

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:

GREEN SAPPHIRE HOLDINGS INC.,

Debtors.

Chapter 11

Case No. 25-07412 (JPC)

Hon. Jacqueline P. Cox

Hearing Date: June 3, 2025

Hearing Time: 1:00 p.m.

**DECLARATION OF SAMANTHA RUBEN IN SUPPORT OF
MOTION FOR RELIEF FROM STAY**

I, Samantha Ruben, declare as follows:

1. I am an attorney duly admitted to practice law before this Court and a Managing Associate with the law firm of Dentons US LLP, counsel for Global Capital Partners, LLC (“Global Capital”) and Access Management, S.A.S., Inc. (“Access Management,” and with Global Capital, “Movants”). I make this Declaration in support of *Movants’ Motion for Relief from the Automatic Stay*, filed contemporaneously herewith. This Declaration is based on my personal knowledge except as otherwise indicated.

2. Attached hereto are true and correct copies of the following documents:

Exhibit 1	Verified Complaint, filed in the Court of Chancery of the State of Delaware on August 22, 2024.
Exhibit 2	Wire Transfer Receipts and Related Emails, dated January 31 to February 21, 2025.
Exhibit 3	Third Amended Complaint, filed in the United States District Court for the Northern District of Illinois Eastern Division, dated February 9, 2025.
Exhibit 4	Chart of Ritchie Family Office Entities, dated May 19, 2025.
Exhibit 5	Unanimous Consent of Directors of NorthSea LLC, dated February 15, 2023.

Exhibit 6	Declaration of Marc Fornacciari in Support of Plaintiffs' Opposition to Defendant Green Sapphire's Motion to Vacate Order Granting Expedition, executed April 8, 2025 and filed April 10, 2025.
Exhibit 7	Declaration of Johannes Zingerle in Support of Plaintiffs' Motion for <i>Status Quo</i> Order, dated January 17, 2025.
Exhibit 8	Oral Argument and Rulings of the Court on Defendant's Motion to Dismiss and Plaintiffs' Motion for a Status Quo Order and for Expedited Proceedings, on February 6, 2025.
Exhibit 9	Order Denying Green Sapphire's Motion to Vacate Order Granting Expedition, dated April 23, 2025.
Exhibit 10	Attestation de témoin, Garrett Vail, notarized June 20, 2024 and signed by Garret Vail on June 21, 2024.
Exhibit 11	Plaintiffs' Requests for Production of Documents Directed to Alpha Carta, Ltd., dated April 1, 2025.
Exhibit 12	Affidavit of Garrett Vail, dated March 7, 2025.
Exhibit 13	Loan and Security Agreement, between Global Capital Partners, LLC and Green Sapphire Holdings, Inc., dated February 2, 2023.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

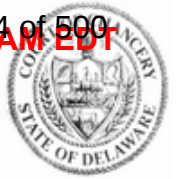
Executed on the 22nd day of May, 2025, in Chicago, Illinois.

/s/ Samantha Ruben

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EXHIBIT 1

Filed: Aug 22 2024 10:55AM EDT
Transaction ID 74121018
Case No. 2024-0877-



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

GLOBAL CAPITAL PARTNERS LLC and
ACCESS MANAGEMENT, S.A.S., INC.,

Plaintiffs,

v.

GREEN SAPPHIRE HOLDINGS INC.,

Defendant.

C.A. No. _____

VERIFIED COMPLAINT

As and for their Complaint against Defendant, Plaintiffs Global Capital Partners LLC (“Global Capital”) and Access Management, S.A.S., Inc. (“Access Management”), by and through their undersigned counsel, state as follows:

NATURE OF THE ACTION

1. Global Capital is a special purpose company which acted as a private credit lender to Defendant Green Sapphire Holdings Inc., a Delaware corporation (“Green Sapphire”) in transactions secured by real estate properties in the Caribbean. Access Management is a wholly owned subsidiary of Global Capital, which owns two real estate properties located in the French overseas territory of St. Barthelemy, commonly known as St. Barts.

2. Plaintiffs bring this action for breach of a Loan Settlement Agreement, dated February 7, 2024, between Global Capital and Green Sapphire, which is governed by Delaware law; for defamation based on false and malicious statements about Global Capital published by Green Sapphire in connection with its breach; and for tortious interference with Access Management's contractual relations and prospective business expectancy. A true and correct copy of the Loan Settlement Agreement is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein.

3. In February 2023, Global Capital extended a short-term loan in the principal amount of \$10,000,000 to Green Sapphire (the "Loan") pursuant to a Loan and Security Agreement dated February 2, 2023 (the "Loan Agreement"), which is governed by Delaware law. Green Sapphire required the funds to pay existing debts that were maturing. To secure the Loan, Green Sapphire pledged its wholly owned subsidiary Access Management and two real estate properties Access Management owns in St. Barts. Green Sapphire's Director signed the Loan Agreement and supporting agreements, and Global Capital promptly disbursed the funds to Green Sapphire's counsel in the United States at the direction of Green Sapphire.

4. In June 2023, the Loan came due and Green Sapphire failed to repay the principal or the accrued interest. Global Capital agreed to extend the Loan until October 2023 and advanced Green Sapphire an additional \$1,000,000. But come

October, Green Sapphire again failed to repay its debts to Global Capital. In December, Global Capital sent Green Sapphire a notice of default and shortly thereafter exercised its contractual rights to take ownership of the collateral in partial satisfaction of Green Sapphire's debt.

5. In February 2024, the parties entered into the Loan Settlement Agreement. Under the terms of the agreement, Green Sapphire acknowledged and agreed that it had failed to repay the Loan and that the collateral—Access Management shares and the two St. Barts properties—now belonged to Global Capital. Green Sapphire also agreed to pay Global Capital \$1,665,000 in stock in another company to settle all remaining claims related to the Loan.

6. Beginning in April 2024, however, Green Sapphire reversed course and launched a campaign to wrongfully contest and disrupt Global Capital's ownership of Access Management and the St. Barts properties. Despite provisions in the Loan Agreement and a Pledge and Security Agreement establishing exclusive jurisdiction in the Delaware Superior Court, the Delaware District Court, or any court with jurisdiction *of Global Capital's choosing*, Green Sapphire filed a false civil complaint in Guadeloupe claiming that its own director had wrongfully transferred the St. Barts properties from Green Sapphire to Access Management before pledging them as security for the Loan. Green Sapphire then sent a false letter to the public prosecutor in Martinique making criminal allegations that the Loan was a "fake,"

that Green Sapphire did not seek the Loan, and “that the amount of the loan has never been paid to [Green Sapphire].” Green Sapphire sent the false criminal letter to the President of the Collectivity of St. Barts and separately to the architect redesigning one of the St. Barts properties for Access Management, under letters claiming that Global Capital had wrongfully taken Green Sapphire’s real estate.

7. This Court should award damages to Global Capital because Green Sapphire materially breached the Loan Settlement Agreement with Global Capital by challenging and disrupting its rightful ownership of the collateral following Green Sapphire’s default. The Court should also award damages to Global Capital from Green Sapphire because Green Sapphire defamed Global Capital by publishing to the local government and its architect knowingly false letters accusing Global Capital of fraud.

8. This Court should award damages to Access Management because Green Sapphire tortiously interfered with Access Management’s contract with its architect by disrupting his work on the St. Barts properties. The Court should also award damages to Access Management because Green Sapphire tortiously interfered with Access Management’s prospective economic advantage by intentionally creating a cloud of title over the properties to prevent their sale.

9. Finally, this Court should enjoin Green Sapphire from further defaming Global Capital.

PARTIES

10. Plaintiff Global Capital Partners LLC is a Cayman Islands company formed on September 9, 2022 for the purpose of engaging in a secured lending transaction with Green Sapphire. Global Capital has an address at Cayman Management Ltd., Governors Square, 2nd Floor, 23 Lime Tree Bay Avenue, P.O. Box 1569, Grand Cayman, KY1-1110, Cayman Islands.

11. Plaintiff Access Management S.A.S., Inc. is a Cayman Islands company wholly owned by Global Capital. Access Management is a real estate holding company. Access Management has its registered office at Cayman Management Ltd., Governors Square, 2nd Floor, 23 Lime Tree Bay Avenue, P.O. Box 1569, Grand Cayman, KY1-1110, Cayman Islands.

12. Defendant Green Sapphire Holdings Inc. is a Delaware corporation incorporated on December 13, 2006. Green Sapphire is a real estate investment firm. Green Sapphire has an address at 1007 N. Orange St., Wilmington, Delaware 19801.

JURISDICTION

13. This Court has subject matter jurisdiction under 10 *Del. C.* § 341, and 6 *Del. C.* § 2708. Section 11 of the Loan Settlement Agreement specifies: “This Agreement shall be governed by the laws of the State of Delaware, without regard to principles of conflicts of law.” Moreover, the Loan Agreement and Pledge and Security Agreement contain identical forum selection provisions stating:

BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT SHALL BE LITIGATED IN THE SUPERIOR COURT OF NEW CASTLE COUNTY, DELAWARE, OR, THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION.

14. This Court has personal jurisdiction over Defendant because Defendant is incorporated under the laws of Delaware.

STATEMENT OF FACTS

A. February 2023: Global Capital Extends a \$10,000,000 Loan to Green Sapphire, Secured by Real Property on the Island of St. Barthelemy.

15. In fall 2022, Green Sapphire or its affiliates had an existing credit facility that was maturing soon and required funds to pay the maturing debt and avoid default. Green Sapphire, through intermediaries, approached Tailwind Ltd. with a request for an immediate bridge loan. Tailwind Ltd. agreed to arrange a loan by a syndicate of investors who, given the request's tight timeline and Green Sapphire's credit profile and real estate properties in St. Barts, were willing to take the risk with a suitable interest rate. The investor syndicate caused Global Capital, a company they owned, to make the loan to Green Sapphire.

16. Global Capital was represented in the loan negotiations by the law firm of Nelson Mullins Riley & Scarborough, LLP. Green Sapphire was represented by the Mack Law Group, Northbrook, Illinois.

17. On February 2, 2023, Green Sapphire and Global Capital entered into a Loan and Security Agreement (as previously defined, the “Loan Agreement”). The Loan Agreement provided for Global Capital to extend a loan to Green Sapphire in the principal amount of \$10,000,000 (as previously defined, the “Loan”). Green Sapphire agreed to repay the Loan and all accrued interest on the maturity date.

18. To secure its payment obligations, Green Sapphire granted Global Capital first-priority security interests in certain of its assets. Green Sapphire pledged all its interests in its subsidiary, Access Management. Green Sapphire also agreed to cause Access Management to grant Global Capital a first priority mortgage on two real estate properties Access Management owned on St. Barts: one villa and land in Plot AE 314 in Colombier, known as Villa Mona; and a land parcel in Plot AI 220 in Saint-Jean (together, the “St. Barts Properties,” and collectively with Green Sapphire’s interests in Access Management, the “Collateral”). Attachment of Global Capital’s security interest in Access Management was confirmed through the parties’ execution of a Financial Securities Account Pledge Agreement on the same day as the Loan Agreement. Global Capital’s security interests in the St. Barts

Properties were attached and perfected by filing a first-lien mortgage with the Service de la Publicité foncière de Pointe-à-Pitre (Guadeloupe).

19. On February 16, 2023, Green Sapphire signed a Promissory Note (the “Note”). The Note provided for the Loan to be disbursed to Green Sapphire in two tranches: the first tranche of at least \$3,000,000 (the “First Tranche”) to occur on or before February 17, 2023, and the second tranche of an amount up to \$7,000,000 (the “Second Tranche”) to occur as soon as possible shortly thereafter. Green Sapphire promised to repay the Loan on June 16, 2023, with interest. A First Amendment to Loan and Security Agreement was executed the same day to conform the dates in the Loan Agreement to those in the Note.

20. To secure the Loan, on February 16, 2023, Green Sapphire and Global Capital also entered into a Pledge and Security Agreement (the “Security Agreement”). Under the agreement, Green Sapphire pledged all right, title, and interest to its shares of Access Management to Global Capital as security. The same day, Global Capital’s security interests in Green Sapphire’s shares of Access Management were perfected by filing UCC Financing Statements with the Delaware Department of State and Florida Secretary of State.

21. Each of the foregoing agreements was signed on behalf of Green Sapphire by its Director, Ryan Cicoski. Mr. Cicoski is an attorney and a member of the Delaware bar. He served as a judicial clerk in the Delaware Superior Court and

later practiced with the law firm of Potter Anderson & Corroon LLP from 2015 to 2019.

22. On February 2, 2023, Global Capital disbursed \$900,000 of the First Tranche. Global Capital's investor syndicate wire transferred the amount to the IOLTA account of Green Sapphire's counsel in the United States, Charles Mack of the Mack Law Group. There is no dispute that the funds were actually received in the IOLTA account and never returned to Global Capital. Upon information and belief, Mr. Mack handled all issues related to the Loan on behalf of Green Sapphire, and has represented Green Sapphire and its principals for years on many real estate matters.

23. On February 17, 2023, Global Capital disbursed the remainder of the First Tranche and all of the Second Tranche. The amount of \$250,000 was first deducted from the loan proceeds to Green Sapphire to pay Tailwind part of its fee for arranging the Loan. Global Capital's counsel, Nelson Mullins, then wire-transferred the amount of \$8,849,910 to Mr. Mack's IOLTA account. There is no dispute that the funds were actually received in the IOLTA account and never returned to Global Capital.

B. June 2023: Global Capital Agrees to Extend the Maturity Date of the Loan and Advance Additional Funds to Green Sapphire.

24. On June 16, 2023, the Loan reached maturity and the full principal amount of \$10 million and accrued interest became due and owing. Green Sapphire

did not repay the Loan. Instead, Green Sapphire and Global Capital entered into a Second Loan Modification and Ratification Agreement (the “Loan Modification”).

25. The Loan Modification extended the Loan’s maturity date from June 16, 2023, to October 31, 2023. Global Capital agreed to advance an additional \$1,000,000 to Green Sapphire (the “Advance”), increasing the Loan’s principal amount to \$11 million. The past due interest of \$1 million would continue to accrue interest, and the new principal amount also would accrue interest.

26. In exchange for Global Capital agreeing to modify the Loan, Green Sapphire agreed to pay certain additional fees concurrently with the execution of the Loan Modification. These fees included a \$250,000 Maintenance Fee to Global Capital; a \$525,000 Underwriting Fee, consisting mainly of past due fees owed for the initial underwriting of the Loan, to Tailwind Ltd.; and fees to legal counsel for Green Sapphire and Global Capital.

27. On August 11, 2023, Global Capital disbursed the additional \$1 million. Global Capital’s counsel, Nelson Mullins, retained \$70,000 for their legal fees and wire transferred \$285,000 to Tailwind Ltd. on behalf of Global Capital Partners for the Maintenance Fee and other fees; \$525,000 to Tailwind Ltd. for the past due Underwriting Fee; and \$120,000 to Mr. Mack’s IOLTA account. There is no dispute that the funds were actually received in the IOLTA account and never returned to Global Capital.

C. October, December 2023: Green Sapphire Defaults on the Secured Loan, and Global Capital Takes Ownership of the Collateral.

28. On October 31, 2023, the Loan reached its extended maturity date, with the full principal amount of \$11 million and all accrued interest due and owing. Green Sapphire failed to repay the Loan or pay any of the accrued interest. No further modification of the Loan was granted.

29. On December 13, 2023, after informal discussions with Green Sapphire were unsuccessful, Global Capital sent Green Sapphire a notice formally declaring an event of default and giving it until December 14, 2023 to agree to certain terms for Global Capital to standstill and not foreclose on the Collateral. Green Sapphire failed to agree to the proposed terms.

30. On December 15, 2023, Global Capital exercised its rights to the Collateral under the Loan Agreement and the Security Agreement. Global Capital took possession of the stock of Access Management via stock assignment. All of the stock of Access Management thereby became owned by Global Capital. Global Capital also thereby became owner of the St. Barts Properties. A pre-signed resignation of Access Management's director, Ryan Cicoski, was filed and Global Capital's principal, Dustin Springett, was appointed sole director of Access Management.

D. February 2024: Green Sapphire and Global Capital Enter into the Loan Settlement Agreement.

31. Taking ownership of Access Management and the St. Barts Properties did not satisfy all of Green Sapphire's defaulted payment obligations under the Loan Agreement.

32. Therefore, on February 7, 2024, Green Sapphire, Global Capital, and related parties executed a Loan Settlement Agreement to resolve all outstanding claims under the Loan Agreement. The Loan Settlement Agreement stated in Recital G that Green Sapphire had defaulted on the Loan three months earlier:

The Maturity Date under the Original Loan occurred on October 31, 2023, and Borrower failed to make payment to Lender in the amount of the outstanding principal balance of the Original Loan, all accrued and unpaid interest, fees and all other amounts due under the Loan Documents as required thereby (the "Existing Default").

33. The Loan Settlement Agreement further stated in Recital I that Green Sapphire remained in breach of the Loan Agreement, and, as a consequence, Global Capital now owned the Collateral:

(i) the Borrower remains in breach of its obligations under the Loan Documents; (ii) the Lender exercised its right under Section 7.2 of the Original Loan & Security Agreement, as amended; and (iii) the Collateral, including the Subsidiary Shares, is now held in the name of the Lender.

34. In Section 1, Green Sapphire specifically acknowledged the accuracy of the recitals and agreed that they form part of the Loan Settlement Agreement.

Green Sapphire thus agreed that it had defaulted on the Loan and that the Collateral now belonged to Global Capital.

35. Green Sapphire also agreed to pay \$1,665,000 to Global Capital in settlement of the remaining defaulted loan and interest amounts. Loan Settlement Agreement § 3.b). This amount was to be paid by delivery of 532,380 shares of stock in CYRB Inc., a Delaware corporation.

36. In exchange for Green Sapphire executing the agreement and paying the settlement fee, Global Capital acknowledged and agreed that the Loan was satisfied in full, and that Green Sapphire and its affiliates had no further liability to Global Capital with respect to the Loan. Loan Settlement Agreement § 4. However, the parties agreed that the release should not be interpreted to require the cancellation of Global Capital's interest in the Collateral: "Notwithstanding the foregoing, nothing in this Section 4 shall be interpreted to require the cancellation of the other Loan Documents governing Lender's security interest on the Collateral." The original Loan Agreement and Security Agreement were included in the Loan Settlement Agreement's definition of "other Loan Documents." *Id.* at ¶ F.

37. Green Sapphire and Global Capital thus resolved and settled all remaining obligations under the Loan Agreement. Green Sapphire delivered the stock of CYRB Inc. to Global Capital. Global Capital remained the sole owner of

Access Management, and Access Management remained the owner of the St. Barts Properties.

E. April to July 2024: Green Sapphire Falsely Contests Global Capital's Ownership of the St. Barts Properties and Disrupts Access Management's Business.

38. Upon information and belief, Mr. Cicoski resigned as a director of Green Sapphire on March 1, 2024. Shortly thereafter, Green Sapphire orchestrated a campaign to contest and disrupt Global Capital's rightful ownership of Access Management and the St. Barts Properties and defame Mr. Cicoski in the process.

39. On April 15, 2024, in contravention of the exclusive forum provisions in both the Loan Agreement and Security Agreement, Green Sapphire filed a civil complaint in the Mixed Commercial Court of Basse-Terre, Guadeloupe against Access Management (the "French Civil Complaint").¹ The French Civil Complaint has not been properly served. As Green Sapphire knows, Access Management is a Cayman Islands company and was not served at that registered address.

40. The French Civil Complaint challenged the process by which the St. Barts Properties were transferred from Green Sapphire to its subsidiary Access Management in 2022, the year before Green Sapphire and Access Management

¹ The French Civil Complaint also named as a defendant Michael Ciffreo, a local notaire, or public official authorized by the state to attest and certify certain legal documents and oversee property transactions. The French Civil Complaint challenges certain property transfers to Access Management attested to by Mr. Ciffreo.

pledged those properties as collateral for the Loan. Specifically, the French Civil Complaint alleged that Green Sapphire's Director, Ryan Cicoski, lacked authority to approve the transfers pursuant to the charter and bylaws of Green Sapphire. Green Sapphire requested that the French court declare the transfers null and void and order the properties returned to Green Sapphire. Any actions approved by Green Sapphire's Director are a matter of Delaware law, and Access Management will move shortly to dismiss the French Civil Complaint – in favor of this action -- as lacking jurisdiction and having been filed in the wrong forum.

41. The French Civil Complaint was filed without a good-faith basis in law or fact. Mr. Cicoski was duly authorized to effect Green Sapphire's transfer of the St. Barts Properties to its subsidiary before pledging those properties for the Loan. The false civil complaint was filed for the purpose of frustrating the sale of one of the two St. Barts Properties, Villa Mona. Access Management has a ready, willing, and able buyer. Closing has been delayed by the pending, baseless lawsuit in Guadeloupe. The longer the closing is delayed, the more money Access Management loses and the greater the risk is that the closing will never occur. This was precisely Green Sapphire's strategy in filing the complaint.

42. On June 28, 2024, Green Sapphire sent a letter to the Public Prosecutor in Fort-de-France, Martinique making criminal allegations and requesting that he take action (the "French Criminal Letter"). The French Criminal Letter has no good-

faith basis in fact or law. The French Criminal Letter is a salad of scurrilous accusations. Among other things, Green Sapphire alleges that the Loan was a “fake,” that Green Sapphire did not seek the Loan, and “that the amount of the loan has never been paid to [Green Sapphire] and that to date none of the Complainants has received any amount under the Loan.”

43. In reality, the Loan was not a “fake” but an actual transaction in which Global Capital advanced funds totaling \$11 million. Green Sapphire did in fact seek the Loan in order to pay existing debts owed by Green Sapphire or its affiliates that were maturing. And Green Sapphire did receive the amounts of the Loan—the First Tranche, the Second Tranche, and the Advance—by wire transfer to its U.S. legal counsel. The receipts confirm as much.

44. Notably, the public prosecutor has taken no action in response to this defamatory letter. The French Criminal Letter is simply an effort to defame Ryan Cicoski, a member of the bar of this Court, as having abused his position as Director of Green Sapphire. Green Sapphire alleges Mr. Cicoski “secretly organized” the “unauthorized” acquisition of Access Management by Green Sapphire; transferred the St. Barts Properties from Green Sapphire to Access Management without authority; “fictitiously had a resolution adopted (without obtaining the necessary authorizations), under the terms of which [Green Sapphire] decided to re-domicile [Access Management] (registered with the Basse-Terre Trade and Companies

Registry) in Florida, USA”; and “used forgeries and unfair management practices” to carry out his “fraud.”

45. In fact, Mr. Cicoski was fully authorized to act on behalf of Green Sapphire. Morris, Nichols, Arsht & Tunnell LLP has issued a legal opinion (the “Morris Nichols Opinion”) concluding that Mr. Cicoski, in his capacity as director of Green Sapphire, possessed the requisite corporate power and authority to authorize and direct Green Sapphire’s contribution of the St. Barts Properties to its subsidiary Access Management. A true and correct copy of the Morris Nichols Opinion is attached hereto as Exhibit B. The Morris Nichols Opinion also concludes that Mr. Cicoski possessed the requisite corporate power and authority to cause Green Sapphire to enter into the Loan Agreement and the Loan Settlement Agreement. Mr. Cicoski has confirmed that he was a director of Green Sapphire on February 2, 2023 and executed the attached resolution of that same date relating to the transaction.

46. Green Sapphire capped its smear campaign by sending defamatory letters enclosing copies of the French Criminal Letter to third parties throughout St. Barts. On July 18, 2024, Green Sapphire sent a defamatory letter about Global Capital to the President of the Collectivity of St-Barthelemy, the head of the local government (the “First Green Sapphire Letter”). The First Green Sapphire Letter falsely told the President that Global Capital had engaged in “serious and malicious

attempts” to “illegally appropriate” Green Sapphire’s “real estate assets” and that Global Capital had “attempted to defraud” Green Sapphire.

47. A week later, on July 24, 2024, Green Sapphire sent another defamatory letter about Global Capital to Access Management’s architect in St. Barts, Johannes Zingerle (the “Second Green Sapphire Letter”). Zingerle was redesigning Villa Mona for Access Management and opening a building permit for reconstruction of the villa when he received the Second Green Sapphire Letter. The Second Green Sapphire Letter falsely told Zingerle that Global Capital had engaged in “serious and malicious attempts” to “illegally appropriate” Green Sapphire’s “real estate assets” and that Global Capital had “attempted to defraud” Green Sapphire. The Letter threatened the architect with criminal prosecution if he lawfully continued his work. The Letter also purported to restrict access to the property.

48. Plaintiffs lack an adequate remedy at law.

COUNT ONE
(Breach of Contract)

49. Plaintiffs repeat and reallege the allegations set forth at paragraphs 1 through 48 as if fully set forth herein.

50. The Loan Agreement, Security Agreement and Loan Settlement Agreement are valid and binding contracts governed by Delaware law.

51. Global Capital has performed all of its obligations under the Loan Agreement and Security Agreement, including but not limited to extending a \$10

million loan to Green Sapphire in February 2023, and advancing an additional \$1 million to Green Sapphire in June 2023. Green Sapphire failed to perform its obligations under the Loan Agreement by not repaying the Loan when due, even after an extension. When the Loan fell into default, Global Capital exercised its right to assume ownership of the Collateral, including the St. Barts Properties.

52. Global Capital also has performed all of its obligations under the Loan Settlement Agreement, including accepting Green Sapphire's delivery of the stock of CYRB Inc., together with the Collateral, in full satisfaction of Green Sapphire's debt.

53. Green Sapphire, however, has breached its obligations under the Loan Settlement Agreement. Green Sapphire acknowledged and agreed that it had defaulted on the Loan and that Global Capital now owned the Collateral, including the St. Barts Properties. Shortly thereafter, Green Sapphire breached that agreement by contesting and disrupting Global Capital's rightful ownership of the St. Barts Properties.

54. Green Sapphire's conduct in breach of the Loan Settlement Agreement has harmed and continues to harm Global Capital. The Green Sapphire Letter to Access Management's architect has prevented renovation work at Villa Mona. Green Sapphire's false complaints have created a cloud of title over the St. Barts Properties preventing their sale. Green Sapphire has thereby disabled Global Capital

from recouping the defaulted loan and interest amounts secured by the properties.

55. In addition. Green Sapphire has breached the Loan Agreement and Security Agreement by filing the French Civil Complaint in a forum other than that agreed upon.

56. By reason of the foregoing, Global Capital has been damaged.

COUNT TWO
(Defamation)

57. Plaintiffs repeat and reallege the allegations set forth at paragraphs 1 through 56 as if fully set forth herein.

58. The First Green Sapphire Letter, which accuses Global Capital of fraud, is facially defamatory. The First Green Sapphire Letter clearly refers to Global Capital by enclosing the French Criminal Letter identifying it by name.

59. Green Sapphire published the First Green Sapphire Letter by addressing and sending it to the President of the Collectivity of St-Barthelemy. Given the content of the First Green Sapphire Letter, it would clearly be understood as defamatory by the person to whom it was published.

60. The Second Green Sapphire Letter also is facially defamatory for its accusations of fraud. The Second Green Sapphire Letter clearly referred to Global Capital by also enclosing the French Criminal Letter identifying it by name.

61. Green Sapphire published the Second Green Sapphire Letter by addressing and sending it to Johannes Zingerle, Access Management's architect at

Villa Mona. Given the content of the Green Sapphire Letter, it would clearly be understood as defamatory by the person to whom it was published.

62. By reason of the foregoing, Global Capital has been damaged.

63. Green Sapphire's continued defamatory statements threaten irreparable injury to Global Capital if an injunction is not granted. The harm to Global Capital plainly outweighs the non-existent harm to Green Sapphire if an injunction against its continued defamation is granted.

COUNT THREE

(Tortious Interference with Contract)

64. Plaintiffs repeat and reallege the allegations set forth at paragraphs 1 through 63 as if fully set forth herein.

65. Access Management has a contract with its architect, Johannes Zingerle, to redesign Villa Mona and secure a building permit for its reconstruction. Green Sapphire knows that Access Management has such a contract with Mr. Zingerle, given that Green Sapphire sent Mr. Zingerle the Green Sapphire Letter threatening criminal prosecution if he continued his work at Access Management's property.

66. Green Sapphire intentionally interfered with Access Management's contract by sending the Second Green Sapphire Letter threatening Mr. Zingerle and preventing Mr. Zingerle from performing his obligations under the contract.

67. By reason of the foregoing, Access Management was damaged.

68. Green Sapphire's continued interference with the St. Barts Properties threatens irreparable injury to Access Management if an injunction is not granted. The harm to Access Management plainly outweighs the non-existent harm to Green Sapphire if an injunction against its continue interference is granted.

COUNT FOUR

(Tortious Interference with Business Expectancy)

69. Plaintiffs repeat and reallege the allegations set forth at paragraphs 1 through 68 as if fully set forth herein.

70. Access Management possessed a business expectancy in the sale of Villa Mona. Green Sapphire knew that Access Management intended to sell the St. Barts Properties so that its corporate parent, Global Capital, could recover Green Sapphire's defaulted loan and interest amounts.

71. Green Sapphire intentionally interfered with Access Management's business expectancy by filing its false complaints and creating a cloud of title over the St. Barts Properties that has caused the prospective buyer to not close on the sale.

72. By reason of the foregoing, Access Management was damaged.

73. Green Sapphire's continued interference with the St. Barts Properties threatens irreparable injury to Access Management if an injunction is not granted. The harm to Access Management plainly outweighs the non-existent harm to Green Sapphire if an injunction against its continue interference is granted.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court enter a judgment against Defendant and in their favor:

A. Preliminarily and permanently enjoining Green Sapphire from prosecuting the French Civil Action;

B. Preliminarily and permanently enjoining Green Sapphire from taking any action to interfere with Global Capital's ownership of Access Management and the St. Barts Properties;

C. Preliminarily and permanently enjoining Green Sapphire from publishing defamatory statements about Global Capital;

D. Awarding damages for breach of the Loan Settlement Agreement in an amount to be determined by the Court;

E. Awarding damages for defamation of Global Capital in an amount to be determined by the Court;

F. Awarding damages for tortious interference with Access Management's contractual relations in an amount to be determined by the Court;

G. Awarding damages for tortious interference with Access Management's business expectancy in an amount to be determined by the Court; and

H. Granting such other and further relief as the Court deems just and proper.

Of Counsel:

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Dated: August 21, 2024

/s/ Philip Trainer, Jr.

Philip Trainer, Jr. (#2788)
Samuel M. Gross (#6811)
ASHBY & GEDDES
500 Delaware Avenue, 8th Floor
P.O. Box 1150
Wilmington, Delaware 19899
Tel.: (302) 654-1888

EFiled: Aug 22 2024 10:35AM EDT
Transaction ID 74121018
Case No. 2024-0877-

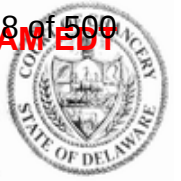


Exhibit A

LOAN SETTLEMENT AGREEMENT

THIS LOAN SETTLEMENT AGREEMENT (this “Agreement”) effective this 7th day of February, 2024 (the “Effective Date”) is made by and by and among, Green Sapphire Holdings Inc., a Delaware corporation, having an address at 1007 N. Orange Street, Wilmington, DE 19801 (the “Borrower”), Petro Carta Trust dated October 27, 2014, having an address at 1007 N. Orange Street, Wilmington, DE 19801 (“Petro Carta”), BNW Family Office LLC, a Delaware limited liability company, having an address at 2035 Sunset Lake Rd., Suite B-2, Newark, DE 19702 (“BNW”, and together with Petro Carta, collectively, the “Guarantors” or the “Principals”; the Guarantors, together with the Borrower, collectively, the “Obligors”), Global Capital Partners LLC, a Delaware limited liability company (together with its successors and/or assigns, the “Lender”) and Tailwind Ltd., a Cayman Islands company (“Tailwind”).

RECITALS

A. Borrower and Lender are parties to a certain Loan and Security Agreement dated as of February 2, 2023 (the “Original Loan & Security Agreement”), evidencing and governing a certain loan made by Lender to Borrower in the principal amount of \$10,000,000.00 (the “Original Loan”), which is evidenced by that certain Promissory Note executed by Borrower to the order of Lender dated February 2, 2023 (the “Closing Date”) in such original principal sum (as amended, restated and otherwise modified from time to time, the “Note”).

B. On February 16, 2023, the Lender and the Borrower entered into that certain First Amendment to Loan and Security Agreement to make certain revisions to the terms of the Original Loan & Security Agreement (the “First Amendment”).

C. On June 16, 2023, Lender and the Borrower amended the Original Loan & Security Agreement by entering into that certain Second Loan Modification and Ratification Agreement by and among the Borrower, the Lender and the Principals, which provided, among other things, for (i) the extension of the original Maturity Date of June 16, 2023 to October 31, 2023 (the “Extension”); (ii) the additional advance of \$1,000,000 by the Lender to the Borrower (the “Advance”); and (iii) ratification and confirmation by each of Borrower and Principals of their respective obligations under the Loan Documents (the “Second Loan Modification”).

D. The indebtedness evidenced by the Note is secured by, *inter alia*, certain liens and security interests granted under (i) the Original Loan & Security Agreement (as amended, restated and otherwise modified from time to time including, without limitation by the First Amendment and the Second Loan Modification, the “Loan & Security Agreement”); (ii) the Pledge and Security Agreement dated as of the Closing Date, executed by the Borrower to the Lender (as amended, restated and otherwise modified from time to time, the “Pledge”); (iii) the mortgages granted by Access Management SAS, Inc., a Florida corporation and a wholly-owned subsidiary of the Borrower (the “Subsidiary” or “Access Management”) encumbering certain real and personal properties and fixtures owned by Access Management located in Saint Barthelemy (the “Property”); and (iv) all the documents and instruments listed on Exhibit A to the Second Loan Modification.

E. Each of the Guarantors has jointly and severally guaranteed certain recourse obligations of Borrower under the Original Loan as provided by and pursuant to that certain Guaranty of Payment dated of the Closing Date, executed by each Guarantor in favor of the Lender, as amended by the First Amendment to Guaranty of Payment dated February 16, 2023 (as amended, restated and otherwise modified from time to time, each a “Guaranty”).

F. The Loan & Security Agreement, the Pledge, the Guaranties, and all other documents, instruments and agreements evidencing, securing or relating to the Original Loan, each as amended, restated and/or modified from time to time, are hereinafter collectively referred to as the “Loan Documents”. All property pledged to the Lender to secure the obligations evidenced or governed by the Loan Documents, including without limitation, the shares of Access Management and the Properties in Saint-Barthelemy, will be referred to herein collectively as the “Collateral”. Capitalized terms not otherwise defined herein shall take the meanings ascribed to them in the Loan Agreement.

G. The Maturity Date under the Original Loan occurred on October 31, 2023, and Borrower failed to make payment to Lender in the amount of the outstanding principal balance of the Original Loan, all accrued and unpaid interest, fees and all other amounts due under the Loan Documents as required thereby (the “Existing Default”).

H. On December 13, 2023, the Lender sent the Obligors a notice advising the Obligors of the occurrence of the Existing Default giving the Obligors until December 14, 2023 to agree to certain terms for the Borrower to standstill and not foreclose on the Collateral, while reserving all rights as a result thereof (the “Notice of Event of Default and Conditions for Standstill”).

I. As the Obligors failed to agree to the terms proposed in the Notice of Event of Default and Conditions for Standstill, (i) the Borrower remains in breach of its obligations under the Loan Documents; (ii) the Lender exercised its right under Section 7.2 of the Original Loan & Security Agreement, as amended; and (iii) the Collateral, including the Subsidiary Shares, is now held in the name of Lender.

J. Tailwind has acted for the Lender in connection with the Loan and this Agreement;

K. As of the date hereof, the Obligors owes to Tailwind \$335,000 (the “Tailwind Fee”).

L. Borrower currently controls ownership of shares in CYRB Inc. a Delaware corporation (the “Proton Green Stock”) free and clear of all liens and encumbrances.

M. Obligors and Lender and Tailwind desire to settle any and all claims under the Loan Documents and any other claims, controversies, suits, causes of action or damages, known or unknown, on the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the obligations, agreements, covenants and mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all Parties, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The Parties acknowledge the accuracy of the recitals set forth above, which are incorporated herein as if set forth herein and form a part of this Agreement.

2. **Settlement Obligations.**

- a) **Assignment and Release of BNW Second Mortgage Interest on the Property.** By entering into this Agreement, BNW agrees to (a) immediately release any and all rights it may have as a creditor or securityholder to the Property including, without limitation, any rights under that certain second position mortgage charge BNW filed with the Saint Barthelemy property registry against the Property, (b) assign any and all rights thereunder to Lender and (c) promptly sign and deliver to Lender any and all documents which Lender may deem required to complete such assignment and release.

3. **Settlement Fees.**

- a) **Payment of Tailwind Fee.** Subject to paragraph b below, Borrower agrees to initiate payment of the Tailwind Fee to Tailwind on or about the Effective Date. The Tailwind Fee shall be paid by delivery of 107,116 shares of Proton Green Stock, free and clear of all liens and encumbrances.
- b) **Payment of Lender Settlement Fee.** Subject to paragraph b below, Borrower agrees to pay \$1,665,000 to Lender to settle any and all claims Lender may have under the Loan Documents.(the "Lender Settlement Fee"). The Settlement Fee shall be paid by delivery of 532,380 shares of Proton Green Stock, free and clear of all liens and encumbrances.
- c) **Transfer of Shares of Proton Green Stock.** The shares of Proton Green Stock representing the Tailwind Fee and the Settlement Fee shall be assigned to each recipient on the books and records of the Transfer Agent.
- d) **Representations and Warranties.** In order to induce the Lender and Tailwind to enter into this Agreement and to consummate the transactions contemplated in Sections 2 and 3, each Obligor or the Borrower, as applicable below, hereby represents and warrants to each of Lender and Tailwind that, as of the Effective Date:
- i. ***Ownership of the Shares of Proton Green Stock.*** Borrower has the power to direct the assignment of each share of Proton Green Stock to be transferred to Lender and Tailwind, free and clear of any and all liens, claims, encumbrances, security agreements, equities, options, claims, charges and restrictions.
- ii. ***Authorization and Binding Obligations.*** All action on the part of each Obligor necessary for the authorization, execution and delivery of this Agreement has been taken. This Agreement has been duly executed and delivered by each Obligor, and this Agreement is a valid and binding obligation of each Obligor enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, moratorium or other laws of general application affecting enforcement of creditors' rights, and (b) general principles of equity that restrict the availability of equitable remedies. Each Obligor has

the full power and authority necessary to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby.

iii. *No Encumbrance from this Agreement.* This Agreement and each Obligor's performance hereof does not result in the creation or imposition of any claim, charge, encumbrance or restriction of any nature whatsoever against the shares of Proton Green Stock being transferred to Lender and Tailwind, as applicable.

e. Representations and Warranties of Lender and Tailwind. Each of Lender and Tailwind hereby represents and warrants to the Obligors, severally and not jointly, that:

i. *Restricted Securities.* Each of Lender and Tailwind understands that the shares of Proton Green Stock are "restricted securities" under applicable U.S. federal and state securities laws. Each of Lender and Tailwind acknowledges that Proton Green has no obligation to register the shares with the Securities and Exchange Commission **or** register or qualify the shares for resale.

ii. *Accredited Investor.* Lender and Tailwind are accredited investors as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

iii. *Foreign Investor.* Tailwind is not a United States person (as defined by Section 7701(a)(30) of the Code) and hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with the transfer of the shares of Proton Green Stock to Tailwind.

iv. *Sophisticated Investor.* Each of Lender and Tailwind have such experience in business and financial matters that they are capable of, and have, evaluated the merits and risks of an investment in the shares of Proton Green Stock and acknowledge that an investment in the shares of Proton Green Stock is speculative and involves a high degree of risk.

4. Satisfaction of Loan; Release of Guarantors; Shall Not Affect Collateral. Upon the execution of this Agreement and payment of the Loan Settlement Fee and Tailwind Fee, Lender acknowledges and agrees that the Loan is satisfied in full and Lender is receiving full and adequate consideration in full satisfaction of the Loan. Each Obligor shall have no further liability to Lender with respect to the Loan including, without limitation, each Guarantor's obligations under their respective Guaranty. Notwithstanding the foregoing, nothing in this Section 4 shall be interpreted to require the cancellation of the other Loan Documents governing Lender's security interest on the Collateral. Lender shall take whatever actions are necessary to ensure that the Loan is reflected on the books and records of Lender as satisfied in its entirety as to all Obligors.

Lender fully forever and irrevocably waives, releases and discharges Guarantors from all obligations, duties or liabilities of whatever nature arising under or in connection with the Guaranty.

5. Mutual Release. Upon the execution of this Agreement and payment of the Loan Settlement Fee and Tailwind Fee (which, for the avoidance of doubt, shall include the actual transfer of the Proton Green Shares to Lender and Tailwind in the books of the transfer agent),

Lender and Tailwind, on behalf of themselves, and on behalf of their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, Affiliates and assigns, and its and their past, present and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under or in concert with them (collectively and each of them, the “**Affiliates**”) hereby release and discharge the Obligors and their Affiliates from any and all known or unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees and expenses (including offsets and attorneys’ fees and costs actually incurred), of any nature whatsoever, known or unknown, which either Lender and/or Tailwind has, or may have had, against the other Party, whether or not apparent or yet to be discovered, or which may hereafter develop and for any acts or omissions related to or arising from the Loan (the “**Claims**”).

Obligors, on behalf of themselves, and on behalf of their Affiliates hereby release and discharge Lender and Tailwind and their Affiliates from any and all known or unknown Claims.

This Agreement resolves any Claim or cause of action for relief that is, or could have been alleged, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, costs and attorneys’ fees related to or arising from the Loan.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective parent entities, affiliates, predecessors, successors, assigns, subsidiaries, divisions, employees, officers, directors, and agents.

7 Costs, Expenses, and Attorney Fees. The Parties will each pay their own costs, expenses, and attorney fees with respect to this Agreement.

8. Advice of Counsel. The Parties warrant and represent that in executing this Agreement they have had the opportunity to rely on legal advice from the attorneys of their choice, and that they fully understand the terms of this Agreement.

9. No Strict Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any party given rights hereunder, regardless of who drafted or is principally responsible for drafting this Agreement or any specific term or condition hereof.

10. Headings. Paragraph headings contained herein are for purposes of organization only and shall not be considered in construing this Agreement.

11. Entire Agreement. This Agreement embodies and sets forth the entire agreement and understanding between the Parties relating to the subject matter hereof. This Agreement merges and supersedes all prior discussions, agreements, understandings, representations, conditions, warranties, covenants, and all other communications between the Parties relating to the subject matter hereof. The signatories to this Agreement certify that they are duly authorized to enter into

this Agreement and that neither Party has made any assignment or transfer of rights that could subject the other Party to multiple liability related to the facts, transactions and occurrences set forth herein.

11. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Delaware, without regard to principles of conflicts of law.

12. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The persons executing this Agreement represent and warrant that they have received and possess specific representative authority to enter into this Agreement on behalf of their respective entities and that neither Party has made any assignment of rights that could subject the other Party to liability from any third party to this Agreement as a result of the transactions and occurrences of the Dispute. The Parties further stipulate that the execution of this Agreement is voluntary and free of duress of any kind or nature.

13. Further Assurances. Each of the Parties shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Borrower, Guarantors and Lender and Tailwind have caused this Agreement to be executed under seal as of the date first above written.

BORROWER:

Green Sapphire Holdings Inc.

By: Ryan C. Cicoski
Name: Ryan C. Cicoski
Its: Director

GUARANTORS:

BNW Family Office LLC

By: _____
Name: Robert James Brownell
Its: Manager

The Petro Carta Trust dated October 27, 2014

By: Ryan C. Cicoski
By: NorthSea LLC, its trustee
Name: Ryan C. Cicoski
Its: Director

LENDER:

GLOBAL CAPITAL PARTNERS LLC

By: _____
Name: Dustin Springett
Title: Manager

TAILWIND LTD.

By: _____
Name: Dustin Springett
Title: CEO

Exhibit B

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

1201 NORTH MARKET STREET
P.O. BOX 1347
WILMINGTON, DELAWARE 19899-1347

—
(302) 658-9200
(302) 658-3989 FAX

July 11, 2024

Global Capital Partners LLC

Re: Green Sapphire Holdings, Inc.

Ladies and Gentlemen:

We have acted as special Delaware counsel to Global Capital Partners LLC, a Delaware limited liability company (the “Lender”), in connection with certain matters of Delaware law as set forth below relating to the execution by Mr. Ryan Cicoski’s power and authority to act on behalf of Green Sapphire Holdings, Inc., a Delaware corporation (the “Borrower”), in connection with the transactions described below.

In rendering this opinion, we have examined and relied upon copies of the following documents in the forms provided to us: the Second Amended and Restated Certificate of Incorporation of the Borrower (then named Organic Fuels Holdings, Inc.) as filed with the Office of the Secretary of State of the State of Delaware (the “State Office”) on November 23, 2009 (the “Restated Certificate”); the Certificate of Amendment to the Restated Certificate as filed in the State Office on January 5, 2012 (the “First Amendment to Restated Certificate”); the Certificate of Amendment to the Restated Certificate, as amended by the First Amendment to Restated Certificate, as filed in the State Office on May 16, 2019, reflecting a change of the name of the Borrower from Organic Fuels Holdings, Inc. to Green Sapphire Holdings, Inc.; the Amended and Restated Bylaws of the Borrower (then named Organic Fuels Holdings, Inc.) dated as of January 12, 2007; the Written Consent of the Sole Stockholder and Board of Directors of the Borrower dated as of August 13, 2021 (the “Consent”); the Delegation of Authority by Mr. Ryan Christopher Cicoski dated March 22, 2022 (the “Contribution Authorization”) pursuant to which Mr. Cicoski authorized the individuals specified therein to act on behalf of the Borrower to increase the Borrower’s share capital in Access Management S.A.S. Inc. in exchange for certain real property owned by the Borrower (the “Contribution”); the Loan and Security Agreement dated as of February 2, 2023, as amended by the First Amendment thereto dated as of February 16, 2023, between the Borrower and the Lender (as so amended, the “Loan Agreement”); the Loan Settlement Agreement dated as of February 7, 2024 by and among the Borrower, Petro Carta Trust dated October 27, 2014, BNW Family Office, the Lender and Tailwind Ltd., as amended by the Amendment thereto dated as of February 9, 2024 (as so amended the “Settlement Agreement”);

Global Capital Partners LLC

July 11, 2024

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and a certification of good standing of the Borrower obtained as of a recent date from the State Office. In such examinations, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as drafts or copies or forms of documents to be executed and the legal capacity of natural persons to complete the execution of documents. We have further assumed for purposes of this opinion: (i) except to the extent addressed by our opinion in paragraph 1 below, the due formation or organization, valid existence and good standing of each entity that is a signatory to any of the documents reviewed by us under the laws of the jurisdiction of its formation or organization; (ii) the due adoption, authorization, execution and delivery by, or on behalf of, each of the parties thereto of the above-referenced documents (other than the Contribution Agreement, Loan Agreement and Settlement Agreement as addressed in our opinions below); (iii) that at the time the Consent was adopted, and at all times thereafter, the Borrower has not had any preferred stock outstanding; and (iv) that the documents examined by us are in full force and effect, express the entire agreement and understanding of the parties thereto with respect to the subject matter thereof and have not been amended, supplemented or otherwise modified, except as herein referenced. We have not reviewed any documents other than those referenced above in connection with rendering this opinion and we have assumed that there are no documents, facts or circumstances that are contrary to or inconsistent with the opinions herein expressed. As to any facts material to our opinions, other than those assumed, we have relied without independent investigation on the above-referenced documents and on the accuracy, as of the date hereof, of the matters therein contained.

Based on and subject to the foregoing, and limited in all respects to matters of Delaware law, it is our opinion that:

1. The Borrower is a validly existing corporation in good standing under the laws of the State of Delaware.
2. Ryan Cicoski, in his capacity as a director of the Borrower, had requisite corporate power and authority to execute the Contribution Authorization and to authorize the individuals specified therein to take actions necessary to cause the Borrower to carry out the Contribution.
3. Ryan Cicoski, in his capacity as a director of the Borrower, had requisite corporate power and authority to cause the Borrower to enter into the Loan Agreement and to cause the Borrower to perform its obligations thereunder.
4. Ryan Cicoski, in his capacity as a director of the Borrower, had requisite corporate power and authority to cause the Borrower to enter into the Settlement Agreement and to cause the Borrower to perform its obligations thereunder.

The opinions expressed herein are intended solely for the benefit of the addressee hereof in connection with the matters contemplated hereby and may not be relied upon by any other person or entity or for any other purpose without our prior written consent; provided,

Global Capital Partners LLC

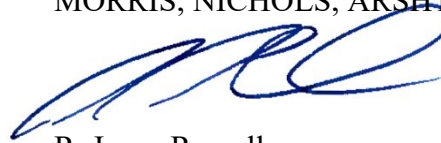
July 11, 2024

Page 3

however, that this opinion may be disclosed on a non-reliance basis by the addressee hereof to the extent required by law, regulation or any governmental or competent regulatory authority or in connection with legal proceedings relating to the transactions contemplated by the Contribution Resolutions, Loan Agreement or Settlement Agreement. This opinion speaks only as of the date hereof and is based on our understandings and assumptions as to present facts and our review of the above-referenced documents and the application of Delaware law as the same exist on the date hereof, and we undertake no obligation to update or supplement this opinion after the date hereof for the benefit of any person or entity with respect to any facts or circumstances that may hereafter come to our attention or any changes in facts or law that may hereafter occur or take effect.

Very truly yours,

MORRIS, NICHOLS, ARSHT & TUNNELL LLP



R. Jason Russell

18044630.7



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

GLOBAL CAPITAL PARTNERS LLC and
ACCESS MANAGEMENT, S.A.S., INC.,

Plaintiffs,

v.

GREEN SAPPHIRE HOLDINGS INC.,

Defendant.

C.A. No. _____

**VERIFICATION OF PLAINTIFF ACCESS
MANAGEMENT, S.A.S., INC. PURSUANT TO 10 DEL. C. § 5351**

I, Dustin Springett, as Director of Plaintiff Access Management, S.A.S., Inc. (“Access Management”), hereby declare under penalty of perjury that I have read the Verified Complaint, that the matters contained therein are true insofar as it concerns the acts and deeds of Access Management on or after December 15, 2024, when I became Director, and that so far as it relates to the acts and deeds of any other person it is believed by me to be true.

Pursuant to 10 *Del. C.* § 5351 *et. seq.*, I declare under penalty of perjury under the law of Delaware that the foregoing is true and correct, and that I am physically located outside the geographic boundaries of the United States, Puerto Rico, the

United States Virgin Islands, and any territory or insular possession subject to the
jurisdiction of the United States.

Executed on the ____ day of August, 2024, at Grand Cayman, Cayman Islands.



Dustin Springett
Director
Access Management, S.A.S., Inc.



IN THE COURT OF CHANCERY THE STATE OF DELAWARE

GLOBAL CAPITAL PARTNERS LLC and
ACCESS MANAGEMENT, S.A.S., INC.,

Plaintiffs,

v.

GREEN SAPPHIRE HOLDINGS INC.,

Defendant.

C.A. No. _____

**VERIFICATION OF PLAINTIFF GLOBAL CAPITAL
PARTNERS LLC PURSUANT TO 10 DEL. C. § 5351**

I, Dustin Springett, as Director of Plaintiff Global Capital Partners, LLC (“Global Capital”), hereby declare under penalty of perjury that I have read the Verified Complaint, that the matters contained therein are true insofar as it concerns the acts and deeds of Global Capital, and that so far as it relates to the acts and deeds of any other person it is believed by me to be true.

Pursuant to 10 *Del. C.* § 5351 *et. seq.*, I declare under penalty of perjury under the law of Delaware that the foregoing is true and correct, and that I am physically located outside the geographic boundaries of the United States, Puerto Rico, the United States Virgin Islands, and any territory or insular possession subject to the jurisdiction of the United States.

Executed on the ____ day of August, 2024, at Grand Cayman, Cayman Islands.



Dustin Springett

Director

Global Capital Partners LLC

EXHIBIT 2

Charles Mack

From: Stacey McHugh <smchugh@terracartapartners.com>
Sent: Tuesday, January 31, 2023 5:37 PM
To: Charles Mack
Subject: Funds

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Charlie,

Please send any excess funds to:

Beneficiary Account Name: Alpha Carta Ltd.
Beneficiary Account Number: 10458500
Beneficiary Address: 90 N Church Street | P.O. Box 10315 | Grand Cayman, Cayman Islands, KY1-1006
Beneficiary Bank: FirstCaribbean International Bank (Cayman) Limited
Bank Address: 25 Main Street, Grand Cayman, Cayman Islands KY1-1102
SWIFT/BIC Code: FCIBKYKY

Thanks,

Stacey McHugh
630.788.7190
smchugh@terracartapartners.com

This electronic mail message and any attached files are intended for the exclusive use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please erase all copies of the message and its attachments and notify us immediately. Thank you.

Funds Received	\$ 900,000.00
JDI	\$ 225,555.56
Alpha Carta	\$ 674,444.44

Wire Transfer Outgoing Request



Wire Transfer Sender Information

Sender Name: CHARLES JEFFREY MACK				
Account Name: CHARLES MACK DBA CHARLES MACK LAW GROUP IOLTA TRUST ACCOUNT		Street Address: 1363 SHERMER RD STE 210		
City: NORTHBROOK	State: IL	Zip: 60062-4575	Country: USA	Daytime Phone: 847-452-2396
Primary ID Type: Driver's License	ID Issuer: IL	ID Number: m20015059117	ID Issue Date: 06/10/2022	ID Exp: 04/24/2026
Secondary ID Type: Chase or Bank Issued Credit/Debit Card	ID Issuer: CHASE	ID Number: XXXXXXXXXXXX8806	ID Issue Date:	ID Exp: 10/31/2027
Comments:				

Wire Transfer Information

Request Date: 02/02/2023	Request time: 02:48:07PM Eastern time	Effective date: 02/02/2023	Wire Type: Domestic
Debit Account #: XXXXX6577	Debit Account Type: IOLTA ACCOUNT	Wire Amount (US dollars): \$225,555.56	
Qualifying Account #:	Qualifying Account Type:	Source of funds: Checking	Wire Fee: \$0
Currency type to be sent: US Dollars	Exchange rate: N/A	Foreign currency amount: N/A	Amount to Collect (USD): \$225,555.56
FX Contract Number:			

Recipient Account Information

Account Name: BLF IV CAPITAL LLC			
Street Address:		Account Number: 2902052	
		City:	State: Zip: Country:
Text to Recipient:			

Receiving Bank Information

Bank Name: CIBC Bank USA			
Street Address: 70 West Madison St		Bank ABA/SWIFT Code: 071006486	
		City: Chicago	State: Zip: Country: IL 60602-4204 USA
Intermediary Bank Name:			
Street Address:		Intermediary Bank ABA:	
		City:	State: Zip: Country:
Text to Receiving Bank:			

Wire Transfer Agreement

1. Service.

The terms and provisions in this Wire Transfer Agreement ("Agreement") describe our wire transfer service, including what you can expect from us (JPMorgan Chase Bank, N.A.) and the security procedures we will take when you send a wire transfer. If there is a conflict between any section of your Deposit Account Agreement and this Agreement, the provisions of this Agreement will apply.

The following types of wire transfers, when completed by a branch banker or by a Chase Private Client telephone banker, are governed by this Agreement:

- **Domestic Wire Transfer:** A wire transfer sent to a bank within the U.S., including its territories.
- **International Wire Transfer:** A wire transfer sent in either U.S. or foreign currencies, including using our Chase Global Transfer service, to a bank outside the U.S.
- **Consumer International Wire Transfer:** A wire transfer that is sent by a natural person in the United States to transfer funds to a beneficiary in a foreign country for personal, family, or household purposes.

By providing your signature as authorization, as part of our security procedures, you agree to these terms and conditions and authorize us to provide you Domestic Wire Transfers or International Wire Transfers. Wire transfers, when completed using our Online Services or Mobile Services, are governed by a separate agreement.

2. Security Procedures.

These security procedures are only to help prevent unauthorized access to your account. All wire transfer requests go through an internal review, and we may need to contact you to verify information about your wire transfer. We may impose stricter security procedures for any particular wire transfer you make, but we have no obligation to do so. If we choose to impose stricter security procedures, we will not be liable to you for any delays or losses, and we will not be obligated to impose such security procedures in the future.

(a) For Chase Branch Wire Transfers Only:

When you request a wire transfer in a branch you will be required to provide your signature as authorization for each wire transfer and show valid identification. You acknowledge these security procedures used for wire requests you make in a branch are a commercially reasonable method of verifying your branch wire transfer. You are responsible for any wire transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.

(b) For Chase Private Client Customers Only:

Only Chase Private Client telephone bankers can complete your wire transfer request using this service. To request wire transfers, you must provide your signature as authorization and maintain an active Chase Private Client Checking or Savings account. On the authorization form you can place a dollar limit on the wire transfers you request.

- You may request a wire transfer by telephone, and you agree that we will confirm your request by using any of the following security procedures, at our discretion:
 - Confirming certain personal information about you
 - Contacting you, another account holder or someone else you have listed on the authorization form.
- You may request a wire transfer by email, and you agree that we will confirm your request by contacting you or another account holder.
- We may call you at any phone number we have for you in our records or to the phone numbers provided on the authorization form.

- You acknowledge that we offer wire transfer services in person at our branches, or online which provide a higher level of security for your accounts, and you can use these options instead. You acknowledge the respective security procedures above for wire transfers are a commercially reasonable method of verifying your wire transfer. You are responsible for any wire transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.
- If you do not specify the account from which to subtract the funds, we can subtract the amount of the wire transfer from any account you designated on the authorization form.

3. Processing, Canceling, Delays and Notifications of Wire Transfers.

(a) Processing: We'll start processing your wire transfer the same business day if we receive it and complete our security procedures before the cutoff times we establish. In order to complete our processing before the cutoff times we establish, we need to finish any secondary internal reviews and you must have available funds in the deposit account you designated in your Instructions.

(b) Canceling: You have the right to cancel Consumer International Wire Transfers at no cost to you within 30 minutes after you have authorized us to send it. Please see the section *Consumer International Wire Transfers* for more information on canceling Consumer International Wire Transfers. For all other wire transfers, once you have submitted a wire transfer for the current business day, you cannot cancel it after we've begun processing, but you may request us to attempt to return the funds to you. If the recipient's bank agrees, your funds may be returned to you, but likely not the full amount that was originally sent. We will not automatically cancel your wire transfer due to the transfer being delayed by more than five business days; if we do cancel your wire transfer we'll notify you.

(c) Modifying: Once a wire transfer has begun processing, we will not be able to change any type of wire transfer requests unless the recipient's bank agrees. If the recipient's bank declines to change the wire transfer request, you will be responsible for the transfer you initially requested.

(d) Internal Review: During our internal review, we may subtract funds from your account or place a hold on your account and it may result in processing delays. Once we have released the wire transfer, the recipient's bank may delay credit to the recipient due to their own internal review processes.

(e) Notifications: We will send you an email notification on the status of your wire transfer, it will be sent to an email address you have provided. We may also notify you verbally of the status of your wire transfer, but we are not required to do so. If you do not have an email address on file, if the email is returned undeliverable, or we are unable to send an email due to system failures or outages beyond our reasonable control, it is your responsibility to monitor your account for the status of your wire transfer. You may contact us for the status of your wire transfer. These notification methods are deemed to be commercially reasonable. Any other information we may provide upon successfully scheduling a wire transfer is only an indication that we've received your request and not an indication that we've accepted your wire transfer.

4. Identifying Number.

We or any other bank involved in the wire transfer will complete your wire transfer request using the account number or bank identification number you provide, even if the numbers do not match the recipient's or bank's name. ***If you provided us an incorrect account number for the recipient or an incorrect routing or identification number for the recipient's bank, you could lose the amount of the transfer.***

Wire Transfer Agreement - continued

5. Future Dated Wire Transfers.

You may request a future dated (one-time) domestic wire transfer, up to 10 business days from the current business day's cutoff time. You cannot cancel a future dated wire transfer once it has been requested.

6. Foreign Exchange Transfer.

It is our discretion in which foreign currencies we will send wire transfers, and these can change at any time. If you send a wire transfer in a foreign currency, you authorize us to subtract the amount from your account at the exchange rate we offered at the time you requested it. The foreign exchange rates we use are determined by us in our sole discretion.

The exchange rate we use will include a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate may vary among customers depending on your relationship, products with us or the type of transaction being conducted, the dollar amount, type of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.

If your initial request is returned, cancelled or changed, and if you request a new wire transfer, the current exchange rate at the time of the new transaction will apply. If the funds are returned or payment cannot be made for any reason, we will not be liable for more than the amount of the wire transfer at our exchange rate at the time we return the funds to you, less charges taken by any other bank involved in the wire transfer. However, if you requested a Consumer International Wire Transfer additional rights may apply. If you cancel a funds transfer request, other than a cancellation of a Consumer International Wire Transfer within 30 minutes after you authorized us to send it, and it causes a loss or cost to us, we may subtract funds from your account to cover these losses.

If the wire transfer is not in the currency of the recipient's account, the recipient's bank or another processing bank may reject the wire transfer or convert it. If converted, you agree the wire transfer may be converted to a different currency at their exchange rate and may subtract additional fees.

7. Fees and Payment Route.

We may charge a fee when you use this service based on your account agreement or fee schedule in effect when the wire is sent from your account, or for business accounts, based on the terms in effect when your next available account analysis is performed. We may use any funds transfer system we believe reasonable to complete your request, regardless of any instructions you might give us. If we also are the recipient's bank, we may complete your request using an internal transfer. You are responsible for all fees and taxes, including our fees and any fees charged by other funds transfer systems or banks involved in the transfer.

8. Wire Transfer System Rules and Laws.

The use of this service is subject to all applicable U.S. federal and state laws, regulations, rules and wire transfer arrangements, including the respective state's Uniform Commercial Code Article 4A, as may be applicable, which, in the event of a conflict with this Agreement, will govern. All of your wire transfers must comply with U.S. laws, including the regulations and economic sanctions administered by the U.S. Treasury Department's Office of Foreign Asset Control and other applicable laws.

If you make a Consumer International Wire Transfer, it is also subject to additional federal laws and regulations.

9. Indemnification.

You will indemnify us for all claims, expenses, liabilities, and losses (including reasonable legal fees) if you or a third party makes a claim against us for any of our actions or services in this Agreement, unless they prove gross negligence or willful misconduct. You understand this section will survive even if you close your account or this Agreement is terminated.

10. Failure to Perform; Limitation of Liability.

We are only responsible for performing the services specified in this Agreement. Except as otherwise agreed in writing, we are liable only for damages required to be paid as provided under UCC 4A or, to the extent applicable Regulation E, subpart B. Except as required by Regulation E, subpart B, as applicable, we will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any wire transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. **IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Any provision of this Agreement that limits the bank's liability does not negate the bank's duty (if any) under applicable law to act in good faith and with reasonable care.

11. Changes to the Agreement.

We may change the terms of this Agreement, including fees and features of this service, at any time. If any change would adversely affect you, we will notify you in advance, unless the change is necessary to comply with a legal requirement.

We may direct you to a branch or to your Chase Private Client banker for the content of any changes or the revised Agreement unless the law requires a different method. Your use of this service after we have made such changes available will be considered your agreement to the change.

12. Contact Us in the Event of an Error.

We will not be responsible for any delays in payment or additional fees caused by your failure to promptly notify us. You will exercise ordinary care to determine whether a wire transfer request we accepted and subtracted from your account was either in error or not authorized. Except for any Consumer International Wire Transfer, in the event of an error or unauthorized wire transfer, you agree to notify us within 30 days after we mail a statement reflecting the transfer or otherwise make such a statement available (for example, paperless statements). You agree that we are entitled to retain payment for a wire transfer unless you notify us within this 30-day period. For additional terms governing Consumer International Wire Transfers, please see the section *Consumer International Wire Transfers*.

13. Consumer International Wire Transfers.

(a) This section contains additional terms applicable only to Consumer International Wire Transfers. This section does not apply to any wire transfer request for delivery to a beneficiary in the United States, to any wire transfer request initiated by a non-consumer, or to any wire transfer request initiated by a consumer for any non-personal, non-family, or non-household purposes. In the event of a conflict between a provision in this section and a provision in the rest of this Agreement, or in the agreement governing your funding account, the provision in this section will control with respect to Consumer International Wire Transfers.

Wire Transfer Agreement - continued

(b) Prior to sending a Consumer International Wire Transfer, we will provide you with certain important disclosures regarding your transaction including, to the extent applicable: the amount that will be transferred to the beneficiary, the amount and description of any fees and taxes imposed by us, the total amount of the transaction, the exchange rate to be used if applicable, the amount of currency to be transferred, the amount and description of any fees imposed by intermediaries or our agents, and the amount that will be received by the beneficiary. In addition to the items above you will also be provided the date the funds are to be made available to the beneficiary, error resolution and cancellation right information and other disclosures. This will be provided either at the time you authorize the wire transfer or on a receipt provided after you've authorized your transaction.

(c) Except as otherwise agreed in writing, we are liable only for damages required to be paid as provided under Regulation E, subpart B or, to the extent applicable, UCC 4A. Except as required by Regulation E, subpart B, we will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any wire transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) You have the right to cancel Consumer International Wire Transfers at no cost to you within 30 minutes after you have authorized us to send it. Please refer to the disclosure we provided to you at the time you authorized the Consumer International Wire Transfer on how to cancel.

(e) If you think there has been an error or problem with your Consumer International Wire Transfer, call us at 1-888-434-3030, visit a Chase branch, or send an account inquiry via Secure Message Center on chase.com.

You must contact us within 180 days of the date we disclosed to you that funds would be made available to the recipient. When you do, please tell us:

- Your name and address;
- The error or problem with the transfer, and why you believe it is an error or problem;
- The name of the recipient, and if you know it, their telephone number or address;
- The dollar amount of the transfer; or
- The confirmation code or number of the transaction

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation and will advise you of any remedies that may be available to you. If no response is received, we will refund your account for the applicable remedies. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

Be aware of wire scams, because once the wire is sent, you may not be able to recover your money.

By providing your signature as authorization, you agree to these terms and conditions, that the wire transfer information in this document is accurate and you authorize us to process this wire transfer.

Recipient Bank's Identifier (ABA/SWIFT): 071006486

Recipient's Account Number: 2902052

Sender's Signature: _____

Date: _____

Email Address: charles@mlgcounsel.net

Transaction Number (Contact ID): 094792530820001

The Email Address and Transaction Number provided will be used for communication purposes.

Branch / Department Information

Initiated by: JULIA DOMINGUEZ Initiating Branch: Waukegan and Thr Phone: 847-559-9615 Request Time: 02:48:07PM
Wire Transfer: ☐ Approved ☐ Declined Approved/Declined by (Print): _____
Approved/Declined by (Signature): _____ Date: _____
Decline Reason: _____ Comments: _____
Approving Manager (wire amount over limit) _____
Method of Approval (attach required supporting documentation) ☐ Phone call ☐ Email ☐ Other (explain) _____
Wire Tracking Information
FX Contract Number (if applicable) _____

Wire Transfer Outgoing Request



Wire Transfer Sender Information

Sender Name: CHARLES JEFFREY MACK				
Account Name: CHARLES MACK DBA CHARLES MACK LAW GROUP IOLTA TRUST ACCOUNT		Street Address: 1363 SHERMER RD STE 210		
City: NORTHBROOK	State: IL	Zip: 60062-4575	Country: USA	Daytime Phone: 847-452-2396
Primary ID Type: Driver's License	ID Issuer: IL	ID Number: m20015059117	ID Issue Date: 06/10/2022	ID Exp: 04/24/2026
Secondary ID Type: Chase or Bank Issued ATM Card	ID Issuer: CHASE	ID Number: XXXXXXXXXXXX8806	ID Issue Date:	ID Exp: 10/31/2027
Comments:				

Wire Transfer Information

Request Date: 02/02/2023	Request time: 03:01:27PM Eastern time	Effective date: 02/02/2023	Wire Type: International
Debit Account #: XXXXX6577	Debit Account Type: IOLTA ACCOUNT	Wire Amount (US dollars): \$674,444.44	
Qualifying Account #:	Qualifying Account Type:	Source of funds: Checking	Wire Fee: \$0
Currency type to be sent: US Dollars	Exchange rate: N/A	Foreign currency amount: N/A	Amount to Collect (USD): \$674,444.44
FX Contract Number:			

Recipient Account Information

Account Name: ALPHA CARTA LTD.			
Street Address: 90 N CHURCH STREET PO BOX 10315		Account Number: 10458500	
City: GRAND CAYMAN	State:	Zip: KY1-1006	Country: KY
Text to Recipient:			

Receiving Bank Information

Bank Name: FirstCaribbean International Bank (Cayman) Limited			
Street Address: PO Box 68GT, First Caribbean House		Bank ABA/SWIFT Code: FCIBKYKXXX	
City: George Town	State:	Zip: KY1-1107	Country: KY
Intermediary Bank Name:			
Street Address:		Intermediary Bank ABA:	
City:	State:	Zip:	Country:
Text to Receiving Bank:			

Wire Transfer Agreement

1. Service.

The terms and provisions in this Wire Transfer Agreement ("Agreement") describe our wire transfer service, including what you can expect from us (JPMorgan Chase Bank, N.A.) and the security procedures we will take when you send a wire transfer. If there is a conflict between any section of your Deposit Account Agreement and this Agreement, the provisions of this Agreement will apply.

The following types of wire transfers, when completed by a branch banker or by a Chase Private Client telephone banker, are governed by this Agreement:

- **Domestic Wire Transfer:** A wire transfer sent to a bank within the U.S., including its territories.
- **International Wire Transfer:** A wire transfer sent in either U.S. or foreign currencies, including using our Chase Global Transfer service, to a bank outside the U.S.
- **Consumer International Wire Transfer:** A wire transfer that is sent by a natural person in the United States to transfer funds to a beneficiary in a foreign country for personal, family, or household purposes.

By providing your signature as authorization, as part of our security procedures, you agree to these terms and conditions and authorize us to provide you Domestic Wire Transfers or International Wire Transfers. Wire transfers, when completed using our Online Services or Mobile Services, are governed by a separate agreement.

2. Security Procedures.

These security procedures are only to help prevent unauthorized access to your account. All wire transfer requests go through an internal review, and we may need to contact you to verify information about your wire transfer. We may impose stricter security procedures for any particular wire transfer you make, but we have no obligation to do so. If we choose to impose stricter security procedures, we will not be liable to you for any delays or losses, and we will not be obligated to impose such security procedures in the future.

(a) For Chase Branch Wire Transfers Only:

When you request a wire transfer in a branch you will be required to provide your signature as authorization for each wire transfer and show valid identification. You acknowledge these security procedures used for wire requests you make in a branch are a commercially reasonable method of verifying your branch wire transfer. You are responsible for any wire transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.

(b) For Chase Private Client Customers Only:

Only Chase Private Client telephone bankers can complete your wire transfer request using this service. To request wire transfers, you must provide your signature as authorization and maintain an active Chase Private Client Checking or Savings account. On the authorization form you can place a dollar limit on the wire transfers you request.

- You may request a wire transfer by telephone, and you agree that we will confirm your request by using any of the following security procedures, at our discretion:
 - Confirming certain personal information about you
 - Contacting you, another account holder or someone else you have listed on the authorization form.
- You may request a wire transfer by email, and you agree that we will confirm your request by contacting you or another account holder.
- We may call you at any phone number we have for you in our records or to the phone numbers provided on the authorization form.

- You acknowledge that we offer wire transfer services in person at our branches, or online which provide a higher level of security for your accounts, and you can use these options instead. You acknowledge the respective security procedures above for wire transfers are a commercially reasonable method of verifying your wire transfer. You are responsible for any wire transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.
- If you do not specify the account from which to subtract the funds, we can subtract the amount of the wire transfer from any account you designated on the authorization form.

3. Processing, Canceling, Delays and Notifications of Wire Transfers.

(a) Processing: We'll start processing your wire transfer the same business day if we receive it and complete our security procedures before the cutoff times we establish. In order to complete our processing before the cutoff times we establish, we need to finish any secondary internal reviews and you must have available funds in the deposit account you designated in your instructions.

(b) Canceling: You have the right to cancel Consumer International Wire Transfers at no cost to you within 30 minutes after you have authorized us to send it. Please see the section *Consumer International Wire Transfers* for more information on canceling Consumer International Wire Transfers. For all other wire transfers, once you have submitted a wire transfer for the current business day, you cannot cancel it after we've begun processing, but you may request us to attempt to return the funds to you. If the recipient's bank agrees, your funds may be returned to you, but likely not the full amount that was originally sent. We will not automatically cancel your wire transfer due to the transfer being delayed by more than five business days; if we do cancel your wire transfer we'll notify you.

(c) Modifying: Once a wire transfer has begun processing, we will not be able to change any type of wire transfer requests unless the recipient's bank agrees. If the recipient's bank declines to change the wire transfer request, you will be responsible for the transfer you initially requested.

(d) Internal Review: During our internal review, we may subtract funds from your account or place a hold on your account and it may result in processing delays. Once we have released the wire transfer, the recipient's bank may delay credit to the recipient due to their own internal review processes.

(e) Notifications: We will send you an email notification on the status of your wire transfer, it will be sent to an email address you have provided. We may also notify you verbally of the status of your wire transfer, but we are not required to do so. If you do not have an email address on file, if the email is returned undeliverable, or we are unable to send an email due to system failures or outages beyond our reasonable control, it is your responsibility to monitor your account for the status of your wire transfer. You may contact us for the status of your wire transfer. These notification methods are deemed to be commercially reasonable. Any other information we may provide upon successfully scheduling a wire transfer is only an indication that we've received your request and not an indication that we've accepted your wire transfer.

4. Identifying Number.

We or any other bank involved in the wire transfer will complete your wire transfer request using the account number or bank identification number you provide, even if the numbers do not match the recipient's or bank's name. ***If you provided us an incorrect account number for the recipient or an incorrect routing or identification number for the recipient's bank, you could lose the amount of the transfer.***

Wire Transfer Agreement - continued

5. Future Dated Wire Transfers.

You may request a future dated (one -time) domestic wire transfer, up to 10 business days from the current business day's cutoff time. You cannot cancel a future dated wire transfer once it has been requested.

6. Foreign Exchange Transfer.

It is our discretion in which foreign currencies we will send wire transfers, and these can change at any time. If you send a wire transfer in a foreign currency, you authorize us to subtract the amount from your account at the exchange rate we offered at the time you requested it. The foreign exchange rates we use are determined by us in our sole discretion.

The exchange rate we use will include a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate may vary among customers depending on your relationship, products with us or the type of transaction being conducted, the dollar amount, type of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.

If your initial request is returned, cancelled or changed, and if you request a new wire transfer, the current exchange rate at the time of the new transaction will apply. If the funds are returned or payment cannot be made for any reason, we will not be liable for more than the amount of the wire transfer at our exchange rate at the time we return the funds to you, less charges taken by any other bank involved in the wire transfer. However, if you requested a Consumer International Wire Transfer additional rights may apply. If you cancel a funds transfer request, other than a cancellation of a Consumer International Wire Transfer within 30 minutes after you authorized us to send it, and it causes a loss or cost to us, we may subtract funds from your account to cover these losses.

If the wire transfer is not in the currency of the recipient's account, the recipient's bank or another processing bank may reject the wire transfer or convert it. If converted, you agree the wire transfer may be converted to a different currency at their exchange rate and may subtract additional fees.

7. Fees and Payment Route.

We may charge a fee when you use this service based on your account agreement or fee schedule in effect when the wire is sent from your account, or for business accounts, based on the terms in effect when your next available account analysis is performed. We may use any funds transfer system we believe reasonable to complete your request, regardless of any instructions you might give us. If we also are the recipient's bank, we may complete your request using an internal transfer. You are responsible for all fees and taxes, including our fees and any fees charged by other funds transfer systems or banks involved in the transfer.

8. Wire Transfer System Rules and Laws.

The use of this service is subject to all applicable U.S. federal and state laws, regulations, rules and wire transfer arrangements, including the respective state's Uniform Commercial Code Article 4A, as may be applicable, which, in the event of a conflict with this Agreement, will govern. All of your wire transfers must comply with U.S. laws, including the regulations and economic sanctions administered by the U.S. Treasury Department's Office of Foreign Asset Control and other applicable laws.

If you make a Consumer International Wire Transfer, it is also subject to additional federal laws and regulations.

9. Indemnification.

You will indemnify us for all claims, expenses, liabilities, and losses (including reasonable legal fees) if you or a third party makes a claim against us for any of our actions or services in this Agreement, unless they prove gross negligence or willful misconduct. You understand this section will survive even if you close your account or this Agreement is terminated.

10. Failure to Perform; Limitation of Liability.

We are only responsible for performing the services specified in this Agreement. Except as otherwise agreed in writing, we are liable only for damages required to be paid as provided under UCC 4A or, to the extent applicable Regulation E, subpart B. Except as required by Regulation E, subpart B, as applicable, we will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any wire transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Any provision of this Agreement that limits the bank's liability does not negate the bank's duty (if any) under applicable law to act in good faith and with reasonable care.

11. Changes to the Agreement.

We may change the terms of this Agreement, including fees and features of this service, at any time. If any change would adversely affect you, we will notify you in advance, unless the change is necessary to comply with a legal requirement.

We may direct you to a branch or to your Chase Private Client banker for the content of any changes or the revised Agreement unless the law requires a different method. Your use of this service after we have made such changes available will be considered your agreement to the change.

12. Contact Us in the Event of an Error.

We will not be responsible for any delays in payment or additional fees caused by your failure to promptly notify us. You will exercise ordinary care to determine whether a wire transfer request we accepted and subtracted from your account was either in error or not authorized. Except for any Consumer International Wire Transfer, in the event of an error or unauthorized wire transfer, you agree to notify us within 30 days after we mail a statement reflecting the transfer or otherwise make such a statement available (for example, paperless statements). You agree that we are entitled to retain payment for a wire transfer unless you notify us within this 30-day period. For additional terms governing Consumer International Wire Transfers, please see the section *Consumer International Wire Transfers*.

13. Consumer International Wire Transfers.

(a) This section contains additional terms applicable only to Consumer International Wire Transfers. This section does not apply to any wire transfer request for delivery to a beneficiary in the United States, to any wire transfer request initiated by a non-consumer, or to any wire transfer request initiated by a consumer for any non-personal, non-family, or non-household purposes. In the event of a conflict between a provision in this section and a provision in the rest of this Agreement, or in the agreement governing your funding account, the provision in this section will control with respect to Consumer International Wire Transfers.

Wire Transfer Agreement - continued

(b) Prior to sending a Consumer International Wire Transfer, we will provide you with certain important disclosures regarding your transaction including, to the extent applicable: the amount that will be transferred to the beneficiary, the amount and description of any fees and taxes imposed by us, the total amount of the transaction, the exchange rate to be used if applicable, the amount of currency to be transferred, the amount and description of any fees imposed by intermediaries or our agents, and the amount that will be received by the beneficiary. In addition to the items above you will also be provided the date the funds are to be made available to the beneficiary, error resolution and cancellation right information and other disclosures. This will be provided either at the time you authorize the wire transfer or on a receipt provided after you've authorized your transaction.

(c) Except as otherwise agreed in writing, we are liable only for damages required to be paid as provided under Regulation E, subpart B or, to the extent applicable, UCC 4A. Except as required by Regulation E, subpart B, we will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any wire transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) You have the right to cancel Consumer International Wire Transfers at no cost to you within 30 minutes after you have authorized us to send it. Please refer to the disclosure we provided to you at the time you authorized the Consumer International Wire Transfer on how to cancel.

(e) If you think there has been an error or problem with your Consumer International Wire Transfer, call us at 1-888-434-3030, visit a Chase branch, or send an account inquiry via Secure Message Center on chase.com.

You must contact us within 180 days of the date we disclosed to you that funds would be made available to the recipient. When you do, please tell us:

- Your name and address;
- The error or problem with the transfer, and why you believe it is an error or problem;
- The name of the recipient, and if you know it, their telephone number or address;
- The dollar amount of the transfer; or
- The confirmation code or number of the transaction

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation and will advise you of any remedies that may be available to you. If no response is received, we will refund your account for the applicable remedies. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

Be aware of wire scams, because once the wire is sent, you may not be able to recover your money.

By providing your signature as authorization, you agree to these terms and conditions, that the wire transfer information in this document is accurate and you authorize us to process this wire transfer.

Recipient Bank's Identifier (ABA/SWIFT): FCIBKYKXXX Recipient's Account Number: 10458500

Sender's Signature: _____ Date: _____

Email Address: charles@mlgcounsel.net

Transaction Number (Contact ID): 614823633030001

The Email Address and Transaction Number provided will be used for communication purposes.

Branch / Department Information	
Initiated by: JULIA DOMINGUEZ	Initiating Branch: Waukegan and ThrPhone: 847-559-9615 Request Time: 03:01:27PM
Wire Transfer: <input type="checkbox"/> Approved <input type="checkbox"/> Declined	Approved/Declined by (Print): _____
Approved/Declined by (Signature): _____	Date: _____
Decline Reason: _____	Comments: _____
Approving Manager (wire amount over limit) _____	
Method of Approval (attach required supporting documentation) <input type="checkbox"/> Phone call <input type="checkbox"/> Email <input type="checkbox"/> Other (explain) _____	
Wire Tracking Information	
FX Contract Number (if applicable) _____	

From: [Jackson Hwu](#)
To: ["Charles Mack"](#); [Dustin Springett](#); ["Nathan Smith"](#)
Cc: [Jordan Zornes](#); [Sabrina Prendes](#)
Subject: RE: Global Capital Partners - wire confirmation

Please see below wire confirmation. Thanks everyone!

From: Wells Fargo Alerts Admin
Sent: Friday, February 17, 2023 3:03:25 PM (UTC-05:00) Eastern Time (US & Canada)
To: Bank Notice
Subject: Outgoing Wire - CEO Portal Treasury Information Reporting Alert
Commercial Electronic Office (CEO) Portal Treasury Information Reporting Alert: Outgoing Wire
Dear Erin Whitehead,
One or more wire transfers have been sent from your account(s).
Date/Time Stamp: 02/17/2023 12:03 pm PT
Debit Account Number: XXXXXXX-332
Debit Account Name: FL RETAINER/CORP IOLTA TRUST Wire Amount: 8,849,910.00 USD Value Date:
02/17/2023 Beneficiary Name: Charles J. Mack Fed/SWIFT Confirmation Number:
021711B7033R014100
For more information about this alert, sign on to the CEO portal.
Alert ID: 048-3827363

From: Charles Mack <charles@mlgcounsel.net>
Sent: Friday, February 17, 2023 10:44 AM
To: Jackson Hwu <jackson.hwu@nelsonmullins.com>; Jordan Zornes
<jordan.zornes@nelsonmullins.com>
Subject: Global Capital Partners

◀External Email▶ - From: charles@mlgcounsel.net

Can you please provide an update.

All the loan documents have been deposited with the lender and all the consents and other materials have also been deposited.

Please advise if funding can proceed.

Charles Mack
Mack Law Group
1363 Shermer Road, Suite 210
Northbrook Illinois 60062
Telephone: 847.239.7212
Email: Charles@mlgcounsel.net

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Charles Mack

From: Stacey McHugh <smchugh@terracartapartners.com>
Sent: Friday, February 17, 2023 4:21 PM
To: Charles Mack
Cc: Ryan Cicoski; Robert Bigelow
Subject: Re: Funds

Please wire to the same account:

Beneficiary Account Name: Alpha Carta Ltd.
Beneficiary Account Number: 10458500
Beneficiary Address: 90 N Church Street | P.O. Box 10315 | Grand Cayman, Cayman Islands, KY1-1006
Beneficiary Bank: FirstCaribbean International Bank (Cayman) Limited
Bank Address: 25 Main Street, Grand Cayman, Cayman Islands KY1-1102
SWIFT/BIC Code: FCIBKYKY

Thanks,

Stacey McHugh
630.788.7190
smchugh@terracartapartners.com

This electronic mail message and any attached files are intended for the exclusive use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please erase all copies of the message and its attachments and notify us immediately. Thank you.

On Feb 17, 2023, at 4:15 PM, Charles Mack <charles@mlgcounsel.net> wrote:

We will be able to wire \$7,100,000 on Tuesday morning.

With the \$900,000 previously wired the total amount of proceeds to Alpha Carta will be \$8 million.

Can you please provide wiring instructions.

Charles Mack
Mack Law Group
1363 Shermer Road, Suite 210
Northbrook Illinois 60062
Telephone: 847.239.7212
Email: Charles@mlgcounsel.net

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Wire Transfer Outgoing Request



Wire Transfer Sender Information

Sender Name: CHARLES JEFFREY MACK				
Account Name: CHARLES MACK DBA CHARLES MACK LAW GROUP IOLTA TRUST ACCOUNT		Street Address: 1363 SHERMER RD STE 210		
City: NORTHBROOK	State: IL	Zip: 60062-4575	Country: USA	Daytime Phone: 847-452-2396
Primary ID Type: Driver's License	ID Issuer: IL	ID Number: m20015059117	ID Issue Date: 06/10/2022	ID Exp: 04/24/2026
Secondary ID Type: Chase or Bank Issued Credit/Debit Card	ID Issuer: CHASE	ID Number: XXXXXXXXXXXX8806	ID Issue Date:	ID Exp: 10/31/2027
Comments:				

Wire Transfer Information

Request Date: 02/21/2023	Request time: 10:43:28AM Eastern time	Effective date: 02/21/2023	Wire Type: International
Debit Account #: XXXXX6577	Debit Account Type: IOLTA ACCOUNT	Wire Amount (US dollars): \$7,100,000.00	
Qualifying Account #:	Qualifying Account Type:	Source of funds: Checking	Wire Fee: \$0
Currency type to be sent: US Dollars	Exchange rate: N/A	Foreign currency amount: N/A	Amount to Collect (USD): \$7,100,000.00
FX Contract Number:			

Recipient Account Information

Account Name: APLHA CARTA LTD.			
Street Address:		Account Number: 10458500	
City:	State:	Zip:	Country:
Text to Recipient:			

Receiving Bank Information

Bank Name: FirstCaribbean International Bank (Cayman) Limited			
Street Address: PO Box 68GT, First Caribbean House		Bank ABA/SWIFT Code: FCIBKYKYXXX	
City: George Town	State:	Zip: KY1-1107	Country: KY
Intermediary Bank Name:			
Street Address:		Intermediary Bank ABA:	
City:	State:	Zip:	Country:
Text to Receiving Bank:			

Wire Transfer Agreement

1. Service.

The terms and provisions in this Wire Transfer Agreement ("Agreement") describe our wire transfer service, including what you can expect from us (JPMorgan Chase Bank, N.A.) and the security procedures we will take when you send a wire transfer. If there is a conflict between any section of your Deposit Account Agreement and this Agreement, the provisions of this Agreement will apply.

The following types of wire transfers, when completed by a branch banker or by a Chase Private Client telephone banker, are governed by this Agreement:

- **Domestic Wire Transfer:** A wire transfer sent to a bank within the U.S., including its territories.
- **International Wire Transfer:** A wire transfer sent in either U.S. or foreign currencies, including using our Chase Global Transfer service, to a bank outside the U.S.
- **Consumer International Wire Transfer:** A wire transfer that is sent by a natural person in the United States to transfer funds to a beneficiary in a foreign country for personal, family, or household purposes.

By providing your signature as authorization, as part of our security procedures, you agree to these terms and conditions and authorize us to provide you Domestic Wire Transfers or International Wire Transfers. Wire transfers, when completed using our Online Services or Mobile Services, are governed by a separate agreement.

2. Security Procedures.

These security procedures are only to help prevent unauthorized access to your account. All wire transfer requests go through an internal review, and we may need to contact you to verify information about your wire transfer. We may impose stricter security procedures for any particular wire transfer you make, but we have no obligation to do so. If we choose to impose stricter security procedures, we will not be liable to you for any delays or losses, and we will not be obligated to impose such security procedures in the future.

(a) For Chase Branch Wire Transfers Only:

When you request a wire transfer in a branch you will be required to provide your signature as authorization for each wire transfer and show valid identification. You acknowledge these security procedures used for wire requests you make in a branch are a commercially reasonable method of verifying your branch wire transfer. You are responsible for any wire transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.

(b) For Chase Private Client Customers Only:

Only Chase Private Client telephone bankers can complete your wire transfer request using this service. To request wire transfers, you must provide your signature as authorization and maintain an active Chase Private Client Checking or Savings account. On the authorization form you can place a dollar limit on the wire transfers you request.

- You may request a wire transfer by telephone, and you agree that we will confirm your request by using any of the following security procedures, at our discretion:
 - Confirming certain personal information about you
 - Contacting you, another account holder or someone else you have listed on the authorization form.
- You may request a wire transfer by email, and you agree that we will confirm your request by contacting you or another account holder.
- We may call you at any phone number we have for you in our records or to the phone numbers provided on the authorization form.

- You acknowledge that we offer wire transfer services in person at our branches, or online which provide a higher level of security for your accounts, and you can use these options instead. You acknowledge the respective security procedures above for wire transfers are a commercially reasonable method of verifying your wire transfer. You are responsible for any wire transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.
- If you do not specify the account from which to subtract the funds, we can subtract the amount of the wire transfer from any account you designated on the authorization form.

3. Processing, Canceling, Delays and Notifications of Wire Transfers.

(a) Processing: We'll start processing your wire transfer the same business day if we receive it and complete our security procedures before the cutoff times we establish. In order to complete our processing before the cutoff times we establish, we need to finish any secondary internal reviews and you must have available funds in the deposit account you designated in your instructions.

(b) Canceling: You have the right to cancel Consumer International Wire Transfers at no cost to you within 30 minutes after you have authorized us to send it. Please see the section *Consumer International Wire Transfers* for more information on canceling Consumer International Wire Transfers. For all other wire transfers, once you have submitted a wire transfer for the current business day, you cannot cancel it after we've begun processing, but you may request us to attempt to return the funds to you. If the recipient's bank agrees, your funds may be returned to you, but likely not the full amount that was originally sent. We will not automatically cancel your wire transfer due to the transfer being delayed by more than five business days; if we do cancel your wire transfer we'll notify you.

(c) Modifying: Once a wire transfer has begun processing, we will not be able to change any type of wire transfer requests unless the recipient's bank agrees. If the recipient's bank declines to change the wire transfer request, you will be responsible for the transfer you initially requested.

(d) Internal Review: During our internal review, we may subtract funds from your account or place a hold on your account and it may result in processing delays. Once we have released the wire transfer, the recipient's bank may delay credit to the recipient due to their own internal review processes.

(e) Notifications: We will send you an email notification on the status of your wire transfer, it will be sent to an email address you have provided. We may also notify you verbally of the status of your wire transfer, but we are not required to do so. If you do not have an email address on file, if the email is returned undeliverable, or we are unable to send an email due to system failures or outages beyond our reasonable control, it is your responsibility to monitor your account for the status of your wire transfer. You may contact us for the status of your wire transfer. These notification methods are deemed to be commercially reasonable. Any other information we may provide upon successfully scheduling a wire transfer is only an indication that we've received your request and not an indication that we've accepted your wire transfer.

4. Identifying Number.

We or any other bank involved in the wire transfer will complete your wire transfer request using the account number or bank identification number you provide, even if the numbers do not match the recipient's or bank's name. ***If you provided us an incorrect account number for the recipient or an incorrect routing or identification number for the recipient's bank, you could lose the amount of the transfer.***

Wire Transfer Agreement - continued

5. Future Dated Wire Transfers.

You may request a future dated (one -time) domestic wire transfer, up to 10 business days from the current business day's cutoff time. You cannot cancel a future dated wire transfer once it has been requested.

6. Foreign Exchange Transfer.

It is our discretion in which foreign currencies we will send wire transfers, and these can change at any time. If you send a wire transfer in a foreign currency, you authorize us to subtract the amount from your account at the exchange rate we offered at the time you requested it. The foreign exchange rates we use are determined by us in our sole discretion.

The exchange rate we use will include a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate may vary among customers depending on your relationship, products with us or the type of transaction being conducted, the dollar amount, type of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.

If your initial request is returned, cancelled or changed, and if you request a new wire transfer, the current exchange rate at the time of the new transaction will apply. If the funds are returned or payment cannot be made for any reason, we will not be liable for more than the amount of the wire transfer at our exchange rate at the time we return the funds to you, less charges taken by any other bank involved in the wire transfer. However, if you requested a Consumer International Wire Transfer additional rights may apply. If you cancel a funds transfer request, other than a cancellation of a Consumer International Wire Transfer within 30 minutes after you authorized us to send it, and it causes a loss or cost to us, we may subtract funds from your account to cover these losses.

If the wire transfer is not in the currency of the recipient's account, the recipient's bank or another processing bank may reject the wire transfer or convert it. If converted, you agree the wire transfer may be converted to a different currency at their exchange rate and may subtract additional fees.

7. Fees and Payment Route.

We may charge a fee when you use this service based on your account agreement or fee schedule in effect when the wire is sent from your account, or for business accounts, based on the terms in effect when your next available account analysis is performed. We may use any funds transfer system we believe reasonable to complete your request, regardless of any instructions you might give us. If we also are the recipient's bank, we may complete your request using an internal transfer. You are responsible for all fees and taxes, including our fees and any fees charged by other funds transfer systems or banks involved in the transfer.

8. Wire Transfer System Rules and Laws.

The use of this service is subject to all applicable U.S. federal and state laws, regulations, rules and wire transfer arrangements, including the respective state's Uniform Commercial Code Article 4A, as may be applicable, which, in the event of a conflict with this Agreement, will govern. All of your wire transfers must comply with U.S. laws, including the regulations and economic sanctions administered by the U.S. Treasury Department's Office of Foreign Asset Control and other applicable laws.

If you make a Consumer International Wire Transfer, it is also subject to additional federal laws and regulations.

9. Indemnification.

You will indemnify us for all claims, expenses, liabilities, and losses (including reasonable legal fees) if you or a third party makes a claim against us for any of our actions or services in this Agreement, unless they prove gross negligence or willful misconduct. You understand this section will survive even if you close your account or this Agreement is terminated.

10. Failure to Perform; Limitation of Liability.

We are only responsible for performing the services specified in this Agreement. Except as otherwise agreed in writing, we are liable only for damages required to be paid as provided under UCC 4A or, to the extent applicable Regulation E, subpart B. Except as required by Regulation E, subpart B, as applicable, we will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any wire transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. **IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Any provision of this Agreement that limits the bank's liability does not negate the bank's duty (if any) under applicable law to act in good faith and with reasonable care.

11. Changes to the Agreement.

We may change the terms of this Agreement, including fees and features of this service, at any time. If any change would adversely affect you, we will notify you in advance, unless the change is necessary to comply with a legal requirement.

We may direct you to a branch or to your Chase Private Client banker for the content of any changes or the revised Agreement unless the law requires a different method. Your use of this service after we have made such changes available will be considered your agreement to the change.

12. Contact Us in the Event of an Error.

We will not be responsible for any delays in payment or additional fees caused by your failure to promptly notify us. You will exercise ordinary care to determine whether a wire transfer request we accepted and subtracted from your account was either in error or not authorized. Except for any Consumer International Wire Transfer, in the event of an error or unauthorized wire transfer, you agree to notify us within 30 days after we mail a statement reflecting the transfer or otherwise make such a statement available (for example, paperless statements). You agree that we are entitled to retain payment for a wire transfer unless you notify us within this 30-day period. For additional terms governing Consumer International Wire Transfers, please see the section *Consumer International Wire Transfers*.

13. Consumer International Wire Transfers.

(a) This section contains additional terms applicable only to Consumer International Wire Transfers. This section does not apply to any wire transfer request for delivery to a beneficiary in the United States, to any wire transfer request initiated by a non-consumer, or to any wire transfer request initiated by a consumer for any non-personal, non-family, or non-household purposes. In the event of a conflict between a provision in this section and a provision in the rest of this Agreement, or in the agreement governing your funding account, the provision in this section will control with respect to Consumer International Wire Transfers.

Wire Transfer Agreement - continued

(b) Prior to sending a Consumer International Wire Transfer, we will provide you with certain important disclosures regarding your transaction including, to the extent applicable: the amount that will be transferred to the beneficiary, the amount and description of any fees and taxes imposed by us, the total amount of the transaction, the exchange rate to be used if applicable, the amount of currency to be transferred, the amount and description of any fees imposed by intermediaries or our agents, and the amount that will be received by the beneficiary. In addition to the items above you will also be provided the date the funds are to be made available to the beneficiary, error resolution and cancellation right information and other disclosures. This will be provided either at the time you authorize the wire transfer or on a receipt provided after you've authorized your transaction.

(c) Except as otherwise agreed in writing, we are liable only for damages required to be paid as provided under Regulation E, subpart B or, to the extent applicable, UCC 4A. Except as required by Regulation E, subpart B, we will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any wire transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) You have the right to cancel Consumer International Wire Transfers at no cost to you within 30 minutes after you have authorized us to send it. Please refer to the disclosure we provided to you at the time you authorized the Consumer International Wire Transfer on how to cancel.

(e) If you think there has been an error or problem with your Consumer International Wire Transfer, call us at 1-888-434-3030, visit a Chase branch, or send an account inquiry via Secure Message Center on chase.com.

You must contact us within 180 days of the date we disclosed to you that funds would be made available to the recipient. When you do, please tell us:

- Your name and address;
- The error or problem with the transfer, and why you believe it is an error or problem;
- The name of the recipient, and if you know it, their telephone number or address;
- The dollar amount of the transfer; or
- The confirmation code or number of the transaction

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation and will advise you of any remedies that may be available to you. If no response is received, we will refund your account for the applicable remedies. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

Be aware of wire scams, because once the wire is sent, you may not be able to recover your money.

By providing your signature as authorization, you agree to these terms and conditions, that the wire transfer information in this document is accurate and you authorize us to process this wire transfer.

Recipient Bank's Identifier (ABA/SWIFT): FCIBKYKXXX Recipient's Account Number: 10458500

Sender's Signature: _____ Date: _____

Email Address: charles@mlgcounsel.net

Transaction Number (Contact ID): 674832246760001

The Email Address and Transaction Number provided will be used for communication purposes.

Branch / Department Information

Initiated by: JULIA DOMINGUEZ Initiating Branch: Waukegan and Thr Phone: 847-559-9615 Request Time: 10:43:28AM

Wire Transfer: ☐ Approved ☐ Declined Approved/Declined by (Print): _____

Approved/Declined by (Signature): _____ Date: _____

Decline Reason: _____ Comments: _____

Approving Manager (wire amount over limit) _____

Method of Approval (attach required supporting documentation) ☐ Phone call ☐ Email ☐ Other (explain) _____

Wire Tracking Information

FX Contract Number (if applicable) _____

Charles Mack

From: Robert Bigelow <rbigelow@bnwfo.com>
Sent: Monday, February 20, 2023 9:58 AM
To: Charles Mack
Cc: Robert Bigelow
Subject: RE: Funds Disbursement

Thanks, Charlie.

The following are the BNW wiring instructions for sending the \$79,540 that had gone to Ciffreo:

BNW FAMILY OFFICE, LLC
1363 SHERMER RD, STE 210
NORTHBROOK, IL 60062
ATTN: ROBERT BROWNELL
773-867-0771

CONSUMERS CREDIT UNION
1075 TRISTATE PARKWAY, SUITE 850
GURNEE, IL 60031
ROUTING: 271989950
ACCOUNT: 0008090520723
(877) 275-2228

From: Charles Mack <charles@mlgcounsel.net>
Sent: Monday, February 20, 2023 9:43 AM
To: Robert Bigelow <rbigelow@bnwfo.com>
Subject: Funds Disbursement

Attached is the disbursement schedule for the funds received from the second tranche of the \$10,000,000 loan.

Please note that we have not accounted for the fees of Charles Hubert.

Please send your wiring instructions.

Charles Mack
Mack Law Group
1363 Shermer Road, Suite 210
Northbrook Illinois 60062
Telephone: 847.239.7212
Email: Charles@mlgcounsel.net

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Wire Transfer

Funds Received	8,849,910.00
Mack Law Group	31,500
Funds Avaialable	8,818,410.00

Wires

Nelson Mullins	68,490
Tailwind	139,914.00
Alpha Carta	7,100,000
subtotal	7,308,404
BNW	1,510,006.00

Wire Transfer Outgoing Request



Wire Transfer Sender Information

Sender Name: CHARLES JEFFREY MACK				
Account Name: CHARLES MACK DBA CHARLES MACK LAW GROUP IOLTA TRUST ACCOUNT		Street Address: 1363 SHERMER RD STE 210		
City: NORTHBROOK	State: IL	Zip: 60062-4575	Country: USA	Daytime Phone: 847-452-2396
Primary ID Type: Driver's License	ID Issuer: IL	ID Number: m20015059117	ID Issue Date: 06/10/2022	ID Exp: 04/24/2026
Secondary ID Type: Chase or Bank Issued Credit/Debit Card	ID Issuer: CHASE	ID Number: XXXXXXXXXXXX8806	ID Issue Date:	ID Exp: 10/31/2027
Comments:				

Wire Transfer Information

Request Date: 02/21/2023	Request time: 10:51:25AM Eastern time	Effective date: 02/21/2023	Wire Type: Domestic
Debit Account #: XXXXX6577	Debit Account Type: IOLTA ACCOUNT	Wire Amount (US dollars): \$1,510,006.00	
Qualifying Account #:	Qualifying Account Type:	Source of funds: Checking	Wire Fee: \$0
Currency type to be sent: US Dollars	Exchange rate: N/A	Foreign currency amount: N/A	Amount to Collect (USD): \$1,510,006.00
FX Contract Number:			

Recipient Account Information

Account Name: BNW FAMILY OFFICE, LLC			
Street Address:		Account Number: 0008090520723	
City:	State:	Zip:	Country:
Text to Recipient:			

Receiving Bank Information

Bank Name: Consumers Cooperative Credit Union			
Street Address: 1075 Tri State Parkway, Suite 850		Bank ABA/SWIFT Code: 271989950	
City: Gurnee	State: IL	Zip: 60031	Country: USA
Intermediary Bank Name:			
Street Address:		Intermediary Bank ABA:	
City:	State:	Zip:	Country:
Text to Receiving Bank:			

Wire Transfer Agreement

1. Service.

The terms and provisions in this Wire Transfer Agreement ("Agreement") describe our wire transfer service, including what you can expect from us (JPMorgan Chase Bank, N.A.) and the security procedures we will take when you send a wire transfer. If there is a conflict between any section of your Deposit Account Agreement and this Agreement, the provisions of this Agreement will apply.

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- **International Wire Transfer:** A wire transfer sent in either U.S. or foreign currencies, including using our Chase Global Transfer service, to a bank outside the U.S.
- **Consumer International Wire Transfer:** A wire transfer that is sent by a natural person in the United States to transfer funds to a beneficiary in a foreign country for personal, family, or household purposes.

