

Deponent: Edmund L. Rahming  
No. of Affidavit: 11  
Date Sworn: November 6, 2020

**IN THE SUPREME COURT OF THE BAHAMAS**

**COMMERCIAL DIVISION**

**CAUSE NO. COM/bnk/00077 OF 2019**

**IN THE MATTER OF THE COMPANIES ACT. 1992, CH. 308**

**AND IN THE MATTER OF PACIFICO GLOBAL ADVISORS LTD.**

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**ELEVENTH AFFIDAVIT OF  
EDMUND L. RAHMING**

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I, **EDMUND L. RAHMING**, Founder and Managing Director of Intelisys Ltd., Chartered Accountant and Certified Public Accountant of #2 Caves Professional Centre, Caves Village, West Bay Street and Blake in the Western District of New Providence, one of the Islands of the Commonwealth of The Bahamas, make **OATH** and **SAY** as follows:

1. That I am the Official Liquidator of Pacifico Global Advisors Ltd. (In Liquidation) ("**PGA**").
2. Unless otherwise stated the facts and matters deposed hereto are within my knowledge obtained by me in my capacity as the Official Liquidator of PGA. Where the matters deposed hereto are not within my knowledge, they are derived from the sources which I identify and are true to the best of my information and belief.

3. There is now produced and shown to me a paginated bundle of true copies of documents to which I will refer in this affidavit marked **“Exhibit ELR-1”**. References to page numbers are to those contained in that Exhibit. Redactions have been made to the Exhibits to preserve client confidentiality.
4. By an Order dated October 28, 2019 and filed herein on the November 8, 2019 (**“the Supervision Order”**) the voluntary liquidation of PGA was put under the supervision of the Supreme Court of The Bahamas and I was appointed the Official Liquidator of PGA. There is now produced and shown to me a true copy of the Supervision Order at pages 1 to 4 of **Exhibit ELR-1**.
5. This Affidavit is sworn in support of an application by Summons dated and filed herein November 6, 2020 (**“November 2020 Summons”**) on the part of the Official Liquidator of PGA (**“Official Liquidator”**), for an Order that this Court inter alia sanction deductions from the trust/fiduciary assets controlled by PGA (excluding trust assets concerning the segregated accounts/sub funds (**“Lyford Fund Sub Funds”**), of the Lyford Diversified Global Fund, SAC (**“Lyford Fund”**), that are in receivership (**“Receivership”**) under Phillip Galanis (**“Receiver”**)) (**“Trust Assets”**) to pay (a) the liquidation expenses solely attributable to the Trust Assets (**“Trust Expenses”**) and b) the general liquidation expenses which benefit the Trust Assets (**“General Liquidation Expenses”**). Further, the Official Liquidator proposes that the Trust Expenses and General Liquidation Expenses should be deducted on a pro rata basis from the various Trust Assets such that each asset contributes a percentage equal to the percentage of that asset of the entire group of Trust Assets.

### **Procedural Background**

6. The original Summons for this application was filed on February 26, 2020 ("**February Summons**") and concerned all of trust assets being held by PGA, i.e. assets in PGA's name and under its control which were ultimately beneficially owned by persons/entities other than PGA. The February Summons was filed as early in the liquidation process as possible, once we reviewed and investigated to determine that the Company had minimal assets to pay for Trust Expenses and General Liquidation Expenses.
7. We were given a hearing date of May 22, 2020 at which time the Honorable Justice Winder recused himself because of the involvement of Davis & Co. as the Receiver's attorneys. The Honourable Justice Mackay was appointed to deal with the portion of February Summons that concerned the Receiver and said portion was put in a new Summons was filed on the May 26, 2020 ("**May 2020 Summons**"). Justice Mackay heard that Summons on the 9<sup>th</sup> June 2020.
8. We attempted to limit our work in the liquidation process whilst we awaited the Court's decisions on whether the Receiver related assets and the other trust assets would share in the liquidation costs.
9. On August 12, 2020 a Summons was filed ("**August 2020 Summons**") dealing with the non Receiver related trust assets from the February Summons. The November 2020 Summons is an update of the August 2020 Summons given subsequent events (September 2020 Ruling) and their impact on the assets.
10. On September 17, 2020, Justice Mackay rendered her Ruling ("**September 2020 Ruling**") regarding the Receiver related assets held by PGA. She stated *inter alia*



