

REDWOOD CAPITAL EUROPE LIMITED 7-12 Noel Street Greater, Soho London W1F 8GQ

22/06/2020

Dear Michael Tarvin, Reference; MT/2856/G36

Following your conversation with the Head of Financial Accounts, Steven Parker, we are pleased to confirm that the case regarding the transposition of your Binary options portfolio has been accepted by the registry. The total funds being held in your escrow facility amounting to £16,942.33 will be transferred to your nominated bank account. If you've opted to receive a cheque via private courier, you will need to confirm a schedule a date and hour time slot with one of our corporate advisors. At this point, the transposition of your Binary options portfolio will be complete, and your details will be signed off by the Registry. We are aware that a hardcopy receipt as well as your certificate of completion has been sent to you from Redwood Capital (Europe) Limited.

Our compliance department as well as our solicitors are aware of the dubious calls you've received in the past from individuals falsely claiming to have authorisation for the exit strategy concerning your asset portfolio. We strongly advise that you continue to use your client reference number as a password and under no circumstances disclose your unique client reference number to any third-party firms or individuals. It is your duty to work with us in ensuring safety and security is at the forefront throughout the entirety of this process.

This document serves as a legally binding contract between Mr Michael Tarvin & Redwood Capital Europe Limited. Categorically, Redwood Capital Europe Limited can confirm there are no discrepancies where your account is concerned. As the acting asset managers as well as your guarantors for the transposition of your portfolio, failure to sign off your account means we will be held liable to pay you out for the full amount being held in your escrow.

If you have any queries regarding the terms outlined herewith please call us on 02034884617 and your corporate accounts advisor remains at your disposal. Yours Sincerely,

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Gregory R Bedrosian Director



# How do we conduct an Asset Sale?

Once the decision has been made to sell an asset, an investment recovery professional next needs to decide how to sell the asset. This is not as simple as it might first appear. There are many ways to sell an asset that range from a fixed price sale, private sale, negotiated sale or auction.

# Fixed Price Sale

Fixed price sale is often the easiest sale to make for an investment recovery professional. The asset is listed for a specific price and if the buyer likes the price, the buyer will purchase it.

## Private Sale

Private sales are usually appropriate for more sensitive assets or branded inventory. In this case, the investment recovery professional does not want to make the items available to the public so may arrange to sell the item to a broker or offer the item to a small, select group of buyers. There will usually be additional terms and conditions that will apply to this sale due to the sensitive nature of the asset.

## Negotiated Sale

In a negotiated sale, the investment recovery professional negotiates with a group of buyers to find out which one of them will pay the most. This usually involves getting multiple offers, comparing them, and selecting the best one. This can be a time consuming and lengthy process.

## Auction

An auction can be a cost-effective way to sell assets or inventory and can be a great way to discover the price of an item. Auctions work well when there are several buyers for an item. By placing successive competitive bids, the price is increases until the auction ends. Auctions are also appropriate when the value of an item is not known to the seller. Auctions can be conducted off line in an oral outcry format, or can be conducted on line in an automated format.

Please read the options above in detail, it is imperative that you understand the options available in the exit strategy that has been tailored to your needs. No questions will go unanswered during the transposition of your asset portfolio. If you have any queries regarding the terms outlined herewith please call us on 02034884617 and your corporate accounts advisor remains at your disposal.

Yours Sincerely,

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Gregory R Bedrosian Director





# **COVID-19 Update**

ESCROW ID: #71625902

Dear Mr Michael Tarvin,

As we are all aware, the coronavirus has caused unthinkable damage to many people and communities all around the world. The biggest damage has been to the economy, along with the loss of jobs and detriment to finances. Due to the continued uncertainty, all escrow facilities, which manage proceeds from alternative assets, are being advised to contact clients who have purchased alternative assets, in order to recover the funds that they were due back.

As the government makes emergency stimulus packages to try and prevent a double dip recession, a lot of funding has been deferred, if not cut completely.

The alternative asset registry has unfortunately been a victim of this. The grant provided to the registry, in order to assist clients who are eligible for a relief, has been terminated. Unfortunately, as the legal owner of your portfolio, this means that you are required to cover the cost of the release fee, which allows a company to access your escrow account and release your proceeds to your bank account. However, a release fee is refundable upon the successful recovery of your proceeds due to you having dealt with a liquidated company.

We understand now more than ever, that it is imperative to be liquid, in order to survive these challenging times. Many investors are holding onto assets that have yet to make them any money in the market. This is now the best time to sell.

