

Declaration of
Leonard A.
Zawistowski, Jr.

Declaration

DM Marketing Services

For the U.S. Securities and Exchange Commission

By

LEONARD A. ZAWISTOWSKI, JR.

November 29, 2005

DECLARATION OF LEONARD A. ZAWISTOWSKI, JR.

I, Leonard A. Zawistowski, Jr., do hereby declare under penalty of perjury, in accordance with 28 U.S.C. § 1746, that the following is true and correct, and further that this declaration is made on my personal knowledge and that I am competent to testify as to the matters stated herein:

Background and Qualifications

1. I am a Senior Special Investigator in the Special Investigations Section within the Division of Banking Supervision and Regulation of the Board of Governors of the Federal Reserve System. I conduct financial fraud, terrorist financing, and money laundering investigations of interest to the Federal Reserve, participate in the background checks of commercial bank applicants to the Federal Reserve, and maintain liaison with intelligence and law enforcement agencies. In order to accomplish these duties, I hold a national security clearance higher than Top Secret. I have been in this position since 1993.

2. I have been employed in Federal law enforcement since 1975. Prior to my present position, I was a Criminal Investigator in the Office of Inspector General for the Federal Reserve for three years. While in that office I investigated frauds committed against the Federal Reserve. Before my time at the Federal Reserve, I was employed as a Special Agent in the Diplomatic Security Service at the U.S. Department of State, and concentrated in Visa issuance fraud, serving as Chief of the Visa Fraud Section. Early in my career I was a Police Officer at the Supreme Court of the United States, as well as a fingerprint examiner at the Federal Bureau of Investigation. I hold a Juris Doctor from George Mason University School of Law, and a Bachelor of Arts from Gannon

University.

3. In my career I have been called upon to participate in investigations with the Federal Bureau of Investigation, the Bureau of Immigration and Custom Enforcement, the Internal Revenue Service, the United States Secret Service, the Drug Enforcement Administration, the U.S. Department of State Diplomatic Security Service, the Central Intelligence Agency, the Financial Crimes Enforcement Network, the OKOKRIM in Norway, the City of London Police and Metropolitan Police in the United Kingdom, various Offices of Inspector General, as well as with numerous state and local agencies.

4. I serve as an instructor for financial fraud and international money movement training programs offered by the Federal Law Enforcement Training Center, the United States Secret Service, the United States Department of Justice National Advocacy Center, the United States Department of State, and at Quantico, Virginia, for both the Federal Bureau of Investigation and Drug Enforcement Administration. In August 2003, I conducted a live broadcast regarding international funds movement and financial crimes on the Justice Television Network for U.S. Attorney Offices. I have provided financial crimes training and technical assistance to a number of foreign governments, including Romania, Poland, Norway, Russia, Argentina, and Singapore.

5. In these capacities, I have garnered extensive experience regarding High Yield Investment Program (HYIP) type frauds and bogus financial instrument frauds. In my position at the Federal Reserve, I have encountered hundreds of these frauds and have played a significant role in resolving them. I have testified before federal and state courts

in criminal and civil matters related to HYIP frauds and bogus financial instruments. In addition, I have testified as an expert in British and Norwegian courts regarding the Federal Reserve's role regarding these types of fraud. A list of the cases in which I have testified is attached as **Exhibit 1**.

Common Misrepresentations of Fraudulent "High Yield" Schemes

6. Based on my review of several thousand documents relating to supposed investment opportunities involving "prime bank," High Yield Investment Program (HYIP), and similar financial instrument fraud schemes, I have been able to identify the general characteristics, hallmarks, or "red flags" of such scams. They are as follows:

- References to financial instruments issued by "prime banks", "top 100 world banks", "top 25 European banks", and similar references to categories or groups of banks that are not used in the banking industry
- Promises of extremely high, unrealistic rates of return with little or no risk
- Participation in an investment program often referred to as a "roll program (or programme)", "high yield investment program", or "bank debenture trading program"
- High rates of return are generated by repeatedly trading (or buying and selling) financial instruments
- Legitimate financial instruments, such as letters of credit, guarantees, and medium term notes, are bought and sold or traded in manners that are not realistic -- for example, standby letters of credit are bought and sold
- Transactions are overly complex and nonsensical
- Terms that have no meaning in legitimate financial transactions are used repeatedly -- for example, "conditional SWIFT", "key tested telex", "pay order", "funds of good, clean and non-criminal origin", "master commitment", and "commitment holder"
- High degree of secrecy -- for example, the trading of financial instruments takes place on a secret market, your banker or investment adviser will not know about the investment opportunity because only a few special people

around the world are aware of it or participate in the secret trading, or the investor is being allowed to participate in a secret trading program and, if he or she reveals any information about the program, the investor's participation will be terminated