that assets held in PGA's name and under its/my control, beneficially owned by others, are not trust assets regardless of the principles of implied, constructive and/or resulting trust. She directed that the assets relating to the Receiver be transferred to Deltec which constitutes Deltec Fund Services (administrator of the funds under the Receivership), Deltec Fund Directors Ltd. (director of the funds under Receivership) and Deltec Fund Governors Ltd. (director of the funds under Receivership). The three aforementioned Deltec companies shall hereinafter be referred to as "**Deltec**". I have since given instructions for the transfer of all the Lyford Fund Sub Fund assets under Receivership to Deltec and most of the assets are now in Deltec's possession. Further, she stated that costs follow the event and held me personally liable for the costs of the Receiver, Deltec and 1/3 of the Liquidation Committee Counsel.

**Background regarding how PGA came into possession of the Trust Assets**

11. PGA was incorporated on September 30, 2011 and was initially registered and licensed by the Securities Commission of The Bahamas ("**SCB**"). Its principal activity for the years 2012 to 2014 was providing investment advisory services and discretionary investment management services to its clients. There is now produced and shown to me a true copy of the Incorporation Certificate and SCB Certificate of Registration effective December 30, 2011 at pages 5 to 6 of Exhibit **ELR-1**.
12. On September 11, 2015 PGA's registration and licence with the SCB was upgraded and PGA was then licensed to manage securities, deal as an agent or principal, arrange and advise securities deals. PGA was effectively a broker-dealer. There is now produced and shown to me a true copy of September 11, 2015 Certificate of Registration with the SCB at page 7 of Exhibit "**ELR-1**".

13. PGA's principal activities offered to clients after September 2015 were managing securities, dealing as agent or principal, arranging deals in securities and advising on securities.
14. I believe that PGA owes fiduciary duties towards the ultimate beneficial owners of the Trust Assets and therefore these Trust Assets should pay all of the Trust Expenses associated with them and a portion of the General Liquidation Expenses. The Trust Assets are held in PGA's name and under its control, but for the benefit of PGA's clients.
15. The agreements between PGA and its clients, the beneficial owners of the Trust Assets, were similar to each other and permitted PGA to act as investment manager and either expressly or impliedly act as custodian of its clients' assets and charge and deduct monies for its services. The PGA clients who had beneficial interests in the Trust Assets signed a combination, but not all, of the following documents: an account opening application, Discretionary Management Agreement, Investment Objectives document, General Terms and Conditions and Investment Advisory Mandate. There is now produced and shown to me true copies of: an account opening application, Discretionary Management Agreement, General Terms and Conditions, Investment Objectives document, and Investment Advisory Mandate at pages 8 to 29 of **Exhibit ELR-1**.
16. PGA is currently holding all of the Trust Assets in accounts in PGA's name and under its control at either Banca CredInvest SA ("**CredInvest**"), Swissquote Bank Limited ("**Swissquote**"), CIBC Private Wealth ("**CIBC**"), and Deltec Bank & Trust Ltd ("**DBT**"). The records of these institutions reflect PGA as the account owner, there

is no reference to any of PGA's clients in their records. Since PGA is the client/customer of these institutions, these institutions only take instructions from PGA. PGA's internal records identify the clients on whose behalf PGA is holding the Trust Assets.