\*\*All the clients are eligible for an emergency release as per our COVID-19 action plan. Your escrow proceeds will be available in your nominated bank account within 48 hours upon the completion of your exit strategy. We are no longer able to issue cheques, due to the health and safety of our team and the worldwide community. If you have opted for this, please contact us on 02034884617 and request to speak to someone from the accounts department\*\*

Yours Sincerely,

Gregory R Bedrosian





**PAY-OUT GUARANTEE** 

# CLIENT NAME: Michael Tarvin 22/06/2020

Following your most recent conversation with our Head of Financial Accounts, Mr Steven Parker, we'd like to confirm that upon confirmation of the escrow discharge supplement (£911.00); the total funds being held in your escrow facility amounting to £16,942.33 will be transferred to your nominated bank account within 24 hours. If you'd like to receive your funds by cheque instead via private courier, please schedule a date and one-hour time slot with your allocated corporate advisor. You will need to present photographic identification upon arrival of the courier. At this point, the transposition of your asset portfolio will be complete, and your details will be signed off by the Registry.

A hardcopy receipt along with your new certificate of completion will be sent to you once your payment has successfully cleared with us. Please keep those documents as well as this guarantee of services for your records. This document has also been registered with the Prudential Regulation Authority. In the event your bank contacts you to provide a proof of funds once you've received the transfer, simply provide them with your certificate of completion.

It is hereby guaranteed that Redwood Capital will pay Mr Michael Tarvin the full amount held in his escrow balance from our company asset management account should the escrow release fail for any reason. This agreement has no contingency on the nature nor cause of any issues experienced with the escrow release, meanwhile, the payment from Redwood Capital to the client named must be made with immediate effect should this be the case. Redwood Capital will then become the beneficiary of your escrow facility and will be responsible for rectifying all issues attached to it.

You are advised to completely ignore any further phone calls and/or correspondence you may receive from the aforementioned company and any third-party individuals or firms contacting you on their behalf. At the point in which the Registry remove you from their records, it becomes illegal for anybody to contact you regarding the exit strategies we've completed. Failure to follow these instructions means Redwood Capital will not be held liable for any further loss in capital derived from unauthorised dealings. A private members brochure will be sent to you detailing the plethora of products and services we have here on offer at Redwood Capital, there will be no further dealings or discussion regarding your exit strategies we've dealt with.

Yours Sincerely,

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Gregory R Bedrosian Director



# **INVOICE** REDWOOD CAPITAL EUROPE LIMITED

Waverley House 7-12 Noel Street London England W1F 8GQ <u>docs@redwoodcapfinance.com</u> 02034884617



BILL TO	PAYABLE TO	Invoice No:	#192732
Michael Tarvin	Redwood Capital	Invoice Date:	22/06/2020
		Due Date:	N/A

DESCRIPTION	QTY	PRICE	TOTAL
Account Remission	1	£911.00	£911.00
Transaction fee	1	£500.00	- £500.00
Administration fee	1	£732.22	- £732.22
Transposition fee	1	£800.00	- £800.00
Consultation fee	1	£600.00	- £600.00
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			0.00
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Yours Sincerely,

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Gregory R Bedrosian Director

Y	5.00
SUBTOTAL	£911.00
DISCOUNT	-£3,099.90
VAT RATE	20%

TOTAL VAT £182.20

TOTAL AMOUNT DUE: £1,093.20



# REDWOOD CAPITAL EUROPE LIMITED

Date: 22/06/2020

# **Refund Request Form**

Please complete all the information below.

# **STEP 1**: APPLICANT INFORMATION



Last Name	
Phone	O Phone
	Suite/Apt#

# **STEP 2**: REFUND DETAILS

Please indicate the service's you are requesting to be refunded:

Amount:	£		
		TOTAL AMOUNT OF REQUESTED REFUND:	£



Reason for refund:

## **Refund Request Form**

# **STEP 3:** AUTHORIZATION

By signing below, I confirm that:

- 1. I am the registered cardholder or legal representative of the owner of the card(s) being submitted for refund.
- 2. The refund being requested is subject to the Card Terms and Conditions of Use. My refund may be refused if the information I have provided is inaccurate or incomplete.
- 3. Redwood Capital Europe or its agents may contact me to request further clarification or information before my refund is processed.

Signature 1

Date (Day / Month / Year)

# **STEP 4: SUBMIT FORM**

Please return this form to: Note: if you've opted to surrender your Card, please enclose it with this form.

#### **IN-PERSON:**

DUE TO COVID-19 WE WILL NOT BE TAKING ON NEW RESERVATIONS, PLEASE USE THE ALTERNATIVE SERVICES.

# BY MAIL:

Customer Service 7-12 Noel Street, Waverley House, London, W1F 8GQ

#### **BY EMAIL:**

Scan your completed form and email the pdf docs@Redwoodcapfinance.com

You'll be notified by email when your refund has been processed. Please allow up to 2 weeks for your cheque to arrive. If you have questions, please call at 02034884617.

> BANK OF ENGLAND PRUDENTIAL REGULATION AUTHORITY



# Terms and Conditions

#### Company Name:

Redwood Capital Europe Limited may here forth be referred to as purchaser.

