UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

KINETIC INVESTMENT GROUP, LLC and MICHAEL SCOTT WILLIAMS, **CASE NO.: 8:20-cv-394**

Defendants, and

KINETIC FUNDS I, LLC, KCL SERVICES, LLC d/b/a LENDACY, SCIPIO, LLC, LF 42, LLC, EL MORRO FINANCIAL GROUP, LLC, and KIH, INC., f/k/a KINETIC INTERNATIONAL, LLC,

Relief Defendants.
_____/

DECLARATION OF JORDAN D. MAGLICH IN SUPPORT OF RECEIVER'S OPPOSITION TO DEFENDANT MICHAEL SCOTT WILLIAMS' EMERGENCY MOTION FOR CLARIFICATION

I, Jordan D. Maglich, say and declare as follows:

1. I am an attorney with Quarles & Brady LLP in Tampa, Florida, and I represent Mark A. Kornfeld, as Receiver, in this case.

2. I make this declaration based on information personally known to me and in support of the Receiver's Opposition to Defendant Michael Scott Williams' Emergency Motion for Clarification (Doc. 49).

3. Attached hereto as **Exhibit 1** is a true and correct copy of email correspondence dated March 7, 2020 and March 9, 2020 between the Receiver's counsel and

Defendant Michael Scott Williams' ("Williams") counsel.

4. Attached hereto as **Exhibit 2** is a true and correct copy of a letter sent to Williams' counsel on April 2, 2020.

5. Attached hereto as **Exhibit 3** is a true and correct copy of email correspondence dated April 17, 2020 between the Receiver's counsel and Defendant Williams' counsel.

6. Attached hereto as **Exhibit 4** is a true and correct copy of email correspondence dated April 17, 2020 between the Receiver's legal professional and an employee for Banco Popular.

7. Attached hereto as **Exhibit 5** are true and correct copies of wire transfers made from Relief Defendant LF42, LLC's bank account at BMO Harris Bank on March 5, 2020. These documents were retrieved from electronic records stored on the computer of an employee of the Sarasota, Florida office of Defendant Kinetic Investment Group, LLC.

8. Attached hereto as **Exhibit 6** is a true and correct copy of email correspondence dated March 5, 2020 between Williams and an employee of the Sarasota, Florida office of Defendant Kinetic Investment Group, LLC. This document was retrieved from electronic records stored on the computer of an employee of the Sarasota, Florida office of Defendant Kinetic Investment Group, LLC.

9. Attached hereto as **Exhibit 7** is a true and correct copy of email correspondence dated March 6, 2020 between I.P. and an employee of the Sarasota, Florida office of Defendant Kinetic Investment Group, LLC. This document was retrieved from electronic records stored on the computer of an employee of the Sarasota, Florida office of

Defendant Kinetic Investment Group, LLC.

10. Attached hereto as **Exhibit 8** is a true and correct copy of a "Consulting Agreement" dated September 5, 2019 between LF42, LLC and Kinetic Investment Group, LLC. This document was retrieved from electronic records stored on the computer of an employee of the Sarasota, Florida office of Defendant Kinetic Investment Group, LLC.

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

Executed on this 26th day of April, 2020.

JORDAN D. MAGLICH

EXHIBIT 1

Maglich, Jordan D. (TPA x5713)

From: malinas@gtlaw.com
Sent: Monday, March 9, 2020 3:00 PM
To: Maglich, Jordan D. (TPA x5713)
Cc: KehoeG@gtlaw.com; piconej@gtlaw.com
Subject: RE: SEC v. Kinetic Funds et al. [QBLLP-ACTIVE.FID40161290]

Responses to several of your questions are below. Mr. Williams reserves the right to amend his responses. We are working on your other requests.

Thanks

Steven M. Malina
Shareholder

Greenberg Traurig, LLP
77 West Wacker Drive | Suite 3100 | Chicago, IL 60601
T +1 312.476.5133 | F +1 312.899.0423 | C +1 847.769.0888
malinas@gtlaw.com | www.gtlaw.com [gtlaw.com] | View GT Biography [gtlaw.com]

GT GreenbergTraurig

From: Maglich, Jordan D. [mailto:Jordan.Maglich@quarles.com]
Sent: Saturday, March 7, 2020 1:20 PM
To: Kehoe, Greg (Shld-TPA-LT) <KehoeG@gtlaw.com>; Picone, Joseph H. (Assoc-TPA-LT) <piconej@gtlaw.com>; Malina, Steven M. (Shld-Chi-LT) <malinas@gtlaw.com>
Cc: Kornfeld, Mark A. <Mark.Kornfeld@quarles.com>; Cass, Luke V. <Luke.Cass@quarles.com>
Subject: Re: SEC v. Kinetic Funds et al. [QBLLP-ACTIVE.FID40161290]

EXTERNAL TO GT

Gentlemen,

One more thing. There was a large safe located in the Sarasota office. Please provide the combination. Thanks.