By providing your signature as authorization, as part of our security procedures, you agree to these terms and conditions and authorize us to provide you Domestic Wire Transfers or International Wire Transfers. Wire transfers, when completed using our Online Services or Mobile Services, are governed by a separate agreement.

2. Security Procedures.

These security procedures are only to help prevent unauthorized access to your account. All wire transfer requests go through an internal review, and we may need to contact you to verify information about your wire transfer. We may impose stricter security procedures for any particular wire transfer you make, but we have no obligation to do so. If we choose to impose stricter security procedures, we will not be liable to you for any delays or losses, and we will not be obligated to impose such security procedures in the future.

(a) For Chase Branch Wire Transfers Only:

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(b) For Chase Private Client Customers Only:

Only Chase Private Client telephone bankers can complete your wire transfer request using this service. To request wire transfers, you must provide your signature as authorization and maintain an active Chase Private Client Checking or Savings account. On the authorization form you can place a dollar limit on the wire transfers you request.

- You may request a wire transfer by telephone, and you agree that we will confirm your request by using any of the following security procedures, at our discretion:
 - Confirming certain personal information about you
 - Contacting you, another account holder or someone else you have listed on the authorization form.
- You may request a wire transfer by email, and you agree that we will confirm your request by contacting you or another account holder.
- We may call you at any phone number we have for you in our records or to the phone numbers provided on the authorization form.

- You acknowledge that we offer wire transfer services in person at our branches, or online which provide a higher level of security for your accounts, and you can use these options instead. You acknowledge the respective security procedures above for wire transfers are a commercially reasonable method of verifying your wire transfer. You are responsible for any wire transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.
- If you do not specify the account from which to subtract the funds, we can subtract the amount of the wire transfer from any account you designated on the authorization form.

3. Processing, Canceling, Delays and Notifications of Wire Transfers.

(a) Processing: We'll start processing your wire transfer the same business day if we receive it and complete our security procedures before the cutoff times we establish. In order to complete our processing before the cutoff times we establish, we need to finish any secondary internal reviews and you must have available funds in the deposit account you designated in your Instructions.

(b) Canceling: You have the right to cancel Consumer International Wire Transfers at no cost to you within 30 minutes after you have authorized us to send it. Please see the section *Consumer International Wire Transfers* for more information on canceling Consumer International Wire Transfers. For all other wire transfers, once you have submitted a wire transfer for the current business day, you cannot cancel it after we've begun processing, but you may request us to attempt to return the funds to you. If the recipient's bank agrees, your funds may be returned to you, but likely not the full amount that was originally sent. We will not automatically cancel your wire transfer due to the transfer being delayed by more than five business days; if we do cancel your wire transfer we'll notify you.

(c) Modifying: Once a wire transfer has begun processing, we will not be able to change any type of wire transfer requests unless the recipient's bank agrees. If the recipient's bank declines to change the wire transfer request, you will be responsible for the transfer you initially requested.

(d) Internal Review: During our internal review, we may subtract funds from your account or place a hold on your account and it may result in processing delays. Once we have released the wire transfer, the recipient's bank may delay credit to the recipient due to their own internal review processes.

(e) Notifications: We will send you an email notification on the status of your wire transfer, it will be sent to an email address you have provided. We may also notify you verbally of the status of your wire transfer, but we are not required to do so. If you do not have an email address on file, if the email is returned undeliverable, or we are unable to send an email due to system failures or outages beyond our reasonable control, it is your responsibility to monitor your account for the status of your wire transfer. You may contact us for the status of your wire transfer. These notification methods are deemed to be commercially reasonable. Any other information we may provide upon successfully scheduling a wire transfer is only an indication that we've received your request and not an indication that we've accepted your wire transfer.

4. Identifying Number.

We or any other bank involved in the wire transfer will complete your wire transfer request using the account number or bank identification number you provide, even if the numbers do not match the recipient's or bank's name. ***If you provided us an incorrect account number for the recipient or an incorrect routing or identification number for the recipient's bank, you could lose the amount of the transfer.***

Wire Transfer Agreement - continued

5. Future Dated Wire Transfers.

You may request a future dated (one –time) domestic wire transfer, up to 10 business days from the current business day's cutoff time. You cannot cancel a future dated wire transfer once it has been requested.

6. Foreign Exchange Transfer.

It is our discretion in which foreign currencies we will send wire transfers, and these can change at any time. If you send a wire transfer in a foreign currency, you authorize us to subtract the amount from your account at the exchange rate we offered at the time you requested it. The foreign exchange rates we use are determined by us in our sole discretion.

The exchange rate we use will include a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate may vary among customers depending on your relationship, products with us or the type of transaction being conducted, the dollar amount, type of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.

If your initial request is returned, cancelled or changed, and if you request a new wire transfer, the current exchange rate at the time of the new transaction will apply. If the funds are returned or payment cannot be made for any reason, we will not be liable for more than the amount of the wire transfer at our exchange rate at the time we return the funds to you, less charges taken by any other bank involved in the wire transfer. However, if you requested a Consumer International Wire Transfer additional rights may apply. If you cancel a funds transfer request, other than a cancellation of a Consumer International Wire Transfer within 30 minutes after you authorized us to send it, and it causes a loss or cost to us, we may subtract funds from your account to cover these losses.

If the wire transfer is not in the currency of the recipient's account, the recipient's bank or another processing bank may reject the wire transfer or convert it. If converted, you agree the wire transfer may be converted to a different currency at their exchange rate and may subtract additional fees.

7. Fees and Payment Route.

We may charge a fee when you use this service based on your account agreement or fee schedule in effect when the wire is sent from your account, or for business accounts, based on the terms in effect when your next available account analysis is performed. We may use any funds transfer system we believe reasonable to complete your request, regardless of any instructions you might give us. If we also are the recipient's bank, we may complete your request using an internal transfer. You are responsible for all fees and taxes, including our fees and any fees charged by other funds transfer systems or banks involved in the transfer.

8. Wire Transfer System Rules and Laws.

The use of this service is subject to all applicable U.S. federal and state laws, regulations, rules and wire transfer arrangements, including the respective state's Uniform Commercial Code Article 4A, as may be applicable, which, in the event of a conflict with this Agreement, will govern. All of your wire transfers must comply with U.S. laws, including the regulations and economic sanctions administered by the U.S. Treasury Department's Office of Foreign Asset Control and other applicable laws.

If you make a Consumer International Wire Transfer, it is also subject to additional federal laws and regulations.

9. Indemnification.

You will indemnify us for all claims, expenses, liabilities, and losses (including reasonable legal fees) if you or a third party makes a claim against us for any of our actions or services in this Agreement, unless they prove gross negligence or willful misconduct. You understand this section will survive even if you close your account or this Agreement is terminated.

10. Failure to Perform; Limitation of Liability.

We are only responsible for performing the services specified in this Agreement. Except as otherwise agreed in writing, we are liable only for damages required to be paid as provided under UCC 4A or, to the extent applicable Regulation E, subpart B. Except as required by Regulation E, subpart B, as applicable, we will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any wire transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Any provision of this Agreement that limits the bank's liability does not negate the bank's duty (if any) under applicable law to act in good faith and with reasonable care.

11. Changes to the Agreement.

We may change the terms of this Agreement, including fees and features of this service, at any time. If any change would adversely affect you, we will notify you in advance, unless the change is necessary to comply with a legal requirement.

We may direct you to a branch or to your Chase Private Client banker for the content of any changes or the revised Agreement unless the law requires a different method. Your use of this service after we have made such changes available will be considered your agreement to the change.

12. Contact Us in the Event of an Error.

We will not be responsible for any delays in payment or additional fees caused by your failure to promptly notify us. You will exercise ordinary care to determine whether a wire transfer request we accepted and subtracted from your account was either in error or not authorized. Except for any Consumer International Wire Transfer, in the event of an error or unauthorized wire transfer, you agree to notify us within 30 days after we mail a statement reflecting the transfer or otherwise make such a statement available (for example, paperless statements). You agree that we are entitled to retain payment for a wire transfer unless you notify us within this 30-day period. For additional terms governing Consumer International Wire Transfers, please see the section *Consumer International Wire Transfers*.

13. Consumer International Wire Transfers.

(a) This section contains additional terms applicable only to Consumer International Wire Transfers. This section does not apply to any wire transfer request for delivery to a beneficiary in the United States, to any wire transfer request initiated by a non-consumer, or to any wire transfer request initiated by a consumer for any non-personal, non-family, or non-household purposes. In the event of a conflict between a provision in this section and a provision in the rest of this Agreement, or in the agreement governing your funding account, the provision in this section will control with respect to Consumer International Wire Transfers.

Wire Transfer Agreement - continued

(b) Prior to sending a Consumer International Wire Transfer, we will provide you with certain important disclosures regarding your transaction including, to the extent applicable: the amount that will be transferred to the beneficiary, the amount and description of any fees and taxes imposed by us, the total amount of the transaction, the exchange rate to be used if applicable, the amount of currency to be transferred, the amount and description of any fees imposed by intermediaries or our agents, and the amount that will be received by the beneficiary. In addition to the items above you will also be provided the date the funds are to be made available to the beneficiary, error resolution and cancellation right information and other disclosures. This will be provided either at the time you authorize the wire transfer or on a receipt provided after you've authorized your transaction.

(c) Except as otherwise agreed in writing, we are liable only for damages required to be paid as provided under Regulation E, subpart B or, to the extent applicable, UCC 4A. Except as required by Regulation E, subpart B, we will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any wire transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) You have the right to cancel Consumer International Wire Transfers at no cost to you within 30 minutes after you have authorized us to send it. Please refer to the disclosure we provided to you at the time you authorized the Consumer International Wire Transfer on how to cancel.

(e) If you think there has been an error or problem with your Consumer International Wire Transfer, call us at 1-888-434-3030, visit a Chase branch, or send an account inquiry via Secure Message Center on chase.com.

You must contact us within 180 days of the date we disclosed to you that funds would be made available to the recipient. When you do, please tell us:

- Your name and address;
- The error or problem with the transfer, and why you believe it is an error or problem;
- The name of the recipient, and if you know it, their telephone number or address;
- The dollar amount of the transfer; or
- The confirmation code or number of the transaction

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation and will advise you of any remedies that may be available to you. If no response is received, we will refund your account for the applicable remedies. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

Be aware of wire scams, because once the wire is sent, you may not be able to recover your money.

By providing your signature as authorization, you agree to these terms and conditions, that the wire transfer information in this document is accurate and you authorize us to process this wire transfer.

Recipient Bank's Identifier (ABA/SWIFT): 271989950

Recipient's Account Number: 0008090520723

Sender's Signature: _____

Date: _____

Email Address: charles@mlgcounsel.net

Transaction Number (Contact ID): 504825955840001

The Email Address and Transaction Number provided will be used for communication purposes.

Branch / Department Information

Initiated by: JULIA DOMINGUEZ Initiating Branch: Waukegan and Thr Phone: 847-559-9615 Request Time: 10:51:25AM

Wire Transfer: ☐ Approved ☐ Declined Approved/Declined by (Print): _____

Approved/Declined by (Signature): _____ Date: _____

Decline Reason: _____ Comments: _____

Approving Manager (wire amount over limit) _____

Method of Approval (attach required supporting documentation) ☐ Phone call ☐ Email ☐ Other (explain) _____

Wire Tracking Information

FX Contract Number (if applicable) _____

Particular	Amount (US\$)
<u>A. Total Payable by BNW to Tailwind at close on Feb 20, 2023</u>	
<u>1. Legal Fees Paid By Tailwind</u>	
Nelson Mullins (Retainer)	25,054
Pierre Kirscher (Retainer)	6,830
<u>2. Legal Fess to be paid by Tailwind to counsel in Cayman Islands</u>	
Total payable to Cayman Management Ltd	5,030.00
Tótal payable to Appleby (Estimated)	3,000.00
3. Net fees post subscription of \$250K	100,000
Total payable to Tailwind	139,914
<u>B. Total Payable by BNW to NM at close on Feb 20, 2023</u>	
1. Overall fees of NM less retainer paid	53,500
2. Overall fees of Pierre less retainer paid	14,989.50
Total payable to NM	68,490

Tailwind USD Wire details:

Intermediary Bank:	Wells Fargo Bank, New York
SWIFT Code:	PNBPUS3NNYC
ABA Code:	26005092
Beneficiary Bank:	First Caribbean International Bank (Cayman) Limited
SWIFT Code:	FCIBKYKY
Beneficiary:	Tailwind Ltd.
Beneficiary Account Number:	1047897
Address:	89 North West Point Road, West Bay, Grand Cayman, Cayman Islands, KY1- 9006
Phone:	(345) 547-6432
Email:	info@tailwind.capital
Bank Address:	25 Main Street, Grand Cayman, KY1- 1102, Cayman Islands

Wire Transfer Outgoing Request



Wire Transfer Sender Information

Sender Name: CHARLES JEFFREY MACK				
Account Name: CHARLES MACK DBA CHARLES MACK LAW GROUP IOLTA TRUST ACCOUNT		Street Address: 1363 SHERMER RD STE 210		
City: NORTHBROOK	State: IL	Zip: 60062-4575	Country: USA	Daytime Phone: 847-452-2396
Primary ID Type: Driver's License	ID Issuer: IL	ID Number: m20015059117	ID Issue Date: 06/10/2022	ID Exp: 04/24/2026
Secondary ID Type: Chase or Bank Issued Credit/Debit Card	ID Issuer: CHASE	ID Number: XXXXXXXXXXXX8806	ID Issue Date:	ID Exp: 10/31/2027
Comments:				

Wire Transfer Information

Request Date: 02/21/2023	Request time: 10:34:22AM Eastern time	Effective date: 02/21/2023	Wire Type: International
Debit Account #: XXXXX6577	Debit Account Type: IOLTA ACCOUNT	Wire Amount (US dollars): \$139,914.00	
Qualifying Account #:	Qualifying Account Type:	Source of funds: Checking	Wire Fee: \$0
Currency type to be sent: US Dollars	Exchange rate: N/A	Foreign currency amount: N/A	Amount to Collect (USD): \$139,914.00
FX Contract Number:			

Recipient Account Information

Account Name: TAILWIND LTD.			
Street Address:		Account Number: 1047897	
City:	State:	Zip:	Country:
Text to Recipient:			

Receiving Bank Information

Bank Name: FirstCaribbean International Bank (Cayman) Limited			
Street Address: PO Box 68GT, First Caribbean House		Bank ABA/SWIFT Code: FCIBKYKXXX	
City: George Town	State:	Zip: KY1-1107	Country: KY
Intermediary Bank Name: Wells Fargo Bank National Association			
Street Address: 375 Park Ave		Intermediary Bank ABA: 026005092	
City: New York	State: NY	Zip: 10152-3804	Country: USA
Text to Receiving Bank:			

Wire Transfer Agreement

1. Service.

The terms and provisions in this Wire Transfer Agreement ("Agreement") describe our wire transfer service, including what you can expect from us (JPMorgan Chase Bank, N.A.) and the security procedures we will take when you send a wire transfer. If there is a conflict between any section of your Deposit Account Agreement and this Agreement, the provisions of this Agreement will apply.

The following types of wire transfers, when completed by a branch banker or by a Chase Private Client telephone banker, are governed by this Agreement:

- **Domestic Wire Transfer:** A wire transfer sent to a bank within the U.S., including its territories.
- **International Wire Transfer:** A wire transfer sent in either U.S. or foreign currencies, including using our Chase Global Transfer service, to a bank outside the U.S.
- **Consumer International Wire Transfer:** A wire transfer that is sent by a natural person in the United States to transfer funds to a beneficiary in a foreign country for personal, family, or household purposes.

By providing your signature as authorization, as part of our security procedures, you agree to these terms and conditions and authorize us to provide you Domestic Wire Transfers or International Wire Transfers. Wire transfers, when completed using our Online Services or Mobile Services, are governed by a separate agreement.

2. Security Procedures.

These security procedures are only to help prevent unauthorized access to your account. All wire transfer requests go through an internal review, and we may need to contact you to verify information about your wire transfer. We may impose stricter security procedures for any particular wire transfer you make, but we have no obligation to do so. If we choose to impose stricter security procedures, we will not be liable to you for any delays or losses, and we will not be obligated to impose such security procedures in the future.

(a) For Chase Branch Wire Transfers Only:

When you request a wire transfer in a branch you will be required to provide your signature as authorization for each wire transfer and show valid identification. You acknowledge these security procedures used for wire requests you make in a branch are a commercially reasonable method of verifying your branch wire transfer. You are responsible for any wire transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.

(b) For Chase Private Client Customers Only:

Only Chase Private Client telephone bankers can complete your wire transfer request using this service. To request wire transfers, you must provide your signature as authorization and maintain an active Chase Private Client Checking or Savings account. On the authorization form you can place a dollar limit on the wire transfers you request.

- You may request a wire transfer by telephone, and you agree that we will confirm your request by using any of the following security procedures, at our discretion:
 - Confirming certain personal information about you
 - Contacting you, another account holder or someone else you have listed on the authorization form.
- You may request a wire transfer by email, and you agree that we will confirm your request by contacting you or another account holder.
- We may call you at any phone number we have for you in our records or to the phone numbers provided on the authorization form.

- You acknowledge that we offer wire transfer services in person at our branches, or online which provide a higher level of security for your accounts, and you can use these options instead. You acknowledge the respective security procedures above for wire transfers are a commercially reasonable method of verifying your wire transfer. You are responsible for any wire transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.
- If you do not specify the account from which to subtract the funds, we can subtract the amount of the wire transfer from any account you designated on the authorization form.

3. Processing, Canceling, Delays and Notifications of Wire Transfers.

(a) Processing: We'll start processing your wire transfer the same business day if we receive it and complete our security procedures before the cutoff times we establish. In order to complete our processing before the cutoff times we establish, we need to finish any secondary internal reviews and you must have available funds in the deposit account you designated in your Instructions.

(b) Canceling: You have the right to cancel Consumer International Wire Transfers at no cost to you within 30 minutes after you have authorized us to send it. Please see the section *Consumer International Wire Transfers* for more information on canceling Consumer International Wire Transfers. For all other wire transfers, once you have submitted a wire transfer for the current business day, you cannot cancel it after we've begun processing, but you may request us to attempt to return the funds to you. If the recipient's bank agrees, your funds may be returned to you, but likely not the full amount that was originally sent. We will not automatically cancel your wire transfer due to the transfer being delayed by more than five business days; if we do cancel your wire transfer we'll notify you.

(c) Modifying: Once a wire transfer has begun processing, we will not be able to change any type of wire transfer requests unless the recipient's bank agrees. If the recipient's bank declines to change the wire transfer request, you will be responsible for the transfer you initially requested.

(d) Internal Review: During our internal review, we may subtract funds from your account or place a hold on your account and it may result in processing delays. Once we have released the wire transfer, the recipient's bank may delay credit to the recipient due to their own internal review processes.

(e) Notifications: We will send you an email notification on the status of your wire transfer, it will be sent to an email address you have provided. We may also notify you verbally of the status of your wire transfer, but we are not required to do so. If you do not have an email address on file, if the email is returned undeliverable, or we are unable to send an email due to system failures or outages beyond our reasonable control, it is your responsibility to monitor your account for the status of your wire transfer. You may contact us for the status of your wire transfer. These notification methods are deemed to be commercially reasonable. Any other information we may provide upon successfully scheduling a wire transfer is only an indication that we've received your request and not an indication that we've accepted your wire transfer.

4. Identifying Number.

We or any other bank involved in the wire transfer will complete your wire transfer request using the account number or bank identification number you provide, even if the numbers do not match the recipient's or bank's name. ***If you provided us an incorrect account number for the recipient or an incorrect routing or identification number for the recipient's bank, you could lose the amount of the transfer.***

Wire Transfer Agreement - continued

5. Future Dated Wire Transfers.

You may request a future dated (one-time) domestic wire transfer, up to 10 business days from the current business day's cutoff time. You cannot cancel a future dated wire transfer once it has been requested.

6. Foreign Exchange Transfer.

It is our discretion in which foreign currencies we will send wire transfers, and these can change at any time. If you send a wire transfer in a foreign currency, you authorize us to subtract the amount from your account at the exchange rate we offered at the time you requested it. The foreign exchange rates we use are determined by us in our sole discretion.

The exchange rate we use will include a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate may vary among customers depending on your relationship, products with us or the type of transaction being conducted, the dollar amount, type of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.

If your initial request is returned, cancelled or changed, and if you request a new wire transfer, the current exchange rate at the time of the new transaction will apply. If the funds are returned or payment cannot be made for any reason, we will not be liable for more than the amount of the wire transfer at our exchange rate at the time we return the funds to you, less charges taken by any other bank involved in the wire transfer. However, if you requested a Consumer International Wire Transfer additional rights may apply. If you cancel a funds transfer request, other than a cancellation of a Consumer International Wire Transfer within 30 minutes after you authorized us to send it, and it causes a loss or cost to us, we may subtract funds from your account to cover these losses.

If the wire transfer is not in the currency of the recipient's account, the recipient's bank or another processing bank may reject the wire transfer or convert it. If converted, you agree the wire transfer may be converted to a different currency at their exchange rate and may subtract additional fees.

7. Fees and Payment Route.

We may charge a fee when you use this service based on your account agreement or fee schedule in effect when the wire is sent from your account, or for business accounts, based on the terms in effect when your next available account analysis is performed. We may use any funds transfer system we believe reasonable to complete your request, regardless of any instructions you might give us. If we also are the recipient's bank, we may complete your request using an internal transfer. You are responsible for all fees and taxes, including our fees and any fees charged by other funds transfer systems or banks involved in the transfer.

8. Wire Transfer System Rules and Laws.

The use of this service is subject to all applicable U.S. federal and state laws, regulations, rules and wire transfer arrangements, including the respective state's Uniform Commercial Code Article 4A, as may be applicable, which, in the event of a conflict with this Agreement, will govern. All of your wire transfers must comply with U.S. laws, including the regulations and economic sanctions administered by the U.S. Treasury Department's Office of Foreign Asset Control and other applicable laws.

If you make a Consumer International Wire Transfer, it is also subject to additional federal laws and regulations.

9. Indemnification.

You will indemnify us for all claims, expenses, liabilities, and losses (including reasonable legal fees) if you or a third party makes a claim against us for any of our actions or services in this Agreement, unless they prove gross negligence or willful misconduct. You understand this section will survive even if you close your account or this Agreement is terminated.

10. Failure to Perform; Limitation of Liability.

We are only responsible for performing the services specified in this Agreement. Except as otherwise agreed in writing, we are liable only for damages required to be paid as provided under UCC 4A or, to the extent applicable Regulation E, subpart B. Except as required by Regulation E, subpart B, as applicable, we will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any wire transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Any provision of this Agreement that limits the bank's liability does not negate the bank's duty (if any) under applicable law to act in good faith and with reasonable care.

11. Changes to the Agreement.

We may change the terms of this Agreement, including fees and features of this service, at any time. If any change would adversely affect you, we will notify you in advance, unless the change is necessary to comply with a legal requirement.

We may direct you to a branch or to your Chase Private Client banker for the content of any changes or the revised Agreement unless the law requires a different method. Your use of this service after we have made such changes available will be considered your agreement to the change.

12. Contact Us in the Event of an Error.

We will not be responsible for any delays in payment or additional fees caused by your failure to promptly notify us. You will exercise ordinary care to determine whether a wire transfer request we accepted and subtracted from your account was either in error or not authorized. Except for any Consumer International Wire Transfer, in the event of an error or unauthorized wire transfer, you agree to notify us within 30 days after we mail a statement reflecting the transfer or otherwise make such a statement available (for example, paperless statements). You agree that we are entitled to retain payment for a wire transfer unless you notify us within this 30-day period. For additional terms governing Consumer International Wire Transfers, please see the section *Consumer International Wire Transfers*.

13. Consumer International Wire Transfers.

(a) This section contains additional terms applicable only to Consumer International Wire Transfers. This section does not apply to any wire transfer request for delivery to a beneficiary in the United States, to any wire transfer request initiated by a non-consumer, or to any wire transfer request initiated by a consumer for any non-personal, non-family, or non-household purposes. In the event of a conflict between a provision in this section and a provision in the rest of this Agreement, or in the agreement governing your funding account, the provision in this section will control with respect to Consumer International Wire Transfers.

Wire Transfer Agreement - continued

(b) Prior to sending a Consumer International Wire Transfer, we will provide you with certain important disclosures regarding your transaction including, to the extent applicable: the amount that will be transferred to the beneficiary, the amount and description of any fees and taxes imposed by us, the total amount of the transaction, the exchange rate to be used if applicable, the amount of currency to be transferred, the amount and description of any fees imposed by intermediaries or our agents, and the amount that will be received by the beneficiary. In addition to the items above you will also be provided the date the funds are to be made available to the beneficiary, error resolution and cancellation right information and other disclosures. This will be provided either at the time you authorize the wire transfer or on a receipt provided after you've authorized your transaction.

(c) Except as otherwise agreed in writing, we are liable only for damages required to be paid as provided under Regulation E, subpart B or, to the extent applicable, UCC 4A. Except as required by Regulation E, subpart B, we will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any wire transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) You have the right to cancel Consumer International Wire Transfers at no cost to you within 30 minutes after you have authorized us to send it. Please refer to the disclosure we provided to you at the time you authorized the Consumer International Wire Transfer on how to cancel.

(e) If you think there has been an error or problem with your Consumer International Wire Transfer, call us at 1-888-434-3030, visit a Chase branch, or send an account inquiry via Secure Message Center on chase.com.

You must contact us within 180 days of the date we disclosed to you that funds would be made available to the recipient. When you do, please tell us:

- Your name and address;
- The error or problem with the transfer, and why you believe it is an error or problem;
- The name of the recipient, and if you know it, their telephone number or address;
- The dollar amount of the transfer; or
- The confirmation code or number of the transaction

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation and will advise you of any remedies that may be available to you. If no response is received, we will refund your account for the applicable remedies. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

Be aware of wire scams, because once the wire is sent, you may not be able to recover your money.

By providing your signature as authorization, you agree to these terms and conditions, that the wire transfer information in this document is accurate and you authorize us to process this wire transfer.

Recipient Bank's Identifier (ABA/SWIFT): FCIBKYKYXXX Recipient's Account Number: 1047897

Sender's Signature: _____ Date: _____

Email Address: charles@mlgcounsel.net

Transaction Number (Contact ID): 174826504120001

The Email Address and Transaction Number provided will be used for communication purposes.

Branch / Department Information

Initiated by: JULIA DOMINGUEZ Initiating Branch: Waukegan and Third Phone: 847-559-9615 Request Time: 10:34:22AM

Wire Transfer: ☐ Approved ☐ Declined Approved/Declined by (Print): _____

Approved/Declined by (Signature): _____ Date: _____

Decline Reason: _____ Comments: _____

Approving Manager (wire amount over limit) _____

Method of Approval (attach required supporting documentation) ☐ Phone call ☐ Email ☐ Other (explain) _____

Wire Tracking Information

FX Contract Number (if applicable) _____

NM Bank Details

Benficiary:

Nelson Mullins Riley & Scarborough LLP
PO Box 11070

Beneficiary Account Number:

Columbia, SC 29211-1070

ABA/Routing Number:

9919458332

Beneficiary Bank:

121000248

Wells Fargo Bank, NA
420 Montgomery Street
San Francisco, CA 94104

Wire Transfer Outgoing Request



Wire Transfer Sender Information

Sender Name: CHARLES JEFFREY MACK				
Account Name: CHARLES MACK DBA CHARLES MACK LAW GROUP IOLTA TRUST ACCOUNT			Street Address: 1363 SHERMER RD STE 210	
City: NORTHBROOK	State: IL	Zip: 60062-4575	Country: USA	Daytime Phone: 847-452-2396
Primary ID Type: Driver's License	ID Issuer: IL	ID Number: m20015059117	ID Issue Date: 06/10/2022	ID Exp: 04/24/2026
Secondary ID Type:	ID Issuer:	ID Number:	ID Issue Date:	ID Exp:
Comments:				

Wire Transfer Information

Request Date: 02/21/2023	Request time: 10:23:20AM Eastern time	Effective date: 02/21/2023	Wire Type: Domestic
Debit Account #: XXXXX6577	Debit Account Type: IOLTA ACCOUNT	Wire Amount (US dollars): \$68,490.00	
Qualifying Account #:	Qualifying Account Type:	Source of funds: Checking	Wire Fee: \$0
Currency type to be sent: US Dollars	Exchange rate: N/A	Foreign currency amount: N/A	Amount to Collect (USD): \$68,490.00
FX Contract Number:			

Recipient Account Information

Account Name: NELSON MULLINS RILEY & SCARBOROUGH			
Street Address: PO BOX 11070		Account Number: 9919458332	
City: COLUMBIA	State: SC	Zip: 29211-1070	Country: USA
Text to Recipient:			

Receiving Bank Information

Bank Name: Wells Fargo Bank National Association			
Street Address: 1000 Louisiana St, Tunnel level		Bank ABA/SWIFT Code: 121000248	
City: Houston	State: TX	Zip: 77002	Country: USA
Intermediary Bank Name:			
Street Address:		Intermediary Bank ABA:	
City:	State:	Zip:	Country:
Text to Receiving Bank:			

Wire Transfer Agreement

1. Service.

The terms and provisions in this Wire Transfer Agreement ("Agreement") describe our wire transfer service, including what you can expect from us (JPMorgan Chase Bank, N.A.) and the security procedures we will take when you send a wire transfer. If there is a conflict between any section of your Deposit Account Agreement and this Agreement, the provisions of this Agreement will apply.

The following types of wire transfers, when completed by a branch banker or by a Chase Private Client telephone banker, are governed by this Agreement:

- **Domestic Wire Transfer:** A wire transfer sent to a bank within the U.S., including its territories.
- **International Wire Transfer:** A wire transfer sent in either U.S. or foreign currencies, including using our Chase Global Transfer service, to a bank outside the U.S.
- **Consumer International Wire Transfer:** A wire transfer that is sent by a natural person in the United States to transfer funds to a beneficiary in a foreign country for personal, family, or household purposes.

By providing your signature as authorization, as part of our security procedures, you agree to these terms and conditions and authorize us to provide you Domestic Wire Transfers or International Wire Transfers. Wire transfers, when completed using our Online Services or Mobile Services, are governed by a separate agreement.

2. Security Procedures.

These security procedures are only to help prevent unauthorized access to your account. All wire transfer requests go through an internal review, and we may need to contact you to verify information about your wire transfer. We may impose stricter security procedures for any particular wire transfer you make, but we have no obligation to do so. If we choose to impose stricter security procedures, we will not be liable to you for any delays or losses, and we will not be obligated to impose such security procedures in the future.

(a) For Chase Branch Wire Transfers Only:

When you request a wire transfer in a branch you will be required to provide your signature as authorization for each wire transfer and show valid identification. You acknowledge these security procedures used for wire requests you make in a branch are a commercially reasonable method of verifying your branch wire transfer. You are responsible for any wire transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.

(b) For Chase Private Client Customers Only:

Only Chase Private Client telephone bankers can complete your wire transfer request using this service. To request wire transfers, you must provide your signature as authorization and maintain an active Chase Private Client Checking or Savings account. On the authorization form you can place a dollar limit on the wire transfers you request.

- You may request a wire transfer by telephone, and you agree that we will confirm your request by using any of the following security procedures, at our discretion:
 - Confirming certain personal information about you
 - Contacting you, another account holder or someone else you have listed on the authorization form.
- You may request a wire transfer by email, and you agree that we will confirm your request by contacting you or another account holder.
- We may call you at any phone number we have for you in our records or to the phone numbers provided on the authorization form.

- You acknowledge that we offer wire transfer services in person at our branches, or online which provide a higher level of security for your accounts, and you can use these options instead. You acknowledge the respective security procedures above for wire transfers are a commercially reasonable method of verifying your wire transfer. You are responsible for any wire transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.
- If you do not specify the account from which to subtract the funds, we can subtract the amount of the wire transfer from any account you designated on the authorization form.

3. Processing, Canceling, Delays and Notifications of Wire Transfers.

(a) Processing: We'll start processing your wire transfer the same business day if we receive it and complete our security procedures before the cutoff times we establish. In order to complete our processing before the cutoff times we establish, we need to finish any secondary internal reviews and you must have available funds in the deposit account you designated in your Instructions.

(b) Canceling: You have the right to cancel Consumer International Wire Transfers at no cost to you within 30 minutes after you have authorized us to send it. Please see the section *Consumer International Wire Transfers* for more information on canceling Consumer International Wire Transfers. For all other wire transfers, once you have submitted a wire transfer for the current business day, you cannot cancel it after we've begun processing, but you may request us to attempt to return the funds to you. If the recipient's bank agrees, your funds may be returned to you, but likely not the full amount that was originally sent. We will not automatically cancel your wire transfer due to the transfer being delayed by more than five business days; if we do cancel your wire transfer we'll notify you.

(c) Modifying: Once a wire transfer has begun processing, we will not be able to change any type of wire transfer requests unless the recipient's bank agrees. If the recipient's bank declines to change the wire transfer request, you will be responsible for the transfer you initially requested.

(d) Internal Review: During our internal review, we may subtract funds from your account or place a hold on your account and it may result in processing delays. Once we have released the wire transfer, the recipient's bank may delay credit to the recipient due to their own internal review processes.

(e) Notifications: We will send you an email notification on the status of your wire transfer, it will be sent to an email address you have provided. We may also notify you verbally of the status of your wire transfer, but we are not required to do so. If you do not have an email address on file, if the email is returned undeliverable, or we are unable to send an email due to system failures or outages beyond our reasonable control, it is your responsibility to monitor your account for the status of your wire transfer. You may contact us for the status of your wire transfer. These notification methods are deemed to be commercially reasonable. Any other information we may provide upon successfully scheduling a wire transfer is only an indication that we've received your request and not an indication that we've accepted your wire transfer.

4. Identifying Number.

We or any other bank involved in the wire transfer will complete your wire transfer request using the account number or bank identification number you provide, even if the numbers do not match the recipient's or bank's name. ***If you provided us an incorrect account number for the recipient or an incorrect routing or identification number for the recipient's bank, you could lose the amount of the transfer.***

Wire Transfer Agreement - continued

5. Future Dated Wire Transfers.

You may request a future dated (one-time) domestic wire transfer, up to 10 business days from the current business day's cutoff time. You cannot cancel a future dated wire transfer once it has been requested.

6. Foreign Exchange Transfer.

It is our discretion in which foreign currencies we will send wire transfers, and these can change at any time. If you send a wire transfer in a foreign currency, you authorize us to subtract the amount from your account at the exchange rate we offered at the time you requested it. The foreign exchange rates we use are determined by us in our sole discretion.

The exchange rate we use will include a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate may vary among customers depending on your relationship, products with us or the type of transaction being conducted, the dollar amount, type of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.

If your initial request is returned, cancelled or changed, and if you request a new wire transfer, the current exchange rate at the time of the new transaction will apply. If the funds are returned or payment cannot be made for any reason, we will not be liable for more than the amount of the wire transfer at our exchange rate at the time we return the funds to you, less charges taken by any other bank involved in the wire transfer. However, if you requested a Consumer International Wire Transfer additional rights may apply. If you cancel a funds transfer request, other than a cancellation of a Consumer International Wire Transfer within 30 minutes after you authorized us to send it, and it causes a loss or cost to us, we may subtract funds from your account to cover these losses.

If the wire transfer is not in the currency of the recipient's account, the recipient's bank or another processing bank may reject the wire transfer or convert it. If converted, you agree the wire transfer may be converted to a different currency at their exchange rate and may subtract additional fees.

7. Fees and Payment Route.

We may charge a fee when you use this service based on your account agreement or fee schedule in effect when the wire is sent from your account, or for business accounts, based on the terms in effect when your next available account analysis is performed. We may use any funds transfer system we believe reasonable to complete your request, regardless of any instructions you might give us. If we also are the recipient's bank, we may complete your request using an internal transfer. You are responsible for all fees and taxes, including our fees and any fees charged by other funds transfer systems or banks involved in the transfer.

8. Wire Transfer System Rules and Laws.

The use of this service is subject to all applicable U.S. federal and state laws, regulations, rules and wire transfer arrangements, including the respective state's Uniform Commercial Code Article 4A, as may be applicable, which, in the event of a conflict with this Agreement, will govern. All of your wire transfers must comply with U.S. laws, including the regulations and economic sanctions administered by the U.S. Treasury Department's Office of Foreign Asset Control and other applicable laws.

If you make a Consumer International Wire Transfer, it is also subject to additional federal laws and regulations.

9. Indemnification.

You will indemnify us for all claims, expenses, liabilities, and losses (including reasonable legal fees) if you or a third party makes a claim against us for any of our actions or services in this Agreement, unless they prove gross negligence or willful misconduct. You understand this section will survive even if you close your account or this Agreement is terminated.

10. Failure to Perform; Limitation of Liability.

We are only responsible for performing the services specified in this Agreement. Except as otherwise agreed in writing, we are liable only for damages required to be paid as provided under UCC 4A or, to the extent applicable Regulation E, subpart B. Except as required by Regulation E, subpart B, as applicable, we will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any wire transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Any provision of this Agreement that limits the bank's liability does not negate the bank's duty (if any) under applicable law to act in good faith and with reasonable care.

11. Changes to the Agreement.

We may change the terms of this Agreement, including fees and features of this service, at any time. If any change would adversely affect you, we will notify you in advance, unless the change is necessary to comply with a legal requirement.

We may direct you to a branch or to your Chase Private Client banker for the content of any changes or the revised Agreement unless the law requires a different method. Your use of this service after we have made such changes available will be considered your agreement to the change.

12. Contact Us in the Event of an Error.

We will not be responsible for any delays in payment or additional fees caused by your failure to promptly notify us. You will exercise ordinary care to determine whether a wire transfer request we accepted and subtracted from your account was either in error or not authorized. Except for any Consumer International Wire Transfer, in the event of an error or unauthorized wire transfer, you agree to notify us within 30 days after we mail a statement reflecting the transfer or otherwise make such a statement available (for example, paperless statements). You agree that we are entitled to retain payment for a wire transfer unless you notify us within this 30-day period. For additional terms governing Consumer International Wire Transfers, please see the section *Consumer International Wire Transfers*.

13. Consumer International Wire Transfers.

(a) This section contains additional terms applicable only to Consumer International Wire Transfers. This section does not apply to any wire transfer request for delivery to a beneficiary in the United States, to any wire transfer request initiated by a non-consumer, or to any wire transfer request initiated by a consumer for any non-personal, non-family, or non-household purposes. In the event of a conflict between a provision in this section and a provision in the rest of this Agreement, or in the agreement governing your funding account, the provision in this section will control with respect to Consumer International Wire Transfers.

Wire Transfer Agreement - continued

(b) Prior to sending a Consumer International Wire Transfer, we will provide you with certain important disclosures regarding your transaction including, to the extent applicable: the amount that will be transferred to the beneficiary, the amount and description of any fees and taxes imposed by us, the total amount of the transaction, the exchange rate to be used if applicable, the amount of currency to be transferred, the amount and description of any fees imposed by intermediaries or our agents, and the amount that will be received by the beneficiary. In addition to the items above you will also be provided the date the funds are to be made available to the beneficiary, error resolution and cancellation right information and other disclosures. This will be provided either at the time you authorize the wire transfer or on a receipt provided after you've authorized your transaction.

(c) Except as otherwise agreed in writing, we are liable only for damages required to be paid as provided under Regulation E, subpart B or, to the extent applicable, UCC 4A. Except as required by Regulation E, subpart B, we will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any wire transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) You have the right to cancel Consumer International Wire Transfers at no cost to you within 30 minutes after you have authorized us to send it. Please refer to the disclosure we provided to you at the time you authorized the Consumer International Wire Transfer on how to cancel.

(e) If you think there has been an error or problem with your Consumer International Wire Transfer, call us at 1-888-434-3030, visit a Chase branch, or send an account inquiry via Secure Message Center on chase.com.

You must contact us within 180 days of the date we disclosed to you that funds would be made available to the recipient. When you do, please tell us:

- Your name and address;
- The error or problem with the transfer, and why you believe it is an error or problem;
- The name of the recipient, and if you know it, their telephone number or address;
- The dollar amount of the transfer; or
- The confirmation code or number of the transaction

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation and will advise you of any remedies that may be available to you. If no response is received, we will refund your account for the applicable remedies. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

Be aware of wire scams, because once the wire is sent, you may not be able to recover your money.

By providing your signature as authorization, you agree to these terms and conditions, that the wire transfer information in this document is accurate and you authorize us to process this wire transfer.

Recipient Bank's Identifier (ABA/SWIFT): 121000248 Recipient's Account Number: 9919458332

Sender's Signature: _____ Date: _____

Email Address: charles@mlgcounsel.net

Transaction Number (Contact ID): 234826753560001

The Email Address and Transaction Number provided will be used for communication purposes.

Branch / Department Information

Initiated by: JULIA DOMINGUEZ Initiating Branch: Waukegan and ThrPhone: 847-559-9615 Request Time: 10:23:20AM
Wire Transfer: ☐ Approved ☐ Declined Approved/Declined by (Print): _____
Approved/Declined by (Signature): _____ Date: _____
Decline Reason: _____ Comments: _____
Approving Manager (wire amount over limit) _____
Method of Approval (attach required supporting documentation) ☐ Phone call ☐ Email ☐ Other (explain) _____
Wire Tracking Information
FX Contract Number (if applicable) _____

EXHIBIT 3

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

PAUL SCHROTH WOLFE,)
YORKVILLE INVESTMENT I, LLC.,)
a Delaware limited liability company)
GREEN SAPPHIRE HOLDINGS, INC., a Delaware corporation,)
ALPHA CARTA, Ltd., a foreign corporation,)
BREAKERS BEACH CLUB, Ltd., a foreign corporation,)
NORTHSEA, LLC, a Wyoming limited liability company, and)
PRAIRIE PRIVATE TRUST COMPANY LTD.,)
a Cayman Islands company,)

Plaintiffs,)

v.)

Case No: 24-cv-01538

STEVEN E. LOOPER,)
PAUL WHINNERY (a/k/a Paul Schlieve a/k/a Schmidt))
CYBER APP SOLUTIONS Corp. f/k/a Proton Green, LLC,)
a Nevada corporation,)
PROTON GREEN, LLC, a Wyoming limited liability company,)
ROBERT G. BROWNELL (a/k/a Robert Bigelow),)
BNW FAMILY OFFICE, LLC, a Delaware limited liability company,)
NATHAN SMITH,)
ROCKWATER CAPITAL LTD, a Cayman Islands company,)
DAVID HOLDEN,)
MARK MATTHEWS,)
CHARLES MACK,)
DALLAS SALAZAR,)
ROBERT J. BROWNELL,)
SASAGINNIGAK, LLC (f/k/a Overall Builders, LLC),)
a Texas limited liability company,)
GLOBAL CAPITAL PARTNERS, LLC, a Cayman Islands Company,)
GLOBAL CAPITAL PARTNERS, LLC,)
a Delaware limited liability company,)
DUSTIN SPRINGETT,)
TAILWIND, LTD., a Cayman Islands Company,)
ENDEAVOR REAL ESTATE GROUP, LLC.,)
a Texas limited liability company,)
ENDEAVOR OPPORTUNITY PARTNERS III LP,)
a Texas limited partnership,)
CERCO DEVELOPMENT, INC., a Texas corporation,)
OP III ATX Highridge, LP, a Texas domestic limited partnership,)
THE KATUNIGAN COMPANY, a Texas corporation)
and JOHN DOE(S),)
UNIDENTIFIED CO-CONSPIRATOR(S),)

Defendants.)

Hon. John F. Kness

THIRD AMENDED COMPLAINT

Plaintiffs Paul Schroth Wolfe (“Wolfe”), Yorkville Investment I, LLC (“Yorkville”), a Delaware limited liability company, Green Sapphire Holdings, Inc. (“Green Sapphire”), a Delaware corporation, Alpha Carta, Ltd. (“Alpha Carta”), a foreign corporation, Breakers Beach Club, Ltd. (“Breakers”), a foreign corporation, NorthSea, LLC (“NorthSea”), a Wyoming limited liability company, Prairie Private Trust Company, Ltd. (“Prairie Trust”), a foreign corporation (collectively, “Plaintiffs”), by and through their attorneys, Trent Law Firm, P.C., and Patterson

Law Firm, LLC, for their Third Amended Complaint against Defendants Steven E. Looper (“Looper”), Paul Whinnery a/k/a Paul Schlieve a/k/a Paul Schmidt (“Whinnery”), Robert G. Brownell a/k/a Robert Bigelow (“R.G. Brownell”), BNW Family Office, LLC (“BNW”), a Delaware limited liability company, Cyber App Solutions Corp. (“Cyber App”), a Nevada corporation, Proton Green, LLC (“Proton Green”), a Wyoming limited liability company, Nathan Smith (“Smith”), Charles Mack (“Mack”), Dallas Salazar (“Salazar”), Robert J. Brownell (“R.J. Brownell”), Sasaginnigak, LLC f/k/a Overall Builders, LLC (“Sasaginnigak”), a Texas limited liability company, Global Capital Partners, LLC (“Global Capital Cayman”), a Cayman Islands Company, Global Capital Partners, LLC (“Global Capital Delaware”), a Delaware LLC, Rockwater Capital Ltd. (“Rockwater”), a Cayman Islands Company, Tailwind, Ltd (“Tailwind”) a Cayman Islands Company, Endeavor Real Estate Group, LLC (“Endeavor Real Estate”) a Texas Limited liability Company, Endeavor Opportunity Partners III, LP (“Endeavor Opportunity”) a Texas limited liability company, OP III ATX Highridge, LP (“OP Highridge”) a Texas domestic limited partnership, Cerco Development, Inc (“Cerco”) a Texas corporation, The Katunigan Company (“Katunigan”) a Texas corporation, David Holden (“Holden”), Mark Matthews (“Matthews”), Dustin Springett (“Springett”), and John Doe(s) Unidentified Co-Conspirator(s) (“Doe”) (collectively, “Defendants”), state as follows:

NATURE OF THE ACTION

This case epitomizes an intricate scheme of orchestrated fraud, marked by an egregious intersection of unbridled greed, calculated corporate espionage, and the strategic use of third-party agents to mask and perpetuate a vast fraudulent scheme. Spanning unauthorized financial diversions, property misappropriation, calculated defamation, and cyber intrusions, Defendants—including corporate insiders and individuals with a history of documented criminal misconduct—engaged in repeated acts of wire fraud, mail fraud, other forms of fraud, embezzlement, bribery, extortion, money laundering, and obstruction. Central to this conspiracy was the dissemination of a fraudulent complaint (the “Susan Essex Complaint”), leveraged through cyber harassment platforms, violating both civil and criminal statutes. This sustained pattern of predicate acts forms the basis for the Racketeer Influenced and Corrupt Organizations (RICO) claims detailed below.

From 2021 to 2024, Defendants—comprising corporate insiders, career criminals, and accomplices with histories of professional and documented criminal misconduct—engaged in a systematic, organized pattern of racketeering activity. This enterprise, motivated by a collective

ambition to defraud Plaintiffs and obstruct their ability to recover assets, operated under the framework of the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1962(c) and (d). The conspiracy encompassed acts of loan fraud, bank fraud, money laundering, obstruction of justice, defamation, and violations of the Computer Fraud and Abuse Act (CFAA).

Defendants R.G. Brownell, the mastermind, a career criminal with a lengthy history of fraud, including a conviction for conspiracy to commit wire fraud for which he was sentenced to twenty (20) years in prison in connection with a scheme perpetrated by Bielinski Brothers Construction Company, Inc. in Wisconsin, and Whinnery a/k/a Schlieve, who carries a record of methamphetamine trafficking, played leading roles in executing these schemes. They were joined by Defendant Smith, despite prior removals from positions of trust for misconduct, who facilitated unauthorized financial transactions and leveraged corporate espionage to further the scheme. The enterprise was also aided by Defendant Looper, known for his criminal activities, and complicit corporate entities like Defendants Rockwater, Endeavor, and Proton Green, which lent an air of legitimacy to the fraud.

The Defendants' misconduct extended to the manipulation of IOLTA accounts by attorney Mack, who facilitated the rerouting and laundering of funds under the guise of legitimate legal work. By disguising transactions through multiple jurisdictions and employing shell entities, Defendants systematically obscured the origins of funds, deprived Plaintiffs of rightful ownership, and evaded oversight. This multi-layered deception was evident in the fraudulent transfer of property worth tens of millions of dollars, sham real estate transactions, and unauthorized pledges that bypassed consent and undermined Plaintiff's financial security.

Furthermore, the Defendants' scheme was punctuated by unauthorized digital intrusions, including the manipulation of Plaintiffs' protected systems and the dissemination of defamatory material to discredit key individuals. The fraudulent Susan Essex Complaint was not merely a standalone act; it was part of a broader campaign designed to coerce settlements and damage reputations, serving as a tool for economic extortion.

This lawsuit seeks not just restitution, but justice—holding all conspirators accountable for their roles in a calculated, multi-year scheme that has inflicted financial losses exceeding

\$75 million on Plaintiff, disrupted operations, damaged business relationships, and led to extensive investigatory and security costs. Only through judicial intervention can the pattern of racketeering be halted, assets be reclaimed, and justice be served.

PLAINTIFFS

1. Wolfe is an experienced financial services professional and citizen of DuPage County, Illinois, with a decades-long professional association with Co-Plaintiffs. Wolfe is a primary victim of Defendants' coordinated racketeering enterprise, suffering significant financial and reputational damage due to fraudulent schemes, defamation campaigns, and unauthorized digital intrusions orchestrated by Defendants.

2. Yorkville is a Delaware limited liability company with its principal place of business in Wheaton, Illinois, owned by the Prairie Trust, as trustee of Prairie Trust II, a Cayman Islands Trust. The beneficiaries of this entity, identical to those of the Petro Carta Trust, suffered extensive financial losses due to Defendants' fraudulent financial transactions and real estate schemes. It was targeted by Defendants in schemes involving unauthorized financial diversions and asset misappropriation, leading to severe financial harm.

3. Green Sapphire is a Delaware corporation based in Delaware, created to facilitate investment and property acquisition for the benefit of the Petro Carta Trust. It was targeted by Defendants in schemes involving unauthorized financial diversions and asset misappropriation, leading to severe financial harm.

4. NorthSea is a Wyoming limited liability company that serves as the Trustee of the Petro Carta Trust, which benefits a U.S. family. NorthSea's integrity was undermined by fraudulent loans, unauthorized financial arrangements, and concealment strategies deployed by Defendants to control and misappropriate assets.

5. Alpha Carta is a Cayman Islands corporation with its principal business location in Georgetown, Grand Cayman, and serves as an investment and property management entity for the Alpha Carta Trust. It was directly affected by fraudulent asset transfers, sham real estate dealings, and unauthorized transactions that were part of the Defendants' coordinated scheme.

6. Breakers is a Cayman Islands company formed to hold title to the valuable beachfront property in Grand Cayman. It suffered significant losses due to Defendants' unauthorized financial maneuvers, fraudulent invoices, and concealment of funds meant to deprive Plaintiff of rightful asset control.

7. Prairie Trust is a Cayman Islands company that serves as the trustee for the Prairie II Trust and Alpha Carta Trust. Prairie Trust is responsible for managing significant assets held for the benefit of U.S. family beneficiaries and is essential to the financial oversight and fiduciary management within the Plaintiff group.

DEFENDANTS

8. Looper is a convicted felon and resident of Travis County, Texas. Looper is alleged to have engaged in fraudulent schemes and racketeering activities aimed at financial gain through deceptive means.

9. Whinnery, also known as Paul Whinnery or Paul Schmidt, is a resident of Williamson County, Texas. Whinnery has a criminal record, including drug-related offenses, and is implicated in orchestrating fraudulent schemes alongside other Defendants to defraud Plaintiffs.

10. R.G. Brownell, also known as Robert Bigelow, the mastermind of the racketeering enterprise, resides in Travis County, Texas. Brownell is a known felon with a history of financial crimes, who utilized corporate entities and schemes to unlawfully divert funds and property from Plaintiffs.

11. BNW is a Delaware limited liability company with its principal place of business at Northbrook, Illinois, controlled by R.G. Brownell, serving as a vehicle to facilitate the fraudulent activities central to the claims against Defendants.

12. Cyber App, formerly known as Proton Green, is a Nevada corporation and a corporate entity used by Defendants to lend legitimacy to their fraudulent operations.

13. Smith is a U.S. citizen residing in Georgetown, Grand Cayman. Smith has been linked to unauthorized financial transactions and corporate espionage, leveraging access to sensitive information to further Defendants' schemes.

14. Mack is an attorney licensed in Illinois, who misused an IOLTA trust account to conceal fraudulent transactions, aiding Defendants' efforts to launder funds and obscure their illicit origins.

15. Salazar is a resident of Kendall County, Texas, implicated in aiding the fraudulent activities and asset misappropriations conducted by the Defendants.

16. R.J. Brownell, the son of R.G. Brownell, and a resident of Cook County, Illinois, is involved in the coordination and execution of fraudulent schemes directed at Plaintiffs.

17. Sasaginnigak, formerly known as Overall Builders, is a Texas limited liability company co-managed by Whinnery and R.G. Brownell, which was used to facilitate Defendants' fraudulent schemes.

18. Global Capital Delaware is a Delaware limited liability company involved in the misappropriation of funds and facilitation of fraudulent transactions central to Defendants' schemes.

19. Global Capital Cayman is a Cayman Islands limited liability company involved in the misappropriation of funds and facilitation of fraudulent transactions central to Defendants' schemes.

20. Rockwater, based in the Cayman Islands, is used by Defendants to lend legitimacy and facilitate international aspects of the fraudulent enterprise.

21. Endeavor Real Estate is a Texas-based real estate development company implicated in fraudulent transactions tied to multi-family and mixed-use projects.

22. Endeavor Opportunity is a real estate investment fund organized as a Texas limited partnership serving as an investment vehicle used by Defendants to obscure ownership interests and facilitate fraudulent real estate deals.

23. Cerco is a Texas corporation controlled by Endeavor Real Estate, engaged in development management services allegedly used to further Defendants' fraudulent schemes.

24. Springett, a Canadian citizen and a resident of Cayman Islands, upon information and belief, is a principal of Tailwind and represented Global Capital Cayman and Global Capital Delaware in schemes related to the Defendants' enterprise.

25. Tailwind is a Cayman Islands company used by Defendants to obscure the origins and facilitate the transfer of funds as part of the scheme.

26. Holden is a resident of Grand Cayman, Cayman Islands, implicated in Defendants' coordinated efforts to defraud Plaintiffs.

27. Matthews is a resident of Grand Cayman, Cayman Islands, involved in the fraudulent enterprise through his association with other Defendants.

28. OP Highridge is a Texas limited partnership implicated in transactions designed to misappropriate assets and execute sham real estate deals as part of the Defendants' larger scheme.

29. Katunigan, identified as the alter ego of Whinnery, is a Texas corporation that played a role in concealing Defendants' fraudulent activities and diverting funds from Plaintiffs.

30. John Doe(s) Unidentified Co-Conspirator(s) will be identified through discovery as additional parties involved in furthering the RICO enterprise. These unidentified co-conspirators contributed to the continuity of Defendants' fraudulent activities and their concealment from regulatory and legal oversight.

JURISDICTION AND VENUE

31. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331, as Plaintiffs' claims arise under federal law, specifically the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. §§ 1961–1968, and the Computer Fraud and Abuse Act (CFAA), 18 U.S.C. § 1030. These federal statutes provide private rights of action for damages, including treble damages under RICO, and authorize this Court to exercise its jurisdiction to redress the harm caused by racketeering activity and unauthorized computer access. Pursuant to 18 U.S.C. § 1964(a), this Court has the authority to prevent and restrain violations of the RICO Act, while 18 U.S.C. § 1964(c) empowers individuals injured in their business or property by racketeering activity to bring claims in federal court. Supplemental jurisdiction is proper under 28 U.S.C. § 1367(a) because Plaintiffs' state law claims, including fraud, unjust enrichment, conversion, and tortious interference, are so closely related to the federal RICO and CFAA claims that they form part of the same case or controversy under Article III of the U.S. Constitution. Additionally, this Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332(a), as Plaintiffs and Defendants are citizens of different states and foreign jurisdictions, and the amount in controversy exceeds \$75,000, exclusive of interest and costs. Plaintiffs, including Illinois-based individuals and entities, are diverse from Defendants, who are domiciled in other states, including Texas, and foreign entities operating in the Cayman Islands and elsewhere.

32. Venue is proper in the Northern District of Illinois under multiple statutory provisions. First, under 28 U.S. § 1391(b)(2), a substantial part of the events or omissions accounts in this district and employing an Illinois attorney to structure and document financial transactions, launder money through his IOLTA account and to provide a false veneer of legitimacy to their schemes. They also orchestrated fraudulent real estate transactions affecting Illinois property, including the Hale Property in Wheaton, Illinois, and disseminated defamatory statements expressly intended to damage the reputation and financial standing of Illinois-based Plaintiffs. Defendants' wire fraud, bank fraud, money laundering, and cyber harassment caused significant harm in Illinois, and their use of Illinois-based financial

institutions and employment of an Illinois attorney constitutes purposeful availment of the privilege of conducting activities in the state of Illinois. Venue is also proper under 28 U.S.C. § 1391(b)(3), as at least one Defendant is subject to personal jurisdiction in this district, and there is no other district in which this action could be brought against all Defendants. Furthermore, venue is proper under the RICO-specific provisions of 18 U.S.C. § 1965(a) and (b). Section 1965(a) permits venue in any district where a Defendant resides, is found, has an agent, or transacts business, and Defendants, including without limitation, Looper, Whinnery, R.G. Brownell, and Mack, transact substantial business or conduct activities in this district. Under § 1965(b), the ends of justice require that all Defendants, including those outside Illinois, be brought before this Court for a comprehensive resolution of their coordinated racketeering enterprise. Given the interconnected nature of Defendants' conspiracy and the substantial harm inflicted within this district, consolidating all claims and parties here is necessary for an efficient and fair adjudication of Plaintiffs' claims.

33. This Court has personal jurisdiction over Defendants under Rule 4(k)(1)(A) of the Federal Rules of Civil Procedure and constitutional due process principles. Defendants purposefully directed their activities toward Illinois, causing substantial harm to Plaintiffs in this forum. Defendants engaged in predicate acts of racketeering, including wire fraud, bank fraud, money laundering, and defamation, that directly targeted Illinois residents and entities. They intentionally used Illinois-based financial institutions and professionals to perpetrate their fraudulent schemes, demonstrating purposeful availment of this forum's laws and protections. They also manipulated transactions involving Illinois real estate and directed defamatory communications toward Illinois-based Plaintiffs, including Wolfe, with the express intention of causing harm in this district. These activities establish specific jurisdiction under *International Shoe Co. v. Washington*, 326 U.S. 310 (1945), and its progeny, as Defendants' conduct was expressly aimed at Illinois and gave rise to Plaintiffs' claims. Certain Defendants, including R.G. Brownell, engaged in continuous and systematic business activities in Illinois, subjecting them to general jurisdiction here. Additionally, 18 U.S.C. § 1965(b) permits nationwide jurisdiction over all Defendants in a RICO action where the ends of justice so require, allowing this Court to exercise jurisdiction over Defendants located outside Illinois.

34. The harm inflicted by Defendants' actions is substantial and concentrated in Illinois. Plaintiffs suffered financial losses, reputational harm, and business disruptions in this district as a direct result of Defendants' racketeering activities. Defendants orchestrated

fraudulent financial transactions involving Illinois accounts, manipulated property transactions affecting Illinois real estate, and disseminated defamatory content aimed at Illinois residents and businesses. Their use of Illinois-based attorneys, financial institutions, and professionals further ties their conduct to this district. Illinois has a compelling interest in adjudicating this dispute to protect its residents, businesses, and property from harm caused by out-of-state and international actors who intentionally directed their fraudulent activities into this state.

35. The exercise of jurisdiction and venue in this district comports with traditional notions of fair play and substantial justice under *Burger King Corp. v. Rudzewicz*, 471 U.S. 462 (1985). Illinois provides a convenient forum for the resolution of this dispute, as key witnesses, documents, and assets are located here. Judicial efficiency supports consolidating all claims and Defendants in this Court, given the multi-jurisdictional nature of Defendants' racketeering enterprise. The ends of justice, as emphasized by 18 U.S.C. § 1965(b), necessitate the joinder of all Defendants, regardless of their physical location, to address the coordinated nature of their racketeering enterprise and to ensure a comprehensive resolution of the issues.

Global Capital Delaware and Global Capital Cayman

36. Global Capital Delaware was created on September 9, 2022, by BNW and R.G. Brownell from their Northbrook, Illinois headquarters approximately three weeks after the filing of the fraudulent Susan Essex Complaint in Illinois Circuit Court in DuPage County. This timing aligns with the Defendants' orchestration of a broader enterprise to misappropriate Plaintiffs' assets and avoid liabilities.

37. The use of the name Global Capital Delaware demonstrates their intent to impersonate Global Capital Partners Fund LLC, a legitimate private investment fund to facilitate fraudulent transactions, obscure the role of R.G. Brownell, and evade detection by creditors and courts.

38. Between September 2022 and February 2023, Global Capital Delaware deliberately engaged Mack, an Illinois-based attorney, to draft and finalize fraudulent loan agreements, including the Loan and Security Agreement with Green Sapphire, and the fraudulent loan settlement agreement.

39. Mack's services included drafting, revising, and transmitting key documents from his Illinois office. His billing records indicate extensive time spent on these transactions during this period, underscoring Global Capital Delaware's reliance on Illinois-based legal infrastructure to execute its schemes.

40. On February 17, 2023, Global Capital Delaware's Miami attorneys facilitated a wire transfer of \$8.86 million to a Chase Bank IOLTA account in Illinois controlled by Mack. These funds were subsequently laundered and redirected by Mack in furtherance of the fraud.

41. Global Capital Cayman and Global Capital Delaware knowingly misrepresented the terms and execution of the Loan and Security Agreement with Green Sapphire. These misrepresentations included:

- a. Claiming that \$10 million in loan proceeds would be used to support Green Sapphire's legitimate business operations; and
- b. Falsely asserting that all loan proceeds were disbursed to Green Sapphire, when in fact the funds were funneled into an IOLTA account controlled by Mack and thereafter used in furtherance of the association-in-fact criminal enterprise consisting of R.G. Brownell, Mack, Global Capital Delaware and their co-conspirators.

42. Global Capital Delaware collaborated with Mack and other Defendants in Illinois to fabricate documents, including a fraudulent Stock Pledge Agreement and associated UCC-1 financing statements, which further facilitated the theft of funds and Green Sapphire's interest in the shares of Access Management S.A.S., Inc.

43. Global Capital Delaware actions form part of a pattern of racketeering activity involving predicate acts of identity theft, bribery, mail fraud, wire fraud, money laundering, and misrepresentation, in pertinent part, as follows:

- a. Global Capital Delaware, as an alter ego of BNW, conspired with R.G. Brownell and Mack to impersonate officers of Green Sapphire in communications with attorneys and financial institutions to mislead stakeholders and secure unauthorized transfers; and
- b. Global Capital Delaware's transactions involved complex layering of funds through offshore accounts to obscure their origins and evade scrutiny.

44. Global Capital Delaware's reliance on Illinois-based resources included:

- a. Utilizing Mack's Illinois office for the drafting, revision, and execution of fraudulent loan documents which was central to the scheme; and

- b. Completing electronic transfers of immediately available funds through Mack’s Chase Bank in Illinois-based IOLTA account, including the initial receipt and redistribution of immediately available funds in the amount of approximately \$8.86 million on February 17, 2023.

45. Global Capital Delaware’s direct engagement with Illinois residents and institutions establishes sufficient jurisdictional ties under Illinois’ long-arm statute and supports claims of purposeful availment.

46. On or about May 7, 2024, Global Capital Delaware was converted into Global Capital Cayman with the intent to manufacture a pretext for claiming lack of specific personal jurisdiction in Illinois.

47. Global Capital Delaware’s and Global Capital Cayman’s actions directly caused the following damages:

- a. Financial Losses that Plaintiffs suffered causing over \$1 million in damages;
- b. Reputational Harm that Plaintiffs’ standing in the business community was significantly harmed by the fallout from Global Capital Delaware’s and Global Capital Cayman’s fraudulent actions;
- c. The attempted conversion of Access Management SA into a Florida corporation named Access Management S.A.S., Inc. and the defective strict foreclosure of the alleged secured interest in Green Sapphire’s shares of Access Management S.A.S., Inc. created confusion over the identity of the true owner of the real property located in St. Barth that until April 2022 was clearly owned by Green Sapphire; and
- d. Operational Disruption that Plaintiffs faced substantial operational and legal costs to investigate and address Global Capital Delaware’s and Global Capital Cayman’s fraudulent activities and confirm Green Sapphire’s continuing ownership of the shares of Access Management S.A.S., Inc.

Looper

48. Looper, who was the CEO of Proton Green, orchestrated and participated in fraudulent schemes that relied on Illinois-based attorney Mack, and his office in Illinois to draft

and execute key documents. These documents include the fraudulent Susan Essex Complaint and Loan and Security Agreement between Global Capital Delaware and Green Sapphire.

49. Looper's action in setting up the cyber harassment website which republished the Susan Essex Complaint directly injured and damaged Plaintiffs with significant ties to Illinois, including Wolfe, NorthSea, and Green Sapphire, which conducted substantial business operations within the state.

50. Looper, acting in concert with Whinnery, Mack, R.G. Brownell, and other defendants, purposely availed himself of the privilege of conducting activities in Illinois including using Mack's IOLTA account to launder money for the benefit of Proton Green, and legal services to establish the cyber harassment websites in order to help facilitate the fraudulent transactions involving Proton Green and Alpha Carta.

51. Upon information and belief, Looper and Salazar participated in communications, including teleconferences and email exchanges with Mack and R.G. Brownell to conspire among themselves and conceive a scheme to form an association-in-fact criminal enterprise designed to defraud and extract assets from Illinois-based Plaintiffs and related parties.

52. Between May 2023 and September 2023, Looper attended or facilitated discussions with Mack and R.G. Brownell in Illinois and Smith and Rockwater in the Cayman Islands to engineer the fraudulent loan settlement agreement between Proton Green and Alpha Carta that was central to the racketeering enterprise.

53. Looper played a direct role in authorizing and coordinating the transfer of funds obtained from Matthews and Holden through the Illinois-based IOLTA account managed by Mack, including an approximately \$2.9 Million wire transfer on or about August 19, 2023, which was laundered and misappropriated by Mack for the benefit of Proton Green on August 23, 2023.

54. These fraudulent electronic transfers of funds were deliberately directed towards Illinois and depended on the abuse of an IOLTA account at Chaser Bank in Illinois controlled by Mack and were falsely represented as a loan to Breakers but were instead diverted by Mack to an offshore account to further the fraudulent loan settlement scheme.

55. Looper's activities directed to Illinois furthered the broader conspiracy by collaborating with other Defendants to create and operate cyber harassment websites as part of the racketeering conspiracy. These actions involved predicate acts tied to the use of Chase Bank in Illinois and the IOLTA account controlled by Mack. Specifically, Looper was involved in drafting and filing the Susan Essex Complaint, publishing defamatory statements on the websites, and orchestrating the creation, execution,

and enforcement of fabricated loan settlement agreements between Proton Green and Alpha Carta, along with related documents.

56. Looper purposely directed his activities to Illinois by participating in a conspiracy to defame Illinois-based entities and officers of Illinois-affiliated organizations through the cyber harassment website described below. Looper's actions also included conspiring with Mack in making misrepresentations to Chase Bank in Illinois regarding the source and ownership of funds credited to the IOLTA account controlled by Mack, intending to defraud Breakers, Alpha Carta, and related parties.

Mack

57. Mack is a licensed attorney and a resident of Illinois. He operates a law office in Northbrook, Illinois, and which, upon information and belief, also was the office of BNW and served as the operational hub for the racketeering enterprise that is the subject of this complaint.

58. Mack drafted and executed key documents from his Illinois office, including:

- a. The Loan and Security Agreement between Global Capital Delaware and Green Sapphire;
- b. Associated documents such as UCC-1 financing statements and Stock Pledge Agreements;
- c. The loan settlement agreement between Proton Green and Alpha Carta;
- d. The loan settlement agreement by and among Breakers, Matthews, and Holden; and
- e. The documents relating to the attempted conversion of Access Management SA into a Florida corporation named Access Management S.A.S., Inc.

59. These documents were intentionally designed to defraud Plaintiffs and misappropriate funds and assets in furtherance of the racketeering enterprise.

60. Mack, while intentionally creating the false appearance and was portraying himself as the attorney for Green Sapphire, Yorkville, Alpha Carta, and Breakers, Ltd., was in fact representing multiple Co-Defendants, including R.G. Brownell, BNW, Looper, Proton Green, Global Capital Delaware and Global Capital Cayman, Smith, Springett, Holden, Matthews, Rockwater, and Tailwind. Using his Illinois office, Mack facilitated fraudulent

schemes orchestrated by these parties and misappropriated funds, further exacerbating the harm to the Plaintiffs in furtherance of the racketeering enterprise.

61. Mack participated in frequent teleconferences, emails, and meetings with R.G. Brownell, Salazar, Looper, Smith, Springett, Whinnery, and other co-conspirators to finalize and execute fraudulent agreements.

62. Mack's Illinois-based office served as the location for:

- a. Drafting, revising, and transmitting fraudulent documents; and
- b. Conducting communications with Illinois-based financial institutions, by issuing wire transfer payment orders to Illinois Chase Bank Branch.

63. Mack maintained consistent communication with other conspirators, facilitating the planning and coordination of fraudulent activities, and played a significant role in devising and implementing fraudulent agreements and wire transfers for the purpose of, in pertinent part, laundering money critical to the enterprise's operations.

64. From his Illinois office, Mack utilized his attorney license and IOLTA account to draft, revise, and transmit fraudulent transaction documents and wire transfers, coordinating with financial institutions to further the racketeering conspiracy. As a licensed attorney, Mack's deliberate and calculated actions, including advising co-conspirators on structuring and documenting fraudulent transactions to give them an appearance of legitimacy, were pivotal in advancing the enterprise's common purpose to deceive and defraud the Plaintiffs.

BNW

65. BNW, through its sole member R.G. Brownell, orchestrated a conspiracy with Salazar, Endeavor, Mack, Looper, Proton Green, Global Capital Delaware and Global Capital Cayman, Smith, Springett, Rockwater, and Tailwind to carry out a series of unlawful acts using Northbrook, Illinois, as the operational hub of their racketeering enterprise.

66. Operating from its shared headquarters with Mack in Northbrook, BNW leveraged Mack's legal expertise and Illinois-based resources to draft fraudulent agreements, execute financial transactions, and coordinate communications critical to advancing the enterprise's illegal objectives.

67. Upon information and belief, BNW was the owner of one hundred percent (100%) of the LLC membership interests of Global Capital Delaware from September 9, 2022,

until January 29, 2023, when BNW assigned one hundred percent (100%) of the membership interest of Global Capital Delaware to Hi-Point SPV Ltd.

68. Under R.G. Brownell's control, BNW, alongside its co-conspirators, convened regularly by phone in Mack's conference room in Northbrook to strategize and finalize fraudulent contracts, including the formation of Global Capital Delaware, the Loan and Security Agreement dated February 2, 2023, UCC-1 financing statements, Stock Pledge Agreements, and Loan Settlement Agreements.

69. R.G. Brownell was the mastermind of and directed these efforts, just like he did in the fraud scheme he perpetrated against Bielinski Brothers Construction Company in the early 2000s for which he received the maximum sentence of twenty (20) years in prison. Attached as **Group Exhibit A** is a True and Correct Copy of Brownell's Superseding Information, signed Plea Agreement in United States v. Brownell, and Sentencing Minutes.

70. R.G. Brownell ensured that the fraudulent documents were carefully constructed to facilitate the money laundering and the misappropriation of funds while providing an air of legitimacy to the enterprise's activities. Upon information and belief, Salazar and Endeavor collaborated with BNW in these activities, working with Mack and R.G. Brownell to draft and transmit agreements that furthered the racketeering conspiracy.

71. Upon information and belief, Looper, Proton Green, Global Capital Delaware and Global Capital Cayman, Smith, Springett, Rockwater, and Tailwind played supporting roles, coordinating additional aspects of the fraud under R.G. Brownell's direction.

72. From Northbrook, Illinois, BNW also engaged in fraudulent communications targeting Illinois-based Plaintiffs and financial institutions. Acting through R.G. Brownell and Mack, BNW conducted teleconferences, emails, and in-person meetings designed to misrepresent the legitimacy of financial transactions, falsify inspection reports, and fabricate critical dates memoranda. These communications were integral to the enterprise's ability to defraud Plaintiffs, including Yorkville and Green Sapphire.

73. BNW's operations from Northbrook, Illinois, were central to its targeting of Illinois-based Plaintiffs. Under R.G. Brownell's direction, the enterprise misrepresented the condition of assets, such as the Hale Property, through fabricated inspection reports, causing significant financial harm and reputational damage to Illinois-based Plaintiffs. These actions, coordinated and executed from Illinois, underscore BNW's intentional use of Illinois as the

geographical and operational center of this association-in-fact racketeering enterprise.

Cyber App and Proton Green

74. Cyber App, as the successor and parent company of Proton Green, retained Illinois-based attorney Mack to draft and finalize documents essential to fraudulent loan agreements and related financial transactions. Acting through its subsidiary, Proton Green, Cyber App exploited Illinois-based legal and financial resources to orchestrate and facilitate its racketeering enterprise.

75. Mack's Illinois office served as the operational hub for preparing and transmitting fraudulent agreements on behalf of Cyber App and its subsidiary, Proton Green, including the Forbearance Agreement with Alpha Carta. These agreements were deliberately structured to conceal the fraudulent nature of the enterprise's activities.

76. Cyber App and its subsidiary, Proton Green, misused Mack's Illinois-based IOLTA trust account to launder, misappropriate, and redirect funds, including \$2.9 million in loan proceeds funneled through the account specifically to include:

- a. Cyber App and Proton Green orchestrated the diversion of \$2.75 million of the \$2.9 million, of which at least \$2 million was transferred to offshore accounts controlled by co-conspirators for the benefit of Proton Green; and
- b. These transactions were fraudulently portrayed as legitimate business dealings while being executed to further the broader fraudulent scheme.

77. The actions of Cyber App and Proton Green, as parent and subsidiary entities, were specifically designed to target and defraud Illinois-based Plaintiffs, causing significant financial harm and reputational damage to their businesses.

78. Acting through Mack and other Illinois-based co-conspirators, Cyber App and Proton Green fabricated documents, misled Illinois-based Plaintiffs, and orchestrated fraudulent transactions and fund transfers under false pretenses.

79. Cyber App relied on its subsidiary, Proton Green, as well as Illinois-based resources, including Mack's legal expertise and Illinois financial systems, to execute and obscure the enterprise's fraudulent activities. The Northbrook, Illinois office served as the central location for drafting, transmitting, and concealing fraudulent agreements and transactions.

80. Mack's role as an Illinois attorney was indispensable to Cyber App's ability to

formalize, coordinate, and conceal the fraudulent transactions executed by itself and Proton Green as part of the broader scheme.

R.G. Brownell

81. R.G. Brownell, operating from Northbrook, Illinois, retained Illinois-based attorney Mack to draft and execute fraudulent documents related to the Hale Property transaction. These documents included fabricated inspection reports and falsified purchase agreements that misrepresented the property's condition and value, with the specific intent to deceive Illinois-based Plaintiffs, including Yorkville.

82. R.G. Brownell actively participated in teleconferences and email exchanges with Mack and Illinois-based Plaintiffs to perpetuate the fraud. From his Illinois headquarters, he directed communications that misrepresented the structural integrity and market value of the Hale Property. These communications were central to inducing Plaintiffs to rely on the fraudulent agreements.

83. Acting in concert with Mack, R.G. Brownell authorized the diversion of funds through Mack's Illinois-based IOLTA trust account. These funds, which included proceeds from the fraudulent Hale Property transaction, were disguised as consulting fees and subsequently laundered through offshore accounts controlled by R.G. Brownell's co-conspirators. The use of Illinois financial institutions was instrumental in facilitating these transactions. R.G. Brownell's actions mirror those for which he was convicted earlier in Bielinski.

84. R.G. Brownell worked closely with Mack to draft and finalize false agreements and filings from Mack's Illinois office. These documents, including fraudulent UCC-1 financing statements, Stock Pledge Agreements, and Loan and Security Agreements, were designed to create a façade of legitimacy while enabling the misappropriation of funds owed to Illinois-based Plaintiffs.

85. R.G. Brownell's orchestration of these fraudulent activities from Illinois caused direct and substantial harm to Illinois-based Plaintiffs. This harm included:

- a. Financial losses resulting from the misappropriation of funds routed through Mack's Illinois-based trust account;
- b. Reputational harm to Illinois-based businesses due to R.G. Brownell's misrepresentations and fraudulent actions;
- c. Operational disruptions, as Plaintiffs expended significant resources investigating and addressing the fraud; and

- d. Consequential damages in the form of attorney's fees incurred
in litigation caused by R.G. Brownell's conduct.

86. By directing fraudulent transactions, coordinating the preparation of false documents in Illinois, and targeting Illinois-based Plaintiffs, R.G. Brownell purposefully availed himself of Illinois's legal and financial infrastructure. His deliberate reliance on Illinois resources establishes sufficient minimum contacts for this Court's jurisdiction.

Smith and Rockwater

87. Smith and Rockwater played pivotal roles in the racketeering enterprise, collaborating with Illinois-based co-conspirators, including attorney Mack, BNW, and R.G. Brownell to execute fraudulent financial transactions and fabricate documents that directly targeted Illinois-based Plaintiffs. Their actions were intentionally directed at Illinois, leveraging the state's legal and financial infrastructure to facilitate the enterprise's fraudulent schemes.

88. Smith, acting on behalf of Rockwater was intimately involved with Mack who prepared fraudulent filings including UCC-1 financing statements and the Pledge and Security Agreement dated February 16, 2023 (Stock Pledge Agreement), targeting Illinois-based Plaintiffs, including Yorkville and Green Sapphire. These documents were prepared at Mack's Illinois office and were critical to misrepresenting Plaintiffs' financial obligations and concealing the fraudulent nature of the transactions.

documents were specifically directed to Illinois-based Plaintiffs and ensure the misappropriation of funds.

89. Upon information and belief, between May 2022 and September 2023, Smith and Rockwater actively participated in the fraudulent restructuring of debts owed to Proton Green and Alpha Carta. These transactions relied on false agreements, fabricated in Mack's Illinois office, that misrepresented the source and use of funds credited to Mack IOLTA's Account. The documents were specifically directors to Illinois-based Plaintiffs and ensure the misappropriation of funds.

90. On Smith's and/or Rockwater's instructions, immediately available funds in the amount of \$2.9 million were electronically transferred from an account controlled by the attorneys for Matthews and Holden at a bank in the Cayman Islands to Chase Bank in Illinois for credit to Mack's IOLTA account. This transfer demonstrates their deliberate use of Illinois financial systems to launder and misappropriate funds. Smith and Rockwater were fully aware that the funds would be laundered and diverted to an offshore account controlled by Smith's and

Mack's co-conspirators.

91. Rockwater, acting through Smith, relied on Mack's Illinois office for the drafting, execution, and transmission of key documents necessary to further the fraudulent scheme. These included fabricated Loan and Security Agreements, the Stock Pledge Agreement, and Loan Settlement Agreements.

92. Smith and Rockwater engaged in regular communications with Mack, originating from Illinois, to coordinate the flow of funds, and the drafting and execution of fraudulent agreements. These communications, including email correspondence and teleconferences, targeted Illinois-based Plaintiffs and financial institutions. By directing these communications to Illinois, Smith and Rockwater established ongoing and purposeful contacts with the state.

93. The funds central to this dispute were transferred into and managed through Mack's Illinois-based IOLTA account. This account served as the conduit for the misappropriation and laundering of proceeds tied to the fraudulent activities of Smith and Rockwater. By relying on Illinois-based financial systems, they tied their actions directly to Illinois.

94. The fraudulent activities orchestrated by Smith and Rockwater caused substantial harm to Illinois-based Plaintiffs, including:

- a. Financial losses exceeding \$2.9 million, routed through Illinois financial institutions;
- b. Reputational harm to Illinois-based businesses due to misrepresentations about the legitimacy of financial transactions; and
- c. Operational disruptions, as Plaintiffs were forced to expend resources investigating and mitigating the effects of the fraudulent scheme.

95. By wiring funds to Illinois, directing the preparation of fraudulent documents in Illinois, and engaging in communications targeting Illinois-based Plaintiffs, Smith and Rockwater purposefully availed themselves of Illinois jurisdiction. Their use of Illinois's legal and financial infrastructure, as well as the harm they caused to Illinois-based Plaintiffs, establishes sufficient minimum contacts to subject them to this Court's jurisdiction.

Salazar

96. Salazar was an integral participant in the racketeering enterprise, knowingly

benefiting from and facilitating fraudulent financial transactions that relied on Illinois-based legal and financial systems.

97. Salazar directly received from Mack's Chase Bank IOLTA account \$750,000 of the \$2.9 million in funds that Matthew's and Holden's attorney funneled through Mack's Illinois-based IOLTA trust account at Chase Bank. By using Illinois financial infrastructure to access and misappropriate these funds, Salazar purposefully directed his actions toward Illinois.

98. Salazar actively engaged in communications with Mack and other co-conspirators to coordinate the transfer, concealment, and misappropriation of funds targeting Illinois-based Plaintiffs. These communications included emails and teleconferences involving Mack's Illinois office, further tying Salazar's activities to Illinois.

99. Acting in concert with Mack, R.G. Brownell, BNW, Looper, Proton Green, and other Defendants, Salazar participated in the creation, execution, and transmission of fabricated agreements and documents designed to mislead Illinois-based stakeholders and financial institutions. These fraudulent agreements, prepared and transmitted through Mack's Illinois office, including the false Loan and Settlement Agreement between Proton Green and Alpha Carta.

100. By benefiting from funds processed through Illinois financial institutions, participating in fraudulent communications targeting Illinois-based Plaintiffs, and relying on documents drafted and transmitted from Illinois, Salazar purposefully availed himself of the privilege of conducting business in Illinois jurisdiction. His use of Illinois's legal and financial infrastructure establishes sufficient minimum contacts to subject him to this Court's jurisdiction.

101. Salazar's fraudulent activities caused significant harm to Illinois-based Plaintiffs, including:

- a. Financial losses resulting from the misappropriation of \$750,000 of the loan proceeds;
- b. Reputational damage to Illinois-based businesses caused by fraudulent filings and communications; and
- c. Operational disruptions and costs incurred by Plaintiffs to investigate and address the fraudulent transactions.

102. Through his deliberate participation in the racketeering enterprise, Salazar played a critical role in orchestrating and benefiting from fraudulent activities that depended on Illinois-

based resources. His actions, in conjunction with Mack and other co-conspirators, underscore his direct and substantial connection to Illinois, making Illinois the appropriate jurisdiction for this matter.

R.J. Brownell

103. R.J. Brownell was a key participant in the racketeering enterprise, directly engaging in fraudulent activities from Illinois and in coordination with Illinois-based co-conspirators, including Mack. From his shared operational base in Northbrook, Illinois, Brownell facilitated the preparation and execution of fraudulent documents and the misappropriation of funds targeting Illinois-based Plaintiffs, establishing his jurisdictional ties to Illinois.

104. Acting under the direction of his father, R.G. Brownell, and alongside Mack, R.J. Brownell participated in the drafting and execution of critical fraudulent documents, including the Guaranty of Payment by BNW dated February 2, 2023. These documents, upon information and belief, were prepared in Mack’s Illinois office, misrepresented material facts and were integral to the fraud.

105. Upon information and belief, R.J. Brownell actively participated in teleconferences and email correspondence with Mack and other Illinois-based co-conspirators to coordinate the flow of funds and execution of fraudulent agreements. These communications, originating from Illinois, included false representations about the need for asbestos remediation of the Hale Property.

106. R.J. Brownell also worked with Mack to fabricate inspection reports and property-related documents targeting Illinois-based assets, including the Hale Property owned by Yorkville. These fabricated reports, transmitted from Mack’s Illinois office, were used to misrepresent the condition of the Hale Property, facilitating the misappropriation of funds and causing significant harm to Illinois-based Plaintiffs.

107. The fraudulent actions of R.J. Brownell caused substantial harm to Illinois-based Plaintiffs, including:

- a. Financial losses exceeding \$50,000 due to misappropriated funds routed through Illinois-based accounts;
- b. Reputational harm to Illinois-based businesses caused by false filings and misrepresentations;
- c. Operational disruptions and significant costs incurred by Plaintiffs to investigate and address the fraudulent transactions; and

- d. Consequential damages in the form of attorney's fees incurred in litigation arising out of and related to the Hale Property.

Sasaginnikak f/k/a Overall Builders, LLC

108. Sasaginnigak played a significant role in the racketeering enterprise, actively participating in fraudulent financial transactions and fabricating documents designed to target Illinois-based Plaintiffs. Through its direct reliance on Illinois legal and financial resources, Sasaginnigak purposefully tied its actions to Illinois, making this state the appropriate jurisdiction for this matter.

109. Sasaginnigak engaged in frequent communications with Mack and other Illinois-based co-conspirators to coordinate the execution of fraudulent agreements and financial transactions. These communications, including email correspondence and teleconferences, targeted Illinois-based Plaintiffs and financial institutions, further embedding the fraudulent activities within Illinois.

110. Sasaginnigak was directly involved in fabricating inspection reports and related property documents targeting Illinois-based assets, including the Hale Property. These documents, transmitted from Mack's Illinois office, misrepresented the condition and value of the property, causing substantial financial harm to Illinois-based Plaintiffs, such as Yorkville.

111. Sasaginnigak's fraudulent actions caused significant harm to Illinois-based Plaintiffs, including:

- a. Financial losses exceeding \$50,000, misappropriated through Mack's Illinois trust account;
- b. Reputational harm to Illinois-based businesses caused by fraudulent filings and misrepresentations;
- c. Operational disruptions and costs incurred by Plaintiffs to investigate and mitigate the fraudulent activities; and
- d. Consequential damages in the form of attorney's fees incurred in litigation arising out of and related to the Hale Property.

112. By directing funds to Illinois, utilizing Mack's Illinois office for the preparation and transmission of fraudulent documents, and engaging in communications targeting Illinois-based Plaintiffs, Sasaginnigak purposefully availed itself of Illinois jurisdiction. Its reliance on Illinois resources and the harm caused to Illinois Plaintiffs establish sufficient minimum contacts

to subject it to this Court's jurisdiction.

Endeavor Real Estate, Endeavor Opportunity, Cerco, and OP Highbridge

113. In January 2022, Cerco entered into a development agreement with Terra Carta being paid \$80,000 per month, to facilitate the development of approximately 334 acres of real property located in Cedar Park, Texas ("Cedar Park Property").

114. In March 2023, upon information and belief, these Defendants engaged in a scheme involving a fraudulent \$98 million purchase agreement drafted by Illinois-based attorney Mack. The agreement, which facilitated the purported purchase of the Cedar Park Property by TRT Capital Group LLC, a Delaware limited company, demonstrates significant ties to Illinois through the use of Illinois-based legal services and resources to perpetrate the fraudulent enterprise. This use of Illinois resources constitutes predicate acts of wire fraud under 18 U.S.C. § 1343, as Mack transmitted fraudulent documents and communications originating in Illinois to further the scheme.

115. In March 2023, Mack drafted the fraudulent \$98 million purchase agreement of which the Cedar Park Property was to be purchased by a Delaware limited company named TRT Capital Group LLC for the price of approximately \$98 million. As the developer for the Cedar Park Property, Endeavor Real Estate knew or should have known about the \$98 million purchase agreement and that it was fraudulent. Between April 2023 and August 31, 2023, this fraudulent purchase agreement was terminated without notice to the beneficial owners of Green Sapphire and Terra Carta, further exemplifying the Defendants' concealment of material facts and participation in a racketeering enterprise.

116. In August 2023, Endeavor entered into a letter of intent agreement with Terra Carta relating to the purchase of Cedar Park Property for the price of \$45 million. This substantial undervaluation was based on fabricated reports and communications involving Illinois-based co-conspirators, including Mack, and constitutes further acts of wire and mail fraud under 18 U.S.C. §§ 1341 and 1343.

117. In January 2024, Endeavor Real Estate acquired this property for approximately \$39 million, which constitutes about one-third of its fair market value, underscoring a pattern of fraudulent activity that leveraged the initial development agreement and purchase framework. This transaction was facilitated by the use of fraudulent documents drafted and transmitted from Mack's Illinois office, directly tying the Defendants to Illinois.

118. This conduct directly connects the Defendants to Illinois, demonstrating a

deliberate exploitation of Illinois resources in furtherance of their fraudulent enterprise. The use of Illinois-based legal services to draft and transmit fraudulent agreements constitutes predicate acts of wire fraud under 18 U.S.C. § 1343 and supports jurisdiction under 18 U.S.C. § 1965(b).

119. By utilizing Illinois-based legal services to structure and document fraudulent transactions, the Defendants established a clear nexus with Illinois. This connection forms a sufficient basis for jurisdiction over the Defendants in Illinois courts, as their actions intentionally involved Illinois resources and facilitated harm extending beyond state boundaries.

120. Endeavor Real Estate, Endeavor Opportunity, Cerco , and OP Highbridge were active participants in the racketeering enterprise, working in coordination with Illinois-based co-conspirators, including Mack and R.G. Brownell, to execute fraudulent financial transactions and fabricate documents. Their actions relied extensively on Illinois legal and financial infrastructure, directly targeting Illinois-based Plaintiffs and establishing this Court’s jurisdiction.

121. The fraudulent actions orchestrated by these entities caused substantial harm to Illinois-based Plaintiffs, including:

- a. Financial losses exceeding \$50 million;
- b. Reputational damage to Illinois-based businesses due to misrepresented property values and financial obligations; and
- c. Operational disruptions and substantial costs incurred by Illinois Plaintiffs to investigate and mitigate the effects of the fraudulent transactions.

122. The negotiation, amendment, signature collection, approval, and processing of contracts from Illinois were integral to the execution of the fraudulent scheme. These intentional activities targeting Illinois-based Plaintiffs establish sufficient minimum contacts with Illinois. By wiring funds to Illinois, utilizing Mack’s Illinois office to prepare and transmit fraudulent documents, and targeting Illinois-based Plaintiffs with misrepresentations and fraudulent agreements, Endeavor Real Estate, Endeavor Opportunity, Cerco , and OP Highbridge purposefully availed themselves of Illinois jurisdiction. Their direct use of Illinois legal and financial systems and the harm they caused to Illinois Plaintiffs support this Court’s exercise of jurisdiction.

Springett and Tailwind

123. Springett and Tailwind were central participants in the racketeering enterprise, working in coordination with Illinois-based co-conspirators, including Mack and Smith, to execute fraudulent financial transactions and fabricate documents that targeted Illinois-based Plaintiffs. Their purposeful engagement with Illinois resources establishes a clear basis for jurisdiction in Illinois.

124. Springett, acting on behalf of Tailwind directed Mack to prepare and execute key fraudulent documents, including fabricated UCC-1 financing statements, Loan and Security Agreements, and Stock Pledge Agreements. These documents were drafted and finalized in Mack's Illinois office and were instrumental in concealing the fraudulent nature of the enterprise's transactions while misrepresenting the financial obligations of Illinois-based Plaintiffs, such as Yorkville and Green Sapphire. This conduct constitutes predicate acts of wire fraud under 18 U.S.C. § 1343, as the fraudulent documents were transmitted through interstate electronic communications to further the racketeering enterprise.

125. Between June 2022 and August 2023, Springett and Tailwind participated in multiple financial transactions processed through Mack's Illinois-based IOLTA trust account at Chase Bank. These transactions included a \$2.9 million wire transfer that was disguised as legitimate loan proceeds but was, in reality, laundered and misappropriated for the benefit of Springett, Tailwind, and other co-conspirators. These acts also constitute predicate acts of money laundering under 18 U.S.C. § 1956(a), as the funds were transferred to conceal their illicit origins.

126. Springett and Tailwind relied on Mack's Illinois office to draft and transmit fabricated agreements necessary to facilitate the fraudulent restructuring of debts owed to Illinois-based Plaintiffs. These agreements misrepresented loan terms, disbursement schedules, and repayment obligations. By utilizing Illinois-based legal services, Springett and Tailwind directly availed themselves of Illinois resources. This conduct demonstrates a calculated effort to perpetuate mail and wire fraud under 18 U.S.C. §§ 1341 and 1343.

127. Both Springett and Tailwind engaged in frequent communications with Mack and other Illinois-based co-conspirators to coordinate fraudulent transactions. These communications, including email correspondence and teleconferences, targeted Illinois-based Plaintiffs and financial institutions. The correspondence included specific misrepresentations designed to induce reliance on fraudulent agreements, further tying Springett and Tailwind to Illinois. These

actions constitute predicate acts of wire fraud under 18 U.S.C. § 1343, as they were conducted through electronic means to execute the racketeering scheme.

128. Springett, acting on behalf of Tailwind played a direct role in authorizing and overseeing the transfer of funds into and through Mack’s Illinois-based IOLTA account. These transfers were central to the misappropriation and laundering of loan proceeds. By directing these funds into Illinois financial systems, Springett and Tailwind deliberately tied their activities to Illinois. The use of Illinois-based financial systems for laundering funds also constitutes predicate acts under 18 U.S.C. § 1956(a).

129. Tailwind under Springett’s direction, collaborated in the creation of fabricated inspection reports and related documents that targeted Illinois-based assets, including the Hale Property. These reports, prepared and transmitted from Mack’s Illinois office, misrepresented the condition and value of the property, resulting in financial harm to Illinois-based Plaintiffs, including Yorkville. This conduct constitutes predicate acts of mail fraud under 18 U.S.C. § 1341, as false documents were distributed in furtherance of the fraudulent enterprise.

130. The fraudulent activities of Springett and Tailwind caused substantial harm to Illinois-based Plaintiffs, including:

- a. Financial losses exceeding \$2.9 million, routed through Mack’s Illinois trust account;
- b. Reputational damage to Illinois businesses, stemming from the dissemination of fraudulent documents and communications; and
- c. Operational disruptions and significant costs incurred by Illinois-based Plaintiffs to investigate and address the fraudulent transactions.

131. By wiring funds to Illinois, utilizing Mack’s Illinois office for the preparation and transmission of fraudulent documents, and engaging in communications targeting Illinois-based Plaintiffs, Springett and Tailwind purposefully availed themselves of Illinois jurisdiction. Their reliance on Illinois resources and the harm caused to Illinois-based Plaintiffs firmly establishes this Court’s jurisdiction over their actions.

Holden and Matthews

132. Holden and Matthews deliberately directed their actions toward Illinois as part of their roles in the racketeering enterprise. Operating from the Cayman Islands, they engaged in

transactions and communications purposefully tied to Illinois legal and financial systems, establishing a substantial connection to the state. Their actions included predicate acts of wire fraud under 18 U.S.C. § 1343 and money laundering under 18 U.S.C. § 1956, as their fraudulent activities relied heavily on Illinois-based resources.

133. Holden and Matthews were involved in the authorization and facilitation of wire transfers directed to an Illinois-based IOLTA account held by Mack at Chase Bank in Illinois. On or about August 19, 2023, they approved the transfer of \$2.9 million in purported loan proceeds to Mack's account. The choice of an Illinois-based financial institution as the destination for these funds demonstrates their purposeful availment of Illinois's financial infrastructure. These funds were subsequently misappropriated and laundered for the benefit of Holden, Matthews, and other co-conspirators, constituting predicate acts of money laundering under 18 U.S.C. § 1956(a)(1).

134. Matthews and Holden engaged in direct email correspondence with Mack in Illinois to coordinate the use and distribution of the loan proceeds. These communications included specific requests for confirmation regarding the application of funds held in Mack's Illinois-based trust account. By engaging in repeated communications with an Illinois attorney regarding Illinois-based transactions, they created direct and ongoing interactions with the state. This conduct also constitutes predicate acts of wire fraud under 18 U.S.C. § 1343.

135. In response to inquiries from Matthews and Holden, Mack provided Illinois-based responses that further tied the transactions to Illinois. This correspondence, facilitated through Mack's Illinois office, was critical in enabling the flow of funds into Illinois and their subsequent diversion as part of the fraudulent scheme. These acts further establish a pattern of racketeering activity involving Illinois under 18 U.S.C. § 1961.

136. Both Holden and Matthews relied on Mack's Chase Bank IOLTA Account in the Illinois office to draft and transmit key documents essential to the racketeering enterprise. These documents, including fabricated loan agreements, were executed to misappropriate funds and conceal the fraudulent nature of the transactions. By utilizing Illinois-based legal services, Holden and Matthews ensured that Illinois resources were integral to the enterprise's operations. This conduct constitutes predicate acts of wire fraud under 18 U.S.C. § 1343 and mail fraud under 18 U.S.C. § 1341.

137. Holden and Matthews also directed fraudulent communications targeting Illinois-based Plaintiffs. These communications, which included false representations regarding the

purpose and disbursement of loan proceeds, were aimed at inducing reliance by Illinois-based Plaintiffs, including Yorkville and Green Sapphire. These misrepresentations directly contributed to the Plaintiffs' financial losses and further embedded the scheme in Illinois, constituting predicate acts of wire fraud under 18 U.S.C. § 1343.

138. The funds at the center of this dispute were managed through Mack's Illinois-based IOLTA account, making Illinois a central locus of the fraudulent activity. By directing funds to Illinois and engaging in repeated communications with Mack, Holden and Matthews purposefully availed themselves of Illinois jurisdiction, creating the minimum contacts required under Illinois's long-arm statute. Their use of Illinois financial institutions also supports claims under 18 U.S.C. § 1965(b).

139. The actions of Holden and Matthews caused significant harm to Illinois-based Plaintiffs, including:

- a. Financial losses exceeding \$2.9 million diverted through Mack's Illinois trust account;
- b. Reputational damage within Illinois's business community due to the fraudulent transactions; and
- c. Operational disruption as Plaintiffs were forced to expend resources investigating and addressing the fraudulent scheme.

140. By wiring funds to Illinois, engaging in correspondence with Illinois-based attorneys, and directing harm to Illinois-based Plaintiffs, Holden and Matthews purposefully availed themselves of Illinois as a forum. Their use of Illinois's financial infrastructure and legal resources establishes sufficient minimum contacts for jurisdiction, and the harm they caused to Illinois Plaintiffs further solidifies Illinois as the proper jurisdiction for this matter.

Whinnery and Katunigan

141. Whinnery and Katunigan were principal participants in a coordinated racketeering enterprise, leveraging Illinois-based co-conspirators, including attorney Mack, to execute fraudulent financial transactions and fabricate documents targeting Illinois-based Plaintiffs. Their deliberate and systematic use of Illinois's legal and financial infrastructure establishes a clear connection to this jurisdiction for legal and adjudicatory purposes, forming part of a pattern of racketeering activity under federal and state law. This conduct constitutes predicate acts of wire fraud under 18 U.S.C. § 1343 and money laundering under 18 U.S.C. § 1956.

142. Whinnery, acting on behalf of Katunigan, was part of the racketeering enterprise

whereby Mack drafted and executed fraudulent agreements, including UCC-1 financing statements, Stock Pledge Agreements, and fabricated Loan and Security Agreements. These documents, prepared at Mack's Illinois office, intentionally misrepresented financial obligations to deceive Illinois-based Plaintiffs, such as Yorkville and Green Sapphire. These acts constituted predicate offenses of wire fraud under 18 U.S.C. § 1343 in furtherance of the racketeering enterprise.

143. Katunigan, under Whinnery's direction, was part of the racketeering enterprise whereby Mack processed multiple financial transactions through his Illinois-based IOLTA trust account at Chase Bank. These transactions included laundering approximately \$2.9 million in purported loan proceeds through Illinois's financial systems. This use of Illinois's banking infrastructure facilitated the concealment of fraudulently obtained funds, directly benefiting Whinnery, Katunigan, and other co-conspirators, in violation of 18 U.S.C. § 1956(a)(1).

144. Between June 2022 and September 2023, Whinnery and Katunigan engaged in frequent and coordinated communications with Mack and other Illinois-based co-conspirators, including email chains and teleconferences, to orchestrate fraudulent transactions and distribute misappropriated funds. These communications targeted Illinois-based Plaintiffs and financial institutions, evidencing the ongoing and organized nature of the racketeering enterprise, which meets the continuity requirement under 18 U.S.C. § 1961(5).

145. Whinnery and Katunigan relied extensively on Mack's Illinois office to draft and transmit fabricated agreements as part of a fraudulent restructuring of debts owed to Illinois-based Plaintiffs. These agreements, including misrepresented Loan and Security Agreements, concealed the true fraudulent nature of the transactions and were critical in deceiving Plaintiffs into acting on false information. This conduct constituted predicate acts of mail and wire fraud under 18 U.S.C. §§ 1341 and 1343.

146. Katunigan, at Whinnery's direction, was part of the racketeering enterprise whereby it fabricated inspection reports created and transmitted at Mack's Illinois office. These reports misrepresented the condition and value of Illinois-based assets, including the Hale Property, causing significant financial harm to Illinois-based Plaintiffs such as Yorkville. This deliberate misrepresentation furthered the fraudulent enterprise and constituted predicate acts of fraud under RICO.

147. Whinnery and Katunigan utilized Mack's Illinois-based IOLTA trust account as the central hub for laundering and misappropriating funds obtained through fraudulent

transactions. By funneling the proceeds of these transactions through this account, the co-conspirators deliberately relied on Illinois’s financial infrastructure to obscure the illicit nature of their actions, forming part of the enterprise’s pattern of racketeering activity under 18 U.S.C. § 1962.

148. The fraudulent actions of Whinnery and Katunigan directly harmed Illinois-based Plaintiffs in multiple ways, including:

- a. Financial losses exceeding \$2.9 million, resulting from the misappropriation of funds through Illinois-based financial systems;
- b. Reputational damage to Illinois businesses caused by falsified property valuations and misrepresented financial transactions, impairing their credibility and operations; and
- c. Operational disruptions, as Illinois-based Plaintiffs were forced to divert significant resources to attempt mitigate the impact of the fraudulent activities, which further perpetuated the harm caused by the racketeering enterprise.

149. Through its involvement with the racketeering enterprise that directed funds to Illinois, engaged in frequent communications targeting Illinois-based Plaintiffs, and exploited Illinois’s legal and financial systems to draft and execute fraudulent documents, Whinnery and Katunigan purposefully availed themselves of this jurisdiction. Their deliberate and systematic actions demonstrate sufficient minimum contacts with Illinois and establish a direct connection to the harm caused to Illinois-based Plaintiffs, satisfying jurisdictional standards under Illinois law and federal RICO statutes.