#### **Trust Assets held by PGA**

17. I have identified the following company assets. i.e. proprietary assets, held in the name of PGA as at the dates October 2, 2019 and September 30, 2020:

Amounts in USD	October 2, 2019	September 30, 2020
Cash	\$278,288.00	\$2,474,008.58
Office furniture, equipment and computers	15,460.00	-
Commissions receivables (includes various fees due to co.)	1,300,000.00	-
Other receivables	100,000.00	-
Prepayments and deposits	124,068.00	-
Total	\$1,817,816.00	\$2,474,008.58

18. Of the total cash balance of \$2,474,008.58 as at September 30, 2020, approximately \$2,318,518.58 relates to: a recovery holdback consisting of PGA's investment management fees, custody fees, safekeeping fees, transfer costs, other allocable custodian fees concerning the Lyford Fund Sub Funds in Receivership pre and post liquidation in the sum of \$1,950,251.90 and recovery of a net negative balance in the ALM Sub Fund in the sum of \$368,266.68. The Receiver agreed to the aforementioned holdback, subject to later review and approval by him.
19. I have identified the following Trust Assets held in in the name of PGA at Swissquote, CredInvest, CIBC and DBT which had balances as at October 31, 2019



and September 30, 2020 as setout below:

<b>Entity</b>	<b>Total as at October 31, 2019 (US\$)</b>	<b>Total as at September 30, 2020 (US\$)</b>
<b>Swissquote</b>	34,296,729	602,221
<b>CredInvest</b>	25,228,811	9,350,607
<b>DBT</b>	2,082,651	300,640
<b>CIBC PW</b>	-	2,256,199
<b>NIB</b>	32,067	-
<b>Total</b>	<b>61,640,257</b>	<b>12,509,667</b>
<b>Balance related to Lyford Fund Sub Funds</b>	<b>55,312,967</b>	<b>3,324,370</b>
<b>Balance not related to Lyford Fund Sub Funds</b>	<b>6,327,290</b>	<b>9,185,297</b>

20. It should be noted that the NIB account balance was determined to be uncollectible.
21. It should also be noted that the balance related to Lyford Fund Sub Funds as at September 30, 2020 relates to the Global Opportunities NX Sub Fund which is not in receivership and has a balance of \$3,324,370, as shown in the table above. The sub fund is excluded from our analysis and will likely be the subject of a separate application.
22. As at the September 30, 2020, approximately 21% of the assets in PGA's name were proprietary to PGA and 79% of the assets in PGA's name (as shown in the table hereinabove) were Trust Assets. The September 30, 2020 asset holdings of \$9,185,297 constitutes the Trust Assets that are the subject of the November 2020 Summons.

### **Events since the filing of the August 2020 Summons**

23. Between October 1-6, 2020, I issued instructions for the transfer to Deltec of USD26,774,966.73 of structured securities related to the sub funds in Receivership and USD26,442,545.97 of cash related to the sub funds in Receivership, pursuant to the September 2020 Ruling. As of the date of this Affidavit, most of these assets have been transferred or are in transit to Deltec.
24. We incurred liquidation costs directly related to the Lyford Fund Sub Funds in Receivership. These costs consist of costs related to the liquidator and his staff and the liquidator's legal counsel, Callenders & Co. I have complied with the September 2020 Ruling regarding not charging the costs of that application against the Lyford Fund Sub Funds in Receivership and those costs are not a part of this application.
25. Given the transfer of the Lyford Fund Sub Fund assets in Receivership, the collection of fees and overdrawn positions owed to the Company, changes with holdings, and changes in valuation, the landscape of the assets in the liquidation estate has materially changed since the August 2020 Summons. Both Trust Assets and proprietary assets have changed therefore I have instructed my Counsel to seek the withdrawal of the August 2020 Summons and ask this Honourable Court to disregard the Tenth Affidavit filed herein.