- The investor's funds are absolutely safe and cannot be lost -- for example, a bank has issued a guarantee or an attorney is holding the funds in a special escrow fund
- Involvement of a well known governmental authority, such as the Federal Reserve, World Bank, or International Monetary Fund
- Inaccurate references to the International Chamber of Commerce (ICC) and its publications
- Investor's funds will be used for "humanitarian" projects

DM Marketing Service's "World Bank Deposit Program" is a Bogus Scheme

7. At the request of the Securities and Exchange Commission, I recently reviewed documents relating to an entity called DM Marketing Service (DM), which has promoted an investment opportunity in a World Bank Deposit Program. I reviewed the Declaration of Daniel F. Moody, attached as **Exhibit 2**; a document titled *Horizon Establishment, One Year Funds Management Agreement*, attached as **Exhibit 3**; a document titled *Liberty Establishment, Appointment of Trustee*, attached as **Exhibit 4**, and a document titled *The Liberty Establishment, Inc., Non-Solicitation of Funds & Non-Disclosure*, attached as **Exhibit 5**.

8. As described below, **Exhibits 2, 3, 4 and 5** contain financial concepts, words, terms, and phrases that are not used in legitimate banking or commerce but rather are commonly used in fraudulent financial instrument scams. In the following paragraphs I have listed some examples.

9. **Exhibit 2** outlines the World Bank Deposit program as a fractional lending program operated by several individuals, one of whom it is claimed has an exclusive contract with the World Bank to participate in this purported investment program. Based on my extensive experience, discussions with present and former World Bank staff, consultations with the International Chamber of Commerce Commercial Crimes Services, and according to the April 26, 2004 World Bank press release, attached as **Exhibit 6**, the World Bank is not affiliated with purported investment programs of this nature. The misuse of the World Bank name is a hallmark of HYIP fraud, where a reputable international organization's good name is associated with a fraudulent scheme in an attempt to impress the potential investor. In addition, the claimed rate of return on investment, 7.5% per month (90% per year), is extremely unrealistic in light of the fact that there is no risk to the principal. It is an economic impossibility to have a risk-less investment return rates of this nature. The best example of a nearly risk-less investment are United States Treasury securities, which presently pay single digit returns. On top of the above statements, the promoters of this scheme misconstrue the term "fractional lending" to make it appear that a deposit of \$1 million dollars can generate \$10 million dollars of funds to be lent. In the banking world, "fractional lending" means that a financial institution can lend a fraction, i.e. 85%, of its deposits, not a multiple of its deposits. So among the several falsehoods used in selling this program, the misuse of the term "fractional lending" is another.

10. The utilization of the term “Non-Depletion” in **Exhibit 3** is a hallmark phrase of a financial instrument scheme. It is not commonly used in legitimate financial transactions and is meant to further convince a potential investor that their principal will remain safe. In my experience, it is a ruse. The investor’s funds always find their way out of the investor’s control, despite written and verbal guarantees from the promoters, and usually are transferred overseas, beyond the reach of the investor or the authorities.

11. The actual letterhead of **Exhibit 4** itself illustrates a HYIP red flag. The letterhead banner reads “...Service to Humanitarian Ideals” implying that the purported project will benefit humanity. This becomes another factor in tipping undecided investors into the program. The investor’s decision will be influenced both by the very high rate of return, and help for the misfortunate of the world. I have seen this pitch be especially successful with church-based investor groups. This exhibit also contains the “clean, clear ...funds derived from non-criminal activities” phrase in paragraph 2, another HYIP hallmark.

12. **Exhibit 5** includes several references to one of the core concepts of HYIP frauds, i.e., that the program remains strictly confidential and privileged. These schemes do not flourish in daylight, as they wither under the spotlight of effective due diligence. Documents such as this exhibit, seek to enforce the secrecy that is needed for the fraud to succeed. As seen in paragraphs 1, 5, and 8, these restrictions preclude the investor from consulting the financial professionals that one would normally seek out prior to making a major investment. The investor would have to make his or her investment decision

without advice from accountants, tax advisors, bankers, stock brokers, attorneys, etc.