FACTS

I. The 2022 Complaint & Websites

150. In furtherance of the overall fraudulent schemes, Defendants conspired to enact upon Plaintiffs as described herein, in August of 2022, an anonymous party (the “Complainant”) using the alias “Susan Essex” filed a complaint against Plaintiff Wolfe in DuPage County, Illinois (the “2022 Complaint”), raising a series of scurrilous, denigrating, and disparaging allegations regarding Plaintiff Wolfe, including that he engaged in criminal activity and adultery.

151. After filing the 2022 Complaint, the Complainant made no efforts to serve—or

even notify—Plaintiff Wolfe of the case brought against him, nor did “she” make any other efforts to otherwise litigate the case.

152. On or about October 31, 2022, the case was dismissed for want of prosecution. At no point thereafter did the Complainant seek to reinstate the matter. In other words, the Complainant was not even interested in appearing before the Court regarding their case. In essence, the Complainant filed the false 2022 Complaint, which was devoid of substance other than spurious and scandalous allegations and immediately abandoned the claim.

153. Even though this case was entirely obscure, having undergone no responsive pleadings, discovery, motions practice, or even initial case management, during October of 2023, an anonymous party obtained and published the 2022 Complaint in this case on a website (the “First Website”), which was registered on September 11, 2023, and is dedicated entirely to “doxing,” defaming, and otherwise harassing Plaintiff Wolfe and his colleagues.

154. Upon further investigation, the address the Complainant listed on the 2022 Complaint is a women’s shelter without permanent residents, no response to communications was received from the email address listed on the 2022 Complaint, and the phone number is fictitious or otherwise disconnected.

155. Given the foregoing, “Susan Essex” is an assumed name under which the responsible individual filed the 2022 Complaint.

156. Pursuant to information produced by the registrars of the First Website and the email address used to file the 2022 Complaint, the same Internet Protocol (IP) Address was used to access/maintain the First Website and to access the email account from which the responsible individual(s) filed the 2022 Complaint.

157. Likewise, pursuant to information produced by the registrars of the First Website and the email address used to file the 2022 Complaint, the same phone number was used to register both the First Website and the email account from which the responsible individual(s) filed the 2022 Complaint.

158. Given the foregoing, the individual(s) responsible for filing the 2022 Complaint are one and the same as the individual(s) responsible for creating and/or posting on the aforesaid First Website; the 2022 Complaint was filed under false pretenses, in bad faith, without basis in fact whatsoever, as fodder by which the individual(s) responsible might disparage Plaintiff Wolfe and the performance of his duties with the Family Office Trust Structure on their First Website.

159. The entry on the First Website dedicated to republishing the 2022 Complaint had generated 20 “comments” as of December 2023.

160. Upon information and belief, given Plaintiff Wolfe’s status as a generally obscure private citizen rather than a public figure, and the anonymous nature of the “comments” on the First Website, the aforesaid “comments” were generated by the individual(s) responsible for filing and republishing the 2022 Complaint.

161. The entry on the First Website dedicated to republishing the 2022 Complaint contained personally identifiable information regarding Plaintiff Wolfe without his consent, including his name, telephone number, home address, and employment information.

162. The entry on the First Website dedicated to republishing the 2022 Complaint encouraged the general public to stalk, harass, and harm Plaintiff Wolfe, variously encouraging the public to call his phone number and contact him at his home.

163. Furthermore, the entry on the Website dedicated to republishing the 2022 Complaint contained extensive inflammatory language and accusations against Wolfe, intended and likely to cause rash and unwarranted action against him including harassment, stalking, and bodily injury to Plaintiff Wolfe and his family.

164. After discovering the First Website and the 2022 Complaint published thereon, Plaintiff Wolfe immediately moved to vacate the dismissal entered on October 31, 2022, and sought to have the case sealed to prevent the further dissemination of the 2022 Complaint.

165. Because of the false, vile, scurrilous, defamatory, disparaging, and doxing allegations and website comments, on November 27, 2023, the Court granted Plaintiff Wolfe’s Motion to Vacate the dismissal entered on October 31, 2022, ordered the case sealed, and set the matter for the status of Defendants’ answer to the 2022 Complaint on January 3, 2024. See Order dated November 27, 2023, a true and correct copy of which is attached hereto as **Exhibit B**.

166. The Complainant received notice of the November 27, 2023, Order via email—delivered to the account used to file the 2022 Complaint—on November 29, 2023. See Email from Christine Marte to Plaintiff, a true and correct copy of which is attached hereto as **Exhibit C**. Still, “Essex” failed to appear, and the case was again dismissed.

167. The individual(s) responsible for maintaining/accessing the email account used to file the 2022 Complaint logged in to the email account at 11:57 P.M. on November 29, 2023, as well as on 14 occasions thereafter.

168. Thereafter, on or about January 9, 2024—6 weeks after the Court ordered the

entire 2022 case sealed—an anonymous party created a second website (the “Second Website,” collectively, the “Websites”), hosted out of Lithuania, dedicated to republishing the 2022 Complaint.

169. On or about that same date, the individual(s) responsible for maintaining the content of the First Website removed the 2022 Complaint from the First Website.

170. The Second Website was apparently created to be “linked” and published on the First Website, where it is currently republished and appears.

171. Given the foregoing, upon information and belief, (a) the individual(s) responsible for creating the First Website and republishing the 2022 Complaint thereon received notice of the developments in the 2022 case, despite its status as being sealed; (b) the individual(s) responsible for filing the 2022 Complaint are one and the same as the individual(s) responsible for creating and/or posting on both Websites; and (c) the individual(s) responsible for creating the Websites republished the 2022 Complaint on the Second Website in an effort to remove themselves from the jurisdictional reach of the Court.

172. The Second Website, as of the date of this filing, includes 21 false, defamatory, and disparaging “comments.”

173. In addition, the Second Website flagrantly and egregiously misappropriates Plaintiff Wolfe’s name and likeness for its own use and benefit. Specifically, the Second Website misappropriates Plaintiff Wolfe’s name and likeness solely to further the responsible individual(s)’ apparent vendetta or animosity against Plaintiff and the Family Office Trust Structure.

174. Pursuant to a subpoena from Wolfe, on or about February 2, 2024, the First Website’s registrar—Newfold Digital, Inc. (“Newfold”)—produced documents to Wolfe related to the identity of the individual(s) responsible for creating and maintaining the First Website.

175. The production from Newfold revealed the First Website was registered by an individual purportedly named “David Xanthan.”

176. Plaintiffs are unaware of an individual named “David Xanthan,” and subsequent investigation has revealed no individual by the name of “David Xanthan.”

177. Upon information and belief, “David Xanthan” is yet another alias under which the responsible individual(s) have sought to conceal their misdeeds.

178. However, the production from Newfold also revealed the First Website was

registered under a mailing address of 4531 Park Lane, Dallas, TX 75220.

179. Subsequent investigation revealed that 4531 Park Lane, until January 10, 2023, was the residence of Defendant Looper— whose company is indebted to Alpha Carta, for over \$20 million as described herein.

180. Therefore, upon information and belief, Defendant Looper is one of the individuals responsible for creating, maintaining, and publishing the content on the Websites and one of the individuals responsible for filing the 2022 Complaint.

181. Upon information and belief, Defendant Looper participated in the creation, maintenance, and publication of the content on the Websites, as well as the filing of the 2022 Complaint, in an effort to discredit, defame, and disparage Plaintiffs in furtherance of the fraudulent schemes he and his co-conspirators enacted as alleged above.

182. Likewise, documents provided by Google, LLC—the registrar and host of the email address used to file the 2022 Complaint—revealed a recovery email address associated with the email address used to file the 2022 Complaint that apparently belongs to Defendant Whinnery.

183. The recovery email address was given to create the account from which the 2022 Complaint was identified as PLSchlieve@gmail.com.

184. Whinnery, through his company, Katunigan, registered and maintained a website used as a central tool for the criminal enterprise. This website was designed and operated to facilitate acts of stalking, blackmail, and extortion, consistent with the enterprise’s ongoing racketeering activity.

185. During the course of discovery, it was revealed that the website in question was accessed and controlled through an IP address registered to and used by Katunigan. The specific IP address, 216.188.236.237, was tied to both the website’s administrative activities and the operation of the extortionate scheme.

186. Records indicate that the aforementioned IP address originates from a physical address known to be associated with Whinnery. This physical address, located at 3400 Kyle Xing, Kyle, Texas 78640-3025, is the subscriber address or business location of the Katunigan Company and a personal residence or workspace of Defendant Whinnery, 3875 E Whitestone Blvd., Cedar Park, Texas 78613.

187. Evidence establishes a clear nexus between the website, the IP address, and Whinnery, as follows:

- a. Katunigan registered and maintained ownership of the website;
- b. The IP address used to administer and operate the website was linked to the physical address associated with Whinnery; and
- c. The time logs and usage records from the IP address correspond to dates and times when Whinnery was documented to be at the associated address.

188. The use of the website and the linked IP address demonstrates the instrumental role played by Whinnery and Katunigan in the commission of the predicate acts of extortion and stalking. This pattern of activity constitutes racketeering under 18 U.S.C. § 1961 et seq., and the integration of the website into this criminal scheme is evidence of the defendant's control and operation of the enterprise.

189. The aforementioned allegations establish a clear chain of evidence linking Whinnery, Katunigan, the website, the IP address, and the physical address to both Whinnery, Katunigan, and the racketeering enterprise.

190. Whinnery is an individual with whom both Plaintiff Wolfe and Defendant Looper are acquainted.

191. Following his incarceration, Defendant Whinnery was employed as a legal assistant at the firm of Clayborne, Sabo and Wagner in Bellville, Illinois.

192. Given the foregoing, Defendant Whinnery is sufficiently knowledgeable regarding pleadings to have drafted or significantly aided in drafting the 2022 Complaint.

193. While incarcerated, Defendant Whinnery met R.G. Brownell. During 2016, Defendant Whinnery and R.G. Brownell began providing limited "litigation consulting" services to an entity affiliated with one of the Plaintiffs.

194. On or about July 3, 2023, Plaintiff Wolfe received an anonymous letter (the "Letter") threatening Plaintiff Wolfe in connection with a corporate transaction with which Plaintiff Wolfe and his employer were associated.

195. The Letter echoed baseless accusations similar to those expressed by the individual(s) creating the Websites, including but not limited to allegations that Plaintiff Wolfe:

- a. "personally caused [the Corporation] to conduct its operations contrary to affirmative statements in the offering materials;"
- b. "personally withheld material information from the Board

of Directors, which, had they known the information,
would have prevented the failure of [the Corporation] ...;”
and

- c. “made material false statements to the Board of Directors,
who relied on [Plaintiff’s] false statements in repeating
those material false statements to investors.”

196. Given the foregoing, upon information and belief, the individual(s) responsible for sending the Letter are one and the same as the individual(s) responsible for filing the 2022 Complaint and publishing the Websites.

197. The responsible individual(s) sent the Letter from a post office located in Drexel, North Carolina.

198. Defendant Whinnery is or was the managing member of Overall Builders, the company responsible for generating the fraudulent asbestos report discussed above, which is also registered to do business in North Carolina.

199. Overall Builders has a registered address in North Carolina of 3402 Deal Avenue, Valdese, NC—located only four miles from the post office from which the Letter was sent.

200. The transmission of the Letter constitutes a predicate act of mail fraud under 18 U.S.C. § 1341, as it was sent via the postal service with the intent to defraud and intimidate Plaintiff Wolfe. This act, taken in conjunction with the defamatory content mirrored on the Websites and in the 2022 Complaint, demonstrates a coordinated scheme to harm Plaintiff’s business and reputation.

201. The use of mail in furtherance of this fraudulent scheme establishes a clear pattern of racketeering activity, as required under the RICO statute. The Letter’s origin, in close proximity to Defendant Whinnery’s operations, further implicates him in this unlawful enterprise.

202. Given the foregoing, upon information and belief, Defendant Whinnery performed the actions described above at the behest of R.G. Brownell, his confederate, in furtherance of the overarching fraudulent schemes enacted by R.G. Brownell and his co-conspirators as alleged herein.

203. In addition to seeking to damage Plaintiff Wolfe personally and thereby attack his fitness to serve as a Trustee and/or Director of entities in the Family Office Trust Structure through the 2022 Complaint and Websites’ publication, Defendants acted in a broader effort to intentionally harm Plaintiffs and other people associated with the Family Office Trust Structure in

their abilities to work as financial professionals and to depress the value of property the Family Office Trust Structure owned.

204. Defendants filed the 2022 Complaint and published the Websites in a concerted effort to damage Plaintiff Wolfe and his co-Plaintiffs' reputation and business relationships, including but not limited to their reputation and relationships with banks and other lenders, in order to artificially create adverse market conditions and attack Plaintiff Wolfe's fitness to serve as Trustee and/or Director of the Family Office Trust Structure's related entities, and to perpetuate the fraud described above.

205. Defendants engaged in a conspiracy to create the impression that Wolfe was unfit to serve within the Family Office Trust Structure, in order to enrich themselves through the above-described misconduct. This was inextricably included in their fraud schemes alleged above to prevent Wolfe's interference, causing him to be removed as Trustee and/or Director within the Family Office Trust Structure or otherwise bypassed. It also hampered the Plaintiffs' ability to investigate, discover, and rectify the Defendants' misconduct.

206. By January 2022, BNW infiltrated Terra Carta, where 100% of its LLC Membership Interests were owned by Green Sapphire, Inc.

207. In furtherance of the conspiracy to commit fraud and conversion which evolved into a racketeering enterprise, in August 2021, Cicoski became the sole Director of Green Sapphire. Around the same time Cicoski became the "Vice President" of TCP Managers, LLC in its capacity as the Manager of Terra Carta (in late January 2022 Ryan as "Vice President" of Terra Carta signed the Development Agreement with Cerco).

208. Cicoski allowed BNW to infiltrate Terra Carta and BNW arranged for Whinnery to become the "administrator" of Terra Carta website and corporate email account.

209. Terra Carta is an entity related to the property subject to the larger fraud schemes against the Plaintiffs described herein.

210. As of the date of this filing, the website for Terra Carta has been removed from the web, and Plaintiff Wolfe's access to his email account associated with Terra Carta has been revoked.

211. Given Defendant Whinnery's role as administrator of the Terra Carta website and email accounts, and his control thereof, upon information and belief, Defendant Whinnery has removed the Terra Carta website and revoked Plaintiff Wolfe's email access in an ongoing

attempt to destroy evidence and obscure Defendants' involvement in the conduct alleged herein.

212. As the allegations in the 2022 Complaint published on the Websites are not only baseless and untrue, but also particularly scandalous, offensive, and outrageous, Plaintiff Wolfe has experienced, and continues to experience, damage to his reputation and mental well-being as a result of the 2022 Complaint's subsequent publication. Moreover, the website participants' engagement in doxing and incitement of doxing represents a danger to Plaintiff Wolfe and his immediate family.

213. Plaintiff brings to the Court's attention a series of false, defamatory, and harmful statements published on the platforms outlined below. Notably, these statements were published after the filing of Plaintiff's First Amended Complaint on April 14, 2024, demonstrating a clear and retaliatory intent to harm Plaintiff's reputation, intimidate witnesses, and obstruct judicial proceedings.

214. The timing of these publications, as well as their direct references to this Court and ongoing litigation, make them particularly egregious. These statements not only lack any basis in reality but are crafted to publicly discredit Plaintiff, undermine this Court's authority, and intimidate potential witnesses by falsely alleging conspiracies, misconduct, and other inappropriate behavior. Furthermore, these publications disclose Plaintiff's personally identifiable information (PII), including names, purported associations, and other private details, further violating privacy rights.

215. The following statements, published under various pseudonyms, are submitted for the Court's review with all personally identifiable names redacted. Plaintiff respectfully requests that the Court take these facts into account as they reflect not only on the defamatory conduct but also on the blatant attempts to interfere with the judicial process.

216. False and Defamatory Statements Published:

- a. **Published under the pseudonym "Amazed" on May 9, 2024, at 9:38 PM**

Published at: [https://\[REDACTED\]](https://[REDACTED])

"I once saw a Neanderthal-looking [REDACTED] suck off [REDACTED] in a boardroom, and then [REDACTED] took it in the ass with [REDACTED] asking him to make weird pig sounds.

[REDACTED] also fucked a crack whore on a trip we took to

Tokyo. [REDACTED] also had a weird homosexual relationship with [REDACTED] at his private residence. They acted like they were drunk, but I knew there was more to it.

That is why I find the story hard to comprehend—I also thought the two were fags. But you never know.”

b. **Published under the pseudonym “Susan Essex” on May 9, 2024, at 9:47 PM**

“Hey everyone,

Thank you for your support. I would cut his dick off, but it brings me pleasure to think that he and [REDACTED] can continue their disgusting homosexual relationship.

I only feel sorry for [REDACTED]’s wife.”

c. **Published under the pseudonym “Sickening” on June 9,**

2024, at 7:44 PM “Two lovers in a fond embrace. How nice.

<https://www.wmagazine.com/culture/gay-pride-2016-two-men-kissing>”

217. Additional False and Defamatory Content:

a. **Published on January 14, 2024**

Published by [REDACTED]

“After chasing after Metaverse (remember the Metaverse—ha ha), [REDACTED] became the President of [REDACTED]’s second failed SPAC—[REDACTED] Acquisition Company. Another SPAC by the triumvirate [REDACTED], [REDACTED], and [REDACTED] as CFO (amazing how those three names keep appearing in sketchy investment initiatives).

Although it was organized to invest in specialized technology fields, when it became apparent that [REDACTED] was a total failure, [REDACTED] abandoned its proposed \$130,000,000 public offering and slithered away.”

b. **Published under the pseudonym “[REDACTED] Undone” on January 20, 2024, at 1:56 PM**

“Sketchy is right. Nothing was transparent. The board was the last to

know anything. The investors were even worse off. The term fiduciary responsibility did not exist in the [REDACTED] corporate culture. There was only one sheriff in town, [REDACTED], and his two deputies, [REDACTED] and [REDACTED].”

c. **Published under the pseudonym “DecisionDecision” on January 22, 2024, at 9:37 AM**

“It’s nice to see more information coming out on [REDACTED].

[REDACTED] is definitely in line for a lawsuit.

He was a failure and disappointment to the BOD and the investors.

Everyone involved knew that his decisions truly came from [REDACTED]. He put himself in that position.”

218. Additional Defamatory Statements:

a. **Published under the pseudonym “Duncan” on May 17, 2024,**

at 12:05 AM “I just want to say one thing: Thank God, I was fucking his wife regularly, laying pipe as they say when he was fucking off around the world. I was worried that he could have an arsenal at home like that.”

b. **Published under the pseudonym “Searching” on May 20, 2024,**

at 12:25 PM “Does anyone know where [REDACTED] is living nowadays? I have heard so many places it is insane. Chicago, Texas, California. It seems like he’s always hiding.”

c. **Published under the pseudonym [REDACTED] on May 10,**

2024, at 2:43 PM “[REDACTED] had me pull over while driving to Westchester airport in the Bronx so that he could fuck a lot lizard at a truck stop/diner.

He got sloppy seconds after she took forever to finish up in a truck cab. He screwed her in the men’s bathroom. I do not think the claims he is gay are true.

I do think that [REDACTED] is a fag. He once went to the bathroom together with the fat IT guy in their former NYC offices.”

d. **Published under the pseudonym “Jay Menton” on May 17,**

2024, at 12:12 AM

“So, I just have to say, there was weird shit going on in the ex-church they bought and converted to an office. I saw orgies go down in that place with both male and female escorts.

[REDACTED] was running around with a strap-on, and the large steroid-head IT guy from New York was making sure that everyone left their cell phones at the door. [REDACTED] was scared that this stuff would get posted on the internet. That big doofy guy was probably in the back jerking off while all of this was going down. My name is [REDACTED], and that scum bag threatened me if I didn’t participate, so I left the company. Look me up on LinkedIn. I can tell you stories about [REDACTED] and what he did on the Citation 10 they flew around with another guy they hired from Berkshire Hathaway. [REDACTED] is a cock sucker in every sense of the word—gay prostitutes, [REDACTED], and even other employees.”

e. **Published under the pseudonym “MG Ifuku” on May 17, 2024, at 12:29 AM**

“From the Foreign Ministry of Somalia:

I just want to say that we would welcome [REDACTED], and our citizenship is for sale. We even have coastal properties available in a bundle deal. For the gold level, we make sure that the pirated container ships will never be parked in a way to block your ocean view.

For 1 million USD in maintenance fees, you and your family will be accompanied by a tactical vehicle (late model Toyota pickup) with a surplus

.50 Cal machine gun. And as you know, gayness is punishable by death here, but for you, Mr. [REDACTED], we will look the other way (we have heard about your gay love relationship with Mr. [REDACTED]).

It would be an honor to host you. We can even discuss an ambassadorship for the right kind of money. Your wife can take a

BBC to service, so you don't have to worry about having your business associates lay pipe behind your back.

I have sent you my personal contact info. I look forward to hearing from you.”

219. The statements outlined above lack any basis in reality and were made with the intention of attacking, intimidating, and harming the Plaintiff. Furthermore, they disclose sensitive and personally identifiable information, including names, locations, and associations, which violate the Plaintiff's rights to privacy and security. Plaintiff respectfully requests the Court's intervention to address these issues appropriately.

220. The Defendants' creation and promotion of these websites was not a standalone act. Instead, it was part of a broader coordinated strategy to inflict financial harm on the Plaintiffs by tarnishing their reputations, undermining their assets, and provoking extensive and costly litigation. This litigation, once instigated, was further publicized on the websites, ensuring maximum reputational and financial damage. A key component of this strategy was the fraudulent scheme involving Hale Street, which was designed to manufacture disputes and legal actions that could feed the websites' defamatory allegations.

II. Hale Street

221. The Hale Street scheme exemplifies the Defendants' strategy of deliberately provoking litigation to advance their broader agenda. The fraudulent actions related to Hale Street were carefully orchestrated to create disputes and legal challenges, which were then leveraged to support the defamatory narratives disseminated on the websites. This cycle of fraud and public defamation reveals the interconnected nature of the Defendants' schemes, underscoring their intent to entangle the Plaintiffs in unrelenting legal and reputational harm.

222. Plaintiff Yorkville (“Yorkville”) owns the real property commonly known as 120 North Hale Street, Wheaton, Illinois 60187 (the “Hale Property”).

223. Mr. Russell Scott Armstrong (“Armstrong”), a close friend of Wolfe, claims to hold a 52.99% equity interest in the Hale Property.

224. In September 2022, Defendant R.G. Brownell, with the knowing assistance of Defendant Mack, set up a fictitious purchaser, submitted fictitious reports, and engineered a fictitious termination of a purchase of the Hale Property and then, having infuriated Armstrong, who demanded to be bought out, had Armstrong's alleged interest purchased by Yorkville at an inflated price.

225. On or about September 23, 2022, R.G. Brownell wrote to Ryan Cicoski, the director of the manager of Yorkville, and represented that Kissa would be making an offer to purchase the Hale Property within the week, which would include a three-day period to review and accept; that Hunton Andrews Kurth LLP (“HAK”) employed his brother, F. Willam Brownell (“F.W. Brownell”); and that HAK had pension fund money to invest. R.G. Brownell had frequently in the past invoked his brother’s name as backers/owners/participants in the BNW, representing that it was worth hundreds of millions of dollars.

226. In late September 2022, R.G. Brownell intentionally misrepresented to Ryan Cicoski and Scott Armstrong that a “Real Estate Purchase and Sale Agreement” (“PSA”) was submitted by Kissa. This Purchase Agreement provided for a purchase price of \$5 million, with an earnest money deposit of \$50,000. The PSA was ostensibly signed by Joseph Filberto.

227. Upon information and belief, R.G. Brownell forged the signature of Joseph Filberto.

228. The PSA stated all notices, demands, requests, and other communications related to the PSA were to be sent to Kissa, “Attn.: Joseph Filberto,” with a copy to HAK”, 200 Park Avenue, New York, NY, “Attn.: Brett Gross.” Upon information and belief, Gross is the co-chair of HAK’s real estate practice group.

229. On or about October 4, 2022, Ryan Cicoski, who had replaced Defendant Smith acting as Manager of Yorkville as of January 2022, executed the PSA.

230. Defendants Mack and R.G. Brownell afterward represented to Cicoski that Kissa had signed the PSA and had a genuine interest in purchasing the Hale Property.

231. Defendant Mack wrote to Yorkville attaching a “critical dates memorandum” relating to the alleged transaction outlining key dates for due diligence and closing, including but not limited to:

- a. A Contract date of October 4, 2022;
- b. An “earnest money” deposit date of October 7, 2022;
- c. Due diligence expiration date of November 18, 2022; and
- d. Closing date of January 2, 2023.

232. On or about October 26, 2022, Defendant Mack wrote to Armstrong and represented that there was a PSA, that it provided for one due diligence period of 45 days, with that period expiring November 18, 2022, and a closing date forty-five days thereafter, on January 2, 2023.

233. On January 2, 2023, however, Defendant R.G. Brownell wrote to Armstrong and represented that he had received an urgent letter from Kissa just prior to the close of business, stating that Kissa had found “lead based paint, asbestos, and mold, in addition to the repair of the ceiling...,” and threatening to terminate the contract unless Yorkville gave Kissa an extension to finalize their estimates on correcting these alleged issues. R.G. Brownell forwarded this letter to Armstrong, ostensibly written on Kissa stationary, listing the 1775 York Avenue Address, and “signed” by “Joseph Filberto.”

234. The Letter attached a supposed building inspection report performed by “Weber Group Management, Inc.,” (“Weber”) purportedly retained by Kissa to perform a limited NESHAPS inspection of the Hale Property (the “Report”).

235. The Report indicated that inspector Michael Di Canio performed the asbestos inspection for the Hale Property, and his inspection allegedly revealed asbestos-containing building materials throughout the building and was submitted by asbestos inspector Michael D. Herman.

236. Weber allegedly performed an additional lead-based paint inspection, submitting a report by Drake Ottley, licensed lead inspector, on or about December 27, 2022, addressed to “Brett Gross, Kissa Capital, LLC” at HAK’s 200 Park Avenue, New York, NY address.

237. The next day, on or about December 28, 2022, Weber purportedly submitted a mold report, also addressed to Gross.

238. On or about January 10, 2023, Kissa purportedly wrote a letter to Defendant Mack indicating that it had completed its inspection including the estimated cost of remediation. In that letter, Kissa reportedly stated, “Now that we have a cost estimate of the rehab and remediation the number is far more substantial than we originally estimated... Kissa Capital, LLC is terminating the Agreement and requesting a return of the earnest money deposit...Kissa Capital, LLC would consider purchasing the Property in its current condition for an amount equal to \$4,000,000.” This ended the “correspondence.”

239. All communications between “Kissa” and Yorkville regarding the proposed “sale” of the Hale Property were relayed to Yorkville through either Defendants Mack or R.G. Brownell.

240. To date, Yorkville’s investigation, which is ongoing, has been unable to determine whether, from whom, or how the earnest money payment of \$50,000.00 from Kissa was deposited or, if deposited, its source and ultimate destination. Despite repeated requests,

Defendant Mack has failed to supply the relevant information, although he has repeatedly promised to do so at some future unstated date when he finds the time.

241. The “Kissa” Letter of January 10, 2023, attached an estimate for asbestos remediation dated August 13, 2022, with a purported expiration date of August 27, 2022, addressed to Yorkville from R.J. Brownell—R.G. Brownell’s son—of “Overall Builders.”

242. Therefore, the purported August 2022 remediation estimate was generated over four months before Kissa’s alleged inspection, and several weeks before R.G. Brownell introduced Kissa to Yorkville as a potential buyer for the Hale Property.

243. The Overall Builders report estimated remediation of asbestos, lead based paint, and mold would cost \$342,000.00.

244. Overall Builders’s registered agent is “Gammon Analytics, LLC.” Its managing member is, upon information and belief, Defendant Whinnery.

245. Gammon Analytics, upon information and belief, is a subsidiary of Katunigan, the President, Secretary, and Director of which is Defendant Whinnery.

246. Upon information and belief, R.G. Brownell is likewise associated with Overall Builders as an employee or agent of Overall Builders.

247. Yorkville investigated Kissa. It is a Delaware limited liability company controlled by a broker identified as Ariel Imas, Kissa’s managing member.

248. Mr. Imas previously lived at the 1775 York Avenue address provided in the PSA, but no longer resided there as of February 2024.

249. Mr. Imas organized Kissa as a holding company for another corporation he co-founded, and Kissa was only involved in one previous real estate transaction involving a residence in Florida.

250. Mr. Imas has never heard of Joseph Filberto, and reported that Kissa has no employees, and that he is its sole member.

251. Mr. Imas has never heard of Brett Gross or R.G. Brownell.

252. Kissa was never represented by HAK in connection with the PSA. Therefore, upon information and belief, the signature of Joseph Filberto on the PSA, January 2, 2023, Letter, and all communications with “Joseph Filberto” were forged by R.G. Brownell or at his direction with the actual intent to steal the identity of Kissa in furtherance of a scheme to defraud Yorkville and Scott Armstrong.

253. Yorkville similarly investigated “Weber Group Management, Inc.’s” inspection of

the Hale Property.

254. Michael D. Herman, the asbestos inspector with Weber who purportedly submitted the December 2022 Report, informed Yorkville that the report provided by “Kissa” via Mack and R.G. Brownell had been significantly altered from the report Herman prepared.

255. The correct report Herman prepared found “NO Accessible ACM [asbestos-containing materials] Was Found Observed in The Building” in any of the materials tested.

256. While Herman’s inspection also uncovered some lead paint in a stairwell of the Hale Property, his correct report opined that it did not require remediation.

257. Herman stated that he had been retained by R.G. Brownell—upon information and belief, Defendant R.J. Brownell—to perform an asbestos and lead paint inspection at the Hale Property, though he was not asked to perform remediation if necessary.

258. After ‘Kissa’ allegedly terminated the PSA, Armstrong was furious and demanded that he be bought out of his interest in Yorkville. R.G. Brownell, Mack, and as yet unknown John Does then pivoted to a scheme to engineer a deal that obligated Yorkville to purchase Armstrong’s equity for an amount greater than the value of his equity interest.

259. Under the agreement engineered by R.G. Brownell, Mack, and as yet unknown John Does, Yorkville was obligated to pay Scott Armstrong \$1,258,341 plus accrued but unpaid interest that is due and payable on May 1, 2024. See Stock Purchase Agreement, a true and correct copy of which is attached hereto as **Exhibit D**.

260. The fraudulent scheme surrounding Hale Street did not exist in isolation. Rather, it served as a foundation for a broader pattern of misconduct, with the intent to perpetuate harm against the Plaintiffs. This strategy extended beyond Hale Street into subsequent fraudulent ventures, including the Green Sapphire transactions. These transactions were integral to further entrenching the Defendants' coordinated efforts to provoke litigation, defame the Plaintiffs, and exploit legal processes for personal gain.

III. Green Sapphire

261. The Green Sapphire scheme exemplifies the continuation and escalation of the Defendants’ coordinated fraudulent activities. Building on the foundations laid by the Hale Street transactions, the Defendants expanded their strategy to encompass new fraudulent

dealings. The Green Sapphire transactions further illustrated their intent to manipulate legal processes, provoke disputes, and generate fodder for public defamation through their websites, all while deepening the financial and reputational harm inflicted upon the Plaintiffs.

262. In or before December 2022, R.G. Brownell, Mack, Smith and Springett concocted a predatory scheme to have Green Sapphire allegedly borrow money it could not repay, pledging all stock in French Access, a company it owned, which in turn owned the St. Barth's Property. Using the name Bigelow and falsely claiming to represent Green Sapphire and because French Access was a company subject to French law, R.G. Brownell engaged French counsel to determine how to prepare a stock pledge and how to foreclose on it. Despite being terminated, Defendant Smith actively communicated with R.G. Brownell and Mack and conspired with them to steal the St. Barth's Property.

263. Unhappy with the formalities required under French law for such a pledge, and with the borrower-friendly procedures to foreclose on such a pledge, R.G. Brownell, in consultation with Mack, Smith, and John Does, then asked Ryan Cicoski, Green Sapphire's General Counsel, to convert French Access to a Florida corporation. R.G. Brownell and John Doe/s falsely claimed that a liquidity crisis necessitated the loan. On February 3, 2023, Defendant Mack filed with the Florida Secretary of State "Articles of Domestication," which purport to transform French Access, into Access Management, S.A.S. ("Florida Access"), a Florida corporation. See Articles of Domestication ("Domestication"), a true and correct copy of which is attached as **Exhibit E**.

264. On or about the same day, Mack drafted and Cicoski, at the request of Mack, R.G. Brownell, or John Does, executed a "Loan and Security Agreement" (the "Global Capital Loan"), on behalf of Green Sapphire with an entity known as "Global Partners" a true and correct copy of which is attached as **Exhibit F**.

265. Neither the Domestication nor the Global Capital Loan were authorized by two directors of Green Sapphire. Cicoski signed both documents without notice to or consent of Wolfe, the other Director of Green Sapphire, or notice to the Trustee or the UBOs of the Petro Carta Trust. Under the bylaws of Green Sapphire, the absence of the approval of both directors made the execution of the Domestication and the Global Capital Loan ultra vires.

266. Under the loan agreement, Global Partners agreed to loan Green Sapphire \$10 million for 120 days with interest at the rate of 30% per annum, Green Sapphire agreed to borrow \$10 million and grant a security interest in its interest in certain shares of shares of French

Access”—record titleholder of the St. Barth’s Property—or 100% of the shares of stock of Florida Access, give a mortgage on the St. Barth’s Property, and to have R.G. Brownell and Petro Carta Trust guaranty the loan.

267. To date, Ryan Cicoski and Global Partners have been unable or unwilling to produce the fully executed Stock Pledge Agreement identified in the Loan and Security Agreement. Plaintiffs have been unable to obtain a copy of it from any other source. No Stock Pledge Agreement relating to the shares of French Access has been recorded in St. Barth’s in the manner required by French law. Upon information and belief, Mack, an Illinois attorney operating in Illinois, prepared and arranged from Illinois a filing of a UCC-1 financing statement with the Secretary of States for Delaware and Florida purporting to perfect a UCC Article 9 security interest in the shares of Florida Access in favor of Global Partners, but no document that actually creates a security interest in any such shares has been located, despite requests to Mack.

268. The term and interest rate under the Loan and Security Agreement was unreasonable and unconscionable given that payment of the \$10 million debt was secured by guarantees of Petro Carta Trust and R.G. Brownell and, if the pledged stock agreement and the related transactions are valid and legally enforceable, by a security interest on shares of a corporation that holds title to real estate with a value of \$30 million.

269. Under the Loan and Security Agreement, the proceeds of the \$10 million loan to Green Sapphire were scheduled to be disbursed to Green Sapphire in two tranches—the first tranche of \$3 million was to occur on January 31, 2023, and the second tranche in the amount of \$7 million “as soon as possible shortly thereafter,” following the Lender’s receipt of an opinion of French counsel. No opinion of French counsel was ever obtained.

270. Neither Green Sapphire nor any of its related entities ever received any portion of the \$10 million loan that Global Partners “agreed” to make in connection with the Global Capital Loan.

271. Upon information and belief, and based on Mack’s assertions, if any funds belonging to Global Partners were transferred to anyone, they were transferred to Chase Bank in Illinois for credit to the IOLTA account held in the name of Defendant Mack’s IOLTA Trust Account.

272. Upon information and belief, this was done by direction of R.G. Brownell, Smith, Springett, or John Does, and then some of all of the funds were transferred to or for the benefit of

the BNW, by Mack.

273. Despite repeated requests, Mack has refused to produce the IOLTA account statement, the wire transfer confirmations, emails or any other documents that could confirm that \$10 million was ever delivered to any one by Global Partners in connection with the Global Capital Loan and would identify the transferees of any subsequent transfers of any funds Mack received from Global Partners.

274. No one aside from R.G. Brownell, Mack, Smith, Springett, and John Does was aware of whether any money was actually disbursed by Global Partners pursuant to the Global Capital Loan and, if so, to whom any such funds were delivered. For these reasons, plus the fact that no \$10 million loan was ever recorded on the books and records of Green Sapphire and the lack of any evidence that any such loan was ever made, Green Sapphire did not repay any such loan on the claimed June 4, 2023, maturity date.

275. In November 2023, Cicoski drafted a “Written Action of Sole Shareholder” purporting to remove Wolfe as co-director of Green Sapphire, without informing Wolfe, and presented it to Mark Azzopardi, manager of NorthSea—the Trustee of Petro Carta—as an “urgent” document requiring his signature immediately. Azzopardi signed it, believing it necessary and proper, so Wolfe was removed as co-director of Green Sapphire. Wolfe had discharged his duties faithfully and well. He had given no cause for his removal. As set forth above, however, he had been the subject of vicious, vile, and false accusations posted on a website Defendants created for that purpose.

276. Because of representations and directions of R.G. Brownell and John Does, Mack was unwilling to oppose Global Partners’ attempts to enforce the Stock Pledge Agreement, and did not notify Mark Azzopardi, Wolfe, or any of the UBOs of the Petro Carta Trust that Global Partners was claiming ownership of 100% of the shares of Florida Access, in purported satisfaction of the “debt” that Global Partners alleged that Green Sapphire owed it.

277. On or about December 15, 2023, Global Partners, on the direction of Springett, filed a document with the Florida Secretary of State entitled “Amended Articles of Incorporation” that identified Springett as the sole director of Florida Access, Inc. and stated that it—not Green Sapphire—was the owner of 100% of its shares.

278. Upon information and belief, agents or brokers engaged by Global Capital, Smith, Springett, and John Does have been marketing the St. Barth’s property and plan to sell it.

279. The St. Barth’s lawyer engaged by R.G. Brownell a/k/a “Bigelow” is currently

demanding payment of 61,000 Euros from Green Sapphire based on an Engagement Letter that “Bigelow” signed, fraudulently holding himself out as a representative of Green Sapphire.

280. The fraudulent Green Sapphire transactions were not the culmination of the Defendants' scheme, but rather a continuation of their deliberate and escalating pattern of misconduct. Building on the harm initiated through earlier schemes, the Defendants further diversified their fraudulent strategies to include loan fraud involving Proton Green and the Cyber App. These actions were similarly designed to generate legal disputes and financial instability for the Plaintiffs, while serving the overarching goal of advancing the Defendants' coordinated campaign of harm.

IV. Loan Fraud Involving Proton Green/Cyber App

281. The scheme involving Proton Green and the Cyber App represents a further evolution of the Defendants' fraudulent efforts. These actions were not only calculated to exacerbate financial and reputational damage but were also integral to maintaining the Defendants' cycle of provocation and litigation. By orchestrating loan fraud tied to these entities, the Defendants expanded their reach, compounding the Plaintiffs' injuries while ensuring their schemes fed into the broader defamatory campaign.

282. A certain Forbearance Agreement dated June 20, 2023 (“Forbearance Agreement”), obligated Alpha Carta to forbear from exercising its rights and remedies against Proton Green under three promissory notes issued by Proton Green (“Notes”) as long as Proton Green paid \$3 million to Alpha Carta on July 7, 2023, executed and delivered a Deed In Lieu of Foreclosure, and paid \$2 million per month each month starting August 7, 2023 until the total debt of \$25.2 million evidenced by the Notes was paid in full in cash. See Forbearance Agreement, a true and correct copy of which is attached hereto as **Exhibit G**. Payment of the debts evidenced by the Notes was secured by a first priority lien on real property (St. John's Field, from which Proton Green hoped to extract Helium) located in Apache County, Arizona with a fair market value in excess of \$25 million.

283. This Forbearance Agreement followed a series of events by which the Notes were dishonored. In April 2022, after Proton Green dishonored the Notes, Alpha Carta investigated

the reasons why, and discovered that Defendant Looper, the CEO and Managing Member of Proton Green, was a convicted felon, undisclosed to its investors. On the day Looper was confronted with this fact, he dissolved Proton Green, but the next month set up a new LLC under the old name, all without the knowledge of his non-insider investors.

284. As of May 1, 2023, a notice of default was served. On June 20, 2023, Alpha Carta, and Proton Green then entered into the Forbearance Agreement. One condition of the Forbearance Agreement was that Looper would reinstate the original Proton Green and Proton Green would execute and deliver a Deed In Lieu of Foreclosure. This Deed in Lieu of Foreclosure would have enabled Alpha Carta To take full ownership of Proton Green’s St. John Field in satisfaction of some or all of the debts evidenced by the Notes in the event that Proton Green breached the Forbearance Agreement. Upon information and belief, the Deed in Lieu of Foreclosure was never delivered. In 2023 Defendant Mack represented that he had possession of the Deed In Lieu of Foreclosure executed and delivered by Proton Green, but he has refused to provide it.

285. Upon information and belief, Proton Green f/k/a/ Plateau Carbon, LLC (“Plateau Carbon”) was reinstated in July 2023. On or about July 23, 2023, a reverse merger and share exchange occurred between Proton Green and Cyber App, in which Cyber App was the surviving entity, with the equity security interest holders, assets, and obligations of Proton Green f/k/a Plateau Carbon.

286. However, as described above, notwithstanding the purported reverse merger, Proton Green has at times continued to hold itself out as an entity.

287. Defendant Looper and Defendant Smith had equity interests in Plateau Carbon, Proton Green and Cyber App that became the basis for Rockwell claim of millions of dollars of “assets under management,” that were used to entice additional investors to purchase shares of Rockwell Capital, Ltd.

288. Defendant Smith had actual knowledge that Plaintiff Breakers had borrowed \$4 million in 2021 (“the 2021 loan”) from lenders Holden and Matthews (“Lenders”), each a resident of Cayman Islands and each an associate of Smith. The 2021 loan agreement, signed by Smith as the sole director of Breakers, contained a reasonable interest rate of 12%, later adjusted to 12.5% per annum. Payment of the debt was guaranteed by Alpha Carta, the sole shareholder of Breakers. Alpha Carta’s guaranty was expressly approved by the trustees of the Alpha Carta Trust and supported by appropriate resolutions of Alpha Carta, Alpha Carta Trust, and signed by Smith,

as one of two directors of Prairie Trust., in its capacity as the trustee of the Alpha Carta Trust.

Notice was given to the UBO of the Alpha Carta Trust. The Loan Agreement gave the Lenders an explanation of how the loan proceeds would be used and how Breakers and Alpha Carta received value in consideration for the loan. The loan proceeds were delivered in accordance with the terms of the loan agreement and the loan obligation was recorded in the books of Breakers.

289. In August 2022, Smith's replacement as the CFO of 60 Degrees told the Lenders that Smith's employment and affiliation with Breakers and Alpha Carta, had terminated.

290. The 2021 loan was paid in full on July 5, 2023.

291. Proton Green failed to make the \$3 million payment that was due under the Forbearance Agreement on July 7, 2023. The next day, on July 8, 2023, Smith asked the Lenders for another loan to Breakers and promised that Green Sapphire instead of Alpha Carta, would guarantee it, that it would bear interest at 30% per annum, with a 40% default rate, and would mature on October 31, 2023, with the borrower having the right to one 90-day extension (the "2023 Loan").

292. Smith represented that he had a Green Sapphire management account bank statement, which was confidential information that should not have been retained by him after his termination, much less disclosed without authorization. Smith also represented that Green Sapphire owned the St. Barth's Property worth \$12.5 million. Smith requested a 1% fee to be paid by the borrower.

293. Smith represented to the Lenders and to Alpha Carta's representative in July 2023 that the funds to repay the loan would come from the proceeds of a pending \$96 million sale of approximately 330 acres of real estate located near Austin, Texas that Green Sapphire owned and was scheduled to close on October 6, 2023; that he knew the Purchasers; and that they were legitimate buyers. Alpha Carta representatives that were not part of the conspiracy and fraudulent conduct related herein relied on these representations in deciding to enter the transaction, and Defendants R.G. Brownell, Mack, and John Does knew this representation was false but intentionally prompted other Alpha Carta personnel to believe it.

294. The "Purchaser" Smith referred to, TRT Capital Group, LLC. ("TRT") is fictitious. There was a TRT formed in Delaware in March 2023, but it was later dissolved. The

person named “William White” (by coincidence or choice the name of the villain in Casino Royale) who ostensibly signed the Purchase Agreement on behalf of TRT, is, if anyone, a resident of a hospice in Delaware. The address given in the Purchase Agreement for the fictitious TRT is the same address for Global Partners, the supposed “Lender” in the “Loan and Security Agreement” between Green Sapphire and Global Partners, referenced in above paragraphs 127-144.

295. Cicoski executed (a) the loan agreement for the 2023 Loan as the sole director of Breaker without notice to Wolfe, the other director of Prairie Trust, trustee of Alpha Carta Trust, or the UBO, and (b) the Deed of Guarantee as one of two directors of Green Sapphire as Guarantor, again without notice to or consent of Wolfe, then still the co-director of Green Sapphire, or any UBO. See 2023 Loan Agreement and Deed of Guarantee, true and correct copies of which are attached hereto as **Exhibits H and I**, respectively.

296. At the time of the 2023 Loan and Deed of Guarantee, Green Sapphire’s corporate bylaws required approval by a majority of the board of directors of (1) any guarantee of indebtedness in excess of \$500,000.00, (2) any encumbrance on or security interest in any asset of Green Sapphire or its subsidiaries, and (3) any commitment that could result in payment of over \$50,000.00 without the approval of all members of Green Sapphire’s executive committee.

297. In August of 2023, the executive committee of Green Sapphire consisted of Cicoski and Wolfe.

298. Cicoski did not seek, and Wolfe did not grant, approval for the execution of the 2023 Loan by Breakers or the Deed of Guarantee on behalf of Green Sapphire. Had Wolfe been asked, he would not have approved either the 2023 Loan or its guaranty, and R.G. Brownell and Smith knew this.

299. In early August 2023, Smith delivered “wire instructions” to the Lenders instructing them to have the loan proceeds delivered to Mack’s IOLTA Account. Smith lacked authority from Breakers to issue these wire instructions or, upon information and belief, they were provided by him based on the instructions from R.G. Brownell or a John Doe defendant. Mack lacked the authority to accept delivery of any funds that were ostensibly being “loaned” to Breakers.

300. Upon information and belief, or about August 19th, 2023, the Lenders issued a wire transfer payment order directing CIBC to electronically transfer immediately available funds in the amount of \$2,900,000.00 to Mack’s IOLTA account, knowing that the proceeds

were not going to be used solely for the purpose of providing working capital to Breakers as stated in the Loan Agreement. Upon information and belief, the funds in the amount of \$2.9 million were credited to the IOLTA Account held in the name of Mack on August 19, 2023.

301. Mack has thus far refused repeated requests to provide all the documents and bank records related to this transaction. But he admitted that on August 23rd, 2023, he issued a \$2 million wire transfer payment order to Chase Bank directing it to transfer immediately available funds in the amount of \$2 million to CIBC in the Cayman Islands for credit to the account of Alpha Carta, describing its purpose as a “loan payment” from Cyber App to Alpha Carta’s CIBC account in Grand Cayman. See Wire Transfer Report, a true and correct copy of which is attached hereto as **Exhibit J**.

302. Without providing the relevant records, Mack nevertheless has represented that he disbursed:

- a. \$7,231.11 for legal fees;
- b. \$750,00.00 to Defendant Salazar; and
- c. \$142,768.89 to Global Partners.

303. There is no legitimate business purpose, reasonable basis, or rationale for the transfer of the \$750,000.00 Mack made to Salazar or the \$142,768.89 to Global Capital Partners, and the purpose of the alleged transfer of \$7,231.11 to an unidentified person ostensibly for “legal fees” is under investigation.

304. The 2023 Loan included none of the earmarks of legitimacy that the 2021 Loan exhibited, including but not limited to the following:

- a. The proceeds of the 2023 Loan were electronically transferred by CIBC in the Cayman Islands to Chase Bank in the United States for credit to Mack IOLTA account—a third-party non-borrower who was not involved in the 2021 Loan— without any prior written direction from Breakers.
- b. The interest rate on the 2023 Loan was exorbitant and was far higher than market rates as opposed to the commercially reasonable rate of the 2021 Loan;
- c. No formal authentic corporate resolutions were provided;
- d. Green Sapphire “guaranteed” the 2023 Loan despite lacking a formal relationship with Breakers or ownership of any interest in the real

property owned by Breakers, thereby deriving no benefit from the 2023 Loan;

- e. Smith informed the Lenders that the proceeds of the 2023 Loan would not be used for Breakers even though the Loan Agreement expressly provided that the proceeds would be used only for working capital for Breakers “and for no other purpose,” whereas the proceeds of the 2021 Loan were used for the purposes that were was clearly stated in the Loan Agreement,
- f. Existence of any debt obligation and receipt of any proceeds of the 2023 Loan were not recorded on the financial books of Breakers, Green Sapphire, or any of their related entities; and
- g. The proceeds of the 2023 Loan were not received by Breakers and were not used for the benefit of Breakers, Green Sapphire, or any of their related entities, but were, upon information and belief, misappropriated by Defendants Smith, Cyber App, Rockwell, Salazar, Global Partners and Looper, for their own benefit.

305. After the reverse merger, Cyber App breached the Forbearance Agreement by failing to make the \$2 million payment due on September 7, 2023.

306. On or about September 20, 2023, one or more of the John Doe Defendants proposed a modification to the parties’ Forbearance Agreement. Alpha Carta’s sole director was presented with a proposed draft loan settlement agreement between “Proton Green” (not Cyber App) and Alpha Carta dated as of “September ___, 2023” under which “Proton Green” (not Cyber App.) would promise to pay an additional \$5 million in cash, to grant a 5% overriding royalty interest in revenues derived from Helium production on its leaseholds up to \$16 million, and to promise for a second time to execute and deliver a deed in lieu of foreclosure in recordable form with respect to existing leases then encumbered by the “Leasehold Deed of Trust” held by Alpha Carta See Draft Loan Settlement Agreement, a true and correct copy of which is attached hereto as **Exhibit K**. In exchange, Alpha Carta would agree to release the “Leasehold Deed of Trust” it held on Cyber App’s valuable leaseholds of St. John’s Field in Apache County, Arizona, forego payment of the remainder of the debt evidenced by the Notes that were the subject matter of the Forbearance Agreement, and grant a mutual release of all claims. In the event of “Proton Green’s” default under the proposed Loan Settlement Agreement, Alpha Carta’s obligation to

release any claims or the Leasehold Mortgage would be suspended, and Alpha Carta would be entitled to exercise of all remedies available by law under the Notes, the Forbearance Agreement, and by law.

307. While Alpha Carta's sole director was given a draft copy of the proposed Loan Settlement Agreement on September 20, 2023, he was informed that neither party had agreed to it, and Alpha Carta lacks an executed copy of any such "Loan Settlement Agreement." To date, Ryan Cicoski and Mack have been unwilling or unable to provide a fully executed version of this agreement or any other settlement agreement between Alpha Carta and Proton Green or Cyber App has refused to provide it despite requests for it and despite its oral assertion to Alpha Carta representative Wolfe on February 8, 2024, that it owes no money to Alpha Carta, because all matters between the parties were settled.

308. Upon information and belief, if there were any valid loan settlement agreement between Cyber App and Alpha Carta, it was breached before November 2, 2023, by Proton Green and/or Cyber App because Alpha Carta has not received the \$5 million cash, any overriding royalty revenue, or any deed in lieu of foreclosure.

309. In the alternative, if there were no signed settlement agreement, Cyber App owes the full amount of the debt, now in excess of \$30 million, as evidenced by the Notes.

310. Furthermore, Cyber App falsely recorded a Deed of Release and Reconveyance to discharge the "Leasehold Deed of Trust" that it had previously granted to secure payment of the Notes referenced in the Forbearance Agreement. The "Deed of Release and Reconveyance" was signed in anticipation of and contingent upon the formation of a final, definitive loan settlement agreement. No one from Alpha Carta, authorized the Deed of Release and Reconveyance to be delivered or recorded until and unless a final settlement agreement was executed by both parties and then delivered to Alpha Carta

311. As of February 2024, Defendants R.G. Brownell, Mack, and Whinnery represented to other Alpha Carta representatives and its UBO that debts in the total amount of more than \$24 million were still owed by Cyber App. In the alternative, this shows either that

(a) no loan settlement agreement replaced the Forbearance Agreement (also making the recordation of the "Deed of Release" a fraud of Cyber App or any party that recorded it), or (b) that R.G. Brownell, Whinnery, Mack, Looper and their John Doe coconspirators concealed a

settlement and the subsequent recording of the Deed of Release in November 2023 from Alpha Carta and its UBO.

312. Cyber App reports that it reached a Loan Settlement Agreement with Alpha Carta to settle the Notes for \$8 million on July 31, 2023, months before the September 20, 2023, proposal that was not executed or agreed to. It claimed that it paid \$2 million to Alpha Carta in August 2023 and in November 2023 it paid the remaining \$6 million due under the terms of the Loan Settlement Agreement that was allegedly formed on July 31, 2023, recognizing a gain from the alleged forgiveness of debt of almost \$18 million. Alpha Carta lacks any such Loan Settlement Agreement. Alpha Carta believes to the contrary that the negotiations were unsettled as of September 2023, and Alpha Carta has not received \$8 million from Cyber App. If John Does executed such a Loan Settlement Agreement, they did so fraudulently, and Alpha Carta, has sustained damages of at least \$18 million.

313. The loan fraud involving Proton Green and the Cyber App did not operate in isolation but instead formed a critical component of the Defendants' larger fraudulent scheme. As the Defendants orchestrated these fraudulent loans, they relied on a network of manipulated financial instruments and accounts to funnel illicit proceeds, obscure their actions, and perpetuate their coordinated campaign of harm against the Plaintiffs. This broader misuse of financial mechanisms served as the operational backbone for the Defendants' fraudulent activities, tying together the various schemes under the RICO enterprise.

V. Misuse of Financial Instruments and Accounts for Fraud

314. The misuse of financial instruments and accounts was not merely incidental to the Defendants' schemes but central to their execution. By manipulating these financial tools, the Defendants facilitated the loan fraud tied to Proton Green and the Cyber App, concealed illicit transactions, and extended the reach of their fraudulent enterprise. These practices underscore the calculated and systemic nature of the Defendants' operations, further entrenching the financial and reputational harm inflicted upon the Plaintiffs.

315. To advance their scheme, Defendants manipulated financial instruments, including IOLTA trust accounts, to obscure the source and purpose of transactions. Defendant Mack used the IOLTA account to reroute Plaintiffs' funds, further hiding the nature and origins of the fraudulent transfers, allowing Defendants to maintain wrongful control over assets intended for legitimate business purposes.

316. Plaintiff Yorkville is a Delaware corporation with its principal place of business

in Delaware. It was organized for the purpose of investing money and acquiring property for the ultimate benefit of the beneficiaries of the Petro Carta Trust.

317. Plaintiff NorthSea, a Wyoming LLC, is the Trustee of the Petro Carta Trust. The Petro Carta Trust is an express trust organized and existing under the laws of the State of Wyoming. The beneficiaries of the Petro Carta Trust are four U.S. citizens—a family consisting of a 54-year-old woman and her three children. As of January 1, 2023, NorthSea had two directors: Ryan Cicoski and Mark Azzopardi.

318. As of January 1, 2023, Green Sapphire had two directors--Wolfe and Ryan Cicoski. Smith was removed as a Director of Yorkville, in August 2021 and replaced by Ryan Cicoski; that was about the time when Ryan Cicoski discovered Smith's self-dealing and other misconduct.

319. As of January 1, 2023, Green Sapphire was the owner of all but one of the shares of Access Management, S.A. ("French Access"), a French corporation headquartered in the Territorial Collectivity of St. Barthelemy ("St. Barth's").

320. French Access, is the sole owner and record titleholder of two parcels of real estate located in St. Barth's, more particularly described as the AE 314 plot of 12,760 m2 in Colombier and the AI 220 plot of 2,676 M2 in Saint-Jean (the "St. Barth's Property"). The estimated fair market value of the St. Barth's Property is approximately \$30 million.

321. Plaintiff Alpha Carta is a Cayman Islands corporation with its principal place of business in Georgetown, Grand Cayman, Cayman Islands, owned by the Alpha Carta Trust. It invests money and manages the property of the Alpha Carta Trust. The Alpha Carta Trust is an express trust organized and existing under the laws of the Cayman Islands to hold legal title to property separately from equitable title and to achieve related estate planning purposes for the benefit of its ultimate beneficial owner ("UBO"). Prairie Trust is the trustee of the Alpha Carta Trust. It is a Cayman Islands Company with its principal place of business in Georgetown, Grand Cayman, Cayman Islands.

322. On January 4, 2023, R.G. Brownell, from his Illinois office, sent an online meeting invitation to Charles-Huber Vanderoverberge, Springett (of Tailwind), Mack, and Smith (of Rockwater) to discuss structuring a secured lending transaction involving a proposed

\$10 million loan to Green Sapphire, secured by a pledge of Green Sapphire's shares in Asset Management SAS.

323. The online meeting on January 4, 2023, included a detailed discussion where Charles-Huber Vanderoverberge explained the structure of the transaction and addressed questions from Smith and Springett regarding the enforcement of the stock pledge (under applicable French law) if Green Sapphire defaulted on the loan.

324. Later in January 2023, R.G. Brownell induced, by bribery, Green Sapphire to enter into a loan arrangement fee agreement with his company, BNW, entitling BNW to receive \$2.6 million for facilitating the loan discussed in the January 4, 2023, online meeting.

325. On or about January 17, 2023, Mack, upon information and belief, transferred \$1,510,000 to BNW as partial payment of the \$2.6 million loan arrangement fee outlined in the agreement.

326. Defendants R.G. Brownell, Mack, Whinnery, and others systematically embezzled Plaintiff's corporate funds by submitting fraudulent invoices via email and directing unauthorized interstate wire transfers.

327. Defendants' actions in transferring corporate funds into personal or unrelated accounts constitute unauthorized taking and exercise of control over Plaintiffs' assets. This wrongful control deprived Plaintiffs of their rightful possession and use of these funds, which were intended for legitimate business operations.

328. By using Mack's IOLTA account and other trust accounts to route and reroute Plaintiffs' funds, Defendants concealed their misappropriation, disguising the purpose and ultimate destination of the funds. This manipulation demonstrates the Defendants' intent to wrongfully possess and control the Plaintiffs' assets without legal justification.

329. The Defendants leveraged complex financial instruments, including an IOLTA trust account, to conceal the origins and purpose of illicit transactions. Defendant Mack and others rerouted significant funds, notably a \$2.6 million loan fee and \$520,000 from an Illinois-based account, to enable fraudulent transfers and bribes. These maneuvers allowed the Defendants to maintain wrongful control over assets meant for legitimate business uses and resulted in substantial financial harm to the Plaintiffs. These actions, involving unauthorized transactions and the concealment of funds, exemplify the Defendants' calculated efforts to misappropriate corporate resources for personal benefit, causing Stacey McHugh, then Plaintiffs'

Chief Financial Officer, to violate fiduciary duties owed to Plaintiffs, and depriving Plaintiffs of rightful asset possession.

330. The misuse of financial instruments and accounts not only facilitated the concealment of fraudulent proceeds but also served as a foundation for additional schemes. Building upon these manipulations, the Defendants expanded their fraudulent enterprise through the systematic misuse of corporate entities. These entities were employed to issue fraudulent invoices, further complicating financial records and perpetuating the harm inflicted upon the Plaintiffs. This deliberate manipulation of corporate structures was critical to sustaining and advancing the Defendants' overarching scheme.

VI. Manipulation of Corporate Entities for Fraudulent Invoicing

331. The Defendants' manipulation of corporate entities to generate fraudulent invoices highlights the deliberate and calculated nature of their enterprise. By issuing falsified invoices through these entities, the Defendants created a veneer of legitimacy while further entrenching their fraudulent practices. This scheme not only obscured illicit transactions but also compounded the financial and reputational harm suffered by the Plaintiffs, reinforcing the interconnectedness of the Defendants' actions within their RICO enterprise.

332. Defendants utilized entities such as BNW, Gold Dragon, and Katunigan to generate fictitious invoices and submit fraudulent expenses, embezzling funds from Plaintiff's accounts. By orchestrating these invoicing schemes, Defendants were able to misappropriate millions, systematically draining Plaintiff's resources and concealing the true purpose of these financial transactions.

333. Plaintiff Breakers is a Cayman Islands company formed as a single-purpose entity to hold title to certain real property located in Grand Cayman, Cayman Islands. Alpha Carta owns 100% of the shares of Breakers. Breakers is the sole owner and record titleholder of four parcels of beachfront real property located in Grand Cayman, Cayman Islands, more particularly described as Breakers Block 56B, Parcels 14, 15, 16, and 17, totaling approximately 10 acres (the "Breaker's Property"). The current estimated fair market value of the Breakers Property is approximately \$12.5 million.

334. Defendant Looper is a convicted felon and citizen of Texas residing in Travis County. As of October 1, 2022, Looper was the CEO of Proton Green f/k/a Plateau Carbon, a Wyoming limited liability company. Proton Green engaged in a reverse merger and share

exchange on or about July 17, 2023, from which the surviving entity was Defendant Cyber App, a Nevada corporation.

335. Notwithstanding the purported reverse merger, Proton Green has continued to hold itself out as a separate entity. As a result, claims are brought both against Cyber App, as successor by merger to Proton Green, and Proton Green, to the extent it remains an existing entity.

336. Upon information and belief, Cyber App's principal place of business is in Houston, Texas.

337. Defendant R.G. Brownell is a convicted felon and a citizen and resident of Travis County, Texas. In 2015, his twenty-year prison sentence for masterminding a complex embezzlement and phony invoice scheme was reduced to ten years because he informed on (he was an informant against) other inmates, with the sentencing Judge opining that he was a changed man. The schemes alleged here, however, are strikingly similar to R.G. Brownell's prior criminal misconduct.

338. R.G. Brownell represented that he spoke for and helped manage the affairs of BNW, and stated, falsely upon information and belief, that this "Family Office" organized as a Delaware limited liability company was capitalized, owned, and guided by his brother, F. William Brownell, brother of R.G. Brownell, a well-respected EPA lawyer from Hunton and Williams, a law firm located in the District of Columbia. R.G. Brownell strategically positioned himself in the scheme by using William Brownell as a prop. He presented himself as connected to high-value clients, claiming these clients held billions of dollars ready for investment in select Family Office Trust Structure (defined below) projects. This claim enabled Brownell to insinuate himself into the arrangement, leveraging the allure of substantial financial backing. BNW initially provided consulting services under an oral agreement with Alpha Carta in connection with the management of property owned by entities in the Family Office Trust Structure that were owned or controlled by Alpha Carta. He performed his early duties well. It is clear in retrospect that for whatever reason, R.G. Brownell reverted to the type of fraud for which he went to prison. He diverted money from the entities for his own benefit or to the detriment of the entities. He falsified records. He bypassed personnel who might have noticed irregularities or opposed transactions in which he was interested. He directed actions without approval from proper authorities: the directors, trustees, and officers of the entities. He concealed critical facts about finances, negotiations, and transactions. He conspired with other felons and wrongdoers to

damage these entities and affiliated parties in the ways set forth below, with additional investigations ongoing.

339. Defendant BNW is a Delaware limited liability company. While R.G. Brownell represented to Plaintiffs that his brother owned or helped control this LLC, now Plaintiffs believe that it is owned and controlled by Defendant R.G. Brownell.

340. BNW also served as an independent contractor for 60 Degrees Group SECZ, Ltd. (“60 Degrees”) under Defendant Smith as CFO until January 2022, and thereafter for Ryan Cicoski as director. 60 Degrees is a Cayman Islands corporation that provided administrative services to the entities owned or controlled by the Alpha Carta Trust, Alpha Carta, the Petro Carta Trust, NorthSea, Yorkville, Prairie II Trust and their affiliates (collectively, the “Family Office Trust Structure”).

341. Defendants engaged in fictitious and fraudulent invoicing, using entities such as BNW, Gold Dragon, and other affiliated corporations to submit false invoices. These invoices misrepresented expenses and were designed to embezzle funds from Plaintiff entities under the guise of legitimate business expenses.

342. R.G. Brownell, Whinnery, and others coordinated through entities such as BNW and Katunigan to create and approve these fraudulent and/or inflated invoices. These invoices were then batched to obscure the final destination of funds, adding layers of concealment to their scheme.

343. Defendants used multiple corporate alter-egos, including Terrace Shores, Gold Dragon, and BNW, as instrumentalities to conduct fraudulent activities. These entities acted as shells to insulate the Defendants from liability and allowed them to continue their fraudulent operations undeterred by legal repercussions.

344. Defendants exploited the complex Family Office Trust Structure by securing unauthorized loans, knowing the financial instability and weakened state of entities such as Green Sapphire.

345. R.G. Brownell submitted fraudulent and/or inflated invoices to McHugh totaling millions of dollars for services that were largely never rendered and expenses that were never incurred. These invoices were used to embezzle funds directly from the Plaintiffs’ accounts, causing substantial financial damage and depleting resources intended for legitimate business operations.

346. Defendants systematically executed a conspiracy, using entities like BNW and

Katunigan, to siphon funds from Plaintiffs through fictitious invoicing and concealed transfers. These actions directly resulted in millions of dollars of financial loss for Plaintiffs, highlighting Defendants' fraudulent strategy to drain assets from Illinois-based accounts.

347. By creating an environment of deceit, Defendants induced reliance from Plaintiffs on fraudulent financial statements and invoices. As a result, the Plaintiffs incurred over \$10 million in losses, encompassing misappropriated funds, business opportunity losses, reputational harm, and the necessity for costly investigations.

348. Defendants received payments from entities within the Family Office Trust Structure, such as 60 Degrees and Terra Carta (a limited liability company wholly owned by Green Sapphire), due to submitting fraudulent invoices for expense reimbursements and other charges. These invoices included amounts for services that were either not rendered, inflated, or duplicated, creating a financial burden on Plaintiffs without any legitimate underlying contractual basis.

349. The Defendants manipulated multiple corporate entities, including BNW, Gold Dragon, and Katunigan, to generate fraudulent invoices and siphon funds from the Plaintiffs. These false expenses facilitated embezzlement under the guise of legitimate business activities, systematically depleting resources and inflicting severe financial damage. Key actors, including

R.G. Brownell and others, exploited their positions within a complex Family Office Trust Structure, concealing unauthorized transactions and financial risks from stakeholders. This orchestrated conspiracy extended to the creation of shell companies, insulating Defendants from liability while executing fraudulent transfers. Plaintiffs suffered substantial financial loss, estimated at over \$10 million, which encompassed misappropriated funds, lost business opportunities, reputational damage, and costly investigations resulting from this pervasive scheme.

350. The Defendants' use of corporate entities to generate fraudulent invoices was a pivotal mechanism within their broader scheme. This manipulation of corporate structures not only facilitated the concealment of illicit transactions but also laid the groundwork for their fraudulent activities to extend into other domains. Among these was the realm of real estate, where the Defendants engaged in fraudulent transactions to further their enterprise, expand their financial reach, and perpetuate harm against the Plaintiffs.

VII. Fraudulent Real Estate Transactions

351. The Defendants' fraudulent real estate transactions represented yet another

evolution in their broader scheme. By engaging in these transactions, the Defendants not only expanded their financial misconduct but also exploited real estate as a vehicle to further conceal their illicit activities. These actions were designed to amplify the financial and reputational harm inflicted upon the Plaintiffs while solidifying the interconnectedness of the Defendants' RICO enterprise.

352. Furthering their enterprise's objectives, Defendants engaged in fraudulent real estate transactions. These actions included manipulated transfers and sham purchase agreements aimed at deceiving third parties and unlawfully seizing control over properties. Through these transactions, Defendants defrauded Plaintiffs of valuable assets, undermining legitimate ownership claims and inflating their financial gain.

353. In late 2023, R.G. Brownell procured a written consulting agreement signed between Alpha Carta and the BNW. The BNW abruptly terminated its consulting engagement just as these frauds were being investigated, on or about February 8, 2024. The termination of this consulting relationship did not dismantle the fraudulent enterprise but instead signaled a transition where additional parties, including Whinnery and other entities, continued and intensified the orchestrated schemes.

354. Defendant Whinnery, a convicted felon and resident of Williamson County, Texas, met Defendant R.G. Brownell in prison. Following their release, Whinnery worked closely with R.G. Brownell.

355. R.G. Brownell, as part of BNW's consulting engagement with 60 Degrees and Alpha Carta, conducted business through various entities and corporate alter-egos, such as Katunigan. Upon information and belief, Katunigan is a Texas corporation that Whinnery used to facilitate and obscure financial transactions related to the fraudulent real estate and asset schemes.

356. Defendant Sasaginnigak, f/k/a Overall Builders, is a Texas limited liability company. Upon information and belief, Whinnery and R.G. Brownell were key members of

Overall Builders. This entity was utilized to further the fraudulent transactions, including deceptive real estate deals and misrepresented contracts.

357. Defendant Global Partners, a Delaware limited liability company, involved parties including Springett and Tailwind. It was leveraged as a vehicle to move and conceal assets, contributing to the layered financial maneuvering that supported the fraudulent schemes.

358. Defendant Smith, a United States citizen residing in Georgetown, Grand Cayman, Cayman Islands, served as a director of various entities within the Family Office Trust Structure, including Prairie Trust., Yorkville, and 60 Degrees Group SEZC, Ltd. He held fiduciary roles until his removal in late 2021 for breach of trust and financial misconduct. Smith's involvement did not cease after his dismissal; instead, he shifted to managing Rockwater, a key player in continuing fraudulent schemes that spanned multiple jurisdictions and reinforced the broader strategy to misappropriate and conceal assets.

359. Smith engaged in embezzling trust funds within the Cayman Islands, misrepresenting the nature of his financial maneuvers to conceal misconduct from the beneficiaries and stakeholders. These actions included an unauthorized purchase of a luxury vehicle and self-dealing incidents that benefited Smith's personal interests at the expense of trust assets, violating his fiduciary obligations and eroding the trust's financial stability.

360. Smith's employment with 60 Degrees was terminated, and he was removed as a director from all of the entities in the Family Office Trust Structure for systematic self-dealing, breach of trust, and financial misconduct on or about December 31, 2021.

361. In 2023, Smith orchestrated a sophisticated scheme under the guise of the Rockwater initiative, deliberately inflating asset values and presenting fictitious high returns to mislead investors and attract new investments. Concurrently, he engineered a fraudulent transfer scheme related to the St. Barth's Property, coordinating with other parties to misrepresent ownership and conceal financial obligations, thereby misleading stakeholders about the property's true financial status.

362. Smith employed social engineering tactics to manipulate corporate processes, leveraging confidential information to deceive others and construct fraudulent financial frameworks. This included fabricating and backdating key documents to legitimize unauthorized transactions and secure personal gains, which undermined the integrity of internal controls and misrepresented the financial standing of related entities.

363. Smith facilitated unauthorized high-interest loan arrangements, which were

strategically structured to prompt defaults and eventual asset forfeiture, impacting the beneficiaries' assets and defrauding Alpha Carta in its capacity as a creditor of other entities in the Family Office Trust Structure. He also redirected funds from legitimate projects under false pretenses, channeling them into complex transactions to benefit Rockwater and to obscure the origins of misappropriated assets.

364. Smith played a central role in conceiving and executing unauthorized financial transfers that spanned multiple jurisdictions, employing covert partnerships and unreported interests in offshore entities to evade detection. These maneuvers supported a broader strategy of misappropriating assets while leveraging international financial frameworks to shield fraudulent gains.

365. Defendant R.J. Brownell is a citizen of the State of Illinois, a resident of Cook County, and the son of Defendant R.G. Brownell.

366. Defendant Mack, an attorney licensed in Illinois, was a lawyer for BNW. However, throughout these interactions, Mack knowingly misrepresented to others that he was the attorney for Green Sapphire, Breakers, and Alpha Carta, in furtherance of the operations of the racketeering enterprise, led by R.G. Brownell and involving the BNW, Whinnery, Smith, and other associated wrongdoers.

367. In furtherance of this racketeering enterprise's scheme, Mack misrepresented the status of negotiations, prepared documents to support fraudulent activities, obtained signatures that he knew or should have known were unauthorized, recorded documents improperly, and engaged in money laundering through his IOLTA account to conceal the proceeds of unlawful activities.

368. At all times relevant, Mack acted under the direct instruction of R.G. Brownell, maintaining his office in the same Northbrook, Illinois building as BNW to coordinate and further the activities of the racketeering enterprise.

369. Mack submitted fraudulent and/or inflated invoices to BNW, which facilitated payments and, through a complex scheme of invoice bundling, secured reimbursement from Terra Carta or related entities. This scheme often involved the unauthorized siphoning of funds from Mack's IOLTA account, constituting a pattern of racketeering activity as defined under RICO statutes.

370. In furtherance of their racketeering enterprise, Defendants engaged in fraudulent real estate transactions, including a manipulated \$250,000 transfer to Heritage Title Company

as part of a sham purchase agreement. This transaction was intended to deceive third parties and maintain control over property assets.

371. Defendants falsely claimed ownership and attempted to mortgage properties in which they held no valid interest, using sham agreements to mislead Plaintiffs and other stakeholders. This misrepresentation was part of a calculated strategy to create a façade of legitimacy around their fraudulent activities.

372. Defendants used the extensive Family Office Trust Structure, including holding companies and special purpose entities (SPEs), to funnel and conceal assets. By creating layers of ownership and control, Defendants were able to shield assets from legal scrutiny, damaging the financial integrity of 60 Degrees USA and its beneficiaries.

373. In January 2024, Cicoski caused Terra Carta and its subsidiary, High Ridge Development LLC, to transfer 340 acres of Austin property, originally valued at over \$78 million, to OP Highridge for approximately \$39 million. This transfer, executed without reasonably equivalent value, significantly impaired the financial solvency of Terra Carta and the High Ridge Development LLC entities.

374. Defendant Mack drafted and facilitated the execution of a fraudulent release and waiver on behalf of Terra Carta, relinquishing valuable claims against Defendants Endeavor Real Estate and Cerco which further depleted Terra Carta's financial resources and left it insolvent. The waiver was executed without receiving adequate consideration, worsening Terra Carta's financial position.

375. Defendants, including Mack, orchestrated these transfers without the approval of beneficial owners, making it impossible for Plaintiffs to recover owed amounts. This depletion of assets left Terra Carta with insufficient capital to meet its obligations and maintain its business operations.

376. Plaintiff Alpha Carta seeks to void the fraudulent transfers and recover the transferred assets or their equivalent monetary value, arguing that the lack of fair consideration and the resulting insolvency constitute grounds for recovery under the Uniform Fraudulent Transfer Act (UFTA) as enacted in relevant states.

377. Defendants Whinnery, R.G. Brownell, and Mack knowingly executed a fraudulent Purchase and Sale Agreement for the sale of 340 acres in Austin, Texas, to a shell entity, Defendant OP Highridge, for significantly less than its market value. The purpose of this transaction was to hinder, delay, or defraud Plaintiff Alpha Carta from collecting on its claims.

378. The Defendants furthered their enterprise by engaging in fraudulent real estate transactions, including manipulated property transfers and sham purchase agreements designed to deceive stakeholders and unlawfully seize control of valuable assets. Notable examples include a \$250,000 manipulated transfer to Heritage Title Company and the undervalued sale of 340 acres of Austin property, worth over \$78 million, for only \$39 million. These actions, executed without fair consideration, severely impacted Terra Carta's financial solvency. Key individuals, such as Mack and R.G. Brownell, orchestrated these transactions, leveraging their control over corporate governance and misrepresenting property ownership. The Defendants' use of complex trust structures and layered entities concealed true ownership and shielded assets from legal scrutiny, undermining the Plaintiffs' ability to recover assets and maintain financial integrity.

379. The Defendants' fraudulent real estate transactions were not an isolated endpoint but a significant element of their evolving enterprise. By leveraging these transactions to obscure illicit financial activity, the Defendants set the stage for more sophisticated methods of fraud. Their scheme expanded further into the realm of unauthorized access and digital fraud, where they exploited technological vulnerabilities to misappropriate assets and perpetuate harm against the Plaintiffs. This shift to digital misconduct reflects the adaptive and calculated nature of the Defendants' coordinated efforts.

VIII. Misappropriation through Unauthorized Access and Digital Fraud

380. The Defendants' activities involving unauthorized access and digital fraud represent the latest evolution in their broader scheme. Utilizing advanced technological methods, the Defendants infiltrated systems and gained unauthorized access to critical assets, enabling them to misappropriate funds and further conceal their illicit operations. These actions not only amplified the harm inflicted upon the Plaintiffs but also reinforced the interconnected nature of the Defendants' RICO enterprise by integrating digital fraud into their overarching strategy.

381. Defendants unlawfully accessed Plaintiffs' computer systems to steal proprietary information, disrupt operations, and further their fraudulent scheme. This unauthorized digital access violated multiple provisions of the Computer Fraud and Abuse Act (CFAA), including 18 U.S.C. § 1030(a)(2)(C) for unauthorized access to obtain information and 18 U.S.C. § 1030(a)(4) for accessing with the intent to defraud. These acts are also predicate offenses under the Racketeer Influenced and Corrupt Organizations Act (RICO), contributing to predicate acts of wire fraud and digital fraud, thereby causing significant financial and operational harm to

Plaintiff.

382. Defendant Whinnery accessed Plaintiffs' protected computer systems without authorization to obtain confidential and proprietary information. This unauthorized access furthered fraudulent schemes, including the acquisition of business-critical data such as customer information, internal communications, and financial records. These actions were part of a sustained pattern from 2021 to 2024, supporting the continuous nature of racketeering activity required under 18 U.S.C. § 1961.

383. Defendant R.G. Brownell a/k/a "Bigelow" directed activities utilizing stolen digital credentials to facilitate unauthorized access to Plaintiffs' systems. This access enabled the manipulation of Plaintiffs' business records and digital platforms, resulting in disrupted operations and misrepresentations in Plaintiffs' business dealings. These acts constitute violations of 18 U.S.C. § 1030(a)(4) and contribute to wire fraud under 18 U.S.C. § 1343.

384. Defendant Mack provided technical support for unauthorized access and the manipulation of Plaintiffs' digital infrastructure. His involvement included configuring and maintaining access channels for other Defendants, enabling them to exploit Plaintiffs' computer systems and gain unauthorized control over sensitive data without detection. This facilitation was essential to the enterprise's scheme to disguise the source and purpose of their fraudulent activities, directly linking to the RICO enterprise.

385. Defendants collectively accessed Plaintiffs' computer systems with the intent to defraud Plaintiffs and third parties. This included misappropriating digital credentials and using stolen data to conduct unauthorized transactions and manipulate the Plaintiffs' internal records. These acts were part of the Defendants' concerted effort to conceal fraudulent activities and the true scope of their enterprise operations, further contributing to predicate acts of wire fraud under RICO.

386. As a direct result of Defendants' unauthorized access and related activities, Plaintiffs incurred damages exceeding \$5,000 within a single year, as detailed in 18 U.S.C. § 1030(c)(4)(A)(i)(I). These damages included costs associated with investigating the breaches, implementing enhanced security measures, and recovering lost data. The disruption of Plaintiffs' business and the permanent loss of proprietary information constituted significant financial harm, exacerbating Plaintiffs' operational difficulties and impeding ongoing business initiatives.

387. Defendants republished baseless allegations from the Susan Essex Complaint

across multiple websites, including a site registered on September 11, 2023, and another launched in January 2024. These websites prominently featured defamatory and false statements about Plaintiff Wolfe, intending to damage his personal and professional reputation. This act of digital fraud also served to mislead third parties, contributing to further financial and reputational harm under 18 U.S.C. § 1962(c).

388. Defendants coordinated the dissemination of defamatory content with malicious intent, employing techniques such as "doxing" to publish Plaintiff Wolfe's personal information and incite harassment. This strategy aimed to tarnish Wolfe's professional image within the Family Office Trust Structure and dissuade potential partners from engaging with Plaintiff, further illustrating Defendants' use of digital platforms for extortion and reputation damage as part of their RICO activities.

389. Investigations linked the IP addresses and contact information used for the Susan Essex Complaint and the defamatory websites to Defendants Looper and Whinnery. This provided concrete evidence of their direct involvement in the publication and dissemination of false statements, supporting claims of wire fraud and digital fraud under 18 U.S.C. §§ 1343 and 1962.

390. Defendants engaged in unauthorized access to Plaintiffs' computer systems, violating the Computer Fraud and Abuse Act (CFAA) and contributing to predicate acts under RICO. Key perpetrators, including Whinnery and R.G. Brownell, accessed confidential information and manipulated business records, causing significant operational disruptions and financial harm. Mack facilitated this digital breach by maintaining unauthorized access channels, enabling continuous exploitation of the Plaintiffs' systems. Additionally, Defendants disseminated defamatory content through various online platforms, harming Plaintiff Wolfe's reputation and deterring potential partnerships. This coordinated effort, including doxing and digital harassment, underscores the Defendants' intent to use digital tools for fraud, extortion, and reputation damage, resulting in substantial financial losses and operational setbacks for Plaintiffs.

391. The Defendants' use of unauthorized access and digital fraud underscored their willingness to exploit vulnerabilities for personal gain. However, this digital misconduct was not limited to external breaches; it also involved exploiting trusted positions within the Plaintiffs' organizational structure. A prime example of this is Smith's breach of fiduciary duties, where he leveraged his insider role to advance the Defendants' schemes, enabling

further misappropriation and deepening the harm inflicted upon the Plaintiffs.

IX. Smith's Breach of Fiduciary Duties

392. Smith's breach of fiduciary duties was a critical component of the Defendants' coordinated scheme. By exploiting his position of trust within the Plaintiffs' organizational framework, Smith facilitated unauthorized transactions, misused sensitive information, and enabled further fraudulent activities. These breaches were not isolated incidents but integral to the Defendants' broader strategy to undermine the Plaintiffs' financial stability and operational integrity.

393. Plaintiffs entrusted Smith with fulfilling his fiduciary duties as Chief Financial Officer of the Family Office Trust Structure and as a director for various entities within the Family Office Trust Structure, including Green Sapphire and Breakers. Additionally, Smith owed fiduciary duties to Plaintiff Prairie Trust, in its capacity as Trustee of the Alpha Carta Trust.

394. Defendant Smith, as former Chief Financial Officer, trustee, and director within the Family Office Trust Structure, held fiduciary and confidentiality obligations that extended beyond the duration of his formal employment and roles. These duties, owed to the entities, included the duty to refrain from disclosing or misusing any confidential, proprietary, or strategic information acquired during his tenure. By virtue of his previous positions, Smith possessed sensitive, non-public information regarding the entities' assets, investments, and strategic plans, entrusted to him with the expectation of continued discretion and loyalty.

395. Despite his removal as CFO, trustee, and director, Defendant Smith's duties of confidentiality, loyalty, and fiduciary responsibility did not cease upon his departure but remained enforceable thereafter. The misuse and unauthorized disclosure of this information for Smith's pecuniary interest constitutes a breach of these enduring fiduciary duties, contributing to a pattern of racketeering activity as part of a civil RICO enterprise, causing significant harm to the entities.

396. Defendant Smith, while acting in a position of trust, wrongfully used confidential information obtained from his fiduciary position to facilitate the corporate infiltration of the Family Office Trust Structure and related entities. Smith disclosed sensitive trust and financial data to unauthorized third parties, including Matthews, Holden, R.G. Brownell, and Mack, enabling them to manipulate internal structures and exploit weaknesses for their own benefit. This disclosure constituted an act of corporate espionage that supported further misappropriation of assets and was integral to the execution of the RICO scheme, which damaged the Plaintiffs'

competitive standing.

397. Payments issued by Plaintiffs were made in response to Defendants' manipulation of financial records and submission of false documentation, leading to unjust enrichment. This manipulation was a component of the broader racketeering scheme aimed at extracting financial benefits from Plaintiffs' entities through deception and fraudulent invoicing.

398. Defendants continue to retain these financial benefits without providing any lawful justification for the funds received. These benefits were obtained at Plaintiffs' expense, and the Defendants' retention of these amounts, gained through fraudulent conduct as part of the racketeering enterprise, results in their unjust enrichment under the circumstances.

399. Manipulating financial records and submitting fraudulent invoices facilitated embezzlement through entities such as BNW and Katunigan, resulting in significant financial harm to Plaintiffs and reinforcing the continuity of the RICO enterprise.

400. Payments made by Plaintiffs to BNW were based on falsified documentation, unjustly enriching the racketeering enterprise at the expense of Plaintiffs. The racketeering enterprise retained these benefits without lawful justification, exemplifying a betrayal of trust that has destabilized the financial foundation of the Family Office Trust Structure.

401. Smith's breach of fiduciary duties was a key element of the Defendants' broader scheme, enabling them to exploit internal systems and relationships for personal gain. However, this misconduct was further compounded by deliberate efforts to conceal assets and obstruct financial recovery. By strategically hiding assets and impeding the Plaintiffs' attempts to reclaim misappropriated funds, the Defendants ensured that the harm caused by these breaches would persist and escalate.

X. Asset Concealment and Obstruction of Financial Recovery

402. The concealment of assets and obstruction of financial recovery represents one of the most insidious elements of the Defendants' enterprise. By employing complex schemes to hide misappropriated funds and hinder recovery efforts, the Defendants ensured the continued financial harm of the Plaintiffs. These actions not only demonstrate their calculated intent but also underscore the interconnected nature of their fraudulent activities, which combined to obstruct justice and evade accountability.

403. Defendants employed additional corporate alter-egos such as Defendants Katunigan and Terrace Shores to issue fictitious invoices and batch reimbursement requests, creating a layered and obfuscated process for concealing misappropriated funds. This

systematic use of corporate shells furthered the Defendants' racketeering activities.

404. In an effort to intimidate and silence opposition, Defendants filed a fraudulent lawsuit under the alias "Susan Essex," aimed at discrediting a key Plaintiff's director through defamatory allegations. This lawsuit exemplifies the Defendants' use of legal processes as tools for extortion, seeking to coerce favorable settlements.

405. In August 2022, under the alias "Susan Essex," Defendant Whinnery filed a fraudulent complaint in DuPage County, Illinois, falsely accusing Plaintiff Wolfe of engaging in illicit and defamatory acts. This complaint was dismissed for want of prosecution but was later used as a foundation for subsequent defamatory publications.

406. Defendants maintained a pattern of negligent supervision and lack of oversight by employing individuals with known histories of fraud, including R.G. Brownell. By retaining individuals with a demonstrated propensity for fraudulent conduct, Defendants enabled repeated fraudulent acts within the Family Office Trust Structure, further harming Plaintiffs.

407. Plaintiffs are entitled to restitution from Defendants, requiring them to disgorge all funds and assets obtained through the fraudulent activities described above. The establishment of a constructive trust over wrongfully obtained assets is necessary to ensure the recovery of funds that Defendants unjustly retain at Plaintiffs' expense.

408. As a direct and proximate result of Defendants' actions, Plaintiffs suffered financial harm, including significant business interruptions, investigatory expenses, and losses exceeding \$5,000,000. These losses arose from the conversion of both funds and critical business records needed for operations and financial reporting.

409. Defendants utilized corporate alter-egos, such as Defendants Katunigan and Terrace Shores, to conceal the misappropriation of funds through fictitious invoicing and complex reimbursement processes. This deliberate obfuscation furthered their racketeering activities. To silence dissent and intimidate key stakeholders, Defendants filed a fraudulent lawsuit under the alias "Susan Essex," accusing Plaintiff Wolfe of defamatory and illicit acts. Despite being dismissed, this lawsuit fueled subsequent defamatory efforts to damage reputations and disrupt the Plaintiffs' operations. Additionally, negligent supervision and the employment of individuals with known fraudulent histories, like R.G. Brownell, perpetuated these schemes. Plaintiffs seek restitution and the establishment of a constructive trust to recover wrongfully obtained assets, highlighting significant financial and operational losses exceeding \$5 million due to the conversion of critical funds and records.

410. The concealment of assets and obstruction of financial recovery were not merely independent acts of misconduct but integral components of the Defendants’ broader racketeering enterprise. These deliberate efforts to obscure the origins and locations of misappropriated funds, combined with the obstruction of recovery attempts, exemplify the calculated and continuous nature of their unlawful activities. Together, these actions reveal a sustained pattern of racketeering that underpins the Defendants’ overarching criminal enterprise.

XI. Pattern of Racketeering Activity and Predicate Acts

411. The Defendants’ pattern of racketeering activity is evident through the interconnected and continuous nature of their fraudulent schemes. From asset concealment and obstruction of financial recovery to a series of predicate acts encompassing fraud, extortion, and digital misconduct, their actions demonstrate a deliberate and coordinated enterprise. This pattern reflects a calculated strategy to defraud the Plaintiffs, evade accountability, and perpetuate the harm inflicted upon them.

412. The Defendants’ activities, spanning from 2021 to 2024, demonstrate a consistent and organized pattern of racketeering, with each act contributing to the enterprise’s goal of defrauding Plaintiffs and obstructing lawful recovery. These actions, including loan fraud, escrow misappropriations, unauthorized transactions, and defamatory publications, caused Plaintiffs financial harm exceeding \$10,000,000, substantiating a sustained RICO claim.

413. On or about December 28, 2022, Weber Group Management, Inc., (“Weber”) purportedly submitted a supposed building inspection report and mold report on the Hale Property (defined below).

414. On or about January 10, 2023, Kissa Capital, LLC (“Kissa”), a real estate investment entity for the law firm of Hunton, Andrews, Kurth (“HAK”), 200 Park Avenue, New York, NY, purportedly wrote a letter to Defendant Mack indicating that it had completed its inspection of the Hale Property, including the estimated cost of remediation. In that letter, Kissa reportedly stated, “Now that we have a cost estimate of the rehab and remediation the number is far more substantial than we originally estimated...Kissa Capital, LLC is terminating the Agreement and requesting a return of the earnest money deposit...Kissa Capital, LLC would consider purchasing the Property in its current condition for an amount equal to \$4,000,000.” This ended the “correspondence.”

415. All communications between “Kissa” and Plaintiff Yorkville regarding the

proposed “sale” of the Hale Property were relayed to Yorkville through either Defendants Mack or R.G. Brownell.

416. To date, Yorkville’s investigation, which is ongoing, has been unable to determine whether, from whom, or how the earnest money payment of \$50,000.00 from Kissa was deposited or, if deposited, its source and ultimate destination. Despite repeated requests, defendant Mack has failed to supply the relevant information, although he has repeatedly promised to do so at some future unstated date when he finds the time.

417. The “Kissa” Letter of January 10, 2023, attached an estimate for asbestos remediation dated August 13, 2022, with a purported expiration date of August 27, 2022, addressed to Yorkville from R.J. Brownell—R.G. Brownell’s son—of “Overall Builders.”

418. Therefore, the purported August 2022 remediation estimate was generated over four months before Kissa’s alleged inspection, and several weeks before R.G. Brownell introduced Kissa to Yorkville as a potential buyer for the Hale Property.

419. The Overall Builders report estimated remediation of asbestos, lead based paint, and mold would cost \$342,000.00.

420. Among other predicate acts, Defendants interfered with a project involving the U.S. Tennis Association (USTA). Terra Carta (Green Sapphire’s subsidiary) had positioned itself to secure a transformative business opportunity by potentially hosting the USTA Regional Headquarters on its 300-acre property located near Austin, Texas (the “Austin Property”). This project was critical to Terra Carta’s long-term strategy, offering substantial economic and strategic benefits, including the creation of a national sports destination, a catalyst for local development, and a hub for sports tourism.

421. Defendants, through a coordinated scheme of corporate espionage, engaged in the theft of confidential trade secrets and business information belonging to Plaintiffs, including critical GPS data and strategic information about the USTA Regional Headquarters project. This proprietary information was essential for the Plaintiffs’ competitive positioning and future business opportunities.

422. Defendants deliberately undermined Plaintiffs' USTA Regional Headquarters project, a highly valuable business opportunity, by gaining control of the Austin Property using fraudulently acquired information. This act deprived the Plaintiffs of the economic benefits that would have arisen from establishing the property as a national sports destination, thereby causing significant financial and reputational harm.

423. Defendant Mack participated in drafting fraudulent letters of intent and contracts from his Illinois office, which misrepresented the sale of the Austin Property to an unrelated third party at a substantially lower value. This fraudulent transaction caused the Plaintiffs to lose not only the property's market value but also strategic business opportunities tied to its development.

424. In addition, Defendants engaged in creating defamatory websites and disseminating false information about Plaintiff's key business leaders, particularly targeting Wolfe. This misinformation campaign aimed to damage Plaintiff's business relationships, dissuade potential partners, and disrupt ongoing negotiations.

425. Defendants created counterfeit earnest money deposits to obscure the fraudulent nature of the transaction and to misappropriate funds. This misrepresentation to third parties enabled the sale of the property at a fraction of its appraised value, directly harming Plaintiff's financial interests.

426. Cicoski caused Terra Carta to grant a release and waiver of claims against Endeavor Real Estate and related parties, knowing that Terra Carta was insolvent at the time or became insolvent as a result. This release was granted without adequate compensation, depriving Plaintiff of a valuable asset without receiving equivalent value in return.

427. As a direct and proximate result of these fraudulent transfers, Plaintiff Alpha Carta suffered substantial financial losses, including the depletion of assets, loss of valuable claims, and impairment of Alpha Carta's ability to collect on its debt.

428. The Defendants' actions from 2021 to 2024 exemplify a sustained and coordinated pattern of racketeering activity aimed at defrauding Plaintiffs and obstructing lawful asset recovery. This scheme included fraudulent property sales, unauthorized transactions, the submission of counterfeit documents, and the misappropriation of funds. Key acts involved falsified asbestos and mold remediation reports, misuse of corporate entities for asset diversion, and the deliberate undermining of strategic business opportunities, such as the USTA Regional Headquarters project. Defendants also engaged in defamatory campaigns and digital espionage, stealing confidential trade secrets to gain competitive advantages. The culmination of these predicate acts under RICO, including wire fraud and digital fraud, resulted in substantial financial harm and asset depletion for Plaintiff Alpha Carta, exceeding \$10 million in losses and impairing its ability to recover debts.

429. The Defendants' pattern of racketeering activity and predicate acts reveals a meticulously coordinated effort to inflict widespread harm on the Plaintiffs. These interconnected

schemes, marked by fraud, obstruction, and asset concealment, have collectively caused significant financial, operational, and reputational damage. The cumulative impact of these actions underscores the gravity of the harm inflicted upon the Plaintiffs and serves as a foundation for quantifying the damages they have sustained.

XII. Summary of Damages to Plaintiff

430. The damages inflicted upon the Plaintiffs by the Defendants’ coordinated racketeering enterprise are extensive and multifaceted. These include substantial financial losses, operational disruptions, reputational harm, and the incurrence of significant investigative and legal costs. This summary outlines the full scope of damages suffered by the Plaintiffs as a direct result of the Defendants’ fraudulent activities, emphasizing the need for comprehensive restitution and relief.

431. Financial Losses: Plaintiff suffered substantial financial losses as a direct and proximate result of Defendants' coordinated fraudulent activities. These losses include the misappropriation of funds, unauthorized wire transfers, and fraudulent loan arrangements, which collectively amount to millions of dollars in damages.

432. Business Disruptions: Defendants' actions significantly disrupted Plaintiffs’ business operations. Unauthorized access to Plaintiffs’ systems, manipulation of records, and the diversion of corporate funds hindered essential functions, causing operational delays, project interruptions, and a substantial depletion of resources needed for ongoing and future business ventures.

433. Reputational Harm: Defendants engaged in defamatory actions aimed at damaging Plaintiffs’ reputations within the business community and with potential partners. This reputational harm has not only strained the Plaintiffs’ relationships with key stakeholders but has also limited future opportunities, reducing the Plaintiffs’ market competitiveness and business standing.

434. Investigative and Security Costs: Plaintiffs incurred substantial costs to investigate the breadth of Defendants' scheme, secure its digital infrastructure, and recover proprietary information compromised by Defendants’ unauthorized access. These costs include expenses for forensic analysis, legal investigations, and enhanced security measures to protect against future misconduct.

435. Cumulative Impact on Plaintiffs: The collective impact of Defendants' actions has had a devastating effect on Plaintiffs’ financial position, operational stability, and reputation.

These damages are inextricably linked to the Defendants' pattern of racketeering activity and other predicate acts as described under RICO, and Plaintiffs seek compensation, including treble damages, attorney fees, and injunctive relief, to remedy the extensive harm caused.

436. Plaintiffs suffered significant financial and operational harm due to Defendants' coordinated fraudulent activities. Financial losses include the misappropriation of funds, unauthorized wire transfers, and fraudulent loan arrangements, totaling millions of dollars. Business operations were severely disrupted by unauthorized access, record manipulation, and fund diversions, leading to project delays and resource depletion. Additionally, Defendants' defamatory actions caused reputational damage, straining relationships with stakeholders and limiting future opportunities. The Plaintiffs also incurred substantial investigative and security costs to uncover the extent of the scheme and bolster defenses against future misconduct. The cumulative impact of these actions has destabilized Plaintiffs' financial position, operational integrity, and market reputation, warranting compensation, including treble damages, attorney fees, and injunctive relief under RICO provisions.

437. The extensive damages suffered by the Plaintiffs underscore the pervasive and deliberate nature of the Defendants' coordinated enterprise. These harms, encompassing financial, operational, and reputational losses, did not arise from isolated incidents but from a carefully orchestrated scheme. To fully understand the breadth of this enterprise, it is essential to examine the overarching fraudulent framework through which the Defendants executed their unlawful activities.

XIII. Overview of Defendants' Coordinated Fraudulent Scheme

438. The Defendants' fraudulent scheme was meticulously planned and executed, encompassing a range of interconnected activities designed to defraud the Plaintiffs and obscure their misconduct. This overview provides a comprehensive analysis of the scheme, detailing the methods employed, the coordination among the Defendants, and the overarching intent to undermine the Plaintiffs' financial and operational stability.

439. Defendants engaged in a systematic scheme involving coordinated acts of fraud, encompassing loan fraud, escrow fraud, and defamation, among others. This network operated as a continuous unit, organized to defraud Plaintiff and prevent lawful asset recovery. The enterprise's structure allowed each Defendant to contribute to a unified objective, using specialized roles to execute their fraudulent schemes.

440. Beginning on or about February 2024, Plaintiffs discovered a series of fraudulent

schemes in which Defendants R.G. Brownell, Smith, Rockwater, Springett, Tailwind, Looper, Proton Green, Mack, Salazar, and Whinnery, as well as their related entities and others working at their behest, conspired among themselves and conceived of a plan to systematically loot money and property of Plaintiffs by means of fraud, money laundering, breach of fiduciary duty, abuse of process, identity theft, cyber harassment, fraudulent sales, fictitious lawsuits, and other wrongful conduct.

441. By these schemes, the Defendants (a) created a purchase contract with a fake purchaser; (b) falsified an asbestos report related to this property; (c) filed a fictitious lawsuit falsely alleging sex crimes filed with the Illinois Circuit Court; (d) published their fictitious Complaint on multiple websites with the intent to weaponize the Illinois judicial system; (e) set up a false claim for control of two parcels of real estate located in St. Barth's; and (f) set up false loans or loans whose proceeds were received by one or more of the Defendants.

442. This is an integrated, ongoing scheme orchestrated by ex-convicts, officers terminated for misconduct, and their allies working in concert for a common purpose.

443. Plaintiff Wolfe is an experienced financial services professional and citizen of DuPage County, Illinois, with a decades-long professional association with Co-Plaintiffs.

444. Plaintiff Yorkville, is a Delaware limited liability company with its principal place of business in Wheaton, Illinois. It is owned by the Prairie II Trust, a Cayman Islands Trust. Its beneficiaries are the same as the beneficiaries of the Petro Carta Trust. Plaintiff Prairie Trust is the Trustee of the Prairie II Trust.

445. Defendants engaged in a coordinated scheme involving multiple acts of fraud, including loan fraud, escrow fraud, bank fraud, assignment fraud, mortgage fraud, money laundering, obstruction of justice, and defamation. Each of these acts constituted a predicate act under 18 U.S.C. § 1961(1) and was part of a broader effort to defraud Plaintiff and prevent lawful recovery of assets.

446. On or about March 15, 2023, Defendant R.G. Brownell, using his position within BNW, orchestrated an interstate wire transfer of more than \$500,000.00 from an Illinois-based account under the control of Yorkville to an offshore account in the Cayman Islands. This transfer, facilitated without board authorization or legitimate business purpose, was intended to obscure the funds' origin and deprive Plaintiffs of rightful control over assets. Through email communications on March 10, 2023, R.G. Brownell misrepresented the nature of this transaction as a 'consulting fee,' providing false invoices to conceal the misappropriated funds. This illustrates the bribery and

inducement scheme orchestrated by R.G. Brownell, who used various corrupt tactics to achieve his aims. R.G. Brownell's methods included offering bribes and engaging in illicit inducements such as property theft and arranging kickbacks, all carefully designed to manipulate outcomes in his favor.

447. Defendants utilized an IOLTA trust account to facilitate their scheme, routing and rerouting funds through it to obscure their fraudulent origins and disguise the nature of transactions. Defendant Mack's use of the IOLTA account served to conceal the financial activities of the enterprise and prevent detection.

448. The Defendants' coordinated actions, including communication, coordination meetings, and systematic execution of their roles, allowed the enterprise to operate as a continuous, organized unit. The Defendants' cooperation and directed resources enabled them to execute fraudulent acts with precision, furthering their scheme to defraud Plaintiff and obstruct lawful financial recovery efforts.

449. The Defendants' activities spanned from 2021 to 2024, demonstrating a sustained pattern of racketeering activity as defined under 18 U.S.C. § 1961(5). This pattern of related predicate acts, all committed in furtherance of the enterprise's fraudulent objectives, shows a deliberate and coordinated scheme aimed at defrauding Plaintiff, obstructing lawful collection efforts, and protecting the enterprise's assets.

450. The predicate acts, including fraudulent loan arrangements, escrow misappropriations, unauthorized transactions, and defamatory lawsuits, were causally connected to Plaintiff's injuries. These actions contributed to Plaintiff's financial losses exceeding \$10,000,000, which included reputational damage, business disruption, and a substantial loss of goodwill.

451. The Defendants orchestrated a complex and continuous scheme from 2021 to 2024, marked by systematic acts of fraud, including loan fraud, escrow manipulation, and defamation. This sophisticated operation, involving ex-convicts and individuals with professional misconduct records, aimed to defraud Plaintiffs and obstruct lawful asset recovery through an array of fraudulent practices, such as falsified legal documents and unauthorized financial transactions. Utilizing an IOLTA trust account to obscure financial activity, the Defendants effectively concealed the origins and destinations of misappropriated funds. This pattern of coordinated racketeering activity led to over \$10 million in damages for Plaintiffs, encompassing financial loss, reputational harm, and significant business disruption.

All Defendants

452. Plaintiff incorporates by reference each and every preceding paragraph as though fully set forth herein.

453. This claim arises under the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1962(c), which prohibits conducting or participating, directly or indirectly, in the conduct of an enterprise's affairs through a pattern of racketeering activity. Defendants engaged in a scheme involving multiple, continuous acts of fraud, including loan fraud, escrow fraud, bank fraud, assignment fraud, mortgage fraud, money laundering, obstruction of justice, and defamation—all of which are predicate acts under 18 U.S.C. § 1961(1).