Ashleigh Turner (contact information below) should have this information.

Jordan

On Mar 7, 2020, at 2:00 PM, Maglich, Jordan D. (TPA x5713) <Jordan.Maglich@quarles.com> wrote:

Good afternoon gentlemen,

I apologize for the lengthy email, but I wanted to condense these items into one email rather than several. As you are aware, the Order Appointing Receiver requires that your client cooperate with the Receiver's requests to carry out his duties, and your client also indicated to us yesterday that he would do everything he could to cooperate. I'm listing out a few open items for which your client's cooperation would be helpful:

- First, our team secured the Sarasota Kinetic Funds office at 1800 2nd St., Suite 855 this morning. In various correspondence and filings, there are references to Kinetic maintaining its office at Suite 955 in the same building. At present, that office appears to be occupied by CBOE Silexx. Please confirm that none of the Receivership Defendants maintain an office or employees at, and that no Receivership Property (as defined in the Order Appointing Receiver) exists, in Suite 955.

Confirmed.

  - Would you please also provide a list of employees who were working at that office? In particular, it appears that Anadi Guar maintains a desk at that office. We would like to speak with him if you could provide me with his contact information.

- Anadi Gaur (Trader/Financial Engineer) aguar@kineticfunds.com
- Ashliegh Turner (Office Manager) aturner@kineticfunds.com
- Sade Beckles (Trade / Accounting / Books) sbeckles@kineticfunds.com
- William Owen (Trade / financial Mechanic) wowen@kineticfunds.com

- Second, it would help us if your client would identify (i) where any books and records (including multiple sets) for any of the Receivership Defendants are located or maintained; and (ii) if any software programs or online services are being used to compile or maintain any books and records (including multiple sets) for any of the Receivership Defendants.

Responsive books and records can be located in the Sarasota office. If additional, responsive records are located they will be produced.

- Third, we will be securing any Kinetic assets/offices in Puerto Rico tomorrow. It appears that Kinetic Funds maintains an office at 53 Palmeras Street, Suite 903. In addition, it appears the bank building is titled in Receivership Defendant Scipio's name. Please let me know if there are any other offices used by the Receivership Defendants in Puerto Rico, assets belonging to or held on behalf of the Receivership Defendants or by Mr. Williams in Puerto Rico that were purchased using assets of any Receivership Defendants, or documents and records belonging to or generated by the Receivership Defendants in Puerto Rico.

The office located at 53 Palmeras Street was closed in 2019. No other offices are used in Puerto Rico. You are aware of the Calle de Cruz properties.

- Fourth, please identify any institutions or entities, financial or otherwise, that are holding any assets for or for the benefit of any of the Receivership Defendants. At present, we have identified Dash, SolCoop, BMO Harris, and Interactive Brokers.

The list you identify is consistent with Mr. Williams' recollection. If there are others, Ms. Turner may be able to assist.

- Fifth, please confirm whether or not any of the Receivership Defendants presently own or have access to any digital currency (i.e., Bitcoin).

None.

- Finally, our IT personnel have provided us a list of digital assets for which they need additional information to secure and gain access to those assets. The list is below and we would request that your client provide any ownership or administrative login information as soon as possible:

Kineticbank.com
Registrar:
GoDaddy
Corporate Headquarters 14455 N. Hayden Rd., Ste. 226
Scottsdale, AZ 85260 USA
Phone number: (866) 938-1119
Fax number: (480) 624-2546
Email address: HQ@godaddy.com

Hosting Provider:
InMotion Hosting
EMAIL: legal@inmotionhosting.com
InMotion Hosting, Inc.
360 N. Pacific Coast Highway, Suite 1055
El Segundo, CA 90245

Email:
Proton
Proton Technologies AG
Chemin du Pré-Fleuri, 3
CH-1228 Plan-les-Ouates,
Genève, Switzerland

Lendacy.com

Registrar:
Corporate Headquarters 14455 N. Hayden Rd., Ste. 226
Scottsdale, AZ 85260 USA
Phone number: (866) 938-1119
Fax number: (480) 624-2546
Email address: HQ@godaddy.com
Hosting Provider:
InMotion Hosting
EMAIL: legal@inmotionhosting.com
InMotion Hosting, Inc.
360 N. Pacific Coast Highway, Suite 1055
El Segundo, CA 90245

Email:
Google G-Suite
Google LLC
C/O Custodian of Records
1600 Amphitheatre Parkway
Mountain View, CA 94043

Kineticfunds.com

Registrar:
GoDaddy
Corporate Headquarters 14455 N. Hayden Rd., Ste. 226
Scottsdale, AZ 85260 USA
Phone number: (866) 938-1119
Fax number: (480) 624-2546
Email address: HQ@godaddy.com
Hosting Provider:
InMotion Hosting
EMAIL: legal@inmotionhosting.com
InMotion Hosting, Inc.
360 N. Pacific Coast Highway, Suite 1055
El Segundo, CA 90245

Email:
Google G-Suite
Google LLC
C/O Custodian of Records
1600 Amphitheatre Parkway
Mountain View, CA 94043

Ms. Turner should have responsive information.