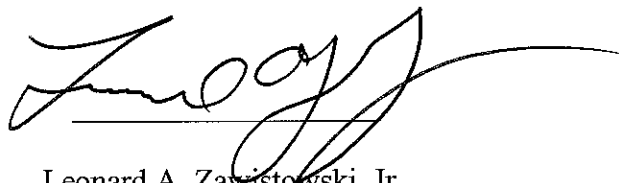
Without a balanced exploration of the investment opportunity, the investor is at the mercy of the promoters, who have created a purported trading program out of false claims.

Conclusion

13. The DM investment opportunity described in **Exhibits 2, 3, 4 and 5** is a fictitious and non-existent investment program constructed out of false statements and nonsensical financial concepts.

I, Leonard A. Zawistowski, Jr., do hereby declare under penalty of perjury, in accordance with 28 U.S.C. § 1746, that the foregoing is true and correct.

Executed on the 29 day of November 2005.

A handwritten signature in black ink, appearing to read 'Leonard A. Zawistowski, Jr.', written over a horizontal line.

Leonard A. Zawistowski, Jr.
Senior Special Investigator
Board of Governors of the Federal Reserve System

Testimony of Leonard A. Zawistowski, Jr.

A/O November 2005

1. OKOKRIM v Konrad Petersen & Magne Fagerheim
Oslo, Norway District Court
November 17, 2005
Wenche Johannessen Aarum, Special Investigator
High Yield Investment Program Fraud
Criminal Trial testimony via telephone
???????
2. State of Kansas v Melvin Dean Bryant
Office of the Securities Commissioner
August 2, 2005
Scott Schultz, Associate General Counsel 785-296-5215
High Yield Investment Program Fraud
Criminal Trial, Johnson County
Jury Conviction
3. U.S. v Janet Mavis Marcusse
Western District of Michigan
July 26, 2004
Thomas J. Gezon, AUSA 616-456-2404
High Yield Investment Program Fraud
Grand Jury and Hearing Testimony
May 19, 2005
Trial Testimony
3 defendants pleaded guilty during the trial
5 defendants were convicted
4. U.S. v Milo I. Worthing
Western District of Missouri, Kansas City
June 8, 2004
Linda Marshall, AUSA 816-426-4230
High Yield Investment Program Fraud
Jury Conviction
5. OKOKRIM v August Christian Wilhelm Mohr
Appellate Trial, Oslo, Norway
June 2, 2004
Arnt Angell, Chief Public Prosecutor 47 23 29 10 48
High Yield Investment Program Fraud
Appellate Trial conviction

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6. U.S. v Antonius Heijen
District of South Carolina, Anderson Division
December 9, 2003
David Stephens, AUSA 864-282-2100
High Yield Investment Program Fraud
Jury Conviction
7. U.S. v Stephen M. Feldman/Johnny Tal/Nathan Bickley/Jerry J. Tidmore
District of Colorado, Denver
November 4, 2003
Craig Williams, AUSA 303-454-0323
Federal Reserve Note/Bond matter
Defendants acquitted by Judge on defense motion to dismiss
8. SEC v Steven E. Thorn, et al.
Columbus, Ohio
October 14, 2003
John E. Birkenheier, Senior Trial Counsel 312-886-3947
High Yield Investment Program Fraud
Deposition only; SEC Motion for Summary Judgment granted
9. U.S. v Thomas R. Patterson/Pamela Weeks Clark
District of South Carolina, Greenville
September 8, 2003
David Stephens, AUSA 864-282-2100
High Yield Investment Program Fraud
Jury Conviction
10. R v Halksworth & Slamaj
Crown Court, Snaresbrook, England
July 14, 2003
Paul Wheatley, City of London Police 44 207 601 2517
Federal Reserve Note/Bond matter
Jury Conviction
11. State of Minnesota v Michael Andrew Edwards
County of Hennepin, Minneapolis, MN
January 31, 2003
Tom Weist, Prosecutor 612-348-5528
High Yield Investment Program Fraud
Jury Conviction
12. OKOKRIM v August Christian Wilhelm Mohr
Oslo, Norway
September 24, 2001
Arnt Angell, Chief Public Prosecutor 47 23 29 10 48