454. At all relevant times, each Defendant qualifies as a "person" within the meaning of 18 U.S.C. § 1961(3) and was capable of holding a legal or beneficial interest in property.

455. Defendants R.G. Brownell, Whinnery, Mack, BNW, Global Capital, Proton Green, Smith, Rockwater, and other known and unknown co-conspirators formed an enterprise under 18 U.S.C. § 1961(4). This enterprise operated as an association-in-fact, structured with distinct roles, a hierarchy, and defined functions that allowed the Defendants to collectively execute and maintain their fraudulent scheme. The shared purpose of this enterprise was to defraud Plaintiff and other victims through complex financial maneuvers, deceptive property transfers, and digital impersonations, thereby obstructing Plaintiff's ability to collect on claims and recover losses.

456. The enterprise functioned with a clear structure and designated roles among Defendants, which allowed for coordinated and sustained criminal activity. Specifically:

- a. Defendant R.G. Brownell acted as the financial coordinator, overseeing the direction of funds within the enterprise and organizing multiple fraudulent loan agreements. His role included fabricating terms and orchestrating misrepresentations to financial institutions to induce reliance and secure fraudulent financing;
- b. Defendant Whinnery, using various aliases, managed the transfer and concealment of funds through layers of transactions. He was responsible for falsifying documents and providing misleading information to escrow agents and investors, which concealed the enterprise's activities from oversight and accountability;

- c. Defendant Mack served as the intermediary and logistics manager for the enterprise's financial operations. He facilitated the obscuring of identities and the movement of funds through layered and circular transfers, providing a crucial mechanism for the Defendants to disguise the true nature and destination of fraudulent proceeds; and
- d. Defendants BNW, Global Capital, Proton Green, and other affiliated entities acted as instrumental vehicles for laundering the proceeds of the fraudulent schemes and concealing the enterprise's operational reach. These entities were strategically established and utilized to ensure a seamless flow of illicit gains while shielding Defendants from direct liability.

457. To further their fraudulent objectives, the Defendants engaged in regular communication, coordination meetings, and systematic execution of assigned roles. The enterprise operated as a continuous, organized unit that presented an ongoing threat of future racketeering activity. By consistently directing resources, generating false documentation, and coordinating complex transfers across jurisdictions, the enterprise was able to execute each fraudulent act with precision and evade detection. The Defendants exhibited clear cooperation, with each member acting in furtherance of the enterprise's unified purpose to defraud Plaintiff and undermine lawful financial recovery efforts.

458. Between 2021 and 2024, Defendants engaged in a sustained pattern of racketeering activity as defined under 18 U.S.C. § 1961(5), involving numerous related predicate acts, all of which were committed in furtherance of the enterprise's fraudulent objectives. This pattern, spanning multiple years, demonstrates a deliberate and coordinated scheme aimed at defrauding Plaintiff and protecting the enterprise's assets from lawful collection efforts. The Defendants' actions were not isolated incidents but rather part of a continuous, interconnected series of fraudulent activities intended to hinder, delay, and obstruct Plaintiff's ability to recover its rightful claims.

459. The predicate acts constituting this pattern include:

- a. Loan Fraud: Defendants, led by R.G. Brownell and Whinnery, executed multiple fraudulent loans, including a \$2.9 million loan (the Breakers Loan) in September 2023 by fabricating terms to induce

default, a \$4 million loan with falsified financials on July 26, 2023, and a \$10 million loan (the Green Sapphire Loan) in February 2023 backed by falsified collateral, all designed to facilitate control over Plaintiff's assets.

- b. Escrow Fraud: Whinnery and Mack coordinated the misappropriation of escrow funds by disguising these funds as consulting fees in July 2024, diverting funds for unauthorized purposes in April 2023, and falsifying account statements in January 2024, deceiving stakeholders and concealing the true financial state of the enterprise.
- c. Money Laundering and Fund Transfers: Mack oversaw complex, multi-layered fund transfers, including a \$7.1 million circular transaction in February 2023 and a \$520,000 routing through offshore accounts in July 2024. These transactions further concealed the origins and flow of funds within the enterprise, ensuring the continuity of fraudulent activities while obscuring the paper trail.
- d. Kickbacks and Bribes (18 U.S.C. § 1341, 18 U.S.C. § 1343, 18 U.S.C. § 1956): Defendants funneled disguised bribes as "consulting fees" from 2021 through 2024, securing cooperation in the enterprise's illicit schemes.
- e. Money Laundering (18 U.S.C. § 1956): Defendants conducted complex, multi-layered transfers, including a \$7.1 million circular transaction in February 2023, a \$332,000 follow-up through BNW, and a \$520,000 routing through offshore accounts in July 2024 to obscure the origin and nature of funds.
- f. Wire Fraud (18 U.S.C. § 1343): Defendants repeatedly misclassified and falsified wire transfers, including a \$7.1 million transfer in February 2023 as consulting fees and falsified loan applications in June 2023 to secure financing under fraudulent pretenses.
- g. Bank Fraud (18 U.S.C. § 1344): Defendants misrepresented transaction details to financial institutions, including a manipulated bank transaction in September 2023 and fraudulent financial records in April 2024 to secure loans.

- h. Obstruction of Justice (18 U.S.C. § 1503, 18 U.S.C. § 1512):
Defendants tampered with ownership records on August 7, 2024, filed false court documents on September 13, 2024, and executed a forbearance agreement in June 2024 to delay enforcement actions against the enterprise.
- i. Defamation and Extortion (18 U.S.C. § 875, 18 U.S.C. § 1513):
Defendants initiated a baseless lawsuit under the alias "Susan Essex" on January 3, 2024, disseminating defamatory allegations and sent defamatory emails in September 2024 to coerce settlements.
- j. Interstate and Foreign Travel in Aid of Racketeering (18 U.S.C. § 1952): Defendants executed cross-border fraudulent transactions, including a \$10 million loan transaction with Green Sapphire on February 16, 2023, and additional international transfers in 2024 to support laundering schemes.
- k. Additional Wire Fraud and Money Laundering: From 2023 to 2024, Defendants created circular transfers totaling \$8.6 million to hinder investigation efforts and obscure illicit proceeds.

460. Defendants directly participated in the conduct of the enterprise's affairs by directing, managing, and facilitating fraudulent acts. Each Defendant's participation involved coordinating financial transfers, document falsification, and obstructive actions to ensure a steady flow of illicit gains to enterprise members.

461. The fraudulent acts listed were causally connected to Plaintiff's injuries, as each type of predicate act contributed to Plaintiff's financial losses exceeding \$10,000,000. These losses stemmed from fraudulent loan arrangements, escrow misappropriations, and unauthorized transactions, causing substantial reputational damage, business disruption, and loss of goodwill.

462. Plaintiff was directly and proximately harmed by Defendants' conduct as outlined in 18 U.S.C. § 1964(c) and seeks treble damages for financial harm, recovery of reasonable attorney fees and costs, and injunctive relief prohibiting Defendants from further fraudulent conduct. Plaintiff also requests any additional relief the Court deems just and proper to prevent further harm.

COUNT II - FEDERAL CIVIL RICO CONSPIRACY (18 U.S.C. § 1962(d))

All Defendants

463. Plaintiff incorporates by reference each and every preceding paragraph as though fully set forth herein.

464. This action arises under the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1962(d), which makes it unlawful for any person to conspire to violate the provisions of 18 U.S.C. § 1962(c). Defendants Whinnery, R.G. Brownell (also known as Robert Bigelow), Mack, BNW, Global Capital, Proton Green, Smith, Rockwater, and others conspired to engage in a pattern of racketeering activity, including loan fraud, escrow fraud, bank fraud, assignment fraud, and mortgage fraud, among other predicate acts, all aimed at defrauding Plaintiffs and others through a coordinated enterprise.

465. Beginning no later than August 2021 and continuing through at least June 2024, Defendants knowingly and willfully entered into an agreement to facilitate the operations of a fraudulent enterprise. The purpose of the conspiracy was to violate 18 U.S.C. § 1962(c) by conducting or participating, directly or indirectly, in the affairs of the enterprise through a pattern of racketeering activity. Defendants agreed to collaborate to achieve their unlawful objectives by concealing the true ownership of assets, executing fraudulent financial transactions, falsifying corporate records, and using digital impersonations to deceive third parties.

466. In furtherance of the conspiracy, Defendants committed numerous overt acts, including but not limited to:

- a. Fraudulent Loan Transactions: On September 21, 2021, Defendants orchestrated a fraudulent loan from Kips Bay Select LP to Plateau Carbon, employing misrepresentations and falsified documents to induce reliance by financial institutions. In July 2023, Defendants submitted falsified financial information to secure a \$2.9 million loan (Breakers Loan), misrepresenting financial conditions to induce the loan. On February 16, 2023, Defendants executed a sham \$10 million loan (the Green Sapphire Loan) secured by fabricated collateral in the St. Barths Property, aiming to control and misappropriate Plaintiff's assets.
- b. Manipulation of Corporate Records: On August 13, 2021, Defendants manipulated corporate records to replace directors of Yorkville, disguising their control over corporate assets. Throughout

2023 and 2024, Defendants continued to falsify corporate filings to mislead creditors and regulatory authorities, masking true ownership and control.

- c. Creation of False Legal Documents: In February 2023, Defendants prepared sham collateral documents related to the \$10 million Green Sapphire Loan for the St. Barths Property, intending to deceive financial institutions regarding the security of the loan. Defendants repeatedly prepared falsified escrow account statements and legal documents, misleading stakeholders regarding fund balances and collateral security.
- d. Digital Impersonation: Defendants engaged in digital impersonation of Plaintiff's business operations, misrepresenting their roles and authorities in digital Communications to third parties to manipulate business relationships and fraudulently gain control over Plaintiff's assets.

467. Each Defendant was aware of and knowingly participated in the conspiracy to violate 18 U.S.C. § 1962(c). Defendants understood that their coordinated actions were part of a broader scheme to defraud Plaintiff and utilize the enterprise for illegal activities. Each Defendant knowingly performed or aided in committing multiple predicate acts in furtherance of the conspiracy, including:

- a. Extortion, Defamation-Related Acts, Interstate Mail Fraud, and Hobbs Act Violations (18 U.S.C. §§ 875, 1341, 1513, 1951): Defendants engaged in a systematic and coordinated campaign of extortion and coercion aimed at undermining Plaintiff's business operations and extracting financial concessions. This scheme included filing a fictitious "Susan Essex" lawsuit in August 2022, with the intent to harass, defame, and inflict reputational damage upon Plaintiffs to force settlements under duress. On September 3, 2024, Defendants escalated these efforts by transmitting defamatory and threatening communications through fraudulent accounts, including emails and phone calls that explicitly stated intentions to disseminate false information about Plaintiffs' business dealings

unless substantial payments or compliance with their demands were made. These threats were bolstered by two defamatory websites and an anonymous letter sent to Wolfe in July 2023, the content of which was echoed in posts made on the websites, further amplifying the pressure on Plaintiffs and supporting the scheme's credibility.

- b. Furthermore, Defendants utilized interstate mail to circulate defamatory and fraudulent materials that reached third parties across state lines, amplifying the pressure on Plaintiffs and extending the damaging reach of their extortionate tactics. These actions were part of a calculated strategy to induce fear and compliance, violating the Hobbs Act (18 U.S.C. § 1951), which prohibits robbery, extortion, and conspiracies to commit those crimes that affect interstate or foreign commerce, by seeking to obtain property and financial concessions through coercive means. The conduct demonstrates the coordinated and malicious intent of the racketeering enterprise to exploit Plaintiff's vulnerability, disrupt business stability, and gain unjust financial advantage. The interstate nature of the communications and threats underscores the far-reaching impact on the Plaintiffs' ability to conduct business, fulfill contracts, and maintain a reputable standing across the country.
- c. Loan Fraud (18 U.S.C. § 1344, 18 U.S.C. § 1014): Defendants orchestrated fraudulent loans, including a \$2.9 million loan involving Proton Green on September 7, 2023, intended to induce default and enable asset seizure. They also submitted false financial information to secure a \$4 million loan in July 2023 and executed a sham \$10 million loan (the Green Sapphire Loan) with falsified collateral in February 2023.
- d. Escrow Fraud (18 U.S.C. § 1343, 18 U.S.C. § 1956): Defendants conspired to disguise misappropriated escrow funds as consulting fees in July 2024, diverted escrow funds for unauthorized purposes in April 2023, and provided false escrow account balance information in January 2024 to deceive stakeholders.

- e. Assignment Fraud and Interstate Mail Fraud (18 U.S.C. § 1341, 18 U.S.C. § 1343): In March 2023, Defendants fraudulently assigned interests in Florida Access without proper authorization, using interstate mail to transmit false documents to stakeholders. These mailings misrepresented the ownership and control of assets, deceiving creditors and investors. In June 2024, Defendants engaged in further fraudulent activity by mailing reassigned promissory notes across state lines. In September 2023, they also transferred a lien on the St. Barths Property using mailed documents with fraudulent information to mislead stakeholders.
- f. Kickback Payments (18 U.S.C. § 1341, 18 U.S.C. § 1343, 18 U.S.C. § 1956):
- g. Between 2021 and 2024, Defendants issued and accepted disguised kickbacks totaling approximately \$580,000 to secure cooperation and approvals necessary for the enterprise's fraudulent operations, including payments masked as consulting fees.
- h. Money Laundering (18 U.S.C. § 1956): Defendants engaged in circular fund transfers to obscure funds' origins, such as the \$7.1 million transfer in February 2023, followed by a \$332,000 transfer through BNW. From July 27-31, 2024, they routed \$520,000 through offshore accounts to further conceal illicit proceeds.
- i. Wire Fraud (18 U.S.C. § 1343): Defendants employed wire communications to misrepresent and conceal the nature of transactions. On February 23, 2023, Defendants misclassified a \$7.1 million transfer as consulting fees, and on February 24, 2023, provided false wire instructions, concealing the fraudulent purpose. In June 2023, they electronically falsified loan applications to secure financing.
- j. Bank Fraud (18 U.S.C. § 1344): Defendants provided false transaction descriptions to banks in September 2023 to mislead financial institutions and obtained fraudulent loans using misleading financial statements in April 2024.

k. Obstruction of Justice (18 U.S.C. § 1503, 18 U.S.C. § 1512):

Defendants altered ownership records on August 7, 2024, to conceal the enterprise's interests in certain assets and filed false amended court documents on September 13, 2024, to delay and interfere with legal proceedings. In June 2024, they executed a forbearance agreement to obstruct enforcement actions.

468. As a direct and proximate result of the Defendants' conspiracy and their violations of 18 U.S.C. § 1962(d), the Plaintiffs suffered significant financial and reputational damages, including financial losses exceeding \$10,000,000 due to fraudulent loans, diversion of funds, and unauthorized transactions. Plaintiffs' business goodwill and reputation were further damaged due to Defendants' ongoing misrepresentations and interference with Plaintiffs' control over assets.

469. Pursuant to 18 U.S.C. § 1964(c), Plaintiffs seek treble damages for the financial harm caused by Defendants' conspiracy to engage in racketeering activity, recovery of reasonable attorney fees and costs, injunctive relief to prevent Defendants from continuing their fraudulent practices, and any additional relief deemed just and proper by the Court.

COUNT III - VIOLATION OF THE COMPUTER FRAUD AND ABUSE ACT
(CFAA) (18 U.S.C. § 1030)

Whinnery, R.G. Brownell, Mack

470. This action arises under the Computer Fraud and Abuse Act (CFAA), 18 U.S.C. § 1030, which prohibits unauthorized access to protected computers and using such access to further fraudulent schemes, obtain information, or cause damage. Defendants Whinnery, R.G. Brownell, and Mack knowingly accessed Plaintiffs' protected computer systems without authorization or exceeded authorized access, resulting in significant damage and loss to Plaintiffs.

471. At all relevant times, Plaintiffs operated a business that utilized computer systems, servers, and data storage devices for legitimate business purposes. These systems contained confidential, proprietary, and business-critical information, including, but not limited to, customer data, business operations, financial records, and internal communication platforms. The computer systems are "protected computers" within the meaning of 18 U.S.C. § 1030(e)(2)(B) as they are used in or affecting interstate or foreign commerce or communication.

472. Defendants accessed Plaintiffs' protected computer systems without authorization, or exceeded their authorized access, for purposes not permitted by Plaintiffs, including but not limited to: Whinnery accessing systems to steal confidential information, R.G. Brownell directing activities that utilized stolen digital credentials, and Mack providing technical support for

unauthorized access and manipulation of Plaintiffs' digital infrastructure.

473. Defendants engaged in the unauthorized access and use of Plaintiffs' computer systems with the intent to defraud Plaintiffs and third parties, and to benefit from the stolen information and misappropriated digital credentials. Defendants' actions were undertaken with the aim of misrepresenting Plaintiffs' business through unauthorized websites, conducting unauthorized transactions, and manipulating business records to conceal their fraudulent activities.

474. As a direct result of Defendants' violations of 18 U.S.C. § 1030(a), Plaintiffs suffered damages and losses exceeding \$5,000 within a one-year period, including but not limited to: costs of investigating the unauthorized access, expenses for implementing enhanced security measures, disruption of business operations, and the permanent loss of confidential and proprietary data.

475. Defendants' conduct constitutes a violation of multiple subsections of 18 U.S.C. § 1030(a), including: § 1030(a)(2)(C) for unauthorized access to obtain information, § 1030(a)(4) for access with intent to defraud, § 1030(a)(5)(A) for causing damage through transmission of code, and § 1030(a)(5)(B) and (C) for recklessly causing damage through unauthorized access.

476. Pursuant to 18 U.S.C. § 1030(g), Plaintiffs seek compensatory damages for economic losses resulting from Defendants' violations, injunctive relief to prevent further unauthorized access, punitive damages to deter similar conduct, reasonable attorney fees and costs, and such other relief as the Court deems just and proper.

COUNT IV - UNJUST ENRICHMENT (ALTERNATIVE TO RESCISSION)

All Defendants

477. This claim arises as an alternative to other remedies, including rescission (*see* Claim XXVI below). It seeks to recover benefits unjustly obtained by Defendants, which cannot be adequately addressed through contractual remedies alone. Defendants have wrongfully gained financial and other benefits at the expense of Plaintiffs through fraudulent transactions and manipulative conduct.

478. Defendants, including Whinnery, R.G. Brownell, and Mack, received substantial benefits through fraudulent transfers, financial transactions, and the improper use of Plaintiffs' business identity and resources. These actions included orchestrating unauthorized transfers of funds and misusing the Plaintiff's digital credentials to conduct activities that resulted in financial enrichment.

479. The benefits received by Defendants were obtained without a valid legal basis and in violation of equitable principles. Defendants' actions have resulted in significant financial loss to Plaintiffs, while Defendants have retained the profits, funds, and assets gained through their misconduct. Retention of these benefits by Defendants would result in their unjust enrichment under the circumstances, as they were gained through fraudulent means and unauthorized use of Plaintiffs' resources.

480. As an alternative to the remedies sought in other claims, Plaintiffs seek restitution, requiring Defendants to disgorge all benefits and funds obtained at Plaintiffs' expense, the imposition of a constructive trust over any funds or property wrongfully obtained by Defendants, and such other equitable relief as the Court deems just and appropriate to remedy the harm suffered by Plaintiffs.

COUNT V - CONVERSION

All Defendants

479. This claim arises from Defendants' wrongful taking and control over Plaintiffs' property and funds without consent or legal justification. Defendants have exercised dominion and control over Plaintiffs' assets, including money, confidential data, real property, and personal property, thereby depriving Plaintiffs of their rightful ownership and use of these assets.

481. Defendants, including Whinnery, R.G. Brownell, and Mack, took possession of or exerted control over Plaintiffs' property through the misappropriation of funds, seizure of confidential business data, and control over physical assets. These actions included directing unauthorized transfers of funds, accessing and taking proprietary data, and withholding property despite the Plaintiffs' demands for its return.

482. Defendants' actions constitute conversion because they wrongfully exercised dominion and control over Plaintiffs' property, deprived Plaintiffs of their right to possession of its funds, data, and physical property, and refused to return or account for the property after demands for its return were made by Plaintiffs.

483. As a direct and proximate result of Defendants' acts of conversion, Plaintiffs suffered significant damages, including but not limited to: financial loss exceeding \$5,000,000 from the converted funds, impairment to business operations due to loss of business records and data, and substantial costs incurred in efforts to recover the converted property and investigate Defendants' actions.

484. Plaintiffs seek compensatory damages for the full value of the converted property,

punitive damages due to the willful and malicious nature of Defendants' actions, an order compelling the return of all converted property, and such other relief as the Court deems just and appropriate, including costs and attorney fees associated with the prosecution of this claim.

**COUNT VI – TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC
ADVANTAGE (DETAILED)**
All Defendants

485. This claim arises from Defendants' deliberate and wrongful interference with Plaintiffs' specific business relationships and opportunities, which would have resulted in significant future economic benefits. The Defendants' actions were intended to disrupt the Plaintiffs' economic interests and to gain an unfair competitive advantage for themselves and entities under their control.

486. Plaintiffs had legitimate expectations of maintaining and developing valuable business relationships and contracts with third parties, including ongoing negotiations with investors and business partners for potential contracts and collaborations that would have significantly contributed to its revenue and growth. These opportunities included negotiations for real estate developments, financing arrangements, and strategic alliances, as well as efforts to maintain and expand its customer base.

487. Defendants, including R.G. Brownell and Mack, engaged in intentional and wrongful conduct designed to interfere with Plaintiffs' business relationships and economic opportunities. The conduct encompassed making misrepresentations, as well as disseminating false, disparaging, and defamatory statements that significantly undermined the trust and reputation of the Plaintiffs. It further included establishing fraudulent websites to divert business opportunities and offering misleading information during contract negotiations and contract performance to disrupt Plaintiffs' business dealings.

488. Defendants' interference with Plaintiffs' prospective economic relationships was unjustified, malicious, and undertaken solely to harm Plaintiffs' business interests and to secure economic advantages for themselves and their controlled entities. Defendants acted without any legitimate business reason and with knowledge of the probable disruption to Plaintiffs' business activities.

489. As a direct and proximate result of Defendants' tortious interference with Plaintiffs' prospective economic advantage, Plaintiffs suffered substantial damages, including the loss of business contracts and partnerships, a diminished market share, and harm to Plaintiffs' reputations, making it more difficult to engage with potential business partners and investors in

the future.

490. Plaintiffs seek compensatory damages for the loss of business opportunities, punitive damages due to the willful and malicious nature of Defendants' conduct, injunctive relief to prevent further interference, and such other relief as the Court deems just and appropriate, including attorney fees and costs associated with the prosecution of this claim.

COUNT VII – CONSTRUCTIVE FRAUDULENT TRANSFER
Endeavor Real Estate, Cerco, OP Highridge

489. This claim arises under applicable fraudulent transfer statutes, including the Uniform Fraudulent Transfer Act (UFTA) as enacted in Illinois, Texas, or other relevant state law, based on the premise that certain transfers made by Defendants were fraudulent as to Plaintiff Alpha Carta because they were made by the transferor without receiving reasonably equivalent value in return while the transferor was insolvent or which caused the transferor to become insolvent.

491. Defendants, including Whinnery, R.G. Brownell, and Mack, engaged in several transfers of assets, including the sale of 340 acres of land in Austin, Texas (the Austin Property), owned by subsidiaries of Terra Carta known as the Highridge Development LLCs. This property was valued at over \$78 million, yet it was sold for \$39 million to Defendant OP Highridge, resulting in the insolvency of the Highridge Development LLCs and deepening the insolvency of Terra Carta and Green Sapphire.

492. In addition to the fraudulent transfer of the real property owned by the Highridge Development LLCs, Cicoski caused Terra Carta to execute and deliver an unconditional release and waiver of certain claims against Defendant Endeavor Real Estate and related parties ("the Release").

493. Terra Carta was insolvent at the time of the granting of the Release or it became insolvent as a result of the granting of the Release.

494. At the time it granted the Release, Terra Carta possessed meritorious and valuable claims against Endeavor Real Estate and related parties, including Defendant Cerco arising out of and related to the development agreement between Terra Carta and Cerco dated January 2022.

495. Terra Carta received less than the equivalent value in exchange for granting the release.

496. At the time of the transfers, the High Ridge Development LLCs and the transferors became insolvent or were left with unreasonably small capital to continue their

business operations. The transfers caused a significant depletion of assets, directly impairing the Plaintiffs' ability to recover the amounts owed.

497. Plaintiff Alpha Carta seeks an order avoiding the fraudulent transfers of real property and the Release, and directing that the transferred assets or their equivalent value in money be recovered by Alpha Carta.

COUNT VIII – INTENTIONALLY FRAUDULENT TRANSFER

Endeavor Real Estate, Cerco, OP Highridge

496. This claim arises under applicable fraudulent transfer statutes, including the Uniform Fraudulent Transfer Act (UFTA) or other relevant state law, based on the premise that Defendants were the recipients of certain transfers of interest and property that were made with the actual intent to hinder, delay, or defraud Alpha Carta in its capacity as a creditor of the transferor.

498. Defendants, including Whinnery, R.G. Brownell, Mack, and others, engaged in a deliberate scheme to transfer assets with the intent to defraud Plaintiffs. These actions included executing a sham Purchase and Sale Agreement to sell 340 acres of land in Austin, Texas (the Austin Property), to a shell company, creating counterfeit earnest money deposits to misappropriate funds, and misrepresenting Plaintiffs' business to third parties to facilitate the sale of the property below its appraised value.

499. Defendants' actions were taken with the actual intent to hinder, delay, or defraud Plaintiffs by transferring assets in a manner that concealed the true nature of the transactions, obstructed Plaintiffs' ability to recover its claims, and enriched Defendants at Plaintiffs' expense. Defendants employed a pattern of concealment through the use of shell entities and false documents, timing their actions to prevent Plaintiffs from recovering their rightful assets.

500. Defendants Cero Development, Endeavor Real Estate, and OP Highridge knowingly participated in the fraudulent transfer, but the transferors received the real property from the Highridge Development LLCs and the release with actual intent to hinder, delay, or defraud Alpha Carta in its capacity as creditor of Green Sapphire and Terra Carta.

501. Plaintiffs seek an order voiding the fraudulent transfers and restoring the assets or their equivalent value, the imposition of a constructive trust over the fraudulently transferred assets, compensatory and punitive damages due to the willful and malicious nature of Defendants' actions, injunctive relief to prevent further transfers, and such other relief as the Court deems just and appropriate, including costs and attorney fees.

COUNT IX – COMMERCIAL DISPARAGEMENT

Whinnery, R.G. Brownell, Smith, Looper

502. Plaintiff incorporates by reference each and every preceding paragraph as though fully set forth herein.

503. This claim arises under Illinois law, which recognizes commercial disparagement (also known as trade libel) as a cause of action to remedy harm caused by false statements made about a business or an individual's business reputation with the intent to damage their economic interests and standing in the professional community. The elements of commercial disparagement include:

- a. Publication of disparaging statements to a third party;
- b. Falsity of the statements made;
- c. Malice or Negligence by the Defendant in making the statements without regard for their truthfulness; and
- d. Special Damages suffered by the Plaintiff as a result of the disparagement.

504. Defendants Looper and Whinnery, along with other co-conspirators, engaged in the publication of false and disparaging statements about Plaintiff Wolfe to third parties through multiple channels:

- a. The Filing of the Susan Essex Complaint: In August 2022, an anonymous individual under the alias "Susan Essex" filed a complaint in DuPage County, Illinois against Plaintiff Wolfe. This complaint contained baseless, scandalous accusations, including allegations of criminal activity and adultery, calculated to damage Plaintiff Wolfe's personal and professional reputation and collect an unlawful debt.
- b. Website Publications: In October 2023, these false allegations were republished on the First Website, registered on September 11, 2023. This website was specifically designed to defame, harass, and "dox" Plaintiff Wolfe, publishing personal information, including his name, telephone number, home address, and employment details, all without consent.

505. The statements made by Defendants Whinnery, R.G. Brownell, Smith, and Looper were entirely false and unsubstantiated, including:

- a. Fabricated Allegations: The Susan Essex Complaint, filed by Defendants under the false name “Susan Essex,” alleged Plaintiff Wolfe engaged in criminal conduct and adultery. These allegations were baseless, intended solely to malign Plaintiff Wolfe’s reputation, and had no factual support.
- b. Malicious Intent in Content Creation: The First Website, followed by the Second Website in January 2024, republished these false allegations in detail, adding inflammatory language and comments designed to incite harassment and harm against Plaintiff Wolfe.

506. Defendants Whinnery, R.G. Brownell, Smith, and Looper acted with actual malice, intending to harm Plaintiff Wolfe’s professional reputation and standing, or, at minimum, demonstrated a reckless disregard for the truth:

- a. Anonymous and Deceptive Filings: The Susan Essex Complaint was filed using a fictitious address linked to a women’s shelter, a non-functional phone number, and a fake email address. The investigation linked these to Defendants Looper and Whinnery, showing deliberate concealment of their identities to avoid accountability.
- b. Coordination Between Filing and Website: Investigation revealed that the IP address and phone number associated with the Susan Essex Complaint were also used to create and maintain the First Website, linking Defendants Looper and Whinnery to both the defamatory filing and its publication.
- c. Bad Faith in Republishing False Claims: In January 2024, after the court sealed the Susan Essex Complaint, Defendants Looper and Whinnery created the Second Website, hosted internationally, to evade jurisdictional oversight and continue their defamatory campaign against Plaintiff Wolfe.

507. As a direct and proximate result of Defendants Whinnery, R.G. Brownell, Smith, and Looper’s false statements and disparaging publications, Plaintiff Wolfe suffered substantial and measurable harm:

- a. Damage to Professional Reputation: The repeated publication of

defamatory content and Plaintiff Wolfe’s association with alleged criminal conduct severely harmed his standing within the Family Office Trust Structure, affecting his role as Trustee and Director.

- b. Loss of Business Relationships: The defamatory publications impacted Plaintiff Wolfe’s professional relationships with banks, lenders, and other business partners, who viewed the fabricated allegations as credible and damaging, leading to the loss of business opportunities and harm to his professional network.
- c. Mental Distress and Safety Concerns: The websites, through doxing tactics, encouraged the public to contact, harass, and potentially harm Plaintiff Wolfe, exposing him and his family to serious security risks and psychological distress.

508. Defendants Looper and Whinnery are directly implicated in this disparagement scheme based on the following evidence:

- a. The IP address and phone number used to file the Susan Essex Complaint were traced to the same source as the First Website’s registration.
- a. Defendant Looper’s former residence was listed as the registration address for the First Website, and investigation revealed that Defendant Whinnery provided the email address used in connection with filing the Susan Essex Complaint.
- b. Following Plaintiff Wolfe’s subpoena, records produced by the website registrar and email host confirmed Defendants’ association with the alias “David Xanthan,” used to register the First Website.

509. Plaintiff Wolfe respectfully requests that the Court award:

- a. Compensatory damages for the economic harm and reputational damage caused by Defendants' false statements and defamatory publications;
- b. Punitive damages to deter Defendants Whinnery, R.G. Brownell, Smith, and Looper from engaging in similar harmful and malicious conduct in the future;
- c. Injunctive relief to prevent further publication of defamatory

statements by Defendants; and;

d. Any additional relief deemed just and proper by the Court.

COUNT X – INTENTIONALLY FRAUDULENT TRANSFER
Against Holden, Matthews, Salazar, Tailwind, Proton Green

510. Plaintiff Alpha Carta, a secured creditor of Plaintiff Breakers, brings this claim for the avoidance of intentional fraudulent transfer under applicable Illinois law, alleging that Defendants Holden, Matthews, Salazar, Tailwind, and Proton Green orchestrated a scheme to fraudulently transfer assets from Breakers with the actual intent to hinder, delay, or defraud Alpha Carta in collecting on its \$3.5 million secured claim.

511. As of July 5, 2023, Alpha Carta held a \$3.5 million secured claim against Breakers. Shortly thereafter, Defendants Matthews and Holden initiated a series of asset transfers designed to divert Breakers’ valuable assets and funds beyond Alpha Carta’s reach. Defendant Holden, Matthews, Salazar, Tailwind, and Proton Green’s actions were strategically aimed at depleting Breakers’ assets to frustrate Alpha Carta’s efforts to recover its debt, with key elements of this scheme facilitated by Proton Green, Smith, Mack, R.G. Brownell, Salazar, and Looper.

512. The facts evidencing Defendants’ actual intent to hinder, delay, or defraud Alpha Carta include the following. Around June 23, 2023, Cicoski manipulated or coerced Breakers’ sole director, Wolfe, into appointing him as the new sole director. This shift in control provided Cicoski with direct authority over Breakers’ assets, enabling him to orchestrate transfers intended to impair Alpha Carta’s secured position. This change occurred shortly before Alpha Carta’s \$3.5 million payment to Matthews and Holden in satisfaction of Breakers’ antecedent debt, making Alpha Carta a secured creditor by means of subrogation under applicable Cayman Islands law.

513. The facts demonstrating Defendant Holden, Matthews, Salazar, Tailwind, and Proton Green’s actual intent to hinder, delay, or defraud Alpha Carta include the following. On or around June 23, 2023, a shift in Breakers’ management occurred when Wolfe, the sole director, appointed a new director, effectively altering the control over Breakers’ assets. This transition facilitated decisions that enabled asset transfers intentionally designed to destroy the value of Alpha Carta’s subrogation rights. This change in directorship took place shortly before Alpha Carta made a \$3.5 million payment to Matthews and Holden, which satisfied Breakers’ antecedent debt and established Alpha Carta as a secured creditor through subrogation under applicable Cayman Islands law.

514. Defendants Holden, Matthews, Salazar, Tailwind, and Proton Green orchestrated a

fraudulent loan and diversion scheme, involving a \$2.9 million “loan” ostensibly made to Breakers. This transaction, dated around August 19, 2023, was part of a coordinated effort among Smith, R.G. Brownell, Mack, Looper, and Salazar. The \$2.9 million was received by Mack, who quickly redirected it to or for the benefit of Proton Green, thereby stripping Breakers of the resources necessary to satisfy its obligations to Alpha Carta. Smith facilitated this fraudulent transfer by issuing wire instructions to Matthews and Holden, directing them to move the funds into Mack's IOLTA account. Mack subsequently distributed these funds by transferring \$750,000 to Salazar, approximately \$200,000 to Tailwind, and \$2 million to or for the benefit of Proton Green, effectively diverting Breakers’ funds to these Defendants.

515. In August 2023, Breakers fraudulently granted charges on their real property in the Cayman Islands to Matthews and Holden to secure the \$2.9 million loan, with the specific intent of depriving Alpha Carta of the value of its first priority charge obtained by subrogation on July 5, 2023.

516. Defendants Holden, Matthews, Salazar, Tailwind, and Proton Green systematically depleted Alpha Carta of valuable assets by imposing encumbrances and transferring interests in critical properties to affiliated entities, thus demonstrating multiple “badges of fraud” commonly recognized in fraudulent transfer cases. One such example is Defendant Holden, Matthews, Salazar, Tailwind, and Proton Green’s imposition of a lease on Breakers’ Buda Property, which obstructed Alpha Carta’s ability to access or liquidate this asset to satisfy its claim. In addition, Defendants compelled Green Sapphire to pledge its shares in Florida Access and directed Florida Access to mortgage its St. Barth Property, thereby impairing Alpha Carta’s collateral and diminishing Alpha Carta’s recovery prospects. Furthermore, additional entities linked to Breakers, were encumbered, further diminishing Alpha Carta’s ability to recover on its debt through related entities.

517. Breakers, with clear, premeditated intent to hinder, delay, or defraud Alpha Carta transferred charges on its real property to Matthews and Holden. Its actions were calculated to place the real property beyond Alpha Carta’s reach as a subrogor, deliberately impairing the value of Alpha Carta’s subrogation rights.

518. The scheme exhibits multiple well-recognized “badges of fraud,” serving as circumstantial evidence of Breakers’ actual intent to hinder, delay, or defraud Alpha Carta as a creditor by subrogation:

- a. Breakers transferred assets to Matthews and Holden without

any legitimate business justification.

- b. This transfer was deliberately concealed from Alpha Carta.
- c. At the time of the transfer, Breakers was either already insolvent or rendered insolvent as a result.
- d. Breakers did not receive any value in return for the transfer.

519. As part of the racketeering enterprise, Defendants imposed encumbrances on Breakers' property to obstruct Alpha Carta's ability to collect and liquidate Breakers' assets, thereby satisfying its secured claim. This obstruction further impaired Alpha Carta's cash flow, limiting its ability to finance litigation and preserve its legal rights.

520. Under Cicoski's direction, Defendants Matthews and Holden diverted Breakers' real estate and monetary assets through nominal loans, which were subsequently redirected to parties affiliated with the racketeering enterprise, thereby obstructing Alpha Carta's access to these assets.

521. Through these actions, Defendants directly obstructed Alpha Carta's ability to collect on its claim by depriving it of access to assets essential to recovery, thereby impairing Alpha Carta's position as a secured creditor.

522. Plaintiff Alpha Carta seeks the following relief. Alpha Carta seeks a court order voiding the fraudulent transfers and encumbrances placed on Breakers' assets, restoring those assets to Breakers to satisfy Alpha Carta's secured claim. Additionally, Alpha Carta seeks compensatory damages equal to the value of the fraudulently transferred and encumbered assets, along with any additional relief deemed just and proper by the Court.

**COUNT XI – ILLINOIS TRADE SECRETS ACT MISAPPROPRIATION
Against All Defendants**

523. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

524. Plaintiffs have confidential and proprietary information that constitutes trade secrets under the Illinois Trade Secrets Act, 75 ILCS 1065 *et. seq.* ("ITSA"). Plaintiffs possess highly sensitive and proprietary information, including business strategies, financial forecasts, and operational processes, all of which qualify as trade secrets under the Illinois Trade Secrets Act. This information, central to Plaintiffs' competitive advantage in the Illinois market, was safeguarded through stringent internal policies and access restrictions.

525. Defendants, including Smith, unlawfully accessed, disclosed, and misused

Plaintiffs' trade secrets for personal and competitive gain, leveraging positions within the corporate structure to gain unauthorized access. Smith, in particular, exploited his prior fiduciary role as Chief Financial Officer and director within entities of the Family Office Trust Structure to facilitate this misappropriation. His actions involved the dissemination of sensitive business strategies, financial projections, and operational processes for the benefit of Defendant Rockwater and related entities, violating both contractual and statutory obligations.

526. Smith's unauthorized use and disclosure of these trade secrets enabled the association-in-fact-criminal enterprise to replicate Plaintiffs' business methodologies to loot assets from the Family Office Trust Structure causing substantial business losses.

527. Plaintiffs have undertaken reasonable efforts and instituted reasonable precautions to protect the confidentiality of its proprietary, confidential and trade secret information.

528. Defendants have misappropriated trade secrets in violation of ITSA. Defendants' misappropriation has endangered Plaintiffs and exposes Plaintiffs to immediate and irreparable harm for which there is no adequate remedy at law.

529. Defendants' misappropriation has also caused and will continue to cause Plaintiffs to suffer monetary damages and legal costs to be determined at trial.

**COUNT XII – DEFALCATION IN A FIDUCIARY CAPACITY
Against Smith**

530. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

531. At all relevant times, Defendant Smith held fiduciary roles by virtue of his positions within entities related to Plaintiffs, including as a director and financial overseer, thereby owing fiduciary duties of loyalty, care, and good faith to the Plaintiffs.

532. As a fiduciary, Smith had a legal obligation to act in the best interest of the Plaintiffs, manage assets prudently, and avoid conflicts of interest.

533. Smith breached his fiduciary duties by engaging in defalcation, specifically by:

- a. Facilitating and enabling the misappropriation of substantial trust assets, including redirecting funds for unauthorized use;
- b. Manipulating and orchestrating high-interest loan agreements structured to benefit him personally while jeopardizing the Plaintiffs' financial standing;
- c. Falsifying or backdating documentation to legitimize unauthorized

transactions and conceal misappropriated funds; and

- d. Engaging in covert agreements with creditors of Alpha Carta and Breakers to further misappropriate assets and compromise Plaintiffs' interests.

534. Smith's actions constitute defalcation, involving willful and intentional mismanagement, concealment, and unauthorized diversion of assets which were under his fiduciary control.

535. As a direct and proximate result of Smith's breaches of fiduciary duty and acts of defalcation, Plaintiffs have suffered substantial damages, including financial losses, erosion of asset value, and lost business opportunities.

536. Plaintiffs are entitled to compensatory damages in an amount to be determined at trial, representing the financial harm caused by Smith's defalcation.

537. Plaintiffs also seek punitive damages due to Smith's willful and intentional breach of fiduciary duties, to punish Smith and deter similar future misconduct.

COUNT XIII – FRAUD
Yorkville v. R.G. Brownell

538. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

539. R.G. Brownell knowingly made numerous false statements to Yorkville including, but not limited to, the following:

- a. That Kissa was a potential buyer of the Hale Property;
- b. That Weber Group Management reported asbestos, lead-based paint, and mold requiring remediation at the Hale Property; and,
- c. That remediation of the alleged asbestos at the Hale Property would cost nearly \$400,000.00.

540. These intentional misrepresentations by R.G. Brownell were made with the intent to induce Yorkville to act in reliance on the truth of the matters asserted:

- a. As part of a calculated scheme to deprive Yorkville of its assets and resources, constituting a predicate act under the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1961(1);
- b. To facilitate and conceal the broader enterprise's goal of creating problematic financial obligations for Plaintiff Yorkville,

demonstrating the enterprise's pattern of racketeering activity;

- c. To generate additional controversy that could be weaponized and publicized, furthering the objectives of the enterprise and causing reputational damage to Yorkville and its affiliated entities in the Family Office Trust Structure.

541. Yorkville reasonably relied on R.G. Brownell's intentional misrepresentations of material fact, including but not limited to the misrepresentation that Kissa had executed the PSA and was ready, willing, and able to purchase the Hale Property for a price of \$5 million as set forth in the PSA.

542. As a result of its reliance on these intentional misrepresentations of material facts by R.G. Brownell, Yorkville suffered significant damages. These include expenses incurred on the fabricated Kissa purchase and a debt obligation under the agreement to buy out Armstrong's equity interest in the Hale Property at an inflated price. This debt obligation exemplifies the harm and financial loss that constitute injury due to the RICO enterprise, emphasizing the proximate cause between R.G. Brownell's fraudulent acts and the damages suffered by Yorkville.

543. The foregoing actions of Defendant were and continue to be willful, wanton, intentional, reckless, and/or done in bad faith in violation of Plaintiff's rights. These acts align with the pattern of predicate activities outlined in the broader RICO enterprise, demonstrating continuity, coordination, and the intent to maintain the enterprise's unlawful financial advantage.

544. The fraudulent acts by Defendant R.G. Brownell were part of an ongoing scheme to defraud and conceal, supporting the elements of racketeering by showing how such acts facilitated the enterprise's operations. The coordination of these misrepresentations with other acts of fraud and financial manipulation within the RICO framework underscores the interconnected nature of the predicate acts.

COUNT XIV – AIDING AND ABETTING FRAUD
Yorkville v. Mack, Whinnery, Sasaginnigak f/k/a Overall Builders, & R.J. Brownell

545. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

546. At all relevant times herein, Defendants Whinnery, Sasaginnigak, and R.J. Brownell had actual knowledge that R.G. Brownell had engaged in, or was intending to engage in, a scheme to misrepresent material facts regarding the intended purchase of the Hale Property by Kissa. This scheme included false representations about the asbestos-related property defect status,

purported remediation needs, and inflated remediation costs, all intended to deceive Plaintiff Yorkville and further the broader racketeering enterprise.

547. Defendant Mack knew, or was willfully blind to the fact, that the documents concerning the property defects and remediation were fraudulent. He substantially assisted the RICO enterprise by transmitting these fabricated documents and sending the "critical dates" email, thereby facilitating R.G. Brownell's scheme to misappropriate funds from Yorkville through deceptive and fraudulent means.

548. Defendants Whinnery, Overall Builders, Mack, and R.J. Brownell provided substantial and knowing assistance in R.G. Brownell's fraud and the creation of the fictitious purchase arrangement involving the Hale Property. Their actions were integral to advancing the racketeering scheme, directly and proximately causing Plaintiff Yorkville to suffer significant financial and reputational harm, as alleged above. These defendants are therefore jointly and severally liable with R.G. Brownell for the damages incurred as a result of the fraudulent enterprise.

549. Defendants Mack, Whinnery, Overall Builders, and R.J. Brownell knowingly and intentionally assisted R.G. Brownell's racketeering enterprise, engaging in conduct that was vexatious, deliberate, and calculated to harm Plaintiff Yorkville. This aiding and abetting directly contributed to the enterprise's broader scheme to defraud and obscure the true nature of the Hale Property transaction, all in furtherance of the RICO enterprise's illicit objectives.

COUNT XV – CONSPIRACY TO COMMIT FRAUD
Yorkville v. R.G. Brownell, Mack, Whinnery, Sasaginnigak, f/k/a Overall Builders, & R. J. Brownell

550. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

551. Defendants R.G. Brownell, Mack, Whinnery, Sasaginnigak, and R.J. Brownell knowingly and voluntarily entered into a scheme and agreement to engage in a combination of unlawful acts and misconduct, as described herein, including, among other acts and omissions, fraudulent conduct regarding the Hale Property owned by Plaintiff. These acts constitute predicate acts of wire and mail fraud under 18 U.S.C. § 1343, which fall within the scope of racketeering activities prohibited by 18 U.S.C. § 1961(1).

552. The intent and purpose of the conspiracy, and the underlying combination of unlawful acts and misconduct committed by Defendants R.G. Brownell, Mack, Whinnery, Sasaginnigak, and R.J. Brownell, was to operate as a structured and organized enterprise with the

common goals of (a) driving down the perceived market price of the Hale Property for subsequent purchase, (b) generating publicized litigation to damage reputations, and (c) placing additional debt obligations on Yorkville to destabilize its financial standing. Defendants R.G. Brownell, Mack, Whinnery, Sasaginnigak, and R.J. Brownell accomplished these goals by repeatedly executing coordinated fraudulent acts, illustrating a "pattern of racketeering" activity as defined under 18 U.S.C. § 1961(5).

553. Each of Defendants R.G. Brownell, Mack, Whinnery, Sasaginnigak, and R.J. Brownell played a crucial role in furthering the enterprise's objectives, with each understanding and accepting the scheme to achieve the shared goal of financial and reputational gain through fraudulent means. This coordination demonstrates that Defendants R.G. Brownell, Mack, Whinnery, Sasaginnigak, and R.J. Brownell knowingly participated in an enterprise that required collaboration for mutual benefit.

554. Defendants R.G. Brownell, Mack, Whinnery, Sasaginnigak, and R.J. Brownell had a financial motive and incentive to accomplish the foregoing conspiracy. Their actions included overt predicate acts involving wire and mail fraud to facilitate the coordinated objectives, constituting a pattern of related acts that are causally connected to Plaintiff's injuries.

555. Defendants R.G. Brownell, Mack, Whinnery, Sasaginnigak, and R.J. Brownell committed numerous overt acts in furtherance of their conspiracy, including but not limited to the creation and delivery of the fictitious Purchase and Sale Agreement ostensibly signed by Kissa to Yorkville for signature in early October 2022 by Ryan Cicoski as its manager, and the subsequent fabrication of the counterfeit report stating that hazardous asbestos was present in the Hale Property. These acts were intended to create market distrust and devalue the property unlawfully.

556. The enterprise orchestrated by the Defendants R.G. Brownell, Mack, Whinnery, Sasaginnigak, and R.J. Brownell caused direct and proximate harm to Plaintiff. The counterfeit asbestos report, fraudulent Purchase and Sale Agreement, and publicized litigation caused unwarranted devaluation of Yorkville's assets and increased debt obligations. These coordinated efforts injured Plaintiff's financial standing and reputation, directly aligning with RICO's requirement of injury by reason of a racketeering violation under 18 U.S.C. § 1964(c).

557. This conspiracy to commit fraud involved a structured enterprise where Defendants R.G. Brownell, Mack, Whinnery, Sasaginnigak, and R.J. Brownell each played a distinct role, collaborating to harm Plaintiffs through a continuous pattern of racketeering activity, as further evidenced by the use of corporate entities such as Sasaginnigak, f/k/a Overall

Builders, to obscure fraudulent transactions and misrepresentations, thus frustrating Plaintiff Yorkville's ability to recover assets and to obtain market value for its properties.

COUNT XVI – ABUSE OF PROCESS
Wolfe v. R.G. Brownell, Whinnery, Looper, & Does

558. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

559. Defendants R.G. Brownell, Whinnery, Looper, and Does engaged in an abuse of legal process by filing the Susan Essex Complaint with an ulterior motive, not to resolve a legitimate legal dispute, but to “dox,” intimidate, defame, and economically harm Plaintiff Wolfe. This conduct served to advance Defendants R.G. Brownell, Whinnery, Looper, and Does overarching scheme under the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1962(c), to injure Plaintiff’s professional and economic standing, interfere with his business relationships, and consolidate Defendants R.G. Brownell, Whinnery, Looper, and Does control within the Family Office Trust Structure. The misuse of legal proceedings as an instrument of harassment and extortion, rather than for a valid breach of contract claim, is evidenced by, without limitation:

- a. the scandalous and inflammatory nature of the allegations in the Susan Essex Complaint, specifically designed to humiliate and harm Plaintiff Wolfe’s reputation in both personal and professional circles;
- b. Defendants R.G. Brownell, Whinnery, Looper, and Does’ filing of the Susan Essex Complaint under an assumed name and with knowingly false allegations, intending to mislead the Court and Plaintiff Wolfe as to the origin and credibility of the accusations, thereby obstructing justice—a predicate act under RICO;
- c. Defendants R.G. Brownell, Whinnery, Looper, and Does’ use of false contact information in the filing, including fictitious addresses and disconnected phone numbers, further evidencing their bad faith and fraudulent intentions;
- d. Defendants R.G. Brownell, Whinnery, Looper, and Does’ complete disinterest and lack of diligence in prosecuting the claim, abandoning the case immediately after filing, showing that the

action was intended solely to damage Plaintiff's reputation rather than pursue a legitimate legal remedy;

- e. Defendants R.G. Brownell, Whinnery, Looper, and Does' participation in a coordinated conspiracy involving breaches of fiduciary duties, digital harassment, and fraud as described herein, in furtherance of their racketeering scheme and as predicate acts under 18 U.S.C. § 1961(1);
- f. Defendants R.G. Brownell, Whinnery, Looper, and Does' republication of the Susan Essex Complaint—including republication on a Second Website after a court order sealing the case—in a blatant violation of judicial authority. This republication was intended to damage Plaintiff Wolfe's reputation and economically extort him by tarnishing his professional image across state lines, impacting Plaintiff Wolfe's business interests in interstate and foreign commerce.

560. Defendants R.G. Brownell, Whinnery, Looper, and Does' filing and subsequent actions concerning the Susan Essex Complaint were intended to exploit the legal process not for the legitimate prosecution of any claim but as a tool of harassment, extortion, and defamation, causing Plaintiff Wolfe significant economic harm, emotional distress, and reputational damage. This abuse of process aligns with the Defendants' broader pattern of racketeering activity, leveraging litigation as a weapon to further their control over the Family Office Trust Structure, and constitutes an unlawful predicate act in violation of 18 U.S.C. § 1962.

561. Indeed, the Court's processes themselves have been weaponized as a mechanism through which Defendants R.G. Brownell, Whinnery, Looper, and Does sought to orchestrate character assassination, defame Plaintiff with extreme malice and prejudice, and disrupt his business relationships, far exceeding the legitimate scope of judicial proceedings.

562. As a direct and proximate result of Defendants R.G. Brownell, Whinnery, Looper, and Does' abuse of process, Plaintiff has suffered, and will continue to suffer, substantial damages, including but not limited to loss of business opportunities, reputational harm, and legal expenses, in an amount to be proven at trial.

563. Plaintiff Wolfe further seeks treble damages under RICO, injunctive relief, and punitive damages due to the malicious and calculated abuse of process executed by Defendants

R.G. Brownell, Whinnery, Looper, and Does, who conspired to manipulate the legal system in furtherance of their fraudulent and racketeering enterprise.

COUNT XVII – MALICIOUS PROSECUTION
Wolfe v. R.G. Brownell, Whinnery, Looper, & Does

564. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

565. Defendants instituted the Susan Essex Complaint as alleged herein and as evidenced by their publication of the Susan Essex Complaint—which was entirely obscure and had not even been served on Plaintiff Wolfe, let alone litigated in any fashion—on the First Website. The publication occurred shortly after the complaint’s filing and before any legal action had been taken to notify or serve Plaintiff Wolfe, underscoring Defendants R.G. Brownell, Whinnery, Looper, and Does’ lack of intent to prosecute the complaint in good faith.

566. Defendants R.G. Brownell, Whinnery, Looper, and Does lacked probable cause for the institution of the Susan Essex Complaint as alleged herein. This lack of probable cause is evidenced by the fact that Defendants R.G. Brownell, Whinnery, Looper, and Does:

- a. Filed the Susan Essex Complaint under a false name, containing allegations that were knowingly fabricated and not grounded in fact or existing law, in furtherance of their malicious scheme;
- b. Used false contact information in filing the Susan Essex Complaint with the court, including fictitious addresses and disconnected phone numbers, further obstructing justice—a predicate act under RICO;
- c. Demonstrated a lack of genuine interest or intent to prosecute the claims alleged in the Susan Essex Complaint, abandoning the case immediately after filing, which highlights the ulterior motives behind the Susan Essex Complaint’s initiation;
- d. Created the First and Second Websites, specifically dedicated to defaming, harassing, and damaging Plaintiff Wolfe’s reputation. These websites served as tools to republish the defamatory content of the Susan Essex Complaint in blatant violation of court orders, further extending the Defendants’ malicious scheme.

567. Defendants R.G. Brownell, Whinnery, Looper, and Does acted with malice in instituting the Susan Essex Complaint as alleged herein, evidenced by the following:

- a. Defendants R.G. Brownell, Whinnery, Looper, and Does attempted to enforce a claim under an unlawful contract and then immediately abandoned the claim without pursuing any

legitimate resolution, instead using the Susan Essex Complaint as a pretext for public defamation through republication on the First Website;

b. After the Susan Essex Complaint was removed from the First Website in compliance with the Court's Order sealing the case, Defendants R.G. Brownell, Whinnery, Looper, and Does registered and launched the Second Website in Lithuania to republish the Susan Essex Complaint in direct, knowing, and contumacious violation of the Court's November 27, 2023 Order sealing the case. This republication was intended to damage Plaintiff Wolfe's personal and professional reputation across multiple jurisdictions, impacting his business interests in interstate and foreign commerce.

568. The Susan Essex case terminated in Plaintiff Wolfe's favor when it was dismissed on January 3, 2024, due to Defendants R.G. Brownell, Whinnery, Looper, and Does' abandonment and failure to prosecute, further evidencing that the Susan Essex Complaint was never intended to serve a legitimate legal purpose but was rather a vehicle for extortion, harassment and defamation in furtherance of Defendants' RICO enterprise.

569. As a direct and proximate result of Defendants R.G. Brownell, Whinnery, Looper, and Does' malicious prosecution, Plaintiff Wolfe has suffered special injury well beyond the common incidents of most lawsuits. Defendants R.G. Brownell, Whinnery, Looper, and Does' institution of the Susan Essex Complaint was intended not to resolve a legal dispute but to defame, damage, and interfere with Plaintiff Wolfe's professional and personal life. This malicious prosecution was part of the Defendants' broader racketeering scheme, involving coordinated harassment, reputational damage, and interference with the Plaintiffs' economic interests and business relationships.

COUNT XVIII – DEFAMATION
Wolfe v. R.G. Brownell, Whinnery, Looper, & Does

570. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

571. Defendants R.G. Brownell, Whinnery, Looper, and Does' malicious and intentional defamation of Plaintiff Wolfe through the filing, publication, and transmission of the Susan Essex Complaint, as well as subsequent republication on the Websites, constitutes defamation per se, as the allegations therein impute to Plaintiff Wolfe the commission of adultery, the commission of a crime, and an inability to perform and/or a lack of integrity in the discharge of his employment duties. These defamatory statements were made with the intent to irreparably

damage Plaintiff Wolfe's personal and professional reputation.

572. Defendants R.G. Brownell, Whinnery, Looper, and Does made the foregoing defamatory statements with knowledge of their falsity and with actual malice, justifying an award of punitive damages. Defendants R.G. Brownell, Whinnery, Looper, and Does, as the individuals responsible for filing the Susan Essex Complaint, knew Plaintiff Wolfe had never interacted with "Susan Essex" and had never engaged in the conduct they alleged. The defamatory statements were made as part of Defendants' ongoing scheme to advance their racketeering enterprise under the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1962(c), by engaging in a coordinated effort to discredit Plaintiff Wolfe, interfere with his business relationships, and undermine his position within the Family Office Trust Structure.

573. Defendants R.G. Brownell, Whinnery, Looper, and Does' acts of defamation, including their republication of the Susan Essex Complaint on the Second Website in violation of a court order sealing the case, demonstrate a clear intent to amplify the reputational harm to Plaintiff Wolfe and were executed as part of a pattern of racketeering activity. The use of digital platforms to republish these false allegations also constitutes predicate acts of wire fraud under 18 U.S.C. § 1343, as Defendants R.G. Brownell, Whinnery, Looper, and Does transmitted defamatory statements across state lines and international boundaries, seeking to harm Plaintiff Wolfe's economic and professional standing on a wide scale.

COUNT XIX – DISPARAGEMENT
Wolfe v. R.G. Brownell, Whinnery, Looper, & Does

574. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

575. Defendants R.G. Brownell, Whinnery, Looper, and Does published false and demeaning statements regarding the quality of Plaintiff Wolfe's professional services on the Websites, in furtherance of the conspiracy, breaches of fiduciary duties, and fraud as alleged herein. These statements were made as part of Defendants R.G. Brownell, Whinnery, Looper, and Does' racketeering enterprise, with the intent to damage Plaintiff Wolfe's reputation and economic interests within the Family Office Trust Structure.

576. Upon information and belief, Defendants R.G. Brownell, Whinnery, Looper, and Does made the aforesaid false and demeaning statements in an effort to influence the public visiting the Websites not to engage Plaintiff Wolfe's professional services due to Plaintiff Wolfe's alleged lack of professional competency and integrity. Defendants R.G. Brownell, Whinnery,

Looper, and Does sought to create a false crisis of solvency and marketability relating to Plaintiff Wolfe, intending to harm Plaintiff Wolfe and the entities in the Family Office Trust Structure. This conduct furthered Defendants' RICO enterprise by inflicting economic harm through a pattern of disparaging statements transmitted across state and international lines, constituting predicate acts of wire fraud under 18 U.S.C. § 1343.

577. Defendants R.G. Brownell, Whinnery, Looper, and Does made the aforesaid false and demeaning statements with malice, as evidenced by the fact that Defendants R.G. Brownell, Whinnery, Looper, and Does have no known connection to or experience with the transactions they disparaged. Rather, Defendants R.G. Brownell, Whinnery, Looper, and Does acted in furtherance of the conspiracy, breaches of fiduciary duties, and fraud described herein, and therefore made the statements with, at minimum, conscious disregard of whether the statements were true or false. This disparagement was intended to disrupt Plaintiff Wolfe's business relationships and economic standing in furtherance of Defendants' racketeering scheme.

578. As a direct and proximate result of Defendants R.G. Brownell, Whinnery, Looper, and Does' disparagement, Plaintiff Wolfe has suffered, and will continue to suffer, damages in an amount to be proven at trial.

COUNT XX – INVASION OF PRIVACY; PUBLIC DISCLOSURE OF PRIVATE FACTS

Wolfe v. R.G. Brownell, Whinnery, Looper, & Does

579. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

580. Defendants **R.G. Brownell**, Whinnery, **Looper**, and **Does** gave unwarranted publicity to private facts concerning Plaintiff Wolfe by, inter alia, publishing Plaintiff Wolfe's home address, telephone number, and other sensitive personal details on the First Website. This disclosure was conducted as part of Defendants R.G. Brownell, Whinnery, Looper, and Does' coordinated scheme under the Racketeer Influenced and Corrupt Organizations Act (RICO), intended to harm Plaintiff Wolfe by exposing him to public harassment, intimidation, and threats to his personal safety.

581. The facts published on the First Website were private, confidential details regarding Plaintiff Wolfe, which were not of legitimate public concern and were intended solely to harm Plaintiff's personal and professional reputation.

582. The publication of these private facts regarding Plaintiff Wolfe would be highly offensive to a reasonable person, given that the disclosure was carried out in a context where

Defendants R.G. Brownell, Whinnery, Looper, and Does actively encouraged the public to use this information to “dox,” harass, and cause harm to Plaintiff Wolfe and his family. This act was not an isolated incident but part of a broader, malicious campaign by Defendants R.G. Brownell, Whinnery, Looper, and Does to intimidate and coerce Plaintiff Wolfe, advancing the goals of the RICO enterprise by destabilizing Plaintiff Wolfe’s personal and professional life.

583. Defendants R.G. Brownell, Whinnery, Looper, and Does' coordinated actions in disclosing Plaintiff Wolfe’s private information reflect a deliberate pattern of conduct that served the RICO enterprise’s objective of inflicting harm and exercising control over Plaintiffs. By facilitating widespread dissemination of Plaintiff Wolfe's private information, Defendants

R.G. Brownell, Whinnery, Looper, and Does engaged in a continuous scheme of intimidation and harassment, constituting predicate acts under RICO aimed at economically and reputationally damaging Plaintiff Wolfe.

584. As a direct and proximate result of Defendants R.G. Brownell, Whinnery, Looper, and Does’ invasion of privacy, Plaintiff Wolfe has suffered, and will continue to suffer, significant emotional distress, reputational harm, and other damages in an amount to be proven at trial.

COUNT XXI – FALSE LIGHT
Wolfe v. R.G. Brownell, Whinnery, Looper, & Does

585. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

586. Defendants R.G. Brownell, Whinnery, Looper, and Does placed Plaintiff Wolfe in a false light before the public when they knowingly advanced false accusations against him via the Susan Essex Complaint and subsequent publication on the Websites as alleged herein, including but not limited to accusations that Plaintiff Wolfe is an adulterer and a criminal. These publications were made as part of the Defendants’ coordinated scheme under the Racketeer Influenced and Corrupt Organizations Act (RICO), designed to harm Plaintiff’s reputation and interfere with his business interests within the Family Office Trust Structure.

587. Defendants’ statements were made to the public at large given the Websites are freely accessible to every individual with internet access throughout the world, as is the 2022 Complaint itself and the accusations therein. This broad dissemination amplified the harm to Plaintiff’s reputation, furthering the RICO enterprise’s goal of using defamation as a tool to damage Plaintiff's professional standing.

588. The false light in which Defendants placed Plaintiff is highly offensive to a

reasonable person given the allegations specifically accuse Plaintiff of “preying” on and “stalking” vulnerable individuals for sexual services, of being a danger to the community, of unethical and immoral conduct regarding his employment, of adultery, and of criminal conduct. Such allegations were made not for a legitimate purpose but to coerce, intimidate, and discredit Plaintiff as part of Defendants’ racketeering scheme, targeting Plaintiff’s reputation and professional relationships.

589. As alleged herein, Defendants filed the 2022 Complaint and republished the same, along with the accusations on the Websites, with actual knowledge that the statements were false and with actual malice. Defendants’ use of a false name and fictitious contact information when filing the 2022 Complaint, combined with their immediate abandonment of the claim and subsequent republication online, demonstrates a deliberate intent to harm Plaintiff by placing him in a false light as part of a sustained pattern of racketeering activity.

590. This pattern of placing Plaintiff in a false light through false accusations was instrumental to Defendants’ RICO enterprise, serving to damage Plaintiff’s reputation and business interests and to exert control over assets and influence within the Family Office Trust Structure. Defendants’ repeated false publications constitute predicate acts under RICO, evidencing a continuous scheme aimed at economically harming Plaintiff and advancing Defendants’ unlawful objectives.

**COUNT XXII – VIOLATION OF THE ILLINOIS RIGHT OF PUBLICITY ACT
Wolfe v. R.G. Brownell, Whinnery, Looper, & Does**

591. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

592. Defendants **R.G. Brownell, Whinnery, Looper, and Does**’ unauthorized use of Plaintiff Wolfe’s identity for commercial purposes is a violation of the Illinois Right of Publicity Act, 765 ILCS 1075/1-60, and was executed as part of Defendants’ broader scheme under the Racketeer Influenced and Corrupt Organizations Act (RICO). This misuse of Plaintiff Wolfe’s identity was a deliberate act designed to exploit Plaintiff Wolfe’s reputation for Defendants **R.G. Brownell, Whinnery, Looper, and Does**’ financial and strategic gain within their racketeering enterprise.

593. Specifically, Defendants **R.G. Brownell, Whinnery, Looper, and Does** made unauthorized use of Plaintiff Wolfe’s identity, including but not limited to using his name in the domain of the Second Website, in connection with Plaintiff Wolfe’s professional services, with the purpose of damaging Plaintiff Wolfe and reducing the value of the assets owned by the Plaintiff

entities to facilitate their extraction by the Defendants. Defendants R.G. Brownell, Whinnery, Looper, and Does sought to harm Plaintiff Wolfe's business relationships and reputation, including but not limited to his standing with banks and other financial institutions. This misuse of Plaintiff Wolfe's identity was integral to the Defendants' overarching scheme to defraud and to convert funds and other property from the Family Office Trust Structure to further their racketeering goals.

594. Defendants R.G. Brownell, Whinnery, Looper, and Does' use of Plaintiff Wolfe's identity was unauthorized because Defendants R.G. Brownell, Whinnery, Looper, and Does did not obtain Plaintiff Wolfe's consent to use his identity in connection with the domain name of the Second Website. In fact, Defendants R.G. Brownell, Whinnery, Looper, and Does actively sought to conceal their involvement in the publication of the Websites to evade accountability and to protect the continuation of their racketeering enterprise.

595. Defendants R.G. Brownell, Whinnery, Looper, and Does' use of Plaintiff Wolfe's identity was willful, as they acted with full knowledge that the use was unauthorized and intended to harm Plaintiff Wolfe's professional standing. The entire purpose of filing the Susan Essex Complaint, publishing defamatory content, and associating Plaintiff Wolfe's identity with illicit activities was to damage Plaintiff Wolfe's reputation and to advance Defendants' unlawful objectives within the RICO enterprise.

596. Plaintiff Wolfe has been damaged by Defendants R.G. Brownell, Whinnery, Looper, and Does' unauthorized use of his identity, suffering harm to his reputation, financial losses, and business disruptions as a result of Defendants R.G. Brownell, Whinnery, Looper, and Does' actions. These damages are a direct and proximate result of the Defendants R.G. Brownell, Whinnery, Looper, and Does' efforts to misappropriate Plaintiff Wolfe's identity as part of a coordinated scheme aimed at achieving financial control and influence within the Family Office Trust Structure.

**COUNT XXIII – VIOLATION OF 15 U.S.C. § 1125(d)(1); CYBERPRIVACY
Wolfe v. R.G. Brownell, Whinnery, Looper, & Does**

597. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

598. Defendants R.G. Brownell, Whinnery, Looper, and Does, with bad faith intent to profit from the unauthorized use of Plaintiff Wolfe's name in the Second Website, engaged in cyberpiracy, constituting a violation of 15 U.S.C. § 1125(d)(1). Defendants R.G. Brownell, Whinnery, Looper, and Does' actions were further executed as part of an organized pattern of

racketeering activity under the RICO Act, designed to tarnish Plaintiff Wolfe's reputation and disrupt his business interests.

599. Defendants R.G. Brownell, Whinnery, Looper, and Does' bad faith intent to profit from the use of Plaintiff Wolfe's name on the Second Website is demonstrated by the following:

a. Plaintiff Wolfe's established trademark and intellectual property rights in the use of his personal name in commerce, which Defendants exploited without authorization to increase traffic and revenue for their website;

b. The use of Plaintiff Wolfe's full legal name in the domain name of the Second Website, misleadingly associating Plaintiff Wolfe with the defamatory and disparaging content published thereon;

c. Defendants R.G. Brownell, Whinnery, Looper, and Does' lack of any legitimate noncommercial or fair use of Plaintiff Wolfe's name, demonstrating that the website's sole purpose was to defame and harm Plaintiff Wolfe's reputation for Defendants R.G. Brownell, Whinnery, Looper, and Does' own gain;

d. Defendants R.G. Brownell, Whinnery, Looper, and Does' demonstrated intent to damage Plaintiff Wolfe's goodwill and reputation by associating his name with false and defamatory accusations, thereby furthering their racketeering enterprise under RICO to exert influence over Plaintiffs' business and financial affairs; and

e. Defendants R.G. Brownell, Whinnery, Looper, and Does' provision of materially false contact information when registering the domain name, concealing their identities and preventing Plaintiff Wolfe from pursuing legitimate recourse, indicative of an attempt to obstruct justice within the racketeering scheme.

600. Defendants R.G. Brownell, Whinnery, Looper, and Does' registration, trafficking in, and use of Plaintiff Wolfe's personal name as a domain name on the Second Website constitutes a violation of the Cyberpiracy Prevention Act, 15 U.S.C. § 1125(d)(1), further perpetuating the fraudulent objectives of the RICO enterprise.

601. As part of this racketeering enterprise, Defendants R.G. Brownell, Whinnery, Looper, and Does' cyberpiracy actions directly contributed to the pattern of fraudulent and injurious acts intended to undermine Plaintiff Wolfe's business credibility and standing within his industry. Defendants R.G. Brownell, Whinnery, Looper, and Does' repeated and coordinated use of digital platforms to disseminate defamatory content underscores their intent to misuse Plaintiff Wolfe's identity as part of an ongoing scheme of cyber harassment and intimidation.

COUNT XXIV – BREACH OF FIDUCIARY DUTY
Breakers, Green Sapphire, Alpha Carta, Prairie Trust, and NorthSea v. Smith

602. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

603. As a former director of Breakers, Green Sapphire, Alpha Carta, Prairie Trust in its capacity as Trustee of the Alpha Carta Trust, and NorthSea in its capacity as the Trustee of the Petro Carta Trust (collectively, the “Family Office Trust Entities”), Defendant Smith owed a fiduciary duty to the Family Office Trust Entities requiring him to act in the interest of these entities and not for personal gain or the benefit of the RICO enterprise of which he was part.

604. Defendant Smith’s misuse and disclosure of confidential information concerning the assets, structure, bank accounts, and financial dealings of the Family Office Trust Entities were not isolated incidents but were part of a broader, systematic pattern of racketeering activity designed to advance a fraudulent enterprise. Smith’s breaches of fiduciary duty— including the unauthorized brokering of a \$2.9 million loan to a third-party entity and arranging a fictitious \$10 million loan to Green Sapphire—were predicate acts consistent with fraud and embezzlement, serving the goals of the RICO enterprise.

605. Defendant Smith’s access to and misuse of privileged information was integral to his role in furthering the fraudulent scheme operated by the enterprise. By exploiting his insider position and knowledge of the Family Office Trust Entities, Defendant Smith advanced unauthorized financial transactions that unjustly enriched himself, Defendant Rockwater, and other co-conspirators, while actively harming the Family Office Trust Entities and violating his fiduciary duties.

606. Defendant Smith was obligated by his fiduciary duties to refrain from acting in his own self-interest to the detriment of the Family Office Trust Entities. Instead, Defendant Smith’s actions directly supported the RICO enterprise’s objectives, establishing a clear pattern of racketeering activity by misappropriating trust assets and financial data to further an ongoing fraudulent scheme.

607. Defendant Smith breached these duties by, without limitation:

- a. Engaging in a sustained pattern of confidential financial disclosures to unauthorized third parties as part of the enterprise’s scheme;
- b. Manipulating his position to authorize the fraudulent 2023 Loan to

Breakers and deed of guarantee using insider knowledge, thereby
advancing the enterprise's objectives;

- c. Directing funds from the 2023 Loan to his co-conspirators rather than Alpha Carta, consistent with prior unauthorized transfers that deprived Breakers of loan proceeds;
- d. Leveraging his fiduciary role to engineer the 2023 Loan for personal and enterprise benefit, to the detriment of Family Office Trust Entities; and
- e. Arranging a fictitious \$10 million loan from Global Partners to Green Sapphire and fabricating a Stock Pledge Agreement in which Green Sapphire ostensibly pledged Green Sapphire's shares of Florida Access stock, furthering the enterprise's financial interests through fraud.

608. Upon information and belief, Defendant Smith committed these breaches of fiduciary duty with deliberate intent to further the RICO enterprise's objectives, acting in bad faith, and intentionally exploiting his fiduciary role to harm the Family Office Trust Entities while enriching himself and his co-conspirators.

609. The foregoing breaches of fiduciary duty by Defendant Smith were knowing, willful, reckless, and done in bad faith, furthering the goals of the fraudulent enterprise, violating the trust and responsibilities imposed upon him by the Family Office Trust Entities.

610. As a direct and proximate result of Defendant Smith's breaches, the trustees of the Alpha Carta Trust and the Petro Carta Trust, along with the Family Office Trust Entities, have suffered and continue to suffer damages, including but not limited to, significant economic loss, loss of asset control, reputational harm, and impaired business operations, in an amount to be determined at trial.

COUNT XXV – CONSPIRACY TO BREACH FIDUCIARY DUTY
Breakers, Green Sapphire, Alpha Carta, Prairie Trust, & NorthSea v. R.G. Brownell, Smith, & Mack

611. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

612. Defendants R.G. Brownell, Smith, and Mack knowingly and voluntarily entered into a scheme and agreement to engage in a combination of unlawful acts and misconduct, as described herein, including, among other acts and omissions, breach of fiduciary duties and

aiding and abetting breach of fiduciary duties.

613. The intent and purpose of the conspiracy, and the underlying combination of unlawful acts and misconduct committed by the Defendants, was to purportedly cause Breakers to obtain a loan, obtain the \$2.9 million proceeds of the 2023 Breakers loan in order to illicitly paydown the debt Proton Green owed to Alpha Carta, discharge to the Leasehold Mortgage/Deed of Trust on St. John's Field and, thereafter, obtain ownership of the Breakers Property and a windfall gain on securities issued by Proton Green or Cyber App for themselves and one or more John Doe Defendants who identity is currently unknown to the Plaintiffs.

614. All Defendants had a financial motive and incentive to accomplish the foregoing conspiracy.

615. The Defendants understood and accepted the foregoing scheme, and each agreed to do his respective part, as described herein, to further and accomplish the foregoing objectives.

616. By entering into this conspiracy, the Defendants permitted, encouraged, and induced all of the unlawful acts and misconduct as described herein.

617. The parties engaged in numerous overt acts in furtherance of the conspiracy including, but not limited to, the use of confidential knowledge to bypass controls in place in the Family Office Trust Structure, causing \$2.9 million to be transferred to Mack's trust account without obtaining necessary approvals, causing \$2 million to be transferred on July 24, 2023 to CIBC for credit to Alpha Carta's account which was falsely described as "Loan payment," and taking fees for the various co-conspirators.

618. As a direct and proximate result of the Defendants' unlawful conduct, Breakers, Alpha Carta, Green Sapphire, Prairie Trust., and NorthSea have sustained substantial damages.

**COUNT XXVI – CONSPIRACY TO COMMIT FRAUD REGARDING THE 2023
BREAKERS LOAN
Breakers & Alpha Carta v. Proton Green, Looper, R.G. Brownell, Smith, Cyber App, Mack,
& Salazar**

619. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

620. Defendants Proton Green and Cyber App, by and through their agent Looper, R.G. Brownell, Smith, individually, Mack, and Salazar knowingly and voluntarily entered into a scheme and agreement to engage in a combination of unlawful acts and misconduct, as described herein.

621. The intent and purpose of the conspiracy, and the underlying combination of

unlawful acts and misconduct committed by the Defendants, was to misappropriate the funds in the amount of \$2.9 million that the Lenders wired to Chase Bank for credit to Mack's IOLTA account and ultimately create the fraudulent impression of paying down Proton Green's debt to Plaintiffs, to reduce the amount owed by Proton Green/Cyber App (thereby increasing the value and reducing to liabilities of Proton Green/Cyber App), avoid any action against Proton Green/Cyber as well as induce Alpha Carta to enter into settlement negotiations.

622. The parties engaged in numerous overt acts in furtherance of the conspiracy including, but not limited to, causing \$2 million to be transferred on July 24, 2023 to CIBC for credit to Alpha Carta's account which was falsely described as "Loan Payment," falsely claiming that Proton Green/Cyber App paid the \$2 million, falsely describing the Loan Settlement Agreement in the 10Q that Cyber App filed with the SEC on Feb. 15, 2024 and taking fees for the various coconspirators.

623. All Defendants had a financial motive and incentive to accomplish the foregoing conspiracy.

624. The Defendants understood and accepted the foregoing scheme, and each agreed to do his respective part, as described herein, to further and accomplish the foregoing objectives.

625. By entering into this conspiracy, the Defendants permitted, encouraged, and induced all of the unlawful acts and misconduct as described herein.

626. As a direct and proximate result of the Defendants' unlawful conduct, Breakers and Alpha Carta have sustained damage through the contingent liability that Breakers has to the Lenders in the event it is found, after expensive and resource consuming litigation, to be liable to repay the Lenders \$2.9 million plus interest and attorneys' fees, the impairment of Alpha Carta's lien on the St. John's Field that secures payment of the debt evidenced by the three Proton Green Notes, attorneys' fees both to obtain a judgment against the Lenders declaring the 2023 Breakers loan void and declaring that there was no valid and enforceable "Loan Settlement Agreement" between Alpha Carta, and Cyber App or Proton Green, or Deed of Release.

COUNT XXVII –RESCISSION
Alpha Carta v. Proton Green and Cyber App

627. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

628. Proton Green and Cyber App, through their agent Looper, and in concert with

Smith, Mack, and R.G. Brownell, engaged in a scheme to make it appear as though funds had been paid to Alpha Carta from Proton Green when in fact they had been purportedly borrowed from another entity.

629. Cyber App has now publicly claimed that a valid signed settlement agreement dated as of July 31, 2024, relieves it from the millions of dollars in liability it owed to Alpha Carta

630. Alpha Carta has no signed copy of any such agreement, and Proton Green has refused to provide it.

631. However, such a settlement agreement, provided it exists, must be rescinded as it was procured through fraud.

632. Additionally, any such settlement agreement was the result of a unilateral mistake by Alpha Carta that Proton Green had paid the amount due under the terms of any such settlement.

633. This mistake was caused through the misrepresentations and misdeeds of Proton Green (and its felon CEO) and one or more of the Defendants, including R.G. Brownell, Smith, Mack, and Salazar.

634. Any settlement, as well as the Deed of Release and Reconveyance signed by Alpha Carta in conjunction with such settlement, must be rescinded.

COUNT XXVIII – BREACH OF CONTRACT
Alpha Carta v. Proton Green and Cyber App

635. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

636. In or about July 2022, Alpha Carta purchased a promissory note in the original principal amount of \$3,513,469 (the “Kip’s Bay Note”) that Proton Green had issued to Kip’s Bay Select L.P. in consideration for a loan, payment of which was secured by a first priority lien on all the assets of Proton Green including a Leasehold interest on real property located in Apache County, Arizona in which there were substantial reserves of Helium.

637. As of May 1, 2023, Alpha Carta held the Kip’s Bay Note, as well as two other promissory notes made by Proton Green payable to Alpha Carta (collectively, the “Proton Green Notes”). See Proton Green Notes, true and correct copies of which are attached hereto as **Exhibits L-N**, respectively.

638. In April 2022, Proton Green failed to pay the debts evidenced by the Proton Green Notes as agreed.

639. On or about June 20, 2023, Proton Green entered into a Forbearance Agreement with Alpha Carta (the “Forbearance Agreement”), by which Proton Green agreed to make certain payments to Alpha Carta in order to fulfill its obligations to the same pursuant to the Kip’s Bay Note and other Promissory Notes Proton Green executed in favor of Alpha Carta. See **Exhibit G**.

640. The terms of the Forbearance Agreement obligated Proton Green to pay \$3 million to Alpha Carta on July 7, 2023, and \$2 million a month on the seventh (7th) day of each month thereafter until the total debt of approximately \$25.2 million Proton Green owed to Alpha Carta as of June 20, 2023, was paid in full. *Id.*

641. However, Proton Green/Cyber App has failed or refused to abide by the terms of the Forbearance Agreement and the Proton Green Notes, including but not limited to the obligation to immediately execute and deliver a Deed in Lieu of Foreclosure in a recordable form acceptable to Alpha Carta, such that Proton Green/Cyber App’s debt to Alpha Carta in an amount in excess of \$25 million is currently unpaid, due and owing.

642. Cyber App is liable for the obligations of Proton Green as a result of the reverse merger.

643. The Forbearance Agreement and Proton Green Notes are valid contracts.

644. The Forbearance Agreement required Defendant to pay \$3 million to Alpha Carta in July 2023 and \$2 million a month each month thereafter until the total debt of approximately \$25.2 million Proton Green/Cyber App owed to Alpha Carta as of June 20, 2023, was paid in full. *Id.*

645. Despite the express requirements of the Forbearance Agreement, Defendants breached the Forbearance Agreement in failing or refusing to pay Plaintiff \$2 million on September 7, 2023, as required by the terms of to the Forbearance Agreement and failing and refusing to execute and deliver the required Deed In Lieu of Foreclosure.

646. Defendants also breached the Proton Green Notes by failing to pay the debt evidenced by the Notes, and the exact amount of such debt is to be determined at trial.

647. The failure to pay and the failure to execute and deliver the promised Deed In Lieu of Foreclosure are each a material breach of the express terms of the Forbearance Agreement and Proton Green Notes.

648. Plaintiff has performed or has substantially performed all its obligations under the Forbearance Agreement and Proton Green Notes.

649. As a result of the Defendants’ breaches, Plaintiff has been harmed.

COUNT XXIX –DECLARATORY JUDGMENT
Alpha Carta v. Proton Green and Cyber App

650. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

651. Proton Green and Cyber App, through their agent Looper, and in concert with Smith, Mack, and R.G. Brownell, engaged in a scheme to make it appear as though funds had been paid to Alpha Carta from Proton Green/Cyber App when in fact they had been purportedly borrowed from another entity.

652. Cyber App has now publicly claimed that a valid signed settlement agreement dated as of July 31, 2023, relieves it from the obligation to pay the, at minimum, \$18 million of additional debt that was due and owing under the Notes as of July 31, 2023.

653. Alpha Carta has no signed copy of any such agreement, and Proton Green has refused to provide it.

654. However, such a settlement agreement, provided it exists, is void as it was procured through fraud.

655. Additionally, any such agreement, as well as the Deed of Release and Reconveyance executed in connection therewith, was not authorized to be delivered to Proton Green and Cyber App absent the occurrence of a condition precedent that did not occur.

656. Any settlement, as well as the Deed of Release and Reconveyance signed by Alpha Carta in conjunction with such settlement, must be declared void.

657. An actual controversy exists between the parties, as Defendants contend the settlement and Deed of Release and Reconveyance are valid, which assertion Plaintiff denies.

658. The resolution of this issue is appropriate and would terminate, in whole or in part, the controversy giving rise to this proceeding.

COUNT XXX –DECLARATORY JUDGMENT
Green Sapphire v. Global Capital

659. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

660. Global Capital purported to enter into a Loan and Security Agreement with Green Sapphire.

661. The loan agreement, as well as any accompanying pledge or other documents, were not properly authorized by Green Sapphire and are therefore void.

662. There was no loan made pursuant to the loan agreement and the loan agreement is void as Green Sapphire did not receive any consideration.

663. Any loan that may have been made under the loan agreement is void as it is the product of a fraudulent scheme.

664. The attempted domestication of French Access and the attempted acquisition of the shares of Florida Access are also null and void, as they are the product of fraud and the fictitious loan agreement and Stock Pledge Agreement.

665. The loan agreement, as well as any accompanying pledge, Articles of Domestication, UCC-1 Financing Statements and other documents, must be declared void.

666. An actual controversy exists between the parties, as Defendant contends the Loan and Security Agreement between Global Capital and Green Sapphire is valid, that funds in the amount of \$10 million were actually delivered by Global Partners to Green Sapphire, that the filing of the Articles of Domestication was duly authorized and that the Stock Pledge Agreement which purports to grant a security interest in Green Sapphire's interest, if any, in shares of the Florida corporation named Florida Access was valid and enforceable, all of which Plaintiff denies.

667. The resolution of this issue is appropriate and would terminate, in whole or in part, the controversy giving rise to this proceeding.

COUNT XXXI – BREACH OF CONTRACT
Alpha Carta v. BNW

668. Plaintiffs reallege and reincorporate each preceding paragraph as if specifically set forth herein.

669. Alpha Carta and BNW entered into a Professional Services Agreement with a term of January 1, 2023, through December 31, 2023, to “provide investment advisory and support services.” See the Professional Services Agreement, a true and correct copy of which is attached hereto as **Exhibit O**.

670. The agreement is a valid contract.

671. BNW agreed to “exercise the highest degree of professionalism” in the exercise of projects assigned pursuant to the Professional Services Agreement. *Id.*, ¶1.

672. BNW acted through R.G. Brownell who, for all actions referenced in this count, was acting in the course and scope of his relationship with BNW.

673. The agreement provided that the “Contractor is not the agent of the Company and is not authorized to make any representation, contract, or commitment on behalf of the Company.” *Id.*, ¶3.

674. The agreement provides that BNW will not use any proprietary information, which includes financial information, investment and fund strategies, business plans, and suppliers and customers, among others, “in any manner or for any purpose not expressly set forth in this Agreement.”

675. The agreement provides that there is “no other existing contract or duty on Contractor’s part that would conflict with or would be inconsistent with this Agreement, unless a copy of such contract or a description of such duty is attached to this Agreement as **Exhibit B.**” *Id.*, ¶4.3.

676. The scope of BNW’s authorization, acting through R.G. Brownell, to act as an independent contractor, did not extend to taking any action on behalf of Green Sapphire or taking any actions adverse to Alpha Carta, which is the largest creditor of Green Sapphire.

677. R.G. Brownell fraudulently held himself out a purported authorized signatory of Green Sapphire, executed an engagement agreement under a fictitious name by which R.G. Brownell and Mack hired French counsel to advise them on how to obtain an enforceable Stock Pledge Agreement and then enforced a security interest against Green Sapphire’s shares in Access Management.

678. This action was directly contrary to the interests of Alpha Carta and was outside the scope of BNW and R.G. Brownell’s authority under the above-referenced Professional Services Agreement.

679. BNW orchestrated Green Sapphire’s purported pledge of shares in French Access and attempted to domesticate French Access as a Florida corporation. BNW directed Mack to draft a fictitious Loan and Security Agreement and a Stock Pledge Agreement to create the false impression that Green Sapphire had granted a security interest in its shares of Florida Access to Global Partners. Additionally, R.G. Brownell recorded a mortgage in BNW’s favor against the St. Barth’s Property. These actions, which BNW concealed as conflicts of interest, impaired the value of Green Sapphire’s assets, slandered the title of the St. Barth’s Property, and ultimately allowed BNW to gain an interest in this property, to the detriment of Alpha Carta, Green Sapphire’s largest creditor.

680. BNW’s actions, through R.G. Brownell, regarding Proton Green and Cyber App constitute a breach of the contract.

681. R.G. Brownell’s actions throughout this Complaint constituted a breach of the contract.

682. Throughout the course of the performance of the contract, BNW acted contrary to the best interests of Alpha Carta by trying to devalue the property owned by Alpha Carta so that it could fraudulently acquire.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and grant the following relief:

1. Compensatory Damages: Award Plaintiffs compensatory damages in an amount to be determined at trial, including, but not limited to, losses from fraudulent transactions, unauthorized transfers, lost business opportunities, reputational harm, and investigative costs, estimated to exceed \$10 million.
2. Treble Damages: Pursuant to 18 U.S.C. § 1964(c) under the Racketeer Influenced and Corrupt Organizations Act (RICO), award Plaintiffs treble damages for the financial losses incurred due to Defendants' pattern of racketeering activity, as alleged herein.
3. Punitive Damages: Award Plaintiffs punitive damages in an amount sufficient to punish Defendants and deter future similar misconduct, due to the egregious, willful, and malicious nature of the Defendants' conduct.
4. Declaratory Relief: Issue a declaratory judgment that Defendants' actions constitute violations of RICO, the Computer Fraud and Abuse Act, and other applicable federal and state laws, and that Plaintiffs are entitled to the relief requested herein.
5. Injunctive Relief: Grant permanent injunctive relief enjoining Defendants from further:
 - a. Engaging in any form of unauthorized access or cyber intrusions against Plaintiffs' electronic systems;
 - b. Disseminating defamatory statements or engaging in conduct that would damage Plaintiffs' reputations;
 - c. Interfering with Plaintiffs' business operations, transactions, or relationships;
 - d. Engaging in any further actions that constitute racketeering activity, as defined by 18 U.S.C. § 1961(1).
6. Constructive Trust: Impose a constructive trust over all funds, assets, and property

obtained by Defendants as a result of the fraudulent and unlawful conduct alleged in this Complaint, and direct Defendants to transfer such assets to Plaintiffs to prevent unjust enrichment.

7. Disgorgement: Order Defendants to disgorge all profits and benefits unjustly obtained through the fraudulent and unlawful activities described herein.
8. Attorneys' Fees and Costs: Award Plaintiffs their reasonable attorneys' fees, costs, and expenses incurred in this action, pursuant to applicable law, including but not limited to 18 U.S.C. § 1964(c) and other relevant statutes.
9. Pre- and Post-Judgment Interest: Award Plaintiffs pre-judgment and post-judgment interest on all amounts awarded, at the highest lawful rate, from the date of injury until the date of payment.
10. Other Relief: Grant such other and further relief as the Court may deem just and proper under the circumstances.

Respectfully submitted,

Dated: February 10, 2025

JURY DEMAND

Plaintiff hereby demands a trial by jury.

/s/ Marc P. Trent
Marc P. Trent (ARDC # 6324928)
Aaron R. Walner (ARDC # 6284207)
TRENT LAW FIRM, P.C.
600 W Jackson Ave., # 100
Chicago, IL 60661
(630) 682-3100
service@trentlawfirm.com

Attorneys for Plaintiffs

EXHIBIT 4

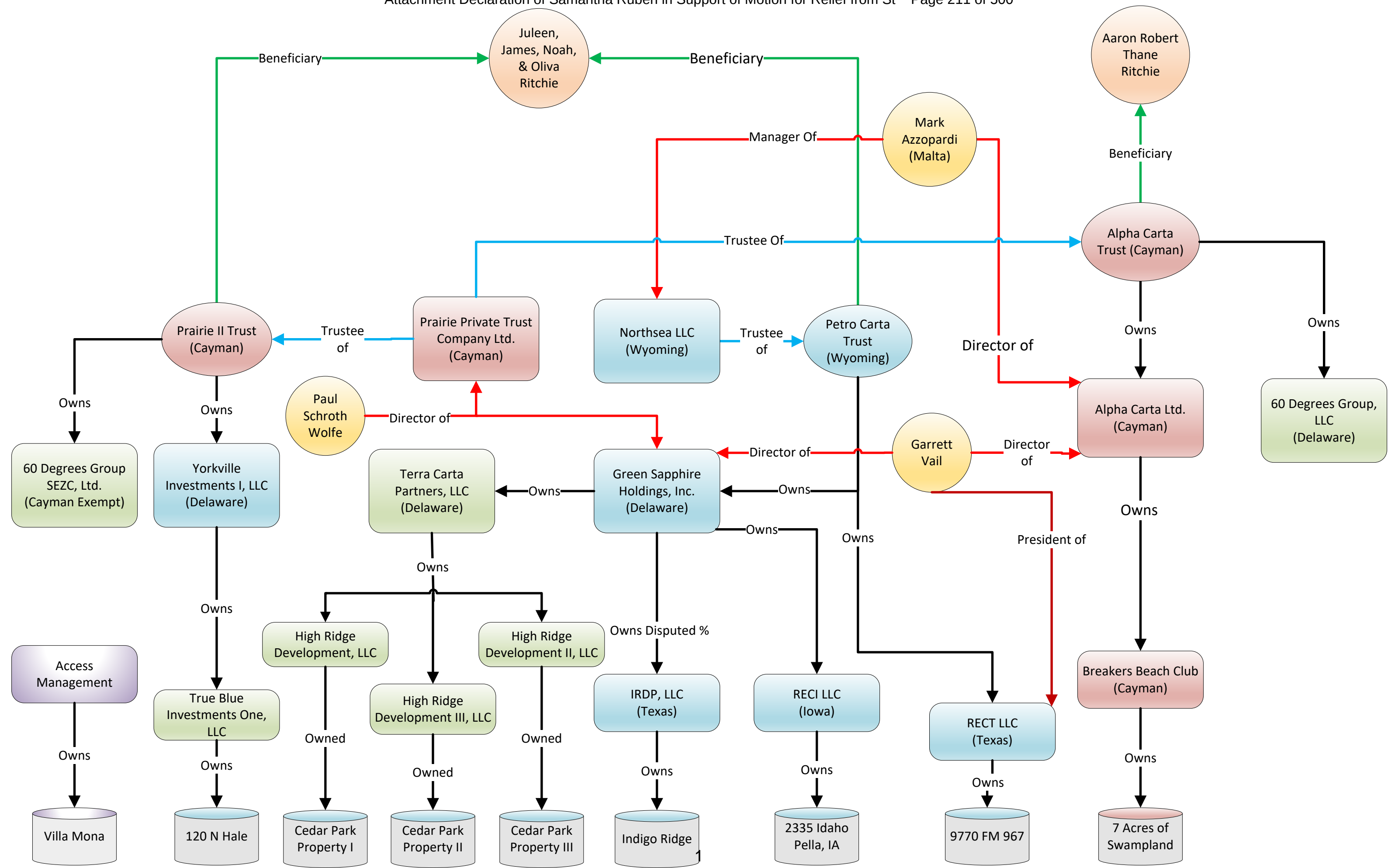


EXHIBIT 5

10/22/2017 3



CERTIFIE SINCERE ET SIGNE NE VARITUR PAR LES PARTIES POUR DEMEURER ANNEXE A LA MINUTE D'UN ACTE RECU PAR ME. MICHEL CIFFREO, NOTAIRE ASSOCIE DE LA SCP SIMORRE ALAIN ET CIFFREO MICHEL

A SAINT-BARTHELEMY(COM)

LE 26/10/2023

Unanimous Consent
of
Directors
of
NorthSea LLC

The undersigned, being all the directors of NorthSea LLC, a Wyoming limited liability company (the "Company"), the trustee of the Petro Carta Trust dated October 24, 2017 (the "Trust"), hereby consents to the following action without a formal meeting:

Whereas, the Trust is the sole shareholder of Green Sapphire Holdings, Inc., a Delaware corporation.

Whereas, Green Sapphire Holdings, Inc. is the sole shareholder of Access Management S.A.S., a French corporation.

Whereas, Access Management S.A.S. owns three properties on Saint Barthelemy commonly known as St Barth's.

Whereas, Global Capital Partners LLC will loan Ten Million and 00/100 Dollars (\$10,000,000.00) to Green Sapphire Holdings, Inc. ("Loan") to be secured by the shares of Access Management S.A.S. and the properties owned by Access Management S.A.S.

Whereas, as a condition of the Loan, the Trust is to provide a guaranty of the Loan.

Whereas, the Company wishes to domesticate Access Management S.A.S as a Florida corporation.

Now Therefore, Resolved That, the Company as the trustee of the Petro Carta Trust, the sole shareholder of Green Sapphire Holdings Inc., the sole shareholder of Access Management S.A.S is hereby authorized to domesticate Access Management S.A.S as a Florida corporation to be incorporated and known as as Access Management S.A.S. Inc.

Resolved That, the Company as the trustee of the Petro Carta Trust, the sole shareholder of Green Sapphire Holdings Inc. is hereby authorized to accept a loan from Global Capital Partners LLC to Green Sapphire Holdings Inc in an approximate amount of \$10,000,000 at an interest rate of not less than 10% per term with a term of 120 days and on such terms and conditions as such Company shall in its discretion determine to be appropriate and to be secured by a pledge of the shares of Access Management S.A.S. and the properties owned by Access Management S.A.S.

Resolved That, the Company as the trustee of the Petro Carta Trust, the sole shareholder of Green Sapphire Holdings Inc., the sole shareholder of Access Management S.A.S Inc., a Florida corporation is hereby authorized to grant a mortgage to Global Capital Partners LLC as security for the loan to Green Sapphire Holdings Inc.

Resolved That, the Company as the trustee of the Petro Carta Trust is authorized to have the Petro Carta Trust guarantee the loan from Global Capital Partners LLC to Green Sapphire Holdings Inc in an approximate amount of \$10,000,000.

Resolved That, Ryan Cicoski as a director of NorthSea LLC, the trustee of the Petro Carta Trust, the sole shareholder of Green Sapphire Holdings Inc., which in turn is the sole shareholder of Access

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Management S.A.S., in his capacity as director is hereby authorized to execute in the name and on behalf of the Company or Green Sapphire Holdings, Inc. or Access Management S.A.S whether under seal or otherwise, and to deliver any and all commitments, notes, mortgages, deeds of trust, assignment leases and rents, loan agreements, pledges or assignments or any other collateral, indemnities, certificates, affidavits, financing statements, applications, notices and other instruments or agreements or certificates of any kind or nature whatsoever and to take from time to time any other actions, which Ryan Cicoski shall in his discretion determine to be necessary or appropriate to effect the transactions contemplated by any such document or instrument, whether upon such terms or conditions set forth in such documents and instruments or upon such other terms and conditions as Ryan Cicoski shall in his discretion determine to be appropriate, and the execution and delivery of any document or instrument by Ryan Cicoski shall constitute conclusive evidence that the terms and conditions contained in said documents or instruments have been determined to be appropriate by Ryan Cicoski pursuant to this consent.

Resolved That, Ryan Cicoski as a director of NorthSea LLC, the trustee of the Petro Carta Trust, in his capacity as a director is hereby authorized to execute in the name and on behalf of the Trust whether under seal or otherwise, and to deliver any and all commitments, guaranties, indemnities, certificates, affidavits, financing statements, applications, notices and other instruments or agreements or certificates of any kind or nature whatsoever and to take from time to time any other actions, which Ryan Cicoski shall in his discretion determine to be necessary or appropriate to effect the transactions contemplated by any such document or instrument, whether upon such terms or conditions set forth in such documents and instruments or upon such other terms and conditions as Ryan Cicoski shall in his discretion determine to be appropriate, and the execution and delivery of any document or instrument by Ryan Cicoski shall constitute conclusive evidence that the terms and conditions contained in said documents or instruments have been determined to be appropriate by Ryan Cicoski pursuant to this consent.

Resolved That, any and all other actions heretofore taken by the Company to execute and deliver any agreements authorized by the foregoing resolutions, or to take any the actions authorized by the foregoing resolutions are hereby, approved ratified and confirmed in all respects.

Resolved That this Consent may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute a single document.

[Signature Page Immediately Follows]

This Unanimous Consent of the Directors of NorthSea LLC is executed as of February 15, 2023

NorthSea LLC, a Wyoming limited liability company

By: Ryan C. Cicoski
Name: Ryan Cicoski
Its: Director

By: Mark Azzopardi
Name: Mark Azzopardi
Its: Director

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EXHIBIT 6



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

GLOBAL CAPITAL PARTNERS, LLC)
and ACCESS MANAGEMENT, S.A.S.,)
INC.,)
)
Plaintiffs,) C.A. No. 2024-0877-JTL
)
v.)
)
GREEN SAPPHIRE HOLDINGS INC.,)
)
Defendant.)
)
ALPHA CARTA, LTD.,)
)
Third-Party Plaintiff,)
)
v.)
)
GREEN SAPPHIRE HOLDINGS INC.,)
and GLOBAL CAPITAL PARTNERS)
LLC,)
)
Third-Party Defendants.)

**DECLARATION OF MARC FORNACCIARI IN SUPPORT OF
PLAINTIFFS' OPPOSITION TO DEFENDANT GREEN SAPPHIRE'S
MOTION TO VACATE ORDER GRANTING EXPEDITION**

I, Marc Fornacciari, declare as follows:

1. I am a partner in the law firm of Dentons Europe, AARPI, counsel to Global Capital Partners, LLC ("Global Capital") and Access Management, S.A.S., Inc. ("Access Management") in France and its overseas collectivity of St. Barthélemy. I chair the Government and Public Procurement group in the Paris

office. I am a member in good standing of the Paris bar. I am fluent in French, Italian, German, and English.

2. I provide this Declaration in support of Plaintiffs Global Capital and Access Management's Opposition to the Motion to Vacate Order Granting Expedition filed by Defendant Green Sapphire Holdings, Inc. ("Green Sapphire").

3. I understand that the above-captioned action concerns a Loan Settlement Agreement that conveyed two properties in St. Barthélemy. One is a villa and land in Colombier, at Plot AE 314 ("Villa Mona"), and the other a land parcel in Saint-Jean, at Plot AI 220.

4. I have reviewed the public records related to the building permit for Villa Mona and applicable French law. Based upon my expertise in French public law and the facts as I understand them, I have reached the following conclusions.

A. The Villa Mona Permit Is Still Valid And Enforceable Today.

5. Access Management holds a building permit for Villa Mona (the "Villa Mona Permit") issued by the Executive Council of the Collectivité of St. Barthélemy (the "Executive Council"). The permit is valid and enforceable. As of today, Access Management is authorized under the terms of the permit to resume construction at Villa Mona and complete its renovation plans once this action is resolved.

6. On July 9, 2020, Green Sapphire was granted a new building permit for Villa Mona. Attached as Exhibit 1 is a true and correct copy of the Executive

Council resolution authorizing Green Sapphire's permit application and a certified English translation thereof. The scope of work authorized includes the rehabilitation of a building that has been weakened over time, the maintenance of existing floors, the addition of 25.76 square meters of floor area to create an additional room, and the modification of the roof. The resolution was published and became enforceable on July 28, 2020. The published resolution establishes the Villa Mona Permit.

7. On April 15, 2024, Green Sapphire transferred the Villa Mona Permit to Access Management. Attached as Exhibit 2 is a true and correct copy of the Executive Council resolution granting the transfer application and a certified English translation thereof.

8. The local Land Planning, Housing and Building Code of St. Barthélemy (the "Building Code") governs the terms and duration of a building permit in St. Barthélemy. Attached as Exhibit 3 are Articles 133-49 and 133-50 of the Building Code and a certified English translation thereof. Article 133-49 provides in full:

The permit or non-objection to prior notice shall expire if the works, divisions or changes of intended use are not started within the four-year period.

This period shall commence as from notification of the resolution granting the permit or the date of non-objection to the notice.