### **Preliminary review of Proof of Debt Claims submitted**

23. We received 129 completed proof of debt claims that total approximately \$12.5M. We have nearly completed the adjudication process on the claims. The general details



on the claims received are as follows:

Type of Claim	No. of Claims	Vendor and Employee Claims (USD)	Trust Claims (USD)
1). Employee	3	496,253.68	
2). Service Provider	36	1,973,432.92	
3). Client	88		10,017,398.83
	129	2,469,686.60	10,017,398.83

**PGA has insufficient proprietary assets to fund the current liquidation expenses (General Liquidation Expenses and Trust Expenses), anticipated future liquidation costs, unsecured creditor claims and unknown future liabilities.**

26. As stated and shown previously most of the assets held by PGA in PGA's name are Trust Assets.
27. PGA proprietary assets make up just 21% of the total assets held in its name. As at September 30, 2020 PGA's total proprietary assets were approximately \$2.5 million. Total submitted company vendor and employee claims are also approximately \$2.5 million.
28. As at September 30, 2020 the proprietary assets are insufficient to pay the liquidation expenses of: approximately \$1.0 million in liquidation fees (excludes fees regarding sub funds in receivership in accordance with the September 2020 Ruling); anticipated additional liquidation fees to effect the distribution process and close-out the liquidation; submitted vendor and employee claims of approximately \$2.5 million, and unknown future claims and liabilities in the liquidation.

**The Trust claims exceed the trust assets received in the liquidation.**

25. PGA's Trust Assets total approximately \$9.2 million as at September 30, 2020. PGA's trust claims submitted to the liquidator total \$10 million. In addition to the trust claims exceeding the Trust Asset total balance, it should be noted that a significant amount of the Trust Assets are illiquid or may face other recovery issues.

**Tasks performed by the Voluntary Liquidator and Official Liquidator that are solely attributable to the Trust Assets**

29. Subsequent to my appointment as Voluntary Liquidator, and including the time period since I have become the Official Liquidator, my team and I attended to certain tasks solely attributable to the Trust Assets including, some of which are set out hereinbelow:
- a. Conducted a broker statement reconciliation and review of all transactions since my appointment;
  - b. Requested and obtained, where possible, up to date statements of account from the financial institutions holding accounts for PGA;
  - c. Took necessary steps to preserve assets held in PGA's name which include assets held on trust. These steps included submitting requests to banking institutions that all cash accounts be frozen effective as at the date of appointment being October 2, 2019 and requesting that Custodians do not allow any transactions to occur with respect to securities and accounts held in the name of PGA without the Official Liquidator's authorization;
  - d. Notified all Custodians and/or Brokers retained by PGA of our appointment and requested that all transactions, pending trade orders or any other dealings with assets of PGA be frozen immediately, and that details of all assets under our

control for the benefit of PGA, or its clients or investors, be provided to us forthwith. Answered numerous queries of Non Sub Fund Trust clients;

- e. Obtained a copy of all data and information stored on PGA's computer system as at the date of appointment and reviewed system access and security measures, including limiting the access to such systems as we deemed appropriate;
  - f. Updated the Atrium Finamic System to allocated holdings across clients. The holdings of clients are held in multiple custodian accounts in the name of PGA at multiple custodians. The Atrium Finamic System is used to track and allocate all the holdings across the clients. The system is updated and reconciled monthly; and
  - g. Communicated with Callenders & Co. regarding the legal relationship between PGA and the clients associated with the Trust Assets.
30. Upon close review of PGA's internal accounting records, I found that I could not rely on PGA's records due to various inconsistencies, which required accounts to be reconciled before the Trust Assets can be returned to the clients. The process of returning clients assets to them ultimately benefits PGA clients claiming the Trust Assets.