High Yield Investment Program Fraud
Convicted by a panel of Judges

13. North Dakota Securities Commissioner v Frederick Wayne Keiser, Jr. et al
Minot, North Dakota
June 19, 2001
Matthew Bahrenburg, Attorney 701-328-4701
High Yield Investment Program Fraud
Declaration only; case settled October 1, 2001

DECLARATION OF DAN F. MOODY

I, Dan F. Moody, do hereby declare under penalty of perjury, in accordance with 28 U.S.C. § 1746, that the following is true and correct, and that I am competent to testify as to matters stated herein:

1. I am over 21 years of age. I am a resident of Southlake, Texas. I am the sole shareholder of DM Marketing Services, Inc. ("DM Marketing"), a print brokerage company with its principal place of business located at 2300 Valley View Lane, Suite 1050, Irving, Texas.

2. On or about July 2004, I was introduced to the World Bank Deposit program ("World Bank programs") by Dwight J. Johnson ("Johnson") and Harry Robinson "Robbie" Gowdey ("Gowdey"). I have known Gowdey for about two years and I am a high school classmate of Gowdey's wife, Dianna Delp Gowdey. Johnson and Gowdey described the World Bank programs as fractional lending programs operated by Travis Correll ("Correll"), Atlanta, Georgia, and Grant Cardno ("Cardno"), a New Zealand resident. Johnson and Gowdey told me that Cardno had an exclusive contract with the World Bank to participate in its fractional lending programs and that Correll is the money manager for Cardno's World Bank programs.

3. From Johnson's and Gowdey's explanation, I understood that funds, deposited into reserve accounts at offshore banks, are leveraged to collateralize loans ten times their value. For example, a \$1 million program would collateralize \$10 million in loans. I was told by Johnson and Gowdey that the SEC knows about these programs, but that it did not have a problem with them because the funds were deposits, not investments. Johnson and Gowdey told me that the principal is not at risk because the funds never leave the reserve account. Johnson and Gowdey also told me that each World Bank program would provide a monthly return of up to 7.5 percent and that, in the

last four to five years, the World Bank programs have never missed a payment to depositors. Finally, Johnson and Gowdey told me that, traditionally, the fractional lending programs have been available only to the very wealthy with sufficient means to deposit \$5 to \$10 million, but that the World Bank programs permitted smaller depositors to pool their funds to put in \$1 million. That \$1 million, according to Gowdey and Johnson, would be aggregated with other funds by Correll to make the \$5 to \$10 million needed to deposit in the programs.

4. During the late summer of 2004, Johnson and Gowdey invited me to a meeting with Correll at the Studios of Las Colinas, Las Colinas, Texas. The purpose of the meeting was for Correll to meet with approximately 25 other participants in the programs. While at the meeting, I met a woman who claimed to have substantial financial industry experience and who vouched for the existence of the World Bank programs. She told me that she knew such programs existed, but were very hard to get into.

5. Johnson and Gowdey instructed me to wire transfer deposits for the World Bank programs to TNT Office Supply, Inc. ("TNT"), a San Antonio company operated by Gregory W. Thompson ("Thompson"). Thompson, who is related to Johnson, handles the paperwork for Johnson and Gowdey. I understood that, TNT would transfer the deposits to Correll, who would then forward the funds to Cardno offshore. Conversely, returns from the fractional lending programs would be paid by Cardno to Correll to TNT and then to the depositors.

6. Johnson and Gowdey told me that the term of each program varied, but the majority were 12-month programs. At the end of the term, the principal would be returned or could be rolled over. Johnson and Gowdey told me that any returns would start in about 70 days after the funds were sent to TNT. However, for any deposits that were rolled over, the returns would begin in about 45 days.

7. Based on the oral representations made by Johnson and Gowdey, from August 2004 through July 2005, I and persons who were recruited by me deposited (including rollovers) a total of approximately \$2.4 million in the World Bank programs. During that time period I personally deposited approximately \$200,000 earning a total of approximately \$34,000 in returns. Johnson and Gowdey promised me a monthly commission of .5 percent for each person I brought into the first World Bank program. After that I was promised a total monthly return of six to 7.5 percent, of which I kept between .5 and 3.5 percent as additional commissions. I offered approximately 20 others the opportunity to pool money together to put into the World Bank deposit program, all of whom are friends, family, clients and fellow church members. These persons deposited (including rollovers) approximately \$2.2 million, and I received approximately \$169,000 from the returns paid on those deposits.