9. The "four-year period" in Article 133-49 is what is known in French law as a validity or expiry deadline period ("*péremption*"). If construction

commences within the expiry deadline, the expiry deadline is deemed interrupted and the permit remains valid past the expiry deadline. If construction does not commence within the expiry deadline, the permit expires.

10. Under Article 133-49, the 4-year expiry deadline period for a building permit commences “from notification of the resolution granting the permit.” The resolution granting the Villa Mona Permit was published and noticed on July 28, 2020. The expiry deadline period for the Villa Mona Permit therefore extended from July 28, 2020 to July 28, 2024.

11. On June 14, 2024, following some preliminary work on the lot, Access Management filed a declaration that the work at Villa Mona had commenced. Attached as Exhibit 4 is a true and correct copy of the declaration and a certified English translation thereof.

12. The following month, Access Management engaged a contractor, SAS GTR Services (“GTR”), to carry out additional work at the site. On July 24, 2024, GTR moved large earthmoving equipment—i.e., an excavator—onto the site. GTR conducted land clearing and green waste removal operations. GTR also excavated an area to the side of the existing villa in preparation for constructing a new building extension. A platform for the extension was partially completed that day.

13. Considering the low scope of work authorized under the permit, the work conducted by July 24, 2024 should suffice to consider the work “started” and

the validity period interrupted within the meaning of Article 133-49. Indeed, French courts have held that simple earthmoving operations suffice to interrupt an expiry deadline. *See* Conseil d’Etat, September 24, 1990, *Fédération des commerçants d’Auch*, No. 108683; Conseil d’Etat June 10, 1994, *Town of Grigny*, No. 115054. Therefore, I am of the opinion that the validity period ending July 28, 2024 was interrupted and the Villa Mona Permit remains valid today.

14. On September 26, 2024, I sent a letter on behalf of Access Management to the President of the Executive Council, M. Xavier Lédée, regarding the Villa Mona Permit. My letter described and documented with photographs the work conducted at Villa Mona to date, and provided the above legal authority to support finding the expiry deadline interrupted. The letter advised that I and Access Management were available to provide additional information if needed; I did not receive any request for additional information from M. Lédée or the Executive Council. Attached as Exhibit 5 is a true and correct copy of my letter to M. Lédée and a certified English translation thereof.

B. The Villa Mona Permit Remains Valid And Enforceable Notwithstanding Executive Council Resolution 2024-1090CE.

15. I understand that Green Sapphire contends that the Villa Mona Permit is no longer valid based upon a resolution of the Executive Council, dated July 30, 2024, stating that the permit “expired” as of “July 28, 2024.” Attached as Exhibit 6 is a true and correct copy of Executive Council Resolution 2024-1090CE and a

certified English translation thereof. Green Sapphire's contention misinterprets Executive Council Resolution 2024-1090CE and disregards applicable French law.

16. Executive Council Resolution 2024-1090CE is a decision denying an application to extend the validity period for the Villa Mona Permit, *made by Green Sapphire*. Green Sapphire's application was denied for two reasons, neither of which affect the permit's validity today.

17. The first reason is that Green Sapphire filed its application out of time. The resolution cites Article 133-55 and states that a "request for extension ... must be submitted ... at least two months before the expiration of the validity period." That period for the Villa Mona Permit ended on July 28, 2024; however, the application was only received on July 3, 2024. Therefore, the Executive Council concluded that Green Sapphire submitted its application "after the deadline" and the permit "expired" on "July 28, 2024."

18. The second reason is that Green Sapphire was not the proper party to submit the application. Green Sapphire transferred the Villa Mona Permit to Access Management on April 15, 2024. Therefore, the Executive Council held that "the beneficiary entitled to request the extension of the building permit is no longer Green Sapphire Holdings but SAS Access Management."

19. Executive Council Resolution 2024-1090CE does not affect the validity of the Villa Mona Permit today because it denied an extension that was not needed.

The validity period for the Villa Mona Permit expired on July 28, 2024. As explained above, substantial work was completed prior to that date, on July 24, 2024. That work sufficed to interrupt the expiry deadline without any extension and maintained the validity of the permit under Article 133-49.

20. Nothing in Executive Council Resolution 2024-1090CE is to the contrary. The resolution considers only whether an application to extend the validity deadline for the Villa Mona Permit should be granted under Article 133-55. The resolution does not mention Article 133-49 or consider whether the validity period was interrupted by the work to date. That question and the pertinent facts were not before the Executive Council.

C. The Villa Mona Permit Will Expire Unless Construction At Villa Mona Resumes Before July 24, 2025.

21. Although the Villa Mona Permit remains valid today, the permit will soon expire by operation of law unless construction resumes. Article 133-50 of the Building Code provides in relevant part:

The same shall apply if, after that period, the works are interrupted for a period of more than one year.

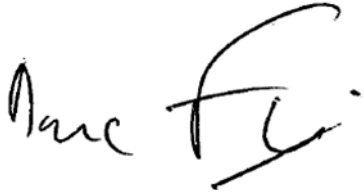
22. “The same shall apply” refers to the immediately preceding section of the Building Code, Article 133-49. Article 133-49 provides that a permit will expire if construction is not started within four years of issuance. Article 133-50 provides that a permit will also expire if, following the 4-year validity period, construction is

delayed for a period exceeding one year.

23. Construction at Villa Mona has been delayed since July 25, 2024. The 4-year validity period for the Villa Mona Permit ended July 28, 2024. According to French courts, “the interruption of the works only renders a building permit null and void if its duration exceeds a period of one year, starting to run after the expiry of the period of [four] years.” Conseil d’Etat, May 10, 2017, *SCI la Bruyère*, N° 399405. Therefore, the construction delay following the end of validity period will exceed one year on July 29, 2025, and the permit will expire in accordance with Article 133-50. Access Management may maintain the Villa Mona Permit only by resuming construction at Villa Mona prior to July 29, 2025.

Pursuant to 10 *Del. C. 5351 et. seq.*, I declare under penalty of perjury under the law of Delaware that the foregoing is true and correct, and that I am physically located outside the geographic boundaries of the United States, Puerto Rico, the United States Virgin Islands, and any territory or insular possession subject to the jurisdiction of the United States.

Executed on the 8th day of April, 2025, at Paris, France.

A handwritten signature in black ink, appearing to read "Marc F.", with a stylized flourish at the end.

Marc Fornacciari
Partner, Head of Government and Public
Procurement
Paris
Dentons Europe, AARPI

EXHIBIT 7



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

GLOBAL CAPITAL PARTNERS LLC
and ACCESS MANAGEMENT, S.A.S.,
INC.,

Plaintiffs,

v.

GREEN SAPPHIRE HOLDINGS INC.,

Defendant.

C.A. No. 2024-0877-JTL

**DECLARATION OF JOHANNES ZINGERLE
IN SUPPORT OF PLAINTIFFS' MOTION FOR *STATUS QUO* ORDER**

I, Johannes Zingerle, declare as follows:

1. I am the President of Design Affairs SAS ("Design Affairs").

Design Affairs is an design and project management firm based in the French overseas territory of St. Barthelemy, commonly known as St. Barts. Design Affairs' offices are located at 21 rue Jeanne d'Arc, Gustavia, the capital of St. Barts.

2. In early February 2024, I was contacted by Dustin Springett, the Director of Global Capital and Access Management, SAS, Inc. Mr. Springett explained that Global Capital had acquired Access Management and through it ownership of two properties in St. Barts. Mr. Springett was interested in renovating the residential property known as Villa Mona, in Colombier, the northwestern area of the island. On February 6, I met with Mr. Springett in St. Barts. Together, we walked the property and discussed project details.

3. On March 9, 2024 Mr. Springett contacted me to discuss the Villa Mona building permit plans again and on March 10, 2024 he asked if I would be available for a meeting while he was in St. Barts. We ended up meeting on March 12, 2024 at my office where we further discussed the project and came to an agreement that once the formality of the building permit transfer was completed by St. Bart's planning department (Collectivité's Service de l'Urbanisme ("Urbanisme")), that I would accept to work with Mr. Springett to direct and manage carrying out execution of the renovations. Access Management was to compensate me on an hourly basis until more significant works on the property formally commenced.

4. On July 23, 2024, Mr. Springett confirmed me the estimate for the earthwork I sent him to start the foundation work of bungalow 05 on the property. His lawyer Pierre Kirscher, lawyer of the firm ST BARTH LAW , sent me by email the formal confirmation signed by him that Mr Springett has all authorities to sign for ACCESS MANAGEMENT (GREEN SAPHIRE) and is the owner of the concerned property (as proof he added the convention between the 2 parties signed on February 16, 2023).

5. On July 24, 2024, we broke ground on the renovations at Villa Mona. I directed a SAS GTR Services, contractor, in creating paths along the property and clearing smaller trees. The contractor then excavated an area to the side of the existing villa in preparation for constructing the new building extension. A platform for the extension was partially completed that day.

6. I sent Mr. Springett photographs of the work performed that day. I also sent him the invoice for the contractor's services, which amounted to € 5,975.00. I advised Mr. Springett that more work remained to complete the platform for the building extension and estimated the total cost to be between € 7,000 and 9,000.

7. While directing the excavation work, I got a call from Annelisa Gee. I understand Ms. Gee was formerly the property manager for Villa Mona when it was owned by Green Sapphire Holdings, Inc. ("Green Sapphire"). Ms. Gee told me that I had no right to work on the property. She said if any further work were done, she would change the locks on the property. I immediately reported the incident to Mr. Springett and requested guidance.

8. On the same day, I received an email from a lawyer for Green Sapphire, Paul Cottin. In a letter attached to the email, Mr. Cottin identified himself as counsel for Green Sapphire and claimed that Green Sapphire "is facing serious and malicious attempts by third parties to illegally appropriate its real estate." He also claimed, "Legal proceedings are currently underway before the civil and criminal courts, both in France and in the United States." A copy of Green Sapphire's letter to the public prosecutor accusing Global Capital of fraud was enclosed. Mr. Cottin requested that I "immediately suspend all current and planned work on Villa Mona," and concluded, "Access to the property is strictly forbidden. Any attempt to gain access will result in a criminal complaint being lodged and your company being held liable."

9. On August 5, 2024, Mr. Cottin sent me another email regarding ongoing work at Villa Mona. Mr. Cottin accused me of being “complicit in a home invasion and the destruction of other people’s property,” whom he identified as his clients Ms. Gee and Green Sapphire. Mr. Cottin ordered me “to cease, with immediate effect all work” on Villa Mona, and warned, “Should your company fail to stop the work immediately, it will be held civilly and criminally liable.” I promptly forwarded Mr. Cottin’s two communications to Mr. Springett.

10. I had a meeting with Urbanisme in their offices for another project and I was questioned about the project of “Villa Mona.” As they wanted to see the situation on site there, I made an appointment for August 22 on site.

11. On August 21, 2024 I received on my request a signed letter by Mr. Springett for Access Management SAS, Inc. authorizing me to access Villa Mona for the August 22 site tour with representatives from Urbanisme.

12. On August 22, 2024, I met with Melodie Laplace, head of Urbanisme, the planning department. We met at Villa Mona with the intention of walking the property together. The purpose of the meeting was to show to Ms. Laplace and Urbanisme that Access Management had made progress in preparing the construction and that the permit was still valid and necessary to complete the renovations.

13. When I arrived at Villa Mona, I was unable to get past the entrance gate. The keypad on the gate had been replaced with a new keypad system.

The company that installed the new system was still on site, so I approached them and asked for explanation. The company explained that Ms. Gee and/or Mr. Cottin hired them the day before to change the keypad and that Ms. Gee called the police to alert them that I was not permitted on site. Ms. Laplace and I were unable to access the villa that day and canceled the site tour.

14. Demonstrating progress on the renovations is essential to preserving the building permit for Villa Mona. I therefore suggested to Mr. Springett that he or his property manager tour Villa Mona with Ms. Laplace if possible. Mr. Springett arranged for a site tour on September 12.

15. On September 12, 2024, I spoke with Ms. Laplace by telephone. She was touring Villa Mona with Mr. Springett and assessing the state of construction. Ms. Laplace told me that the work to date was insufficient to maintain the permit. Ms. Laplace said that more construction must be completed immediately or the permit will be revoked.

16. On September 27, 2024, I notified Mr. Springett that I could not continue to work on the Villa Mona project under the circumstances, particularly Green Sapphire's denial of access to the property. Since then, I have performed no further work on the Villa Mona project.

Pursuant to 10 *Del C. 5351 et. seq.*, I declare under penalty of perjury under the law of Delaware that the foregoing is true and correct to the best of my knowledge, information, and belief, and that I am physically located outside the geographic boundaries of the United States, Puerto Rico, the United States

Virgin Islands, and any territory or insular possession subject to the jurisdiction
of the United States.

Executed on the 17th day of January, 2025, at St. Barthelemy, France.

A handwritten signature in black ink, appearing to be 'JZ', written over a horizontal line.

Johannes Zingerle
President
Design Affairs SAS

EXHIBIT 8

1

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

GLOBAL CAPITAL PARTNERS LLC and	:
ACCESS MANAGEMENT, S.A.S., INC.,	:
	:
Plaintiffs,	:
	:
v	: C. A. No.
	: 2024-0877-JTL
GREEN SAPPHIRE HOLDINGS INC.,	:
	:
Defendant.	:

- - -

Chancery Courtroom No. 12B
Leonard L. Williams Justice Center
500 North King Street
Wilmington, Delaware
Thursday, February 6, 2025
11:00 a.m.

- - -

BEFORE: HON. J. TRAVIS LASTER, Vice Chancellor

- - -

ORAL ARGUMENT and RULINGS OF THE COURT ON DEFENDANT'S
MOTION TO DISMISS AND PLAINTIFFS' MOTION FOR A STATUS
QUO ORDER AND FOR EXPEDITED PROCEEDINGS

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1 APPEARANCES:

2 PHILIP TRAINER, JR., ESQ.
3 SAMUEL M. GROSS, ESQ.

Ashby & Geddes, P.A.

-and-

4 KENNETH J. PFAEHLER, ESQ.

NICHOLAS W. PETTS, ESQ.

5 of the District of Columbia Bar

Dentons US LLP

6 for Plaintiffs

7 THEODORE A. KITTILA, ESQ.

8 JAMES G. McMILLAN, III, ESQ.

Halloran Farkas + Kittila LLP

9 for Defendant

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1 THE COURT: Welcome, everyone.

2 ATTORNEY KITTILA: Good morning, Your
3 Honor.

4 ATTORNEY TRAINER: Your Honor, good
5 morning. Lee Trainer from Ashby & Geddes for
6 plaintiffs. Mr. Kittila and I discussed and we're
7 assuming you'll want to hear the motion to dismiss
8 first.

9 THE COURT: That's fine.

10 ATTORNEY TRAINER: Okay. If that's
11 the case, I'd just like to make introductions. I'll
12 sit down and let Mr. Kittila.

13 Your Honor, from our firm we have Sam
14 Gross.

15 ATTORNEY GROSS: Good morning.

16 ATTORNEY TRAINER: From Dentons in
17 Washington we have Ken Pfaehler and Nick Petts. We
18 also have with us Dustin Springett, who is the
19 director of Global Capital.

20 THE COURT: Great.

21 ATTORNEY TRAINER: Your Honor, with
22 the Court's permission, Mr. Pfaehler will address the
23 motion to dismiss and I'll address the motion for
24 status quo and expedition.

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1 THE COURT: Sure. Thank you all for
2 being here.

3 ATTORNEY TRAINER: Thank you.

4 ATTORNEY KITTILA: Good morning, Your
5 Honor. May it please the Court. Ted Kittila on
6 behalf of defendant Green Sapphire Holdings. I'm
7 joined at counsel table by my colleague Jay McMillan.

8 THE COURT: Good to see you.

9 ATTORNEY McMILLAN: Good morning, Your
10 Honor.

11 ATTORNEY KITTILA: Your Honor, we
12 filed a motion to dismiss and/or stay under *McWane*.
13 And pursuant to Rule 12(b)(3) and 12(b)(6). Rather
14 than rehashing all my arguments, I'm just going to
15 focus on what I believe to be the key arguments. I
16 know Your Honor has read the briefs. I have the
17 utmost confidence in that. The sun rises, Vice
18 Chancellor Laster reads the briefs.

19 With respect to *McWane*, there are
20 three separate proceedings pending, all of which
21 satisfy the first-filed definition under *McWane*.

22 The facts are that Green Sapphire
23 discovered in February 2024 that there had been
24 actions taken by its former general counsel, Ryan

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1 Cicoski, that lacked any authority and oversight. As
2 alleged, Mr. Cicoski, on the behest of an ex-con,
3 Robert Brownell, AKA Robert Bigelow, engaged in a
4 scheme to transfer ownership of the St. Barts property
5 from Green Sapphire to another entity. Mr. Cicoski
6 acted without authority and kept these dealings secret
7 from the other director, whose approval would have
8 been necessary to approve a transaction of this
9 magnitude.

10 The plan was played out over several
11 years. Based on what my client has been able to
12 uncover to date, it looks like the groundwork was laid
13 for this in 2021, and it may have been even sooner.

14 My client initiated proceedings in the
15 Illinois federal court, as well as in Guadeloupe and
16 Martinique, seeking to stop the conversion of his
17 property and unravel the scheme.

18 Plaintiffs counter that there are --
19 that these are not first-filed actions because they
20 were not served. In our view, ignoring litigation
21 that has been filed against you does not make the case
22 any less first-filed.

23 We would note that in Illinois, the
24 day after the motion for default was filed, suddenly

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6

1 the parties came to the Court seeking to defend. They
2 were all aware of the litigation. We would also add
3 that the cases, the various pleadings in those cases,
4 were served as required under this alleged loan
5 agreement, Your Honor.

6 Just by way of an update on the
7 Illinois litigation, there was a third amended
8 complaint that was proposed. My understanding is that
9 the argument was heard on that and that the Court
10 granted the ability for leave to file the third
11 amended complaint yesterday.

12 The issues in that case relate
13 directly to the claims in this case. Green Sapphire
14 and others are seeking a finding that the purported
15 loan agreements are the product of fraud. And that's
16 on paragraph 294 of the Illinois complaint, which is
17 attached as Exhibit 1 to our motion to dismiss and/or
18 stay.

19 That case is proceeding. Plaintiffs
20 cannot claim otherwise.

21 With respect to the French civil
22 action, Your Honor, there's movement on that front -
23 namely, that Vue Mer Signature Holdings, formally
24 known as Access Management S.A.S., the St. Barts,

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1 company has been able to establish in St. Bart's that
2 it owns and controls St. Barts properties. Plaintiffs
3 effort to redomesticate the St. Barts company in
4 Florida did not work. That is key.

5 Plaintiffs purport to have gained
6 control over Access Management S.A.S., Inc.'s stock,
7 which is the Florida entity. That's ineffective to
8 take control over the St. Barts company that actually
9 holds fee simple title to the St. Barts property.

10 Plaintiffs came rushing in here to
11 claim that there was an emergency. No --

12 THE COURT: Before you shift --

13 ATTORNEY KITTLA: Yes.

14 THE COURT: -- remind me which company
15 owns record title to the St. Barts property.

16 ATTORNEY KITTLA: That would be now
17 known as Vue Mer Signature Holdings which is formally
18 known as Access Management S.A.S.

19 Plaintiffs came rushing in here to
20 claim that there was an emergency, Your Honor. No.
21 There's no emergency. These are cases that are
22 proceeding. That's what happens when cases proceed in
23 other jurisdictions. You can't just run to Delaware
24 and suddenly claim that there's an emergency because

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1 suddenly the case that is proceeding in the other
2 jurisdiction has a development that occurs.

3 That's the purpose of *McWane*.

4 Plaintiffs have come back and said,
5 wait, there's a forum selection clause. Full stop.
6 In that case, the case that they cite, actually, the
7 *Ingres Corp.* case, the Delaware Supreme Court made
8 clear that a forum selection clause that is procured
9 by fraud, implemented by fraud, serves as a basis for
10 the Court to ignore the forum selection clause. So we
11 think that that makes no difference.

12 And as alleged in the other
13 jurisdiction, Mr. Cicoski, a lawyer, concocted these
14 documents and, without authorization or informing
15 those to whom he reported, signed these documents.

16 No, you don't get to wave around the
17 forum selection clause in a fraudulently procured
18 document and have the Court honor it.

19 We've also raised a laches argument,
20 and again, this cannot be underscored enough.
21 Plaintiffs have known about these actions for months
22 in advance. They tried to ignore these actions. If
23 they really wanted the benefit of the forum selection
24 clause then they should have proceeded in the forum

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1 where we brought suit.

2 At its core, we have a federal case
3 that is proceeding in Illinois, two cases in the
4 Caribbean, and now plaintiffs want to confuse the
5 issues and bring this case here. It's already
6 confusing enough, though I will say that there is no
7 better advertisement for proceeding in the Caribbean
8 than the weather we had today.

9 That said, this is a quintessential
10 basis for dismissing or staying the case under *McWane*,
11 and I think that's our argument on *McWane*.

12 If the Court has any questions, I'm
13 prepared to proceed on the other arguments.

14 THE COURT: Why don't you keep going.

15 ATTORNEY KITTLA: Thank you, Your
16 Honor.

17 Turning to the motion to dismiss.
18 We've argued that the case should be dismissed because
19 the pleadings on their face do not show that the
20 parties have standing to proceed. Which party is it
21 that has the rights under the purported loan
22 settlement agreement? By the way, my client did not
23 discover this "loan settlement agreement" until this
24 case got filed in August. So is it a Delaware

10

1 company? Is it a Caribbean company? Is it a Caymans
2 company? Is it a St. Barts company?

3 This is not a gotcha type of argument.

4 Now, I've seen people and they say oh, yeah, you
5 messed up on this point and everything as a, you know,
6 gotcha. This is not a gotcha. What we've described
7 it was a modus operandi that has been used in other
8 cases by Mr. Bigelow in the past, Mr. Brownell. And
9 we are dealing with a situation where precision is
10 absolutely necessary to unravel what happened here.
11 And we believe that using similarly named companies --
12 learned a new word, cognomen.

13 Is that the right word, cognomen? All
14 right. Sounds good.

15 As far as that goes, you cannot just
16 go and try to confuse these, the parties in there.

17 Plaintiffs claim that Mr. Brownell is
18 not part of Global Capital. I have my strong doubts.
19 In fact, in their own description of what happened, in
20 the Springett declaration, there's a statement that
21 Mr. Brownell wanted to be part of this but that
22 something changed and suddenly he wasn't.

23 But Mr. Brownell's name, the entity in
24 which he has all of his interests, they're all over

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1 the documents that they've put in front of the Court.
2 There's money flowing out to him to Mr. Mack who we
3 allege is working for him. Mr. Brownell cannot be
4 ignored. So I think that our suspicions here and
5 concerns regarding who the entities are is very
6 important.

7 We need to know what entity is what.
8 Plaintiffs have tried to amend their pleadings by
9 arguing that the Delaware entity is now a Cayman
10 entity. No, you don't get to amend the pleadings by
11 lobbying in after-the-fact documents. Just doesn't
12 work; especially where there's key issues at issue in
13 the case regarding who the parties to a contract are.

14 With respect to Access Management
15 S.A.S., Inc., a Caymans entity, we don't have any
16 explanation at all who this is and why this is an
17 entity even named as a party.

18 Most importantly, as I've said, you
19 cannot fudge the corporate names here to mask who did
20 what. They use the term broadly, "Access Management
21 did X. Global Capital did Y." This doesn't work. We
22 need to precisely know which entities did what.

23 Next, Green Sapphire's also sought to
24 dismiss under Rule 12(b)(3) on the grounds of *forum*

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1 *non conveniens*.

2 This is not the proper venue for this
3 case. As much as I would love, love to try this case
4 in front of Your Honor and conduct a ton of discovery
5 down in St. Bart and go through this, this is going to
6 be a nightmare for the Court, and it's going to be a
7 nightmare on several fronts.

8 The witnesses are located in the
9 Caribbean. The documents are located in the
10 Caribbean. Most of the documents are in French. It's
11 going to be translation issues. Witnesses are going
12 to be speaking French. The actions that the
13 plaintiffs are challenging need to be handled in the
14 French courts. The allegedly tortious conduct
15 occurred there. They have the witnesses there. The
16 law to be applied is French.

17 The attempt to have all this turn on a
18 Delaware contract, that doesn't work. That's not
19 enough for the hook. We'll need French law experts.

20 THE COURT: What is the virtue of
21 Chicago, then?

22 ATTORNEY KITTLA: The virtue of
23 Chicago is the Chicago case is where we are
24 challenging whether or not the fraud -- whether or not

13

1 the loan agreement that they have put in place is --
2 is a fraud.

3 And that, actually, there was
4 significant acts that took place in Chicago in that
5 area. So the acts -- there was a notary, I believe,
6 that Mr. Cicoski appeared in front of. And so that's
7 the reason why the acts are challenged in Chicago.

8 THE COURT: But why aren't your viable
9 points about the French language and the French law
10 experts and the witnesses in St. Barts and the whole
11 parade of issues, why aren't those equally apt
12 criticisms for the Chicago action, and it's probably
13 even, what, like a couple hours farther by plane? I
14 mean, it's --

15 ATTORNEY KITTILA: It is, Your Honor.
16 And even colder.

17 THE COURT: Yeah.

18 ATTORNEY KITTILA: No, I get it. I
19 understand. That's part of the problem that you're
20 going to have with this. But you're going to have an
21 agreement that that they've -- I mean, that's where we
22 brought suit. So first of all, deference is given to
23 the plaintiff on their choice of forum. That's where
24 the case has been proceeding in front of a federal

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1 judge now for almost a year now.

2 THE COURT: Yeah.

3 ATTORNEY KITTILA: So, I mean, that's
4 part of the trouble with this. I think that adding
5 Delaware to it is probably -- it's not helpful.

6 Look, I --

7 THE COURT: And remind me. I thought
8 that the French civil action that you-all were talking
9 about had now been effectively dropped because of the
10 new company securing the title.

11 ATTORNEY KITTILA: So we have filed a
12 request for leave to --

13 THE COURT: Right.

14 ATTORNEY KITTILA: -- to close out
15 that action. That's still pending in front of the
16 French judge.

17 THE COURT: Right. It just means I
18 really feel like I'm balancing versus Chicago. Based
19 on that, assuming the judge does what you expect --
20 and doesn't seem like anybody would oppose it, but
21 maybe they would -- there really isn't a Caribbean
22 action right now, is there?

23 ATTORNEY KITTILA: There is, with the
24 French -- with the French criminal complaint that --

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1 THE COURT: Criminal complaint.

2 ATTORNEY KITTILA: Yeah.

3 THE COURT: But in terms of resolving
4 these civil issues, there's nothing going on down
5 there.

6 ATTORNEY KITTILA: Yeah. I still
7 think that there is a possibility that there could be
8 some more dust-ups regarding this civil -- this civil
9 action. I don't think it's as easy as just, you know,
10 we're filing the motion to dismiss. I think there's
11 going to be some people that are going to be
12 pushing -- it amazes me that it took as long as it has
13 and we still don't have a resolution of the French
14 civil action. Maybe it shouldn't amaze me on this
15 because, you know, it's a different -- different set
16 of procedures and everything.

17 But I think from my standpoint you're
18 probably right, Your Honor. You're probably balancing
19 between here and Chicago on a lot of these issues. I
20 still think the complexities do weigh into your
21 analysis. I mean, like I said, I would love trying a
22 case like this, but that's not the standard. So ...

23 Your Honor, plaintiffs have not
24 countered the sort of arguments. In fact, your

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1 raising that point is the first time that this has
2 really come to a head on this. Instead, they've been
3 content throughout this to sort of rely on Delaware
4 and Pennsylvania law with respect to issues of whether
5 or not somebody has been defamed, whether or not
6 somebody has been tortiously -- a contract has been
7 tortiously interfered with.

8 That doesn't work. I mean, we're
9 going to have to engage on a full-blown analysis on
10 these points and understanding the nuances of whether
11 or not somebody saying something like they have said
12 in the Caribbean constitutes a defamatory act.

13 We have a lot of benefits under the
14 litigation privilege, and we -- to the degree that the
15 Court were to look at Delaware law on this point,
16 litigation privilege is very strong, extends all the
17 way back from King Henry VIII, as Your Honor has
18 probably read in the *Ritchie* opinion. But that right
19 there, in and of itself, I think, you know, the
20 complexities with that, I think we're getting to the
21 point that it sort of speaks in favor of the *forum non*
22 *conveniens*.

23 Your Honor, I think I'll rest on the
24 briefs regarding the analysis of the tortious conduct

1 at issue here. I think we've laid out the arguments
2 there.

3 Turning to the request for the
4 litigation injunction. This is an incredibly high
5 burden. The courts in Delaware have been rightfully
6 cautious in this area. As we noted, Green Sapphire's
7 entity, Vue Mer, has moved for dismissal. That could
8 very well moot the case down there.

9 But establishing an injunction, one of
10 the old rules of equity is that equity will order what
11 it knows that it can enforce, and I think that we're
12 going way out on a limb on this one to try to order a
13 litigation injunction in another jurisdiction.

14 Typically, also -- and I've seen this
15 in another case that I'm working on -- a litigation
16 injunction, it's typically applied for in the other
17 jurisdiction where the injunction would be enforced
18 first, rather than coming to Delaware and having
19 Delaware make some pronouncement on it.

20 Your Honor, this complaint can't
21 stand. It's just not -- it's just not sufficient.
22 Even giving it the most favorable reading here,
23 there's simply too many deficiencies for this
24 complaint to move forward.

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1 Plaintiffs will have their chance to
2 proceed in Illinois on whether they have an actual
3 enforceable agreement.

4 So on that, I turn over the podium.

5 THE COURT: All right. Thank you.

6 ATTORNEY PFAEHLER: Good morning, Your
7 Honor.

8 THE COURT: Good morning.

9 ATTORNEY PFAEHLER: We'll also be
10 largely resting on our briefs, but I did want to cover
11 a few points. And in particular, the *McWane* standard.

12 And we would remind our colleague and
13 refer the Court to the case of *Ingres Corp. v. CA*,
14 which says very correctly, "We hold that where
15 contracting parties have expressly agreed upon a
16 legally enforceable forum selection clause, a court
17 should honor the parties' contract and enforce the
18 clause even if, absent any forum selection clause, the
19 *McWane* principle might otherwise [have] a different
20 result."

21 Your Honor, we just heard again that
22 Mr. Brownell is part of all this, and that our -- my
23 adversary, my colleague, says that he has some
24 suspicions, he has his doubts, maybe his client does.

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1 But that's not evidence. And we have put in evidence
2 on this point. We have put in Mr. Springett's
3 affidavit. And certainly no basis to be issuing a
4 stay here, where -- based on their doubts and
5 suspicions and not on evidence.

6 Your Honor, the laches argument, I
7 think, is really a reach here. On laches, we have a
8 case in Illinois that -- where we were not served. On
9 April 22, the Illinois complaint was amended to add
10 Global Capital. We filed this case in August. We
11 still had not been served. We were not evading
12 service; it simply hadn't happened. In fact, our
13 adversaries actually filed a motion to default because
14 we had not appeared.

15 You see in the briefs 86 docket
16 entries at that point. Not one of them was from us.
17 Nothing has happened in Illinois. They've done
18 nothing for the entire year but keep amending their
19 complaint.

20 We now have, as of yesterday, a vast
21 RICO conspiracy. And you now have over two dozen
22 parties there.

23 THE COURT: So that's one of the
24 things that I was wondering about.

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1 Illinois does seem to be the broader
2 action in terms of what's at issue. And set aside the
3 forum selection clause, but why wouldn't it be more
4 advantageous for a single court to deal with the whole
5 mass of stuff, rather than having me deal with the
6 loan issue and you're going to have to beat back the
7 grand conspiracy. But it's just the loan. Whereas,
8 out in Illinois, the story seems bigger and to have a
9 lot more moving parts and you're part of that.

10 So, I mean, in terms of efficiency, I
11 wondered why we shouldn't just have Chicago do it.

12 ATTORNEY PFAEHLER: Yeah. And a
13 couple answers there. And I'll set aside, you know,
14 obviously, that we bargained for Delaware and focus on
15 what's wrong with the Illinois forum.

16 The problem there is, you know, this
17 case started in Illinois about a whole bunch of other
18 issues against a whole bunch of other parties.

19 A great global conspiracy, all against
20 this guy Thane Ritchie who's got quite, quite, quite a
21 record in criminal and civil courts, who may be a
22 poster child for frivolous litigation.

23 And Mr. Ritchie files this complaint
24 in Illinois, alleges this huge conspiracy on a bunch

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1 of theories against a bunch of other people. And then
2 it morphs, after they decide that they're going to
3 renege, having taken our \$11 million, they're going to
4 renege and never give it back. And we've shown the
5 Court that it was actually wired to them, wired to
6 Mr. Mack and then wired to them. So the lack of a
7 good-faith basis in fact for what we've heard there is
8 fairly astonishing.

9 But having taken our money, now
10 they're going to renege and now they're going to throw
11 us to this Illinois proceeding.

12 The Illinois proceeding has two dozen
13 parties. The judge in Illinois is already looking fed
14 up from the bench yesterday.

15 THE COURT: We all always are. It's
16 an occupational hazard. We're just all grumpy. I get
17 it.

18 ATTORNEY PFAEHLER: Give me a few
19 minutes, I'll have you looking the same way, Your
20 Honor.

21 And we've got one loan agreement to
22 enforce, and we need quick action. That's essential
23 here. We've got property. We're losing money. All
24 of our money is out the door. We've got to get a

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1 quick result. We're not going to get that in
2 Illinois. We're going to be subsumed in this crazy,
3 quixotic would be a kind word, mess of that situation.

4 That Illinois case is brought by a
5 two-person shop, a father and son, who don't deal with
6 these issues at all. 24 other defendants. There's
7 going to be motions to dismiss from everybody.

8 But lastly, the other key in Illinois
9 is they have no jurisdiction over us. The Court does
10 not have *in personam* jurisdiction. We have no
11 contacts with Illinois. And we will be moving on that
12 basis, moving on 12(b)(2) and 12(b)(6).

13 By the time anything gets heard by
14 Judge Ness, who is a fine judge and Northern District
15 of Illinois is a fine court, and I've got fine
16 partners who have been there in front of him on this
17 case. But nothing is going to happen in time in
18 Illinois, as a practical matter.

19 The judge is already asking the
20 defendants to consolidate their motions to dismiss.

21 THE COURT: So following up on that,
22 though, assume that I deny the motion to dismiss and
23 we go forward here.

24 Won't Mr. Kittila raise as

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1 counterclaims and affirmative defenses a lot of the
2 stuff in Illinois?

3 And won't this case essentially
4 transmogrify into Illinois Jr.? It's a simple case
5 from your standpoint, but it seems to me the grand
6 conspiracy defense is going to end up making this
7 quite a case in itself.

8 ATTORNEY PFAEHLER: And I actually
9 think it might not, Your Honor. Mr. Cicoski acted
10 with actual, as well as apparent, authority. The only
11 issues that can be brought in here from their great
12 global conspiracy are whether Global Capital and
13 Dustin somehow touched on -- were themselves involved
14 in the conspiracy. There is no evidence of that.
15 Absolutely nothing.

16 And if they want to come in and they
17 want to show that evidence, that's a separate set of
18 issues, Your Honor. We don't need to get into the
19 conspiracy about what happened in 2020 and some other
20 contract with some of other people under some other
21 theory.

22 And we're the bolt-on in Illinois.
23 We're in Illinois, frankly, because Thane Ritchie
24 wants to hang up the property in the islands and

1 because Thane Ritchie wants to put our client in a
2 very difficult situation, in terms of raising money
3 and his investors and everything else, to try to put
4 pressure on us.

5 We shouldn't be in that Illinois case
6 at all. And how are they connecting us to Illinois?
7 By saying that Mr. Brownell -- they actually said in
8 the Illinois complaint -- and this is completely
9 lacking in any good-faith basis, in fact, and may be
10 the subject of correspondence about that in
11 Illinois -- actually said that Mr. Brownell controls
12 our client.

13 He's got no ownership interest. He
14 never has. He has nothing to do with it. It is a
15 complete charade.

16 Where, look at the papers filed here.
17 We get all these allegations. Where is the evidence?
18 They point back to an unverified complaint in
19 Illinois, which, I guess speaks for itself in many
20 ways.

21 Your Honor, I'm not sure if you wanted
22 me to address any other points on the stay, because as
23 with Mr. Kittila, I'm well aware that you've read the
24 briefs.

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1 THE COURT: You should use your time
2 as you think fit. If there are other things that you
3 want to stress, feel free.

4 ATTORNEY PFAEHLER: Yes. I'd just
5 make a couple quick points on what we've talked about,
6 that nothing has been litigated in Illinois. We've
7 talked about the global conspiracy theory. I think we
8 need to, particularly on a motion to dismiss, look at
9 here, assess whether their global conspiracy theory,
10 as well as being without any evidence, actually is
11 implausible or has any surface plausibility to it.

12 We've heard a lot about the redomicile
13 of our client. The inference to draw is obviously
14 that it's the same company. And we've also heard,
15 have an allegation that the redomicile was achieved to
16 avoid service in the Illinois case that, again, comes
17 with no evidence and is nothing but a reckless
18 allegation.

19 On the breach of contract, motion to
20 dismiss breach of contract, the defamation, the two
21 tortious interferences, we'll rest on the brief.

22 THE COURT: Talk to me about the
23 defamation. We honestly don't usually deal with
24 those; it's usually a jury trial issue in Superior

1 Court. And, you know, I'm the *Organovo* guy. We don't
2 do anti-speech injunctions typically.

3 So that was one that jumped out at me
4 as a place where you might be in the wrong court
5 asking for the wrong thing.

6 So talk to me a little bit about the
7 defamation count.

8 ATTORNEY PFAEHLER: Yeah, the
9 defamation count, we would agree that there -- you
10 know, you can't give an injunction against libel under
11 the case just mentioned, but we think we've more than
12 pled defamation itself. The key cases imply
13 defamatory character of the communication, and we've
14 got that. Publication, we've got that. Communication
15 plainly refers to our client. A third party would
16 understand that the communication is defamatory in
17 nature. And injury.

18 So the letters sent by Green Sapphire
19 to the president of the Collectivité of St. Barts and
20 the architect accuse Global Capital of criminal fraud,
21 and false accusations of criminal conduct are
22 defamation *per se*.

23 As to publication and communication,
24 Green Sapphire's transmittal of the letters and the

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1 letters by their terms -- they transmitted the
2 letters; that's publication. The letters, by their
3 terms, address us by name.

4 Any third party would understand the
5 defamatory nature. And we've pled injury by
6 specifically alleging that the letters impeded
7 renovation of Villa Mona, delayed its costs [sic],
8 have cost us significant sums. And in any event,
9 where you have defamation *per se*, injury is presumed.

10 THE COURT: So --

11 ATTORNEY PFAEHLER: We have no
12 protection of the litigation privilege here, Your
13 Honor. The letters were not submissions. In the case
14 Green Sapphire initiated in Guadeloupe, they were a
15 letter to the prosecutor asking him to prosecute us,
16 which they then shared with other people. We would
17 submit that *Barker v. Wang* is controlling there.
18 These are statements made outside of judicial
19 proceedings.

20 THE COURT: So what about the
21 choice-of-law issue that Mr. Kittila raises? I mean,
22 there is an imperial march of Delaware law across the
23 world, but why isn't the choice-of-law function for
24 the defamation claim and the tortious interference,

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1 the two versions, why isn't that unlikely to be
2 Delaware law, given a most significant contacts
3 analysis?

4 ATTORNEY PFAEHLER: I believe we would
5 be able to apply Delaware law under the contacts
6 analysis, Your Honor. We're defaming what was then or
7 has been a Delaware company, about contracts
8 controlled by Delaware law, controlled by a Delaware
9 forum selection clause. The loan settlement agreement
10 says controlled by Delaware choice of law.

11 So we have that election made by the
12 parties here. And, you know, certainly, this Court
13 can apply, if appropriate, French defamation law.
14 It's not hard to establish that.

15 THE COURT: I honestly dread that; I
16 really will tell you that. Because what happens in
17 these foreign law cases -- and this will not be the
18 first time I've done them, I've done a few -- is you
19 get these competing experts who are extremely well
20 qualified, and both sides come in and, just as your
21 typical experts on other things, they reach
22 dramatically different conclusions about what the
23 actual law says.

24 And it is very difficult, when you've

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1 got Professor X over here with all his credentials
2 saying defamation law in Guadeloupe or St. Barts, or
3 wherever, has these elements, and then you've got
4 former judge from St. Barts who is saying the exact
5 opposite. It ends up being not easy.

6 ATTORNEY PFAEHLER: Yes. I think the
7 difficulty would be the same for Judge Ness in
8 Illinois if French law is to be applied. But we would
9 submit, again, under conflicts of law and the election
10 of the parties that the defamation law of Delaware
11 should be applied.

12 Your Honor, I will rest on the briefs
13 unless you have any other questions for me.

14 THE COURT: I don't.

15 ATTORNEY PFAEHLER: Thank you.

16 THE COURT: Reply?

17 ATTORNEY KITTLA: Your Honor, I come
18 back to a few points.

19 They've lobbed in a lot of
20 information. They've put in a lot of documents. It
21 was thrown in very quickly. That's just -- it's not
22 evidence right now. It's not evidence that's
23 admissible in this court. There will be an
24 opportunity for us to sit down and actually have some

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1 depositions with people and ask them about it and
2 really probe that.

3 I've been enjoying recently teaching
4 over at Rutgers Law School, and one of the things I
5 knew was that I didn't understand the rules of
6 evidence until you actually sit down and you're trying
7 to explain it to somebody else.

8 And I will tell you that this is
9 absolute hearsay. The documents that are coming in
10 here right now, these are not business records.
11 There's challenges here that we can look at all these
12 things. And I think that that's very, very important.

13 I would also say the statements
14 regarding Mr. Ritchie and the lawyers involved, I -- I
15 just don't -- I don't think that's right. I think
16 Your Honor -- Your Honor has been on the bench for a
17 number of years, and I think you can take it for what
18 it's worth.

19 So I do think that if our friends want
20 to allege defamation, if they want to bring a
21 defamation claim and they make the choice that they
22 think that this is something that Judge Ness should
23 hear in Chicago, then let them go out to Chicago and
24 make that. That's a claim that they can make as a

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1 counterclaim with respect to the complaint that we
2 have filed out there. This is not a bolt-on. This is
3 all a part of the story and everything.

4 Your Honor, I'd also just note
5 something, and this has been in the back of my mind
6 throughout. And that is, your statements regarding
7 the prior -- the prior restraint, the defamation, that
8 being something that's typically not heard in this
9 court.

10 It was something I was reading last
11 night, page 1 of their answering brief on the motion
12 to dismiss. "This is a contract case for breach of a
13 loan settlement agreement between Global Capital"

14 I'm beginning to struggle where it is
15 this equitable hook might be.

16 THE COURT: That was my first reaction
17 as well. Not only that, but the forum selection
18 clause quite happily calls up Delaware Superior Court.

19 ATTORNEY KITTLA: It does.

20 THE COURT: -- rather than this court.
21 So I was wondering. But they've asked for an
22 injunction, at least, so ...

23 ATTORNEY KITTLA: They did ask for an
24 injunction. So it's why I didn't lead out a brief

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1 saying lack of jurisdiction on here. And, you know,
2 look, I'm glad to be in front of Your Honor and
3 everything on these things, too, but this really is a
4 breach of contract case. And guess what? Just take
5 it up in Chicago.

6 If you have French defamation claims,
7 I'm sure there's a French court down there in
8 Guadeloupe that would be more than happy to hear this.

9 So on that, Your Honor, I rest.

10 THE COURT: Okay. So let's take 15
11 minutes. I've been thinking about this motion to
12 dismiss, and I want to think about it a little bit
13 more and then give you an answer, since if I dismiss
14 this thing then the rest of the morning is moot.

15 Let's stand in recess, we'll come back
16 at quarter of.

17 (Court in recess, 11:31 to 11:44 a.m.)

18 THE COURT: Welcome back, everyone.
19 Please take your seats.

20 I'm going to give you a ruling on the
21 motion to dismiss now. We have a complaint here that
22 has four counts. There's a basic claim for breach of
23 contract. There's also a claim for defamation, a
24 claim for tortious interference with contract, and

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1 then, last, tortious interference with business
2 expectancy.

3 In terms of the motion to dismiss or
4 stay, I am denying that motion as to the breach of
5 contract claim. I think the forum selection clause is
6 presumptively valid. I don't think the fraud defense
7 defeats it, or at least it's not sufficiently strong
8 at this stage for me to ignore the forum selection
9 clause.

10 Nobody cited this line of authority,
11 but I'm aware of it from other cases. You actually
12 have to have fraud not only in terms of the underlying
13 agreement, but also in terms of the forum selection
14 clause itself.

15 Now, here, we're dealing with what
16 might be called fraud *in factum*, where the allegations
17 of fraud are much more significant. They go to the
18 proper execution of the contract rather than whether
19 someone was induced by fraud to enter into the
20 contract.

21 Regardless, I'm dealing with a set of
22 agreements that at least looks, walks, and talks like
23 a set of real agreements, and it has a Delaware forum
24 selection clause in it. So I'm going to deny the

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1 motion as to the breach of contract claim.

2 I'm going to dismiss the other claims
3 on the basis of *forum non conveniens*. I agree with
4 the defendants that the defamation claim, the tortious
5 interference with contract claim, and the tortious
6 interference with business expectancy claim are issues
7 that should be tried in the Caribbean, either St Barts
8 or wherever these things may have happened. I don't
9 think that these issues are sufficiently connected to
10 the loan for the forum selection clause and the loan
11 document to encompass them.

12 I understand that the forum selection
13 clause extends to claims that are not only under the
14 contract but arise directly or indirectly out of the
15 contract. But that provision has to have some limits.
16 The use of that provision to cover the defamation,
17 tortious interference with contract, and tortious
18 interference with business expectancy claims recalls
19 the story in which the kingdom was lost for want of a
20 horseshoe nail.

21 The key act that leads to defamation
22 is something that is distinct and separate in a lot of
23 ways from the underlying loan agreement. And I
24 strongly believe that that is not going to be governed

1 by Delaware or even U.S. law.

2 The tortious interference with
3 contract is a claim that doesn't even deal with the
4 loan contract. It deals with a contract with an
5 architect. And that, I think, is a distinct issue
6 from the loan and is likely governed by whatever law
7 is in the architect's contracts or, by default, I
8 suspect that the place of contracting was indeed the
9 Caribbean.

10 And then, finally, the tortious
11 interference with business expectancy. This is also a
12 separate issue. It's the idea that the lender became
13 the owner of the property and then had a buyer lined
14 up. But again, once they become the owner of the
15 property, as I see it, the role of the loan agreement
16 is effectively done.

17 This idea of having lost a buyer is
18 another sufficiently distinct occurrence that it
19 should be addressed in the Caribbean, under Caribbean
20 law. I very much doubt that you could convince me
21 that tortious interference with a potential buyer in
22 the Caribbean would be governed by Delaware law by
23 virtue of the antecedent set of loan agreements by
24 which the lender acquired the property. I think it's

1 just too tangential.

2 That's what I'm doing on the
3 defamation and the two tortious interference counts.
4 I leave it to the plaintiffs whether they want to file
5 those counts somewhere else, but Delaware isn't going
6 to be the place for them, at least under my ruling.

7 With that, why don't we move forward
8 with the motion for a status quo order.

9 ATTORNEY TRAINER: Thank you, Your
10 Honor.

11 At the outset of its opposition, Your
12 Honor, on our motion to expedite, defendant refers to
13 that motion -- it's in bold, it's italics -- as
14 "utterly baseless." And in footnote 1 they make the
15 claim that the motion to expedite arises out of no
16 change in the case's posture is troubling.

17 What is troubling is this statement --
18 it's categorically false. And they're aware of that.

19 What has changed, and which the
20 defendant was completely aware, is that on October 1
21 of this year, Green Sapphire filed in the commercial
22 registry of Basse-Terre recorded minutes of an
23 extraordinary meeting of Access Management, Inc.
24 whereby it changed its name to Vue Mer Signature

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1 Holdings. And this is Exhibit 27A to our motion for
2 status quo order.

3 And Global Capital only became aware
4 of this filing on December 11, when Green Sapphire
5 filed -- and Your Honor mentioned this earlier -- in
6 the Mixed Commercial Court of Basse-Terre a request to
7 voluntarily dismiss the French civil complaint without
8 prejudice.

9 And the basis for that request for
10 dismissal was the claim that the name change had
11 allowed it "to take over management of [] Company
12 Access Management ... before the ownership of [] two
13 assets in Saint-Barthelemy was fraudulently
14 apprehended."

15 So that's one change that has
16 occurred, and that's at page 13 of Exhibit 26A to our
17 motion for status quo order.

18 Second change. Nine days later,
19 December 20 of last year, Global Capital filed in the
20 Court of Appeals in St. Barts, so plaintiffs here
21 filed in the court of appeals in St. Barts an
22 application to have a temporary mortgage -- and that
23 would have had the same effect as a *lis pendens*
24 here -- placed on the St. Barts properties. And that

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1 application was denied on January 8 of this year due
2 to the court of appeals finding it did not have
3 jurisdiction because Green Sapphire and Global Capital
4 had agreed to jurisdiction in Delaware.

5 And, Your Honor, you made a comment
6 just before we broke that I just wanted to be sure we
7 were on the same page; that the forum selection
8 provision says that the borrower has to bring an
9 action in the Superior Court or the federal court.

10 The lender can bring it anywhere that has
11 jurisdiction. So ...

12 THE COURT: I follow you. And I
13 thought there was also language in there about other
14 courts that may have jurisdiction and Superior Court
15 doesn't have jurisdiction over injunctions.

16 ATTORNEY TRAINER: Right. And that
17 would be a problem, I think, if they had brought an
18 action in this court. But that's Exhibit 28A to our
19 motion for status quo order.

20 And the French court just got that
21 wrong. They just misread it. And Global Capital
22 appealed the finding of the court of appeals down
23 there last week.

24 So, again, to claim that nothing has

1 changed since the filing of our complaint in August is
2 just -- it's wrong. And this sequence of events that
3 I've just laid out shows that Global Capital has acted
4 promptly in response to the actions of Green Sapphire.

5 Now, irreparable harm. Page 9 of its
6 opposition to the motion for status quo order, the
7 defendant states, and I quote, "Because the Illinois
8 Action has been pending for almost a year and this
9 action for five months, Plaintiffs' delay in seeking a
10 status quo order demonstrates that there is no
11 legitimate threat of imminent harm."

12 Well, as we just heard, Global Capital
13 did not enter its appearance in the Illinois action
14 till October 15. They've amended the complaint three
15 times. Really, nothing has happened, and so it's not
16 as though the Illinois action has been flying along
17 and Global Capital somehow delayed in that action or
18 this one here.

19 Now, defendants further claim that
20 we've failed to establish irreparable harm because we
21 can't be harmed inasmuch as we purportedly have no
22 cognizable interest in the properties, we can't lose
23 what we never had; and, two, we've failed to establish
24 the sale of the St. Barts property is imminent.

1 The first of these is classic begging
2 the question. It assumes its conclusion. It's
3 circular. The whole issue in this case is Global
4 Capital's interest in the properties.

5 The second proposition there is one of
6 those self-proving things. If the properties aren't
7 going to be sold, why is Mr. Kittila not standing up
8 here and saying what's the problem, we're not going to
9 sell the properties. We commit not to sell the
10 properties.

11 But they're not doing that. As a
12 matter of fact, they're doing quite the contrary.

13 At page 15, in the opposition to the
14 status quo motion, in arguing that the status quo
15 order would be inequitable, and defendant complains:
16 "Under the proposed status quo order [], Green
17 Sapphire would be unable to '[e]ncumber, sell,
18 transfer, or convey' the St. Barts Propert[y]. That
19 would be an equitable result resulting from what would
20 essentially be a claim for money damages."

21 So defendant wants to be able to sell
22 the St. Barts properties.

23 Now, as far as likelihood of success
24 on the merits, defendant argues at page 12 of its

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1 opposition that we've failed to establish that element
2 because "there is no valid, enforceable agreement
3 existing between the parties. The agreements that
4 Global Capital seeks to enforce were procured by fraud
5 perpetrated by Brownell and Cicoski."

6 Again, classic begging the question.
7 You're not going to succeed on the merits because
8 you're not going to succeed on the merits.

9 Global Capital provided Your Honor
10 with numerous supporting documents and declarations
11 from people actually involved. I think Your Honor's
12 comment was it walks like a contract, or it -- these
13 are facially valid agreements.

14 In response, we've seen zero
15 affidavits or declarations, and only references to an
16 unverified complaint in Illinois that is apparently in
17 the process of being amended for the third time.

18 But that complaint is significant for
19 what it does not say. Here at page 12 of its
20 opposition, the defendant is telling Your Honor that,
21 I quote, "The agreements that Global Capital seeks to
22 enforce were procured by fraud perpetrated by Brownell
23 and Cicoski." But in Illinois, Cicoski isn't even a
24 named defendant. And he's not accused of fraud. They

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1 just claim he was acting *ultra vires*.

2 And that's Exhibit 1 to their opening
3 brief in support of the motion to dismiss, at
4 paragraph 129.

5 And the Illinois complaint doesn't
6 allege fraud on the part of Global Capital. All it
7 seeks is a declaratory judgment that the loan
8 agreement and the settlement agreement are not valid.
9 And that's at paragraphs 290 to 298.

10 Still, at page 12 of its opposition
11 here, this court, defendant goes further. Without
12 citation to anything, the defendant just baldly states
13 that we cannot succeed on the merits because "Cicoski
14 did not have even apparent authority, he could not
15 bind Green Sapphire"

16 Morris Nichols might be interested in
17 that, since Exhibit B to our complaint is a
18 three-page letter opinion from July of last year
19 saying precisely that Mr. Cicoski has authority to
20 enter into both the loan agreement and the settlement
21 agreement. Even accepting the allegations in the
22 Illinois complaint, at worst Global Capital is an
23 innocent third-party purchaser for value.

24 So against numerous loan agreements,

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1 UCC financing statements, email payment instructions,
2 wire transfer confirmations, sworn statements, legal
3 opinions, what do we have? Nothing. Global Capital
4 has established a clear right to the security for
5 which it bargained.

6 A similar result obtains with its
7 claim for tortious interference, but I don't think
8 that's before Your Honor any longer so I'll spare you
9 that.

10 THE COURT: Skip over that one.

11 ATTORNEY TRAINER: Yeah.

12 THE COURT: So let me ask you this,
13 Mr. Trainer. It may cut to the chase a little bit.

14 Assume that I'm tentatively with you
15 that there ought to be some type of injunction against
16 sale. It seems to me like that is necessary to
17 preserve the status quo.

18 What I'm envisioning is issues about
19 who maintains the property and in what way, while we
20 take however long it takes us here to figure out the
21 loan issue and whether you guys win or not.

22 What are your reactions to that? The
23 last thing I think anybody wants -- and I looked at
24 the pictures of the property. Nobody wants this asset

1 to deteriorate. But what about those type of
2 operational dimensions?

3 ATTORNEY TRAINER: Your Honor, I had a
4 string -- I don't know why I had a string of status
5 quo actions in front of Vice Chancellor Slight.
6 And --

7 THE COURT: He must have been
8 thrilled.

9 ATTORNEY TRAINER: I'm sorry?

10 THE COURT: He must have been
11 thrilled.

12 ATTORNEY TRAINER: I've never seen him
13 so excited.

14 But he hit me twice with what he
15 claimed was a comment of yours, so I'll toss it back.

16 THE COURT: Yeah.

17 ATTORNEY TRAINER: Who holds the keys.
18 In a status quo situation, who holds the keys.

19 THE COURT: That is my question, yes.

20 ATTORNEY TRAINER: Okay. You're
21 owning the statement. I'm glad I didn't misquote you.

22 But in this case, Your Honor, it's my
23 understanding that Green Sapphire currently holds the
24 keys. They locked us out. And it's a very legitimate

1 concern.

2 If the parties could come to some
3 agreement, which doesn't seem likely, as to
4 maintenance -- you know, my client would be happy to
5 maintain the property. But in order to do that, we
6 need the keys. And so I would ask that, you know,
7 perhaps an order could be crafted where there would be
8 no further improvements on the property until we were
9 able to reach a trial, something along those lines.

10 But if we're the one who don't hold
11 the keys, we need the keys.

12 THE COURT: Thank you.

13 ATTORNEY TRAINER: Balance of the
14 equities, Your Honor. Defendants make the same
15 circular argument: The equities supposedly favor them
16 because the loan documents were procured by fraud. In
17 other words, the equities favor them because they're
18 right and we're wrong.

19 That proposition aside, I don't
20 think -- I do think we need to step back and look at
21 the alleged massive fraud that defendant relies so
22 much on. If Global Capital and Mr. Springett are
23 involved in the fraud, they're pretty stupid
24 fraudsters. I mean, they let \$11 million go out the

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1 door and end up without the money and, if defendant is
2 to be believed, without the security. And that's -- I
3 don't have personal experience with the fraud, but
4 that's not the way fraud is supposed to work.

5 To paraphrase George Patton, the trick
6 is to make the -- not for you to lose your money; it's
7 for the other guy to lose his money.

8 Isn't it much more likely, given that
9 scenario, that Global Capital and Mr. Springett are
10 the victims here?

11 And the defendant knows this. In
12 their opening brief in support of their motion to
13 dismiss, they state, at pages 8 to 9, "Another
14 co-conspirator and defendant in the Illinois Action is
15 Dustin Springett [], a person who Plaintiffs allege is
16 Global Capital's 'principal.'"

17 But Springett isn't a defendant. It's
18 like Cicoski. He's not a defendant in the Illinois
19 action. And, again, that's Exhibit 1 to their opening
20 brief in support of motion to dismiss.

21 And while he is mentioned several
22 times in the Illinois complaint, he's not named in any
23 of the counts, listed in the caption, or described as
24 a defendant.

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1 And while Global Capital is a
2 defendant in the Illinois complaint, it doesn't allege
3 fraud on the part of Global Capital. All it seeks --
4 I said this before -- is declaratory judgment
5 regarding the loan agreement and the settlement
6 agreement.

7 Green Sapphire certainly knows that it
8 does not have claims against Global Capital,
9 Springett, or even Cicoski. So coming before this
10 Court saying the equities favor Green Sapphire because
11 the plaintiffs here defraud them really gets them
12 nowhere.

13 We have a plaintiff who loaned
14 \$11 million to Green Sapphire at the direction of
15 Green Sapphire's agents, and documentary evidence
16 alone establishes that. We have documents
17 memorializing the terms of that loan, again, executed
18 by defendant's agent. And the defendant has now taken
19 concerted steps to exercise control over the
20 collateral for that loan.

21 In light of all of this, the equities
22 really compel that the status be frozen until such
23 time as it can all be sorted out. Green Sapphire will
24 suffer no prejudice. The properties won't go

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1 anywhere; their value will not waste.

2 The mandatory injunction request, Your
3 Honor. Defendant correctly points out that we're
4 seeking extraordinary relief, the mandatory
5 injunction. They are wrong that it equates to the
6 final relief sought in this action. What we're asking
7 for is what we sought in the court of appeals of St.
8 Bart when they sent us here. And we were told to come
9 here.

10 And what we seek -- and there was,
11 namely, a lien upon the St. Barts properties pending a
12 final determination of the merits of this action.
13 That is a lien that can be easily removed and is far
14 short of the rights we seek to enforce under the
15 settlement agreement.

16 Green Sapphire argues that Your Honor
17 can't order that because you don't have jurisdiction
18 over the real property or its claimed owner, Access
19 Management.

20 Your Honor, you do have jurisdiction
21 over Green Sapphire, and I've been told in this court
22 before that there's no belief in misbehaved children,
23 that as the parent -- that you can order the parent to
24 instruct the child to behave and it will behave. So

1 you have that power here, Your Honor.

2 And we're fully aware that mandatory
3 injunction is a big ask at this stage. But it is
4 appropriate where the applicant "clearly establishes
5 the legal right he seeks to protect or the duty he
6 seeks to enforce." That's Vice Chancellor Noble in
7 the *AM General* case.

8 Global Capital has clearly established
9 its right here. Again, we provided Your Honor with
10 loan agreements, UCC financing statements, even the
11 email payment instructions, the receipt for the
12 transfer of the money. And this is one of those rare
13 cases where preliminary mandatory injunctive relief in
14 aid of the status quo is warranted.

15 So, Your Honor, what we seek as far as
16 the mandatory injunction is Global Capital's
17 cooperation in placing what in effect up here would be
18 a *lis pendens* on the property and also a lien on the
19 shares of Access Management so they cannot sweep that
20 out from under us.

21 What we seek as far as the status quo
22 order is that the property not be sold or conveyed, or
23 whatever, until such time as Your Honor can finally
24 rule on the relative rights of the parties in a trial.

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1 THE COURT: Why do you need both
2 the -- let's just call it a *lis pendens*. Why do you
3 need both the *lis pendens* and the no-sale injunction?
4 Why aren't those functional substitutes, where I
5 should only give you one or the other?

6 ATTORNEY TRAINER: Your Honor, because
7 there's -- and I'm well aware of the law, or the
8 rulings in this court that said, you know, absent some
9 indication to the contrary, the Court assumes that
10 parties will abide by its orders.

11 And in light of what has been alleged
12 out in Illinois, Global Capital has little faith that
13 Your Honor's order will necessarily be obeyed, and we
14 will be chasing title to the property down in St.
15 Bart. So that's why -- I realize it could arguably be
16 duplicative, but that's where the concern arises from.

17 THE COURT: Are you still seeking some
18 type of anti-suit relief, or no?

19 ATTORNEY TRAINER: I don't think
20 that's necessary now, Your Honor. Assuming things
21 play out as they seem to be down there, they've asked
22 to dismiss. They say, you know, the name change is
23 taking care of their concerns. So I don't see a
24 problem or a need for that at this point.

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1 THE COURT: And it sounds like you're
2 moving on the basis of the forum selection clause in
3 Illinois. So --

4 ATTORNEY TRAINER: Correct.

5 THE COURT: -- you don't feel like you
6 need anything from me on that either?

7 ATTORNEY TRAINER: Correct, Your
8 Honor.

9 THE COURT: All right. What else do
10 you want to tell me?

11 ATTORNEY TRAINER: Just expedition.
12 Obviously, many of the -- frankly, the same elements
13 at a different level apply for the status quo order.
14 The need for expedition is really addressed at
15 paragraphs 14 to 15 of Mr. Zingerle's declaration,
16 he's the architect, as well as paragraphs 15 to 16 of
17 Mr. Springett's declaration. And that's the concern
18 that we will lose the building permit.

19 And the property is located, I think
20 it's got a green area in St. Barts where these things,
21 it's just not a matter of reapplying. And if we lose
22 it -- and we've been told we're at risk of losing
23 it -- a great value of the property will be lost. So
24 that's another basis for --

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1 THE COURT: Remind me of the time
2 frame for the risk of loss of the building permit.

3 ATTORNEY TRAINER: They have not given
4 us a definitive. They told us unless progress is made
5 on the construction, we will lose the permit.

6 THE COURT: What is your proposed
7 timeline for a final hearing?

8 ATTORNEY TRAINER: We were thinking
9 two months, Your Honor.

10 THE COURT: And do you see this being,
11 I assume a trial, but a trial of what length?

12 ATTORNEY TRAINER: Two days, Your
13 Honor.

14 THE COURT: Two days. All right.
15 Anything else?

16 ATTORNEY TRAINER: That's all, Your
17 Honor. Thank you very much.

18 THE COURT: Thank you.

19 ATTORNEY KITTLA: Thank you, Your
20 Honor. May it please the Court.

21 Your Honor, I am deeply concerned with
22 entry of a status quo order as suggested by counsel.
23 From what he is describing, this is purely an
24 attachment. He is pursuing a breach of contract claim

1 in this court. And I understand we're sort of beyond
2 the stage of looking and trying to hide it as a
3 specific performance or anything like that; we're in a
4 breach of contract world, where they're arguing now
5 that they have a right to basically attach assets that
6 they're concerned about, they're saying that they do
7 not have control over, but they're trying to do a
8 prejudgment attachment of assets.

9 This court has always in the past
10 ruled -- well, not always. There's never an always
11 anywhere. But it has ruled quite frequently that
12 where money damages can make a party whole, that is
13 not irreparable harm.

14 And that is deeply concerning to me,
15 because now we have gotten to the point that it's not
16 just I'm going to tie up your ability to sell the
17 property or transfer the property. That's not
18 something that we've discussed, but nevertheless it is
19 a cloud on title, so to speak. And now it's turned
20 into, well, Your Honor, maybe we should have the keys
21 to this property so that we can go in there and make
22 sure that things happen in a certain way.

23 Your Honor, I'm in favor of expediting
24 this case. We can move this case very quickly, and

1 I'm always pleased to do that. But putting a
2 prejudgment attachment interest on this thing by
3 virtue of a, quote, unquote, status quo, or even
4 trying to somehow sort of frame this as this is not
5 really a mandatory injunction because everybody agrees
6 what happened here, that's just not the case.

7 So I'm in favor of moving this case
8 fast, but the status quo that they're suggesting is
9 just outside of the norm.

10 In some ways, I look at this, and I've
11 had so many cases where I've had people that I said --
12 I'd love to be able just to hold them up, whether it
13 is a pool of money that's there -- and I'm thinking
14 back, Your Honor, to the *Mobilactive* case.

15 There was a case that was in front of
16 Judge Parsons, and we moved for the status quo, or
17 basically it was a form of please hold the funds for a
18 merger that was going to be taking place, please hold
19 them. And I remember Vice Chancellor Parsons coming
20 back at me and saying that's half-baked under
21 Chancery.

22 Your Honor's position was very, very
23 strong. I --

24 What's the name of that case, Jay?

1 ATTORNEY McMILLAN: The Vice
2 Chancellor --

3 ATTORNEY KITTILA: No, no, no. I'm
4 just trying to think of Your Honor's case that you had
5 in December where you basically ruled on this being
6 prejudgment attachment, and that's just not a Chancery
7 practice.

8 So I'm in favor of expediting.

9 With respect to who has the keys, we
10 have the keys. I always think about Your Honor's
11 statement that -- and I use this so often with
12 clients -- who has the keys to the men's room before
13 the change occurs. These are in 225 cases and
14 everything. I think about that quite often.

15 Your Honor, this is a case where we
16 clearly have the keys. And literally we have the keys
17 that unlock the front door of the place. So there
18 should be no change along those lines.

19 So I'm in favor of expediting, as far
20 as it goes. If Your Honor thinks two months, if this
21 is something we can do, that's fine.

22 THE COURT: I want to know what you
23 think. Because to the extent this goes forward,
24 you're the one who is going to have more to prove,

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1 right. Their case is basically, here's the
2 documents --

3 ATTORNEY KITTILA: Yeah.

4 THE COURT: -- we've got these rights,
5 thanks a lot.

6 ATTORNEY KITTILA: Yeah.

7 THE COURT: You're the one who's -- so
8 you're okay with two months?

9 ATTORNEY KITTILA: I'm not really. I
10 mean, I'm just -- I'm trying to -- what I'm trying to
11 do is work with my colleague here. And I understand.

12 I think -- I think we're going to
13 be -- I'm going to be pulling out what little hair I
14 have left to get this thing done. And believe it or
15 not, in our shop this week alone there have been four
16 motions to expedite. I think my colleague is
17 appearing in front of you tomorrow, actually, on
18 another one of them.

19 So there's a lot going on on these
20 cases right now. So I think if we can go a little bit
21 more time, that's fine. But what I'm trying to do is
22 a trade-off where somebody puts -- you know, says, oh,
23 these guys are going to sell.

24 They're not going to sell something in

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1 60 days here. That's just not going to happen. So
2 I'm trying to do a trade-off on that front.

3 THE COURT: And is two days good in
4 your world?

5 ATTORNEY KITTILA: I think two days is
6 great.

7 THE COURT: All right. Thank you.

8 I don't know what the rate is right
9 now, but the last time I talked to Chancellor
10 McCormick about this, 40 percent of filings in
11 Chancery are accompanied by a motion to expedite.

12 ATTORNEY KITTILA: That's a lot.

13 ATTORNEY TRAINER: I think I'm doing
14 better than that, Your Honor. I'll just say that.

15 THE COURT: Well, which way is better?

16 ATTORNEY TRAINER: Yeah. I realize
17 motions to expedite are not favored. I try to avoid
18 them whenever.

19 But Mr. Kittila and I have something
20 in common, and that's people calling us up all the
21 time, especially in California, saying, listen, if we
22 don't do something right away, the funds are going to
23 disappear. Can you attach; because the prejudgment
24 attachment is available in California.

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1 This is not prejudgment attachment.

2 It's -- *HEM Research* was the case that he was

3 referring to.

4 ATTORNEY KITTLA: Thank you.

5 ATTORNEY TRAINER: Yeah, *HEM Research*,

6 yeah.

7 No, we are not saying freeze some

8 large pool of assets. So when we succeed in a

9 judgment, we will have something to collect that

10 judgment. And the Supreme Court said in *HEM* you can't

11 get injunctive relief in aid of what is ultimately a

12 legal claim.

13 And two points to that. First, this

14 ultimately is not a legal claim. It's not money

15 damages. It involves real property. So that's one

16 distinction.

17 The second distinction is what we are

18 doing is enforcing a security interest that was

19 already established. So it's not prejudgment

20 attachment.

21 So that's -- I wanted to make that

22 point. Unless Your Honor has other questions, you

23 know, we're obviously -- Mr. Kittila and I have known

24 each other for a long time, so we, I think, are able

1 to work together. And if for some reason he does not
2 see it being able to be done in two months, we could
3 go a bit longer.

4 But we really need this -- well, we
5 need it very quickly if there's no status quo order.
6 The status quo order, we'd have -- we'd have a bit
7 more comfort, because then I think really what is at
8 risk is the --

9 THE COURT: All right. Well, thank
10 you both. I appreciate it. I'm going to go ahead and
11 give you a ruling now.

12 I'm going to grant both the motion to
13 expedite and the motion for status quo order.

14 I share counsel's view regarding the
15 availability of prejudgment attachment. Here,
16 however, we're dealing with two unique properties.
17 There's security interests that are perfected in those
18 properties, at least according to the plaintiff, and
19 one of the forms of relief here could be specific
20 performance. I think this is a situation where those
21 considerations prevail over the reluctance or, indeed,
22 general refusals to order prejudgment attachment.

23 The injunction that I'm going to enter
24 provides that neither side can sell either the

1 properties themselves or the shares of Access
2 Management.

3 I will also provide in the order that
4 the party in control of the property can't allow the
5 property to deteriorate, can't allow the property to
6 waste away; but at the same time cannot engage in any
7 major development or things that would change the
8 nature of the property.

9 Right now, those RESTRICTIONS are
10 going to apply to Green Sapphire. But the order WILL
11 say that Green Sapphire can shift those obligations by
12 returning control to Global Capital. I will also
13 provide that the injunction will lift if Green
14 Sapphire agrees to what we've been calling a *lis*
15 *pendens*, but the type of lien that Global Capital has
16 asked for.

17 I'm granting this relief because I
18 think the claim under the loan agreement is quite
19 strong, at least based on the facial nature of the
20 documents. I understand the fraud defense that
21 Mr. Kittila has ably argued, but for purposes of a
22 form of injunctive relief, I think that the claim is
23 sufficiently strong to warrant it. For the same
24 reasons that I am distinguishing the prejudgment

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1 attachment line of cases, I think there is irreparable
2 harm from the potential loss of the property. It's a
3 unique asset.

4 And, finally, in balancing the
5 hardships, the reality is that we've got to get this
6 figured out and we've got to determine who is the
7 proper owner of the property so that they can then
8 move forward with whatever vision they have for its
9 future. I think in terms of balancing the hardships,
10 the status quo order imposes hardships on both sides
11 but, nevertheless, hardships that are necessary, so
12 that we can move forward with the litigation and so
13 that the Court can provide meaningful relief.

14 In terms of the schedule, I'm happy to
15 try to do what the parties have asked for, so we'll
16 have a two-day trial. Why don't we assume that it's
17 going to be 60 to 90 days out.

18 You'll have to contact Ms. Williams.
19 I know that I've got a really packed schedule this
20 spring, but we will try to figure out where we can put
21 you-all. And again, you-all have agreed on 60. I'm
22 thinking 60 to 90. And if it turns out that we need
23 to push you out a little bit more than that, we'll
24 nevertheless figure out a way to fit you in.

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1 I'd like counsel to try to agree in
2 the first instance on a form of order based on what I
3 have said today.

4 For clarity, I've issued the
5 injunction. So even though I haven't scrivened it
6 yet, you-all are bound. Let your clients know. And
7 then hopefully you-all can put your heads together and
8 get me something maybe even by tomorrow, since it
9 seems like a pretty simple order to draft.

10 All right. Anything else that we need
11 to do? Mr. Trainer, first from you.

12 ATTORNEY TRAINER: No. Thank you,
13 Your Honor.

14 THE COURT: Okay.

15 Mr. Kittila?

16 ATTORNEY KITTILA: Nothing further.
17 And the order that you wanted us to draft, is that the
18 injunction order or --

19 THE COURT: Yes.

20 ATTORNEY KITTILA: Okay. That's fine.

21 THE COURT: And I think you ought to
22 put in a scheduling order too.

23 ATTORNEY KITTILA: Yeah.

24 THE COURT: But why don't you talk to

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1 Ms. Williams first about the trial days, because that
2 should affect how you-all plan things out.

3 ATTORNEY KITTILA: Terrific. Thank
4 you.

5 THE COURT: All right. Thank you,
6 everyone, for coming in today.

7 ATTORNEY TRAINER: Thank you, Your
8 Honor.

9 THE COURT: I want to particularly
10 thank those of you who came in from out of town. I
11 hope you have a safe trip back to wherever it is
12 you've come from.

13 We stand in recess.

14 (Court adjourned at 12:21 p.m.)
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CERTIFICATE

I, JULIANNE LaBADIA, Official Court Reporter for the Court of Chancery of the State of Delaware, Registered Diplomate Reporter, Certified Realtime Reporter, and Delaware Notary Public, do hereby certify the foregoing pages numbered 3 through 63, contain a true and correct transcription of the proceedings as stenographically reported by me at the hearing before the Vice Chancellor of the State of Delaware, on the date therein indicated.

IN WITNESS WHEREOF, I have hereunto set my hand at Wilmington this 16th day of February, 2025.

/s/ Julianne LaBadia

Julianne LaBadia
Official Court Reporter
Registered Diplomate Reporter
Certified Realtime Reporter
Delaware Notary Public

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EXHIBIT 9



DENIED

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

GLOBAL CAPITAL PARTNERS LLC
and ACCESS MANAGEMENT, S.A.S.,
INC.,

Plaintiffs,

v.

GREEN SAPPHIRE HOLDINGS INC.,

Defendant.

C.A. No. 2024-0877-JTL

ALPHA CARTA, LTD,

*Third-Party Plaintiff-
Intervenor,*

v.

GREEN SAPPHIRE HOLDINGS INC. and
GLOBAL CAPITAL PARTNERS LLC,

Defendant.

[PROPOSED] ORDER VACATING EXPEDITION ORDER

NOW, THEREFORE, the Court having considered the Defendant Green Sapphire’s Motion To Vacate Order Granting Expedition (the “Motion to Vacate”), and the responses thereto, and for good cause shown,

IT IS HEREBY ORDERED, this ____ day of _____, 2025, as follows:

1. The Motion to Vacate is **GRANTED**;
2. The Court’s Order granting expedition of the above-captioned proceeding is hereby **VACATED**;

3. The Stipulation and Order Governing Case Schedule (Dkt. 32) is
VACATED; and

4. The parties shall meet and confer regarding the scheduling of a trial
date on a non-expedited basis.

SO ORDERED:

Dated: _____

The Honorable J. Travis Laster
Vice Chancellor

This document constitutes a ruling of the court and should be treated as such.

Court: DE Court of Chancery Civil Action

Judge: J Travis Laster

**File & Serve
Transaction ID:** 75993612

Current Date: Apr 23, 2025

Case Number: 2024-0877-JTL

Case Name: CONF Global Capital Partners LLC, et al. vs. Green Sapphire Holdings Inc.

Court Authorizer: J Travis Laster

Court Authorizer

Comments:

The court has reviewed its earlier ruling on expedition, the briefing in connection with that motion, and all of the papers filed with the pending motion to vacate. The defendants and intervenor have not shown good cause to vacate the schedule or for the court to reconsider its ruling under McWane. The building permit did not play the major role in the court's decision that the defendants claim. The court is also not prepared to rule at this stage on the validity of the building permit. The motion is therefore DENIED.

/s/ Judge J Travis Laster

EXHIBIT 10



Nous sommes là pour vous aider

N° 11527*03



Attestation de témoin

(Articles 200 à 203 du code de procédure civile, article 441-7 du code pénal)

Votre identité :

☐ Madame

☒ Monsieur

Votre nom de famille (nom de naissance) : Vail

Votre nom d'usage (exemple : nom d'époux / d'épouse) : _____

Vos prénoms : Garrett Murphy

Vos date et lieu de naissance : 13/09/1957

à Concord, New Hampshire, Les Etat Anis

Votre profession : attorney

Votre adresse : 294 Park Street, apartment 5

Complément d'adresse : _____

Code postal 01236 Commune : Housatonic, Massachusetts

Pays : Les Etat Anis

Lien de parenté, d'alliance, de subordination, de collaboration ou de communauté d'intérêts avec les parties : Oui ☒ non ☐

Si oui, précisez lequel : Je suis directeur de la partie plaignante, laquelle est économiquement liée à Access Management SAS

Sachant que l'attestation sera utilisée en justice et connaissance prise des dispositions de l'article 441-7 du code pénal réprimant l'établissement d'attestation faisant état de faits matériellement inexacts ci-après rappelés :

« Est puni d'un an d'emprisonnement et de 15000 euros d'amende le fait d'établir une attestation ou un certificat faisant état de faits matériellement inexacts ».

(cette phrase doit être écrite, ci-dessous, entièrement de votre main) :

Est Puni d'un an d'emprisonnement et de 15000 euros d'amende le fait d'établir une attestation ou un certificat faisant état de faits matériellement inexacts.

Indiquez ci-dessous les faits auxquels vous avez assisté ou que vous avez constatés
personnellement :

Reference est faite à la pièce annexée.

Pièce à joindre :

- Un original ou une photocopie d'un document officiel justifiant de votre identité et comportant votre signature.

ATTESTATION SUR L'HONNEUR

Je soussigné(e) (prénom, nom) :

Garrett Murphy Vail

certifie sur l'honneur que les renseignements portés sur ce formulaire sont exacts.

Fait à : Housatonic, Massachusetts Le 12/06/2024

Signature

Garrett Murphy Vail

La loi n°78-17 du 6 janvier 1978 relative aux fichiers nominatifs garantit un droit d'accès et de rectification des données auprès des organismes destinataires de ce formulaire.

Sworn Affidavit

Case: Criminal Prosecution under Article 313-1 of the French Penal Code
Jurisdiction: COLLECTIVITY OF SAINT BARTHÉLEMY
Affiant: Garrett Vail

I, Garrett Vail, residing at 294 Park Street Housatonic, Massachusetts, USA, being duly sworn, depose and say:

Personal Background and Review

I graduated from the highly regarded William Mitchell College of Law in St. Paul, Minnesota, and was admitted to practice law in the State of Minnesota in 1989. I have over 30 years of extensive experience in complex commercial litigation, forensic fraud investigations, and asset-recovery litigation.

My practice focuses on creditors' remedies, foreclosure of mortgages and security agreements, post-judgment asset discovery, and enforcement of complex money judgments. This includes proceedings supplementary to execution under multiple jurisdictions in the United States and abroad. I represent creditors in commercial loan-related cases, seeking to avoid and recover fraudulent transfers, tracing and levying execution on assets owned by judgment debtors, and acquiring title to such assets through Sheriff's execution sales and nearly all types of bankruptcy litigation.

I began my legal career clerking for Senior Associate Justice Lawrence Yetka of the Minnesota Supreme Court from 1989 to 1990. This experience provided me with invaluable insights into the judicial process and the administration of justice.

I also served as the editor of the William Mitchell College of Law Review from 1988 to 1989, concentrating on advancing legal scholarship and excellence in legal research and writing. After my clerkship, I worked in the commercial law department of a large Minneapolis-based law firm, Oppenheimer, Wolff and Donnelly, for approximately three years. Most of my work was in representing First Trust National Association ("First Trust"), in its capacity as Indenture Trustee under Indentures of Trust related to revenue bond issues in complex chapter 11 reorganization bankruptcy cases.

Subsequently, I joined one of the premier boutique commercial law firms in Minnesota and practiced in the areas of commercial bankruptcy and creditors' remedies for 7 to 8 years. Around 2000, I became a solo practitioner, continuing to practice in the areas of business bankruptcy, mortgage foreclosure, complex judgment enforcement and creditors' remedies. I have been a solo practitioner since approximately 2000.

Areas of Expertise:

Garrett Murphy Vail
Garrett Murphy Vail
21/6/2024

- **Complex Commercial Litigation:** Extensive experience in handling high-stakes commercial loan-related disputes.
- **Creditors' Remedies:** Skilled in securing and enforcing creditors' rights and remedies.
- **Contract Enforcement:** Expertise in enforcing promissory notes, mortgages, security agreements, and guarantees; obtaining money judgments; conducting post-judgment asset discovery; and enforcing complex money judgments and judicial liens across jurisdictions.
- **Fraudulent Transfers and Bankruptcy Litigation:** Proficient in navigating the legal process in bankruptcy cases, particularly in avoiding fraudulent transfers and recovering property that was the subject of such transfers or its value.

Specialized Focus:

Over the last decade, I have concentrated on litigation arising out of and related to Ponzi schemes. My work includes aiding in the prosecution of creditors' remedies in Ponzi schemes, including recovering damages from third parties.

Notably, I have been involved in significant cases such as **In re Petters Company, Inc.** (Case Number 08-45257 in the U.S. Bankruptcy Court for the District of Minnesota). I played a pivotal role in claim allowance litigation and actions for the recovery of treble damages under the federal Racketeering Influenced and Corrupt Organization Act (RICO) from certain officers and directors of private companies owned by Thomas Petters, who was the primary operator and promoter of a Ponzi Scheme through Petters Company, Inc. and related entities.

For almost 15 years, I have worked for investment funds and related entities on litigation arising out of or related to the Petters Ponzi Scheme and the ten bankruptcy cases jointly administered by the U.S. Bankruptcy Court in **In re Petters Company, Inc.** My work has included analyzing complex transaction documents, bank records, emails, and transcripts of dozens of depositions.

I have traced the genesis and evolution of the criminal enterprise and the flow of billions of dollars in fraudulently obtained funds channeled through bank accounts in the U.S., London, and the Cayman Islands to conceal their source, ownership, control, and use. This includes forensic fraud investigations, claims litigation, fraudulent transfer avoidance litigation, and ancillary litigation in other jurisdictions.

I have sought the recovery of damages from non-debtor third parties for aiding and abetting Ponzi schemes in both criminal and civil cases involving the transfer of over \$40 billion in connection with the **In re Petters Company, Inc.** bankruptcy case. Additionally, I have monitored the outcomes of more than 200 fraudulent transfer avoidance adversary proceedings commenced by the Trustee of the Bankruptcy Estate of Petters Company, Inc.

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My extensive experience, combined with my focused expertise and skill in pattern recognition and attention to detail in Ponzi scheme and complex fraud-related litigation, commercial debt collection, and complex money judgment enforcement, has made me a recognized subject matter expert in these areas.

In addition to my work in complex commercial litigation, I am passionate about advocating for vulnerable individuals and those without substantial resources who are taken advantage of or exploited by fraudsters or bullies. I strive to ensure these individuals are given a strong voice in the legal system and receive the representation and justice they deserve.

Overview

By written action dated as of February 21, 2024, I was duly appointed as one of the directors of Green Sapphire Holdings, Inc., a Delaware corporation formerly named Organic Fuels Holdings, Inc. ("Green Sapphire"). This appointment was made by NorthSea, LLC, a Wyoming limited liability company, not in its own capacity but solely as Trustee of the Petro Carta Trust under the Deed of Settlement dated October 27, 2014, the holder of all the issued and outstanding shares of the capital stock of Green Sapphire.

Since my appointment, I have been conducting an internal forensic fraud and asset recovery investigation of the financial affairs of Green Sapphire and related entities. In the course of that investigation, I have reviewed thousands of pages of corporate records, bank and other business records, loan-related transaction documents, invoices, and related emails dated between January 2019 and the present.

My examination and analysis of these business records and other documents have led me to form the opinion that the defendants engaged in a coordinated series of criminal activities constituting theft by false pretenses and fraud. I believe that the defendants have formed an association-in-fact criminal enterprise with the purpose of looting the Petro Carta Trust Structure and its associated entities, including but not limited to Green Sapphire, of their most valuable assets.

This association-in-fact enterprise comprises multiple conspirators. Their unlawful activities and fraudulent transactions – including wire fraud, mail fraud, money laundering, mortgage fraud, business identity theft, extortion, cyber-bullying, and defamation - have been affecting interstate and foreign commerce and causing injury to Green Sapphire and the ultimate beneficial owners of the property held in trust by the Trustee of the Petro Carta Trust (the "UBOs").

The UBOs are a 54-year-old woman and her three children.

Defendants

- M. Ryan Cicoski;

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- M. Nathan Smith;
- M. Paul Schlieve;
- M. Charles Mack;
- M. Robert G. Brownell;
- M. Robert J. Brownell;
- M. Dustin Springett;
- M. JS de Jager;
- Global Capital Partners, LLC ("**Global Capital**");
- BNW Family Office, LLC;
- Highpoint SPV, Ltd.;
- Rockwater Capital, Ltd;
- Cayman Management, Ltd;
- Tailwinds, Ltd;

Sub-Scheme 1: Criminal Enterprise Formation and Initial Fraudulent Activities

Formation of the Enterprise:

I believe that the above-referenced association-in-fact criminal enterprise was formed no later than sometime between August 13, 2021, and November 5, 2021. During this period, Ryan Cicoski or one of his associates reached out to Annelisa Gee to propose the purchase of her interests in 100% of the shares of Access Management S.A.S., a French corporation with its principal place of business in St. Barthelemy ("St. Barths"), by Green Sapphire. They secretly caused Green Sapphire to enter into a "Transfer of Shares" agreement by which Green Sapphire ostensibly agreed to purchase all the shares of Access Management S.A.S. from Annelisa Gee for 100,000 euros. This payment was to be made in one installment of 50,000 euros in cash on the date of the agreement formation and 10 monthly installments of 5,000 euros each starting on December 1, 2021, and continuing until September 1, 2021.

The secret formation of this agreement is one of the first overt acts in furtherance of a conspiracy to steal, by means of false pretenses and fraud, certain real property located in St. Barths (the "St. Barths Property"). As of November 5, 2021, this property was owned by Green Sapphire. It also marks the commencement of an integrated and coordinated effort to loot the Petra Carta Trust Structure, including Green Sapphire and affiliated entities, and the related Alpha Carta Trust Structure, including Alpha Carta Ltd. and its affiliated entities, of their most valuable assets by means of theft by false pretenses or intentionally fraudulent transfers.

I believe that Ryan Cicoski and his co-conspirators (including certain "John Does" whose identities are currently unknown to Green Sapphire and its affiliates) secretly

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attempted to cause Green Sapphire to acquire all the shares of Access Management S.A.S. from Annelisa Gee in December 2021. They also caused Green Sapphire and/or Access Management S.A.S. to enter into related consulting agreements with Annelisa Gee to use Access Management S.A.S. as an artifice or robotic tool in St. Barths to further their conspiracy to steal the St. Barths property (as detailed below).

Theft of St. Barths Property:

The business records of Green Sapphire show that the conspirators entered into a conspiratorial agreement as early as August 13, 2021, the objective of which was to steal the St. Barths Property by means of false pretenses. Starting no later than November 5, 2021, they began committing a series of overt acts in furtherance of their conspiracy to commit theft by false pretenses, including the orchestration, by Ryan Cicoski, of a secret purchase of 100% of the shares of Access Management S.A.S. by Green Sapphire from Annelisa Gee for a commercially unreasonable price of 100,000 euros.

This payment was structured as a payment of 50,000 euros "on this day" and another 50,000 euros in ten (10) monthly payments of 5,000 euros each month starting on December 1, 2021, and continuing until September 1, 2022. Notably, the formation of the "Transfer of Shares" agreement between Green Sapphire and Annelisa Gee was concealed, as was the initial transfer of 50,000 euros, which I believe was secretly made to Annelisa Gee or to a third party for her benefit sometime in December 2021.

Despite a diligent search of the bank records of Green Sapphire and related entities, including Terra Carta Partners, LLC, no documentary evidence of the initial payment of 50,000 euros payable by Green Sapphire to Annelisa Gee "on this day" under the terms of the Transfer of Shares agreement has been located. It appears that the 50,000 euros transferred to or for the benefit of Annelisa Gee were likely embezzled from Green Sapphire, Terra Carta Partners, LLC, or one of the other entities in the Petro Carta Trust Structure or the Alpha Carta Trust structure and then secretly channeled to Annelisa Gee or her designee to conceal the source, ownership, theft, and use of the funds.

Secret Purchase: Based on my review of available corporate and business records of Green Sapphire and business and corporate records of Access Management, S.A.S., and related emails obtained from Annelisa Gee since February 21, 2024, I have confirmed that associates in the above-referenced criminal enterprise caused Green Sapphire Holdings, Inc. to secretly purchase all the shares of Access Management S.A.S. from Annelisa Gee sometime in December 2021. This was done without authorization from the Board of Directors of Green Sapphire or by action of NorthSea, LLC, not in its own capacity but solely as the Trustee of the Petro Carta Trust, the holder of all the shares of the capital stock of Green Sapphire, or disclosure to the UBOs or any other stakeholders.

Document Manipulation: On December 7, 2021, Ryan Cicoski, in his capacity as "Vice President" of Terra Carta Partners, LLC, sent copies of the French versions of a

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"Transfer of Shares" document and "Minutes of extraordinary general meeting of members" — both dated December 2, 2021 — from a Terra Carta Partners, LLC email address to Annelisa Gee and her attorney Laurence Beaurain. These documents appear to have been manipulated to legitimize the fraudulent transaction.

Backdated Documents: I discovered that the English versions of the same documents are dated November 5, 2021, indicating that the agreements were formed before December 2021. The "Transfer of Shares" document dated November 5, 2021, shows that Green Sapphire Holdings, Inc. agreed to purchase 100 shares of Access Management S.A.S. from Annelisa Gee for 100,000 euros. Ryan Cicoski signed the document as the "representative" of Green Sapphire Holdings, Inc. but did not identify himself as an Officer or Director of Green Sapphire Holdings, Inc. I have also discovered a French version of the Transfer of Shares agreement dated November 5, 2021, executed by both Ryan Cicoski and Annelisa Gee.

Lack of Evidence of Authority to Represent Green Sapphire:

Although the Transfer of Shares agreement identifies Ryan Cicoski as a "representative" of Green Sapphire, it does not identify him as an officer or director of Green Sapphire at the time he executed and delivered the agreement. Despite diligent searches, I have been unable to identify any corporate records or other documentary evidence establishing that Ryan Cicoski had the actual authority to sign the agreement as a representative of Green Sapphire or that he was ever duly authorized to act as the "representative" of Green Sapphire in connection with the Transfer of Shares agreement.

Notably, from early 2019 until at least August 13, 2021, Nathan Smith was the sole director of Green Sapphire. Based on the available documentary evidence, I believe that Ryan Cicoski lacked the authority to sign, on behalf of Green Sapphire, the French version of the "Transfer of Shares" document that he secretly delivered to Annelisa Gee and her attorney on December 7, 2021.

The lack of documentation establishing Ryan Cicoski's actual authority, together with the secrecy and concealment from NorthSea, LLC, not in its own capacity but solely as Trustee of the Petro Carta Trust and the UBOs of the alleged formation of the Transfer of Shares agreement between Green Sapphire and Annelisa Gee, supports an inference that Ryan Cicoski lacked authority to sign the Transfer of Shares agreement as a representative of Green Sapphire.

Lack of Legitimate Business Reason:

There was no legitimate business reason for Green Sapphire Holdings, Inc. to secretly agree to purchase 100% of the shares of Access Management S.A.S. from Annelisa Gee for 100,000 euros or to conceal how the initial payment of 50,000 euros was delivered to Annelisa Gee or her designee. A transaction of this type for an entity owned by a Trust like the Petro Carta Trust, with a legitimate business purpose, is typically

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done with the informed consent of the Trustee and/or the UBOs and is the subject of action duly taken at a meeting of the Board of Directors duly called and convened for the purpose of considering such a transaction.

The fact that Green Sapphire entered into this "Transfer of Shares" agreement through Ryan Cicoski as its so-called "representative" without disclosing it to NorthSea, LLC in its capacity as the Trustee of the Petro Carta Trust or the UBOs and without express approval by contemporaneous written action of the Trustee of the Petro Carta Trust as the sole shareholder of Green Sapphire or the Board of Directors of Green Sapphire, especially given that the initial payment of 50,000 euros to Annelisa Gee or a third party was concealed, are classic badges of fraud.

These facts support an inference that the formation of the Transfer of Shares agreement and the payments made to Annelisa Gee and/or her designee were overt acts in furtherance of a conspiracy to commit theft of the St. Barths Property by false pretenses and to misappropriate the funds belonging to Green Sapphire that were used to make payments to Annelisa Gee and/or her designee.

Sub-Scheme 2: St. Barths Properties (Saint Barthelemy)

Summary: I found that the conspirators devised a scheme to steal the St. Barths Property, which has an estimated fair market value of approximately \$30 million. They secretly caused Green Sapphire to transfer its entire right, title, and interest in the St. Barths Property to Access Management S.A.S. in March 2022, in consideration for 839,749 additional shares of Access Management S.A.S..

Subsequently, they pretended to cause Green Sapphire to obtain a fake \$10 million loan in exchange for a promissory note ostensibly executed by Green Sapphire payable to Global Capital Partners dated February 16, 2023, that purported to evidence a non-existent debt. Despite a diligent search, I have been unable to discover any evidence that Global Capital Partners, LLC ever actually delivered any money to Green Sapphire in consideration for the promissory note dated February 16, 2023. An attorney for Green Sapphire has repeatedly demanded Charles Mack to produce all documents relating to any transfer of money that was allegedly made by Global Capital Partners, LLC to or for the benefit of Green Sapphire, including any wire transfer records. Charles Mack has refused to produce any such documents. Payment of the fictitious debt evidenced by the promissory note dated February 16, 2023 was ostensibly secured by a lien on shares of a Florida corporation named Access Management S.A.S., Inc. pursuant to a Pledge and Security Agreement dated February 16, 2023, and by a mortgage against the St. Barths Property granted by the Florida corporation named Access Management S.A.S., Inc., all without the victims' knowledge.

Green Sapphire failed to pay the fictitious debt evidenced by the promissory note dated February 16, 2023 when it came due. That apparent "default" enabled Global Capital Partners, LLC to create the false appearance they had taken ownership of all the shares of the Florida corporation named Access Management S.A.S., Inc. in satisfaction of the

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The fake Loan and Security Agreement dated February 2, 2023 (as amended by the First Amendment to Loan and Security Agreement dated as of February 16, 2023 by which Green Sapphire allegedly agreed to borrow \$10 million dollars and grant a security interest in its 839,849 shares of Access Management S.A.S. pursuant to a Pledge and Security Agreement dated February 16, 2023, and by which Access Management, S.A.S. allegedly agreed to grant a mortgage on the St. Barths Property as additional security for payment of Green Sapphire's debt) identified the Lender as a Delaware limited liability company named Global Capital Partners, LLC.

On February 3, 2023, several of the co-conspirators, including Ryan Cicoski, Charles Mack, and Dustin Springett, simultaneously created a Florida corporation named Access Management S.A.S., Inc. and a Cayman Islands company named Access Management S.A.S., Inc. that also uses the name Access Management S.A.S., Ltd.

As of December 15, 2023, Global Capital Partners, LLC had allegedly taken ownership of all the shares of the Florida corporation named Access Management S.A.S., Inc. in satisfaction of the debt allegedly owed to Global Capital Partners, LLC by Green Sapphire, ostensibly evidenced by a promissory note dated February 16, 2023. Global Capital Partners, LLC filed Amended Articles of Incorporation with the Florida Secretary of State, identifying Global Capital Partners, LLC as the sole shareholder of the Florida corporation named Access Management S.A.S., Inc. and naming Dustin Springett as the sole director of the Florida corporation named Access Management S.A.S., Inc.

Notably, the French entity named Access Management S.A.S. was never dissolved under applicable French law and is still the registered owner of the St. Barths Property.

Scheme Details:

Petro Carta Trust Structure: I confirmed that at all times relevant, NorthSea, LLC, not in its own capacity but solely as the Trustee of the Petro Carta Trust, was the sole shareholder of Green Sapphire Holdings, Inc., formerly named Organic Fuels Holdings, Inc., which acquired the St. Barths Property in early 2019.

In December 2021, following the secret purchase of all 100 shares owned by Annelisa Gee for a price of 100,000 euros orchestrated by Ryan Cicoski and one or more of his co-conspirators acting without authority duly granted by the Trustee of the Petro Carta Trust, Green Sapphire Holdings, Inc. became the sole shareholder of a French corporation named Access Management S.A.S.

Unauthorized Transfer of Three Parcels of Real Property in St. Barth: On or about March 22, 2022, Ryan Cicoski, again acting without authority, executed in the presence

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of a notary public in Chicago, Illinois, and delivered to St. Barths, a power of attorney document which purported to authorize others to increase the share capital of Access Management S.A.S. to 839,850 shares.

Thereafter, Ryan Cicoski, without informing the other director of Green Sapphire (Paul Wolfe) and without being duly authorized by the Board of Directors of Green Sapphire, caused Green Sapphire to transfer its entire right, title, and interest in the St. Barths Property to Access Management S.A.S. in exchange for 839,749 additional shares of Access Management S.A.S., and caused Access Management S.A.S. to issue one share (share number 1) to Annelisa Gee.

Theft of Access Management S.A.S. Shares: After March 2022, Access Management S.A.S. held legal title to the St. Barth Property, making it possible for the conspirators to gain dominion and control over the St. Barths Property by acquiring the shares of Access Management S.A.S.. They aimed to steal the 839,849 shares of Access Management S.A.S. owned by Green Sapphire by means of false pretenses and fraud, including a pretextual \$10 million Loan and Security Agreement between Green Sapphire Holdings, Inc. and Global Capital Partners, LLC, and a related Stock Pledge Agreement that could have created a security interest in Green Sapphire's interest in 839,849 shares of Access Management S.A.S. under applicable French law. However, the conspirators later decided to transform Access Management S.A.S. into a Florida corporation named Access Management S.A.S., Inc. and undertake to obtain a security interest in Green Sapphire's interest, if any, in the share of the Florida corporation named Access Management S. A. S, Inc. pursuant to applicable Delaware law.

Following the filing of Articles of Domestication signed by Ryan Cicoski with the Florida Secretary of State on February 3, 2023, upon information and belief, Charles Mack drafted a Pledge and Security Agreement dated February 16, 2023 that purported to grant a security interest under the Uniform Commercial Code enacted by the State of Delaware in Green Sapphire's interest, if any, in all the shares of the Florida corporation named Access Management S.A.S., Inc. Notably, upon information and belief, Green Sapphire never pledged its interest in the 839,849 shares of the French company named Access Management S.A.S. to secure payment of any debt that it allegedly owed to Global Capital Partners, LLC. On further information and belief, Annelisa Gee never granted a security interest on her single share (share number 1) of Access Management S.A.S. to Global Capital Partners, LLC and she never sold her interest in that single share to Green Sapphire or any other person.

Fraudulent Loan Agreement: The conspirators initially worked with a French attorney to arrange a loan agreement and a Stock Pledge Agreement by which Green Sapphire Holdings, Inc. would pledge its interest in 839,849 shares of Access Management S.A.S. (pursuant to applicable French law) to Global Capital Partners, LLC. This scheme included fabricating documents and signatures to create the illusion of a legitimate secured lending transaction.

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When the conspirators discovered that several steps were required under French law to enable them to take ownership of the 839,849 shares by means of enforcing the Stock Pledge Agreement under applicable French law, they altered their plan to steal shares of Access Management S.A.S. by false pretenses by attempting to domesticate Access Management S.A.S. as a Florida corporation named Access Management S.A.S., Inc.

When the fictitious debt ostensibly evidenced by a promissory note dated February 16, 2023, matured on June 16, 2023, the conspirators caused Green Sapphire to enter into an agreement by which the maturity date was extended to October 2023 in exchange for certain fees.

Thereafter, upon information and belief, the co-conspirators caused Green Sapphire to enter into a collusive "Voluntary Surrender Agreement" or the functional equivalent by which ownership of all the shares of the Florida corporation named Access Management S.A.S., Inc. was transferred to Global Capital Partners, LLC in full satisfaction of the debt evidenced by the promissory note dated February 16, 2023. The pretextual Loan and Security Agreement dated February 2, 2023, as amended by the First Amended Loan Agreement dated February 16, 2023, and the fictitious debt evidenced by the promissory note dated February 16, 2023 were integral components of this scheme to acquire ownership of all the shares of Access Management S.A.S., Inc. in order to obtain dominion and control over the St. Barths Property.

Thereafter, Access Management S.A.S., Inc., through Dustin Springett, began claiming that Access Management S.A.S., Inc. was the lawful owner of the St. Barths Property and tortiously interfering with Green Sapphire's and Access Management S.A.S.'s contractual relations. This was done without the knowledge or consent of Paul Wolfe, in his capacity as one of the two directors of Green Sapphire (the other director being Ryan Cicoski), or Mark Azzopardi, in his capacity as one of the two directors of the Trustee of the Petro Carta Trust (the other director being Ryan Cicoski), or the UBOs.

Misappropriation of Assets: The scheme stalled when the conspirators learned that the domestication approach failed and was not sufficient under applicable French corporate law to automatically result in the dissolution of Access Management S.A.S. or to somehow transform the Florida corporation named Access Management S.A.S., Inc. into the registered owner of the St. Barths Property.

Despite this failure, the co-conspirators have continued to misappropriate the identity of Access Management S.A.S. and manipulate documents in a continuing effort to sell the St. Barths Property to a purchaser without knowledge of the above-referenced conspiracy to steal the St. Barths Property by means of false pretenses and otherwise unlawfully exercise dominion and control over the St. Barths Property and deprive the rightful owner and its shareholders, including Green Sapphire and the UBOs, of the right to use and enjoy the St. Barths Property.