#### Services

Redwood Capital Europe Limited provide services in respect of the sale and exchange of alternative investments and act as facilitators, working on behalf of reputable third-party merchants, corporate and private individuals.

#### Guarantees

We guarantee to deliver on the pre-agreed terms as outlined herewith.

We guarantee to deliver a transparent and honest service.

We guarantee to keep all parties abreast of any changes that may encroach on the schedule within the agreed communication period (refer to Communication Period)

#### Reservation of Rights

We reserve the right to change, alter or adapt provisions of these terms and conditions, if we do so we are liable to ensure that all affected parties have been fully informed. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this agreement and the remainder of the provision in question will not be affected.

We will not sell to or deal with any individual under the age of 18 years of age.

#### Limitation of Liability

We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to the customer for any loss, costs or expenses arising directly or indirectly from any delays in doing so and we will not be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to this agreement, if the delay or failure was due to any cause beyond our reasonable control.

#### Communication Period

We endeavour to be at your disposal within working hours but in busy periods, please be advised that it may take your dedicated advisor slightly longer to attend to your call. If, however, your query is urgent, you are welcome to ask for an alternative point of contact in the interim. It is our promise that any approved request for communication in writing will be sent to you within 48 working hours of approval.

#### Orders

All Orders are an offer by you to purchase goods from us, in compliance with our terms and conditions, and an order will not form part of a contract until the customer has completed an order form. You are responsible for ensuring the accuracy of the details on this order form. The order has only been deemed to be accepted once this has been confirmed by e-mail, letter or telephone and the payment has cleared. We reserve the right to refuse any order without providing an explanation. The purchaser may cancel the order at any time but no later than on the seventh working day after the invoice being issued (please refer to paragraph on 'cancellation'). Unless otherwise agreed, all orders are in pounds sterling and price excludes VAT, duty, storage and other taxes or charges, which from time to time may apply.

#### Pricing

Redwood Capital Europe Limited is a financial management service, not a retailer; therefore, prices and value of sale may vary between trades.

#### Your Agent

Your appointed agent remains your primary point of contact. We are the facilitators for the purpose of purchase and sale of your specified asset(s).



BANK OF ENGLAND PRUDENTIAL REGULATION

#### Payment

We accept payments by bank transfer only. By placing an order, you consent to payment being charged to your account. If a deposit is taken but full payment is not received by the agreed settlement date, we reserve the right to offer an alternative asset. If the price of asset increases before payment is received, then we reserve the right to request payment to meet this increase. The customer warrants that all the details provided on the order form for the purpose of purchase or reservation of sale are correct. Upon purchase or sale, titles to the goods will pass to the end buyer; only at the point that payment has been made in full.

#### Client Guarantees

In placing an order or reserving your position on a sale with us, you guarantee:

You are over 18 and legally able to enter into an agreement with us and that the information you provide to us is accurate. You have read and understand these terms and conditions and understand that they are contractual terms that govern our relationship. You have exercised your own skill and judgment in deciding to order and/or sell.

#### Delivery & Storage

Upon purchase, goods will be delivered to the previously specified location, for storage. We will pay any freight, carriage, insurance and other costs of delivery from the supplier. Any dates or prices quoted for delivery of investment grade assets into bond or storage are approximate only and Liquid Capital Markets act solely as the introducing party until a third-party invoice has been issued and settled by yourself as the client. At this stage, we will ensure fulfilment of delivery terms. We will store the goods on your behalf at an agreed, specified location. Goods will be stored in a controlled environment suitable for storing commodities. All goods will be stored in your own named account, under the management of Liquid Capital Markets, under a rotation number that will be provided to you on receipt of payment. If an arrangement is made prior to purchase, you may choose to store your goods elsewhere.

#### Sales Process

Offers presented by our team are detailed within and accompanied by an underwritten guarantee providing you with a set date of execution, details of your assets or sale and a supported guarantee for the full market value of your assets less any commission approved at your discretion. The guarantee legally binds us, client and company together, into a contractual agreement.

#### Intellectual Property and Website

The copyright in the material and any trademarks and brands included in that material belongs to Redwood Capital Europe Limited. You may not download or copy the content and other down-loadable items, except for personal non-commercial purposes. Copying or storing our content for other than personal use is expressly prohibited. We will ensure that all information displayed in our material is correct.

#### Cancellation Policy

By placing an order, you accept that our mutual dealings are speculative and subject to the financial markets and therefore fall outside the distance selling regulations. Requests to cancel must be submitted by e-mail or post.

#### Complaints Process

Any query or complaint with us by you should be raised in writing at the first opportunity and we will endeavour to resolve it in a fair, amicable and timely manner. In the event that we cannot resolve the dispute between us then our dealings shall be subject to the exclusive jurisdiction of the Courts of England. In any dispute the law governing its resolution shall be that of the Courts of England and Whales.