**Tasks performed by the liquidator which benefit the Trust Assets the most, since the Trust Assets constitute 79% of the liquidation assets. If the liquidator does not attend to the mechanics of the liquidation process, then there will be nobody to identify, analyze and disburse the Trust Assets.**

31. Immediately following my appointment as Voluntary Liquidator, Intelisys and I attended the office of PGA, secured the premises, and took certain other steps including, but not limited to, the following:



- a. Advised the Director and all staff in attendance of our appointment by resolution of the shareholders and outlined our duties and powers, specifically that all management control of PGA vested in me as the Voluntary Liquidator and that no action in respect of the affairs of PGA or its assets, wherever situated, could be taken without my express permission;
- b. Arranged for the locks on the office to be changed and all access to the premises to be controlled by us;
- c. Sold PGA's furniture and moved office;
- d. Gave notice of the winding up of PGA and my appointment as Liquidator to PGA's registered office, directors, employees, professional service providers, banks, Custodians, customers, creditors, and the SCB;
- e. Took control of PGA's bank accounts, and became sole signatories thereon;
- f. Took possession of the books and records of PGA, including its manual records located at its offices and storage facilities; electronic records on the staff computers; electronic records on cloud server; scanned files and placed on our server; and engaged third party service provider to maintain cloud server access;
- g. Reviewed the staffing requirements of PGA in view of the liquidation which resulted in the termination of all staff employed by PGA as at the date of appointment and the engagement of essential staff on casual terms at rates not less than that which PGA had engaged them;
- h. Reviewed PGA's internal accounting records, which are unreliable due to various inconsistencies, and therefore we are in the process of reconciling them;

- i. Provided notice of call for Proof of Debts and reviewed and analyzed submitted Proofs of Debt;
- j. Created a website ([www.pga-liquidation.com](http://www.pga-liquidation.com)) and email address ([pgaliquidation@intelisysltd.com](mailto:pgaliquidation@intelisysltd.com)) for creditors and clients of PGA to receive communication from the Liquidator and to communicate with the Liquidator;
- k. Completed and distributed the First Interim Report to creditors and clients on 16<sup>th</sup> December 2019. The report detailed our findings based on our preliminary investigations and outlined the further work required;
- l. Scheduled and held the first meeting of creditors and clients on 16<sup>th</sup> January 2020 and
- m. Established a Liquidation Committee following a vote of the creditors and clients at the First Creditors Meeting on January 16, 2020. The Liquidation Committee has three members.
- n. Conducting the Proof of Debt adjudication process
- o. Maintaining the monthly accounting of the trust assets
- p. Reporting to all creditors
- q. Attempting to recover amounts due to the liquidation estate by debtors
- r. Investigation of events that led to insolvency, inappropriate conduct by management and the Company; and
- s. Asset recovery work related to debtors.

**The Official Liquidator's proposal of payment of liquidation costs out of the Trust Assets.**

32. The main source of funding of the Trust Expenses and General Liquidation Expenses is client assets held in trust by PGA, i.e. the Trust Assets. The vast majority of costs

incurred to date have been for the benefit of PGA's clients claiming Trust Assets since the Trust Assets constitute approximately 79% of assets in PGA's name and under its control, beneficially owned by other persons/entities.

33. As a matter of priority, my team and I have been considering how to deal with the Trust Assets in terms of completing *inter alia* identification, preservation, protection, administration and distribution.
34. By sharing the liquidation costs between the company assets, i.e. proprietary assets, and Trust Assets, the unsecured creditors will receive a more equitable share of their claims from the estate. The Trust Asset claimants will also receive a more equitable share of their claims from the estate. Substantial work has been completed to date and this work has been for the benefit of all of PGA's clients, all of which are claiming beneficial ownership of assets held in PGA's name and under its control. It is necessary, as far as possible, to ensure that the Trust Assets are assessed their fair share of the liquidation costs given that the liquidation work benefited these assets.
35. Since becoming Voluntary Liquidator and later Official Liquidator, my role has been two-fold: that of a Liquidator of an insolvent company and that of fiduciary for the assets beneficially owned by persons and entities other than PGA. As the Official Liquidator, I am responsible for all of PGA's clients and the assets held on their behalf. The time spent to date in reconciling PGA's client accounts, in various currencies stands to benefit all the clients claiming beneficial ownership of assets in PGA's name and under its control.