Key Points:

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- **Corporate Structure:**

- Northsea, LLC was the sole trustee of the Petro Carta Trust.
- NorthSea, LLC, not in its own capacity but solely as the Trustee of the Petro Carta Trust, was the sole shareholder of Green Sapphire Holdings, Inc.
- Green Sapphire secretly became the sole shareholder of Access Management S.A.S. in December 2021 in a transaction that was not duly authorized by its Board of Directors or its sole shareholder (NorthSea, LLC in its capacity as Trustee of the Petro Carta Trust). On January 31, 2022, Paul Wolfe was duly appointed as one of the two directors of Green Sapphire, the other director being Ryan Cicoski.
- At the time of his appointment to the Board of Directors of Green Sapphire on January 31, 2022, Paul Wolfe was not informed by Ryan Cicoski that Green Sapphire had secretly entered into a Transfer of Shares agreement with Annelisa Gee under which it had paid 50,000 euros in December 2021 and had wired funds in the amount of \$11,916.10 (equivalent to 10,000 euros) to Annelisa Gee on January 14, 2022. Ryan Cicoski also did not inform Paul Wolfe that Green Sapphire was ostensibly liable to pay Annelisa Gee an additional 40,000 euros in installments during the next eight months of 2022.

- **St. Barths Properties:**

- As of January 31, 2022, when Paul Wolfe was appointed as a director, Green Sapphire was the owner of the St. Barths Property, which is comprised of three parcels of real property in Saint Barthelemy (a villa and two buildable seaside lots) worth an estimated \$30 million.
- Upon information and belief, at the beginning of March 2022, Green Sapphire was the owner of all 100 shares of Access Management S.A.S. that were then issued and outstanding.

In March 2022, Ryan Cicoski secretly and without notice to Paul Wolfe as the other director of Green Sapphire and without being duly authorized by the Board of Directors of NorthSea, LLC in its capacity as the Trustee of the Petro Carta Trust as the sole shareholder of Green Sapphire, caused Green Sapphire to cause Access Management S.A.S. to increase its share capital and caused Green Sapphire to transfer its interest in the St. Barths Property to Access Management S.A.S.. In connection with these transactions Access Management S.A.S. issued one share (share number one) to Annelisa Gee. In exchange for the transfer of its interest in the St. Barths Property Green Sapphire acquired 839,749 additional shares of Access Management S.A.S. such that after those transactions were consummated, Green Sapphire owned 839,849 shares of Access Management S.A.S. and Annelisa Gee owned 1 share of Access Management S.A.S..

- **NorthSea, LLC:**

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- NorthSea, LLC was organized as a limited liability company under the laws of the State of Wyoming on or about May 15, 2021. From its inception, it had two directors: Ryan Cicoski and Mark Azzopardi.
- **Escalation of Scheme:**
 - On or about September 9, 2022, Charles Mack and/or Robert Brownell organized a Delaware limited liability company named Global Capital Partners, LLC in furtherance of a conspiracy to steal the St. Barths Property by means of false pretenses and/or fraud.
 - On December 19, 2022, Mack opened an email discussion with French attorney Charles-Hubert Vanoverberghe.
 - On information and belief, Mack revealed the predatory loan-to-own objectives of the "lender" by explaining the structure of the proposed transaction by which Global Capital Partners, LLC would agree to make a \$10 million loan to Green Sapphire, payment of which would be secured by, among other things, a pledge of Green Sapphire's shares of Access Management S.A.S..
 - This was intended to enable the lender/secured party to promptly acquire complete dominion and control over the St. Barths Property by immediately enforcing the stock pledge agreement and taking ownership of all the shares of Access Management S.A.S. upon the Borrower's foreseeable and foreseen failure to pay the debt secured by the stock pledge when it came due.
 - On December 20, 2022, Brownell (using the alias Robert Bigelow) signed an engagement letter ostensibly as a representative of Green Sapphire which purported to engage Vanoverberghe as the attorney for Green Sapphire to provide legal advice relating to French law concerning enforcement of the stock pledge agreement.
 - Brownell also assisted Mack with drafting and revising a stock pledge agreement and related transaction documents for the benefit of the putative "lender." Brownell was not an authorized representative of Green Sapphire and had no authority to execute and deliver the engagement agreement to Vanoverberghe.
- **Creation of Transaction Documents:**
 - Vanoverberghe drafted multiple documents, including a "Mandate of Representation" and a "Financial Securities Account Pledge Agreement" dated January 27, 2023. These documents identified the lender as Global Capital Partners LLC, a dissolved Delaware corporation (registered on August 31, 2005, and canceled on June 1, 2010).
 - The business records I have analyzed included a document entitled "Invoice" dated February 4, 2023, addressed by the "Mack Law Group" to Terra Carta Partners, LLC. The conspicuous heading, "Matter: St. Barths Project," was on the first page. The Invoice Amount was \$20,850.00, consisting of four pages of entries describing services summarized as "legal services associated with properties in St. Barths."
 - The Invoice contained over 10 entries describing telephone communications with Nathan Smith and Brownell (identified as "Robert Bigelow") and the

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drafting of related emails. The Invoice also included an entry for time spent on January 4, 2023 described as "review and revise loan documents for loan from BNW to Green Sapphire Holdings" and entry of services on January 25, 2023 described as "draft Loan Documents for Global Capital Partners". I have also examined the document entitled "Invoice" that the Mack Law Group ostensibly issued to Terra Carta Partners, LLC dated March 4, 2023 which purported to seek payment for certain "Attorney's Fees" relating to a matter described as "St. Barths Projects". The entry for February 3, 2023 billed for 2.20 hours for a variety of services, including services described as, "Review agreement regarding rock water". The entry for February 16, 2023 billed 2.20 hours for services described as "Conference call regarding status of the loan; Telephone calls with Robert Bigelow; draft emails to lender's attorney; draft option agreement."

- o Upon information and belief the entity identified in the above-reference billing entry for February 3, 2023 as "rock water" is a Cayman Islands Exempt Company named "Rockwater Capital, Ltd." that was organized by Smith on January 14, 2022, shortly after his employment as the Chief Financial Officer of 60 Degrees Group SEZC, Ltd, was terminated. On further information and belief, Smith registered Rockwater Capital, Ltd. with the Cayman Islands Monetary Authority on January 30, 2023, just 4 days before Mack spent time on a task he described as "Review agreement regarding rock water." It appears that, by and through the "option agreement" identified in Mack's billing entry for February 16, 2023, Smith and/or Rockwater Capital, Ltd. acquired some sort of interest in property in the St. Barths Property that could be claimed as an asset of Rockwater Capital, Ltd. or a related alternative management firm. Notably, in a posting on Rockwater Capital, Ltd.'s website, I read an entry entitled "About Rockwater", which provided in pertinent part as follows, **"Our partner's capital is co-invested alongside of yours, creating a symbiotic relationship that highlights our confidence in the opportunities we present. This approach drives us to uphold the highest standards of due diligence and performance, and ensures that we are fully invested in the success of every venture"**.
- o These entries indicate that Mack, Smith, Rockwater Capital, Ltd., and Brownell were the architects of the fraudulent secured "loan agreement" transaction which was nothing more than an artifice to steal the St. Barths Property by false pretenses, and that Mack drafted the loan documents for the benefit of the putative "lender".
- o Examples include:
 - January 4, 2023: 4.90 hours billed for legal services described as "Telephone call with Robert Bigelow and Nathan Smith. Draft email to French attorney—Charles Hubert. Conference call with Robert Bigelow, Nathan Smith, Charles Hubert, and Jeremy Strickland. Telephone calls with Robert Bigelow. Review and revise loan documents for the loan from BNW to Green Sapphire Holdings. Review and revise loan documents for the loan from Jeremy Strickland to BNW. Draft emails to Smith."

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- January 10, 2023: 1.30 hours billed for services described as "Telephone calls with Robert Bigelow. Draft email to Notaire. Review diagram as prepared by Smith. Draft emails to Smith."
- January 11, 2023: 1.20 hours billed for services described as "Telephone call with Robert Bigelow and Nathan Smith. Telephone calls with Robert Bigelow. Draft email to Nathan Smith."
- January 13, 2023: 1.90 hours billed for legal services described as "Conference call with Robert Bigelow, Charles Hubert, Nathan Smith, and Dustin Springett. Telephone calls with Robert Bigelow. Draft email to Notaire, draft email to Charles Hubert, telephone call with Annalisa Gee."
- January 25, 2023: 3.30 hours billed for services described as "Telephone calls with Robert Bigelow and Nathan Smith. Draft Loan Documents for Global Capital Partners. Draft emails to Nathan Smith and Robert Bigelow. Draft fee agreement and guaranty fee agreement."
- January 26, 2023: 2.60 hours billed for services described as "Telephone calls with Robert Bigelow. Draft assignment of membership agreement. Draft fee-sharing agreement. Draft emails to Nathan Smith. Draft fee-sharing agreement. Draft email to Robert Bigelow. Telephone call with Nathan Smith. Draft email to Charles Hubert. Draft email to Notaire."

On information and belief, the entry for January 26, 2023 for services described as "drafting assignment of membership agreement" related to an agreement between HighPoint SPV, Ltd. and BNW Family Office, LLC, by which Highpoint SPV, Ltd. acquired 100% of the LLC Membership units of Global Capital Partners, LLC from BNW Family Office, LLC. HighPoint SPV, Ltd. is believed to be an entity that was formed in the Cayman Islands on or about January 27, 2023, by Smith's associate and Dustin Springett's business partner, Johannes S. de Jager, a/k/a JS de Jager.

- Conspicuously absent were any entries describing telephone communications or email correspondence between Mack and Cicoski or Wolfe in their capacities as the two directors of Green Sapphire.
- **Loan and Security Agreement:**
 - On February 2, 2023, Cicoski, without notice to Wolfe as the other director of Green Sapphire and without being duly authorized by an affirmative vote of the Board of Directors of Green Sapphire, signed a \$10 million Loan and Security Agreement on behalf of Green Sapphire Holdings, Inc. The Loan and Security Agreement required Green Sapphire Holdings, Inc. to pledge its 839,849 shares of Access Management S.A.S. to secure payment of the loan which Global Capital Partners, LLC agreed to make under the terms of the Loan and Security Agreement.

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- Cicoski, in his capacity as General Counsel to NorthSea, LLC in its capacity as Trustee of the Petro Carta Trust, had previously induced Mark Azzopardi, one of the Directors of NorthSea, LLC, to sign a document entitled "Unanimous Consent of Directors of Northsea LLC" on January 29, 2023.
- This "Unanimous Consent" document purported to authorize Cicoski and Azzopardi, as directors of NorthSea, LLC, to execute in the name and on behalf of NorthSea, LLC or Green Sapphire Holdings, Inc. or Access Management S.A.S. and deliver "any and all commitments, notes, mortgages, deeds of trust, assignment of leases and rents, loan agreements, pledges or assignments or other collateral and to take from time to time any other action which Ryan Cicoski and Mark Azzopardi shall in their discretion determine to be necessary or appropriate to effect the transactions contemplated by any such document or instrument."
- This "Unanimous Consent" document dated as of January 29, 2023, authorized BOTH Cicoski and Azzopardi to execute and deliver certain loan and security documents but did not authorize Cicoski ALONE to execute and deliver any such loan and security agreements.
- Additionally, this "Unanimous Consent" did not authorize Cicoski to cause NorthSea, LLC in its capacity as Trustee of the Petro Carta Trust or Green Sapphire or any other person to domesticate Access Management S.A.S. as a Florida corporation.
- Nevertheless, on February 2, 2023, Cicoski signed Articles of Domestication on behalf of Access Management and directed Mack to file those Articles of Domestication with the Florida Secretary of State. This is another overt act of deception and bad faith intended as an act of business identity theft to create the false appearance that the Florida corporation named Access Management S.A.S., Inc. was the same legal entity as the French corporation named Access Management S.A.S. in furtherance of the scheme to conspire to steal the St. Barths Property by means of false pretenses and fraud.

Unanimous Consent Documents:

- On February 16, 2023, Cicoski sent Azzopardi a second document entitled "Unanimous Consent of the Directors of NorthSea, LLC," dated "as of" February 15, 2023. Cicoski represented that, "The attached is a consent that both of us need to sign to domesticate the company that owns the property (Access Management) in Florida for jurisdiction purposes."
- Notably, both this second "Unanimous Consent" document and the first "Unanimous Consent" document dated as of January 29, 2023, that Cicoski sent to Azzopardi and asked him to sign, contained a recital on the first page stating, "Whereas Green Sapphire Holdings, Inc. is the sole shareholder of Access Management S.A.S., a French corporation."
- However, it appears that as of February 15, 2023, and as of today, Annelisa Gee was the owner of one share of Access Management S.A.S. (share number one). Therefore, I believe Cicoski's representation that Green Sapphire was the sole shareholder of Access Management S.A.S. was false.

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- was the sole shareholder of Access Management S.A.S. and induce him to rely on that misrepresentation and sign the second version of the document, which purported to authorize "the Company" (North Sea, LLC) to domesticate Access Management S.A.S. as a Florida corporation named Access Management S.A.S., Inc.
- Cicoski did not identify any legitimate business reason for such domestication of Access Management S.A.S. as a Florida corporation.
 - Cicoski did not disclose to Azzopardi that on February 2, 2023, he had signed Articles of Domestication, which Charles Mack filed with the Florida Secretary of State on February 3, 2023.
 - Cicoski also did not explain to Azzopardi that although the Unanimous Consent dated as of January 29, 2023, required the signatures of BOTH Cicoski and Azzopardi on any documents deemed necessary or appropriate, the second version of the "Unanimous Consent" document dated as of February 15, 2023, purported to authorize Cicoski alone to execute loan agreements, stock pledges, mortgages, or other instruments or documents he alone deemed necessary or appropriate.
- **Domestication Attempt:**
 - On February 3, 2023, Mack filed Articles of Domestication with the Florida Secretary of State with the intent to create a Florida corporation named Access Management S.A.S., Inc. The loan that Global Capital Partners, LLC had ostensibly agreed to make under the Loan and Security Agreement dated February 2, 2023, was scheduled to come due on June 2, 2023. It appears that the conspirators were planning to cause Green Sapphire to "default" by not paying the \$10 million plus accrued interest at the rate of 30% per annum from February 2, 2023, to June 2, 2023.
 - On information and belief, sometime between February 2, 2023, and February 16, 2023, Cicoski executed another set of transaction documents, including but not limited to a "Loan and Security Agreement dated February 2, 2023 as amended by the First Amendment to Loan and Security Agreement" dated February 16, 2023, a promissory note dated February 16, 2023, and Pledge and Security agreement dated February 16, 2023 and a Guaranty of Payment executed by the Petro Carta Trust dated October 27, 2014, in favor of Global Capital Partners dated February 2, 2023, as amended by the First Amendment to Guaranty dated as of February 16, 2023 (the "**Petro Carta Guaranty**"). To date, I have been unable to obtain authenticated copies of these transaction documents, particularly the promissory instrument note dated February 16, 2023. My knowledge of these documents is based on the Schedule to the Opinion of Counsel from the Nelson Mullins Riley & Scarborough law firm dated February 16, 2016, which identified these transaction documents and based its legal opinion, in part, on their analysis of these transaction documents. Notably, when Cicoski was interviewed by me and others on February 13, 2024 he never mentioned the First Amendment to Loan and Security Agreement dated February 16, 2023, the promissory note dated February 16, 2023, or any of the other transaction documents identified

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in the above-referenced Opinion of Counsel. Instead, Cicoski sent a copy of the Loan and Security Agreement dated February 2, 2023, to one of the attorneys for Green Sapphire.

- On information and belief, between June 16, 2023, and December 15, 2023, Cicoski, Mack and Dustin Springett arranged for Green Sapphire to transfer ownership of its entire interest, if any, in the shares of the Florida corporation named Access Management S.A.S., Inc. to Global Capital Partners pursuant to the terms of some secret, collusive voluntary surrender agreement or the functional equivalent.
- Despite a diligent search, I have been unable to discover any evidence of any public or private sale of the shares in accordance with the provisions of Article 9 of the Uniform Commercial Code ("UCC") as enacted by the State of Delaware of the 1000 shares of the Florida corporation named Access Management S.A.S., Inc. that were ostensibly subject to a UCC Article 9 security interest in favor of Global Capital Partners, LLC.
- On December 15, 2023, Amended Articles of Incorporation of Access Management S.A.S., Inc. were filed with the Florida Secretary of State, identifying Global Capital Partners LLC as the sole shareholder and Springett as the sole director.

Sub-Scheme 3: The Susan Essex Whisper Campaign: Fraud and Defamation Exposed

- **Summary:** I discovered this scheme involved the use of a fraudulent civil complaint and two websites on which one or more anonymous persons made certain postings that contained fake news and other false and misleading information.
- The intent was to defame, disparage, and discredit Paul Schroth Wolfe, a director of multiple Special Purpose Entities (SPEs) owned by the victim Trusts, as well as a number of other people associated with the Petro Carta Trust or the other entities that make up the Family Office Trust Structure.
- I believe the conspirators used these doxing, cyberbullying, and cyber harassment tactics to divert attention from their ongoing efforts to loot the Family Office Trust Structure of its most valuable assets.
- They also aimed to destabilize the administration of the Trusts in the Family Office Trust Structure and to insult, injure, and intentionally put Wolfe and others, including his family members, in reasonable apprehension or fear of harmful or offensive physical contact by the operators of the website or would-be vigilantes incited by the inflammatory accusations, hyperbole, and rhetoric contained in the postings.
- I believe the conspirators also used the postings on the websites to create a false impression of financial distress or the imminent insolvency of entities in the Family Office Trust Structure as an artifice to get third parties to act against the victims' interests. This included inducing participation in "fire-sale" dispositions of assets at far less than fair market value, arranging or making usury loans with

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- commercially unreasonable terms, and effectively causing a forced sale of properties held in trust for the benefit of the UBOs at a steep discount.
- I have observed that this carefully crafted disparagement, defamation, disinformation, doxing, and cyberbullying has caused undue psychological and emotional stress on a large group of victims. More importantly, it enabled the perpetrators to divert attention from and cover up their crimes with false narratives, cyber deception, and a "whisper campaign."
- A "whisper campaign" involves spreading false and damaging information to counter-parties of the entities in the Family Trust Structure and other people associated with those entities or related parties through unofficial channels. Often, this is done using phrases like "you didn't hear it from me, but trust me, there are problems—have you seen the website" On information and belief, this tactic was employed by former insiders who joined the conspiracy to loot the assets of the Family Office Trust to create an illusion of insider knowledge and credibility, despite the claims being entirely fabricated.
- The purpose of this campaign was to mask the perpetrators' own crimes—such as theft, embezzlement, and money laundering—and to cover up and thwart investigations and adversely influence witnesses and potential jurors, ultimately obstructing justice. This misinformation not only exacerbated the trauma experienced by the victims but also jeopardized their ability to seek justice.

Details of the Scheme:

1. Fraudulent Complaint:

- Case Details:** The fraudulent complaint, titled *Susan Essex v. Paul Schroth Wolfe* (case no. 2022LA000692), was filed in the Circuit Court of the Eighteenth Judicial Circuit (DuPage County, Illinois). The complaint alleged breach of contract and salacious acts by Wolfe, claiming he engaged Essex for sexual services in exchange for cash payments and a promise of employment, which he allegedly failed to fulfill.
- Stolen Identity:** The complaint used a fictitious identity for the complainant, listing an address belonging to Sarah's Circle, a women's shelter in Chicago, and an email account (susanesssex21@gmail.com) linked to Defendant Paul Schlieve through a recovery email (plschlieve@gmail.com).

2. Creation and Promotion of Fake Websites:

- First Website:** www.thaneritchiescams.com was registered on September 11, 2023, and used to promote false allegations and additional defamations about Wolfe and the victim entities.
- Second Website:** www.ritchiewolfescams.in was registered on January 9, 2024, through Hostinger, UAB, a company based in Lithuania. It continued the assault on the victims' character after the first website was discovered and sealed.

3. Purpose and Impact:

- Defamation Campaign:** The websites contained personally identifiable information (PII) about Wolfe, encouraged harassment, and included

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- o **Influence on Real Estate Projects:** These actions convinced the victims' third-party relationships to walk away from deals and/or were used as a pretext to do usury loans and to cause significant reduction to the current market values of assets owned by the entities in the Family Office Trust Structure. Upon information and belief, these actions were taken with the knowing and substantial assistance of insiders, including Cicoski and Smith.

4. Actions and Evidence:

- o In August 2022, an anonymous party using the alias "Susan Essex" filed a complaint against Wolfe in DuPage County, Illinois (the "2022 Complaint"). This complaint contained scurrilous, denigrating, and disparaging allegations, including accusations of criminal activity and adultery.
- o The Complainant made no efforts to serve or notify Wolfe of the case, nor did they attempt to litigate it. On October 31, 2022, the case was dismissed for want of prosecution, and the Complainant made no efforts to reinstate it.
- o In October 2023, an anonymous party published the 2022 Complaint on a website (the "First Website") registered on September 11, 2023, dedicated to defaming and harassing Wolfe and his colleagues. This website contained personally identifiable information, including his name, telephone number, home address, and employment information.
- o The same IP address and phone number used to register the email account from which the 2022 Complaint was filed were also used to maintain the First Website, indicating the same individual(s) were responsible.
- o On January 9, 2024, six weeks after the court ordered the 2022 case sealed, a second website (the "Second Website") was created, hosted in Lithuania, republishing the 2022 Complaint. The First Website then linked to the Second Website.
- o The registration details of the First Website revealed it was registered by an individual using the alias "David Xanthan" at an address that was recently the residence of Defendant Steven E. Looper, whose company owes Alpha Carta, Ltd. over \$20 million.
- o Looper and Schlieve, both associated with the Family Office Trust Structure, participated in these fraudulent activities to discredit, defame, and harm Wolfe's reputation and business relationships.
- o On July 6, 2023, Wolfe received an anonymous letter echoing baseless accusations similar to those published on the websites. The letter was sent from a post office in Drexel, North Carolina, near the registered address of Overall Builders, LLC, owned by Schlieve.
- o Furthermore, the websites contained false and defamatory information targeting Wolfe's colleagues and business associates, causing significant harm to their reputations and business interests.

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- o These actions by the Defendants were part of a concerted effort to harass, intimidate, and defame Wolfe, undermining his professional and personal life.

Timeline of Events:

1. **March 2022:** Cicoski, without being duly authorized by valid corporate action, secretly caused Green Sapphire to transfer title to the St. Barths Property to Access Management S.A.S. without notice to Wolfe, who was one of two members of the Board of Directors of Green Sapphire.
2. **August 1, 2022:** The fraudulent complaint (*Susan Essex v. Paul Schroth Wolfe*) was filed.
3. **October 31, 2022:** The Essex case was dismissed for want of prosecution.
4. **July 6, 2023:** Wolfe received a vicious anonymous letter containing baseless accusations that are later echoed in postings on the first website.
5. **September 11, 2023:** The domain for the first website was registered.
6. **October 2023:** The first website posted the fraudulent complaint.
7. **November 27, 2023:** Wolfe successfully moved to vacate the dismissal and seal the case.
8. **November 23, 2023:** Cicoski secretly orchestrated the removal of Wolfe from the Board of Directors of Green Sapphire without notice to Wolfe or the UBOs of the Petro Carta Trust.
9. **By December 15, 2023:** Cicoski caused or allowed Global Capital Partners, LLC to take ownership of the shares of the Florida corporation named Access Management S.A.S. in furtherance of the conspiracy to steal the St. Barths Property by means of false pretenses.
10. **January 3, 2024:** The Essex case was dismissed again for want of prosecution.
11. **January 9, 2024:** The domain for the second website was registered, and the complaint was posted there.

Sub-Scheme 4: Self-Dealing, Embezzlement, and Payroll Fraud by Ryan Cicoski

Summary: I discovered substantial, credible evidence that Cicoski's drive to join the fraudulent schemes and conduct the whisper campaign against Wolfe and the UBOs was fueled by his discontent about the amount of his compensation and related greed or preoccupation with his own pecuniary interest. By manipulating payroll and engaging in concealment and other fraudulent acts related to fraudulent invoices, inflated invoices, and bundled invoices submitted for payment to Terra Carta Partners, LLC and/or Green Sapphire – including Invoices submitted by the Mack Law Group which Cicoski arranged with ex-convict Brownell and Stacey McHugh to be initially paid by a third party, BNW Family Office, and then submitted for payment to Terra Carta Partners by BNW Family Office, LLC in bundled Invoices including a 7% “transaction charge” – Cicoski unjustly enriched himself and his accomplices. These actions systematically misappropriated the assets of the Family Office Trust Structure, leaving the UBOs emotionally and financially devastated.

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Details of the Scheme:

Salary Increase: In June 2022, Cicoski, as the sole Director of 60 Degrees Group SEZC, Ltd., increased his salary by \$20,000 per month without any performance appraisal or notice to any disinterested person in the Family Office Trust Structure or the UBOs. This, I believe, was a breach of his duty of loyalty (prohibits self-dealing) and arguably a breach of the duty of care.

General Counsel Duties: As General Counsel to 60 Degrees Group SEZC, Ltd. and other entities, Cicoski had a duty to advise the Trustees of the Trusts in the Family Office Trust Structure about his unilateral decision to increase his salary. He failed to notify the UBOs, thereby breaching his fiduciary duties.

Additional Salary Increase: On January 1, 2023, Cicoski raised the compensation of Stacey Mathis McHugh, the acting Chief Financial Officer of 60 Degrees Group SEZC, Ltd., from \$190,000 per year to \$420,000 per year, without notice to the sole shareholder or the Trustee of Prairie Trust II or the UBOs.

Conspiracy to Steal the St. Barths Property: Between August 2021 and February 10, 2024, Cicoski conspired with Brownell, BNW Family Office, LLC, Smith, Mack, Springett, Access Management S.A.S., Inc., Access Management S.A.S. Ltd. and others to acquire ownership or control of three parcels of real property in St. Barthélemy by means of fraud, breach of fiduciary duty, theft, and defalcation in a fiduciary capacity.

Misleading Transaction: On January 4, 2023, Cicoski informed Azzopardi in his capacity as a Director of NorthSea, LLC in its capacity as the Trustee of the Petro Carta Trust of an "expedited transaction for the benefit of Green Sapphire and NorthSea," which he said would consist of obtaining a loan from the Brownell Family Office, LLC, a sham entity operated by a convicted felon. Cicoski's representation that this transaction was "for the benefit of Green Sapphire and NorthSea, LLC" was a representation of a material fact that was false when it was made. Upon information and belief, Cicoski knew, or should have known that this representation of a material fact was false when it was made. Upon information and belief, Cicoski intentionally made this misrepresentation of a material fact to Azzopardi with the intent to induce him to execute and deliver the document entitled "Unanimous Consent of Directors of NorthSea, LLC dated as of January 29, 2023. Thus, it was a breach of the fiduciary duties that Cicoski owed, as General Counsel and director, to both Green Sapphire and NorthSea, LLC, and arguably an outright fraud..

Fraudulent Loan Agreement: On January 29, 2023, Cicoski negligently or fraudulently induced Azzopardi to sign a Unanimous Consent of Directors of NorthSea, LLC which ostensibly authorized Cicoski and Azzopardi to sign any documents they deemed necessary or appropriate to effectuate a \$10 million Loan and Security Agreement between Green Sapphire and Global Capital Partners, LLC, without disclosing all material facts to Wolfe, who was one of two directors of Green Sapphire, and without

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Unauthorized Domestication: On February 2, 2023, Cicoski, without being duly authorized by NorthSea, LLC, Green Sapphire, Access Management S.A.S. or anyone else, signed the Articles of Domestication of Access Management S.A.S. and directed Mack to file those Articles of Domestication with the Secretary of State of Florida, breaching his fiduciary duties to Green Sapphire Holdings, Inc., NorthSea, LLC as the Trustee of the Petro Carta Trust, and the UBOs of the property held in Trust by NorthSea, LLC as Trustee of the Petro Carta Trust.

Misrepresentation: On February 16, 2023, Cicoski sent a second document entitled "Unanimous Consent of Directors of NorthSea, LLC" to Azzopardi by which he intentionally misrepresented to Azzopardi that Green Sapphire was the "sole" shareholder of Access Management S.A.S., purporting to authorize Cicoski, alone, to execute whatever documents he deemed necessary or appropriate to the domestication of Access Management S.A.S. as a Florida corporation.

This further breached Cicoski's fiduciary duties to NorthSea, LLC as Trustee of the Petro Carta Trust and Green Sapphire by intentionally making false representations of material facts. Cicoski failed to disclose to Azzopardi the material differences between the Unanimous Consent document dated as of February 15, 2023, and the Unanimous Consent document that Azzopardi had previously executed and delivered to Cicoski on January 29, 2023. Cicoski had advised that the document was necessary for an "expedited transaction for the benefit of Green Sapphire and NorthSea, LLC" when it was actually needed for the benefit of Global Capital Partners, LLC, BNW Family Office, LLC, Mack, Springett, JS de Jager, Smith, Rockwater Capital, Ltd., HighPoint Ltd., and others who had joined the conspiracy to steal the St. Barths Property by false pretenses and fraud.

As of February 16, 2023, these co-conspirators were actively involved in a conspiracy to steal the St. Barths Property by means of fictitious loan and security documents and other false pretenses and outright fraud. The deception and concealment from Azzopardi of the true purpose and effect of the Unanimous Consent documents Cicoski advise Azzopardi to sign and return to him further illustrate the coordinated and fraudulent nature of the conspiracy.

False Invoice Submission and misappropriation of trust funds: Between July 27, 2023 and July 1, 2023, Cicoski misappropriated trust funds in the amount of \$520,000 from a IOLTA Trust Account at Chase Bank in the United States held in the name of The Patterson Law Firm, LLC (the "**Patterson Law Firm**") for the benefit of family office-related clients other than Green Sapphire. Cicoski sent an email dated Thursday July 27, 2023, to Tracy Rizzo of the Patterson Law Firm with the subject heading "Settlement." In that email, Cicoski stated, in pertinent part, "Would you please wire \$520,000 from the [redacted] to the [redacted] account?. This is the same account you wired earlier this month (wire confirmation attached) as well as in prior months. As

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usual, everything is time sensitive. If you can do it tomorrow, great, but in this case I really think Monday (or even Tuesday) would be fine as well."

On July 28, 2023, Rizzo sent an email to Cicoski stating, "You should have the \$500,000 today and the \$20,000 on Monday. The bank wouldn't allow me to send the \$20,000 today as well since \$500,000 is our daily limited." On Friday, July 28, 2023, immediately available funds in the amount of \$500,000 debited from a trust account maintained by the Patterson Law Firm and transferred by Chase Bank in the United States to CIBC First Caribbean International Bank in the Cayman Islands ("**CIBC**") for credit to an account with an account number ending in 8792 ("**CIBC Acct. No. 8792**"). Green Sapphire had no cognizable interest in property in the funds credited to CIBC Acct. No. 9782. On Monday, July 31, 2023, immediately available funds in the amount of \$20,000 debited from a trust account maintained by the Patterson Law Firm and transferred by Chase Bank in the United States to CIBC for credit to CIBC Acct. No. 8792. On July 31, 2023, Cicoski sent an email to McHugh with the subject line "GSH Director Services Agreement & First Invoice" to which he attached a copy of a document entitled "Directors Services Agreement dated January 29, 2023" and an Invoice asserting a right to the payment of money in the amount of \$520,000 ostensibly issued to Green Sapphire by an entity named Gold Dragon Consulting Services, LLC". The body of the email stated only "as discussed". Upon information and belief, Cicoski and McHugh discussed a money laundering scheme by which McHugh would funnel funds in the amount of \$520,000 that had been recently credited to CIBC Acct. No. 8792 through another account at CIBC for the purpose of concealing the source and use of trusts funds that originated from the trust account at Chase Bank in the United States that was held in the name of the Patterson Law firm. And then transfer those funds into an account at Maples Mark Bank in the United States held in the name of Green Sapphire to enable Green Sapphire to issue a wire payment transfer order directing Maples Mark Bank to electronically transfer immediately available funds in the amount of \$520,000 to PNC bank for credit to an account held in the name of Gold Dragon Consulting, LLC.

On July 31, 2023, someone directed CIBC to debit funds in the amount of \$520,000 from CIBC Account No. 8792 and transfer those funds to another account at CIBC that was held in the name of Alpha Carta, Ltd. ("**CIBC Acct. 104**"). Upon information and belief, that person was McHugh or someone acting at the direction of McHugh and/or Cicoski.

On July 31, 2023, someone issued a wire transfer payment order directing CIBC to electronically transfer immediately available funds in the amount of \$520,000 debited from Alpha Carta, Ltd.'s CIBC Acct. 104 to Maples Mark Bank in the United States for credit to a deposit account ending in number 6805 that was held in the name of Green Sapphire ("**Green Sapphire Acct.**") and CIBC promptly executed that wire transfer payment order. Upon information and belief that person was McHugh or someone acting at the direction of McHugh and/or Cicoski. On information and belief, neither McHugh nor Cicoski notified Azzopardi in his capacity as the sole director of Alpha Carta, Ltd. before causing funds in the amount of \$520,000 to be debited from Alpha

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Notably, the ending balance in the Green Sapphire Acct. as of the close of business on July 31, 2023, after accounting for the credit of funds in the amount of \$520,000 that was received from Alpha Carta, Ltd. on July 31, 2023 [TRN:P202307310116884] was \$593,239.09. Thus, but for the incoming electronic transfer of funds from Alpha Carta, Ltd.'s CIBC Acct. 104, Green Sapphire would have had insufficient funds on August 1, 2023 to enable Maples Mark Bank to execute a wire transfer payment or for the transfer of immediately available funds in the amount of \$520,000 to PNC Bank for credit to the Gold Dragon Acct.

On August 1, 2023, someone issued a wire transfer payment order directing Maples Mark Bank to electronically transfer immediately available funds in the amount of \$520,000 debited from the Green Sapphire Acct. to PNC Bank for credit to a deposit account number ending in 6438 that was held in the name of Gold Dragon , LLC Consulting ("Gold Dragon Acct."). Upon information and belief that person was acting at the direction of Stacey McHugh who in turn was acting at the request of Ryan Cicoski in furtherance of a corrupt agreement to misappropriate funds in the amount of \$520,000 and deliver those funds to an entity named Gold Dragon Consulting, LLC for the benefit of Ryan Cicoski. Upon information and belief, at all times relevant Gold Dragon Consulting, LLC was owned or controlled by Ryan Cicoski. Maples Mark Bank promptly executed the wire transfer payment order directing it to electronically transfer immediately available funds from the Green Sapphire Acct. to PNC Bank for credit to the Gold Dragon Account.

The Invoice issued by Gold Dragon, the email Cicoski sent to McHugh on July 31, 2023 stating, "as discussed", in substance, a representation that Gold Dragon Consulting, LLC was allegedly entitled to receive immediately available funds in the amount of \$520,000 from Green Sapphire in connection with the attached Director Services Agreement between Green Sapphire and Cicoski dated January 31, 2023.

Misappropriation of Funds: In my investigation of the source of the funds used to make the wire transfer of \$520,000 to Gold Dragon Consulting, LLC, I identified the above-referenced transfers of certain trust funds, in which Green Sapphire had no cognizable interest in property, were systematically channeled through multiple accounts between July 28, 2023 and July 31, 2023, before they were credited to the Green Sapphire on July 31, 2023.

Upon information and belief, this wire transfers were made with the intent to conceal the source, ownership and use of the funds that Cicoski requested McHugh to have delivered to PNC for credit to an account in the name of Gold Dragon Consulting, LLC on August 1, 2023.

I believe that Cicoski further breached his fiduciary duties to Green Sapphire, and Alpha Carta, Ltd. and a number of other family office-related entities by misappropriating funds in the amount of \$520,000 that as of July 27, 2023 were credited to an IOLTA Trust Account at Chase Bank in the United States in the name of the Patterson Law Firm for the benefit of certain family office-related entities other than Green Sapphire, laundering

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those funds with the knowing and substantial assistance of McHugh and then causing those funds to be transferred from the Green Sapphire Acct. to the Gold Dragon Account.

Short Summary Review:

Specific Dates and Transactions:

- **August 13, 2021:** Conspirators, including Cicoski, Brownell, and Smith, entered into a conspiratorial agreement, the objective of which was to steal, by false pretenses, the St. Barths Property, which was then owned by Green Sapphire.
- **December 2021:** Cicoski caused Green Sapphire to secretly purchase shares of Access Management S.A.S. from Annelisa Gee for 100,000 euros without proper authorization or disclosure to its sole shareholder or the UBOs of the property held in Trust by NorthSea, LLC as the Trustee of the Petro Carta Trust.
- **December 7, 2021:** Cicoski, with co-conspirators, manipulated and sent backdated documents relating to the agreement for the purchase of all the shares of Access Management S.A.S. to Annelisa Gee and her attorney.
- **January 31, 2023:** Cicoski engaged in self-dealing and breach of trust by fraudulently causing Green Sapphire to agree to pay him up to \$1.2 million for certain director services pursuant to the terms of a "Directors Services Agreement" dated January 31, 2023 that was not disclosed to NorthSea, LLC in its capacity as the Trustee of the Petro Carta Trust as the sole shareholder of Green Sapphire before it was executed by the directors of Green Sapphire.
- **February 2, 2023 and February 16, 2023:** Conspirators signed a \$10 million Loan and Security Agreement with Global Capital Partners, LLC, although no loan was ever actually made, and caused Green Sapphire to execute a Pledge and Security Agreement, serving as a pretext for theft of the shares of Access Management S.A.S. by false pretenses and other illegal actions.
- **March 15, 2023:** Cicoski backdated documents and misled Azzopardi to support fraudulent activities.
- **July and August 2023:** Cicoski arranged for funds in the amount of \$520,000 that were held in trust by the Patterson Law Firm for the benefit of entities other than Green Sapphire to be transferred to a bank in the Cayman Islands, funneled into another account at a bank in the Cayman Islands that was held in the name of an entity other than Green Sapphire, and then electronically transferred to a bank in the United States for credit to an account held in the name of Green Sapphire. Cicoski then submitted a fraudulent invoice to McHugh from Gold Dragon Consulting, LLC for the payment of \$520,000 by Green Sapphire. McHugh directed a subordinate to issue a wire transfer payment order directing Green Sapphire's bank to electronically transfer funds in the amount of \$520,000 to PNC Bank for credit to an account held in the name of Gold Dragon Consulting, LLC, resulting in the misappropriation or embezzlement of funds in the amount of \$520,000.

Detailed Actions and Evidence - Examples:

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- **Email Evidence:** December 7, 2021, email from Cicoski attaching manipulated documents.
- **Backdated Documents:** November 5, 2021, "Transfer of Shares" agreement falsely indicating the purchase of all the shares of Access Management S.A.S. for 100,000 euros on November 5, 2021.
- **Unauthorized Corporate Actions:** March 16, 2022, unauthorized share capital increase and transfer of property as collateral in fraudulent loans.
- **Fraudulent Loan Documents:** February 2, 2023 and February 16, 2023, \$10 million Loan and Security Agreement and a related Pledge and Security Agreement dated February 16, 2023 and Articles of Domestication filed with the Florida Secretary of State on February 3, 2023 used as pretext and artifice for theft by false pretenses, including the attempted domestication of Access Management S.A.S. as a Florida corporation named Access Management S.A.S., Inc.
- **Defamation and Cyberbullying:** August 1, 2022, fraudulent complaint filed; October 31, 2022, case dismissed; September 11, 2023, domain for the first defamatory website registered.
- **Misappropriation of Funds:** July and August 2023, Cicoski, in his capacity as General Counsel, arranged for funds held in trust in the IOLTA account of the Patterson Law Firm in Illinois for the benefit of entities other than Green Sapphire to be channeled through two accounts in the Cayman Islands and then into an account held in the name of Green Sapphire. Cicoski then submitted a fraudulent invoice from Gold Dragon Consulting, LLC for payment of \$520,000 ostensibly on account of an alleged agreement between Green Sapphire and Cicoski by which Cicoski was allegedly entitled to be paid \$1.2 million for certain services he ostensibly agreed to provide as a director. Then Cicoski induced McHugh to direct her subordinate to issue a wire transfer payment order to Green Sapphire's bank ordering it to transfer immediately available funds in the amount of \$520,000 to PNC Bank for credit to an account held in the name of Gold Dragon Consulting, Inc. without notice to NorthSea, LLC as the Trustee of the Petro Carta Trust or the UBOs.

Sworn Statement

Certification

I certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

[Garrett Vail] *Garrett M. Vail*
[Director, Green Sapphire Holdings, Inc.]
[Contact Information] *garrett@garrettvail.com*

Sworn to and subscribed before me this ____ day of _____, 2024.
[Notary Public's Name]

Garrett Murphy Vail
Garrett Murphy Vail
21 / 6 / 2024

Déclaration sous serment

Affaire : Poursuite pénale en vertu de l'article 313-1 du Code pénal français
Juridiction : COLLECTIVITÉ DE SAINT-BARTHÉLEMY
Affiant : Garrett Vail

Je soussigné, Garrett Vail, résidant au 294 Park Street Housatonic, Massachusetts, États-Unis, dûment assermenté, déclare et affirme :

Parcours personnel et professionnel

J'ai obtenu mon diplôme de la prestigieuse William Mitchell College of Law à St. Paul, Minnesota, et j'ai été admis à pratiquer le droit dans l'État du Minnesota en 1989. Je possède plus de 30 ans d'expérience approfondie en contentieux commercial complexe, enquêtes sur les fraudes juridiques et litiges de recouvrement d'actifs.

Ma pratique se concentre sur les recours des créanciers, la saisie hypothécaire et des accords de sécurité, la découverte d'actifs après jugement et l'exécution de jugements monétaires complexes. Cela inclut les procédures complémentaires à l'exécution sous diverses juridictions aux États-Unis et à l'étranger. Je représente les créanciers dans les affaires de prêts commerciaux, cherchant à éviter et à récupérer les transferts frauduleux, à tracer et saisir les actifs détenus par les débiteurs de jugement, et à acquérir la propriété de tels actifs par les ventes d'exécution du shérif et presque tous types de litiges en faillite.

J'ai commencé ma carrière juridique en tant que clerk pour le juge associé principal Lawrence Yetka de la Cour suprême du Minnesota de 1989 à 1990. Cette expérience m'a fourni des perspectives inestimables sur le processus judiciaire et l'administration de la justice.

J'ai également été rédacteur en chef de la William Mitchell College of Law Review de 1988 à 1989, me concentrant sur l'avancement de la recherche juridique et de l'excellence en rédaction juridique. Après mon clerk, j'ai travaillé dans le département de droit commercial d'un grand cabinet d'avocats basé à Minneapolis, Oppenheimer, Wolff and Donnelly, pendant environ trois ans. La majorité de mon travail consistait à représenter First Trust National Association (« First Trust »), en tant que fiduciaire d'actes de fiducie liés à des émissions d'obligations de revenus dans des affaires de réorganisation en chapitre 11 complexes.

Par la suite, j'ai rejoint l'un des premiers cabinets d'avocats spécialisés en droit commercial du Minnesota et pratiqué dans les domaines de la faillite commerciale et des recours des créanciers pendant 7 à 8 ans. Vers 2000, je suis devenu avocat solo, continuant à pratiquer dans les domaines de la faillite commerciale, la saisie hypothécaire, l'exécution de jugements complexes et les recours des créanciers. Je suis avocat solo depuis environ 2000.

Domaines de compétence :

- **Litiges commerciaux complexes :** Expérience approfondie dans la gestion de litiges de prêts commerciaux à enjeux élevés.
- **Recours des créanciers :** Compétence dans la sécurisation et l'exécution des droits et recours des créanciers.
- **Exécution des contrats :** Expertise dans l'exécution des billets à ordre, des hypothèques, des accords de sécurité et des garanties ; obtention de jugements monétaires ; découverte d'actifs après jugement ; et exécution de jugements monétaires complexes et de privilèges judiciaires à travers les juridictions.
- **Transferts frauduleux et litiges en faillite :** Compétence dans la navigation du processus juridique dans les affaires de faillite, en particulier pour éviter les transferts frauduleux et récupérer les biens faisant l'objet de tels transferts ou leur valeur.

Focus spécialisé :

Au cours de la dernière décennie, je me suis concentré sur les litiges découlant de et liés aux systèmes de Ponzi. Mon travail inclut l'aide à la poursuite des recours des créanciers dans les systèmes de Ponzi, y compris la récupération de dommages-intérêts auprès de tiers.

Notamment, j'ai été impliqué dans des affaires importantes telles que **In re Petters Company, Inc.** (numéro d'affaire 08-45257 devant le tribunal de faillite des États-Unis pour le district du Minnesota). J'ai joué un rôle essentiel dans les litiges d'approbation des réclamations et les actions en recouvrement de dommages-intérêts triples en vertu de la loi fédérale sur les organisations influencées par le racket et la corruption (RICO) contre certains dirigeants de sociétés privées détenues par Thomas Petters, qui était l'opérateur principal et le promoteur d'un système de Ponzi à travers Petters Company, Inc. et ses entités affiliées.

Pendant presque 15 ans, j'ai travaillé pour des fonds d'investissement et des entités affiliées sur des litiges découlant ou liés au système de Ponzi Petters et aux dix affaires de faillite administrées conjointement par le tribunal de faillite des États-Unis dans **In re Petters Company, Inc.** Mon travail a inclus l'analyse de documents transactionnels complexes, de relevés bancaires, de courriels et de transcriptions de dizaines de dépositions.

J'ai retracé la genèse et l'évolution de l'entreprise criminelle et le flux de milliards de dollars de fonds obtenus frauduleusement, canalisés à travers des comptes bancaires aux États-Unis, à Londres et aux Îles Caïmans pour dissimuler leur source, leur propriété, leur contrôle et leur utilisation. Cela inclut les enquêtes sur les fraudes juridiques, les litiges de réclamations, les litiges d'évitement des transferts frauduleux et les litiges accessoires dans d'autres juridictions.

J'ai cherché à récupérer des dommages-intérêts auprès de tiers non-débiteurs pour complicité de systèmes de Ponzi dans des affaires pénales et civiles impliquant le transfert de plus de 40 milliards de dollars dans le cadre de l'affaire de faillite **In re Petters Company, Inc.** De plus, j'ai surveillé les résultats de plus de 200 procédures adverses d'évitement des transferts frauduleux engagées par le fiduciaire de la succession de faillite de Petters Company, Inc.

Mon expérience approfondie, combinée à mon expertise spécialisée et à mes compétences en reconnaissance de motifs et en attention aux détails dans les litiges liés aux systèmes de Ponzi et aux fraudes complexes, la collecte de dettes commerciales et l'exécution de jugements monétaires complexes, a fait de moi un expert reconnu dans ces domaines.

En plus de mon travail en litiges commerciaux complexes, je suis passionné par la défense des individus vulnérables et de ceux sans ressources substantielles qui sont exploités ou abusés par des fraudeurs ou des intimidateurs. Je m'efforce de garantir que ces individus aient une voix forte dans le système judiciaire et reçoivent la représentation et la justice qu'ils méritent.

Aperçu

Par acte écrit en date du 21 février 2024, j'ai été dûment nommé en tant que l'un des administrateurs de Green Sapphire Holdings, Inc., une société du Delaware anciennement nommée Organic Fuels Holdings, Inc. (« Green Sapphire »). Cette nomination a été faite par NorthSea, LLC, une société à responsabilité limitée du Wyoming, non en son propre nom mais uniquement en tant que fiduciaire du Petro Carta Trust en vertu de l'acte de règlement en date du 27 octobre 2014, détenteur de toutes les actions émises et en circulation du capital social de Green Sapphire.

Depuis ma nomination, je mène une enquête interne de fraude judiciaire et de récupération d'actifs sur les affaires financières de Green Sapphire et des entités associées. Au cours de cette enquête, j'ai examiné des milliers de pages de dossiers d'entreprise, de relevés bancaires et d'autres dossiers commerciaux, de documents de transaction liés à des prêts, de factures et de courriels connexes datant de janvier 2019 à ce jour.

Mon examen et analyse de ces dossiers commerciaux et autres documents m'ont conduit à former l'opinion que les défendeurs se sont engagés dans une série coordonnée d'activités criminelles constituant un vol par faux semblants et fraude. Je crois que les défendeurs ont formé une entreprise criminelle par association de fait dans le but de piller la structure du Petro Carta Trust et ses entités associées, y compris mais sans s'y limiter à Green Sapphire, de leurs actifs les plus précieux.

Cette entreprise par association de fait comprend plusieurs conspirateurs. Leurs activités illégales et transactions frauduleuses – y compris la fraude électronique, la fraude postale, le blanchiment d'argent, la fraude hypothécaire, le vol d'identité

commerciale, l'extorsion, la cyberintimidation et la diffamation – affectent le commerce inter-États et étranger et causent des préjudices à Green Sapphire et aux bénéficiaires ultimes des biens détenus en fiducie par le fiduciaire du Petro Carta Trust (les « BEU »).

Les BEU sont une femme de 54 ans et ses trois enfants.

Défendeurs :

- M. Ryan Cicoski ;
- M. Nathan Smith ;
- M. Paul Schlieve ;
- M. Charles Mack ;
- M. Robert G. Brownell ;
- M. Robert J. Brownell ;
- M. Dustin Springett ;
- M. JS de Jager ;
- Global Capital Partners, LLC (« **Global Capital** ») ;
- BNW Family Office, LLC ;
- Highpoint SPV, Ltd. ;
- Rockwater Capital, Ltd ;
- Cayman Management, Ltd ;
- Tailwinds, Ltd ;

Sous-Schème 1 : Formation de l'Entreprise Criminelle et Activités Frauduleuses Initiales

Formation de l'Entreprise :

Je crois que l'entreprise criminelle par association de fait mentionnée ci-dessus a été formée au plus tard entre le 13 août 2021 et le 5 novembre 2021. Pendant cette période, Ryan Cicoski ou l'un de ses associés a contacté Annelisa Gee pour proposer l'achat de ses intérêts dans 100% des actions d'Access Management S.A.S., une société française ayant son principal établissement à Saint-Barthélemy (« Saint-Barth »), par Green Sapphire. Ils ont secrètement fait en sorte que Green Sapphire conclue un accord de « Transfert d'Actions » par lequel Green Sapphire aurait convenu d'acheter toutes les actions d'Access Management S.A.S. d'Annelisa Gee pour 100 000 euros. Ce paiement devait être effectué en une tranche de 50 000 euros en espèces à la date de la formation de l'accord et 10 versements mensuels de 5 000 euros chacun à partir du 1er décembre 2021 et se poursuivant jusqu'au 1er septembre 2022.

La formation secrète de cet accord est l'un des premiers actes manifestes en vue d'une conspiration visant à voler, par moyens de faux semblants et de fraude, certains biens immobiliers situés à Saint-Barth (le « Bien de Saint-Barth »). À compter du 5 novembre 2021, ce bien appartenait à Green Sapphire. Cela marque également le début d'un effort intégré et coordonné pour piller la structure du Petro Carta Trust, y compris Green Sapphire et les entités affiliées, ainsi que la structure de l'Alpha Carta Trust, y compris Alpha Carta Ltd. et ses entités affiliées, de leurs actifs les plus précieux par le biais de vol par faux semblants ou de transferts intentionnellement frauduleux.

Je crois que Ryan Cicoski et ses co-conspirateurs (y compris certains « John Does » dont les identités sont actuellement inconnues de Green Sapphire et de ses affiliés) ont secrètement tenté de faire en sorte que Green Sapphire acquière toutes les actions d'Access Management S.A.S. d'Annelisa Gee en décembre 2021. Ils ont également fait en sorte que Green Sapphire et/ou Access Management S.A.S. concluent des accords de consultation connexes avec Annelisa Gee pour utiliser Access Management S.A.S. comme un artifice ou un outil robotique à Saint-Barth afin de poursuivre leur conspiration visant à voler le Bien de Saint-Barth (comme détaillé ci-dessous).

Vol du Bien de Saint-Barth :

Les dossiers commerciaux de Green Sapphire montrent que les conspirateurs ont conclu un accord conspiratif dès le 13 août 2021, dont l'objectif était de voler le Bien de Saint-Barth par moyens de faux semblants. À partir du 5 novembre 2021, ils ont commencé à commettre une série d'actes manifestes en vue de leur conspiration pour commettre un vol par faux semblants, y compris l'organisation, par Ryan Cicoski, de l'achat secret de 100% des actions d'Access Management S.A.S. par Green Sapphire à Annelisa Gee pour un prix commercialement déraisonnable de 100 000 euros.

Ce paiement a été structuré comme un paiement de 50 000 euros « ce jour-là » et un autre de 50 000 euros en dix (10) paiements mensuels de 5 000 euros chacun à partir du 1er décembre 2021 et se poursuivant jusqu'au 1er septembre 2022. Notamment, la formation de l'accord de « Transfert d'Actions » entre Green Sapphire et Annelisa Gee a été dissimulée, tout comme le transfert initial de 50 000 euros, qui, je crois, a été secrètement effectué à Annelisa Gee ou à un tiers pour son bénéfice à un moment donné en décembre 2021.

Malgré une recherche diligente des relevés bancaires de Green Sapphire et des entités affiliées, y compris Terra Carta Partners, LLC, aucune preuve documentaire du paiement initial de 50 000 euros payable par Green Sapphire à Annelisa Gee « ce jour-là » en vertu des termes de l'accord de Transfert d'Actions n'a été retrouvée. Il semble que les 50 000 euros transférés à ou pour le bénéfice d'Annelisa Gee ont probablement été détournés de Green Sapphire, Terra Carta Partners, LLC ou de l'une des autres entités de la structure du Petro Carta Trust ou de la structure de l'Alpha Carta Trust, puis secrètement canalisés vers Annelisa Gee ou son ayant droit pour dissimuler la source, la propriété, le vol et l'utilisation des fonds.

Achat Secret : Basé sur mon examen des dossiers d'entreprise et commerciaux disponibles de Green Sapphire ainsi que des dossiers d'entreprise et commerciaux d'Access Management, S.A.S., et des courriels connexes obtenus d'Annelisa Gee depuis le 21 février 2024, j'ai confirmé que des associés de l'entreprise criminelle mentionnée ci-dessus ont causé à Green Sapphire Holdings, Inc. d'acheter secrètement toutes les actions d'Access Management S.A.S. à Annelisa Gee en décembre 2021. Cela a été fait sans autorisation du conseil d'administration de Green Sapphire ou par action de NorthSea, LLC, non en sa propre capacité mais uniquement en tant que fiduciaire du Petro Carta Trust, détenteur de toutes les actions du capital social de Green Sapphire, et sans divulgation aux BEU ou à tout autre intervenant.

Manipulation de Documents : Le 7 décembre 2021, Ryan Cicoski, en sa qualité de « Vice-Président » de Terra Carta Partners, LLC, a envoyé des copies des versions françaises d'un document de « Transfert d'Actions » et des « Procès-verbaux de l'assemblée générale extraordinaire des membres » — tous deux datés du 2 décembre 2021 — depuis une adresse e-mail de Terra Carta Partners, LLC à Annelisa Gee et à son avocate Laurence Beaurain. Ces documents semblent avoir été manipulés pour légitimer la transaction frauduleuse.

Documents Antidatés : J'ai découvert que les versions anglaises des mêmes documents sont datées du 5 novembre 2021, indiquant que les accords ont été formés avant décembre 2021. Le document de « Transfert d'Actions » daté du 5 novembre 2021 montre que Green Sapphire Holdings, Inc. a accepté d'acheter 100 actions d'Access Management S.A.S. à Annelisa Gee pour 100 000 euros. Ryan Cicoski a signé le document en tant que « représentant » de Green Sapphire Holdings, Inc. mais ne s'est pas identifié comme un cadre ou un directeur de Green Sapphire Holdings, Inc. J'ai également découvert une version française de l'accord de Transfert d'Actions datée du 5 novembre 2021, exécutée par Ryan Cicoski et Annelisa Gee.

Absence de Preuve de l'Autorité pour Représenter Green Sapphire :

Bien que l'accord de Transfert d'Actions identifie Ryan Cicoski comme un « représentant » de Green Sapphire, il ne l'identifie pas comme un cadre ou un directeur de Green Sapphire au moment où il a exécuté et délivré l'accord. Malgré des recherches diligentes, je n'ai pas été en mesure d'identifier des dossiers d'entreprise ou d'autres preuves documentaires établissant que Ryan Cicoski avait l'autorité réelle pour signer l'accord en tant que représentant de Green Sapphire ou qu'il a été dûment autorisé à agir en tant que « représentant » de Green Sapphire dans le cadre de l'accord de Transfert d'Actions.

Notamment, de début 2019 jusqu'au moins le 13 août 2021, Nathan Smith était le seul directeur de Green Sapphire. Basé sur les preuves documentaires disponibles, je crois que Ryan Cicoski n'avait pas l'autorité pour signer, au nom de Green Sapphire, la version française du document de « Transfert d'Actions » qu'il a secrètement remis à Annelisa Gee et à son avocate le 7 décembre 2021.

L'absence de documentation établissant l'autorité réelle de Ryan Cicoski, ainsi que le secret et la dissimulation de NorthSea, LLC, non en sa propre capacité mais uniquement en tant que fiduciaire du Petro Carta Trust et les BEU de la prétendue formation de l'accord de Transfert d'Actions entre Green Sapphire et Annelisa Gee, soutiennent une inférence que Ryan Cicoski manquait d'autorité pour signer l'accord de Transfert d'Actions en tant que représentant de Green Sapphire.

Absence de Raison Commerciale Légitime :

Il n'y avait aucune raison commerciale légitime pour que Green Sapphire Holdings, Inc. accepte secrètement d'acheter 100% des actions d'Access Management S.A.S. à Annelisa Gee pour 100 000 euros ou pour dissimuler comment le paiement initial de 50 000 euros a été livré à Annelisa Gee ou à son ayant droit. Une transaction de ce type pour une entité détenue par un Trust comme le Petro Carta Trust, avec un objectif commercial légitime, se fait généralement avec le consentement éclairé du fiduciaire et/ou des BEU et fait l'objet d'une action dûment prise lors d'une réunion du conseil d'administration dûment convoquée et réunie dans le but de considérer une telle transaction.

Le fait que Green Sapphire ait conclu cet accord de « Transfert d'Actions » par l'intermédiaire de Ryan Cicoski en tant que prétendu « représentant » sans le divulguer à NorthSea, LLC en sa qualité de fiduciaire du Petro Carta Trust ou aux BEUs et sans l'approbation expresse par action écrite contemporaine du fiduciaire du Petro Carta Trust en tant qu'unique actionnaire de Green Sapphire ou du conseil d'administration de Green Sapphire, surtout compte tenu du fait que le paiement initial de 50 000 euros à Annelisa Gee ou à un tiers a été dissimulé, sont des indicateurs classiques de fraude.

Ces faits soutiennent une inférence que la formation de l'accord de Transfert d'Actions et les paiements effectués à Annelisa Gee et/ou à son ayant droit étaient des actes manifestes en vue d'une conspiration visant à commettre un vol du Bien de Saint-Barth par faux semblants et à détourner les fonds appartenant à Green Sapphire qui ont été utilisés pour effectuer des paiements à Annelisa Gee et/ou à son ayant droit.

Sous-Schème 2 : Propriétés de Saint-Barthélemy (Saint-Barth)

Résumé : J'ai découvert que les conspirateurs ont élaboré un plan pour voler la propriété de Saint-Barth, estimée à une valeur marchande d'environ 30 millions de dollars. Ils ont secrètement fait en sorte que Green Sapphire transfère tous ses droits, titres et intérêts dans la propriété de Saint-Barth à Access Management S.A.S. en mars 2022, en contrepartie de 839 749 actions supplémentaires d'Access Management S.A.S.

Par la suite, ils ont prétendu faire obtenir à Green Sapphire un faux prêt de 10 millions de dollars en échange d'un billet à ordre censément signé par Green Sapphire et payable à Global Capital Partners en date du 16 février 2023, qui aurait prétendument témoigné d'une dette inexistante. Malgré des recherches minutieuses, je n'ai pas pu

découvrir de preuves que Global Capital Partners, LLC ait réellement versé de l'argent à Green Sapphire en contrepartie du billet à ordre daté du 16 février 2023. Un avocat de Green Sapphire a à plusieurs reprises demandé à Charles Mack de produire tous les documents relatifs à tout transfert d'argent qui aurait été fait par Global Capital Partners, LLC au bénéfice de Green Sapphire, y compris les relevés de transfert bancaire. Charles Mack a refusé de produire de tels documents. Le paiement de la dette fictive attestée par le billet à ordre daté du 16 février 2023 était censément garanti par un gage sur les actions d'une société de Floride nommée Access Management S.A.S., Inc. conformément à un accord de gage et de sûreté daté du 16 février 2023, et par une hypothèque sur la propriété de Saint-Barth accordée par la société de Floride nommée Access Management S.A.S., Inc., le tout à l'insu des victimes.

Green Sapphire n'a pas remboursé la dette fictive attestée par le billet à ordre daté du 16 février 2023 à son échéance. Ce prétendu « défaut » a permis à Global Capital Partners, LLC de créer l'apparence trompeuse qu'ils avaient pris possession de toutes les actions de la société de Floride nommée Access Management S.A.S., Inc. en règlement de la dette fictive censément attestée par le billet à ordre daté du 16 février 2023, en appliquant leurs droits imaginaires en vertu d'un accord de gage et de sûreté daté du 16 février 2023. Par la suite, ils ont faussement prétendu être propriétaires de l'entité qui possède la propriété de Saint-Barth.

Le faux contrat de prêt et de sûreté daté du 2 février 2023 (tel qu'amendé par le premier amendement au contrat de prêt et de sûreté daté du 16 février 2023, par lequel Green Sapphire aurait convenu d'emprunter 10 millions de dollars et de donner en garantie ses 839 849 actions d'Access Management S.A.S. conformément à un accord de gage et de sûreté daté du 16 février 2023, et par lequel Access Management, S.A.S. aurait convenu de donner en hypothèque la propriété de Saint-Barth en garantie supplémentaire du paiement de la dette de Green Sapphire) identifiait le prêteur comme une société à responsabilité limitée du Delaware nommée Global Capital Partners, LLC.

Le 3 février 2023, plusieurs des co-conspirateurs, y compris Ryan Cicoski, Charles Mack et Dustin Springett, ont simultanément créé une société de Floride nommée Access Management S.A.S., Inc. et une société des îles Caïmans nommée Access Management S.A.S., Inc. qui utilise également le nom Access Management S.A.S., Ltd.

Au 15 décembre 2023, Global Capital Partners, LLC avait prétendument pris possession de toutes les actions de la société de Floride nommée Access Management S.A.S., Inc. en règlement de la dette censément due à Global Capital Partners, LLC par Green Sapphire, attestée par un billet à ordre daté du 16 février 2023. Global Capital Partners, LLC a déposé des articles amendés d'incorporation auprès du secrétaire d'État de la Floride, identifiant Global Capital Partners, LLC comme l'unique actionnaire de la société de Floride nommée Access Management S.A.S., Inc. et nommant Dustin Springett comme unique directeur de la société de Floride nommée Access Management S.A.S., Inc.

Notamment, l'entité française nommée Access Management S.A.S. n'a jamais été dissoute conformément au droit français applicable et reste toujours le propriétaire enregistré de la propriété de Saint-Barth.

Détails du Schéma :

Structure de la Fiducie Petro Carta : J'ai confirmé qu'à tout moment pertinent, NorthSea, LLC, non pas en sa propre capacité mais uniquement en tant que Fiduciaire du Trust Petro Carta, était l'unique actionnaire de Green Sapphire Holdings, Inc., anciennement nommé Organic Fuels Holdings, Inc., qui a acquis la propriété de Saint-Barth au début de l'année 2019.

En décembre 2021, suite à l'achat secret de 100 actions détenues par Annelisa Gee pour un prix de 100 000 euros orchestré par Ryan Cicoski et un ou plusieurs de ses co-conspirateurs agissant sans autorité dûment accordée par le Fiduciaire du Trust Petro Carta, Green Sapphire Holdings, Inc. est devenu l'unique actionnaire d'une société française nommée Access Management S.A.S.

Transfert non autorisé de trois parcelles de biens immobiliers à Saint-Barth : Vers le 22 mars 2022, Ryan Cicoski, agissant à nouveau sans autorité, a exécuté en présence d'un notaire public à Chicago, Illinois, et a livré à Saint-Barth, un document de procuration censé autoriser d'autres personnes à augmenter le capital social d'Access Management S.A.S. à 839 850 actions.

Par la suite, Ryan Cicoski, sans informer l'autre directeur de Green Sapphire (Paul Wolfe) et sans être dûment autorisé par le Conseil d'Administration de Green Sapphire, a fait en sorte que Green Sapphire transfère tous ses droits, titres et intérêts dans la propriété de Saint-Barth à Access Management S.A.S. en échange de 839 749 actions supplémentaires d'Access Management S.A.S., et a fait en sorte qu'Access Management S.A.S. émette une action (action numéro 1) à Annelisa Gee.

Vol des actions d'Access Management S.A.S. : Après mars 2022, Access Management S.A.S. détenait le titre juridique de la propriété de Saint-Barth, permettant ainsi aux conspirateurs de prendre le contrôle de la propriété de Saint-Barth en acquérant les actions d'Access Management S.A.S. Ils visaient à voler les 839 849 actions d'Access Management S.A.S. détenues par Green Sapphire par des faux-semblants et de la fraude, y compris un Accord de Prêt et de Sécurité fictif de 10 millions de dollars entre Green Sapphire Holdings, Inc. et Global Capital Partners, LLC, et un accord de nantissement d'actions connexe qui aurait pu créer un intérêt de sécurité dans l'intérêt de Green Sapphire dans les 839 849 actions d'Access Management S.A.S. en vertu de la loi française applicable. Cependant, les conspirateurs ont ensuite décidé de transformer Access Management S.A.S. en une société floridienne nommée Access Management S.A.S., Inc. et de chercher à obtenir un intérêt de sécurité dans l'intérêt de Green Sapphire, le cas échéant, dans l'action de la société floridienne nommée Access Management S.A.S., Inc. conformément à la loi applicable du Delaware.

Suite au dépôt des Articles de Domiciliation signés par Ryan Cicoski auprès du Secrétaire d'État de Floride le 3 février 2023, selon des informations et des croyances, Charles Mack a rédigé un Accord de Gage et de Sécurité daté du 16 février 2023 qui prétendait accorder un intérêt de sécurité en vertu du Code de Commerce Uniforme promulgué par l'État du Delaware dans l'intérêt de Green Sapphire, le cas échéant, dans toutes les actions de la société floridienne nommée Access Management S.A.S., Inc. Notamment, selon des informations et des croyances, Green Sapphire n'a jamais mis en gage son intérêt dans les 839 849 actions de la société française nommée Access Management S.A.S. pour garantir le paiement de toute dette qu'elle aurait prétendument due à Global Capital Partners, LLC. Selon des informations et des croyances supplémentaires, Annelisa Gee n'a jamais accordé un intérêt de sécurité sur son action unique (action numéro 1) d'Access Management S.A.S. à Global Capital Partners, LLC et elle n'a jamais vendu son intérêt dans cette action unique à Green Sapphire ou à toute autre personne.

Accord de prêt frauduleux Les conspirateurs ont initialement travaillé avec un avocat français pour organiser un accord de prêt et un Accord de Nantissement d'Actions par lequel Green Sapphire Holdings, Inc. mettrait en gage son intérêt dans 839 849 actions d'Access Management S.A.S. (conformément à la loi française applicable) à Global Capital Partners, LLC. Ce stratagème incluait la fabrication de documents et de signatures pour créer l'illusion d'une transaction de prêt sécurisée légitime.

Domestication Illégale Lorsque les conspirateurs ont découvert que plusieurs démarches publiques étaient nécessaires en vertu de la loi française pour leur permettre de prendre possession des 839 849 actions par l'application de l'Accord de Nantissement d'Actions en vertu de la loi française applicable, ils ont modifié leur plan pour voler les actions d'Access Management S.A.S. par de faux-semblants en tentant de domicilier Access Management S.A.S. en tant que société floridienne nommée Access Management S.A.S., Inc.

Lorsque la dette fictive attestée par un billet à ordre daté du 16 février 2023 est arrivée à échéance le 16 juin 2023, les conspirateurs ont fait en sorte que Green Sapphire conclue un accord prolongeant la date d'échéance jusqu'en octobre 2023 en échange de certains frais.

Par la suite, selon des informations et des croyances, les co-conspirateurs ont fait en sorte que Green Sapphire conclue un « Accord de Cession Volontaire » collusif ou l'équivalent fonctionnel par lequel la propriété de toutes les actions de la société floridienne nommée Access Management S.A.S., Inc. a été transférée à Global Capital Partners, LLC en pleine satisfaction de la dette attestée par le billet à ordre daté du 16 février 2023. L'Accord de Prêt et de Sécurité fictif daté du 2 février 2023, tel qu'amendé par le Premier Amendement à l'Accord de Prêt daté du 16 février 2023, et la dette fictive attestée par le billet à ordre daté du 16 février 2023 étaient des éléments essentiels de ce schéma visant à acquérir la propriété de toutes les actions d'Access Management S.A.S., Inc. afin d'obtenir la domination et le contrôle de la propriété de Saint-Barth.

Par la suite, Access Management S.A.S., Inc., par l'intermédiaire de Dustin Springett, a commencé à prétendre qu'Access Management S.A.S., Inc. était le propriétaire légal de la propriété de Saint-Barth et a interféré de manière tortueuse avec les relations contractuelles de Green Sapphire et d'Access Management S.A.S. Cela a été fait sans la connaissance ou le consentement de Paul Wolfe, en sa qualité de l'un des deux directeurs de Green Sapphire (l'autre directeur étant Ryan Cicoski), ou de Mark Azzopardi, en sa qualité de l'un des deux directeurs du Fiduciaire du Trust Petro Carta (l'autre directeur étant Ryan Cicoski), ou des BEU.

Détournement d'Actifs Le schéma s'est arrêté lorsque les conspirateurs ont appris que l'approche de domestication avait échoué et n'était pas suffisante en vertu de la loi française applicable aux sociétés pour automatiquement entraîner la dissolution d'Access Management S.A.S. ou pour transformer la société floridienne nommée Access Management S.A.S., Inc. en propriétaire enregistré de la propriété de Saint-Barth.

Malgré cet échec, les co-conspirateurs ont continué à détourner l'identité d'Access Management S.A.S. et à manipuler des documents dans un effort continu pour vendre la propriété de Saint-Barth à un acheteur non informé de la conspiration susmentionnée visant à voler la propriété de Saint-Barth par de faux-semblants et à exercer illégalement la domination et le contrôle sur la propriété de Saint-Barth, privant ainsi le propriétaire légitime et ses actionnaires, y compris Green Sapphire et les BEU, du droit d'utiliser et de jouir de la propriété de Saint-Barth.

Points Clés

- **Structure Corporative :**

- NorthSea, LLC était le seul fiduciaire du Trust Petro Carta.
- NorthSea, LLC, non en sa propre capacité mais uniquement en tant que Fiduciaire du Trust Petro Carta, était l'unique actionnaire de Green Sapphire Holdings, Inc.
- Green Sapphire est secrètement devenu l'unique actionnaire d'Access Management S.A.S. en décembre 2021 dans une transaction qui n'a pas été dûment autorisée par son Conseil d'Administration ou son unique actionnaire (NorthSea, LLC en sa qualité de Fiduciaire du Trust Petro Carta). Le 31 janvier 2022, Paul Wolfe a été dûment nommé l'un des deux directeurs de Green Sapphire, l'autre directeur étant Ryan Cicoski.
- Lors de sa nomination au Conseil d'Administration de Green Sapphire le 31 janvier 2022, Paul Wolfe n'a pas été informé par Ryan Cicoski que Green Sapphire avait secrètement conclu un accord de transfert d'actions avec Annelisa Gee selon lequel il avait payé 50 000 euros en décembre 2021 et avait viré 11 916,10 dollars (équivalent à 10 000 euros) à Annelisa Gee le 14 janvier 2022. Ryan Cicoski n'a pas non plus informé Paul Wolfe que Green Sapphire était apparemment redevable de payer à Annelisa Gee un montant supplémentaire de 40 000 euros en versements au cours des huit mois suivants de 2022.

- **Propriétés de Saint-Barth :**

- Au 31 janvier 2022, lorsque Paul Wolfe a été nommé directeur, Green Sapphire était le propriétaire de la propriété de Saint-Barth, qui est composée de trois parcelles de biens immobiliers à Saint-Barthélemy (une villa et deux lots constructibles en bord de mer) d'une valeur estimée à 30 millions de dollars.
- Selon des informations et des croyances, début mars 2022, Green Sapphire était propriétaire de toutes les 100 actions d'Access Management S.A.S. alors émises et en circulation.

En mars 2022, Ryan Cicoski, secrètement et sans préavis à Paul Wolfe en tant qu'autre directeur de Green Sapphire et sans être dûment autorisé par le Conseil d'Administration de NorthSea, LLC en sa qualité de Fiduciaire du Trust Petro Carta en tant qu'unique actionnaire de Green Sapphire, a fait en sorte que Green Sapphire fasse augmenter le capital social d'Access Management S.A.S. et a fait en sorte que Green Sapphire transfère son intérêt dans la propriété de Saint-Barth à Access Management S.A.S. Dans le cadre de ces transactions, Access Management S.A.S. a émis une action (action numéro un) à Annelisa Gee. En échange du transfert de son intérêt dans la propriété de Saint-Barth, Green Sapphire a acquis 839 749 actions supplémentaires d'Access Management S.A.S. de sorte qu'après la réalisation de ces transactions, Green Sapphire possédait 839 849 actions d'Access Management S.A.S. et Annelisa Gee possédait 1 action d'Access Management S.A.S.

- **NorthSea, LLC :**

- NorthSea, LLC a été organisée en tant que société à responsabilité limitée en vertu des lois de l'État du Wyoming vers le 15 mai 2021. Depuis sa création, elle avait deux directeurs : Ryan Cicoski et Mark Azzopardi.

- **Escalade du Schème :**

- Vers le 9 septembre 2022, Charles Mack et/ou Robert Brownell ont organisé une société à responsabilité limitée du Delaware nommée Global Capital Partners, LLC dans le cadre d'une conspiration visant à voler la propriété de Saint-Barthélemy par des moyens de fausses prétentions et/ou de fraude.
- Le 19 décembre 2022, Mack a entamé une discussion par courriel avec l'avocat français Charles-Hubert Vanoverberghe.
- Selon les informations disponibles, Mack a révélé les objectifs prédateurs de prêt-à-possession du « prêteur » en expliquant la structure de la transaction proposée par laquelle Global Capital Partners, LLC accepterait de faire un prêt de 10 millions de dollars à Green Sapphire, le paiement de ce prêt étant garanti, entre autres, par un gage des actions de Green Sapphire dans Access Management S.A.S..
- Cela visait à permettre au prêteur/créancier de prendre rapidement une domination et un contrôle complets sur la propriété de Saint-Barthélemy en appliquant immédiatement l'accord de gage des actions et en prenant

possession de toutes les actions d'Access Management S.A.S. dès que l'emprunteur ne rembourserait pas la dette garantie par le gage des actions à son échéance.

- Le 20 décembre 2022, Brownell (utilisant l'alias Robert Bigelow) a signé une lettre de mission ostensiblement en tant que représentant de Green Sapphire, engageant Vanoverberghe en tant qu'avocat pour Green Sapphire afin de fournir des conseils juridiques concernant le droit français sur l'application de l'accord de gage des actions.
- Brownell a également aidé Mack à rédiger et réviser un accord de gage des actions et des documents transactionnels connexes au bénéfice du prétendu « prêteur ». Brownell n'était pas un représentant autorisé de Green Sapphire et n'avait aucune autorité pour exécuter et remettre l'accord de mission à Vanoverberghe.

- **Création des Documents de Transaction :**

- Vanoverberghe a rédigé plusieurs documents, dont un « Mandat de Représentation » et un « Contrat de Gage de Compte de Titres Financiers » daté du 27 janvier 2023. Ces documents identifiaient le prêteur comme étant Global Capital Partners LLC, une société à responsabilité limitée du Delaware dissoute (enregistrée le 31 août 2005 et annulée le 1er juin 2010).
- Les registres commerciaux que j'ai analysés comprenaient un document intitulé « Facture » daté du 4 février 2023, adressé par le « Mack Law Group » à Terra Carta Partners, LLC. L'en-tête marqué de manière significative « Affaire : Projet Saint-Barth » figurait en première page. Le montant de la facture était de 20 850,00 \$, comprenant quatre pages d'entrées décrivant des services résumés comme « services juridiques associés aux propriétés à Saint-Barth ».
- La facture contenait plus de 10 entrées décrivant des communications téléphoniques avec Nathan Smith et Brownell (identifié comme « Robert Bigelow ») et la rédaction de courriels connexes. La facture incluait également une entrée pour le temps passé le 4 janvier 2023, décrit comme « révision et modification des documents de prêt pour le prêt de BNW à Green Sapphire Holdings » et une entrée pour des services le 25 janvier 2023 décrit comme « rédaction de documents de prêt pour Global Capital Partners ». J'ai également examiné le document intitulé « Facture » que le Mack Law Group a prétendument émis à Terra Carta Partners, LLC daté du 4 mars 2023 qui prétendait demander le paiement de certains « honoraires d'avocat » relatifs à une affaire décrite comme « Projets Saint-Barth ». L'entrée pour le 3 février 2023 a facturé 2,20 heures pour une variété de services, y compris des services décrits comme « examen de l'accord concernant Rockwater ». L'entrée pour le 16 février 2023 a facturé 2,20 heures pour des services décrits comme « Conférence téléphonique concernant l'état du prêt ; appels téléphoniques avec Robert Bigelow ; rédaction d'e-mails à l'avocat du prêteur ; rédaction d'un accord d'option ».
- Sur information et croyance, l'entité identifiée dans l'entrée de facturation susmentionnée du 3 février 2023 pour des services décrits comme « eau de

roche » est une société exemptée des îles Caïmans nommée « Rockwater Capital, Ltd. » qui a été organisée par Smith le 14 janvier 2022, peu de temps après la résiliation de son emploi en tant que directeur financier de 60 Degrees Group SEZC, Ltd. Sur de plus amples informations et croyances, Smith a enregistré Rockwater Capital, Ltd. auprès de l'Autorité monétaire des îles Caïmans le 30 janvier 2023, juste 4 jours avant que Mack ne passe du temps sur une tâche qu'il a décrite comme « Examen de l'accord concernant Rockwater ». Il semble que, par le biais de l'« accord d'option » identifié dans l'entrée de facturation de Mack pour le 16 février 2023, Smith et/ou Rockwater Capital, Ltd. aient acquis une sorte d'intérêt dans la propriété à Saint-Barthélemy pouvant être revendiqué comme un actif de Rockwater Capital, Ltd. ou d'une firme de gestion alternative associée. Notamment, dans une publication sur le site web de Rockwater Capital, Ltd., j'ai lu une entrée intitulée « À propos de Rockwater », qui indiquait en partie pertinente ce qui suit : **« Le capital de nos partenaires est co-investi aux côtés du vôtre, créant une relation symbiotique qui met en évidence notre confiance dans les opportunités que nous présentons. Cette approche nous pousse à respecter les normes les plus élevées de diligence raisonnable et de performance, et garantit que nous sommes pleinement investis dans le succès de chaque entreprise ».**

- Ces entrées indiquent que Mack, Smith, Rockwater Capital, Ltd., et Brownell étaient les architectes de la transaction frauduleuse d'accord de prêt garanti, qui n'était rien d'autre qu'un artifice pour voler la propriété de Saint-Barthélemy par des fausses prétentions, et que Mack a rédigé les documents de prêt pour le bénéfice du prétendu « prêteur ».
- Des exemples incluent :
 - 4 janvier 2023 : 4,90 heures facturées pour des services juridiques décrits comme « Appel téléphonique avec Robert Bigelow et Nathan Smith. Rédaction d'e-mails à l'avocat français Charles Hubert. Conférence téléphonique avec Robert Bigelow, Nathan Smith, Charles Hubert et Jeremy Strickland. Appels téléphoniques avec Robert Bigelow. Révision et modification des documents de prêt pour le prêt de BNW à Green Sapphire Holdings. Révision et modification des documents de prêt pour le prêt de Jeremy Strickland à BNW. Rédaction d'e-mails à Smith ».
 - 10 janvier 2023 : 1,30 heures facturées pour des services décrits comme « Appels téléphoniques avec Robert Bigelow. Rédaction d'e-mails au Notaire. Examen du diagramme préparé par Smith. Rédaction d'e-mails à Smith ».
 - 11 janvier 2023 : 1,20 heures facturées pour des services décrits comme « Appel téléphonique avec Robert Bigelow et Nathan Smith. Appels téléphoniques avec Robert Bigelow. Rédaction d'e-mails à Nathan Smith ».
 - 13 janvier 2023 : 1,90 heures facturées pour des services juridiques décrits comme « Conférence téléphonique avec Robert Bigelow, Charles Hubert, Nathan Smith et Dustin Springett. Appels

téléphoniques avec Robert Bigelow. Rédaction d'e-mails au Notaire, rédaction d'e-mails à Charles Hubert, appel téléphonique avec Annalisa Gee ».

- 25 janvier 2023 : 3,30 heures facturées pour des services décrits comme « Appels téléphoniques avec Robert Bigelow et Nathan Smith. Rédaction de documents de prêt pour Global Capital Partners. Rédaction d'e-mails à Nathan Smith et Robert Bigelow. Rédaction d'un accord de frais et d'un accord de frais de garantie ».
- 26 janvier 2023 : 2,60 heures facturées pour des services décrits comme « Appels téléphoniques avec Robert Bigelow. Rédaction d'un accord de cession de participation. Rédaction d'un accord de partage des frais. Rédaction d'e-mails à Nathan Smith. Rédaction d'un accord de partage des frais. Rédaction d'un e-mail à Robert Bigelow. Appel téléphonique avec Nathan Smith. Rédaction d'un e-mail à Charles Hubert. Rédaction d'e-mails au Notaire.

Sur information et croyance, l'entrée du 26 janvier 2023 pour des services décrits comme « rédaction de l'accord de cession de participation » concernait un accord entre HighPoint SPV, Ltd. et BNW Family Office, LLC, par lequel HighPoint SPV, Ltd. a acquis 100 % des unités de participation de Global Capital Partners, LLC de BNW Family Office, LLC. HighPoint SPV, Ltd. est censée être une entité formée aux îles Caïmans autour du 27 janvier 2023, par l'associé de Smith et le partenaire commercial de Dustin Springett, Johannes S. de Jager, alias JS de Jager.

- Absents de manière notable étaient toute entrée décrivant des communications téléphoniques ou des correspondances par courriel entre Mack et Cicoski ou Wolfe dans leurs capacités respectives en tant que deux directeurs de Green Sapphire.

- **Accord de Prêt et de Sécurité :**

- Le 2 février 2023, Cicoski, sans aviser Wolfe en sa qualité d'autre directeur de Green Sapphire et sans être dûment autorisé par un vote affirmatif du conseil d'administration de Green Sapphire, a signé un Accord de Prêt et de Sécurité de 10 millions de dollars au nom de Green Sapphire Holdings, Inc. Cet accord exigeait que Green Sapphire Holdings, Inc. gage ses 839 849 actions d'Access Management S.A.S. pour garantir le paiement du prêt que Global Capital Partners, LLC avait accepté de faire selon les termes de l'Accord de Prêt et de Sécurité.
- Cicoski, en sa qualité de conseiller général de NorthSea, LLC agissant en tant que fiduciaire du Petro Carta Trust, avait précédemment incité Mark Azzopardi, l'un des directeurs de NorthSea, LLC, à signer un document intitulé « Consentement Unanime des Directeurs de Northsea LLC » le 29 janvier 2023.

- Ce document de « Consentement Unanime » prétendument autorisait Cicoski et Azzopardi, en tant que directeurs de NorthSea, LLC, à exécuter au nom de NorthSea, LLC ou de Green Sapphire Holdings, Inc. ou d'Access Management S.A.S. et à délivrer « tout engagement, billets, hypothèques, actes de fiducie, cessions de baux et revenus, accords de prêt, gages ou cessions ou autres garanties et à prendre de temps à autre toute autre mesure que Ryan Cicoski et Mark Azzopardi jugeront à leur discrétion nécessaire ou appropriée pour effectuer les transactions envisagées par tout document ou instrument ».
- Toutefois, ce « Consentement Unanime » daté du 29 janvier 2023 autorisait à la fois Cicoski et Azzopardi à exécuter et à délivrer certains documents de prêt et de sécurité, mais n'autorisait pas Cicoski SEUL à exécuter et à délivrer de tels accords de prêt et de sécurité.
- De plus, ce « Consentement Unanime » n'autorisait pas Cicoski à amener NorthSea, LLC en sa qualité de fiduciaire du Petro Carta Trust ou Green Sapphire ou toute autre personne à domestiquer Access Management S.A.S. en tant que société de droit floridien.
- Néanmoins, le 2 février 2023, Cicoski a signé des Articles de Domestication au nom d'Access Management et a dirigé Mack pour déposer ces Articles de Domestication auprès du Secrétaire d'État de la Floride. Il s'agit d'un autre acte manifeste de tromperie et de mauvaise foi visant à voler l'identité commerciale pour créer l'apparence fausse que la société de droit floridien dénommée Access Management S.A.S., Inc. était la même entité légale que la société française nommée Access Management S.A.S. dans le cadre du schéma conspiratif pour voler la propriété de Saint-Barthélemy par des moyens de fausses prétentions et de fraude.

Documents de Consentement Unanime :

- Le 16 février 2023, Cicoski a envoyé à Azzopardi un second document intitulé « Consentement Unanime des Directeurs de NorthSea, LLC », daté du « en date du » 15 février 2023. Cicoski a représenté que « L'attaché est un consentement que nous devons tous les deux signer pour domestiquer la société qui possède la propriété (Access Management) en Floride à des fins de juridiction. »
- Il est à noter que ce deuxième document de « Consentement Unanime » et le premier document de « Consentement Unanime » daté du 29 janvier 2023 que Cicoski a envoyé à Azzopardi et lui a demandé de signer, contenaient une clause préliminaire à la première page indiquant : « Considérant que Green Sapphire Holdings, Inc. est l'unique actionnaire d'Access Management S.A.S., une société française. »
- Cependant, il apparaît qu'au 15 février 2023 et jusqu'à aujourd'hui, Annelisa Gee était propriétaire d'une action d'Access Management S.A.S. (action numéro un). Par conséquent, je crois que la représentation de Cicoski selon laquelle Green Sapphire était l'unique actionnaire d'Access Management S.A.S. était fausse.

- Cela visait à induire Mark Azzopardi en erreur en lui faisant croire que Green Sapphire était l'unique actionnaire d'Access Management S.A.S. et à le pousser à se fier à cette fausse représentation et à signer la deuxième version du document, qui prétendait autoriser « la Société » (NorthSea, LLC) à domestiquer Access Management S.A.S. en tant que société de droit floridien dénommée Access Management S.A.S., Inc.
- Cicoski n'a pas identifié de motif d'affaires légitime pour une telle domestication d'Access Management S.A.S. en tant que société de droit floridien.
- Cicoski n'a pas non plus révélé à Azzopardi qu'au 2 février 2023, il avait signé des Articles de Domestication, que Charles Mack a déposés auprès du Secrétaire d'État de la Floride le 3 février 2023.
- Cicoski n'a pas expliqué à Azzopardi que bien que le Consentement Unanime daté du 29 janvier 2023 exigeait les signatures À LA FOIS de Cicoski et d'Azzopardi sur tout document jugé nécessaire ou approprié, la deuxième version du document de « Consentement Unanime » daté du 15 février 2023 prétendait autoriser Cicoski seul à exécuter des accords de prêt, des gages d'actions, des hypothèques ou d'autres instruments ou documents qu'il jugeait seul nécessaires ou appropriés.
- **Tentative de Domestication :**
 - Le 3 février 2023, Mack a déposé des Articles de Domestication auprès du Secrétaire d'État de la Floride dans le but de créer une société de droit floridien dénommée Access Management S.A.S., Inc. Le prêt que Global Capital Partners, LLC avait apparemment accepté de faire en vertu de l'Accord de Prêt et de Sécurité daté du 2 février 2023, était prévu pour échoir le 2 juin 2023. Il semble que les conspirateurs prévoyaient de faire « défaut » à Green Sapphire en ne payant pas les 10 millions de dollars plus les intérêts courus au taux de 30 % par an à compter du 2 février 2023 jusqu'au 2 juin 2023.
 - Selon les informations et croyances, entre le 2 février 2023 et le 16 février 2023, Cicoski a exécuté un autre ensemble de documents transactionnels, y compris mais sans s'y limiter un « Accord de Prêt et de Sécurité daté du 2 février 2023 tel que modifié par le Premier Amendement à l'Accord de Prêt et de Sécurité » daté du 16 février 2023, une lettre de change datée du 16 février 2023, un accord de gage et de sécurité daté du 16 février 2023 et une garantie de paiement exécutée par le Petro Carta Trust le 27 octobre 2014, en faveur de Global Capital Partners, datée du 2 février 2023, telle que modifiée par le Premier Amendement à la Garantie datée du 16 février 2023 (la « **Garantie Petro Carta** »). À ce jour, je n'ai pas pu obtenir de copies authentifiées de ces documents transactionnels, en particulier de l'instrument de lettre de change daté du 16 février 2023. Ma connaissance de ces documents est basée sur le calendrier de l'avis de l'avocat du cabinet Nelson Mullins Riley & Scarborough daté du 16 février 2016, qui a identifié ces documents transactionnels et fondé son avis juridique, en partie, sur leur analyse de ces documents transactionnels. Notamment, lorsque Cicoski a été interrogé par moi-même et d'autres le 13 février 2024, il n'a jamais mentionné

le Premier Amendement à l'Accord de Prêt et de Sécurité daté du 16 février 2023, la lettre de change datée du 16 février 2023 ou tout autre document transactionnel mentionné dans l'Avis de l'avocat susmentionné. Au lieu de cela, Cicoski a envoyé une copie de l'Accord de Prêt et de Sécurité daté du 2 février 2023 à l'un des avocats de Green Sapphire.

- Selon les informations et croyances, entre le 16 juin 2023 et le 15 décembre 2023, Cicoski, Mack et Dustin Springett ont arrangé pour que Green Sapphire transfère la propriété de sa totalité d'intérêt, le cas échéant, dans les actions de la société de droit floridien dénommée Access Management S.A.S., Inc. à Global Capital Partners conformément aux termes d'un accord secret de renonciation volontaire, collusif ou équivalent fonctionnel.
- Malgré une recherche diligente, je n'ai pas pu découvrir de preuve de toute vente publique ou privée des actions conformément aux dispositions de l'Article 9 du Code commercial uniforme (« UCC ») tel qu'adopté par l'État du Delaware des 1000 actions de la société de droit floridien dénommée Access Management S.A.S., Inc. qui étaient prétendument soumises à un intérêt de sûreté UCC Article 9 en faveur de Global Capital Partners, LLC.
- Le 15 décembre 2023, des Articles de Modification des Statuts d'Access Management S.A.S., Inc. ont été déposés auprès du Secrétaire d'État de la Floride, identifiant Global Capital Partners LLC comme l'unique actionnaire et Springett comme le seul directeur.

Sous-Schème 3 : La Campagne de Chuchotements de Susan Essex : Fraude et Diffamation Exposées

- **Résumé :** J'ai découvert que ce schéma impliquait l'utilisation d'une plainte civile frauduleuse ainsi que deux sites web sur lesquels une ou plusieurs personnes anonymes ont publié des informations fausses et trompeuses.
- L'intention était de diffamer, dénigrer et discréditer Paul Schroth Wolfe, directeur de plusieurs Entités à But Spécial (SPEs) appartenant aux Fiducies victimes, ainsi que plusieurs autres personnes associées à la Fiducie Petro Carta ou aux autres entités composant la Structure de la Fiducie Familiale.
- Je crois que les conspirateurs ont utilisé ces tactiques de doxing, de cyberintimidation et de harcèlement cybernétique pour détourner l'attention de leurs efforts continus visant à piller les actifs les plus précieux de la Structure de la Fiducie Familiale.
- Ils ont également visé à déstabiliser l'administration des Fiducies dans la Structure de la Fiducie Familiale et à insulter, blesser et mettre intentionnellement Wolfe et d'autres personnes, y compris ses membres de famille, dans la crainte raisonnable d'un contact physique nocif ou offensant par les opérateurs du site web ou des justiciers potentiels incités par les accusations inflammatoires, l'hyperbole et la rhétorique contenues dans les publications.
- Je crois que les conspirateurs ont également utilisé les publications sur les sites web pour créer une fausse impression de détresse financière ou d'insolvabilité imminente des entités dans la Structure de la Fiducie Familiale, afin d'inciter des tiers à agir contre les intérêts des victimes. Cela incluait l'incitation à participer à

des ventes à des prix très inférieurs à la juste valeur marchande, à organiser ou à faire des prêts usuraires avec des conditions commercialement déraisonnables, et à provoquer effectivement la vente forcée de biens détenus en fiducie pour le bénéfice des BEU à un prix considérablement réduit.

- J'ai observé que cette diffamation soigneusement orchestrée, cette désinformation, ce doxing, cette cyberintimidation et ce harcèlement cybernétique ont causé un stress psychologique et émotionnel indu à un grand groupe de victimes. Plus important encore, cela a permis aux auteurs de détourner l'attention et de dissimuler leurs crimes derrière de faux récits, une tromperie cybernétique et une « campagne de chuchotements ».
- Une « campagne de chuchotements » implique la propagation d'informations fausses et dommageables aux contreparties des entités dans la Structure de la Fiducie Familiale et à d'autres personnes associées à ces entités ou aux parties connexes par le biais de canaux non officiels. Souvent, cela se fait en utilisant des phrases telles que « vous ne l'avez pas entendu de moi, mais croyez-moi, il y a des problèmes—avez-vous vu le site web... ». Selon les informations et croyances, cette tactique a été employée par d'anciens initiés qui ont rejoint la conspiration pour piller les actifs de la Fiducie de la Famille pour créer une illusion de connaissance interne et de crédibilité, malgré des allégations entièrement fabriquées.
- Le but de cette campagne était de dissimuler les propres crimes des auteurs—tels que le vol, l'abus de confiance et le blanchiment d'argent—et de couvrir et de contrecarrer les enquêtes, influençant négativement les témoins et les jurés potentiels, obstruant ainsi la justice. Ces informations erronées ont non seulement exacerbé le traumatisme des victimes, mais ont également compromis leur capacité à rechercher la justice.

Détails du Schème :

1. Plainte Frauduleuse :

- **Détails de l'affaire :** La plainte frauduleuse, intitulée *Susan Essex c. Paul Schroth Wolfe* (n° d'affaire 2022LA000692), a été déposée devant le Tribunal de Circuit du Dix-Huitième District Judiciaire (Comté de DuPage, Illinois). La plainte alléguait une violation de contrat et des actes scandaleux de la part de Wolfe, prétendant qu'il avait engagé Essex pour des services sexuels en échange de paiements en espèces et d'une promesse d'emploi, qu'il aurait apparemment manquée de remplir.
- **Identité Volée :** La plainte utilisait une identité fictive pour le plaignant, indiquant une adresse appartenant à Sarah's Circle, un refuge pour femmes à Chicago, ainsi qu'un compte e-mail (susansex21@gmail.com) lié au défendeur Paul Schlieve via un e-mail de récupération (plschlieve@gmail.com).

2. Création et Promotion de Sites Web Faux :

- **Premier Site Web :** www.thaneritchiescams.com a été enregistré le 11 septembre 2023, et utilisé pour promouvoir de fausses allégations et diffamations supplémentaires sur Wolfe et les entités victimes.

- **Deuxième Site Web** : www.ritchiewolfescams.in a été enregistré le 9 janvier 2024, via Hostinger, UAB, une société basée en Lituanie. Il a poursuivi l'assaut sur le caractère des victimes après la découverte et la fermeture du premier site web.

3. Objectif et Impact :

- **Campagne de Diffamation** : Les sites web contenaient des informations personnellement identifiables sur Wolfe, encourageaient le harcèlement, et incluait des accusations inflammatoires contre lui, telles que celles le décrivant comme un prédateur sexuel et financier, et comme ayant violé ses obligations professionnelles.
- **Influence sur les Projets Immobiliers** : Ces actions ont convaincu les partenaires tiers des victimes de se retirer des transactions et/ou ont été utilisées comme prétexte pour des prêts usuraires et pour causer une réduction significative des valeurs marchandes actuelles des actifs détenus par les entités dans la Structure de la Fiducie Familiale. Selon les informations et croyances, ces actions ont été entreprises avec l'assistance substantielle et en connaissance de cause d'initiés, y compris Cicoski et Smith.

4. Actions et Preuves :

- En août 2022, une partie anonyme utilisant le pseudonyme « Susan Essex » a déposé une plainte contre Wolfe dans le comté de DuPage, Illinois (la « plainte de 2022 »). Cette plainte contenait des allégations diffamatoires, dénigrantes et calomnieuses, incluant des accusations d'activité criminelle et d'adultère.
- Le plaignant n'a entrepris aucune démarche pour signifier ou notifier Wolfe de l'affaire, ni n'a tenté de la poursuivre en justice. Le 31 octobre 2022, l'affaire a été rejetée pour défaut de poursuite, et le plaignant n'a fait aucune tentative pour la rétablir.
- En octobre 2023, une partie anonyme a publié la plainte de 2022 sur un site web (le « Premier Site Web ») enregistré le 11 septembre 2023, dédié à diffamer et harceler Wolfe ainsi que ses collègues. Ce site web contenait des informations personnellement identifiables, incluant son nom, numéro de téléphone, adresse domiciliaire et informations professionnelles.
- Le même adresse IP et numéro de téléphone utilisés pour enregistrer le compte e-mail à partir duquel la plainte de 2022 a été déposée ont également été utilisés pour maintenir le Premier Site Web, indiquant que la ou les mêmes personnes étaient responsables.
- Le 9 janvier 2024, six semaines après que le tribunal ait ordonné que l'affaire de 2022 soit scellée, un deuxième site web (le « Deuxième Site Web ») a été créé, hébergé en Lituanie, republiant la plainte de 2022. Le Premier Site Web a ensuite fait un lien vers le Deuxième Site Web.
- Les détails d'enregistrement du Premier Site Web ont révélé qu'il avait été enregistré par une personne utilisant le pseudonyme « David Xanthan » à une adresse qui était récemment la résidence de l'accusé Steven E. Looper, dont l'entreprise doit plus de 20 millions de dollars à Alpha Carta, Ltd.

- Looper et Schlieve, tous deux associés à la Structure de la Fiducie Familiale, ont participé à ces activités frauduleuses pour discréditer, diffamer et nuire à la réputation et aux relations commerciales de Wolfe.
- Le 6 juillet 2023, Wolfe a reçu une lettre anonyme reprenant des accusations infondées similaires à celles publiées sur les sites web. La lettre a été envoyée depuis un bureau de poste à Drexel, Caroline du Nord, près de l'adresse enregistrée d'Overall Builders, LLC, appartenant à Schlieve.
- De plus, les sites web contenaient des informations fausses et diffamatoires ciblant les collègues et associés commerciaux de Wolfe, causant un préjudice significatif à leur réputation et à leurs intérêts commerciaux.
- Ces actions des défendeurs faisaient partie d'un effort concerté pour harceler, intimider et diffamer Wolfe, sapant ainsi sa vie professionnelle et personnelle.

Chronologie des Événements :

1. **Mars 2022** : Cicoski, sans être dûment autorisé par une action corporative valide, a secrètement causé à Green Sapphire de transférer le titre de la Propriété de Saint-Barth à Access Management S.A.S. sans avis à Wolfe, qui était l'un des deux membres du conseil d'administration de Green Sapphire.
2. **1 août 2022** : La plainte frauduleuse (*Susan Essex c. Paul Schroth Wolfe*) a été déposée.
3. **31 octobre 2022** : L'affaire Essex a été rejetée pour défaut de poursuite.
4. **6 juillet 2023** : Wolfe a reçu une lettre anonyme contenant des accusations vicieuses et infondées, qui seront plus tard reprises dans les publications sur le premier site web.
5. **11 septembre 2023** : Le domaine du premier site web a été enregistré.
6. **Octobre 2023** : Le premier site web a publié la plainte frauduleuse.
7. **27 novembre 2023** : Wolfe a réussi à faire annuler le rejet et à sceller l'affaire.
8. **23 novembre 2023** : Cicoski a orchestré secrètement le retrait de Wolfe du conseil d'administration de Green Sapphire sans avis à Wolfe ou aux BEU de la Fiducie Petro Carta.
9. **Avant le 15 décembre 2023** : Cicoski a causé ou permis à Global Capital Partners, LLC de prendre possession des actions de la société floridienne nommée Access Management S.A.S., dans le cadre de la conspiration visant à voler la Propriété de Saint-Barth par des moyens frauduleux.
10. **3 janvier 2024** : L'affaire Essex a été à nouveau rejetée pour défaut de poursuite.
11. **9 janvier 2024** : Le domaine du deuxième site web a été enregistré, et la plainte y a été publiée.

Sous-Schème 4 : Auto-traitement, Détournement de Fonds et Fraude de Paie par Ryan Cicoski

Résumé : J'ai découvert des preuves substantielles et crédibles indiquant que le désir de Cicoski de participer aux schémas frauduleux et de mener la campagne de chuchotements contre Wolfe et les BEU était alimenté par son mécontentement concernant le montant de sa rémunération et par une cupidité ou une préoccupation excessive pour ses propres intérêts pécuniaires. En manipulant la paie et en s'engageant dans la dissimulation et d'autres actes frauduleux liés à des factures frauduleuses, des factures gonflées et des factures groupées soumises au paiement à Terra Carta Partners, LLC et/ou Green Sapphire – y compris des factures soumises par le Mack Law Group que Cicoski a arrangées avec les ex-délinquants Brownell et Stacey McHugh pour être initialement payées par un tiers, BNW Family Office, puis soumises au paiement à Terra Carta Partners par BNW Family Office, LLC en incluant une « charge de transaction » de 7 % – Cicoski s'est enrichi injustement ainsi que ses complices. Ces actions ont systématiquement détourné les actifs de la Structure de la Fiducie Familiale, laissant les BEU émotionnellement et financièrement dévastés.

Détails du Schème :

Augmentation de Salaire : En juin 2022, Cicoski, en tant que seul directeur de 60 Degrees Group SEZC, Ltd., a augmenté son salaire de 20 000 \$ par mois sans aucune évaluation de performance ni avis à toute personne désintéressée dans la Structure de la Fiducie Familiale ou les BEU. Je crois que cela constituait une violation de son devoir de loyauté (interdiction d'auto-traitement) et potentiellement une violation du devoir de diligence.

Fonctions de Conseiller Général : En tant que conseiller général de 60 Degrees Group SEZC, Ltd. et d'autres entités, Cicoski avait le devoir d'informer les fiduciaires des Fiducies dans la Structure de la Fiducie Familiale de sa décision unilatérale d'augmenter son salaire. Il a omis de notifier les BEU, violant ainsi ses devoirs fiduciaires.

