact that that's not the case and I will bet that
 2 she is somehow related to this -- the whole Brandi thing,
 3 Brandi and Kopec.
 4 Q Okay.
 5 A So --
 6 Q What kind of arrangements did M.Y. have with
 7 the brokers, with Finn and Erwin and Robinson? Was there
 8 any contract there?
 9 A I don't know if there's -- I don't think
 10 there's a fee agreement in place. There may have been, I
 11 mean, in the very early -- I'd have to go look back and
 12 see if there was actually anything signed.
 13 Q Was there an understanding with them about howe
 14 much they'd be compensated?
 15 A Well, they wanted half, but -- of whatever wase
 16 brought in and obviously that wasn't going to happen. Soe
 17 they ended up getting 25 percent.e
 18 Q Okay. And what was that 25 percent for? I
 19 mean what were they being compensated to do?
 20 A For bringing in the customer.
 21 Q And that compensation was upfront?
 22 A It was when escrow broke.
 23 Q And was that -- did that compensation vary or
 24 was it always 25 percent?
 25 A Give or take. It just depends on how much the

1 Micelli and then M.Y. Consultants would keep the balance.
 2 So --
 3 Q I'm trying to do the math in my head there.
 4 And the 50 percent that would go to Martin Schlapfer, you
 5 would break that down into smaller bits when you sent
 6 that out, is that right, to Mr. Warras and Martin
 7 Schlapfer?
 8 A However they -- sometimes they'd have -- send
 9 me to Allan Smith or straight over to Martin. Sometimes
 10 it'd be sent from escrow straight to Martin.
 11 Q Uh-huh.
 12 A Jim Warras got paid a few times out of it, but
 13 that's just on instructions from Martin because I know,
 14 you know, he didn't have much to do with it, but he was
 15 working on these other things for Martin and he just
 16 said, you know, "Instead of having the money sent clear
 17 over here and me send it back to the U.S., just go ahead
 18 and send it over and invoice me for that," and he'll
 19 take care of it.e
 20 Q And for the brokers, would all the money goe
 21 directly to, say, Sean Finn or James Erwin or Cheryle
 22 Robinson or how would that --
 23 A When it came to James and Sean Finn, the moneye
 24 would go directly to them. Cheryl had me sometimes breake
 25 it down to other brokers that I guess brought in those

1 fee was because, I mean, in some cases, you know, the
 2 customer would get the fee to come down. You know,
 3 Martin would agree and if it, you know, came down a
 4 little bit lower, then that percentage may have dropped.
 5 Q Uh-huh.
 6 A So I'd have to look at the payouts and I could
 7 tell you then, but --
 8 Q When you talked with any of the clients, were
 9 the breakdown of the -- how the transaction fee or the
 10 financial services fee be used, was that ever disclosed
 11 to them?
 12 A In some of the cases. You know, if they would
 13 -- if they would ask, you know, how's this fee -- where's
 14 this fee going to go, I'd tell them exactly, you know,
 15 this is how much that's going to go over to Martin, this
 16 is how much is going to stay here, and this is how much
 17 is going to be paid to the introducing broker.
 18 Q Okay. And what is that breakdown?
 19 A Again, it's 50 percent goes over to Martin,
 20 then what's left, you know -- and again, that depends on
 21 the fee amount, but just a typical deal it'd be 50e
 22 percent would go to Martin. Out of the 50 percent that's
 23 left here, 25 percent would be sent to the brokers and
 24 then this is where it gets a little confusing. Thee
 25 balance of that 25 percent, 40 percent,would go to Joe

1 people and that was a couple times. For the most part,
 2 she took care of them on her own if she had to pay
 3 somebody else. And the only unfortunate thing is that,
 4 you know, she had me -- because she said her mother was
 5 her partner and she said just to have her -- I sent quite
 6 a few of the wires to her mother.
 7 Q Uh-huh.
 8 A So --
 9e Q Why was that unfortunate?
 10 A Because come to find out, I don't think her
 11 mother was even her partner.
 12 Q Oh. The -- what about Micelli; how was Micelli
 13 paid?
 14 A A lot was paid in cash unless he had me send ite
 15 to -- there was an attorney that he had me send quite a
 16 bit to that was in California. He was working on a lot
 17 of other deals, I mean, because, like I said, he -- this
 18 wasn't, you know, something that he just did full-time.
 19 This is -- you know, he was doing his thing with Martine
 20 and whatnot, but he had some movie deals going on. Hee
 21 had -- he was working with some other guy, Al, I don't
 22 remember his last name, but on a strip club/escorte
 23 business that he had me wire money to Al on that
 24 transaction or he had wire money to this Jamie Rice fore
 25 this movie deal, which he did get it done. Unfortunatelye

1 A No.
 2 Q Why?
 3 A Because it doesn't make any sense.
 4e Q Why?
 5 A Because nobody's going to sell you those
 6 treasuries for that deep of a discount.
 7 Q Okay. And the profits --
 8 A Well, if you could buy them for that cheap, the
 9 profit's going to be a lot higher than that.
 10 Q Right.
 11 A So if you could buy a \$25 million treasury for
 12 \$5.5 million, you're going to sell it for pretty close to
 13 face value.
 14 Q Right. So they're -- I mean they're looking at
 15 22 cents on the dollar, 44 cents on the -- so at least --
 16 A Yeah.
 17 Q -- a 100 percent profit.
 18 A Oh, absolutely.
 19 Q Right?
 20 A Yeah.
 21 Q And then what about this -- you know, this
 22 whole thing can happen within two hours at the bank; what
 23 do you think about that?
 24 A To buy a treasury? I'm not sure how long that
 25 would even take.