36. The matters outstanding to bring PGA's liquidation to a close revolve around the completion of assessments of PGA's internal records and ascertaining the client claims concerning the Trust Assets.

**The PGA Liquidation Committee ("LC") and the Creditor Claimants were informed of the Official Liquidator's intent to seek the Court's sanction of the Trust Assets, paying the Trust Expenses and General Liquidation Expenses.**

37. My General Counsel has advised that the each LC member will be served with a copy of the November 2020 Summons and Eleventh Affidavit.
38. The LC has been aware from the service of the February 2020 Summons that I am seeking to have the Trust Assets pay for the Trust Expenses and a portion of the General Liquidation Expenses.
39. The PGA creditors have also been aware of the same since my March 13, 2020 posting of the February 2020 Summons and Sixth Affidavit in the Court Documentation section of the PGA website ([www.pga-liquidation.com](http://www.pga-liquidation.com)), which is open to the public, including PGA creditors/claimants. I posted the documents so that the creditors/claimants, including persons claiming under the Non Sub fund Trust Assets, could know what was occurring in the PGA liquidation.
40. Of course, once the November 2020 Summons and Eleventh Affidavit are filed with the Supreme Court Registry, I shall post those documents in the Court Documentation section of the PGA website ([www.pga-liquidation.com](http://www.pga-liquidation.com)), which is open to the public, including persons claiming under the Non Sub fund Trust Assets.

### **Conclusion**

41. I verily believe that work done by my team and I that directly benefitted the Trust Assets should be paid by same.

42. As a result of this, the Trust Expenses and General Liquidation Expenses should be borne by both the Trust Assets and the proprietary assets of the Company. This should be done using a fair methodology so that the percentage of allocation to the Trust Assets and the proprietary assets is based on the percentage that each constitutes of the entire remaining assets in the name of the Company or otherwise as this Honourable Court deems reasonable.
43. I verily believe that PGA has insufficient assets of its own to cover the liquidation costs, i.e. the Trust Expenses and the General Liquidation Expenses.
44. I humbly request this Honourable Court grant that all Trust Expenses and an appropriate percentage of the General Liquidation Expenses be paid out of Trust Assets.
45. The contents of this Affidavit are true and correct to the best of my knowledge, information and belief.

**SWORN TO** at the City of Nassau )  
New Providence, this 6<sup>th</sup> day of )  
November, A.D., 2020 )



**BEFORE ME,**



**NOTARY PUBLIC**

**IN THE SUPREME COURT OF THE BAHAMAS**

**COMMERCIAL DIVISION**

**CAUSE NO. COM/bnk/00077 OF 2019**

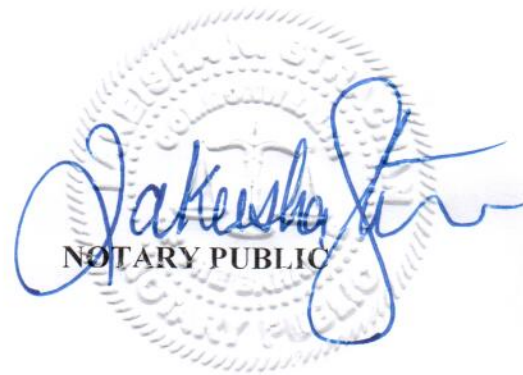
**IN THE MATTER OF THE COMPANIES ACT, 1992, CH. 308**

**AND IN THE MATTER OF PACIFICO GLOBAL ADVISORS LTD**

**C E R T I F I C A T E**

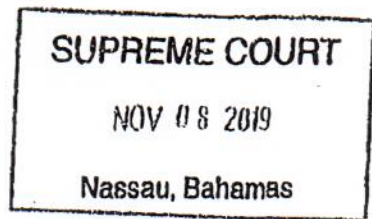
This is the **Exhibit** marked “**ELR-1**” referred to in the Affidavit of **EDMUND L. RAHMING** sworn to the 6<sup>th</sup> day of November, A.D., 2020.