Thank you for your attention and I look forward to hearing from you.

Sincerely,

Jordan
<125EvergreenEmailSignature_a6b3add9-9dae-435d-970f-4c0911565efe.jpg>

Jordan D. Maglich / Attorney
Jordan.Maglich@quarles.com / LinkedIn BIO vCard
Quarles & Brady LLP
101 East Kennedy Blvd., Suite 3400 / Tampa, FL 33602-5195
Office 813-384-6713 / quarles.com
Assistant Donna Santoro 813-384-6712

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EXHIBIT 2

Quarles & Brady LLP

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813-387-0300
Fax 813-387-1800
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Attorneys at Law in
Chicago
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Tucson
Washington, D.C.

Writer's Direct Dial: 813-384-6713
E-Mail: Jordan.Maglich@quarles.com

April 2, 2020

VIA EMAIL (piconej@gtlaw.com)

Joe Picone
Greenberg Traurig
101 E. Kennedy Boulevard
Suite 1900
Tampa, FL 33602

Re: ***Securities and Exchange Commission v. Kinetic Investment Group, LLC and Michael Scott Williams,*** **Defendants;** ***and Kinetic Funds I, LLC; KCL Services, LLC d/b/a Lendacy; Scipio, LLC; LF42, LLC; El Morro Financial Group, LLC; and KIH, Inc. f/k/a Kinetic International, LLC,*** **Relief Defendants**
U.S. District Court, Middle District of Florida, Tampa Division, Case No. 8:20-cv-00394

Dear Joe:

I hope you are well and staying safe. The Receiver continues to execute his duties under the Order Appointing Receiver (Doc. 34) and has identified the following non-exclusive areas of inquiry to which he is seeking Mr. Williams' cooperation and response:

1. The Order Appointing Receiver required that Mr. Williams turn over and deliver to the Receiver all paper and electronic information of, or relating to, the Receivership Defendants and/or Receivership Property including books, records, and documents. Notwithstanding the documents provided bates-labeled KIN00001-KIN000143, we have not received any additional documents from Mr. Williams. Please confirm whether Mr. Williams has any other responsive documents (whether electronic or paper) in his possession and when he expects to produce those documents to the Receiver. In addition, please advise as to the status of the arrangements being made to transfer the three computers owned by El Morro Financial located in Puerto Rico.

2. It was represented during the March 6, 2020 hearing that Mr. Williams had made a large transfer to the Receivership Entities in the days before the hearing as payment towards one or more outstanding loans taken out by himself or his entities. The Receiver subsequently received supporting documentation of those loan repayment efforts on March 13, 2020. It appears that a

deposit of $2,914,964 was made to the Kinetic Investment Group BMO Harris bank account (the "KIG Account") on March 5, 2020, and transfers totaling $2,354,399.21 were subsequently made from that bank account which are believed to constitute Mr. Williams' loan repayment efforts. We have several questions concerning those transfers we would like Mr. Williams to address:

- In addition to Mr. Williams' loan repayment transfers totaling $2,354,399.21, there was an additional debit of $460,564.79 made from the KIG Account on March 5, 2020 with the notation "CBOE Pay Remaining." Did Mr. Williams make this transfer? Who was the recipient, and what was the purpose, of that transfer? Was this a Kinetic Investment Group debt? Please also provide any supporting documentation.

- The initial $2,914,964 transfer appears to have originated from a Greenberg Traurig Trust Account. Please identify the source of that money. Is Greenberg Traurig holding any other funds for Mr. Williams (or for his benefit) in its trust account or any other account? Has Greenberg Traurig made any transfers at Mr. Williams' direction for the period from March 1, 2020 to the present?

- To the extent Mr. Williams (or his counsel) has had any communications with Thomas Frey and/or any Silexx or Obsidian entity (or their respective counsel) in the last six months, please provide those communications.

3. It appears that one or more accounts belonging to Jon Fogarty and/or the Fogarty Trust with account numbers ending in 4167 and 4170 (the "Fogarty Accounts") were held at Interactive Brokers under the Kinetic Funds account structure.

- Did Mr. Williams have any role(s) or responsibility(ies) with respect to either of the Fogarty Accounts? If so, please identify whether Mr. Williams (or any other third party) had trading authority over either of the Fogarty Accounts, received any compensation for his role with either of the Fogarty Accounts, and whether supporting documentation exists memorializing the trading authority and arrangement.

- Were the Fogarty Accounts considered part of Kinetic Funds' assets?

- Were any Kinetic Funds assets used to make purchases in or otherwise benefit the Fogarty Accounts?