Augmentation Additionnelle de Salaire : Le 1er janvier 2023, Cicoski a augmenté la rémunération de Stacey Mathis McHugh, agissant en tant que directrice financière par intérim de 60 Degrees Group SEZC, Ltd., passant de 190 000 \$ par an à 420 000 \$ par an, sans avis au seul actionnaire ou au fiduciaire de Prairie Trust II ou aux BEU.

Conspiration pour Voler la Propriété de Saint-Barth : Entre août 2021 et le 10 février 2024, Cicoski a conspiré avec Brownell, BNW Family Office, LLC, Smith, Mack, Springett, Access Management S.A.S., Inc., Access Management S.A.S. Ltd. et d'autres pour acquérir la propriété ou le contrôle de trois parcelles de biens immobiliers à Saint-Barthélemy par le biais de la fraude, de la violation du devoir fiduciaire, du vol et de la détournement de fonds dans un cadre fiduciaire.

Transaction Trompeuse : Le 4 janvier 2023, Cicoski a informé Azzopardi dans son rôle de directeur de NorthSea, LLC agissant en tant que fiduciaire de la Fiducie Petro Carta d'une « transaction accélérée pour le bénéfice de Green Sapphire et NorthSea », qui consisterait à obtenir un prêt auprès du Brownell Family Office, LLC, une entité

fictive exploitée par un condamné. La représentation de Cicoski selon laquelle cette transaction était « pour le bénéfice de Green Sapphire et NorthSea, LLC » était une représentation d'un fait matériel qui était fausse au moment où elle a été faite. Selon les informations et croyances, Cicoski savait, ou aurait dû savoir, que cette représentation d'un fait matériel était fausse au moment où elle a été faite. Sur les informations et croyances, Cicoski a intentionnellement fait cette fausse représentation d'un fait matériel à Azzopardi dans le but de l'inciter à signer et à livrer le document intitulé « Consentement Unanime des Directeurs de NorthSea, LLC » daté du 29 janvier 2023. Ainsi, il s'agissait d'une violation des devoirs fiduciaires que Cicoski devait, en tant que conseiller général et directeur, à la fois à Green Sapphire et à NorthSea, LLC, et potentiellement d'une fraude flagrante.

Accord de prêt frauduleux Le 29 janvier 2023, Cicoski a induit négligemment ou frauduleusement Azzopardi à signer un Consentement Unanime des Directeurs de NorthSea, LLC qui autorisait ostensiblement Cicoski et Azzopardi à signer tous les documents qu'ils jugeaient nécessaires ou appropriés pour effectuer un Accord de Prêt et de Sécurité de 10 millions de dollars entre Green Sapphire et Global Capital Partners, LLC, sans divulguer tous les faits matériels à Wolfe, qui était l'un des deux directeurs de Green Sapphire, et sans obtenir le vote affirmatif de la majorité des membres du conseil d'administration comme l'exigeaient les statuts de Green Sapphire.

Domestication non autorisée : Le 2 février 2023, Ryan Cicoski, sans autorisation appropriée de NorthSea, LLC, Green Sapphire, ou Access Management S.A.S., a signé les Articles de Domestication de Access Management S.A.S. et a instruit Mack de les déposer auprès du Secrétaire d'État de Floride. Cette action a enfreint ses devoirs fiduciaires envers Green Sapphire Holdings, Inc., NorthSea, LLC en tant que fiduciaire du Petro Carta Trust, et les Bénéficiaires Effectifs Ultimes (BEU) des biens détenus en fiducie par NorthSea, LLC.

Misrepresentation : Le 16 février 2023, Cicoski a sciemment adressé à Azzopardi un second document intitulé « Consentement unanime des administrateurs de NorthSea, LLC », dans lequel il a intentionnellement induit en erreur Azzopardi en affirmant à tort que Green Sapphire était « l'unique » actionnaire d'Access Management S.A.S. Cicoski a ainsi prétendu autoriser, seul, l'exécution de tous les documents qu'il jugeait nécessaires ou appropriés pour la transformation d'Access Management S.A.S. en une société de droit floridien.

Cette action constitue une violation supplémentaire des devoirs fiduciaires de Cicoski envers NorthSea, LLC en tant que fiduciaire du Trust Petro Carta et envers Green Sapphire, en présentant intentionnellement de fausses représentations de faits matériels. De plus, Cicoski a omis de divulguer à Azzopardi les différences substantielles entre le document de Consentement unanime daté du 15 février 2023 et celui que Azzopardi avait précédemment signé et remis à Cicoski le 29 janvier 2023. Cicoski avait indiqué que le document était nécessaire pour une « transaction accélérée au bénéfice de Green Sapphire et de NorthSea, LLC », alors qu'en réalité, il servait les intérêts de Global Capital Partners, LLC, BNW Family Office, LLC, Mack, Springett, JS

de Jager, Smith, Rockwater Capital, Ltd., HighPoint Ltd., et d'autres participants à une conspiration visant à voler la propriété de Saint-Barth par des prétentions frauduleuses et des tromperies.

À partir du 16 février 2023, ces co-conspirateurs étaient activement impliqués dans une conspiration visant à s'approprier la propriété de Saint-Barth au moyen de documents de prêt et de sécurité fictifs ainsi que d'autres tromperies et fraudes manifestes. La dissimulation de la véritable intention et des effets des documents de Consentement unanime que Cicoski a conseillé à Azzopardi de signer et de lui retourner met en lumière la nature coordonnée et frauduleuse de la conspiration.

Soumission de fausses factures et détournement de fonds de fiducie : Entre le 27 juillet 2023 et le 1er juillet 2023, Cicoski a détourné des fonds fiduciaires d'un montant de 520 000 dollars d'un compte IOLTA chez Chase Bank aux États-Unis, détenu au nom de The Patterson Law Firm, LLC (le « **Cabinet Patterson** »), au profit de clients liés à des family offices autres que Green Sapphire. Le 27 juillet 2023, Cicoski a envoyé un courriel à Tracy Rizzo du Cabinet Patterson avec pour objet « Règlement ». Dans ce courriel, Cicoski a déclaré, entre autres, « Veuillez virer 520 000 \$ depuis [censuré] vers le compte [censuré] ». Il s'agit du même compte que vous avez viré plus tôt ce mois-ci (confirmation de virement attachée) ainsi que les mois précédents. Comme d'habitude, tout est urgent. Si vous pouvez le faire demain, c'est parfait, mais dans ce cas, lundi (voire mardi) serait également acceptable. »

Le 28 juillet 2023, Rizzo a répondu à Cicoski par courriel en indiquant : « Vous devriez recevoir 500 000 \$ aujourd'hui et 20 000 \$ lundi. La banque ne m'a pas permis d'envoyer les 20 000 \$ aujourd'hui également, car notre limite quotidienne est de 500 000 \$. » Le 28 juillet 2023, des fonds immédiatement disponibles d'un montant de 500 000 \$ ont été débités d'un compte fiduciaire du Cabinet Patterson et transférés par Chase Bank aux États-Unis vers CIBC First Caribbean International Bank aux îles Caïmans (« **CIBC** ») pour créditer un compte avec un numéro se terminant par 8792 (« **CIBC Compte n° 8792** »). Green Sapphire n'avait aucun intérêt reconnu dans les fonds crédités sur le CIBC Compte n° 8792. Le 31 juillet 2023, des fonds immédiatement disponibles d'un montant de 20 000 \$ ont été débités d'un compte fiduciaire du Cabinet Patterson et transférés par Chase Bank aux États-Unis vers CIBC pour créditer le CIBC Compte n° 8792. Le 31 juillet 2023, Cicoski a envoyé un courriel à McHugh avec pour objet « Accord de services de directeur GSH & Première facture », auquel il a attaché une copie d'un document intitulé « Accord de services de directeur daté du 29 janvier 2023 » et une facture affirmant un droit au paiement de 520 000 \$ prétendument émis à Green Sapphire par une entité nommée « Gold Dragon Consulting Services, LLC. » Le corps de l'e-mail indiquait simplement « comme discuté ». Selon les informations et croyances, Cicoski et McHugh ont discuté d'un schéma de blanchiment d'argent par lequel McHugh aurait fait transiter des fonds pour un montant de 520 000 \$ récemment crédités sur le Compte CIBC n° 8792 à travers un autre compte à la CIBC, dans le but de dissimuler la source et l'utilisation des fonds provenant du compte de fiducie chez Chase Bank aux États-Unis, détenu au nom du cabinet d'avocats Patterson. Ces fonds auraient ensuite été transférés vers un compte

à la Maples Mark Bank aux États-Unis, détenu au nom de Green Sapphire, afin de permettre à Green Sapphire d'émettre un ordre de virement bancaire ordonnant à la Maples Mark Bank de transférer électroniquement des fonds immédiatement disponibles d'un montant de 520 000 \$ vers PNC Bank pour être crédités sur un compte détenu au nom de Gold Dragon Consulting, LLC.

Le 31 juillet 2023, une personne a donné instruction à la CIBC de débiter des fonds pour un montant de 520 000 \$ du Compte CIBC n° 8792 et de transférer ces fonds vers un autre compte à la CIBC détenu au nom d'Alpha Carta, Ltd. (« **Compte CIBC 104** »). Selon les informations et croyances, cette personne était McHugh ou quelqu'un agissant sous la direction de McHugh et/ou Cicoski.

Le 31 juillet 2023, une personne a émis un ordre de virement bancaire ordonnant à la CIBC de transférer électroniquement des fonds immédiatement disponibles d'un montant de 520 000 \$ débités du compte CIBC Acct. 104 d'Alpha Carta, Ltd. vers la Maples Mark Bank aux États-Unis, pour être crédités sur un compte de dépôt se terminant par le numéro 6805 détenu au nom de Green Sapphire (« **Compte Green Sapphire** »). La CIBC a rapidement exécuté cet ordre de virement bancaire. Selon les informations et croyances, cette personne était McHugh ou quelqu'un agissant sous la direction de McHugh et/ou Cicoski. Selon les informations et croyances, ni McHugh ni Cicoski n'ont informé Azzopardi, en sa qualité de seul administrateur d'Alpha Carta, Ltd., avant de faire débiter des fonds pour un montant de 520 000 \$ du compte CIBC Acct. 104 d'Alpha Carta, Ltd. le 31 juillet 2023. Il est à noter que le solde final du Compte Green Sapphire à la clôture des opérations le 31 juillet 2023, après avoir pris en compte le crédit des fonds pour un montant de 520 000 \$ reçus d'Alpha Carta, Ltd. le 31 juillet 2023 [TRN : P202307310116884], s'élevait à 593 239,09 \$. Ainsi, sans le transfert électronique entrant de fonds en provenance du compte CIBC Acct. 104 d'Alpha Carta, Ltd., Green Sapphire aurait disposé de fonds insuffisants le 1er août 2023 pour permettre à la Maples Mark Bank d'exécuter un ordre de virement bancaire ou pour le transfert de fonds immédiatement disponibles d'un montant de 520 000 \$ vers PNC Bank pour être crédités sur le compte Gold Dragon Acct.

Le 1er août 2023, une personne a émis un ordre de virement bancaire ordonnant à la Maples Mark Bank de transférer électroniquement des fonds immédiatement disponibles d'un montant de 520 000 \$ débités du Compte Green Sapphire vers PNC Bank, pour être crédités sur un compte de dépôt se terminant par le numéro 6438, détenu au nom de Gold Dragon Consulting, LLC (« **Compte Gold Dragon** »). Selon les informations et croyances, cette personne agissait sous la direction de Stacey McHugh, qui agissait à la demande de Ryan Cicoski dans le cadre d'un accord corrompu visant à détourner des fonds pour un montant de 520 000 \$ et à les livrer à une entité dénommée Gold Dragon Consulting, LLC dans l'intérêt de Ryan Cicoski. Selon les informations et croyances, à tout moment pertinent, Gold Dragon Consulting, LLC était détenue ou contrôlée par Ryan Cicoski. La Maples Mark Bank a promptement exécuté l'ordre de virement bancaire ordonnant le transfert électronique des fonds immédiatement disponibles du Compte Green Sapphire vers PNC Bank pour créditer le Compte Gold Dragon.

La facture émise par Gold Dragon, ainsi que l'e-mail envoyé par Cicoski à McHugh le 31 juillet 2023 indiquant « comme discuté », représentait en substance que Gold Dragon Consulting, LLC était prétendument en droit de recevoir des fonds immédiatement disponibles d'un montant de 520 000 \$ de la part de Green Sapphire, en lien avec le contrat de services de directeur joint entre Green Sapphire et Cicoski daté du 31 janvier 2023.

Détournement de fonds : En enquêtant sur la source des fonds utilisés pour effectuer le virement de 520 000 \$ vers Gold Dragon Consulting, LLC, j'ai identifié les transferts mentionnés ci-dessus de certains fonds de fiducie, sur lesquels Green Sapphire n'avait aucun intérêt reconnaissable en propriété, qui ont été systématiquement canalisés à travers plusieurs comptes entre le 28 juillet 2023 et le 31 juillet 2023, avant d'être crédités sur le compte Green Sapphire le 31 juillet 2023.

Selon les informations et croyances, ces virements bancaires ont été effectués dans le but de dissimuler la source, la propriété et l'utilisation des fonds que Cicoski a demandé à McHugh de faire livrer à PNC pour créditer un compte au nom de Gold Dragon Consulting, LLC le 1er août 2023.

Je suis d'avis que Cicoski a en outre violé ses devoirs fiduciaires envers Green Sapphire et Alpha Carta, Ltd., ainsi que plusieurs autres entités liées à des family offices, en détournant des fonds pour un montant de 520 000 \$ qui, à compter du 27 juillet 2023, étaient crédités sur un compte de fiducie IOLTA chez Chase Bank aux États-Unis, au nom du cabinet d'avocats Patterson, au bénéfice de certaines entités liées à des family offices autres que Green Sapphire, en blanchissant ces fonds avec l'assistance consciente et substantielle de McHugh, puis en faisant transférer ces fonds du Compte Green Sapphire vers le Compte Gold Dragon.

Résumé Court :

Événements Spécifiques et Transactions :

- **13 août 2021 :** Les conspirateurs, incluant Cicoski, Brownell et Smith, ont conclu un accord conspiratif dans le but de voler, par faux-semblants, la Propriété de Saint-Barth, alors détenue par Green Sapphire.
- **Décembre 2021 :** Cicoski a secrètement incité Green Sapphire à acheter des actions de Access Management S.A.S. pour 100 000 euros auprès d'Annelisa Gee sans autorisation ni divulgation appropriée à son unique actionnaire ou aux Bénéficiaires Effectifs de la propriété détenue en fiducie par NorthSea, LLC en tant que fiduciaire du Trust Petro Carta.
- **7 décembre 2021 :** Cicoski, avec ses co-conspirateurs, a manipulé et envoyé des documents rétrodatés relatifs à l'accord d'achat de toutes les actions de Access Management S.A.S. à Annelisa Gee et son avocat.
- **31 janvier 2023 :** Cicoski s'est livré à des opérations d'auto-traitement et à une violation de la confiance en faisant frauduleusement accepter à Green Sapphire de lui verser jusqu'à 1,2 million de dollars pour certains services de directeur, en

vertu d'un « Accord de Services de Directeurs » daté du 31 janvier 2023, non divulgué à NorthSea, LLC en tant que fiduciaire du Trust Petro Carta, unique actionnaire de Green Sapphire, avant son exécution par les directeurs de Green Sapphire.

- **2 et 16 février 2023** : Les conspirateurs ont signé un « Accord de Prêt et de Sécurité » de 10 millions de dollars avec Global Capital Partners, LLC, bien qu'aucun prêt n'ait jamais été effectivement accordé, et ont incité Green Sapphire à exécuter un « Accord de Nantissement et de Sécurité », servant de prétexte au vol des actions de Access Management S.A.S. par faux-semblants et autres actions illégales.
- **15 mars 2023** : Cicoski a rétrodaté des documents et trompé Azzopardi pour soutenir des activités frauduleuses.
- **Juillet et août 2023** : Cicoski a organisé le transfert de fonds de 520 000 dollars détenus en fiducie par le cabinet d'avocats Patterson pour le bénéfice d'entités autres que Green Sapphire vers une banque aux îles Caïmans, les a ensuite acheminés vers un autre compte bancaire aux îles Caïmans au nom d'une entité autre que Green Sapphire, puis les a transférés électroniquement vers une banque aux États-Unis pour créditer un compte détenu au nom de Green Sapphire. Cicoski a ensuite soumis une facture frauduleuse à McHugh de Gold Dragon Consulting, LLC pour le paiement de 520 000 dollars par Green Sapphire. McHugh a ordonné à un subordonné d'émettre un ordre de virement bancaire demandant à la banque de Green Sapphire de transférer électroniquement des fonds de 520 000 dollars à PNC Bank pour créditer un compte détenu au nom de Gold Dragon Consulting, LLC, entraînant ainsi la détournement ou l'abus de fonds de 520 000 dollars.

Actions Détaillées et Preuves - Exemples :

- **Preuve par Courriel** : 7 décembre 2021, courriel de Cicoski avec documents manipulés en pièce jointe.
- **Documents Antidatés** : 5 novembre 2021, accord « Transfert d'Actions » indiquant faussement l'achat de toutes les actions de Access Management S.A.S. pour 100 000 euros le 5 novembre 2021.
- **Actions Corporatives Non Autorisées** : 16 mars 2022, augmentation non autorisée du capital social et transfert de propriété en garantie de prêts frauduleux.
- **Document de Prêt Frauduleux** : 2 et 16 février 2023, « Accord de Prêt et de Sécurité » de 10 millions de dollars et un « Accord de Nantissement et de Sécurité » connexe daté du 16 février 2023 et des Articles de Domestication déposés auprès du Secrétaire d'État de la Floride le 3 février 2023 utilisés comme prétexte et artifice pour le vol par faux-semblants, incluant la tentative de domestication de Access Management S.A.S. en tant que société de la Floride nommée Access Management S.A.S., Inc.
- **Diffamation et Cyberintimidation** : 1er août 2022, plainte frauduleuse déposée ; 31 octobre 2022, affaire rejetée ; 11 septembre 2023, domaine du premier site web diffamatoire enregistré.

- **Détournement de fonds** : Juillet et août 2023, Cicoski, en tant que Conseiller Général, a organisé le transfert de fonds détenus en fiducie dans le compte IOLTA du cabinet Patterson Law Firm en Illinois pour le bénéfice d'entités autres que Green Sapphire à travers deux comptes aux îles Caïmans, puis vers un compte détenu au nom de Green Sapphire. Cicoski a ensuite soumis une facture frauduleuse de Gold Dragon Consulting, LLC pour le paiement de 520 000 dollars, soi-disant en vertu d'un prétendu accord entre Green Sapphire et Cicoski selon lequel ce dernier aurait droit à 1,2 million de dollars pour certains services qu'il aurait prétendument accepté de fournir en tant que directeur. Ensuite, Cicoski a incité McHugh à ordonner à son subordonné d'émettre un ordre de virement bancaire à la banque de Green Sapphire pour transférer immédiatement des fonds disponibles en montant de 520 000 dollars à PNC Bank pour créditer un compte détenu au nom de Gold Dragon Consulting, Inc., sans avis à NorthSea, LLC en tant que fiduciaire du Trst Petro Carta ou aux Bénéficiaires Effectifs.

Déclaration Sous Serment

Certification

Je certifie sous peine de parjure que ce qui précède est vrai et correct selon ma meilleure connaissance et croyance.

[Garrett Vail]
[Directeur, Green Sapphire Holdings, Inc.]
[Coordonnées]

Fait et signé devant moi ce ____ jour de _____, 2024.

[Nom du Notaire Public]

[Titre]

[Sceau]



Traduction No : 03/32515
Anglais-Français
22.06.2024

EXHIBIT 11



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

GLOBAL CAPITAL PARTNERS, LLC)	
and ACCESS MANAGEMENT, S.A.S.,)	
INC.,)	
Plaintiffs,) C.A. No. 2024-0877-JTL
v.)
GREEN SAPPHIRE HOLDINGS INC.,)	
Defendant.)
ALPHA CARTA, LTD.,)	
Third-Party Plaintiff,)
v.)
GREEN SAPPHIRE HOLDINGS INC.,)	
and GLOBAL CAPITAL PARTNERS)	
LLC,)
Third-Party Defendants.)

**PLAINTIFFS' REQUESTS FOR PRODUCTION
OF DOCUMENTS DIRECTED TO ALPHA CARTA, LTD.**

Pursuant to Court of Chancery Rules 26 and 34, Plaintiffs Global Capital Partners, LLC and Access Management, S.A.S., Inc., by and through their undersigned counsel, hereby propound the following requests for the production of documents (the "Requests" and each a "Request") upon Third-Party Plaintiff-Intervenor Alpha Carta, Ltd. Responses to these Requests should be served upon the undersigned counsel on or before April 14, 2025.

DEFINITIONS

1. “Action” shall mean the above-captioned action.
2. “You” or “Your” means Third-Party Plaintiff Alpha Carta, Ltd. and each of its direct and indirect beneficiaries, parents, subsidiaries, directors, officers, employees, and agents.
3. “Alpha Carta” means Third-Party Plaintiff Alpha Carta, Ltd. and each of its direct and indirect beneficiaries, parents, subsidiaries, directors, officers, employees, and agents.
4. “Global Capital” means Plaintiff Global Capital and each of its parents, subsidiaries, directors, officers, employees, and agents.
5. “Green Sapphire” means Defendant Green Sapphire Holdings, Inc. and each of its direct and indirect beneficiaries, parents, subsidiaries, directors, officers, employees, and agents.
6. “Tailwind” means non-party Tailwind Ltd.
7. “60 Degrees Group SECZ, Ltd.” means 60 Degrees Group SECZ, Ltd. and each of its direct and indirect beneficiaries, parents, subsidiaries, directors, officers, employees, and agents.
8. “Alpha Carta Complaint” means the Verified Complaint filed in this Action by you on March 28, 2025.

9. “Global Capital Loan” means the loan that Global Capital extended to Green Sapphire in the principal amount of \$11,000,000.

10. “Alpha Carta Note” means the alleged promissory note executed by Green Sapphire in favor of Alpha Carta described in Paragraph 163 of the Alpha Carta Complaint.

11. “Amendment to Alpha Carta Loan and Security Agreement” means the alleged agreement between Alpha Carta and Green Sapphire described in Paragraph 164 of the Alpha Carta Complaint.

12. “St. Barts Properties” means, individually and collectively, the villa and land in Plot AE 314 in Colombier and the land parcel in Plot AI 220 in Saint-Jean.

13. “Document” shall have the broadest meaning possible under the Court of Chancery Rules. Further, the word “document” is used in the broad sense and means written, typed, printed, electronically stored, recorded or graphic matter, however produced or reproduced of any kind and description, and whether an original, master, duplicate or copy, including but not limited to papers, notes of conversations, contracts, electronic mail, text messages, computer files, agreements, drawings, telegrams, tape recordings, communications, letters, memoranda, handwritten notes, reports, studies, working papers, corporate records, minutes of meetings (including but not limited to board or committee meetings), notebooks, bank deposit slips, bank checks, canceled checks, diaries, diary entries, appointment books, calendars,

photographs, transcriptions or sound recordings of any type of personal or telephone conversations or negotiations, notes or records of meetings or conferences, or things similar to any of the foregoing, and includes any data, information or statistics contained within any data storage modules, tapes, discs, or other memory device or other information retrievable from storage systems, including but not limited to computer-generated reports and print-outs. The word “document” also includes data compilations from which information can be obtained, and translated, if necessary, through detection devices in a reasonably usable form. If any document has been modified by the addition of notations or otherwise, or has been prepared in multiple copies which are not identical, each modified copy or non- identical copy is a separate “document.”

14. “Communication” shall mean any manner or means of disclosure, transfer, exchange or conveyance of information, including but not limited to any conversation, discussion, letter, memorandum, facsimile transmission, note, meeting, electronic mail, or other transfer of information, whether oral or written, or by any other means and includes any document that constitutes, abstracts, digests, transcribes or records any communication.

15. “Electronically stored” shall be afforded the broadest possible definition and shall include any information stored electronically, magnetically or optically, including (by way of example and not as an exclusive list): (a) digital

communications (*e.g.*, electronic mail, text messages, voice mail, instant messaging); (b) word processed documents (*e.g.*, Word or Word Perfect documents and drafts); (c) spreadsheets and tables (*e.g.*, Excel or Lotus 123 worksheets); (d) accounting application data (*e.g.*, Quickbooks or Money files); (e) image and facsimile files (*e.g.*, .pdf, .tiff, .jpg, .gif images); (f) sound recordings (*e.g.*, .wav and .mp3 files); (g) video and animation (*e.g.*, .avi and .mov files); (h) databases (*e.g.*, Access, Oracle, SAP, SQL server data); (i) contact and relationship management data (*e.g.*, Outlook); (j) calendar and diary application data (*e.g.*, Outlook .pst, blog tools); (k) online access data (*e.g.*, temporary internet files, history, cookies); (l) presentations (*e.g.*, PowerPoint); (m) network access and server activity logs; (n) project management application data; (o) computer aided design/drawing files; and (p) backup and archival files (*e.g.*, .zip).

16. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Requests documents and information that might otherwise be construed to be outside their scope; the singular shall include the plural and the plural shall include the singular except as the context may otherwise dictate; the term “any” means “any and all” and the term “all” means “any and all”; the past tense shall include the present tense, and vice versa; the use of the masculine includes the feminine, and the use of the feminine includes the masculine; and the word “including” means “including without limitation.”

17. “Refer,” “referring,” “relate” and “relating” shall be construed to include all documents that mention, describe, discuss, memorialize, concern, constitute, contain, evidence, reflect, depict, support, regard, consist of, relate to, or refer to, in any way, whether or not on the face of the document, directly or indirectly, the specified topic or topics.

18. “Person” shall include any individual, natural person, firm, partnership (limited or general), association, corporation, limited liability company, joint venture, or any other legal, business or governmental entity, organization or body of any type whatsoever.

INSTRUCTIONS

1. Each Request shall be responded to fully unless it is in good faith objected to. In the event of a good-faith objection, the reasons for such objection shall be stated with specificity. If an objection pertains only to a portion of a Request, or to a word, phrase, or clause contained in a Request, an objection to that portion only should be stated; a response to the remainder of the Request is required. If You claim any ambiguity in a Request, Definition, or Instruction, such claim shall not be utilized as a basis for refusing to respond, but You shall set forth as part of Your response the language deemed to be ambiguous and the interpretation used in responding to the Request.

2. Whenever a document is not produced in full or is produced in redacted form, state with particularity the reason or reasons it is not being produced in full and describe those portions of the document that are not being produced.

3. Documents produced in response to the Requests shall be produced as they are kept in the usual course of business. If multiple copies of a document were prepared or if additional copies were made after the original document was prepared, and if any such copies were not or are no longer identical by reason of subsequent notation or modification of any kind, including notations on the front or back of the document, such non-identical copies must be produced.

4. If any portion of a document is considered responsive to any Request, the Request shall be construed as requesting production of the entire document.

5. When responding to these Requests, furnish all information in Your possession, custody, or control.

6. Each Request shall be understood to include a request for all transmittal sheets, cover letters, exhibits, enclosures, and attachments to any responsive documents in addition to the responsive documents themselves without abbreviation or expurgation.

7. The original or one copy of each document should be produced. Any copy of a document that varies in any way from the original or from any other copy of the document, whether by reason of handwritten (or other) notation or any

omission, shall constitute a separate document that must be produced (regardless of whether the original of such document is within Your possession, custody, or control).

8. The Requests shall be deemed continuing, so as to require prompt amendment and supplementation in accordance with Court of Chancery Rule 26.

9. Unless otherwise stated, the relevant time period for the Requests is January 1, 2019, to July 1, 2024.

REQUESTS FOR PRODUCTION

1. All Documents and Communications concerning Global Capital, Tailwind, or the Global Capital Loan.

2. A complete set of Alpha Carta's accounting books and records for the period January 1, 2015 to the present, including its general ledger and any QuickBooks data.

3. All Documents and Communications concerning the Alpha Carta Note, including without limitation the negotiation, drafting, and execution thereof.

4. All Documents and Communications concerning the Amendment to Alpha Carta Loan and Security Agreement, including without limitation the negotiation, drafting, and execution thereof.

5. All Documents and Communications concerning any other alleged loans extended by Alpha Carta to Green Sapphire, including but not limited to the loans referenced in Paragraphs 164 and 165 of the Alpha Carta Complaint.

6. All Documents and Communications concerning any sum of money transferred from Alpha Carta to Green Sapphire or from Green Sapphire to Alpha Carta.

7. All Documents and Communications concerning Green Sapphire.

8. All Documents and Communications concerning the St. Barts Properties.

9. All Documents and Communications concerning Ryan Cicoski, including but not limited to all Communications to and from Ryan Cicoski.

10. All Documents and Communications concerning Robert Brownell, including but not limited to all Communications to and from Robert Brownell.

11. All Documents and Communications to or from Thane Ritchie concerning Alpha Carta.

12. Documents sufficient to identify all direct and indirect owners of Alpha Carta, including but not limited to each direct and indirect beneficiary.

13. Documents sufficient to identify each trustee, director, officer, and employee of Alpha Carta and their respective titles and roles.

14. Documents sufficient to identify all direct and indirect owners of 60 Degrees Group SECZ, Ltd., including but not limited to each direct and indirect beneficiary.

15. Documents sufficient to identify each trustee, director, officer, and employee of 60 Degrees Group SECZ, Ltd. and their respective titles and roles.

16. Documents sufficient to show the organizational structure of Alpha Carta, including, but not limited to, documents sufficient to show all affiliates, subsidiaries or any other entities related to Alpha Carta.

17. All Documents and Communications referred to or relied upon by You in preparing the Alpha Carta Complaint.

18. All Communications between litigation counsel for Green Sapphire and litigation counsel for Alpha Carta, including but not limited to Communications concerning this Action, without regard to relevant time period.

19. To the extent not previously produced, all Documents relating to the subject matter of the Alpha Carta Complaint.

20. Documents sufficient to show the policies, procedures or practices concerning the preservation or destruction of the type of documents, including ESI, sought herein, including Documents sufficient to show when you received any litigation hold memoranda issued in connection with this Action.

21. All Documents provided to You in this Action by any third party (through subpoena, request, agreement, or otherwise).

22. All Documents provided to or reviewed by any expert witness.

23. All Documents that You intend to use at any deposition, hearing or trial in this Action.

24. All Documents reviewed, analyzed, consulted by, provided to, or relied on by any witness You intend to present at trial in this Action.

25. All Documents referred to or relied upon by You in preparing responses to these Requests, any interrogatories, or any requests for admission directed to You.

ASHBY & GEDDES

OF COUNSEL:

Kenneth J. Pfahler
(Admitted *Pro Hac Vice*)
Nicholas W. Petts
(Admitted *Pro Hac Vice*)
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/s/ Philip Trainer, Jr.
Philip Trainer, Jr. (#2788)
Samuel M. Gross (#6811)
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P.O. Box 1150
Wilmington, DE 19899
(302) 654-1888

Counsel for Plaintiffs

Date: April 1, 2025

EXHIBIT 12

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

GLOBAL CAPITAL PARTNERS LLC and
ACCESS MANAGEMENT, S.A.S., INC.,

Plaintiffs,

v.

GREEN SAPPHIRE HOLDINGS INC.,

Defendant.

C.A. No. 2024-0877-JTL

AFFIDAVIT OF GARRETT VAIL

I, GARRETT VAIL, being duly sworn, depose and state as follows:

I. INTRODUCTION AND QUALIFICATIONS

1. I submit this affidavit in support of Alpha Carta, Ltd.’s Motion to Intervene to protect its legally enforceable creditor rights. Based on firsthand evidence and documentary records, I attest to the existence of a coordinated scheme to divert assets, evade financial obligations, and execute fraudulent conveyances that impair Alpha Carta’s ability to recover its debts. My review of business records in this matter provides me with knowledge of the fraudulent asset transfers at issue and breaches of fiduciary duty orchestrated to hinder, delay, and defraud Alpha Carta’s creditor rights.

2. I am a Director of Alpha Carta, Ltd. (“Alpha Carta”), an exempt company organized under the laws of the Cayman Islands, with its principal place of business

in Grand Cayman. I am also a Director of Green Sapphire Holdings, Inc. (“Green Sapphire”).

3. I have conducted a comprehensive review of corporate business records, financial statements, loan agreements, security filings, investigator reports, and legal documentation pertinent to this dispute.

4. Unless stated otherwise, the facts contained in this Affidavit are within my personal knowledge and are true and correct to the best of my knowledge and belief. Where matters are stated upon information and belief, I believe them to be true based on my review of the applicable records and documents.

II. ALPHA CARTA’S CREDITOR INTEREST AND FINANCIAL STAKE

5. Alpha Carta has been a creditor of Green Sapphire since at least 2019, with a current claim of approximately \$85 million. The increase in the amount of this claim since 2020 was not the result of mere financial distress, but rather a deliberate and concealed effort to extract money from the Petro Carta Trust and impair Alpha Carta’s creditor rights through fraudulent conveyances and financial misrepresentations.

6. Green Sapphire is a corporation organized under the laws of the State of Delaware. The shares of Green Sapphire are entirely owned by NorthSea, LLC, a Wyoming limited liability company, in its capacity as Trustee of the Petro Carta Trust, a Wyoming Trust.

7. Since at least 2019, Alpha Carta has been the exclusive source of funding for Green Sapphire's acquisition of investment-related property, including the purchase-money loan made in consideration for a promissory note in original amount of EUR 11,675,200 dated April 24, 2019 ("Villa Mona Note") that enabled Green Sapphire to purchase a villa located on AE 314, an approximately 12,760 square meter parcel in Colombier, Saint Barthélemy.

8. The loan agreement between Alpha Carta and Green Sapphire was further documented by that certain "**Amendment Number 1 to Loan Agreement and Note**", dated January 1, 2020.

9. Between January 2020 and February 2023, the debt Green Sapphire owed Alpha Carta ballooned to an amount in excess of \$70 million.

10. Starting in November 2021, Green Sapphire engaged in a series of fraudulent transfers, including the undisclosed conveyance of Green Sapphire's interest in the St. Barth Property to Access Management SAS, a French Corporation, in April 2022 in exchange for 439,750 shares. This transfer was made with the intent to circumvent Alpha Carta's right as a creditor, effectively placing Green Sapphire's most valuable asset beyond the reach of its largest creditor and in order to make the shares of Access Management SAS available as "collateral" for a fictitious loan in furtherance of a predatory asset-stripping scheme.

III. FRAUDULENT TRANSACTIONS AND ASSET DIVERSION

11. The transfer of key assets, including Green Sapphire's interest in the shares of Access Management S.A.S., Inc., were neither commercially reasonable nor made in good faith—they were covert maneuvers designed to strip Alpha Carta of its creditor remedies and place Green Sapphire's assets beyond its reach.

12. I am informed and believe that Global Capital Partners, LLC ("Global Capital") has initiated this action against Green Sapphire, the Borrower under the Loan Settlement Agreement with an "effective date" of February 7, 2024. I believe, however, that the Loan Settlement Agreement was not actually formed until long after February 7, 2024. This belief is based, in part, on the fact that on February 15, 2024, I participated in a lengthy Zoom call with Ryan Cicoski and others. During the call, Ryan Cicoski described the events leading up to the formation of the Loan and Security Agreement dated February 2, 2023, but failed to mention anything about the fact that he allegedly caused Green Sapphire to enter into a Loan Settlement Agreement about a week before the call. Additionally, Ryan Cicoski did not disclose that Green Sapphire had allegedly agreed to transfer its interest in 532,380 shares of a Delaware corporation named CYRB Inc. in connection with any Loan Settlement Agreement with Global Capital.

13. The Villa Mona Note contains an express choice of law and forum selection provision, requiring that all disputes arising out of or relating to the

promissory note be governed by the internal laws of the Cayman Islands, excluding its conflicts of law provisions.

14. The Villa Mona Note also contains a consent to jurisdiction clause, mandating that any disputes between the Lender and Borrower, whether arising in contract, tort, equity, or otherwise, be resolved exclusively in courts located in the Cayman Islands. The Borrower expressly waived any objection to jurisdiction in the Cayman Islands.

15. I am informed and believe that Global Capital's claims in this action were deliberately structured in order to impair Alpha Carta's rights to payment from Green Sapphire while Green Sapphire is insolvent. Based on the terms of the Villa Mona Note, any dispute between Alpha Carta and Green Sapphire arising from the Villa Mona Note must be litigated in the Cayman Islands.

16. Upon information and belief, Cicoski deliberately selected Delaware law to apply to the loan agreement between Green Sapphire and Global Capital Partners with the intent to deprive Alpha Carta of its bargained-for rights under the Villa Mona Note.

17. I am informed and believe that Alpha Carta has a direct and substantial interest in the outcome of this litigation that cannot be adequately protected unless it is permitted to intervene. Because the validity and effectiveness of the transfers of interest of Green Sapphire in property to Global Capital under the Pledge and

Security Agreement and Loan Settlement Agreement are at issue, Alpha Carta's rights to the property that is the subject of those transfers are in jeopardy unless Alpha Carta is allowed to intervene in this action. To the extent the alleged transfers of interest of Green Sapphire in property to Global Capital are found to have been legally effective, Alpha Carta is entitled to have those transfers set aside as fraudulent transfers within the meaning of Delaware's enactment of the Uniform Fraudulent Transfer Act and the value of the property applied in partial satisfaction of the debts Green Sapphire owed to Alpha Carta.

18. If Alpha Carta is not permitted to intervene, I am informed and believe that its creditors rights will be adversely affected in a proceeding where it's not a party. Based on their conduct to date it's foreseeable that Global Capital will misuse any judgments or orders issued by this court to gain a tactical advantage in litigation now pending in other jurisdictions.

19. I am further informed and believe that the individuals managing and benefiting from Global Capital's transactions with Green Sapphire include Nathan Smith, who was previously discredited for theft, conversion, breach of fiduciary duty, and embezzlement while acting as CFO and Director of the Trustee of the Petro Carta Trust and Director of the Trustee of the Alpha Carta Trust.

20. I am further informed and believe that Global Capital was formed as a Delaware Limited Liability Company by Robert Brownell on or about September 9, 2022.

21. Upon information and belief, in 2007, Brownell was sentenced to the statutory maximum of 240 months of prison for devising and executing a scheme to defraud the Bielinski Brothers Inc., a Wisconsin based residential and commercial construction company. See *United States vs. Robert Brownell* 05-CR-13 (ED Wis) (Document 159 filed 10-25-2007).

22. Nathan Smith, as a Cayman Island resident and a signatory of the Villa Mona Note, knew that Green Sapphire consented to personal jurisdiction in the Cayman Islands and would have known that Alpha Carta's contractual rights and creditor's remedies would be recognized and enforced under Cayman Islands law.

23. Upon information and belief, Smith, as a former insider of Green Sapphire actively conspiring with current insiders, also would have known that Green Sapphire was insolvent in January 2023 and that the alleged \$10 million loan from Global Capital to Green Sapphire, under the Loan and Security Agreement dated February 2, 2023, if enforceable, would deepen Green Sapphire's insolvency.

24. At no time between April 24, 2019 and February 2, 2023, did any creditor hold a valid lien or encumbrance on the Green Sapphire's interest in the real

property located in St. Barth's that was purchased with the proceeds of the Villa Mona Note.

25. Attached as Exhibit 1 is a true and correct copy of the Loan Arrangement Fee Agreement between Green Sapphire and BNW Family Office, LLC ("BNW Family Office") dated January 31, 2023. Under this agreement, signed on behalf of Green Sapphire only by Cicoski, Green Sapphire ostensibly agreed to pay BNW Family Office a \$1 million "Structuring Fee" and a \$1.6 million "Underwriting Fee" in consideration for services rendered in connection with the formation of the Loan and Security Agreement between Green Sapphire and Global Capital, dated February 2, 2023.

26. Attached as an exhibit to the proposed Verified Complaint of Alpha Carta is a true and correct copy of the Pledge and Security Agreement made as of February 16, 2023.

27. At the time of the execution and delivery of the Pledge and Security Agreement, on or about February 16, 2023, Green Sapphire was insolvent in the sense that the amount of its debts greatly exceeded the fair market value of its assets, including the Pledged Interests as defined in the Pledge and Security Agreement.

28. The Articles of Incorporation of Green Sapphire, formerly known as Organic Fuels Holding, Inc., provide that in transactions involving financial obligations in excess of One Hundred Thousand Dollars (\$100,000) must be

approved by a majority vote of the Board of Directors. The relevant provision states, as follows:

“No transaction, contract, or financial obligation exceeding One Hundred Thousand United States Dollars (USD \$100,000) shall be deemed valid or binding upon the Corporation unless ratified by a majority vote of the Board of Directors, as recorded in official corporate minutes.”

29. The Loan and Security Agreement between Global Capital and Green Sapphire dated February 2, 2023, was not approved by a majority vote of the Board of Directors of Green Sapphire and no such approval was ever recorded in official corporate minutes. Accordingly, I believe that the Loan and Security Agreement dated February 2, 2023, is not binding on Green Sapphire.

30. As of January 31, 2023, assuming *arguendo*, that the August 13, 2021 written consent which purports to appoint Ryan Cicoski had the same force and effect as a vote at a meeting of directors where a quorum was present, Green Sapphire had two Directors, namely, Ryan Cicoski, and Paul Wolfe. The Loan and Security Agreement between Global Capital and Green Sapphire dated February 2, 2023, was not approved by Paul Wolfe in his capacity as director.

31. To the extent the August 13, 2021 appointment of Ryan Cicoski was invalid on the ground that the written consent of NorthSea LLC dated as of August 13, 2021 was not signed by all Directors, Paul Wolfe was the only duly appointed

Director of Green Sapphire as of February 2, 2023, and he did not authorize Ryan Cicoski to exercise the Loan and Security Agreement between Global Capital and Green Sapphire dated February 2, 2023.

32. At the time the security interest was ostensibly granted to Global Capital by Green Sapphire, the alleged \$10 Million loan from Global Capital to Green Sapphire was concealed from Paul Wolfe in his capacity as the Director of Green Sapphire.

33. The granting of a security interest in Green Sapphire's interest in the shares of Access Management S.A.S., Inc., a Florida Corporation, under the Pledge and Security Agreement was not approved by a majority vote of the Board of Directors of Green Sapphire.

34. As a result, Ryan Cicoski had no actual authority to execute and deliver the Pledge and Security Agreement dated as of February 16, 2023 to Global Capital.

35. Upon information and belief, the Pledge and Security Agreement and the related Loan and Security Agreement dated February 2, 2023, were part of a fraudulent "loan-to-own" scheme and/or "asset-stripping" scheme orchestrated by Robert G. Brownell, Nathan Smith, Ryan Cicoski, and their co-conspirators.

36. The security interest in Green Sapphire's interest in the shares of Access Management S.A.S., Inc. that was ostensibly granted to Global Capital under the Pledge and Security Agreement was granted with the actual intent to hinder,

delay, or defraud Alpha Carta by placing the shares of Access Management S.A.S., Inc. beyond the reach of Alpha Carta.

37. On information and belief, this scheme sought to obtain dominion and control over the real property located in St. Barth's that was owned by Vue Mer Signature Holdings by means of fraud, breach of fiduciary duty, aiding and abetting breach of fiduciary duty, and other wrongful conduct.

IV. FIDUCIARY BREACHES AND CONFLICTS OF INTEREST

a. Facilitation of Fiduciary Breaches by Global Capital and BNW Family Office

38. The business records of Alpha Carta demonstrates that Global Capital and BNW Family Office knowingly and substantially assisted Ryan Cicoski in breaching the fiduciary duties he owed to Green Sapphire, NorthSea, LLC, the beneficiaries of the Petro Carta Trust, and Alpha Carta.

39. Upon further review of financial records, I have identified multiple payments between April 2022 and February 2023 from BNW Family Office to an entity owned or controlled by Ryan Cicoski named Gold Dragon Consulting, LLC ("Gold Dragon") totaling at least Two Hundred Thousand Dollars (\$200,000). These payments were not disclosed in any financial reports and were structured as 'consulting fees' to obscure their true purpose—which was to obtain Cicoski's cooperation in facilitating fraudulent transfers and obstructing Alpha Carta's enforcement rights.

b. Bribes, Kickbacks and/or Financial Inducements to Facilitate Fraudulent Transactions

40. For example, in December 2022, BNW Family Office paid what has all the attributes of a bribe or a kickback in the amount of \$20,000 to Ryan Cicoski's Gold Dragon in order to induce Ryan Cicoski, in his capacity as Sole Director of 60 Degrees Group, to approve and false or inflated invoices submitted by BNW Family Office to Terra Carta Partners, LLC, ("Terra Carta") a wholly-owned subsidiary of Green Sapphire.

41. Shortly after BNW Family Office paid \$20,000 to Gold Dragon, BNW Family Office submitted an invoice for Terra Carta dated January 15, 2023, and a related "expensify report" to Stacey McHugh in her capacity as CFO of 60 Degrees Group SEZC, seeking reimbursement of the \$20,000 paid to Gold Dragon along with a number of other expenses. Upon information and belief, Ryan Cicoski and/or Stacey McHugh approved payment of BNW Family Office's invoice and caused BNW Family Office to be paid with money taken from Alpha Carta's bank account and recorded as a loan from Alpha Carta to Green Sapphire.

c. Concealment of the Fraudulent Scheme from Disinterested Directors and Trust Beneficiaries

42. This collusive, fraudulent invoice, kickback, and embezzlement scheme was concealed from Paul Wolfe in his capacity as director of Green Sapphire

and Mark Azzopardi, the only disinterested Director of NorthSea, LLC, as well as, the beneficiaries of the Alpha Carta Trust and the Petro Carta Trust.

43. Robert G. Brownell's knowledge of Green Sapphire's insolvency, and the fraudulent billing and kickback scheme that he was orchestrating between April 2022 and February 2023 should be imputed to BNW Family Office, an entity he owns and controls.

44. Robert G. Brownell's knowledge of Green Sapphire's insolvency, and the fraudulent billing and kickback scheme that he was operating between April 2022 and February 2023 should also be imputed to Global Capital, an entity he formed in September 2022, the LLC interests of which were owned by BNW Family Office until late January 2023.

45. In late January 2023, all of the membership interest of Global Capital were allegedly assigned to High Point SPV, Ltd., a Cayman Islands company owned by Nathan Smith. All of Brownell's knowledge of Green Sapphire's insolvency, and the fraudulent billing and kickback scheme he was operating should be imputed to Nathan Smith and High Point SPV, Ltd.

V. FRAUDULENT CONCEALMENT OF GREEN SAPPHIRE'S INSOLVENCY AND CREDITOR MISREPRESENTATIONS

a. Scheme to Conceal Insolvency and Shield Assets from Creditors

46. Upon information and belief, Ryan Cicoski, Robert G. Brownell, and Stacey McHugh had actual knowledge of Green Sapphire's insolvency in January

2023, and proceeded with the transactions with Global Capital with the intent to place Green Sapphire's assets beyond the reach of Alpha Carta.

47. Email communications between Global Capital and BNW Family Office, and Charles-Hubert Vanderberge show that Brownell, Smith, and Cicoski deliberately structured the Loan and Security Agreement with Global Capital in a way that concealed the transaction from Alpha Carta.

b. Fabricated Default to Justify Asset Stripping

48. On December 13, 2023, Global Capital allegedly transmitted a Notice of Default to Green Sapphire. To date, however, neither Global Capital, nor Ryan Cicoski have produced a copy of this alleged Notice of Default to Green Sapphire for inspection or copying.

49. According to the complaint filed in this action, the Notice of Default claimed that Green Sapphire was in default under a loan agreement with Global Capital for failure to pay a debt that matured on October 31, 2023.

50. According to the complaint filed in this action, the Notice further notified Green Sapphire that it had one day to agree to the terms of a standstill agreement.

51. As of December 13, 2023, Ryan Cicoski was the General Counsel to Green Sapphire and Alpha Carta, and he was one of two Directors of NorthSea, LLC, in its capacity as a trustee of the Petro Carta Trust, sole shareholder of Green

Sapphire, and guarantor of payment of Green Sapphire's alleged debt obligations under the loan agreement with Global Capital.

52. Ryan Cicoski failed to notify Paul Wolfe as his capacity as the Director of Green Sapphire and Mark Azzopardi as the other Director of NorthSea, LLC in its capacity as a trustee of the Petro Carta Trust, of Green Sapphire's alleged receipt of the Notice of Default and proposed standstill agreement.

c. Deliberate Non-Disclosure of Material Financial Events

53. Ryan Cicoski in his capacity as General Counsel of Alpha Carta, deliberately failed to disclose the Notice of Default and standstill agreement to Alpha Carta.

54. Upon information and belief, Ryan Cicoski failed to notify Alpha Carta of the Notice of Default that Global Capital allegedly sent to Green Sapphire on December 13, 2023, with the intent to deprive Alpha Carta of the opportunity of protecting its right to the payment of money in excess of \$70 million from Green Sapphire.

55. Despite knowing that Green Sapphire was insolvent, former Director Nathan Smith, General Counsel Ryan Cicoski, and CFO Stacey McHugh concealed this information from Alpha Carta and aided Global Capital's predatory strict foreclosure of its alleged security interest in 1,000 shares of Access Management S.A.S., Inc.

56. This alleged strict foreclosure was engineered to ensure that Green Sapphire's primary assets were stripped away at a fraction of their value, without notice to NorthSea, LLC or Alpha Carta.

57. Their actions were intended to place the shares beyond Alpha Carta's reach and enable Global Capital to take control over the real property located in St. Barth's owned by Vue Mer Signature Holdings, based on the false assertion that real property was owned by Access Management S.A.S., Inc., a Florida Corporation, all with the intent to hinder, delay, or defraud Alpha Carta.

VI. COURT INTERVENTION IS NECESSARY TO PREVENT CONTINUED FRAUD

58. Based on my review of business records of Alpha Carta, and Green Sapphire, I am informed and I believe that at all relevant times, between August 13, 2023 and February 21, 2024, Ryan Cicoski, in his capacity as alleged Director of Green Sapphire, General Counsel for both Green Sapphire and Alpha Carta, and Director of NorthSea, LLC, in its capacity as trustee of the Petro Carta Trust, owed fiduciary duties to Green Sapphire, Alpha Carta, and the beneficiaries of the Petro Carta Trust under applicable law.

59. I believe that trustees are required to act with undivided loyalty, full transparency, and absolute fidelity to the beneficiaries. My understanding is that the law dictates that trustees must avoid conflicts of interest, disclose material financial

transactions relating to property held in trust to the beneficiaries, and ensure that the property held in trust is prudently managed solely for the benefit of the beneficiaries.

60. The expectation that Ryan Cicoski would abide by these heightened fiduciary duties was essential to the Petro Carta Trust structure and the Alpha Carta, Trust structure of which Green Sapphire and Alpha Carta were integral components.

61. The business records of Green Sapphire and Alpha Carta reveal that Ryan Cicoski systematically repeatedly violated his fiduciary obligations by engaging in multiple conflicts of interest. Among these was the corrupt “consulting agreement” between Gold Dragon and BNW Family Office, which served as a vehicle for improper financial gain.

62. Beyond this, Ryan Cicoski engaged in systematic self-dealing and other disloyal conduct, including orchestrating unauthorized property transfers, concealing material facts, and prioritizing third-party interests over the trust and its beneficiaries. For example, in September 2023, Ryan Cicoski, Robert Brownell, and Mark Azzopardi travelled, at great expense to Alpha Carta, to Fiji for the alleged purpose of developing a business opportunity for Alpha Carta. In fact, however, this trip was a boondoggle. Upon information and belief, during the course of the trip Brownell was soliciting the interest of both Ryan Cicoski and Mark Azzopardi in leaving their current positions and taking positions with the BNW Family Office.

63. On or about November 13, 2023, Ryan Cicoski drafted and signed a letter agreement that purports to be an amendment to the March 2019 employment agreement between Ryan Cicoski and 60 Degrees Group SEZC, Ltd., (“Cicoski Severance Agreement”). Attached as Exhibit 2 is a true and correct copy of the Cicoski Severance Agreement. Under the terms of the Cicoski Severance Agreement that Cicoski “negotiated” with himself, 60 Degrees Group SEZC, Ltd. ostensibly agreed to pay Cicoski severance compensation in the amount of \$2,500,000.

64. On or about September 21, 2023, Cicoski executed a Promissory Note in the original principal amount of \$750,000 dated “As of September 21, 2023” made payable by Green Sapphire to Ryan Cicoski (“Cicoski Note”). Attached as Exhibit 3 is a true and correct copy of the Cicoski Note.

65. The self-dealing evidenced by the Cicoski Severance Agreement and the Cicoski Note were clear violations of his fiduciary duties, demonstrating a pattern of defalcation in a fiduciary capacity leading up to the alleged formation of the “Loan Settlement Agreement” supposedly “effective” as of February 7, 2024.

66. Upon information and belief, Ryan Cicoski had actual knowledge of the Notice of Default that Global Capital allegedly sent to Green Sapphire on December 13, 2023 and deliberately failed to cause Green Sapphire to respond to the Notice of Default and the proposed standstill agreement before the deadline imposed by Global Capital. Additionally, Cicoski failed to notify NorthSea, LLC in

its capacity as trustee of the Petro Carta Trust, sole shareholder of Green Sapphire, and alleged guarantor of payment of Green Sapphire's alleged debt obligations to Global Capital. His inaction ensured that Green Sapphire did not contest Global Capital's enforcement of its alleged creditor rights or remedies or negotiate the terms of any partial satisfaction of the debt allegedly secured by a security interest in Green Sapphire's interest in shares of Access Management S.A.S, Inc., by means of a strict foreclosure. Cicoski's failure to notify NorthSea, LLC of the alleged Notice of Default and the subsequent strict foreclosure deprived NorthSea, LLC of its right to protect the value of its interest in the shares of Green Sapphire.

67. These failures knowingly and substantially assisted Global Capital's alleged strict foreclosure of its alleged security interest in 1,000 shares of Access Management S.A.S., Inc. and its subsequent claim of ownership of real property located in St. Barth's owned by Vue Mer Signature Holdings. The logical and foreseeable consequences of Cicoski's failure to notify NorthSea, LLC or Alpha Carta of the Notice of Default allegedly issued by Global Capital was to place Green Sapphire's interest in the shares of Access Management S.A.S., Inc. beyond the reach of Alpha Carta, depriving it of its rightful claims and furthering the fraudulent asset extraction scheme orchestrated by Robert Brownell and Nathan Smith.

68. In the complaint filed in this action, Global Capital alleges that on December 15, 2023, it acquired Green Sapphire's entire interest in 1,000 shares of

Access Management S.A.S., Inc. and other “Collateral” as defined in the Loan Settlement Agreement effective February 7, 2024, by means of “exercising its rights under the Loan and Security Agreement, dated February 2, 2023.

69. The Loan and Security Agreement, dated February 2, 2023, however, does not grant Global Capital the right to take ownership of Green Sapphire’s entire interest in the in 1,000 shares of Access Management S.A.S., Inc. without a public sale or private sale in accordance with the terms of the Pledge and Security Agreement dated February 16, 2023.

70. I am informed and I believe based on my review of the business records of Green Sapphire, that Green Sapphire never consented to Global Capital’s acceptance of the shares of Access Management S.A.S., Inc. in partial satisfaction of any alleged indebtedness, the payment of which was allegedly secured by a valid and enforceable UCC Article 9 security interest in Green Sapphire’s interest in the shares of Access Management S.A.S., Inc. as required by Delaware’s enactment of UCC Section 9-620.

71. Additionally, upon information and belief, Global Capital failed to send Green Sapphire a proposal by which it would retain the shares of Access Management S.A.S., Inc. as partial satisfaction of any debt payment of which was secured by a valid and enforceable UCC Article 9 security interest on Green Sapphire’s interest on those shares.

72. To the extent that the alleged transfer of GS's entire interest in all the shares of Access Management S.A.S., Inc. to Global Capital on or about December 15, 2023, was legally effective, this transfer was made with actual intent to hinder, delay, and defraud creditors of Green Sapphire including Alpha Carta.

73. To the extent, Global Capital acquired Green Sapphire's entire right, title, and interest in and to shares of Access Management S.A.S., Inc., a Florida corporation, on or about December 15, 2023, Alpha Carta is the holder of a claim against Global Capital for avoidance of any such transfer of interest of Green Sapphire in property under Delaware's Uniform Fraudulent Transfer Act (6 Del. C. § 1304).

74. Robert G. Brownell, the founder of Global Capital has a documented history of financial fraud and related crime.

75. In 2005, Robert G. Brownell pled guilty to conspiracy to commit money laundering. Attached as **Exhibit 4**, is the true and correct copy of the Plea Agreement.

76. Upon information and belief, in 2000, Robert G. Brownell was sentenced to 240 months in federal prison for orchestrating a large-scale fraud scheme involving Bielinski Brother's Construction Co.

77. I believe that Robert G. Brownell orchestrated the formation of the fraudulent loan and security agreement between Global Capital and Green Sapphire and orchestrated the transfers of funds and other property and issue in this case using

the same pattern of bribery, grooming, fraud, deceit, and conspiracy that he engaged in the scheme that perpetrated in the Bielinski Brother's Construction, for which he received a sentence of the statutory maximum imprisonment of previous criminal schemes.

78. This pattern is present here, where Green Sapphire's insolvency was caused and exploited by insiders who were receiving bribes or kickbacks from BNW Family Office in consideration for engineering fraudulent transfers of interest of Green Sapphire's in property that unjustly enriched Global Capital, BNW Family Office, and their co-conspirators while hindering, delaying, or defrauding Alpha Carta and other creditors of Green Sapphire.

79. The Loan Settlement Agreement, effective as of February 7, 2024, which is attached as an Exhibit to the complaint of this action purports to cause Green Sapphire the transfer its interest in 532,380 shares of "Proton Green Stock" to Global Capital in satisfaction of an alleged obligation to pay a "Settlement Fee" to Global Capital.

80. This agreement was allegedly signed by Ryan Cicoski in his capacity as the sole Director of Green Sapphire and purports to release any and all "Claims" (as defined in the loan settlement agreement) Green Sapphire had against Global Capital as of the "Effective date" of the agreement.

81. At the time of the formation of this agreement, Green Sapphire was insolvent.

82. Upon information and belief, Green Sapphire received nothing of value in consideration for allegedly transferring its interest in shares of “Proton Green Stock” to Global Capital, and Tailwinds, Ltd and releasing any “Claims”.

83. On further information and belief, Ryan Cicoski caused these alleged transfers to be made with the actual intent to hinder, delay, defraud Alpha Carta in its capacity as a creditor of Green Sapphire.

84. To the extent that the alleged transfers of Green Sapphire’s interest in certain shares of “Proton Green Stock” to Global Capital and Tailwinds, Ltd. pursuant to the Loan Settlement Agreement, dated as of February 7, 2024, were legally effective, Alpha Carta is the holder of a claim for avoidance of such transfers as intentionally fraudulent transfers of interest of Green Sapphire’s property under Delaware’s Uniform Fraudulent Transfer Act (6 Del. C. § 1304).

85. I believe Alpha Carta has a substantial likelihood of success on the merits of its fraudulent transfer of avoidance claims against Global Capital and that Alpha Carta’s interest in these claims cannot be adequately protected by Green Sapphire in this action such that Alpha Carta should be allowed to intervene in this action to prevent Global Capital from further hindering, delaying, and defrauding Alpha Carta in its capacity as the creditor of Green Sapphire.

VII. ADDITIONAL EVIDENCE OF SMEAR CAMPAIGNS, AND WITNESS TAMPERING

a. Coordinated Fraudulent Activities and Legal Manipulation

86. Based on my comprehensive review of subpoenaed corporate records, investigative reports, forensic analyses, and affidavits—including findings from former FBI Special Agent Kevin Danford—I have direct knowledge indicating Robert Brownell (alias Robert Bigelow), Paul Whinnery (formerly Paul Schlieve), and Delaware attorney Ryan Cicoski have conducted a coordinated scheme involving fraudulent legal filings, unauthorized corporate transactions, deliberate misinformation campaigns, and witness intimidation tactics intended to obstruct creditor rights and improperly influence judicial processes.

b. Historical Background of Fraudulent Activities

87. Robert Brownell was individually convicted for the widely documented Bielinski Brothers fraud, involving falsified documents, fraudulent transactions, and systematic intimidation tactics. In that fraud, Brownell utilized attorney Michael Gral, who was convicted and incarcerated for lending false legitimacy to Brownell's schemes. Brownell has a habitual and routine practice of using a seemingly reputable "straight man", such as Michael Gral and Ryan Cicoski, to give fraudulent actions a false appearance of legitimacy. Paul Whinnery, though uninvolved in the Bielinski Brothers fraud, he drafted and filed a legal complaint in DuPage County, Illinois, under the assumed identity "Susan Essex", an entirely fictitious persona created

solely to defame, intimidate, discredit, and terrorize Paul Wolfe. Upon information and belief, Brownell and Whinnery met in prison and collaborated extensively after release.

c. Recent Smear Websites and Witness Intimidation

88. Immediately following the initiation of this litigation on October 4, 2024, Brownell and Whinnery created a defamatory smear website designed explicitly to:

- a.) Intimidate witnesses;
- b.) Obstruct truthful testimony;
- c.) Coordinate false witness testimony through public dissemination of fabricated narratives; and
- d.) Tortiously interfere with contractual relations.

89. My detailed review of subpoenaed ISP records, forensic data, and domain registrations obtained after litigation commenced confirms these allegations are false, fabricated, and malicious. These websites explicitly coordinate and intimidate by publicly setting false narratives for co-conspirators to align their testimony.

d. Whisper Campaigns and Witness Intimidation

90. Defendants systematically utilize whisper campaigns, spreading false narratives privately to intimidate potential witnesses. Their strategy consistently involves:

- a.) Publishing false narratives online and directing the attention of material witnesses to the online narratives;
- b.) Privately reinforcing misinformation through suggestive questioning;
- c.) Abusing anonymity to amplify misinformation and encourage vigilantism; and
- d.) Using these false narratives to facilitate further misconduct and intimidation.

e. My Personal Experience with Ryan Cicoski in 2023

91. Prior to litigation, in 2023, I personally experienced witness intimidation from Delaware attorney Ryan Cicoski. Attorney Cicoski represented certain defamatory allegations published anonymously online as factual. While I had serious doubts about Cicoski characterization, at that time, I had not yet reviewed the subpoenaed records and investigative analyses obtained later. Attorney Cicoski's representations were clearly intended to intimidate, confuse, and discourage my involvement in ongoing investigation to determine the identity of the people who were operating the website and to shut it down, as well as, anticipated future legal actions.

92. Although litigation had not yet been commenced, attorney Cicoski's attempt to discourage me from participating in the investigation of the identities of the people operating the website, through misinformation, was obvious and deliberate.

f. Escalation from Witness Intimidation to Witness Tampering After Litigation Commencement

93. Following the initiation of litigation in October 2024, I reviewed extensive subpoenaed records and investigative materials. This review confirmed attorney Cicoski's prior allegations were entirely fabricated.

94. Defendants' deliberate actions after litigation began—including launching defamatory smear websites, disseminating misinformation, and employing whisper campaigns—represent explicit witness tampering designed to influence, suppress, and alter truthful testimony.

95. Attorney Cicoski's misuse of professional authority mirrors attorney Michael Gral's criminal actions in the Bielinski Brothers fraud, reflecting deliberate escalation from intimidation into explicit witness tampering after litigation commenced.

g. Coordinated Efforts to Manipulate Testimony via Digital Engagement

96. On information and belief, counsel for attorney Cicoski and possibly others have actively directed potential witnesses toward defendants' defamatory websites, attributing increased visibility to automated Google alerts and search activities. This intentional digital engagement significantly enhances the prominence of defamatory content online, functioning explicitly to:

- a.) Intimidate and discourage truthful witness participation;
- b.) Coordinate false testimony by providing publicly accessible misinformation;
- c.) Facilitate co-conspirators' alignment of testimony without direct, traceable communications.

h. Robert Brownell's Documented Extreme Judicial Manipulation

97. Upon information and belief, Robert Brownell previously engaged in extreme judicial manipulation tactics, notably staging his own mugging by his son prior to sentencing in *United States vs. Robert Brownell* 05-CR-13 (ED Wis) (Clevert, Jr., J.) to illicitly influence judicial sympathy and obtain a continuance. Tragically, this deception ended in his son's suicide upon exposure.

98. Brownell's prior actions clearly demonstrate a willingness to use extreme deception, underscoring the seriousness of the witness intimidation and witness-tampering conduct.

i. Direct Intimidation of Witnesses Annelisa Gee and Mark Azzopardi

99. On information and belief, in early February 2024, attorney Ryan Cicoski and Robert Brownell directly contacted the material witness in this case, Annelisa Gee. Based on documented evidence, interviews, and investigative findings, they directed Gee's attention to the smear website, suggested that the individuals opposing them were "not good people", and urged her to "bow out", "lay low", and avoid speaking with anyone involved in these matters. Their clear intent was to intimidate Gee into silence and non-cooperation.

100. Similarly, based upon my review of records, interviews, and investigative findings, I believe that Brownell and Cicoski conducted analogous intimidation tactics directed at Mark Azzopardi, another material witness in this litigation. This consistent pattern demonstrates the existence of deliberate, ongoing strategy to silence key witnesses and parties through intimidation and misinformation.

j. Importance of Court Awareness of Coordinated Misconduct

101. The extensive documentation provided demonstrates a pattern of coordinated fraud, smear campaigns, witness intimidation, and witness tampering. The fact that this is an ongoing systematic effort is best shown by the creation, after two other websites were shutdown, of a new website on October 4th 2024, after this

case commenced, by Brownell, Whinnery, and attorney Cicoski. The similarity to historical cases involving Brownell underscores the seriousness of their ongoing efforts to obstruct judicial fairness through coordinated fraudulent narratives and intimidation tactics.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. Executed this 7th day of March, 2025.

Garrett Vail

GARRETT VAIL

Director, Alpha Carta, Ltd.

Sworn to and subscribed before me this 7th day of MARCH, 2025.

Notary Public

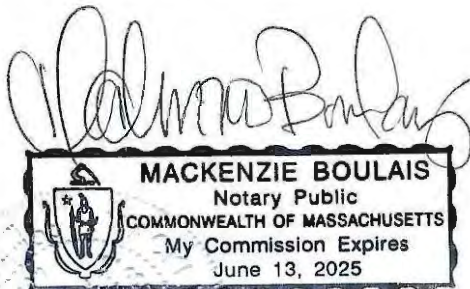


EXHIBIT 1

9



LOAN FEE AGREEMENT

NOTARIE
D'UN ACTE RECU PAR M. MICHEL CIFFREO, NOTAIRE
ASSOCIE DE LA SCP SIMORRE ALAIN ET CIFFREO
MICHEL
A SAINT-BARTHELEMY(COM)
LE 26/04/2023

Loan Fee Agreement

This Loan Fee Agreement (the "Agreement") is made as of January 31, 2023, by and between Green Sapphire Holdings Inc., a Delaware corporation, having an address at 1007 Orange Street, Wilmington, Delaware 19801 ("Borrower"), and BNW Family Office LLC, a Delaware limited liability company, having an address at 2035 Sunset Lake Rd., Suite B – 2, Newark, Delaware 19702 ("BNW").

Whereas, Global Capital Partners LLC is making a loan to Borrower in the amount of Ten Million and 00/100 Dollars (\$10,000,000.00) (the "Loan");

Whereas, BNW has been instrumental in sourcing, structuring, underwriting, marketing and negotiating the Loan and other loans or capital investments similar to a loan for and on behalf of Borrower.

Now therefore, BNW and Borrower agree as follows:

1. Structuring Fee. Borrower agrees to pay to BNW a structuring fee equal to One Million and 00/100 Dollars (\$1,000,000.00) as compensation for BNW's services in connection with the Loan and other loans or investments. The Structuring Fee is fully accrued and deemed earned by BNW as of this Agreement. Borrower shall pay the Structuring Fee to BNW as of the maturity date of the Loan.

3. Underwriting Fee. Borrower agrees to pay to BNW an underwriting fee equal to One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00) as compensation for BNW's services in connection with the Loan and other loans or investments. The Structuring Fee is fully accrued and deemed earned by BNW as of this Agreement. Borrower shall pay the Underwriting Fee to BNW as of the maturity date of the Loan.

4. Security. As collateral for the payment of any and all indebtedness and obligations of Borrower to BNW, Borrower shall cause Access Management SAS, a wholly owned subsidiary (Access") to mortgage, grant, bargain, pledge, assign, warrant, transfer and convey to BNW, and grant a security interest to BNW in all right, title and interest of Access in and to the real property owned by Access, consisting of three parcels of land in St. Bartholomew. Within thirty (30) days of the date of this Agreement, Borrower shall have such second lien mortgage properly recorded or registered in the records of St. Bartholomew and provide a copy of such recorded or mortgage and any attached stations or affirmations as may be reasonably required by BNW affirming the second lien position of the mortgage and due and proper execution.

5. General Provisions.

(a) Entire Agreement; Amendments. This Agreement constitutes the entire agreement and supersedes all oral agreements and understandings and all written agreements prior to the date hereof between or on behalf of the parties with respect to the subject matter hereof. This Agreement

may be amended only by a writing signed by each of the parties, and any amendment shall be effective only to the extent specifically set forth in that writing.

(b) Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other person or entity any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(c) Severability. If any provision of this Agreement shall be judicially or administratively held invalid or unenforceable for any reason, such holding shall not be deemed to affect, alter, modify or impair in any way any other provision hereof.

(d) Counterparts. This Agreement and any document or instrument executed pursuant thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Further Assurances. Each of the parties hereto shall and cause their respective affiliates to execute and deliver any additional documents, instruments, conveyances and assurances and take such further action as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement.

(f) Acknowledgement. Borrower hereby acknowledges that (a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement; (b) neither BNW nor anyone associated with BNW has any fiduciary relationship with or fiduciary duty to Borrower arising out of or in connection with this Agreement; and (c) no joint venture or partnership is created hereby or otherwise exists by virtue of the transaction contemplated hereby among the parties.

(g) Capitalized Terms. All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Loan Agreement.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the parties have caused this Loan Fee Agreement to be duly signed and delivered as of the day and year first above written.

BORROWER:

Green Sapphire Holdings Inc., a Delaware corporation

By: Ryan C. Cicoski
Name: Ryan C. Cicoski
Its: Director

BNW Family Office LLC, a Delaware limited liability company

By: Robert James Brownell
Name: Robert James Brownell
Its: Manager

EXHIBIT 2



Ryan C. Cicoski
60 Degrees Group SEZC, Ltd.
90 N Church Street
P.O. Box 10315
Grand Cayman, KY1-1003
Tel: (345) 796-0076
Fax: (345) 796-0077

13 November 2023

To: FILE

Re: R. Cicoski

This letter represents a mutual agreement to modify the 25 March 2019 employment agreement (the “Agreement”) between Ryan Cicoski (“Employee”) and 60 Degrees Group SEZC Ltd. (“Employer”).

1. The Company acknowledges that Employee has provided written notice under Paragraph 8 of the Agreement as of 1 October 2023.
2. Employee agrees to continue under this Agreement, strictly on a month-by-month basis and subject to written notice of termination by either party, as of 1 January 2024.
3. The Company waives the restrictions set forth in Paragraphs 15 and 16 of the Agreement and will provide Employee with a one-time payment of \$2,500,000. This sum represents a severance payment of 24 months at Employee’s current salary (including but not limited to all benefits, employer contributions, healthcare contributions, unpaid vacation, and unpaid bonuses) in addition to the benefits received from signing this agreement. Employee agrees that a payment made by the Company or one of its affiliates will satisfy this obligation. This payment is due and owing to Employee on the date that this agreement is signed.
4. Employee agrees not to disparage the Company and its officers, directors, employees, members, agents, affiliates, and clients in any manner likely to be harmful to it or them or their business, business reputation or personal reputation; provided that Employee may respond accurately and fully to any question, inquiry or request for information when required by legal process. Similarly, the Company agrees not to disparage you in any manner likely to be harmful to Employee or Employee’s business, business reputation or personal reputation; provided that the Company may respond accurately and fully to any question, inquiry or request for information when required by legal process.



Ryan C. Cicoski
60 Degrees Group SEZC, Ltd.
90 N Church Street
P.O. Box 10315
Grand Cayman, KY1-1003
Tel: (345) 796-0076
Fax: (345) 796-0077

5. Except for the Company's obligations set forth in this Agreement, Employee hereby generally and completely releases the Company and its directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, Affiliates, and assigns from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring at any time prior to and including the date of this agreement. Similarly, the Company and its directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, Affiliates, and assigns hereby generally and completely release Employee from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring at any time prior to and including the date of this agreement.
6. Both parties agree to keep the terms of this agreement strictly confidential.
7. All other provisions of the Agreement remain in force.

Ryan C. Cicoski
Ryan C. Cicoski
60 Degrees Group

EXHIBIT 3

DEMAND PROMISSORY NOTE
(FIXED)

Wilmington, Delaware

LOAN TERMS TABLE

Note Date:	As of September 21, 2023
Borrower:	Green Sapphire Holdings Inc., a Delaware corporation
Borrower Address:	1007 N Orange Street, Wilmington, Delaware 19801
Original Principal Amount:	\$750,000.00
Applicable Interest Rate:	Twelve Percent (12%)
Payment Amount:	Interest on the Original Principal Amount accrues and is payable at maturity

FOR VALUE RECEIVED, on demand Borrower hereby unconditionally promises to pay to the order of Ryan C. Cicoski, having an address at 1007 North Orange Street #65 or at such other place as the Lender may from time to time designate in writing, the Original Principal Amount and all other amounts due or becoming due hereunder in lawful money of the United States of America, with interest thereon to be computed from the date of this Note at the Applicable Interest Rate.

ARTICLE 1: INTEREST

The Note shall bear interest at the Applicable Interest Rate. Interest on the principal sum of this Note shall be calculated on the basis of a three hundred sixty (360) day year calculated by multiplying the actual number of days elapsed in the period for which such interest is payable by a daily rate based on said three hundred sixty (360) day year.

ARTICLE 2: PREPAYMENT

Borrower may prepay the principal balance of this Note in whole or in part at any time or from time to time upon written notice without premium or penalty. Any amounts received by Lender shall be applied first to accrued and unpaid interest and then to the outstanding principal balance.

ARTICLE 3: DEFAULT AND ACCELERATION

(a) (i) The whole of the outstanding principal sum of this Note, (ii) interest, default interest and other sums, as provided in this Note, (iii) all other monies agreed or provided to be paid by Borrower in this Note, and (iv) all sums advanced and costs and expenses incurred by Lender in connection with the Debt (as hereinafter defined) or any part thereof, any renewal, extension, or change of or substitution for the Debt or any part thereof, or the acquisition or perfection of the security therefor, whether made or incurred at the request of Borrower or Lender (the sums referred to in (i) through (iv) above, collectively, the "Debt") shall without notice become immediately due and payable at the option of Lender if any payment required in this Note is not paid when due or on the happening of any other default, after the expiration of any applicable notice and grace periods, herein (collectively, an "Event of Default").

(b) Unless payments are made in the amount and as required hereunder, remittances in payment of all or any part of the Debt shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Lender in funds immediately available as specified herein and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount when due shall be and continue to be an Event of Default.

ARTICLE 4: DEFAULT INTEREST

Borrower does hereby agree that upon the occurrence of an Event of Default, Lender shall be entitled to receive and Borrower shall pay interest on the entire unpaid outstanding principal sum at a per annum rate equal to the lesser of (a) the sum of the Applicable Interest Rate and five percent (5%) or (b) the maximum interest rate which Borrower may by law pay (the "Default Rate"). The Default Rate shall be computed from the occurrence of the Event of Default until the earlier of the date upon which the Event of Default is cured or the date upon which the Debt is paid in full. Interest calculated at the Default Rate shall be added to the Debt. This clause, however, shall not be construed as an agreement or privilege to extend the date of the payment of the Debt, or as a waiver of any other right or remedy accruing to Lender by reason of the occurrence of any Event of Default.

ARTICLE 5: SAVINGS CLAUSE

It is the intention of Borrower and Lender to conform strictly to the usury and similar laws relating to interest from time to time in force, and all agreements between Lender and Borrower, whether now existing or hereafter arising and whether oral or written, are hereby expressly limited so that in no contingency or event whatsoever, whether by acceleration of maturity hereof or otherwise, shall the amount paid or agreed to be paid in the aggregate to Lender as interest hereunder exceed the maximum permissible under applicable usury or such other laws (the "Maximum Amount"). If from any possible construction of any document, interest would otherwise be payable hereunder in excess of the Maximum Amount, or in the event for any reason whatsoever any payment by or act of Borrower pursuant to the terms or requirements hereof shall result in the payment of interest which would exceed the Maximum Amount, then any such construction shall be subject to the provisions of this Article, and ipso facto such document shall be automatically reformed, without the necessity of the execution of any amendment or new document, so that the obligation of Borrower to pay interest or perform such act or requirement shall be reduced to the limit authorized under the applicable laws, and in no event shall Borrower be obligated to pay any interest, perform any act, or be bound by any requirement which would result in the payment of interest in excess of the Maximum Amount. Any amount received by Lender in excess of the Maximum Amount shall, without further agreement or notice between or by any party hereto, be deemed applied to reduce the principal sum hereof immediately upon receipt of such moneys by Lender, with the same force and effect as though Borrower had specifically designated such sums to be applied to principal prepayment. The provisions of this Article shall supersede any inconsistent provision of this Note.

ARTICLE 6: WAIVERS

Borrower and all others who may become liable for the payment of all or any part of the Debt do hereby severally waive presentment and demand for payment, notice of dishonor, protest and notice of protest and non-payment and all other notices of any kind. No release of any security for the Debt or extension of time for payment of this Note or any installment hereof, and no alteration, amendment or waiver of any provision of this Note made by agreement between Lender or any other person or party shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Borrower, and any other person or entity who may become liable for the payment of all or any part of the Debt, under this Note. No notice to or demand on Borrower shall be deemed to be a waiver of the obligation of Borrower or of the right of Lender to take further action without further notice or demand as provided for in this Note.

ARTICLE 7: MISCELLANEOUS PROVISIONS

(a) Severability. Whenever possible, each provision of this Note shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid or unenforceable under the applicable law of any jurisdiction with respect to any person or circumstance, such provision shall be ineffective to the extent of such prohibition, invalidity or unenforceability, without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction or with respect to other Persons or circumstances. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law that renders any provision hereof prohibited, invalid or unenforceable in any respect.

(b) Remedies Not Exclusive. No remedy herein conferred upon or reserved to Lender is intended to be exclusive of any other remedy or remedies available to Lender under this Note, at law, in equity or by statute, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, in equity or by statute.

(c) No Oral Modifications. This Note, and any of the provisions hereof, cannot be altered, modified, amended, waived, extended, changed, discharged or terminated orally or by any act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any alteration, modification, amendment, waiver, extension, change, discharge or termination is sought.

(d) Waiver of Jury Trial. BORROWER AND LENDER, TO THE FULL EXTENT PERMITTED BY LAW, EACH KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY TORT ACTION, BROUGHT BY EITHER OF THEM AGAINST THE OTHER BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO OR IN CONNECTION WITH THIS NOTE, THE LOAN OR ANY COURSE OF CONDUCT, ACT, OMISSION, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON (INCLUDING,

WITHOUT LIMITATION, SUCH PERSON'S DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH SUCH PERSON), IN CONNECTION WITH THE LOAN OR THIS NOTE. THIS WAIVER BY BORROWER OF ITS RIGHT TO A JURY TRIAL IS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN.

(e) No Waivers by Lender. No delay or omission of Lender in exercising any right or power accruing upon any default under this Note shall impair any such right or power or shall be construed to be a waiver of any default under this Note or any acquiescence herein, nor shall any single or partial exercise of any such right or power or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise hereof or the exercise of any other right or power. Acceptance of any payment after the occurrence of a default under this Note shall not be deemed to waive or cure such default under this Note; and every power and remedy given by this Note to Lender may be exercised from time to time as often as may be deemed expedient by Lender. Borrower hereby waives any right to require Lender at any time to pursue any remedy in Lender's power whatsoever.

(f) Waiver of Notice. Borrower shall not be entitled to any notices of any nature whatsoever from Lender except with respect to matters for which this Note specifically and expressly provides for the giving of notice by Lender to Borrower and except with respect to matters for which Borrower is not, pursuant to applicable legal requirements, permitted to waive the giving of notice. Borrower hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Note does not specifically and expressly provide for the giving of notice by Lender to Borrower.

(g) Time of the Essence. Time shall be of the essence in the performance of all obligations of Borrower hereunder.

(h) Governing Law. This Note shall be governed by, and construed in accordance with, the laws of the State of Delaware.

ARTICLE 8 AUTHORITY

Borrower (and the undersigned representative of Borrower, if any) represents and warrants that it has full power and authority to execute and deliver this Note, and the execution and delivery of this Note has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Borrower.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, Borrower has duly executed this Note as of the day
and year first above written.

BORROWER:

Green Sapphire Holdings Inc., a Delaware
corporation

By: Ryan C. Cicoski
Name: Ryan Cicoski
Its: Director

EXHIBIT 4

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

U.S. DISTRICT COURT - WI
EASTERN DISTRICT
FILED

05 SEP 28 P2:19

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 05-CR-013

ROBERT G. BROWNELL,

Defendant.

SAFED PLSKY
CLERK

PLEA AGREEMENT

1. The United States of America, by its attorneys, Steven M. Biskupic, United States Attorney for the Eastern District of Wisconsin, and Matthew L. Jacobs, Assistant United States Attorney, and the defendant, Robert G. Brownell, individually and by his attorney, Martin E. Kohler, pursuant to Rule 11 of the Federal Rules of Criminal Procedure, enter into the following plea agreement:

CHARGES

2. The defendant has been charged in a one-count superseding information filed in this district on January 19, 2005, which charges him with conspiring to commit mail and wire fraud, in violation of Title 18, United States Code, Section 1349.

3. The defendant has read and fully understands the charge contained in the superseding information and fully understands the nature and elements of the crime with

which he has been charged and that the charge and the terms and conditions of the plea agreement have been fully explained to him by his attorney.

4. The defendant has previously waived in open court his right to have this matter prosecuted by indictment.

5. The defendant voluntarily agrees to plead guilty to the charge contained in the superseding information, a copy of which is attached to this plea agreement, as Exhibit A.

6. The defendant acknowledges, understands, and agrees that he is, in fact, guilty of the offense charged in the superseding information. The parties acknowledge and understand that if this case were to proceed to trial, the government would be able to prove beyond a reasonable doubt the facts set forth in the attached offer of proof. The defendant admits to these facts and that these facts establish his guilt beyond a reasonable doubt. The facts set forth in the attached offer of proof are provided for the purpose of setting forth a factual basis for the defendant's plea of guilty. It is not a full recitation of the defendant's knowledge of or participation in the offense.

PENALTIES

7. The parties understand and agree that the offense to which the defendant will enter a plea of guilty carries the following maximum term of imprisonment and fine: Twenty (20) years and \$250,000. The charge also carries a mandatory special assessment of \$100.00 and a maximum of five years of supervised release. The parties further recognize that a restitution order may be entered by the court. The parties' acknowledgments,

understandings, and agreements with regard to restitution are set forth in paragraph 31 of this agreement.

8. The defendant acknowledges, understands, and agrees that he has discussed the relevant statutes, as well as the applicable sentencing guidelines with his attorney.

ELEMENTS

9. The parties understand and agree that to sustain the charge of conspiring to commit mail and wire fraud, in violation of 18 U.S.C. § 1349, as set forth in the superseding information, the government must prove each of the following propositions beyond a reasonable doubt:

First, that the conspiracy as charged existed, and

Second, that the defendant knowingly became a member of the conspiracy with an intention to further the conspiracy.

SENTENCING PROVISIONS

10. The parties agree to waive the time limits in Fed. R. Crim. P. 32 relating to the presentence report, including that the presentence report be disclosed not less than 35 days before the sentencing hearing, in favor of a schedule for disclosure, and the filing of any objections, to be established by the court at the change of plea hearing.

11. The parties acknowledge, understand, and agree that any sentence imposed by the court will be pursuant to the Sentencing Reform Act, and that the court will give due regard to the Sentencing Guidelines when sentencing the defendant.

12. The parties acknowledge and agree that they have discussed all of the sentencing guidelines provisions that they believe to be applicable to the offense to which the defendant will plead guilty. The defendant acknowledges and agrees that his attorney, in turn, has discussed the applicable sentencing guidelines provisions with him to the defendant's satisfaction.

13. The parties acknowledge and understand that, prior to sentencing, the United States Probation Office will conduct its own investigation of the defendant's criminal history. The parties further acknowledge and understand that, at the time the defendant enters a guilty plea, the parties may not have full and complete information regarding the defendant's criminal history. The parties acknowledge, understand, and agree that the defendant may not move to withdraw his guilty plea solely as a result of the sentencing court's determination of defendant's criminal history.

Sentencing Guidelines Calculations

14. The parties acknowledge, understand, and agree that the sentencing guidelines calculations included in this agreement represent the positions of the parties on the appropriate sentence range under the sentencing guidelines. The defendant acknowledges and understands that the sentencing guidelines recommendations contained in this agreement do not create any right to be sentenced within any particular sentence range, and that the court may impose a reasonable sentence above or below the guideline range. The parties further understand and agree that if the defendant has provided false, incomplete, or

inaccurate information that affects the calculations, the government is not bound to make the recommendations contained in this agreement.

Relevant Conduct

15. The parties acknowledge, understand, and agree that, pursuant to Sentencing Guidelines Manual § 1B1.3, the sentencing judge will consider relevant conduct in calculating the sentencing guidelines range, even if the relevant conduct is not the subject of the offense to which defendant is pleading guilty.

16. The parties acknowledge, understand, and agree that, pursuant to Sentencing Guidelines Manual § 1B1.3, the sentencing court will consider the total amount of the loss incurred by any victims as a result of the defendant's fraud even if not alleged in the offense of conviction, and will use the total amount in calculating the sentencing guidelines range.

17. For purposes of determining the defendant's offense level under the sentencing guidelines, the parties acknowledge and agree that, based upon the information presently available, the government will recommend that the loss amount associated with the defendant's criminal conduct charged in the superseding information is more than \$7,000,000, but less than \$20,000,000. The defendant reserves the right to dispute the government's calculation of the applicable loss amount and the associated Sentencing Guidelines resulting from this calculation discussed below. The parties acknowledge and understand that the amount of loss may differ from the amount of restitution imposed by the

sentencing court. The parties' acknowledgments, understandings, and agreements with regard to restitution are set forth in paragraph 31 of this agreement.

Base Offense Level

18. The parties agree to recommend to the sentencing court that the applicable base offense level for the offense charged in the superseding information is 7 under Sentencing Guidelines Manual § 2B1.1(a)(1).

Specific Offense Characteristics

19. The parties acknowledge that the government will recommend to the sentencing court that a 20-level increase under Sentencing Guidelines Manual § 2B1.1(b)(1)(K) is applicable to the offense level for the offense charged in the superseding information because the government asserts that the loss amount associated with the defendant's fraud is more than \$7,000,000 but less than \$20,000,000. The defendant reserves the right to dispute this loss amount and the indicated increase in the defendant's offense level under Sentencing Guidelines Manual § 2B1.1(b)(1).

20. The parties acknowledge that the government will recommend to the sentencing court that a 2-level increase under Sentencing Guidelines Manual § 2B1.1(b)(9)(C) is applicable to the offense level for the offense charged in the superseding information because the defendant's offense involved "sophisticated means," as that term is used in that section. The defendant reserves the right to dispute this increase in the defendant's offense level.

21. The parties acknowledge that the government will recommend to the sentencing court that a 2-level increase under Sentencing Guidelines Manual § 2B1.1(b)(13)(A) is applicable to the offense level for the offense charged in the superseding information because the defendant obtained more than \$1 million from a financial institution as a result of his offense. The defendant reserves the right to dispute this increase in the defendant's offense level.

Role in the Offense

22. The parties acknowledge that the government will recommend to the sentencing court that a 4-level increase under Sentencing Guidelines Manual § 3B1.1(a) is applicable to the offense level for the offense charged in the superseding information because the defendant was an organizer or leader of criminal activity that involved five or more participants and was otherwise extensive. The defendant reserves the right to dispute this increase in the defendant's offense level.

Abuse of Position of Trust

23. The parties acknowledge that the government will recommend to the sentencing court that a 2-level increase under Sentencing Guidelines Manual § 3B1.3 is applicable to the offense level for the offense charged in the superseding information because the defendant abused a position of private trust in a manner that significantly facilitated the commission and concealment of his offense. The defendant reserves the right to dispute this increase in the defendant's offense level.

Acceptance of Responsibility

24. The government agrees to recommend a two-level decrease for acceptance of responsibility, as authorized by Sentencing Guidelines Manual § 3E1.1(a), but only if the defendant exhibits conduct consistent with the acceptance of responsibility. In addition, if the court determines at the time of sentencing that the defendant is entitled to the two-level reduction under § 3E1.1(a), the government agrees to make a motion recommending an additional one-level decrease as authorized by Sentencing Guidelines Manual § 3E1.1(b) because the defendant timely notified authorities of his intention to enter a plea of guilty.

Sentencing Recommendations

25. Both parties reserve the right to apprise the district court and the probation office of any and all information that might be pertinent to the sentencing process including, but not limited to, any and all conduct related to the offense, as well as any and all matters that might constitute aggravating or mitigating sentencing factors.

26. Both parties reserve the right to make any recommendation regarding the defendant's custodial status pending the sentencing and any other matters not specifically addressed by this agreement.

Court's Determinations at Sentencing

27. The parties acknowledge, understand, and agree that neither the sentencing court nor the United States Probation Office is a party to or bound by this agreement. The United States Probation Office will make its own recommendations to the sentencing court.

The sentencing court will make its own determinations regarding any and all issues relating to the imposition of sentence and may impose any sentence authorized by law up to the maximum penalties set forth above in paragraph 7. The parties further understand that the sentencing court will be guided by the sentencing guidelines but will not be bound by the sentencing guidelines and may impose a reasonable sentence above or below the calculated guideline range.

28. The parties acknowledge, understand, and agree that the defendant may not move to withdraw his guilty plea solely as a result of the sentence imposed on him by the court.

FINANCIAL MATTERS

29. The defendant acknowledges and understands that any and all financial obligations imposed by the sentencing court are due and payable upon entry of the judgment of conviction. The defendant agrees not to request any delay or stay in payment of any and all financial obligations.

Special Assessment

30. The defendant agrees to pay the special assessment in the amount of \$100 prior to or at the time of sentencing.

Restitution

31. The defendant agrees to make full restitution to Bielinski Brothers Builders, Inc., which was the victim of the defendant's fraud. The defendant understands that because

restitution for the offense charged is mandatory, the amount of restitution shall be imposed by the court regardless of the defendant's financial resources. The defendant agrees to cooperate in efforts to collect the restitution obligation. The defendant understands that imposition or payment of restitution will not restrict or preclude the filing of any civil suit or administrative action.

DEFENDANT'S COOPERATION

32. The defendant, by entering into this agreement, further agrees to fully and completely cooperate with the government in its investigation of this and related matters, and to testify truthfully and completely before the grand jury and at any subsequent trials or proceedings, if asked to do so. The government agrees to advise the sentencing judge of the nature and extent of the defendant's cooperation. The parties acknowledge, understand, and agree that if the defendant provides substantial assistance to the government in the investigation or prosecution of others, only the government, in its discretion, may move for and recommend a downward departure from the applicable sentencing guidelines range. The defendant acknowledges and understands that the court will make its own determination with regard to the appropriateness and extent of a downward departure.

DEFENDANT'S WAIVER OF RIGHTS

33. In entering this agreement, the defendant acknowledges and understands that, in so doing, he surrenders any claims he may have raised in any pretrial motion, as well as certain rights, which include the following:

- a. If the defendant persisted in a plea of not guilty to the charge against him, he would be entitled to a speedy and public trial by a court or jury. The defendant has a right to a jury trial. However, in order that the trial be conducted by the judge sitting without a jury, the defendant, the government and the judge all must agree that the trial be conducted by the judge without a jury.
- b. If the trial is a jury trial, the jury would be composed of twelve citizens selected at random. The defendant and his attorney would have a say in who the jurors would be by removing prospective jurors for cause, where actual bias or other disqualification is shown, or without cause by exercising peremptory challenges. The jury would have to agree unanimously before it could return a verdict of guilty. The court would instruct the jury that the defendant is presumed innocent until such time, if ever, as the government establishes guilt by competent evidence to the satisfaction of the jury beyond a reasonable doubt.
- c. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all of the evidence, whether or not he was persuaded of defendant's guilt beyond a reasonable doubt.
- d. At such trial, whether by a judge or a jury, the government would be required to present witnesses and other evidence against the defendant. The defendant would be able to confront witnesses upon whose testimony the government was relying to obtain a conviction and he would have the right to cross-examine those witnesses. In turn the defendant could, but is not obligated to, present witnesses and other evidence on his own behalf. The defendant would be entitled to compulsory process to call witnesses.
- e. At such trial, the defendant would have a privilege against self-incrimination so that he could decline to testify and no inference of guilt could be drawn from his refusal to testify. If defendant desired to do so, he could testify on his own behalf.

34. The defendant acknowledges and understands that by pleading guilty he is waiving all the rights set forth above. The defendant further acknowledges the fact that his attorney has explained these rights to him and the consequences of his waiver of these rights.

35. The defendant acknowledges and understands that he will be adjudicated guilty of the offense to which he will plead guilty and, thereby, may be deprived of certain rights including, but not limited to, the right to vote, to hold public office, to serve on a jury, to possess firearms, and to be employed by a federally insured financial institution.

36. The defendant knowingly and voluntarily waives all claims he may have based upon the statute of limitations, the Speedy Trial Act, and the speedy trial provisions of the Sixth Amendment. The defendant agrees that any delay between the filing of this agreement and the entry of the defendant's guilty plea pursuant to this agreement constitutes excludable time under the Speedy Trial Act.

Further Civil or Administrative Action

37. The defendant acknowledges, understands, and agrees that the defendant has discussed with his attorney and understands that nothing contained in this agreement is meant to limit the rights and authority of the United States of America or any other state or local government to take further civil, administrative, or regulatory action against the defendant including, but not limited to, any listing and debarment proceedings to restrict rights and opportunities of the defendant to contract with or receive assistance, loans, and benefits from United States government agencies.

GENERAL MATTERS

38. The parties acknowledge, understand, and agree that this agreement does not require the government to take, or not to take, any particular position in any post-conviction motion or appeal.

39. The parties acknowledge, understand, and agree that this plea agreement will be filed and become part of the public record in this case.

40. The parties acknowledge, understand, and agree that the United States Attorney's office is free to notify any local, state, or federal agency of the defendant's conviction.

41. The defendant understands that pursuant to the Victim and Witness Protection Act and the regulations promulgated under the Act by the Attorney General of the United States, the victim of a crime may make a statement describing the impact of the offense on the victim and further may make a recommendation regarding the sentence to be imposed. The defendant acknowledges and understands that comments and recommendations by a victim may be different from those of the parties to this agreement.

Further Action by Internal Revenue Service

42. Nothing in this agreement shall be construed so as to limit the Internal Revenue Service in discharging its responsibilities in connection with the collection of any additional tax, interest, and penalties due from the defendant as a result of the defendant's conduct giving rise to the charge alleged in the superseding information.

EFFECT OF DEFENDANT'S BREACH OF PLEA AGREEMENT

43. The defendant acknowledges and understands that if he violates any term of this agreement at any time, engages in any further criminal activity prior to sentencing, or fails to appear for sentencing, this agreement shall become null and void at the discretion of the government. The defendant further acknowledges and understands that the government's agreement to dismiss any charge is conditioned upon final resolution of this matter. If this plea agreement is revoked or if the defendant's conviction ultimately is overturned, then the government retains the right to reinstate any and all dismissed charges and to file any and all charges that were not filed because of this agreement. The defendant hereby knowingly and voluntarily waives any defense based on the applicable statute of limitations for any charges filed against the defendant as a result of his breach of this agreement. The defendant understands, however, that the government may elect to proceed with the guilty plea and sentencing. If the defendant and his attorney have signed a proffer letter in connection with this case, then the defendant further acknowledges and understands that he continues to be subject to the terms of the proffer letter.

VOLUNTARINESS OF DEFENDANT'S PLEA

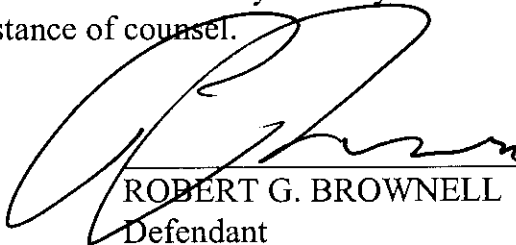
44. The defendant acknowledges, understands, and agrees that he will plead guilty freely and voluntarily because he is, in fact, guilty. The defendant further acknowledges and agrees that no threats, promises, representations, or other inducements have been made, nor

agreements reached, other than those set forth in this agreement, to induce the defendant to
plead guilty.

ACKNOWLEDGMENTS

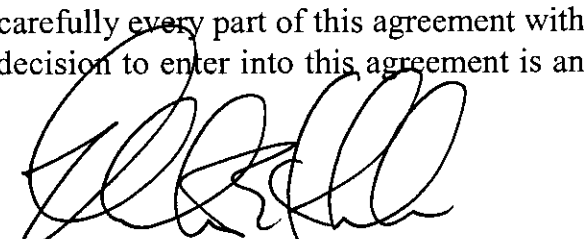
I am the defendant. I am entering into this plea agreement freely and voluntarily. I am not now on or under the influence of any drug, medication, alcohol, or other intoxicant or depressant, whether or not prescribed by a physician, which would impair my ability to understand the terms and conditions of this agreement. My attorney has reviewed every part of this agreement with me and has advised me of the implications of the sentencing guidelines. I have discussed all aspects of this case with my attorney and I am satisfied that my attorney has provided effective assistance of counsel.

Date: 9/28/05


ROBERT G. BROWNELL
Defendant

I am the defendant's attorney. I have reviewed carefully every part of this agreement with the defendant. To my knowledge, my client's decision to enter into this agreement is an informed and voluntary one.

Date: 9/28/05



MARTIN E. KOHLER
Attorney for Defendant

For the United States of America:

Date: Sept. 28, 2005


STEVEN M. BISKUPIC
United States Attorney

Date: 9/28/2005


MATTHEW L. JACOBS
Assistant United States Attorney

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF WISCONSIN '05 JAN 19 P4:27

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 05-CR-013

ROBERT G. BROWNELL,
ROBERT E. MANN,
NORMAN C. HANSON, and
MICHAEL A. GRAL,

Defendants.

SUPERSEDING INFORMATION

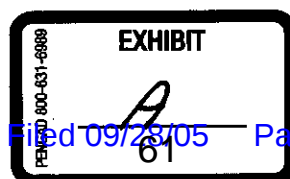
The United States Attorney Charges:

Overview

1. Between on or about May 1, 2000, and on or about July 16, 2004, in the State and Eastern District of Wisconsin, and elsewhere,

**Robert G. Brownell,
Robert E. Mann,
Norman C. Hanson, and
Michael A. Gral,**

did knowingly conspire among themselves and with others known and unknown to device and execute a scheme to defraud, which scheme was executed by use of the U.S. mail and interstate wire communications, in violation of Title 18, United States Code, Sections 1341 (mail fraud) and 1343 (wire fraud).



2. The defendants' scheme to defraud included a scheme to deprive another of the intangible right to honest services.

3. The object of the conspiracy was to obtain money for the defendants, their businesses, as well as others conspirators, and their companies; and to fund contributions to candidates for public office.

Background

4. Bielinski Brothers, Inc. is a Waukesha County-based residential and commercial construction company. It operates under various corporate names, including Bielinski Homes and Bielinski Development, Inc. (herein collectively referred to as "Bielinski Brothers"). Bielinski Brothers is involved in more than \$100 million in new home construction each year.

5. Robert G. Brownell began working for Bielinski Brothers in 1995. From approximately 2001 until July of 2004, Brownell served as Chief Executive Officer of Bielinski Brothers. He was paid approximately \$175,000 per year. Brownell was also a partner with Frank and Harry Bielinski in FHB Investments, LLC.

6. As part of his duties at Bielinski Brothers, Brownell approved the payment of invoices associated with development and new home construction. These invoices included work for surveys, analysis, grading and similar activity at the start of the construction of a residential subdivision.

7. Mann Brothers, Inc. is an Elkhorn-based construction company that provided grading and other construction work for Bielinski Brothers. During the time

period of the conspiracy, Mann Brothers performed approximately \$20 million in work for Bielinski Brothers each year.

8. Robert E. Mann was the president and part-owner of Mann Brothers, Inc.

9. Welch Hanson & Associates is civil engineering firm in Delafield, Wisconsin. The firm also includes surveyors and landscape architects. The firm is a division of Yaggy Colby & Associates.

10. Norman C. Hanson is a principal in Welch Hanson & Associates. He also is a partner in a separate, unrelated limited liability company called NCCBH.

11. Michael A. Gral was a partner at the law firm Michael Best & Friedrich. He served as a lawyer for Bielinski Brothers.

Kickback and Embezzlement Scheme

12. In addition to working for Bielinski Brothers, Brownell operated various businesses alone and in partnership with others. They included: (a) DSI, or Development Services, Inc.; (b) SEWMA, or Southeastern Wisconsin Market Analysts; (c) Georgetown Holdings, LLC; (d) Georgetown Development, LLC; (e) Georgetown Investments, LLC; and (e) Belize, LLC.

13. As part of a scheme to defraud Bielinski Brothers and others, Brownell approved invoices from other business entities knowing that the invoices were fraudulent and had been inflated.

14. The money generated as part of the false billings was used for the financial benefit of the defendants and others, as described below.

Mann Brothers

15. Bielinski Brothers hired Mann Brothers to do grading and other work at the start of residential developments.

16. As part of a scheme to defraud Bielinski Brothers, Mann and Brownell agreed to participate in Bielinski Brother's payment of inflated invoices submitted by Mann Brothers.

17. At the start of a project involving Mann Brother and Bielinski Brothers, Brownell and Mann discussed the amount of inflated charges that were to be included on a particular project. That amount varied by the size of the project, the actual work that was needed, and the potential budget.

18. Once Mann Brothers was paid, the excess from the invoices was split equally between Brownell and Robert Mann. Brownell's share was given to him in the form of checks from Mann Brothers to DSI and SEWMA. Brownell provided an invoice from one of his companies to Mann to justify this payment.

19. The inflated and fraudulent invoices from Mann Brothers to Bielinski Brothers, as well as the invoices Brownell provided to Mann Brothers to support the 50-50 split, constituted materially false pretenses, representations, and promises.

Welch Hanson

20. Also during the time period of the conspiracy, Brownell directed actual Georgetown projects, including residential construction. One such project was the Conservancy, a high-end residential development in Cedarburg, Wisconsin. As part of his fraudulent activity, Brownell directed various contractors, including Welch Hanson & Associates, to issue bills to Bielinski Brothers for work actually performed on Georgetown projects, including the Conservancy, even though the work was not done for Bielinski Brothers. The payments were approved by Brownell and issued by Bielinski Brothers.