1 the same program we just looked at?
 2 A It looks pretty much the same, yep.
 3 Q Okay. So who's Robin Ashley?
 4 A She is the one that brought in Johannes with a
 5 transaction that didn't come to fruition. She couldn't
 6 even find the people after she -- she brought in
 7 Johannes. Johannes got signed up to do a transaction.
 8 You know, he claimed he had his own deal, da, da, da,
 9 which come to find out he was actually getting it from
 10 this Robin Ashley and when we were -- when Joe started
 11 talking -- working with Robin Ashley about, you know,
 12 getting the information on the transaction, we could
 13 never -- she would never -- couldn't get anything over to
 14 him. So --
 15 Q Uh-huh.
 16 A -- and I think -- I don't know if this happened
 17 before or after that that came in, but she was pitching
 18 all sorts of different types of transactions to us to see
 19 if we would -- to see if Martin would entertain them.
 20 Q And so she says, "Will Martin do this?" Do
 21 you respond --
 22 A Yeah.
 23 Q -- to her?
 24 A I probably did and I probably -- I may have --
 25 I'm sure I would've said no.

1 Q Uh-huh.
 2 A You know, I don't know, to buy them, yeah, I
 3 supposed it could happen fairly quick.
 4 Q And then to reenter the program as many times
 5 as they want until the program is over, so to make 100
 6 percent profit over and over and over again until they --
 7 A Yeah.
 8 Q -- say no; how does that sound?
 9 A It sounds pretty fictitious.
 10 Q You ready to sign up?
 11 A I am, yeah.
 12 Q Okay. Okay. Let me introduce-- it's Exhibit
 13 123.
 14 (SEC Exhibit No. 123 was marked
 15 for identification.)
 16 BY MR. SIMPSON:
 17 Q Okay. So this is an email. It's from someone
 18 named Robin Ashley to yourself and the title is, "Here
 19 is the overview of the Chase One Day Program," and it's
 20 dated March 11, 2010.
 21 A Uh-huh.e
 22 Q And the attachment here is the Chase One Day
 23 Program.
 24 A Uh-huh.e
 25 Q And take a look at this. Is this effectively

1 Q All right. Would you pass this on to Mr.
 2 Micelli?
 3 A Well, I have to.
 4 Q You have to?
 5 A So -- yeah. I just -- I automatically--
 6 anything that comes in like that, I just -- I pass it on
 7 to Micelli. I'm pretty sure if I would've got this, then
 8 I would've given it to him.
 9 Q Okay. Now let's look at Exhibit 124.
 10 (SEC Exhibit No. 124 was marked
 11 for identification.)
 12 BY MR. SIMPSON:
 13 Q So this is an --
 14 A If I even opened it.
 15 Q -- this is an email from Sean Finn to yourself,
 16 subject -- it's dated March 24, 2010.
 17 A Yeah, pretty much the same thing.
 18 Q And it attaches pretty much the same program;
 19 is that right?
 20 A Uh-huh.
 21 Q The Chase One Day Program?
 22 A Yes, it is.
 23 Q Okay. So Sean Finn approached you with this
 24 program March 24, 2010 as well; agree with that?
 25 A I agree.

EXHIBIT 25

LOMAX DECLARATION



UNITED STATES OF AMERICA
SECURITIES AND EXCHANGE COMMISSION

ATTESTATION

IT IS HEREBY ATTESTED THAT:

A diligent search has this day been made of the records and files of this Commission, and the records and files do not disclose that any registration statements or filings have been received in this Commission under the name of Sean P. Finn, pursuant to the provisions of any of the Acts administered by the Commission.

This certified document was produced from the files of this Commission on

02/25/2019

Date

It is hereby certified that the Secretary of the U.S. Securities and Exchange Commission, Washington, DC, which Commission was created by the Securities Exchange Act of 1934 (15 U.S.C. 78a et seq.) is official custodian of the records and files of said Commission and was such official custodian at the time of executing the above attestation.

For the Commission

Brent J. Fields
Secretary



UNITED STATES OF AMERICA
SECURITIES AND EXCHANGE COMMISSION

ATTESTATION

IT IS HEREBY ATTESTED THAT:

A diligent search has this day been made of the records and files of this Commission, and the records and files do not disclose that any registration statements or filings have been received in this Commission under the name of M.Dwyer, pursuant to the provisions of any of the Acts administered by the Commission.

This certified document was produced from the files of this Commission on

02/25/2019

Date

It is hereby certified that the Secretary of the U.S. Securities and Exchange Commission, Washington, DC, which Commission was created by the Securities Exchange Act of 1934 (15 U.S.C. 78a et seq.) is official custodian of the records and files of said Commission and was such official custodian at the time of executing the above attestation.

For the Commission

Brent A. Filer
Secretary