- Were any Fogarty Accounts assets used to make purchases in or otherwise benefit the Kinetic Funds accounts?

- To the extent any of the Fogarty Accounts utilized margin, please explain the use of margin and the status of the margin arrangement.

- To the extent any of the Fogarty Accounts utilized margin, please explain whether any margin (or any securities held in the Fogarty Accounts) was used to make any purchases in or otherwise benefit any other Kinetic Funds accounts held at Interactive Brokers, including to purchase securities in any other account (including KF Yield).

- Does Mr. Williams consider the Fogarty Trust account assets as part of the total amount Kinetic Funds had on deposit at Interactive Brokers?

- Was either Jon Fogarty or the Fogarty Trust a Lendacy client?

- Please explain why Lendacy documents indicate that as of November 2019 the Fogarty Trust had a $6 million Lendacy credit limit and beginning debt of approximately $4.448 million.

- At the hearing on March 6, 2020, Mr. Williams represented (through counsel) that there were approximately $10 million to $11 million in net assets belonging to Kinetics Investors in the Kinetic Funds Interactive Brokers accounts. Did this amount include the assets held in the Fogarty Accounts?

4. It is our understanding that Mr. Williams prepared the KF Yield data that was subsequently reported and transmitted to Bloomberg. Please provide any supporting documentation Mr. Williams used to prepare the KF Yield data that was provided to Bloomberg reflecting his calculation of that data.

5. With respect to the Kinetic Funds accounts held at Interactive Brokers, the account ending in 2028 has a significant negative cash balance exceeding -$7.3 million. Why and how was this negative balance generated? What account(s) is this negative balance attributable to? Did this negative balance constitute margin debt used to purchase securities in the KF Yield brokerage account?

6. Anadi Gaur indicated that Mr. Williams provided him information for the KF Yield Interactive Brokers account reflecting the monthly performance amount and the generated dividends. Please provide any documents reflecting Mr. Williams' preparation of that information and transmittal to Mr. Gaur.

We would request responses on or before April 9, 2020 and any responsive documents on or before April 16, 2020. Please feel free to contact me with any questions.

Sincerely,

QUARLES & BRADY LLP

Jordan Maglich

JDM:kdw

EXHIBIT 3

Maglich, Jordan D. (TPA x5713)

From: Maglich, Jordan D. (TPA x5713)
Sent: Friday, April 17, 2020 2:59 PM
To: 'piconej@gtlaw.com'; Kornfeld, Mark A. (TPA x5278)
Cc: malinas@gtlaw.com; Wilt, Rebecca S. (TPA x5277)
Subject: RE: Kinetic [QBLLP-ACTIVE.FID40945531]
Attachments: 2020.03.06 [033] Order Granting Motion to Freeze.pdf; 2020.04.13 Letter to J. Maglich from POPLUAR re Amended Certification II - Kinetic.PDF

Good afternoon Joe and Steve,

It was good speaking with you both yesterday.

As requested, attached is the letter we received from Banco Popular yesterday.

Regarding your position on the bank accounts, we have reviewed and would direct your attention to Paragraph B on Page 3 of the Court's Order granting the SEC's Motion for Asset Freeze. It is our position that any request to unfreeze any accounts frozen thereunder or otherwise modify the asset freeze should be made to the Court.

Finally, I am copying Rebecca Wilt from our office who can provide you a secure document upload link for the documents you referenced.

Have a nice weekend.

Sincerely,

Jordan

125+ YEARS OF SERVICE | Quarles & Brady LLP

Jordan D. Maglich / Attorney
Jordan.Maglich@quarles.com / LinkedIn BIO vCard
Quarles & Brady LLP
101 East Kennedy Blvd., Suite 3400 / Tampa, FL 33602-5195
Office 813-384-6713 / quarles.com
Assistant Donna Santoro 813-384-6712

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From: piconej@gtlaw.com <piconej@gtlaw.com>
Sent: Friday, April 17, 2020 12:49 PM
To: Maglich, Jordan D. (TPA x5713) <Jordan.Maglich@quarles.com>; Kornfeld, Mark A. (TPA x5278) <Mark.Kornfeld@quarles.com>
Cc: malinas@gtlaw.com
Subject: Kinetic

Jordan and Mark,

Thank you for your time yesterday.

As we discussed, please provide us with all correspondence with Banco Popular related to the three frozen bank accounts held in the names of (1) Mr. Williams personally, (2) Pyram King, LLC, and (3) Rex Tenax LLC. As we emphasized on our call yesterday, it is our position that these bank accounts and the assets contained therein are not within the scope of the Court's March 6 Orders, and Mr. Williams needs access to these accounts as soon as possible to purchase groceries and pay for other living expenses.

Also, in furtherance of our discussion regarding Silexx, enclosed please find an executed Distribution Agreement and Mutual Release between Mr. Williams and Obsidian Technologies, LLC f/k/a Silexx Financial Systems, LLC regarding Mr. Williams' receipt of some of his share of the proceeds from the sale of Silexx to the CBOE.