21. As a result, Bielinski Brothers unwittingly paid invoices on projects that were the private business interests of Brownell and others.

22. Brownell and Norm Hanson agreed to this method of payment.

23. In addition, Norm Hanson agreed to use his NCCBH entity, as well as Welch Hanson & Associates, to issue fraudulent invoices to Bielinski Brothers that were unrelated to any actual project. Brownell approved the payment of these fraudulent invoices.

24. The majority of the money generated from the false billings was sent to Brownell through one of his business entities; though Hanson often kept a small percentage for personal use.

25. The inflated and fraudulent invoices from Welch Hanson & Associates and NCCBH to Bielinski Brothers constituted materially false pretenses, representations, and promises.

Brownell-Gral Partnerships

26. Brownell and Gral were business partners in various entities, including Georgetown Holdings, LLC; Georgetown Development, LLC; Georgetown Investments, LLC; and Belize, LLC. Through their partnerships, Brownell and Gral purchased and developed real estate in Wisconsin and Florida. As part of the scheme, the defendants fraudulently used funds belonging to Bielinski Brothers to make down payments, purchase, and pay for development costs for such real estate.

27. At the same time, Gral, while with the Michael Best & Friedrich law firm, served as a lawyer for Bielinski Brothers, as well as for its owners, Harry and Frank Bielinski. During the time period of the conspiracy, Michael Best & Friedrich billed Bielinski Brothers approximately \$4 million for work performed by Gral and others at the firm.

28. Based on his role as an attorney, Gral owed a fiduciary duty to Bielinski Brothers and Harry and Frank Bielinski personally.

29. As a further part of the scheme to defraud, Gral misused that fiduciary duty for private gain.

30. Gral engaged in actions, individually and through Brownell, that served his own financial interest to the detriment of Bielinski Brothers at the same time that Gral was serving as a lawyer for Bielinski Brothers.

31. On such transaction was as follows. In the fall of 2002, Brownell and Gral, through Belize, LLC, entered into an agreement to purchase a condominium in Florida. Brownell had Bielinski Brothers pay in excess of \$500,000 as a deposit for the purchase of the Florida condominium. The payment was authorized by Brownell without the knowledge or approval of Frank and Harry Bielinski and was made to appear as a legitimate Bielinski Brothers' expenditure.

32. In January 2004, Gral and Brownell entered into an agreement to have FHB Investments (as described in paragraph 5 above) act as an agent for Georgetown Investments to purchase real estate located in Lincoln County, Wisconsin known as Harrison Lakes. The purchase price for this property was approximately \$1,500,000. As part of this agreement, Gral and Brownell fraudulently used funds belonging to FHB Investments to purchase this property. Despite the fact that Gral was the lawyer for Bielinski Brothers and its owners, the agreement was entered into without the knowledge or approval of Frank and Harry Bielinski. In July, 2004, Gral and Brownell transferred the Harrison Lakes property from FHB Investments to Georgetown Investments.

33. Brownell and Gral further entered into an arrangement whereby Brownell would provide Gral and his law firm with checks drawn on Bielinski

Brothers accounts, which did not have sufficient funds to cover the amount of these checks. These checks totaled in excess of \$2 million. Gral agreed not to negotiate these checks and to provide Brownell with escrow agreements representing that the funds were on deposit with his law firm.

34. The actions of Gral and Brownell deprived Bielinski Brothers, and Frank and Harry Bielinski individually, of their intangible right to Gral's honest services, as those terms are used in Title 18, United States Code, section 1346. The actions of Gral and Brownell also included materially false pretenses, representations, and promises.

"Maintenance Account"

35. During the time period of the conspiracy, Brownell and Robert Mann kept a "maintenance account" to be funded by the fraudulent activity described above. The purpose of the account was to supply Brownell and Mann with a pool of money to provide themselves and others with financial benefits.

36. The recipients of the financial benefits further included persons involved with Brownell and Mann in otherwise legitimate business deals, including the owners of other businesses.

37. The "maintenance account" also funded illegal campaign contributions and other benefits to candidates and elected officials as described below.

38. Brownell also provided Hanson with proceeds from the fraud to fund illegal campaign contributions as described below.

39. The amount of money involved in the "maintenance account" exceeded \$1 million.

Campaign Contributions

40. Brownell, Robert Mann, Norman Hanson and others associated with them sought to provide campaign contributions to certain candidates for public office. In order to avoid campaign contribution restrictions, Brownell, Mann, and Hanson used corporate funds and proceeds from the "maintenance account" to reimburse themselves and others for contributions to these political candidates.

41. During the time period of the conspiracy, employees of Mann Brothers were provided with approximately \$100,000 for the purpose of funding campaign contributions to then-Wisconsin governor Scott McCallum, the 2004 United States Senate race of Russ Darrow, and the 2004 reelection campaign of President George W. Bush. The contributions included the following.

42. In February of 2001, Robert Mann and two others from Mann Brothers provided \$25,000 for the inauguration ball of then-Wisconsin governor Scott McCallum. The \$25,000 was funded by the "maintenance account."

43. In February of 2002, Mann Brothers provided three of its employees with bonuses totaling \$22,500, which, after withholdings, gave the employees a total of just over \$15,000. The money was then used by the employees to make a total of \$15,000 in contributions to Scott McCallum for his reelection campaign.

The maintenance account was used to reimburse Mann Brothers approximately \$21,000 of the bonuses.

44. In August of 2002, Mann Brothers provided two other persons with \$15,000, so that (after withholdings) \$10,000 was available for a McCallum fund raiser. The maintenance account was used to reimburse Mann Brothers.

45. Similar funding schemes were used to provide the President George W. Bush reelection campaign with \$21,000; and the Russ Darrow campaign for U.S. Senate with \$17,000.

46. Robert Brownell used the maintenance account to reimburse himself and others at Bielinski Brothers approximately \$19,000 for campaign contributions. Approximately \$13,000 went to the campaign of then-Wisconsin governor Scott McCallum; approximately \$4,000 went to the 2004 United States Senate race of Russ Darrow; and approximately \$2,000 went to the 2004 reelection campaign of President George W. Bush.

47. Norman Hanson used proceeds of the fraud to reimburse himself and others at Welch Hanson approximately \$57,500 for campaign contributions. Approximately \$43,500 went to the campaign of then-Wisconsin governor Scott McCallum; approximately \$8,000 went to the 2004 United States Senate race of Russ Darrow; and approximately \$6,000 went to the 2004 reelection campaign of President George W. Bush.

Total Losses

48. The amount of losses caused by the scheme to defraud exceeded \$4 million.

Mail and Wire Fraud

49. Brownell, Mann, Hanson, and Gral, and others acting in concert with them and on their behalf, for the purpose of executing and attempting to execute the scheme to defraud did cause and intend to cause matter to be delivered by the United States Postal Service and commercial interstate carriers according to the directions thereon. The mail matter included the invoices and checks described above.

50. Brownell, Mann, Hanson, and Gral, and others acting in concert with them and on their behalf, for the purpose of executing and attempting to execute the scheme to defraud did cause and intend to cause interstate wire communications. These interstate wire communications included the transfer of funds from the State of Wisconsin to other locations including the State of Florida.

All in violation of Title 18, United States Code, section 1349.

Jan 19, 2005
Date

Steven M. Biskupic
STEVEN M. BISKUPIC
United States Attorney

United States v. Robert G. Brownell
Case No. 05-CR-013

GOVERNMENT'S OFFER OF PROOF

Overview.

At all time relevant to this prosecution, defendant Robert G. Brownell ("Brownell") was employed by Bielinski Brothers Builders, Inc. ("Bielinski Brothers") or one of its related businesses. Bielinski Brothers, which operated related businesses including Bielinski Homes and Bielinski Development, is a residential construction business located in Waukesha, Wisconsin. The business is owned by Frank and Harry Bielinski, who are brothers. In October 1995, Brownell was hired as the Acquisitions and Development Manager at Bielinski Brothers. In 2001, Brownell became the Chief Executive Officer of Bielinski Brothers.

As detailed below, Brownell and others working with him, including the other defendants charged in this case, devised and carried out a scheme to defraud Bielinski Brothers and others. As part of this scheme, Brownell used his position at Bielinski Brothers to authorize the payment of numerous fraudulent invoices and other expenses to his own benefit and the benefit of third parties, including his co-defendants.

As a further part of his scheme, Brownell fraudulently used his position at Bielinski Brothers to apply for and obtain loans from federally insured financial institutions in the names of Bielinski Brothers, in the names of its related businesses, as well as in the names of its owners, Frank and Harry Bielinski. To obtain these loans, Brownell, and others working with him and at his direction, forged the signatures of Frank and Harry Bielinski, as well as the signature of Harry's wife, Suzanne.

To facilitate the fraud, Brownell and others working with him and at his direction, set up separate businesses, including Southeastern Wisconsin Market Analysts, Inc. ("SEWMA"), Development Services, Inc. ("DSI"), Georgetown Holdings, LLC, Georgetown Investments, LLC, Georgetown Development, LLC, Belize, LLC, and MBB Associates.

1. Robert Mann/Mann Brothers, Inc.

At all times relevant to this prosecution, defendant Robert Mann ("Mann"), was an owner and officer of Mann Brothers, Inc., which is a construction, grading, and excavating business located in Elkhorn, Wisconsin.

In late 1999, Mann and Brownell entered into an agreement to obtain money from Bielinski Brothers through the submission of inflated and fraudulent invoices in connection with actual projects Mann Brothers was working on for Bielinski Brothers. Brownell would tell Mann on which projects Mann should submit inflated invoices and the amount by which Mann should inflate the invoices. Under this agreement, Brownell used his position at Bielinski Brothers to approve these inflated invoices.

Mann and Brownell agreed that a portion of the money fraudulently obtained from Bielinski Brothers would be used by Mann to pay for various expenditures benefitting Mann and Brownell, including funding illegal campaign contributions to various political candidates. Mann kept track of these expenditures, which totaled approximately \$1.1 million, on a "running total" he maintained. The remaining portion of the money fraudulently obtained from Bielinski Brothers was split between Mann and Brownell. To obtain his share of the money, Brownell submitted invoices to Mann Brother in the names of SEWMA and DSI totaling approximately \$1.2 million. Based on Mann's approval, Mann Brothers paid these latter invoices by issuing checks that were mailed to Brownell's businesses.

Pursuant to this agreement, during the period from late 1999 through July 2004, Mann submitted invoices to Bielinski Brothers that included inflated and fraudulent charges totaling approximately \$3.8 million. These invoices were mailed to Bielinski Brothers by Mann Brothers. Based on Brownell's approval, Bielinski Brothers paid these inflated and fraudulent invoices by issuing checks that were mailed to Mann Brothers.

2. Brian Carney.

During the period from approximately June 2000 through September 2000, Brian Carney was employed in the Acquisition and Development Department at Bielinski Brothers. In September 2000, Carney left Bielinski Brothers and went to work at Redmond Residential, which was also real estate development business. In April 2000, Brownell had formed a partnership with the owner of Redmond Residential and a third party. Carney worked at Redmond Residential from October 1, 2000 through October 2002. He was re-hired by Brownell to work at Bielinski Brothers beginning in January 2003.

In approximately October 2000, Carney entered into an arrangement with Robert Brownell, who, at that time, was the head of the Acquisition and Development Department at Bielinski Brothers. Under this arrangement, Brownell agreed to pay Carney and a second employee (Barb Gumieny) a "signing bonus" to leave Bielinski Brothers and go to work at Redmond Residential. Unbeknownst to the owners of Bielinski Brothers, Brownell used funds from Bielinski Brothers to pay this bonus. To facilitate this payment and make it look

legitimate, Carney formed a business called Great Lakes Design Group, LLC ("Great Lakes"). Carney also opened a bank account in the name of Great Lakes and a post office box in Waukesha.

On November 10, 2000, Carney and/or Brownell submitted an invoice to Bielinski Brothers in the name of Great Lakes. The invoice (no. 8228) was in the amount of \$31,200 and reflected a bill for services that had not, in fact, been provided to Bielinski Brothers. Pursuant to the arrangement with Carney, Brownell fraudulently authorized payment of this invoice by Bielinski Brothers. This payment, which was made by check dated December 13, 2000, was sent to Carney, who deposited the check into his Great Lakes bank account.

Carney then issued a check on the Great Lakes account payable to Brownell in the amount of \$29,900. Brownell used these funds, in turn, to make payments to Carney, in the amount of \$14,900, and Gumieny in the amount of \$15,000. These payments were made to induce Carney and Gumieny to leave Bielinski Brothers and go to work at Redmond residential.

In late 2002, Carney agreed to return to work at Bielinski Brothers. Brownell told Carney that he would pay Carney approximately \$10,000 prior to the time Carney actually started working again at Bielinski Brothers in January 2003. In addition, Brownell agreed to supplement Carney's official salary at Bielinski Brothers after Carney started working. Brownell instructed Carney to submit invoices to Bielinski Brothers under the name of Great Lakes to obtain these additional payments. Brownell never sought the approval of or informed the owners of Bielinski Brothers of this arrangement with Carney. During the period from approximately November 2002 through May 2004, and at Brownell's direction, Carney submitted fraudulent invoices to Bielinski Brothers in the name of Great Lakes totaling \$72,475. These invoices were made to appear as if Great Lakes had performed work on various Bielinski Brothers projects. Based on Brownell's approval, Bielinski Brothers paid the Great Lakes invoices. These payments were sent by mail to Carney.

3. Norman Hanson/Welch Hanson fraud.

At all times relevant to this prosecution, defendant Norman C. Hanson ("Hanson"), was a principal of and employed by Welch, Hanson and Associates ("Welch Hanson"). Welch Hanson is a business located in Delafield, Wisconsin that provides consulting and other services to real estate developers. These services include engineering, surveying, landscape architecture, and planning. In September 2002, Hanson set up a separate business under the name NCCBH Consulting Services, LLC ("NCCBH"). Hanson also opened a bank account in the name of NCCBH.

In approximately June 2001, Hanson and Brownell entered into an agreement whereby Welch Hanson provided services for real estate development projects in which Brownell was involved but that did not involve Bielinski Brothers. Under this arrangement, Welch Hanson submitted invoices to Bielinski Brothers for the work performed on Brownell's projects. These invoices totaled in excess of \$360,000. To conceal this arrangement, the invoices submitted by Welch Hanson to Bielinski Brothers reflected generic descriptions of the projects and the nature of the work that had been performed. Using his position at Bielinski Brothers, Brownell fraudulently approved payment of these invoices.

During the period from approximately October 2002 through April 2004, Hanson also submitted fraudulent invoices to Bielinski Brothers in the name of NCCBH charging for services that had not, in fact, been provided by Hanson or NCCBH. These invoices totaled approximately \$168,000. Using his position at Bielinski Brothers, Brownell approved these fraudulent invoices. Based on Brownell's approval, Bielinski Brothers paid these invoices by issuing checks that were mailed to Hanson and NCCBH.

Hanson retained a portion of the money paid by Bielinski Brothers as a fee for his services. The majority of the money Hanson obtained from Bielinski Brothers, however, was diverted back to Brownell. To obtain his share of the money and make it appear that these were legitimate business transactions, Brownell submitted invoices to NCCBH in the names of SEWMA and DSI. These invoices totaled approximately \$77,000.

At Brownell's direction, some of the money paid to NCCBH by Bielinski Brothers was used by Hanson to fund illegal campaign contributions made by Hanson, his wife, and Welch Hanson employees. In addition, some of the money was used by Hanson to pay for a portion of the rent for an apartment for a relative of Hanson's and to fund down payments made by two Welch Hanson employees for homes being built by Bielinski Brothers.

4. Florida condominium/Belize, LLC.

In July 2002, Brownell executed a contract to purchase a condominium located in Marco Island, Florida, for \$2,760,000. Brownell initially entered into the contract to purchase the condo in his own name but later changed the purchaser to Belize, LLC. Belize, LLC was a business formed by Brownell and defendant Michael Gral, in Florida in August, 2002. The sole owner of Belize, LLC was Georgetown Holding Company, LLC, which was a Wisconsin company formed by Brownell and Gral on November 21, 2001.

In connection with this purchase, Brownell provided down payments towards the purchase price totaling \$828,000. Brownell made this down payment in the form of three checks. The first was dated September 5, 2002, in the amount of \$50,000, and was written

on a Bielinski Brothers' account at State Financial Bank in the name of Fox Chase, LLC. Brownell did not have the authority to issue this check on behalf of Bielinski Brothers and did not inform the owners of Bielinski Brothers that he was using Bielinski Brothers' funds to make a down payment on the condominium.

The second check was dated September 23, 2002, in the amount of \$502,000, and was drawn on a Bielinski Brothers' account maintained at M&I Bank. Again, Brownell did not have the authorization of Bielinski Brothers to make this payment and did not inform the owners of Bielinski Brothers that he was using Bielinski Brothers' funds to make a down payment on his purchase of the Florida condominium. The remaining portion of the down payment was made using funds Brownell had borrowed from his co-defendant, Robert Mann.

Brownell closed on the purchase of the Florida condominium on June 28, 2004. The purchase of the condominium was funded by a \$2,760,000 loan. Gral and Brownell obtained from State Financial Bank in the name of Belize, LLC. At the closing of the purchase of the condominium in 2004, Brownell received approximately \$758,000, which he converted to his own use.

5. Harrison Lakes Property

In October 2003, Brownell submitted an offer to purchase a real estate development located on Harrison Lakes in Lincoln County, Wisconsin ("Harrison Lakes"). The original offer to purchase was made in the name of Bielinski Homes, Inc. for a total purchase price of \$1,561,000. Brownell submitted the offer in his capacity as the CEO of Bielinski Homes; however, Brownell had never obtained the authorization of the owners of Bielinski Homes to make this offer. This offer was ultimately accepted by the owners of Harrison Lakes and the sale closed on January 8, 2004.

Two days prior to the closing, Brownell executed an assignment transferring the offer to purchase Harrison Lakes from Bielinski Homes to FHB Investments, LLC. FHB Investments was a separate business set up by Brownell and Frank and Harry Bielinski, to make separate investments in real estate. Brownell executed the assignment of offer on behalf of both Bielinski Homes, as its CEO, and FHB Investments. Frank and Harry Bielinski were unaware of this transaction.

To fund the purchase of Harrison Lakes, Brownell fraudulently applied for and obtained a \$6.5 million line of credit at M&I Bank in the name of Bielinski Properties. To obtain this line of credit, Brownell and others working with him and acting as his direction, forged the signatures of Frank and Harry Bielinski, as well as Harry's wife, Suzanne, on various loan documents submitted to M&I Bank. In addition, Brownell had another

employee at Bielinski Homes, Jill Baker, fraudulently notarize the forged signatures of Harry, Frank and Suzanne Bielinski on these documents. The forged documents submitted to M&I Bank included a mortgage on several duplexes in Waukesha owned by the Bielinskis and an assignment of the rents from these duplexes to the bank.

After fraudulently obtaining this line of credit, Brownell directed that in excess of \$1,560,000 be drawn on the line of credit and transferred to the account of FHB Investments maintained at State Financial Bank. Brownell then directed that a series of checks totaling \$1,560,536.26 be issued on the FHB account to pay for the purchase of Harrison Lakes. Again, all of these transactions were conducted by Brownell without the knowledge or approval of Frank and Harry Bielinski.

As an aside, at approximately the same time, Brownell also approached State Financial Bank and applied for a \$1.5 million in the name of FHB Investments to purchase Harrison Lakes. Brownell never followed through on this loan.

In July 2004, Brownell sold the Harrison Lakes property to Georgetown Investments, which was a business he and Gral had set up in November 2001. The purchase price for this sale was \$1,561,000. The closing statement for this transaction is signed by Brownell on behalf of FHB Investments and Gral on behalf of Georgetown Investments.

Significantly, Brownell and Gral also executed an agency agreement that purports to be dated January 6, 2004. This agency agreement, which was likely executed in July, 2004 and backdated to January to precede the initial purchase of Harrison Lakes, indicates that at the time FHB Investments initially purchased Harrison Lakes it was acting as the agent for Georgetown Investments. At a minimum, this documentation would have avoided the transfer tax associated with the July 2004 sale of Harrison Lakes by FHB Investments to Georgetown Investments by making this latter sale appear to be merely a continuation of the January purchase.

The purchase of the Harrison Lakes property by Georgetown Investments was financed by a loan Gral and Brownell obtained in the name of Georgetown Investments from State Financial Bank. The loan was in the amount of \$1,538,000. In connection with obtaining this loan, Brownell and Gral also submitted a copy of the backdated agency agreement reflected that FHB had acted as Georgetown Investment's agent at the time of the initial purchase in January 2004.

As with most of the documentation in connection with the original purchase of the Harrison Lakes property and the subsequent sale to Georgetown Investments, this backdated agency agreement was generated by Gral's law firm, Michael, Best & Friedrich ("MB&F").

Gral was, at that time, a partner at MB&F and one of the lawyers for Bielinski Brothers and Frank and Harry Bielinski. MB&F billed Bielinski Brothers approximately \$4,000 for legal services in connection with the initial purchase of Harrison Lakes by FHB Investments and the later sale to Georgetown Investments. In fact, Gral was one of the three lawyers from MB&F who worked on this matter and billed Bielinski Brothers for his time.

6. Jack Broughton

Jack Broughton was hired as the Director of Marketing for Bielinski Brothers in May 2003. In a side agreement, Brownell agreed to supplement Broughton's official salary at Bielinski Homes by making payments to a business Broughton formed, Accipiter Communications, LLC. Brownell never sought the approval of or informed the owners of Bielinski Brothers of this arrangement with Broughton. During the period from June 2003 May 2004, and at Brownell's direction, Broughton submitted fraudulent invoices to Bielinski Brothers in the name of Accipiter Communications totaling \$111,002.35. These invoices were made to appear as if Accipiter Communications had provided consulting services to Bielinski Brothers. Based on Brownell's approval, Bielinski Brothers paid the Accipiter Communications invoices. These payments were sent to Broughton by mail.

7. Forged M&I Bank Loans

In March 2004, Brownell orchestrated the application and obtaining of three loans from M&I Bank using the forged signatures of Harry and Frank Bielinski and, in the case of one of the loans, the forged signature of Harry's wife, Suzanne. The first loan, which was in the name of Bielinski Development, Inc., was in the amount of \$7,120,000. The indicated purpose for this loan was the Bay Pointe Condominiums in Oconomowoc. At the time this loan was obtained, approximately \$2 million was drawn on the loan and used to purchase the property associated with this project.

The second loan, which was also issued in the name of Bielinski Development, Inc., was in the amount of \$2,550,000. This loan indicates that it was for purposes of another Bielinski project, Riverfront Condominiums in Waukesha. At the time of closing on this loan, approximately \$745,000 was drawn and again used to purchase the property on which this project was being constructed.

The third loan, which was in the amount of \$1,430,000, was issued in the names of Harry and Frank Bielinski, individually. The net proceeds from this loan (\$1,424,905) was wired to Mann Brothers.

All of the loan documents associated with these three loans bear the forged signatures of Harry and Frank Bielinski. Significantly, among these documents are forged agreements under which Frank and Harry Bielinski pledged their personal certificates of deposit at Johnson Bank to secure the loan obtained in their individual names that was used to wire \$1.4 million to Mann Brothers. The signature of Harry Bielinski was forged by David Busch; the signature of Frank Bielinski was forged by Jill Baker; and the signature of Harry Bielinski's wife, Suzanne, was forged by Joseph Harvey.

8. Fraudulent MB&F Escrow Agreements

In late May and early June 2004, Brownell caused the creation of four fraudulent escrow agreements. These escrow agreements represent that Bielinski Brothers had deposited a stated amount of money with the law firm of MB&F and that these funds would be available to the recipient of the escrow agreement if certain events occurred. All of the escrow agreements are executed by Brownell on behalf of various Bielinski entities.

Three of these escrow agreements (May 24, 2004 in the amount of \$274,900; May 25, 2004 in the amount of \$620,400; and May 26, 2004 in the amount of \$360,000) were provided to M&I Bank in connection with three loans Bielinski brothers obtained to purchase property. The escrow agreements were given to the bank to provide a financial cushion in the event that appraisals for the property turned out to be inadequate to cover three loans the bank was making to the Bielinski Brothers.

Each of the escrow agreements has an escrow receipt indicating that MB&F has received and deposited the indicated amount of money as earnest money for the agreement. While Brownell did provide a Bielinski Brothers' check for each of the escrow agreements, he directed the law firm not to deposit the checks and there were insufficient funds to cover the checks if the law firm had, in fact, deposited them.

Because the appraisals associated with the M&I Bank loans ultimately proved adequate to cover the loans, the three unfunded escrow agreements executed by Brownell were never drawn on and ultimately expired.

The fourth escrow agreement was provided by Brownell to Mann Brothers. This escrow agreement reflects that MB&F has a total of \$1,666,288 as earnest money deposited with it. Again, while Brownell did provide the law firm with a Bielinski check in this amount, he directed the law firm not to deposit the check and there were insufficient funds to cover the check had the law firm attempted to negotiate it.

This escrow agreement reflected that Mann Brothers had performed work on seven projects of Bielinski Brothers and was, therefore, owed a total of \$1,666,288. The majority of this amount (\$1,275,089) was for work Mann Brothers had purportedly done on a project known as Grandview Plaza.

After Brownell provided this unfunded escrow agreement to Mann Brothers, the CFO for Mann Brothers used the agreement in discussions with LaSalle Bank, which was providing financing to Mann Brothers and had concerns about accounts receivables that Mann Brothers had not collected. It is my understanding that Mann Brothers has subsequently attempted to collect on this escrow agreement.

9. Assignment Fraud

Over the course of his employment with Bielinski Brothers, Brownell fraudulently used his position to disrupt or otherwise sidetrack efforts by Bielinski Brothers to purchase real estate. Brownell and others working with him or at his direction, would then acquire the rights to purchase the real estate. Bielinski Brothers would then have to pay this third party an assignment fee to obtain the rights to purchase the property. As a result of Brownell's actions, Bielinski Brothers paid a total of \$1.5 million in assignment fees. In addition, Bielinski Brothers paid \$300,000 for a piece of property that it had previously sold in connection with one of the assignments for \$1,000.

(a) Fox Chase.

In March 2000, Bielinski Brothers obtained an offer to purchase 57 acres of land in Eagle, Wisconsin for \$660,000. This project is commonly referred to as the Fox Chase Development. Bielinski Brothers did not, however, close on this transaction.

Instead, in October of 2000, Redmond Residential of Wisconsin, which was operated by Mark Redmond and Brian Cummings, obtained an offer to purchase the property, as well as a 1.1 acre out lot, for \$760,000. As mentioned above, in April 2000, Brownell had entered into a partnership with Redmond and Cummings to form MBB Associates. In addition, shortly before Redmond Residential obtained the offer to purchase the Fox Chase property, Brownell convinced two of his subordinates at Bielinski Brothers, Brian Carney and Barb Gumieny, to leave Bielinski Brothers and go to work for Redmond Residential. As discussed above, Brownell paid Carney and Gumieny a "signing bonus" to go to work for Redmond Residential using funds from Bielinski Brothers.

In August 2001, Bielinski Brothers entered into an agreement with Redmond to obtain his right to purchase the Fox Chase property in exchange for a fee of \$350,000.

In April 2002, this transaction was completed (although in a somewhat more complicated fashion) and Redmond was paid the \$350,000 assignment fee. Redmond was also allowed to retain an out lot from the property for \$1,000.

On October 25, 2002, Brownell entered into an agreement with Redmond to purchase the out lot from Redmond for \$300,000.

(b) Grafenauer-Thomas Property

In July 2002, MBB submitted an offer to purchase 97 acres of real estate located in East Troy, Wisconsin. This property is commonly referred to the Grafenauer-Thomas property after its former owners. The offer was accepted in August 2002. As mentioned above, MBB was a joint venture of Mark Redmond (M), Brian Cummings (B), and Bob Brownell (B) formed in April 2000. In August 2002, Redmond entered into an agreement with the Bielinskis to assign his right to purchase the Grafenauer-Thomas property for a fee of \$650,000. After several delays and extensions, during which Bielinski Brothers made at least two payments of \$50,000 each to extend the closing, the sale of the property to Bielinski Brothers occurred in February 2004. At this time, Bielinski Brothers deposited \$650,000 with MB&F, which ultimately disbursed the money to MBB. By this time, however, Brownell had terminated his relationship with MBB.

(c) Ziegelbauer Property

In January 1999, Bielinski Brothers submitted an offer to purchase approximately 69 acres of real estate known as the Ziegelbauer property. The offer to purchase, which was in the amount of \$1,039,350 was accepted on January 19, 1999. This offer, however, was terminated prior to being completed.

In August 2001, Redmond Residential entered into a contract to purchase the Ziegelbauer property for \$1,096,000. In November 2002, representatives of Redmond and Bielinski Brothers reached an agreement on an assignment of Redmond's offer to purchase the Ziegelbauer property in exchange for a fee of \$500,000 plus costs that Redmond had incurred, which totaled \$65,000. The \$500,000 fee was paid by Bielinski Brothers through MB&F by check dated March 25, 2003.

10. Illegal Campaign Contributions

During the period Brownell was illegally diverting funds from Bielinski Brothers to Robert Mann, Mann Brothers, Norman Hanson and Welch Hanson, he was directing that some of these funds be used to make illegal campaign contributions to political candidates, including the 2004 Bush-Cheney campaign, the 2004 Russ Darrow Senate Campaign, and the 2002 gubernatorial campaign by Scott McCallum. As part of this activity, Hanson and Robert Mann recruited employees at their respective businesses to make contributions to these campaigns that would be reimbursed by their businesses. These contributions typically ranged from \$2,000 to \$5,000. In addition, Brownell and others working with him or at his direction recruited a handful of employees at Bielinski Brothers to make \$1,000 contributions to Russ Darrow's campaign. Again, at Brownell's direction, these contributions were reimbursed with money from Bielinski Brothers. To date, Dave Busch (Bielinski Brothers), Wally Utter (Mann Brothers), and Chris Kocejka (Mann Brothers) have been charged with violating federal law based on this conduct.

EXHIBIT 13

LOAN AND SECURITY AGREEMENT

By and Between

Green Sapphire Holdings Inc., a Delaware corporation,
as Borrower and

Global Capital Partners LLC, a Delaware limited liability company,
as Lender,

Dated: As of February 2, 2023

Loan No.: 2023-1001

LOAN TERMS

Note Date:	As of February 2, 2023
Borrower:	Green Sapphire Holdings Inc., a Delaware corporation
Borrower Address:	1007 Orange Street, Wilmington, Delaware 19801
Original Principal Amount:	\$10,000,000.00 to be disbursed in two tranches: (i) First Tranche on January 31, 2023 and (ii) Second Tranche as soon as possible shortly thereafter
Applicable Interest Rate:	Ten Percent (10%) for 120 days
Maturity Date:	June 2, 2023

FINANCIAL REPORTING

Due	Reporting
Quarterly	Operating Statements Balance Sheet

GUARANTOR

Guarantor	The Petro Carta Trust dated October 27, 2014 BNW Family Office, LLC
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LOAN AND SECURITY AGREEMENT

This Loan and Security Agreement (the "Agreement") is made as of February 2, 2023, by and among Green Sapphire Holdings Inc., a Delaware corporation, having an address at 1007 Orange Street, Wilmington, Delaware 19801 ("Borrower"; Organization No.: 4267001), and Global Capital Partners LLC, a Delaware limited liability company, having an address at 16192 Coastal Highway, Lewes, Delaware 19958.

In consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1. - DEFINITIONS

Section 1.1 DEFINITIONS.

For all purposes of this Agreement, except as otherwise expressly required or unless the context clearly indicates a contrary intent:

"Affiliate" shall mean, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person or of an Affiliate of such Person. Control shall mean the power, directly or indirectly, to direct or cause the direction of the management or business of a Person by ownership, contract or otherwise.

"Applicable Laws" shall mean all existing and future federal, state and local laws, ordinances, governmental rules and regulations or court orders affecting or which may be interpreted to affect the Borrower.

"Bankruptcy Code" shall mean the United States Bankruptcy Code, 11 U.S.C. §101 *et seq.*,

"Business Day" shall mean a day on which Lender is open for the conduct of substantially all of its banking business at its office in the city in which the Note is payable (excluding Saturdays and Sundays).

"Casualty" shall mean damage or destruction by fire, earthquake, wind or other casualty.

"Collateral" shall have the meaning set forth in Article 3.

"Debt" shall mean the outstanding principal amount set forth in, and evidenced by, this Agreement and the Note together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan evidenced by the Note, this Agreement or any other Loan Document.

"Default" shall mean the occurrence of any event hereunder or under any other Loan Document which, but for the giving of notice or passage of time, or both, would be an Event of Default.

"Default Rate" shall have the meaning set forth in the Note.

"Environmental Law" shall mean any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to protection of human health or the environment, relating to Hazardous Substances, relating to liability for or costs of Remediation or prevention of Releases of Hazardous Substances or relating to liability for or costs of other actual or threatened danger to human health or the environment; including, but not limited to, the following statutes, as amended, any successor thereto, and any regulations promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Substances Transportation Act; the Resource Conservation and Recovery Act (including, without limitation, Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; the River and Harbors Appropriation Act and the Residential Lead-Based Paint Hazard Reduction Act.

"Environmental Liens" shall mean any lien or encumbrance imposed pursuant to any Environmental Law, whether due to the act or omission of Borrower or any other Person.

"Event of Default" shall have the meaning set forth in Section 7 of this Agreement.

"Excluded Taxes" shall mean any of the following taxes imposed on or with respect to the Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder or any other Loan Document, or required to be withheld or deducted from a payment to any such recipient, (a) income, net profits, or capital taxes imposed on or measured by net income, and franchise taxes imposed by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or conducts business, in which its principal office is located or in which its applicable lending office is located; and (b) any branch profits taxes or any similar tax imposed by the jurisdiction where the Borrower is located.

"French/St. Barthelemy Counsel to Lender" shall mean, Pierre Kirscher of SELAS St-BARTHLAW, the legal counsel of the Lender advising the Lender under French and St. Bartholomew laws.

"First Tranche" shall mean the first drawdown under this Loan in an amount of at least Three Million United States Dollars (\$3,000,000).

"Fiscal Year" shall mean each twelve (12) month period commencing on January 1 and ending on December 31 during the term of the Loan.

"GAAP" shall mean generally accepted accounting principles in the United States of America as of the date of the applicable financial report.

"Governmental Authority" shall mean any court, board, agency, department, commission, office or other authority of any nature whatsoever for any governmental unit (federal, state, county, municipal, city, town, special district or otherwise) whether now or hereafter in existence.

"Guarantor" shall mean The Petro Carta Trust dated October 27, 2014 and BNW Family Office LLC, a Delaware limited liability company.

"Guaranty" shall mean that certain Guaranty of Payment to be issued by each of the Guarantors substantially in the form attached hereto as Exhibit B.

"Hazardous Substance(s)" shall mean any and all substances (whether solid, liquid or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, contaminant or toxic substance or words of similar meaning or regulatory effect under any present or future Environmental Laws or that may have a negative impact on human health or the environment, including, without limitation, petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, materials containing lead based paint, mold or fungus which may pose a risk to human health or the environment, radon, radioactive materials, flammables and explosives.

"Indemnified Persons" shall mean: (a) Lender; (b) any prior owner or holder of the Loan; (c) any subsequent owner or holder of the Loan; (d) any receiver or other fiduciary appointed in a foreclosure or other bankruptcy, insolvency, reorganization, conservatorship or other relief with respect to debts or similar proceeding; (e) any officers, directors, shareholders, partners, members, employees, agents, servants, representatives, contractors, subcontractors, affiliates or subsidiaries of any and all of the foregoing; and (f) the heirs, legal representatives, successors and assigns of any and all of the foregoing (including, without limitation, any successors by merger, consolidation or acquisition of all or a substantial portion of the Indemnified Person's assets and business), in all cases whether during the term of the Loan or as part of or following a foreclosure.

"Indemnified Taxes" shall mean (a) Taxes other than Excluded Taxes; and (b) to the extent not otherwise described in the foregoing Clause (a), Other Taxes. For clarity, "Indemnified Taxes" shall include without limitation any U.S. federal withholding Tax which is imposed on amounts payable to or for the account of Lender under this Agreement or any other Loan Document.

"Internal Revenue Code" or "Code" shall mean the Internal Revenue Code of 1986, 26 U.S.C. §1 *et seq.*, as amended, as it may be further amended from time to time, and any successor statutes thereto, and applicable U.S. Department of Treasury regulations issued pursuant thereto in temporary or final form.

"Legal Opinion of French/St. Barthelemy Counsel" shall mean the legal opinion or advice of French/St. Barthelemy counsel to the Lender confirming the validity of the Pledge and the perfection of the first priority mortgage on the Properties.

"Legal Opinion of U.S. Counsel" shall mean the legal opinion or advice of U.S. Counsel to the Lender confirming the validity of this Agreement, the Note and the other Loan Documents governed by Delaware law.

"Legal Requirements" shall mean all obligations imposed by all statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting the Borrower, whether now or hereafter enacted and in force, and all permits, licenses, authorizations and regulations relating thereto.

"Lien" shall mean any mortgage, deed of trust, lien, pledge, hypothecation, assignment, security interest, or any other encumbrance, charge or transfer of, on or affecting Borrower, the Collateral, any portion thereof or any interest therein, including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, the filing of any financing statement, and mechanic's, materialmen's and other similar liens and encumbrances.

"Loan" shall mean the loan made by Lender to Borrower pursuant to this Agreement.

"Loan Amount" shall mean an amount equal to Ten Million and 00/00 Dollars (\$10,000,000.00).

"Loan Documents" shall mean, collectively, this Agreement, the Note, the Guaranty, the Pledge and any and all other documents, agreements and certificates executed and/or delivered in connection with the Loan, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"Loan to Value Ratio" shall mean the ratio, expressed as a percentage of (i) the actual outstanding aggregate amount of the Loan at the time of calculation to (ii) the appraised value of the Property based upon an updated appraisal at the time of calculation.

"Losses" shall mean any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, fines, penalties, charges, fees, judgments, awards, amounts paid in settlement of whatever kind or nature (including but not limited to legal fees and other costs of defense).

"Material Adverse Effect" shall mean any event or condition, alone or when taken with other events or conditions or conditions existing or occurring concurrently with such event or condition has or is reasonably expected to have a detrimental effect on:

- (a) the business, operations, conditions (financial or otherwise), assets, liabilities, prospects or properties of Borrower;
- (b) the validity or enforceability of this Agreement or any other Loan Document;
- (c) the ability of Borrower to pay or perform the obligations;
- (d) the Collateral, the liens of Lender in and to the Collateral or the priority of Lender's liens, or
- (e) the ability of Lender to enforce its rights and remedies under this Agreement.

"Maturity Date" shall mean June 2, 2023.

"Note" shall mean that certain promissory note of even date herewith in the principal amount of Ten Million and 00/00 Dollars (\$10,000,000.00), made by Borrower in favor of Lender, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, substantially in the form attached hereto as Exhibit A.

"Obligations" shall mean:

- (a) payment of the indebtedness from Borrower to Lender and all other liabilities and obligations of every kind or nature whatsoever of Borrower to Lender;
- (b) the payment of all amounts advanced by Lender to preserve and protect the Collateral and defend its rights in the Collateral; and
- (c) observance and performance of all of Borrower's other obligations to perform acts or refrain from taking any action under this Agreement, the Note and the other Loan Documents.

"Organizational Documents" shall mean the charter, articles of incorporation and bylaws and any other agreements affecting the rights, limitations, preferences or obligations of an owner with respect to the entity.

"Other Taxes" shall mean any and all present or future stamp, recording, filing, documentary or similar taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or performance under or otherwise with respect to, this Agreement or any other Loan Document.

"Permitted Liens" shall mean collectively:

- (a) the Lien and security interests created by the Loan Documents;
- (b) Liens, if any, for Taxes imposed by any Governmental Authority not yet due or delinquent.

"Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Pledge" shall mean that certain Pledge Agreement between the Borrower and the Lender providing for a pledge of the Pledged Interests under French Law, substantially in the form attached hereto as Exhibit C.

"Pledged Interests" shall mean the shares of stock of Access Management, SAS.

"Property" or "Properties" shall mean two real estate properties owned by Access Management, SAS, in the island of St. Barthelemy, the Caribbean, including one villa and land in Plot AE 314 in Colombier and the land parcel in Plot AI 220 in Saint-Jean, identified in more detail in Exhibit D.

"Release" of any Hazardous Substance shall mean any release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Substances.

"Remediation" shall mean:

- (a) any response, remedial, removal, or corrective action, any activity to cleanup, detoxify, decontaminate, contain or otherwise remediate any Hazardous Substance;
- (b) any actions to prevent, cure or mitigate any Release of any Hazardous Substance;
- (c) any action to comply with any Environmental Laws or with any permits issued pursuant thereto; or
- (d) any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or evaluation relating to any Hazardous Substances.

"Scheduled Payment Date" shall have the meaning set forth in the Note.

"Second Tranche" shall mean the second and final drawdown under this Loan in an amount of at up to Seven Million United States Dollars (\$7,000,000).

"Subsidiary" shall mean Access Management SAS, an entity wholly owned by Borrower and organized under French law.

"Taxes" shall mean any and all present or future income, stamp, property, and/or other taxes, levies, imposts, duties, deductions, charges, fees or withholdings imposed, levied, withheld or assessed by any Governmental Authority, together with any interest, additions to tax or penalties imposed thereon and with respect thereto.

"Transfer" shall mean any direct or indirect sale, conveyance, mortgaging, grant, alienation, encumbrance, pledge, assignment or other transfer of the shares of stock, membership or limited liability company interests, or partnership interests of Borrower or any part thereof, or interest therein, or agreement to do any of the foregoing, whether voluntary or involuntary, and shall be deemed to include:

- (a) an installment sales agreement wherein Borrower agrees to sell for a price to be paid in installments;
- (b) if Borrower or any general partner or managing member (or if no managing member, any member or non-member manager) of Borrower is a corporation, any merger or consolidation, the voluntary or involuntary sale, conveyance, transfer or pledge of such corporation's stock (or the stock of any corporation directly or indirectly controlling such corporation by operation of law or otherwise) or the creation or issuance of new stock such that, in any such event, an aggregate of more than forty-nine percent (49%) of such corporation's stock shall be transferred, whether in one or a series of transactions;
- (c) if Borrower or any general partner or managing member (or if no managing member, any member or non-member manager) of Borrower is a limited or general partnership or joint venture, any merger or consolidation, the change, removal, resignation or addition of a general partner or joint venturer or the transfer or pledge of the partnership interest of any general partner or joint venturer or any profits or proceeds relating to such partnership or joint venture interest;

(d) if Borrower or any general partner or managing member of Borrower is a limited liability company with a managing member, any merger or consolidation, the change, removal, resignation or addition of a managing member or the transfer of the membership interest of a managing member or any profits or proceeds relating to such managing membership interest or the transfer, change, removal, resignation or addition of any member such that an aggregate of more than forty-nine percent (49%) of the membership interests in such limited liability company shall be transferred, whether in one or a series of transactions; and

(e) if Borrower or any general partner or managing member of Borrower is a limited liability company without a managing member, any merger or consolidation, the change, removal, resignation or addition of any non-member manager whatsoever, or the transfer, change, removal, resignation or addition of any member such that an aggregate of more than forty-nine percent (49%) of the membership interests in such limited liability company shall be transferred, whether in one or a series of transactions.

"UCC" or "Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect in the State of Delaware.

"U.S. Counsel to Lender" shall mean, Nelson Mullins, legal counsel to the Lender advising the Lender on Delaware law aspects of the Loan Documents governed by Delaware law.

Article 2. - LOAN TERMS

Section 2.1 AGREEMENT TO BORROW AND LEND.

(a) Borrower agrees to borrow from Lender and Lender agrees to lend to Borrower an amount equal to the Loan Amount in two tranches, the First Tranche to occur on January 31, 2023 and the Second Tranche to occur as soon as possible shortly thereafter, on the terms of and subject to the conditions of the Loan Documents including, without limitation Lender receiving the Legal Opinion of French/St. Barthelemy Counsel and the Legal Opinion of U.S. Counsel.

(b) The Loan Amount shall be used by Borrower for refinancing maturing debt of the Borrower, general working capital and financing expenses.

Section 2.2 PAYMENTS, MATURITY.

(a) Payments, Generally. Payments of principal and interest shall be due and payable by Borrower to Lender as provided in the Note. The outstanding principal balance and all accrued and unpaid interest and any other amounts due under the Loan Documents shall be due and payable on the Maturity Date, if not sooner paid.

(b) Prepayments. During the term, the Loan may be repaid or prepaid, in whole but not in part, at any time and from time to time in strict accordance with the terms of the Note.

Section 2.3 INTEREST RATE.

(a) Interest Rate. The Loan shall bear interest at a rate of Ten Percent (10%) for One Hundred and Twenty (120) days as set forth in the Note. Interest shall be calculated on the basis of a 360-day year for the actual days elapsed.

(b) Default Rate. In the event that, and for so long as, any Event of Default shall have occurred, and to the extent permitted by law, all accrued and unpaid interest, the outstanding principal balance and any other amounts due under the Loan Documents shall accrue interest at the Default Rate, calculated from the date such payment was due without any grace or cure periods contained herein.

(c) Late Payment. If Borrower fails to pay any installment of interest or principal within five (5) days from the date when due, Borrower shall pay a late charge as provided in the Note.

Section 2.4 USURY LAWS. It is the intention of Borrower and Lender to conform strictly to usury and similar laws relating to interest which may from time to time be in force, and all agreements between Lender and Borrower, whether now existing or hereafter arising and whether oral or written, are hereby expressly limited so that in no contingency or event whatsoever, whether by acceleration of maturity hereof or otherwise, shall the amount paid or agreed to be paid in the aggregate to Lender as interest under the Loan Documents, or in any other document evidencing, securing or pertaining to the Debt, exceed the maximum permissible amount under applicable usury or such other laws (the "Maximum Amount"). If from any possible construction of any document, interest would otherwise be payable under any Loan Document in excess of the Maximum Amount, or in the event for any reason whatsoever any payment by or act of Borrower pursuant to the terms or requirements of any Loan Document shall result in the payment of interest which would exceed the Maximum Amount, then any such construction shall be subject to the provisions of this Section, and ipso facto such document shall be automatically reformed, without the necessity of the execution of any amendment or new document, so that the obligation of Borrower to pay interest or perform such act or requirement shall be reduced to the limit authorized under Applicable Laws, and in no event shall Borrower be obligated to pay any interest, perform any act, or be bound by any requirement which would result in the payment of interest in excess of the Maximum Amount. Any amount received by Lender in excess of the Maximum Amount shall, without further agreement or notice between or by any party hereto, be deemed applied to reduce the principal amount of the Note immediately upon receipt of such moneys by Lender, with the same force and effect as though Borrower had specifically designated such sums to be applied to principal prepayment. The provisions of this Section shall supersede any inconsistent provision of this Agreement or any other Loan Document.

Article 3. - SECURITY INTEREST

Section 3.1 GRANT OF SECURITY INTEREST. As security for (i) all indebtedness, obligations and liabilities of Borrower to Lender arising under, or in connection with, the Loan and the Loan Agreement, whether now existing or hereafter arising; (ii) all obligations and liabilities of Borrower to Lender arising under or in connection with this Agreement, whether now existing or hereafter arising; (iii) any and all sums paid by Lender in order to preserve the Collateral or its security interest therein; (iv) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations or liabilities of Borrower referred to in clause (i), the expenses of retaking, holding, collection, preparing for sale, selling or otherwise disposing of or realizing on the Collateral, or of any exercise by Lender of its rights or remedies under this Agreement, together with attorneys' fees and expenses and court costs; and (v) all indemnity obligations of Borrower to Lender pursuant to this Agreement (collectively the "Obligations"), Borrower grants Lender a continuing first-priority security interest in, lien on and right of set-off against, and assigns to Lender as security, all of Borrower's right, title and interest in, to and under the following property

and interests in property, whether now owned or hereafter acquired or existing and wherever located, (collectively, the "Collateral"):

(a) all of Borrower's right, title and interest in and to the Pledged Interests, and the certificates representing the Pledged Interests;

(b) any and all rights and remedies of Borrower under the Organizational Documents, including the right to enforce any and all representations, warranties, covenants, obligations, agreements and indemnities of any party thereto made to or for the benefit of, or that otherwise inure to the benefit of, Borrower;

(c) All books and records (including credit files, computer programs, printouts and other computer materials and records) of Borrower pertaining to any of the foregoing; and

(d) Borrower's right, title and interest in and to the profits and losses of Borrower and Borrower's right as a shareholder of Subsidiary to receive dividends or distributions of Subsidiary's assets, upon complete or partial liquidation or otherwise.

Section 3.2 **DELIVERY OF CERTIFICATES, INSTRUMENTS; FINANCING STATEMENT.**

(a) Concurrently with this Agreement, Borrower shall deliver to Lender all original certificates, instruments and other documents evidencing or representing the Collateral accompanied by duly executed instruments of transfer in blank.

(b) Borrower authorizes Lender to file any financing statement or financing statement amendment required by Lender to establish or maintain the validity, perfection and priority of the security interest granted herein.

(c) From time to time, Lender may, but is not required to, perform any agreement or obligation of Borrower hereunder which Borrower shall fail to perform and take any action Lender deems necessary for the maintenance and preservation of any of its Collateral or its security interest.

Section 3.3 **RELEASE OF SECURITY INTEREST** At such time as (a) the Loan has been paid in full, (b) all the Obligations have been satisfied, and (c) the Loan Agreement shall have been terminated, Lender shall take all steps necessary to release the security interest in the Collateral granted hereunder, free and clear of any lien created hereunder in favor of Lender. Upon such termination, at the cost and expense of Borrower, Lender shall execute a satisfaction of this Agreement and such instruments, documents or agreements as are necessary or desirable to terminate, discharge and remove of record any documents constituting public notice of this Agreement and the security interests and assignment granted hereunder and shall deliver or cause to be delivered to Borrower the certificate(s) representing the Pledged Interests.

Section 3.4 **BORROWER REMAINS LIABLE.** Anything herein to the contrary notwithstanding, (a) Borrower shall remain liable under Organizational Documents to the extent set forth therein to perform all of its respective duties and obligations thereunder to the same extent as if this Agreement had not been executed; (b) the exercise by Lender of any of the rights hereunder shall not release any Borrower from any of its duties or obligations under the Organizational Documents; and (c) Lender shall not have any obligation or liability under the Organizational Documents by reason of this Agreement, nor shall Lender be obligated to perform any of the obligations or duties of Borrower thereunder or to take any action to collect or enforce

any claim for payment assigned hereunder; provided that Lender and any other transferee of the Collateral shall take the same subject to the Organizational Documents.

Section 3.5 **ADDITIONAL COLLATERAL** As additional collateral for the payment of any and all indebtedness and obligations of Borrower, Borrower shall cause Subsidiary to mortgage, grant, bargain, pledge, assign, warrant, transfer and convey to Lender, and grant a security interest to Lender in all right, title and interest of Subsidiary in and to the Property. Within thirty (30) days of the date of this Agreement, Borrower shall have such first lien mortgage properly recorded or registered in the records of St. Barthelémy and provide a copy of such recorded or mortgage and any attestations or affirmations as may be reasonably required by Lender affirming the first lien position of the mortgage on the Property and due and proper execution of all related documents.

Article 4. - REPRESENTATIONS AND WARRANTIES OF BORROWER

To induce Lender to make the Loan and to enter into this Agreement, Borrower hereby represents and warrants to Lender:

Section 4.1 LEGAL STATUS AND AUTHORITY. Borrower:

(a) is duly organized, validly existing and in good standing under the laws of its state of organization or incorporation;

(b) is duly qualified to transact business and is in good standing in each jurisdiction in which the character of the properties owned or leased by Borrower or the nature of its business makes such qualification necessary;

(c) has all necessary approvals, governmental and otherwise, and full power and authority to carry on its business as now conducted and proposed to be conducted; and

(d) has full power, authority and legal right to execute the Loan Documents, and to grant, bargain, sell, pledge, assign, warrant, transfer and convey the Collateral pursuant to the terms hereof and to keep and observe all of the terms of the Loan Documents on Borrower's part to be performed.

Section 4.2 STATUS OF BORROWER.

(a) Borrower's exact legal name and organizational identification number, if any, assigned by the state of incorporation or organization is correctly set forth on the first page of this Agreement, other Loan Documents and on any UCC-1 Financing Statements filed in connection with the Loan. Borrower is an organization of the type specified and is incorporated in or organized under the laws of the state specified on the first page of this Agreement. Borrower's principal place of business and the place where Borrower keeps its books and records, has been for the preceding four months (or, if less, the entire period of the existence of Borrower) is the address of Borrower set forth on the first page of this Agreement.

(b) Borrower is not directly engaged in any joint venture or partnership with any other Person.

Section 4.3 **VALIDITY OF DOCUMENTS.**

(a) The execution, delivery and performance of the Loan Documents and the borrowing evidenced by the Note: (i) are within the power of Borrower; (ii) have been authorized by all requisite action; (iii) have received all necessary approvals and consents, corporate, governmental or otherwise; (iv) will not violate, conflict with, result in a breach of or constitute (with notice or lapse of time, or both) a default under any provision of law, any order or judgment of any court or governmental authority, or any indenture, agreement or other instrument to which Borrower is a party or by which it or any of its assets is or may be bound or affected; (v) will not result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of its assets, except the lien and security interest created hereby; and (vi) will not require any authorization or license from, or any filing with, any Governmental Authority or other body (except for Uniform Commercial Code filings relating to the security interest created hereby).

(b) The Loan Documents constitute the legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their respective terms, except as may be limited by: (i) bankruptcy, insolvency or other similar laws affecting the rights of creditors generally; and (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law).

Section 4.4 **LITIGATION.** There is no material action, suit or proceeding, judicial, administrative or otherwise (including any condemnation or similar proceeding), pending or, to the best of Borrower's knowledge, threatened or contemplated against, or affecting, Borrower, Borrower's business or any Guarantor, except Other than that certain litigation regarding Indigo Ridge Development Partners LLC and initiated by the filing by Sagita 1601, LLC on August 28, 2019 of an Original Petition in the 368th District Court of Williamson County, Texas, in Cause No. 19-1310-C368 (the "Indigo Ridge Litigation").

Section 4.5 **FINANCIAL CONDITION.** Borrower:

(a) is solvent, and no bankruptcy, reorganization, insolvency or similar proceeding under any state or federal law with respect to Borrower has been initiated or threatened; and

(b) has received reasonably equivalent value for the granting of the Loan.

Section 4.6 **BUSINESS PURPOSES.** The proceeds of the Loan will be used by Borrower solely for business purposes and not for personal, family, household or agricultural purposes. No part of the proceeds of the Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose which would be inconsistent with such Regulation U or any other Regulations of such Board of Governors, or for any purposes prohibited by Legal Requirements or by the terms and conditions of the Loan Documents.

Section 4.7 **TAXES.** Borrower and any Guarantor have filed all federal, state, county, municipal, and city income and other Tax returns required to have been filed by them and have paid all Taxes and related liabilities which have become due pursuant to such returns or pursuant to any assessments received by them. Neither Borrower nor any Guarantor knows of any basis for any additional assessment in respect of any such Taxes and related liabilities for prior years.

Section 4.8 **TITLE TO PROPERTIES.**

(a) Borrower has good and marketable title to its properties and assets, including the Collateral, and the properties and assets reflected in the financial statements are not subject to any Liens other than the Permitted Liens. Borrower has not agreed or consented to cause any of its properties or assets (whether now owned or in the future acquired) to be subject to any Liens other than the Permitted Liens.

(b) Borrower is the sole owner of all of the Collateral, beneficially and of record, free and clear of any liens other than the liens created hereunder. The Collateral is not subject to any option to purchase or similar rights of any kind or any voting trust, lock-up agreement or similar arrangement.

(c) Borrower shall defend its title to the Collateral against all claims of all persons.

Section 4.9 **COMPLIANCE WITH LAW.** Borrower is not in violation of any Legal Requirements which could have a Material Adverse Effect on Borrower. Borrower has obtained all licenses, permits, franchises and other governmental authorization necessary for the ownership of its properties and assets, including the Collateral, and the conduct of its business.

Section 4.10 **PERFECTION.** Upon (a) the execution and delivery of this Agreement, (b) the delivery of the certificates evidencing the Borrower's interests in the Subsidiary, and (c) the filing of a UCC-1 financing statement against Borrower and naming Lender as the secured party in the office of the Secretary of State of the Borrower's state of incorporation or organization, Lender will have a valid, perfected, continuing, first-priority security interest in the Collateral.

Section 4.11 **INTELLECTUAL PROPERTY.** All patents, trademarks, service marks, copyrights, design rights, tradenames, assumed names, trade secrets and licenses owned or utilized by Borrower are valid and have been duly filed with all appropriate Governmental Authorities and Borrower is not aware of any objection or challenge to their validity.

Section 4.12 **ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants, that:

(a) there is no past or present non-compliance with Environmental Laws, or with permits issued pursuant thereto; and

(b) Borrower does not know of, and has not received, any written or oral notice or other communication from any Person relating to Hazardous Substances or Remediation thereof, of possible liability of any Person pursuant to any Environmental Law, other environmental conditions, or any actual or potential administrative or judicial proceedings in connection with any of the foregoing.

Section 4.13 **NO CHANGE IN FACTS OR CIRCUMSTANCES.** All information in the application for the Loan submitted to Lender and in all financial statements, reports, certificates and other documents submitted in connection with the loan application or in satisfaction of the terms thereof, are accurate, complete and correct in all material respects. There has been no adverse change in any condition, fact, circumstance or event that would make any such information inaccurate, incomplete or otherwise materially misleading.

Section 4.14 **DISCLOSURE.** Borrower has disclosed to Lender all material facts and has not failed to disclose any material fact that could cause any representation or warranty made herein to be materially misleading or have a Material Adverse Effect on Borrower or Borrower's business.

Section 4.15 **LEGAL STATUS OF SUBSIDIARY.** Subsidiary:

(a) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization or incorporation;

(b) is duly qualified to transact business and is in good standing in each jurisdiction in which the character of the properties owned or leased by Borrower or the nature of its business makes such qualification necessary; and

(c) has all necessary approvals, governmental and otherwise, and full power and authority to carry on its business as now conducted and proposed to be conducted

Section 4.16 **SUBSIDIARY ASSETS**

(a) Subsidiary has good and marketable title to its Property and assets and are not subject to any Liens other than the Permitted Liens. Subsidiary has not agreed or consented to cause any of its Property or assets (whether now owned or in the future acquired) to be subject to any Liens other than the Permitted Liens.

(b) Subsidiary is the sole owner of all of the Property, beneficially and of record, free and clear of any liens other than the liens created hereunder.

Section 4.17 **THIRD PARTY REPRESENTATIONS.** Each of the representations and the warranties made by each Guarantor herein or in any of the other Loan Documents is true and correct in all material respects.

Borrower recognizes and acknowledges that in accepting the Loan Documents, Lender is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in this Article 4 without any obligation to investigate and notwithstanding any investigation by Lender; that such reliance existed on the part of Lender prior to the date hereof; that the warranties and representations are a material inducement to Lender in accepting the Loan Documents; and that Lender would not be willing to make the Loan in the absence of the warranties and representations as set forth in this Article 4.

Article 5. - BORROWER COVENANTS

Section 5.1 **MAINTENANCE OF COLLATERAL.**

(a) Borrower shall not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove, any lien on the Collateral.

(b) Borrower shall safeguard and protect all Collateral and shall not allow any material default for which it is responsible to occur under any Collateral, and shall fully perform or cause to be performed when due all of its respective obligations under the Collateral

(c) Borrower shall not permit the merger or consolidation of the Subsidiary or the issuance of additional shares, options, warrants or convertible obligations or notes with respect to the Subsidiary.

(d) Borrower shall not, without the written consent of Lender, which consent shall be granted or withheld in Lender's sole discretion sell, assign, pledge, grant any lien on, transfer, dispose of or otherwise encumber the Collateral or any part thereof, including, without limitation, entering into any lock-up, voting trust or any other arrangement with respect to the Collateral that adversely affects the interests of the Lender, as determined by the Lender in Lender's sole discretion.

(e) Borrower shall not, without the written consent of Lender, which consent shall be granted or withheld in Lender's sole discretion cause the Subsidiary to (I) sell, lease assign, pledge, grant any lien on, transfer, dispose of or otherwise encumber the Property owned by the Subsidiary or any part thereof, (II) alter, amend or otherwise change the zoning, classification or designation for use of the Property owned by the Subsidiary or any part thereof or (III) develop or construct any structure on the Property owned by the Subsidiary or any part thereof.

(f) Borrower shall obtain (at its sole cost) updated appraisal reports for each of the Properties from an independent third-party appraisal firm in St. Barthelemy, including a reliance letter authorizing the Lender to rely on such appraisal reports, and deliver such reports and reliance letters to the Borrower as soon as possible after the First Tranche but in no event later than forty-five (45) days thereafter. If the Loan to Value Ratio is below forty percent (40%), the Borrower shall be required to give additional collateral to secure the Loan in the form acceptable to the Lender in its sole discretion.

Section 5.2 **RIGHTS OF BORROWER.** Unless an Event of Default either (i) has occurred or (ii) as a result of the exercise or taking of any action or after giving effect to a distribution will occur, Borrower shall be entitled to (a) exercise any and all voting and other consensual rights pertaining to the Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement, provided that Borrower shall not exercise or refrain from exercising any such right if such action would have a Material Adverse Effect on the value of the Collateral or the benefits of this Agreement and (b) receive and use, free and clear of any lien created hereby or any security interest granted by Borrower to Lender hereunder, for any purpose any distributions actually made, and any allocations actually made, with respect to the Collateral (whether as a distribution of net cash flow or otherwise), provided that distributions payable other than in cash shall be delivered to Lender and shall be additional security for the Loan.

Section 5.3 **BUSINESS CONDUCTED.** Borrower shall and shall cause Subsidiary to continue in the business currently conducted by it using its best efforts to maintain its customers and goodwill. Borrower shall and shall cause Subsidiary to not, directly or indirectly, engage in any line of business substantially different from the line of business conducted by Borrower or Subsidiary as of the date of this Agreement. Borrower shall cause Subsidiary to change its domicile to Florida, United States of America prior to granting the mortgages on the Properties in a manner reasonable satisfactory to French/St. Barthelemy Counsel to Lender and U.S. Counsel to Lender.

Section 5.4 **PAYMENT OF TAXES, ETC.**

(a) Borrower shall promptly pay all Taxes when due and furnish to Lender upon request receipted bills of the appropriate taxing authority or other documentation reasonably satisfactory to Lender evidencing the payment thereof. Borrower shall not suffer and shall promptly cause to be paid and discharged any lien or charge whatsoever which may be or become a lien or charge against the Collateral.

(b) After prior written notice to Lender, Borrower, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Taxes or any claims or judgments of mechanics, materialmen, suppliers or vendors or any lien therefor, provided that:

- (i) no Event of Default has occurred and is continuing hereunder or under any of the other Loan Documents;
- (ii) Borrower is not prohibited from doing so under the provisions of any other agreement affecting Borrower;
- (iii) such proceeding shall suspend the collection of the disputed amount from Borrower (and Borrower shall furnish such security as may be required in the proceeding for such purpose), or Borrower shall have bonded over or paid all of the disputed amount under protest;
- (iv) the Collateral will not be in danger of being sold, forfeited, terminated, canceled or lost; and
- (v) Borrower shall have deposited with Lender adequate reserves for the payment of the disputed amount, together with all interest and penalties thereon, unless Borrower has bonded over or paid all of the disputed amount under protest.

Section 5.5 **PAYMENT OF LEASEHOLD OBLIGATIONS.** Borrower shall at all times pay when due, its rental obligations under all leases which it is a tenant or lessee and shall comply in all material respects with all other terms of any lease and keep them in full force and effect.

Section 5.6 **COMPLIANCE WITH LAWS.** Borrower shall and shall cause Subsidiary to promptly comply with all Legal Requirements. Borrower shall give prompt notice to Lender of the receipt by Borrower of any notice related to a violation of any Legal Requirements and of the commencement of any proceedings or investigations which relate to compliance with Legal Requirements.

Borrower shall have the right, after prior written notice to Lender, to contest by appropriate legal proceedings diligently conducted in good faith, without cost or expense to Lender, the validity or application of any Legal Requirements and to suspend compliance therewith if permitted under Legal Requirements, provided:

- (i) failure to comply therewith may not subject Borrower or Lender to any civil or criminal liability;

- (ii) prior to and during such contest, Borrower shall furnish to Lender security reasonably satisfactory to Lender against loss or injury by reason of such contest or non-compliance with such Legal Requirements;
- (iii) no Event of Default shall exist during such proceedings, and such contest shall not otherwise violate any of the provisions of any of the Loan Documents; and
- (iv) such contest shall not subject the Collateral to any lien or encumbrance the enforcement of which is not suspended by such contest or otherwise affect the priority of the lien of Lender.

Section 5.7 **BOOKS AND RECORDS.**

(a) Borrower and Guarantor, shall keep adequate books and records of account in accordance with GAAP or in accordance with other methods acceptable to Lender in its sole discretion, consistently applied and shall furnish to Lender the following, which shall be prepared, dated and certified by Borrower (or by Guarantor, to the extent such items relate to Guarantor) as true, correct and complete in the form required by Lender, unless otherwise specified below:

- (i) quarterly operating statements of the Borrower, detailing the revenues received, the expenses incurred and the net operating income before and after debt service (principal and interest) and containing appropriate year to date information, within thirty (30) days after the end of each fiscal quarter;
- (ii) quarterly balance sheets of Borrower within thirty (30) days after the end of each fiscal quarter;
- (iii) an annual operating statement of the Borrower detailing the total revenues received, total expenses incurred, total cost of all capital improvements, total debt service and total cash flow, prepared, dated and certified by independent certified public accountants acceptable to Lender within ninety (90) days after the close of each fiscal year of Borrower;
- (iv) an annual balance sheet and profit and loss statement of Borrower and any Guarantors within ninety (90) days after the close of each fiscal year of Borrower and Guarantors prepared, dated and certified by independent certified public accountants acceptable to Lender, as the case may be; and
- (v) such other financial statements, and such other information and reports as may, from time to time, be required by Lender.

(b) Borrower and any Guarantor shall furnish Lender with such other additional financial or management information (including State and Federal Tax returns) as may, from time to time, be reasonably required by Lender in form and substance satisfactory to Lender, in reasonable detail and certified by Borrower as true, correct and complete.

(c) Following the occurrence of an Event of Default, or if Lender has reason to believe that any item furnished under this Section is materially inaccurate or misleading, Lender shall have the right, but not the obligation, to obtain any of the financial statements and other items required to be provided under this Section by means of an audit by an independent certified public accountant selected by Lender, in which event Borrower agrees to pay, or to reimburse Lender for, any expense of such audit and further agrees to provide all necessary information to said accountant and otherwise to cooperate in the performance of such audit.

Section 5.8 **PERFORMANCE OF OTHER AGREEMENTS.** Borrower shall observe and perform each and every term to be observed or performed by Borrower pursuant to the terms of any agreement or instrument affecting or pertaining to Borrower or the Collateral or given by Borrower to Lender for the purpose of further securing an Obligation and any amendments, modifications or changes thereto.

Section 5.9 **INSURANCE.** (a) Borrower shall and shall cause Subsidiary to maintain or cause to be maintained insurance with respect to its business and properties in such amounts, deductibles and coverages as Lender shall reasonably require, including without limitation:

- (i) insurance against loss or damage by Casualty;
- (ii) commercial general liability insurance;
- (iii) business interruption insurance;
- (iv) product liability;
- (v) bond against larceny or embezzlement; and
- (vi) worker's compensation insurance.

All insurance policies shall be issued by financially responsible insurers. Borrower shall furnish Lender with copies of all policies and renewals of such policies at least thirty (30) days prior to any expiration date and appropriate loss payable endorsements in form and substance satisfactory to Lender naming Lender as a co-insured and loss-payee as its interests may appear. All insurance policies shall contain a provision that such policies may not be cancelled or amended or failed to be renewed without at least thirty (30) days prior written notice to Lender.

(b) If any of the Collateral shall be damaged or destroyed, in whole or in part, by Casualty, Borrower shall give prompt notice of such damage to Lender and shall promptly commence and diligently prosecute the proof of loss and the replacement, restoration or repair of any of the Collateral so damaged or destroyed. Borrower shall pay all costs of replacing, restoring or repairing any Collateral so damaged or destroyed, whether or not such costs are covered by insurance. Lender may but shall not be obligated to make proof of loss if not made promptly by Borrower. Borrower shall adjust all claims for insurance proceeds in consultation with, and approval of, Lender; provided, however, if an Event of Default has occurred and is continuing, Lender shall have the exclusive right to participate in the adjustment of all claims for insurance proceeds.

Section 5.10 **ACCESS TO PROPERTY.** Borrower shall permit Lender, its agents and representatives to inspect the Collateral and the Property of Subsidiary at reasonable hours

upon reasonable advance notice and shall provide Lender, its agents and representatives all documents relating to the Collateral or the Property of the Subsidiary as reasonably requested by Lender.

Section 5.11 **LITIGATION.** Borrower shall give prompt notice of any litigation or governmental proceeding pending or threatened against Borrower, Subsidiary or Guarantor which might materially adversely affect Borrower's, Subsidiary's or Guarantor's condition, financial or otherwise, or the Collateral, in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).

Section 5.12 **DIVIDENDS, DISTRIBUTIONS AND MANAGEMENT FEES.** Except with the express written consent of Lender, Borrower shall not:

(a) declare or pay any dividends or other distributions with respect to, purchase, redeem or otherwise acquire for value any of its outstanding stock, partnership interests or membership interests or return any capital of its shareholders, partners, members or managers. Notwithstanding the foregoing, provided that an Event of Default does not exist or after giving effect to the dividend or distribution will exist, Borrower may make a dividend or distribution in an amount not to exceed the amount either of the federal and state income Taxes due and owing by the shareholders of Borrower, if it is an S corporation as defined in the Code, the partners or the members for the most recently ended fiscal year or for estimated federal and state income Taxes for the current fiscal year due and owing by the shareholders, partners or members of Borrower; and

(b) pay management fees or fees of a similar nature to any Guarantor or person affiliated with Guarantor.

Section 5.13 **SINGLE PURPOSE ENTITY/SEPARATENESS.** Until the Debt has been paid in full, Borrower has not and will not:

(a) merge into or consolidate with any Person, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(b) create or own any new subsidiary;

(c) commingle its assets with the assets of any other Person;

(d) establish any new credit facilities, engage in any debt restructure, or accelerate payment of any existing debt;

(e) enter into any contract or agreement with any general partner, member, shareholder, principal, guarantor of the obligations of Borrower, or any Affiliate of the foregoing, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;

(f) assume or guaranty the debts of any other Person, hold itself out to be responsible for the debts of any other Person, or otherwise pledge its assets for the benefit of any other Person or hold out its credit as being available to satisfy the obligations of any other Person; and

- (g) make any loans or advances to any Person.

Section 5.14 **CHANGE OF NAME, IDENTITY OR STRUCTURE.**

Borrower shall not change or permit to be changed:

- (a) Borrower's name;
- (b) Borrower's identity (including its trade name or names);
- (c) Borrower's principal place of business set forth on the first page of this Agreement;
- (d) the corporate, partnership, limited liability company or other organizational structure of Borrower;
- (e) Borrower's state of incorporation or organization;
- (f) Borrower's organizational identification number; or
- (g) Borrower's management, officers or board of directors,

without in each case notifying Lender of such change in writing at least thirty (30) days prior to the effective date of such change and, in the case of a change in Borrower's structure or management officers or board of directors, without first obtaining the prior written consent of Lender. Borrower authorizes Lender to file any financing statement or financing statement amendment required by Lender to establish or maintain the validity, perfection and priority of the security interest granted herein. At the request of Lender, Borrower shall execute a certificate in form satisfactory to Lender listing the trade names under which Borrower intends to operate and representing and warranting that Borrower does business under no other trade name. If Borrower does not now have an organizational identification number and later obtains one, or if the organizational identification number assigned to Borrower subsequently changes, Borrower shall promptly notify Lender of such organizational identification number or change.

Section 5.15 **BUSINESS AND OPERATIONS.** Borrower will qualify to do business and will remain in good standing under the laws of each state as and to the extent the same are required for the ownership, maintenance, management and operation of is business.

Section 5.16 **ENVIRONMENTAL COVENANTS.** Borrower covenants and agrees that:

- (a) all uses and operations by Borrower, shall be in compliance with all Environmental Laws and permits issued pursuant thereto;
- (b) there shall be no Hazardous Substances in, on, or under any Property of the Borrower, except those that are both:
 - (i) in compliance with all Environmental Laws and, if required, with permits issued pursuant thereto; and
 - (ii) fully disclosed to Lender in writing or are used by Borrower in the ordinary course of their business.

(c) Borrower shall, at its sole cost and expense, perform any environmental site assessment or other investigation of environmental conditions, pursuant to any reasonable written request of Lender if Lender has reason to suspect that a Release of a Hazardous Substance might have occurred (including, without limitation, sampling, testing and analysis of soil, water, air, building materials and other materials and substances whether solid, liquid or gas), and share with Lender the reports and other results thereof, and Lender and other Indemnified Parties shall be entitled to rely on such reports and other results thereof;

(d) Borrower shall, at its sole cost and expense, comply with all reasonable written requests of Lender to:

- (i) reasonably effectuate Remediation of any condition (including, without limitation, a Release of a Hazardous Substance);
- (ii) comply with any Environmental Law;
- (iii) comply with any directive from any Governmental Authority; and
- (iv) take any other reasonable action necessary or appropriate for protection of human health or the environment.

(e) Borrower shall not do any act that materially increases the dangers to human health or the environment, poses an unreasonable risk of harm to any Person, impairs or may impair the value of the Collateral, is contrary to any requirement of any insurer, constitutes a public or private nuisance or constitutes waste; and

(f) Borrower immediately upon becoming aware of the same shall notify Lender in writing of:

- (i) any presence or Releases or threatened Releases of Hazardous Substances;
- (ii) any non-compliance with any Environmental Laws related in any way to Borrower's properties;
- (iii) any required or proposed Remediation of environmental conditions; and
- (iv) any written or oral notice or other communication of which Borrower becomes aware from any source whatsoever (including, without limitation, a governmental entity) relating in any way to Hazardous Substances or Remediation thereof, possible liability of any Person pursuant to any Environmental Law, other environmental conditions, or any actual or potential administrative or judicial proceedings.

Article 6. - TRANSFERS

Section 6.1 TRANSFERS BY BORROWER.

Except with the prior written consent of Lender, which may be withheld or denied in Lender's sole discretion, Borrower shall not permit any Transfer.

Article 7. - DEFAULTS; REMEDIES

Section 7.1 **DEFAULTS.** The occurrence of one or more of the following events shall be an event of default ("Event of Default"):

- (a) If any portion of the Debt is not paid when due;
- (b) If any other Obligation is not performed in accordance with the terms and conditions of this Agreement and the other Loan Documents;
- (c) The occurrence of a transfer prohibited by this Agreement;
- (d) If any representation or warranty contained herein or in any other Loan Document or if any of the information contained in any documentation provided to Lender by Borrower in conjunction with the Loan shall not be true and accurate in all material respects as of the date made;
- (e) If there shall occur a Material Adverse Change in the financial condition or in the business of Borrower or if Lender in good faith deems itself insecure as a result of acts or events bearing upon the financial condition of Borrower.
- (f) If any one or more of Borrower or Guarantor shall:
 - (i) file a voluntary petition in bankruptcy or for relief under the Bankruptcy Act or any similar state or federal law;
 - (ii) file a pleading in any proceeding admitting insolvency;
 - (iii) not have vacated within sixty (60) days after the filing against Borrower or Guarantor of any involuntary proceeding under the Bankruptcy Act or similar state or federal law;
 - (iv) have a substantial part of any one or more of their assets attached, seized, subjected to a writ or distress warrant, or levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within sixty (60) days;
 - (v) make an assignment for the benefit of creditors or shall consent to the appointment of a receiver or trustee or liquidator of all or a major part of its property; or
 - (vi) not have vacated any order appointing a receiver, trustee or of any Borrower or Guarantor or all or a major part of any such person's property.
- (g) If a notice of lien, levy or assignment is filed or recorded with respect to all or any of the assets of Borrower by the United States government or any department, agency or instrumentality thereof or by any state, county, municipal or other governmental agency, or if any

Taxes or debts owing at any time or times hereafter to any one of them becomes a lien or encumbrances upon any of Borrower's assets and any of the foregoing is not released, bonded or otherwise secured to Lender's reasonable satisfaction within sixty (60) days after the same becomes a lien or encumbrance;

(h) If Borrower shall continue to be in default under any other term, covenant or condition of this Agreement not specified above, for thirty (30) days after notice to Borrower from Lender, provided however, if such default cannot reasonably be cured within such thirty (30) day period and Borrower shall have commenced to cure such default within the thirty day (30) period and Borrower shall thereafter diligently and expeditiously proceed to cure for such additional time as is reasonably necessary but not to exceed sixty (60) days.

Section 7.2 **RIGHT OF ENFORCEMENT.** Upon the occurrence of an Event of Default, Lender shall have and may exercise any and all rights of enforcement and remedies afforded to Lender pursuant to this Agreement, the Note, and the other Loan Documents, together with any and all other rights and remedies otherwise provided and available to Lender by law or equity, including without limitation:

(a) terminate the Loan, whereupon all outstanding obligations shall become immediately due and payable;

(b) setoff or apply any property of Borrower held by Lender to reduce the outstanding obligation;

(c) notify or cause Borrower to notify, at its sole cost and expense, any or all of the Account Debtors that the Accounts have been assigned to Lender and that all future payments on the Accounts should be paid directly and solely to Lender as directed;

(d) exercise any and all rights of enforcement and remedies available under the UCC either as of the date of this Agreement or as of any Event of Default, and in conjunction with, in addition to, or substitution for those rights, Lender may, in its absolute discretion:

(i) enter upon any premises of Borrower to take possession of, assemble and collect and carry away the Collateral; and/or

(ii) require Borrower at Borrower's sole cost to assemble the Collateral and make it available at a place Lender designates which is convenient to allow Lender to take possession or dispose of the Collateral; and/or

(iii) waive any Event of Default or remedy any Event of Default in any reasonable manner, without waiving its rights and remedies upon such Event of Default and without waiving any other prior or subsequent Event of Default.

Lender shall not be liable for failure to assemble and collect the Collateral or any part thereof or to enforce any rights hereunder or under any agreement relating to the Collateral, or for any act or omission on the part of Lender, its officers, agents or employees, except willful misconduct.

Section 7.3 **RIGHTS OF SALE.** Borrower agrees that if an Event of Default occurs under this Agreement, Lender may, at its option, sell and dispose of the Collateral at one

or more public or private sales upon giving Borrower not less than ten (10) days' written notice of the time and place of each such public sale or the time, place, terms and conditions of each such private sale, which notice or notices Borrower hereby agrees are commercially reasonable within the meaning of the UCC. Lender, or any other party which is the highest bidder, shall have the right to purchase the Collateral being offered at any public sale free from any right of redemption, if any, in Borrower, which right of redemption is hereby expressly waived. Lender as highest bidder at any public sale may apply any unpaid portion of the Debt on account of or in full satisfaction of the purchase price. Lender, if it is not the purchaser, shall have the right to apply the net proceeds of any such public or private sale (after paying all of its reasonable costs and expenses of every kind and nature incidental thereto including, without limitation, attorney's fees and legal expenses and expenses incidental to preparing for sale, selling and the like), to payment of the Debt. Only after so applying such net proceeds and after the payment by Lender of any other sums required to be paid pursuant to any existing or future provision of law including, without limitation, the UCC, shall Lender be obligated to account to Borrower for the surplus, if any, resulting from any public or private sale. If any deficiency on the Debt shall remain after all of the Collateral has been disposed of at such public or private sale or sales and after applying the net proceeds of each such sale as provided in this Section 7.3, Borrower shall pay such deficiency to Lender.

Section 7.4 **MISCELLANEOUS RIGHTS OF LENDER.**

(a) Borrower hereby waives any and all legal requirements that Lender institute any action or proceeding at law or in equity against Borrower or exhaust its remedies in respect of any other security held by Lender as a condition precedent to exercising its rights and remedies as to the Collateral pursuant to the provisions of this Agreement. Borrower waives any defenses caused by reason of any disability or other defense of any person, or by reason of the cessation from any cause whatsoever of the liability of any other person. Borrower authorizes Lender, without notice or demand and without affecting Borrower's liability or Lender's rights hereunder or on the Debt, from time to time: (i) to take and hold security other than the Collateral for the payment of the Debt or any part thereof, and exchange, enforce, waive and release the Collateral, or any part thereof or any rights, remedies, securities or liens of Borrower with respect to the Collateral, or any such other security; (ii) to apply the Collateral or any other security and direct the order or manner of sale thereof as Lender in its discretion may determine; and (iii) to endorse Borrower's name to any notes, checks, drafts, bills of exchange, commercial paper or other instruments.

(b) Lender may proceed against all or a portion of the Collateral. All rights and remedies under this Agreement or otherwise available to law or equity may be pursued concurrently or otherwise at such time and in such order as Lender may determine in its sole discretion without impairing or otherwise affecting the other rights and remedies of Lender.

Section 7.5 **RIGHT TO CURE DEFAULTS.** Upon the occurrence of any Event of Default or if Borrower fails to make any payment or to do any act as herein provided, Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder, make or do the same in such manner and to such extent as Lender may deem necessary to protect the security hereof, including without limitation: (a) obtain insurance covering any part of the Collateral; (b) discharge any Taxes, liens or other encumbrances at any time levied or placed on any Collateral in violation of this Agreement; and (c) pay for the preservation and maintenance of any Collateral. Lender is authorized to appear in, defend, or bring any action or proceeding to protect its interest in the

Collateral or to foreclose or collect the Loan, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest at the Default Rate, shall constitute a portion of the Loan and be secured by this Agreement and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate, for the period from that the incurrence of such cost or expense by Lender to the date of payment to Lender.

Section 7.6 APPOINTMENT OF LENDER AS BORROWER'S LAWFUL ATTORNEY.

Upon the occurrence and during the continuance of an Event of Default, Borrower irrevocably designates, makes, constitutes and appoints Lender (and all Persons designated by Lender) as its true and lawful attorney (and agent-in-fact) to take the following actions: (a) at such time or times hereafter as Lender or its agent in its sole discretion may determine, in Borrower's or Lender's name, to endorse Borrower's name on any checks, notes, drafts, instruments, documents or any other payment relating to the Collateral and/or proceeds of the Collateral which come into the possession of Lender or come under Lender's control; (b) to the extent permitted by applicable law, to sign Borrower's name on any documents (including financing statements and continuations thereof) necessary or desirable for the purpose of maintaining or achieving the perfection of a security interest in the Collateral; (c) to the extent permitted by law, to sign Borrower's name to any document necessary or appropriate in order to permit Lender to fully exercise its rights and remedies; and (d) at such time or times hereafter as Lender or its agent in their sole discretion may determine in Borrower's or Lender's name to exercise any voting rights or other rights of consent or approval. The power of attorney granted under this Section, and any other power of attorney granted under this Agreement, shall be irrevocable and coupled with an interest.

Article 8. - INDEMNITY

Section 8.1 INDEMNITY. Borrower hereby indemnifies the Indemnified Persons against, and agrees to hold each such Indemnified Person harmless from, any and all losses, claims, damages and liabilities, including claims brought by Borrower, any member, manager agent, representative or employee of Borrower, any Guarantor, or any other Person, and expenses relating to such claims, including reasonable counsel fees and expenses, incurred by such Indemnified Person arising out of any claim, litigation, investigation or proceeding (whether or not such Indemnified Person is a party thereto) relating to any transactions, services or matters that are the subject of this Agreement or the other Loan Documents; provided, however, that such indemnity shall not apply to any such losses, claims, damages, or liabilities or related expenses determined by a court of competent jurisdiction to have arisen from the gross negligence or willful misconduct of such Indemnified Person. The agreements of Borrower in this Section shall be in addition to any liability that Borrower may otherwise have under other provision of this Agreement and/or applicable law or in equity. All amounts due under this Section shall be payable as incurred upon written demand therefor.

Article 9. - WAIVERS

Section 9.1 MARSHALLING AND OTHER MATTERS. Borrower hereby waives, to the fullest extent permitted by law, the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Collateral or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure on behalf of Borrower, and on behalf of each and every person acquiring any

interest in or title to the Collateral or any portion subsequent to the date of this Agreement and on behalf of all persons to the extent permitted by applicable law.

Section 9.2 **WAIVER OF NOTICE.** Borrower shall not be entitled to any notices of any nature whatsoever from Lender except with respect to matters for which this Agreement specifically and expressly provides for the giving of notice by Lender to Borrower and except with respect to matters for which Lender is required by Applicable Laws to give notice, and Borrower hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Agreement does not specifically and expressly provide for the giving of notice by Lender to Borrower.

Section 9.3 **WAIVER OF STATUTE OF LIMITATIONS.** To the fullest extent permitted by law, Borrower hereby expressly waives and releases the pleading of any statute of limitations as a defense to payment of the Debt or performance of its other Obligations.

Section 9.4 **MODIFICATION, WAIVER IN WRITING.** No modification, amendment, extension, discharge, termination or waiver of any provision of this Agreement, or of the Note, or of any other Loan Document, nor consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in a writing signed by the party against whom enforcement is sought, and then such waiver or consent shall be effective only in the specific instance, and for the purpose, for which given. Except as otherwise expressly provided herein, no notice to, or demand on Borrower, shall entitle Borrower to any other or future notice or demand in the same, similar or other circumstances.

Section 9.5 **DELAY NOT A WAIVER.** Neither any failure nor any delay on the part of Lender in insisting upon strict performance of any term, condition, covenant or agreement, or exercising any right, power, remedy or privilege under this Agreement, the Note or under any other Loan Document, or any other instrument given as security therefor, shall operate as or constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other future exercise, or the exercise of any other right, power, remedy or privilege. In particular, and not by way of limitation, by accepting payment after the due date of any amount payable under this Agreement, the Note or any other Loan Document, Lender shall not be deemed to have waived any right either to require prompt payment when due of all other amounts due under this Agreement, the Note or the other Loan Documents, or to declare a default for failure to effect prompt payment of any such other amount.

Section 9.6 **WAIVER OF TRIAL BY JURY. BORROWER AND LENDER EACH AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND LENDER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF LENDER AND BORROWER IS AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER AND LENDER.**

Section 9.7 **WAIVER OF COUNTERCLAIM.** Borrower hereby waives the right to assert a counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against it by Lender or its agents.

Section 9.8 **WAIVER OF DEFENSE TO SUBROGATION.** Borrower hereby waives the right to assert any defense or counterclaim against any Guarantor to its right to collect or recover from Borrower under a right of subrogation or similar right however denominated, in any action or proceeding brought against it by Guarantor.

Article 10. - CERTAIN TAX PROVISIONS

Section 10.1 TAX INDEMNITY.

(a) Any and all payments by or on account of any obligation of the Borrower hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Taxes; provided, however, that if the Borrower is required by applicable law (as determined based on the written opinion of legal counsel to Borrower) to deduct or withhold any Taxes from such payments, then the following provisions shall apply:

- (i) If such Tax is an Indemnified Tax, then the amount payable by the Borrower shall be increased so that after making all required deductions or withholdings (including deductions or withholdings applicable to additional amounts payable under this Section), the Lender receives an amount equal to the amount it would have received had no such deductions or withholdings been made; and
- (ii) The Borrower shall make such deductions and timely pay and remit the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Without limiting the other provisions of this Agreement, the Borrower shall indemnify the Lender, within ten (10) days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including without limitation Indemnified Taxes or Other Taxes imposed on or attributable to amounts payable hereunder) paid by the Lender on or with respect to an amount payable by the Borrower under or in respect of this Agreement or under any other Loan Document together with any penalties, interest and reasonable expenses arising in connection therewith and with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate from the Lender as to the amount of such payment or liability delivered to the Borrower shall be conclusive absent manifest error.

(d) Promptly after any payment of Indemnified Taxes or Other Taxes by the Borrower to a Governmental Authority (but in any event within twenty (20) days after the date of such payment), the Borrower shall deliver to the Lender the original or certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the relevant return reporting such payment, or other evidence of such payment reasonably satisfactory to the Lender.

(e) If the Lender determines, in its reasonable discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section, it shall pay and remit such refunded amount (or the amount of any credit in lieu of refund) to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section with respect to the Taxes or Other Taxes giving rise to such refund (or credit in lieu of refund)), net of all out-of-pocket expenses of the Lender, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund (or credit in lieu of refund)); provided that the Borrower, upon the written request of the Lender, agrees to repay the amount paid over to the Borrower (plus any interest, penalties or other charges imposed by the relevant Governmental Authority) to the Lender in the event the Lender is required to repay such refund (or credit in lieu of refund) to such Governmental Authority. Notwithstanding the foregoing, the Lender shall not be required to make available to the Borrower or any other person or entity the Lender's Tax returns or any other information relating to its Taxes that it deems confidential.

Section 10.2 ADDITIONAL DELIVERIES.

(a) Certain Closing Deliveries. Concurrently with the execution and delivery of this Agreement, the Lender has delivered to the Borrower (a) a duly executed U.S. Tax Compliance Certificate; and (b) a duly executed Form W-8BEN-E, Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities) (the foregoing collectively, the "Lender's Closing Certificates").

(b) Certain Deliveries after Closing. To the extent necessary or expedient to establish or memorialize any entitlement of Lender to an exemption from, or reduction in the rate of, the imposition, deduction or withholding of any Indemnified Taxes with respect to payments hereunder or under any other Loan Document, Lender shall deliver to the Borrower, at the time or times reasonably requested by the Borrower, such properly completed and duly executed documentation as will permit such payments to be made without imposition, deduction or withholding of such Indemnified Taxes or at a reduced rate. Notwithstanding anything to the contrary in the preceding sentence, however, the completion, execution and delivery of such documentation (other than such documentation set forth in Paragraphs (i) through (iv) below) shall not be required if in the Lender's reasonable judgment the completion, execution or delivery of such documentation would materially prejudice the legal or commercial position of the Lender or subject the Lender to any material unreimbursed cost or expense. Without limiting the foregoing, to the extent that Lender is legally entitled to do so, Lender shall deliver to the Borrower, whichever of the following is applicable in connection with any change in the information set forth in the Lender's Closing Certificates:

- (i) Executed copies of a current Form W-8BEN-E and a current U.S. Tax Compliance Certificate (certifying that Lender is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrower within the meaning of Sections 871(h)(3)(B) of the Code, or (C) a "controlled foreign corporation" related to the Borrower described in Section 881(c)(3)(C) of the Code (a "US Tax Compliance Certificate");
- (ii) If claiming the benefits of an income Tax treaty to which the United States is a party, an executed copy of (A) Form W-8BEN or Form

W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such treaty for payments of interest under any Loan Document; and (B) Form W-8BEN or Form W-8BEN-E establishing an exemption from, or reduction of, US federal withholding Tax pursuant to the "business profits" or "other income" article of such Tax treaty for any other applicable payments under any Loan Document;

- (iii) An executed copy of Form W-8ECI, Certificate of Foreign Person's Claim That Income Is Effectively Connected with the Conduct of a Trade or Business in the United States;
- (iv) If no longer the beneficial owner of a payment received under any of the Loan Documents, an executed copy of Form W-8IMY, accompanied by IRS Form W-8ECI, Form W-8BEN, or Form W-BEN-E, a U.S. Tax Compliance Certificate, Form W-9, or other certification forms from each beneficial owner, as applicable; provided that if the Lender becomes a partnership and one or more direct or indirect partners of Lender are claiming the portfolio interest exemption, Lender may provide on behalf of each such direct or indirect partner a certificate to the effect that (A) neither the Lender nor its direct or indirect partners is a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) none of its direct or indirect partners is a "10 percent shareholder" of the Borrower within the meaning of Sections 871(h)(3)(B) and 881(c)(3)(B) of the Code, and (C) none of its direct or indirect partners is a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code; or
- (v) Executed copies of any other form required by applicable law to claim an exemption from or a reduction in U.S. withholding Tax duly completed together with such additional documentation as may be required by applicable law to permit the Borrower to determine the withholding or deduction required to be made.

Section 10.3 The provisions of this Article 10 shall survive indefinitely after the execution, delivery, and performance of this Agreement and the repayment of the Loan and the performance of all the Borrower's and its affiliates' obligations under the Loan Documents.

Article 11. - GENERAL PROVISIONS

Section 11.1 **NOTICES.** Any notice, demand or other communication which any part hereto may desire or may be required to give to any other party under this Agreement or the other Loan Documents shall be in writing, and shall be deemed given: (a) if and when personally delivered; (b) upon receipt if sent by any nationally recognized overnight courier addressed to a party at its address set forth below; or (c) upon receipt if deposited in United States certified mail, postage prepaid, or at such other place as such party may have designated to all other parties by notice in writing in accordance with this Section:

If to Borrower: Green Sapphire Holdings Inc.
1007 Orange Street
Wilmington DE 19801

Email: Rcicoski@60deg.com

with a copy to: Mack Law Group
1363 Shermer Road, Suite 210
Northbrook Illinois 60062
Telephone: 847.239.7212
Email: Charles@mlgcounsel.net
Attention: Charles Mack, Esq.

If to Lender: Global Capital Partners LLC
16192 Coastal Highway, Lewes, Delaware 19958

with a copy to: Nelson Mullins
2 S. Biscayne Blvd., 21st floor
Miami, FL 33131
E-mail: jackson.hwu@nelsonmullins.com
Attention: Jackson Hwu, Esq.

Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Agreement is not required to be given. Failure to deliver copies of notice shall not render the notice invalid.

Section 11.2 **EXPENSES.** The Borrower shall be liable for payment of all reasonable costs incurred by Lender in connection with making the Loan, the preparation, execution and delivery of this Agreement and the other Loan Documents, the enforcement of the Loan Documents and Lender's rights and remedies thereunder, including, without limitation, reasonable attorneys' fees and costs, and consultants' fees and costs, recording fees, title insurance premiums, environmental assessment fees and appraisal fees, all transactional fees, legal and other professional fees incurred by the Lender or the Agent including, without limitation, formation costs and expenses for the Lender and related entities as required to effect this Loan, legal fees of U.S. Counsel to the Lender, legal fees of French/St. Barthelemy Counsel to the Lender, including any expenses incurred to file the UCC-1 and any other filings in connection with the Pledge, as well as any fees and expenses charged or incurred by the Notaire in St. Barthelemy to register the mortgages on the Properties.

Section 11.3 **ENTIRE AGREEMENT, AMENDMENTS AND WAIVERS.** This Agreement and the other Loan Documents contain the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and may not be amended, modified or discharged, nor may any of their terms be waived, except by an instrument in writing signed by the party to be bound thereby.

Section 11.4 **FURTHER ASSURANCES.** Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every further acts,

deeds, conveyances, deeds of trust, mortgages, assignments, security agreements, control agreements, notices of assignments, transfers and assurances, financing statements, and other documents or instruments as Lender shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Lender the Property and rights hereby mortgaged, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Agreement or for filing, registering or recording, or for complying with all Legal Requirements. Borrower, on demand, will execute and deliver, and in the event it shall fail to so execute and deliver, hereby authorizes Lender to execute in the name of Borrower or without the signature of Borrower to the extent Lender may lawfully do so, one or more financing statements and financing statement amendments to evidence more effectively, perfect and maintain the priority of the security interest of Lender in the Collateral. Borrower grants to Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Lender at law and in equity, including without limitation, such rights and remedies available to Lender pursuant to this Section 11.4.

Section 11.5 **NO THIRD PARTY BENEFITS; BINDING EFFECT.** Except for those persons and entities expressly entitled to indemnification under this Agreement, who shall be beneficiaries of and shall have the right to enforce such indemnity, this Agreement is for the sole and exclusive benefit of the parties hereto and their respective permitted successors and permitted assigns, and no third party is intended to or shall have any rights hereunder. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and successors assigns.

Section 11.6 **ASSIGNMENT BY BORROWER.** Borrower shall not assign any of its rights or delegate any of its obligations under this Agreement, the Note, or any other Loan Document.

Section 11.7 **ASSIGNMENT BY LENDER.**

(a) It is the parties' intent that all payments of interest and of any original issue discount (each such term withing the meaning of Section 881 of the Code) under this Agreement and the other Loan Documents to Lender shall qualify for and meet the withholding exemption for portfolio interest under Section 881(c) of the Code. In furtherance thereof, the Borrower shall establish and maintain in its books and records a register (the "Loan Register"), which shall (i) identify the Lender as the sole holder of the Loan and Note as of the date of execution hereof; (ii) set forth any subsequent assignments and transfers of any interest in the Loan and Note made in accordance with this Section 11.7; and (iii) itemize the then-current owners of the Loan effective upon the consummation of any such assignment and transfer. The Loan Register as of the date of execution of this Agreement is attached hereto as Exhibit A. The Borrower shall provide a copy of the Loan Register to the Lender as the Lender may request in writing from time to time.

(b) The parties hereby agree that Lender's rights, entitlements, and interests under this Agreement and the other Loan Documents, including without limitation the right to receive payments of principal and interest hereunder, may be assigned and transferred only through a book entry made in the Loan Register by the Borrower. In the event that the Lender proposes to assign or transfer all or any part of its interest in the Loan, the Lender shall give at least ten (10) days advance written notice thereof to the Borrower, specifying the interest to be assigned and

transferred (the “Subject Transfer”). The Lender shall include with any such notice: (i) executed copies of all of the instruments of assignment and other documents by which the Lender shall effectuate the assignment and transfer; (ii) a certified copy of the articles of incorporation or other constitutive document(s) of the assignee, or a copy of the passport of any individual assignee; and (iii) such documents and instruments described in Section 10.2(b)(i) – (v) with respect to the assignee as may pertain thereto. The Lender shall deliver or cause to be delivered to the Borrower such additional documents and information as reasonably and promptly requested by the Borrower in order to identify the identity and tax residence of the assignee as the prospective owner of the interest in the Loan to be assigned and transferred. After the completion of such delivery(ies), upon the consummation of the Subject Transfer, the Borrower shall update the Loan Register to reflect the assignment and transfer of the Subject Interest and the then-current ownership of all interests in the Loan. Any asserted or purported assignment or transfer by the Lender of any interest in the Loan which does not conform to this Section 11.7 shall be null and void *ab initio*.

(c) It is the parties’ intent that the Loan and the obligations thereunder shall be in “registered form” (within the meaning of Section 881(c) of the Code) at all times. The Borrower and the Lender shall cooperate promptly with any written requests either may make in connection with the review, maintenance, and revision of the Loan Register as may be reasonably necessary or expedient to establish and maintain the Loan and the obligations thereunder in such registered form. The Loan and the obligations thereunder shall not be convertible into or converted to an unregistered form.

Section 11.8 **COUNTERPARTS**. This Agreement and any document or instrument executed pursuant thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11.9 **GOVERNING LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, in which the transactions contemplated herein were negotiated, the Note and other Loan Documents were executed and delivered, and where the principal offices of Lender are located.

Section 11.10 **TIME OF THE ESSENCE**. Time is of the essence of this Agreement.

Section 11.11 **SEVERABILITY**. If any provision of this Agreement shall be judicially or administratively held invalid or unenforceable for any reason, such holding shall not be deemed to affect, alter, modify or impair in any way any other provision hereof.

Section 11.12 **JURISDICTION AND VENUE**. **BORROWER AND ANY GUARANTOR HEREBY AGREE THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER OR ANY GUARANTOR AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT SHALL BE LITIGATED IN THE SUPERIOR COURT OF NEW CASTLE COUNTY, DELAWARE, OR, THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. BORROWER AND ANY GUARANTOR HEREBY EXPRESSLY SUBMIT AND CONSENT IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS, AND HEREBY WAIVE PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED HEREIN, AND AGREE THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR**

OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWER AND ANY GUARANTOR AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THIS AGREEMENT. BORROWER AND ANY GUARANTOR WAIVE ANY CLAIM THAT THE SUPERIOR COURT OF NEW CASTLE COUNTY, DELAWARE, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD BORROWER OR ANY GUARANTOR, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, BORROWER AND ANY GUARANTOR SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST BORROWER AND/OR ANY GUARANTOR AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR BORROWER SET FORTH IN THIS PARAGRAPH SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT, BY LENDER, OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING, BY LENDER, OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, BORROWER HEREBY WAIVE THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

Section 11.13 ACKNOWLEDGMENTS. Borrower hereby acknowledges that (a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents; (b) neither Lender nor anyone associated with Lender has any fiduciary relationship with or fiduciary duty to Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between Lender, and Borrower, in connection herewith or therewith is solely that of debtor and creditor; and (c) no joint venture or partnership is created hereby or by the other Loan Documents or otherwise exists by virtue of the transaction contemplated hereby among the parties.

Section 11.14 CONFLICTS. In the event of any conflict between the terms of this Agreement and the terms of any of the other Loan Documents, the terms of this Agreement shall control.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, Borrower and Lender have caused this Loan and Security Agreement to be duly signed and delivered as of the day and year first above written.

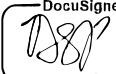
BORROWER:

Green Sapphire Holdings Inc., a Delaware corporation

By: _____
Name: Ryan C. Cicoski
Its: Director

LENDER:


Global Capital Partners LLC, a Delaware limited liability company

By:  _____
Name: Dustin Springett
Its: Manager

IN WITNESS WHEREOF, Borrower and Lender have caused this Loan and Security Agreement to be duly signed and delivered as of the day and year first above written.

BORROWER:

Green Sapphire Holdings Inc., a Delaware corporation

By: 
Name: RYAN C. CICOSTA
Its: DELECTION

LENDER:

Global Capital Partners LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

Acknowledgement

Access Management SAS acknowledges that the pledge of shares is permitted in accordance with the provisions of the charter document and acknowledges the pledge by Green Sapphire Holdings Inc. and Lender's security interest in the Collateral consisting of all of the shares of Access Management SAS and its rights with respect thereto described in this Agreement.

Access Management SAS represents and warrants that Access Management SAS owns the Property and that such Property owned by Access Management SAS is owned free and clear of any and all liens, charges or encumbrances.

Access Management SAS

By: _____
Name: _____
Its: _____

Exhibit A

Form of Note

(see attached)

Exhibit B

Form of Guaranty

(see attached)

Exhibit C

Form of Pledge

(see attached)

Exhibit D

Description of Properties

- 1) One villa and land in St. Barthelemy commonly known as Villa Mona, located at the AE 314 plot of 12,760 m2 in Colombier on the island of SAINT BARTHELEMY (97133).
- 2) The AI 220 plot of 2,676 m2 located in Saint-Jean on the island of SAINT BARTHELEMY (97133).