8. I received no documents substantiating Johnson's and Gowdey's claims about the World Bank programs. Nor did I receive any documents from Johnson or Gowdey regarding my deposits in the World Bank programs.

9. Between August 2004 and July 2005, I wire transferred approximately \$2.165 million¹ from the DM Marketing account at South Trust Bank (now Wachovia) to TNT at Security Service Federal Credit Union (account no. 4012175079) to deposit in the World Bank programs.

10. From October 2004 through September 2005, I received 19 checks from TNT made payable to DM Marketing in the amount of \$838,275. These checks were drawn on TNT's account at Security Service Federal Credit Union account number 4012175079 and signed by Thompson. Subsequently, I issued checks from the DM

¹ The \$2.165 million wired from DM Marketing is less than the \$2.4 million referred to in paragraph 7 because the \$2.4 million includes rollovers and amounts that were deposited directly with TNT and not through DM Marketing.

Marketing account to the other depositors to pay them their returns from the World Bank programs.

11. Also, from August 2004 through July 22, 2005, I received \$6,000 in the form of 12 checks, each in the amount of \$500, drawn on TNT's Security Service Federal Credit Union account number 4012175079 and signed by Thompson. These payments were for the .5 percent commission referred to above in paragraph 7, and are included within the \$169,000 referred to in that paragraph.

12. Approximately three months ago, Gowdey told me that Cardno would be retiring soon. However, Cardno would introduce Correll to the persons at the World Bank so that Correll could take over the programs. Gowdey told me that, although the transition would cause the profits temporarily to decrease, he assured me that the profits would go back up.

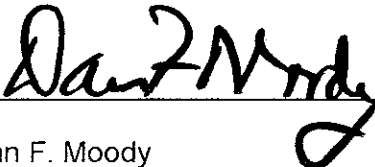
13. Typically, I received checks twice monthly from TNT for World Bank program returns. The last check I have received was dated September 19, 2005 in the amount of \$109,300. I expected to receive a check on or about October 1, 2005. When it did not arrive, I telephoned Thompson several times in an attempt to determine the cause of the delay. Thompson told me he was "working on it." On or about October 26, 2005, I telephoned Correll, who told me that the SEC had frozen the bank accounts, but that he was working with a Minnesota law firm to register the World Bank programs with the SEC. Correll also told me that within 10 days he would obtain a loan on an interim basis to make the interest payments to the depositors. When I spoke to Gowdey a few days later, he reiterated that I would not lose my principal.

14. On or about November 18, 2005, I received a telephone call from Correll who told me that the returns would not be paid that day, but assured me that they would be paid on Monday, November 22, 2005. According to Correll, the payments had been received by the Royal Canadian Bank ("RCB"), and were being held there, but that the

funds were being held longer than usual because SEC subpoenas were making Correll's bank nervous. Correll also assured me that as soon as the SEC investigation was complete, that either some minor adjustments would be made to the program to make it SEC-friendly, or that the principal for each program would be returned as that program reached its 12 month maturity date. Because the longest program was 12 months, Correll assured me that all principal would be repaid within one year.

15. Since September 19, 2005, I have not received any payments from TNT or Correll on the deposits in the World Bank programs.

Executed 11-30-05, 2005



Dan F. Moody

10 99

Horizon Establishment

4721 Tarry Post Lane
Suwanee, GA. 30024
TELEPHONE: (770) 623-6185 - FACSIMILE: (770) 623-6186
EMAIL:horizon007@earthlink.net

One Year Funds Management Agreement

THIS AGREEMENT referenced under transaction code XXXX entered into as of this **February 12th, 2002**, by and between: **Mike Wixom**, whose address for the purposes of this agreement situate at; **2610 Mandy Way Arlington, TX. 76017** Hereinafter referred to as the **Client**;

Sovereign Capital Investments S.A. an International Business Corporation with its address for the purposes of this agreement situate at **P.O. Box 947, Norfolk Island 2899**. Hereinafter referred to as the **Company**.

RECITALS, WARRANTIES, DEFINITIONS & REPRESENTATIONS.