Finally, please provide us with a secure link that we can use to upload Mr. Williams' production of responsive documents to the requests in the Receiver's April 2 Letter.

Thank you,

Joe

Joseph H. Picone
Associate
Greenberg Traurig, P.A. | 101 East Kennedy Boulevard
Suite 1900 | Tampa, Florida 33602
Tel +1 813.318.5719
piconej@gtlaw.com | www.gtlaw.com [gtlaw.com] | View GT Biography [gtlaw.com]

GT GreenbergTraurig

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EXHIBIT 4

Maglich, Jordan D. (TPA x5713)

From: Wilt, Rebecca S. <Rebecca.Wilt@quarles.com>
Sent: Friday, April 17, 2020 3:58 PM
To: kristie.florescarrubi@popular.com
Subject: Securities and Exchange Commission v. Kinetic Investment Group, LLC, et al. [QBLLP-ACTIVE.FID40945531]

Good Afternoon Kristie,

Thank you for your letter of April 13, 2020 regarding the referenced matter.

The Receiver asked me to contact you to confirm that he agrees with your analysis. All accounts identified in your letter should be frozen pursuant to the asset freeze provision of the order.

We look forward to receiving the records relating to each of the accounts as soon as possible. As I advised yesterday, I can provide a secure link to our ShareFile system to which you may securely upload the documents.

Thank you for your time.

Rebecca S. Wilt, ACP / Paralegal
Rebecca.Wilt@quarles.com / LinkedIn
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Office 813-387-0277 / quarles.com
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EXHIBIT 5

Wire Details

Generated By 30067309_ATURNER
Generated On 2020-03-05 02:30 PM EST

Value Date	Funding Account	Funding Account Name	Amount	Currency	Beneficiary Name	Beneficiary Account Number	Status	Approvals Received:
2020-03-05	4247	LF42	15,000.00	USD	Rex Tenax LLC	2011	Confirmed	1 of 1

Ordering Customer Account:	4247	**Reason for Reject**	
Ordering Customer Name:	Kinetic Securities Trading LLC	**Beneficiary Address:**	
Ordering Customer Address:	1800 Second St,Suite 955,Sarasota,FL,34236,US		
Primary Contact Number of Ordering Customer:		**Beneficiary Bank ID:**	2011
Primary Contact Name of Ordering Customer:		**Beneficiary Bank ID Type:**	FED
Wire Type:	Commercial	**Beneficiary Bank Name:**	Banco Popular de Puerto Rico
Entry Type:	Freeform	**Beneficiary Bank Address:**	209 Munoz Rivera Avenue,SAN JUAN,PR,00918,US
Template Name:		**Account with Institution Bank ID:**	
Charges:	No charges	**Account with Institution Bank ID Type:**	
Exchange Rate:	1.0	**Account with Institution Bank Name:**	
Revised Value Date:	2020-03-05	**Account with Institution Bank Address:**	
Converted Amount:	15,000.00 USD	**Intermediary Bank ID:**	
		Intermediary Bank ID Type:	
		Intermediary Bank Name:	
		Intermediary Bank Address:	
Purpose of wire:	Rex Tenax		
Reference Number:	OLBB2020030548191836 - 200305707717 - 20200305G1QG750C003811	**Receiver's Correspondent Bank ID:**	
Created By:	ATURNER	**Receiver's Correspondent Bank ID Type:**	
Create Date:	2020-03-05 01:56 PM	**Receiver's Correspondent Bank Name:**	
Last Approved By:	MICHAELW	**Receiver's Correspondent Bank Address:**	
		Sender To Receiver Information:	
Last Action Date:	2020-03-05 02:06 PM	**Related Reference No:**	
		IMAD Reference Number:	20200305G1QG750C003811

Wire Details

Generated By 30067309_ATURNER
Generated On 2020-03-05 02:30 PM EST

Value Date	Funding Account	Funding Account Name	Amount	Currency	Beneficiary Name	Beneficiary Account Number	Status	Approvals Received:
2020-03-05	4247	LF42	25,000.00	USD	Globalscreen BV	9308	Confirmed	1 of 1

Ordering Customer Account:	4247	**Reason for Reject**	
Ordering Customer Name:	Kinetic Securities Trading LLC	**Beneficiary Address:**	
Ordering Customer Address:	1800 Second St,Suite 955,Sarasota,FL,34236,US		
Primary Contact Number of Ordering Customer:	19418709544	**Beneficiary Bank ID:**	AWSS
Primary Contact Name of Ordering Customer:	Ashleigh Turner	**Beneficiary Bank ID Type:**	SWIFT
Wire Type:	Commercial	**Beneficiary Bank Name:**	ABN AMRO Bank N.V.
Entry Type:	Freeform	**Beneficiary Bank Address:**	Gustav Mahlerlaan 10,AMSTERDAM,Noord-Holland,1082 PP,NL
Template Name:		**Account with Institution Bank ID:**	
Charges:	BEN - Additional routing charges will be paid by the beneficiary	**Account with Institution Bank ID Type:**	
Exchange Rate:	1.0	**Account with Institution Bank Name:**	
Revised Value Date:	2020-03-05	**Account with Institution Bank Address:**	
Converted Amount:	25,000.00 USD	**Intermediary Bank ID:**	
		Intermediary Bank ID Type:	
		Intermediary Bank Name:	
		Intermediary Bank Address:	
Purpose of wire:	GlobalScreen		
Reference Number:	OLBB2020030548192555 - 200305708121 - 200305HATRUS44AXXX9722082794	**Receiver's Correspondent Bank ID:**	
Created By:	ATURNER	**Receiver's Correspondent Bank ID Type:**	
Create Date:	2020-03-05 02:19 PM	**Receiver's Correspondent Bank Name:**	
Last Approved By:	MICHAELW	**Receiver's Correspondent Bank Address:**	
		Sender To Receiver Information:	
Last Action Date:	2020-03-05 02:21 PM	**Related Reference No:**	
		IMAD Reference Number:	200305HATRUS44AXXX9722082794

Wire Details

Generated By 30067309_ATURNER
Generated On 2020-03-05 02:30 PM EST

Value Date	Funding Account	Funding Account Name	Amount	Currency	Beneficiary Name	Beneficiary Account Number	Status	Approvals Received:
2020-03-05	4247	LF42	25,000.00	USD	Pyram King LLC	6860	Confirmed	1 of 1

Ordering Customer Account:	4247	**Reason for Reject**	
Ordering Customer Name:	Kinetic Securities Trading LLC	**Beneficiary Address:**	
Ordering Customer Address:	1800 Second St,Suite 955,Sarasota,FL,34236,US		
Primary Contact Number of Ordering Customer:		**Beneficiary Bank ID:**	2011
Primary Contact Name of Ordering Customer:		**Beneficiary Bank ID Type:**	FED
Wire Type:	Commercial	**Beneficiary Bank Name:**	Banco Popular de Puerto Rico
Entry Type:	Freeform	**Beneficiary Bank Address:**	209 Munoz Rivera Avenue,SAN JUAN,PR,00918,US
Template Name:		**Account with Institution Bank ID:**	
Charges:	No charges	**Account with Institution Bank ID Type:**	
Exchange Rate:	1.0	**Account with Institution Bank Name:**	
Revised Value Date:	2020-03-05	**Account with Institution Bank Address:**	
Converted Amount:	25,000.00 USD	**Intermediary Bank ID:**	
		Intermediary Bank ID Type:	
		Intermediary Bank Name:	
		Intermediary Bank Address:	
Purpose of wire:	Pyram King		
Reference Number:	OLBB2020030548191861 - 200305707677 - 20200305G1QG750C003814	**Receiver's Correspondent Bank ID:**	
Created By:	ATURNER	**Receiver's Correspondent Bank ID Type:**	
Create Date:	2020-03-05 01:57 PM	**Receiver's Correspondent Bank Name:**	
Last Approved By:	MICHAELW	**Receiver's Correspondent Bank Address:**	
		Sender To Receiver Information:	
Last Action Date:	2020-03-05 02:06 PM	**Related Reference No:**	
		IMAD Reference Number:	20200305G1QG750C003814

Wire Details

Generated By 30067309_ATURNER
Generated On 2020-03-05 02:30 PM EST

Value Date	Funding Account	Funding Account Name	Amount	Currency	Beneficiary Name	Beneficiary Account Number	Status	Approvals Received:
2020-03-05	4247	LF42	60,000.00	USD	Jamene Pinnow	0369	Confirmed	1 of 1

Ordering Customer Account:	4247	**Reason for Reject**	
Ordering Customer Name:	Kinetic Securities Trading LLC	**Beneficiary Address:**	
Ordering Customer Address:	1800 Second St,Suite 955,Sarasota,FL,34236,US		
Primary Contact Number of Ordering Customer:		**Beneficiary Bank ID:**	1387
Primary Contact Name of Ordering Customer:		**Beneficiary Bank ID Type:**	FED
Wire Type:	Commercial	**Beneficiary Bank Name:**	Branch Banking and Trust Company
Entry Type:	Freeform	**Beneficiary Bank Address:**	200 W 2nd St,WINSTON SALEM,NC,27101,US
Template Name:		**Account with Institution Bank ID:**	
Charges:	No charges	**Account with Institution Bank ID Type:**	
Exchange Rate:	1.0	**Account with Institution Bank Name:**	
Revised Value Date:	2020-03-05	**Account with Institution Bank Address:**	
Converted Amount:	60,000.00 USD	**Intermediary Bank ID:**	
		Intermediary Bank ID Type:	
		Intermediary Bank Name:	
		Intermediary Bank Address:	
Purpose of wire:	Child support and healthcare		
Reference Number:	OLBB2020030548192048 - 200305707719 - 20200305G1QG750C003813	**Receiver's Correspondent Bank ID:**	
Created By:	ATURNER	**Receiver's Correspondent Bank ID Type:**	
Create Date:	2020-03-05 01:56 PM	**Receiver's Correspondent Bank Name:**	
Last Approved By:	MICHAELW	**Receiver's Correspondent Bank Address:**	
		Sender To Receiver Information:	Child support and healthcare
Last Action Date:	2020-03-05 02:06 PM	**Related Reference No:**	
		IMAD Reference Number:	20200305G1QG750C003813