The undersigned Client hereby agrees to retain the Company to manage funds at its discretion. The Client acknowledges and agrees that:

ANYTHING
? THEN THAN ?
BANK TRADES

- (1) The Company has the sole authority to manage the funds by methods it determines appropriate including but not limited to engaging traders, facilitating and affecting all securities transactions of whatever type which include, without limitation, the acquisition, possession, management, disposition of securities, corporate equities, cash currencies. Determining all matters relating to the manner, method and timing of such securities transactions, selecting brokers, dealers or Banks by whom such securities transactions will be executed, in the sole discretion of the Company, which should achieve its aims and objectives as determined by its Board from time to time.
- (2) In all matters connected herewith, the Company in order to execute its duty as manager, may need to rely on information believed to be accurate and reliable. The Company therefore has full authority and discretion in all and any matters, necessary and incidental to the foregoing and may in its absolute discretion instruct the trustee to transfer said funds into certain investment accounts as established by the Company from time to time.
- (3) The Client accepts the Company cannot in law make any representations, warranties or guarantees, that any of the services provided hereunder will result in a profit, however the Client represents that he is an experienced and sophisticated investor as defined in the various acts, further the Client represents that he is an individual of high net worth and that the application of the funds for a period of One (1) year and/or the possibility of zero earnings, will have no adverse or material effect on his financial condition during the contract period.

6, 7, 8, 9

- (4) The Company assumes no responsibility under this management agreement, save the rendering of services described and to honour all representations and commitments herein and to ensure the Clients capital always stays in a state of **Non-Depletion** save normal bank transfer and other normal fees associated with this type of transaction.
- (5) Neither the Company, nor its shareholders, directors, officers, employees, attorneys or agents shall be liable to the Client in the event, the Client considered return on capital employed, was not to their satisfaction. The Client in accepting the foregoing acknowledges also there shall be no liability caused by the acts or omissions save those constituting gross negligence, or willful, intentional, misconduct and in no event, shall the Company, or such persons be liable for consequential, indirect, or special damages and in so acknowledging, agrees to indemnify and hold harmless the Company, its shareholders, directors, officers, employees, attorneys and agents against all actions, claims, or demands.
- (6) The Company is responsible for the payment of all and any administration expenses, bank charges, brokerage, fees, commissions etc whether direct or indirect, in the performance of its duties hereto and the Client authorizes and directs the Company to deduct said expenses from any gross earnings.
- < 100.2? (7) Every three (3) months the Client will receive from the Company a detailed statement of earnings. The term of this management agreement shall be One (1) year.
- (8) All documentation shall be conducted in the English language and the terms of this management agreement shall be constructed in accordance with *British Common Law* and settled by arbitration in London, United Kingdom under the rules of Conciliation and Arbitration of the International Chamber of Commerce (I.C.C) Paris, France. The award of a majority of arbitrators, including the appointment of expenses of the arbitration shall be final and binding upon the parties, and judgment upon the award rendered, may be entered in any World court having competent jurisdiction.
- (9) If any part of this agreement shall be found by a court having competent jurisdiction to be invalid, such part shall be considered severable, having no affect whatsoever upon the legality and enforceability of the other parts.
- (10) It is agreed by the parties, proven facsimile transmissions, shall be treated as originals.
- (11) Unless the context otherwise requires a word which denotes the singular denotes the plural and vice versa and any gender denotes the other genders.
- (12) The parties hereto irrevocably accept and agree to the terms and conditions herein and confirm each to the other, no soliciting, promises and/or inducement has taken place and further represent, that this constitutes the entire agreement between the parties hereto.

To proceed, the company requires execution of this and the Trustee document along with receipt of funds transfer to the coordinates outlined in Schedule 1 within **10 International Banking Days**, in consideration of which, the parties have set their respective signatures below.

Specified amount to be donated in US Dollars \$50,000.00

MW 0326

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IN WITNESS WHEREOF these presents has been executed on the date hereinbefore written.

Signed by The Company

On the date of first hereinbefore mentioned

Duly Authorized Company Signature

A. Thomson

Accepted by The Client

On the date of first hereinbefore mentioned

Duly Authorized Client Signature

The Corporate Seal of The Company was affixed
On the day first hereinbefore mentioned.

The Corporate Seal of The Client (if applicable)
Was affixed on the day first hereinbefore mentioned.