Wire Details

Generated By 30067309_ATURNER
Generated On 2020-03-05 02:30 PM EST

Value Date	Funding Account	Funding Account Name	Amount	Currency	Beneficiary Name	Beneficiary Account Number	Status	Approvals Received:
2020-03-05	4247	LF42	248,000.00	USD	Michael Scott Williams	5998	Confirmed	1 of 1

Ordering Customer Account:	4247	**Reason for Reject**	
Ordering Customer Name:	Kinetic Securities Trading LLC	**Beneficiary Address:**	
Ordering Customer Address:	1800 Second St,Suite 955,Sarasota,FL,34236,US		
Primary Contact Number of Ordering Customer:		**Beneficiary Bank ID:**	1387
Primary Contact Name of Ordering Customer:		**Beneficiary Bank ID Type:**	FED
Wire Type:	Commercial	**Beneficiary Bank Name:**	Branch Banking and Trust Company
Entry Type:	Freeform	**Beneficiary Bank Address:**	200 W 2nd St,WINSTON SALEM,NC,27101,US
Template Name:		**Account with Institution Bank ID:**	
Charges:	No charges	**Account with Institution Bank ID Type:**	
Exchange Rate:	1.0	**Account with Institution Bank Name:**	
Revised Value Date:	2020-03-05	**Account with Institution Bank Address:**	
Converted Amount:	248,000.00 USD	**Intermediary Bank ID:**	
		Intermediary Bank ID Type:	
		Intermediary Bank Name:	
		Intermediary Bank Address:	
Purpose of wire:	Pay Down Line of Credit		
Reference Number:	OLBB2020030548191826 - 200305707718 - 20200305G1QG750C003812	**Receiver's Correspondent Bank ID:**	
Created By:	ATURNER	**Receiver's Correspondent Bank ID Type:**	
Create Date:	2020-03-05 01:54 PM	**Receiver's Correspondent Bank Name:**	
Last Approved By:	MICHAELW	**Receiver's Correspondent Bank Address:**	
		Sender To Receiver Information:	Pay Down Line of Credit
Last Action Date:	2020-03-05 02:06 PM	**Related Reference No:**	
		IMAD Reference Number:	20200305G1QG750C003812

EXHIBIT 6

Maglich, Jordan D. (TPA x5713)

From: Michael Williams <mwilliams@kineticfunds.com>
Sent: Thursday, March 5, 2020 2:47 PM
To: Ashleigh Turner
Subject: Loan wires

Two more wires from LF42.

$15,000
Name: Rex Tenax LLC
Bank: Banco Popular San Juan Branch
Acc#: 6852
Routing #: 021502011

$25,000
Name: Pyram King LLC
Bank: Banco Popular San Juan Branch
Acc#: 6860
Routing #: 021502011

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Michael S Williams
KINETIC INVESTMENT GROUP

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EXHIBIT 7

Maglich, Jordan D. (TPA x5713)

From: Ida Passalacqua <ipc@rextenax.com>
Sent: Friday, March 6, 2020 8:00 AM
To: Ashleigh Turner
Cc: MSW; M.S. Williams-King
Subject: Rex Tenax LLC Banco Info

Hi, Ashleigh good morning,
Rex Tenax LLC to wire money, because is new sometimes the Banco Popular gives problems. So they say in the **Branch area use the address where the account is:**
San Juan Branch, (not Ponce de Leon - that's where El Morro was created.
here is the contact info of:

Edgardo Rivera Guzman - Rex Tenax LLC branch account consultant. His number is 787-725-2636 - ext. 611316

I spoke with him and let him know that a wire is coming for $15,000.00 - I'm authorized in the account. You might want to call him, so he can help. Because he told me that the account is ready to receive wires, and I pre-let him know the amount.
Account number: 6 852
Routing number: 021502011

Hope it helps,
Let me know.
Gracias
Ida Passalacqua-Cáceres

REX TENAX LLC
international business consulting

Confidentiality Notice: Ida Passalacqua-Caceres
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Sent with ProtonMail [protonmail.com] Secure Email.

EXHIBIT 8

KINETIC

This Contract is entered into by and between Kinetic Investment Group, LLC a Deleware Limited Liability Company ("KIG"), and LF42, LLC, ("LF42"). The term of this Agreement shall begin on September 5, 2019 and shall continue until it is terminated by both parties.

I. Status. LF42 acknowledges and hereby accepts that, subject to the terms and conditions of this Agreement, KIG hereby engages LF42 as an independent LF42 to perform the services set forth herein. At no point shall this Agreement render LF42 an employee of KIG. LF42 is and will remain an independent LF42 in their relationship to KIG. LF42 is solely responsible for any national, federal, state, and/or local taxes levied with respect to any compensation LF42 receives from KIG. Notwithstanding the provisions of paragraph 8 herein, Lf42 shall have no claim against the Company, under this Agreement or otherwise, for any employee benefits of any kind, including but not limited to health or disability insurance or other benefits, payment for sick leave, or payment for vacation.

II. Services. LF42 is retained to provide consulting, for KIG.

III. Term of Engagement. This is a part-time contracted position and not an offer of full-time employment. LF42 is retained for the period beginning September 5, 2019 and ending Jan 2020. This Agreement may be extended upon the mutual signed consent of both parties, unless the Agreement is terminated before the end date and pursuant to the terms of the Agreement

IV. Mission. LF42 will perform the Services outlined in paragraph 2 herein pursuant to KIG's process and procedures and in furtherance of KIG's mission and goals. In the event that, during the Term of Engagement, LF42 becomes employed by or obligated to, financially or otherwise, any other entity or organization, LF42 shall inform KIG of such employment or obligation immediately and in writing. In such event, KIG reserves the right to terminate this Agreement.

V. Confidentiality. LF42 acknowledges that during the Term of Engagement, they will have access to and become acquainted with various trade secrets, innovations, processes, information, records and specifications owned, licensed, and/or used by KIG. LF42 agrees that they will not disclose or use any of the above, during the Term of Engagement or at any point thereafter, except as required during the Term of Engagement with KIG. All information, whether written or otherwise recorded, which relates to the business and operation of KIG and is either created by or in the possession of LF42 shall be considered the property of KIG and shall be returned to KIG immediately upon the expiry of the Term of Engagement, unless such ownership and/or return is waived in writing by KIG.

VI. Equipment. LF42 and KIG hereby agree that KIG may loan to LF42 certain Equipment necessary in the performance of LF42's duties. In the event of damage to any Equipment loaned to LF42 by KIG during the term of this Agreement, LF42 will reimburse KIG the amount of loss, defined as being the cost of complete repair or the cost of replacement, whichever is lower.

KINETIC

VII. Remuneration. LF42 will receive $10,000 from KIG for fulfilling the requirements of this Agreement. LF42 shall invoice KIG once monthly with payments being processed on a NET 30 payment schedule.

VIII. Costs. If for any reason LF42 terminates this Agreement before the end of the Term of Engagement, LF42 shall immediately reimburse all costs incurred by KIG on behalf of LF42, including any payment made to LF42 for services not yet performed.

IX. Termination. Either party may terminate this Agreement at any time by ten (10) days' written notice to the other party. In the event that LF42 fails to comply with the terms of this Agreement or with KIG's policies or reasonable directives, engages in serious misconduct under this Agreement, or materially breaches this agreement, or is convicted of any crime or offense, KIG may terminate the Agreement immediately and without prior written notice to LF42. In the event of any termination (with or without written notice) conducted under this Paragraph, remuneration to LF42 shall be pro-rated by days of work completed. LF42 hereby agrees that, if the compensation paid to LF42 at the time of termination exceeds the number of days worked, LF42 shall reimburse KIG for a pro-rated basis by certified check or money order within ten (10) business days of the date of termination.

X. Liability. LF42 hereby releases KIG of all liability in the event of LF42's mental or physical injury, bodily harm, kidnapping, disappearance, or death during the Term of Engagement and/or during the performance of any activity relating to this Agreement.

XI. Choice of Law and Dispute Resolution. In the event of controversies pertaining to this Agreement and/or its interpretation, KIG and LF42 agree that a) the laws of the State of Florida govern the validity, terms, and interpretation of this Agreement; b) any controversies shall be submitted to arbitration in accordance with the policies of the American Arbitration Association.

XII. Entire Agreement. Entire Understanding. This document and any attached Appendices constitute the entire understanding and agreement of KIG and LF42. Any prior understandings and agreements, whether oral or written, hereby have no force or effect.

XIII. Unenforceability. If any provision of this Agreement or any portion thereof is held to be invalid and unenforceable, the remainder of the Agreement shall maintain full force and effect.

Kinetic Investment Group, LLC		LF42, LLC	
By:		By:	
Its:	Managing Partner	Its:	Manager
Print:	Michael Williams	Print:	Michael Williams