SOVEREIGN CAPITAL INVESTMENTS

MW 0327

APP.38

Liberty Establishment

P.O.Box 947, Norfolk Island 2899

Registered in the British Virgin Islands (BVI) for Service to Humanitarian Ideals

In the "Pursuit of Excellence"

Appointment of Trustee

Now therefore, know all men by these present, this agreement executed this **February 12th, 2002**, by and between: **Mike Wixom**, whose address situate at **2610 Mandy Way Arlington, TX. 76017** Hereinafter referred to as **The Client** and **The Liberty Establishment Incorporated** (hereinafter referred to as **The Trustee**) who is hereby empowered to act for the Client as outlined in a separate agreement (hereinafter referred to as **the Agreement**) executed between the Client and Sovereign Capital Investments (hereinafter referred to as **Sovereign**). ?

1. ***Period & Terms of Appointment***

This agreement shall be governed under the laws of the United Kingdom and the period of appointment of the Trustee, shall be in accordance with the terms and conditions represented in the Agreement executed between the Client and Sovereign.

2. ***Conditions of Capital Placement under Trustee***

The Trustee hereby agrees to the role as outlined, subject to the terms and conditions set forth in the Agreement between the Client and Sovereign and also those terms and conditions herein and agrees to receive from the Client, clean, clear US dollar funds derived from Non-Criminal activities and belonging to the Client.

In consideration, the Client irrevocably instructs the Trustee to allow Sovereign full and unfettered use of the funds, in such manner Sovereign deems appropriate and proper pursuant to the Agreement.

The Client by virtue of their signature hereto, instructs the Trustee to take instructions from Sovereign in all and any matters as set forth and clearly defined in the Agreement and irrevocably accepts, the Trustees role is purely ministerial in nature and does thereby indemnify the Trustee against Sovereign action, provided always such actions are within the legally constituted framework set forth.

3. ***The Bank Coordinates for receipt of the Clients Capital***

In accordance with the terms and conditions expressed in the Agreement, the Client accepts the bank coordinates as outlined in Schedule 1 thereto. (Supplied upon signed receipt of Contract)

4. ***General Powers of Appointment and Terms***

? The Trustee is hereby empowered to move all or part of the Clients funds as directed by Sovereign, the Clients acknowledges that the Trustees only role is to receive the funds, notify the Client of receipt and accept further instructions from Sovereign.

MW 0328

Exhibit 4
Zawistowski

The Client further acknowledges that upon confirmation to the Client of receipt of funds the Trustees role shall terminate immediately save taking further instructions from Sovereign pursuant to the agreement.

5. **Entirety of Trustee Agreement**

This trustee agreement shall comprise the entire trustee agreement between the parties, and there are no agreements, understandings, promises, conditions, oral or written, expressed or implied, concerning the subject matter, or in consideration hereof, that are not merged herein and superseded hereby.

6. **Trustee Fees**

Sovereign agrees to pay all reasonable fees and expenses included transfer costs and bank charges, to the Trustee pursuant to the exercise of its duties as Trustees.

7. **Successors**

The rights and obligations of the parties hereunder shall inure to the benefit of and be binding upon the parties and their successors, assigns, and any reconstituted entities.

8. **Severability**

Each and every provision of this trustee agreement is severable, and the invalidity of some shall not, in any way, affect the validity of this trustee agreement or any provision hereof.

9. **Notices**

All notices to the parties pursuant to this trustee agreement shall be in writing and delivered by telefax or post to the parties at the contacts shown.

Notices to **The Trustee**
P.O. Box 947
Norfolk Island 2899.

Notices to **The Client**
Fax No: +

Notices to **H.E.**
Fax No (770) 623-6186

In Witness whereof the parties hereto have executed this agreement as of the date first hereinbefore written.

Executed by The Trustee
On the date first hereinbefore mentioned

Executed by The Client
On the date first hereinbefore mentioned

E. Kousheim

Duly Authorized Trustee Signature / or Officer

Duly Authorized Client Signature / or Officer

Corporate Seal of The Trustee

Corporate Seal of The Client (if applicable)

NON-SOLICITATION D.D.

THE LIBERTY ESTABLISHMENT, INC.
SECURITY CODE : 315 - NJR - BRI

THE LIBERTY ESTABLISHMENT, INC.

To

Name _____

Phone _____ Fax _____

Email: _____

NON-SOLICITATION OF FUNDS & NON DISCLOSURE

AFFIDAVIT
Ref. 97/A.08-14/B.1-E

TRANSACTION CODE : LIB - 315 - 010319
SECURITY CODE : 315 - NJR - BRI
REF. N° _____ :

TO :

REF :

Dear Sir,

1. I/We, _____ located as letterhead, legally represented by _____ as the authorized signatory do hereby confirm that I/we have requested information and documentation regarding the currently available investment opportunities to serve our interest, purposes and understandings only, and not for further distribution. I/We am/are hereby agreeing to keep all information received by you strictly confidential and proprietary.
2. I/We hereby declare that I/we am/are fully aware that the information presented by you is not in any way considered, presumed, assumed, interpreted or intended to be a solicitation of funds of any sort, or any type of offering, but is intended for our general knowledge and educational purpose only. I/We hereby affirm that I/we have requested information from you and your contacts of our own choice and free will, and further that you have not solicited us in any way.
3. I/We hereby further acknowledge and confirm that neither you, the banks, any officer, employee, agent nor their associates or affiliates, nor any person on their behalf or any intermediary/broker at no time has solicited me/us in any way whatsoever that can be construed to be a solicitation, for the service.

SIGNATURE

NON-SOLICITATION D.D.

THE LIBERTY ESTABLISHMENT, INC.
SECURITY CODE : 315 - NJR - BRI

4. I/We certify and attest that I/we have initiated this invitation to discuss your current available investment opportunities, and if necessary introduce me/us to the individuals, contacts and/or operative parties within your organization and/or others with the view to receive all relevant information and a personal interview to discuss the terms and conditions of the requested financial.
5. I/We have mutually agreed that all information received is not intended for the general public, and all materials are for absolute private use only.
6. I/We agree to provide any and all data or information, as requested, for the purpose of executing due diligence, confirmation and verification in a timely co-operative manner with the full understanding that the data requested and provided is both accurate and truthful.
7. I/We further give, without recourse, authorization to conduct any and all due diligence, investigation, confirmation, verification, and/or credit evaluation incident to my/our request for the participation in your investments offers.
8. The above information is confidential and privileged. It is provided in response to my request for overviews of such undertakings.
9. I/We accept and I/we am/are fully aware that the intermediaries are not licensed brokers/dealers, and are not dealing in securities.
10. I/We confirm that I/we never have been solicited by any intermediary neither to syndicate investment groups, nor to invest in securities or investments of any description.
11. I/We am/are fully aware that the intermediaries neither warrant nor guarantee that the above information is accurate.
12. I/We am/are fully aware and accept that all investment opportunities are subject to change or cancellation without prior notice.
13. I/We fully accept that the data contained in this letter is provided for informational purposes only. Under no circumstances may it be assumed, presumed or interpreted as an offering or solicitation for business.
14. A fax copy of this document shall be considered affidavit and as an original and legal document.

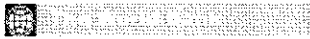
Executed and accepted by,

(read & approved)

END OF DOCUMENT.

SIGNATURE

MW 0331



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World Bank Group Warns Of Fraudulent Investment Schemes Misrepresenting Its Name

Press Release No:2004/266/S

Contacts:

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WASHINGTON, April 26, 2004? In light of recent developments showing an increasing number of "advance fee fraud schemes" misusing the World Bank Group's name, the World Bank Group is warning against investment deals and advanced fee fraud schemes that misuse the institution's name or claim to be affiliated with the World Bank Group.

In several of these schemes, individuals have falsely represented themselves to be "World Bank Auditors" or members of the "World Bank West African Regional Delegation," and have sent faxes to creditors of several West African governments, claiming to be empowered by these governments to repay the government's past debts. Often official-looking World Bank Group letterheads are used for these faxes. In some cases, the solicitors even use the names of actual World Bank Group staff members to bolster the credibility of the solicitation.

Advanced fee fraud schemes involve solicitations that encourage potential victims to provide personal information such as signatures or bank account information, and to pay certain advance fees, often described as "processing fees." In return, the potential victim is promised sums of money which the solicitor has no intention of paying. Police estimate that thousands of these advance fee fraud solicitations – only a very small fraction involving the use of the World Bank Group's name – are sent by fax or e-mail every week and are addressed to individuals and companies around the world.

The World Bank Group disavows such schemes, and would like to caution the public to be wary of these and other similar solicitations that falsely claim to be affiliated with the World Bank Group. Questions concerning the alleged involvement of any part of the World Bank Group (the International Bank for Reconstruction and Development, the International Finance Corporation, the International Development Association, the Multilateral Investment Guarantee Agency, and the International Centre for the Settlement of Investment Disputes) in a particular transaction may be directed to Damian Milverton at External Affairs.

APP.43