**DATED** the 6<sup>th</sup> day of November, A.D., 2020.

  
**NOTARY PUBLIC**



**IN THE SUPREME COURT OF THE BAHAMAS  
COMMERCIAL DIVISION**



**CAUSE NO. COM/bnk/00077 OF 2019**

**IN THE MATTER OF THE COMPANIES ACT, 1992, CH. 308**

**AND IN THE MATTER OF PACIFICO GLOBAL ADVISORS LTD.**

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**SUPERVISION ORDER**

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**BEFORE** the Honourable Mr. Justice Ian Winder, Judge of the Supreme Court,  
in Chambers.

**UPON HEARING** Mrs. Simone Morgan-Gomez, Mrs. Courtney Pearce-Hanna  
and Ms. Philisea Bethel Counsel for Mr. Edmund Rahming of INTELISYS, 2 Caves  
Professional Center, Caves Village, West Bay Street & Blake Road, Nassau, The Bahamas  
("Voluntary Liquidator") upon his petition for an order that the liquidation of Pacifico  
Global Advisors Ltd. ("the Company") continue under the supervision of the Court and  
Messrs. Gawaine Ward and Gladstone Brown of the Securities Commission of The  
Bahamas.

**AND UPON READING** the following documents: Winding Up Petition dated 23<sup>rd</sup>  
October 2019 and filed herein on 24<sup>th</sup> October 2019; Summons for Directions dated 23<sup>rd</sup>  
October 2019 and filed herein on 4<sup>th</sup> October 2019; First Affidavit of Edmund Rahming:  
in Support of Winding Up Petition sworn 23<sup>rd</sup> October 2019 and filed herein on 24<sup>th</sup>  
October 2019; Second Affidavit of Edmund Rahming: Regarding Acceptance of

Appointment as Official Liquidator sworn 23<sup>rd</sup> October 2019 and filed herein on 24<sup>th</sup> October 2019 and Certificate of Urgency dated 24<sup>th</sup> October 2019 and filed herein on 25<sup>th</sup> October 2019.

**AND UPON THE COURT BEING SATISFIED** that the Voluntary Liquidator is a qualified insolvency practitioner.

**IT IS HEREBY ORDERED THAT:**

1. The liquidation of the Company be continued under the supervision of the Court.
2. The commencement date of the liquidation herein is 2<sup>nd</sup> October 2019.
3. Mr. Edmund Rahming, Chartered Accountant and Managing Director in the accountancy and asset recovery services company of Intelisys Ltd., situate at 2 Caves Professional Center, Caves Village, West Bay Street & Blake Road, Nassau, The Bahamas be appointed as the Official Liquidator of the Company.
4. The company INTELISYS of 2 Caves Professional Center, Caves Village, West Bay Street & Blake Road, Nassau, The Bahamas be appointed to provide back office support services to the Company.
5. The law firm of Callenders & Co. of No.1 Millars Court, Nassau, The Bahamas be appointed to provide which will provide general counsel legal services.
6. All costs incurred by Mr. Rahming and his advisors to date shall be costs in the liquidation.

7. The Official Liquidator of the Company has liberty to apply.

**DATED the 28<sup>th</sup> day of October, A.D., 2019.**

**FILED the 28<sup>th</sup> day of November, A.D., 2019.**

**BY ORDER OF THE COURT**

**REGISTRAR**

This Order was filed by **CALLENDERS & CO.**, of No. 1 Millars Court, Nassau, N.P.  
Attorneys for the Official Liquidator.



IN THE SUPREME COURT OF THE  
BAHAMAS

COMMERCIAL DIVISION

IN THE MATTER OF THE  
COMPANIES ACT, 1992, CH. 308

AND IN THE MATTER OF PACIFICO  
GLOBAL ADVISORS LTD.

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**SUPERVISION ORDER**

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2019

COM/bnk/00077

*Callenders & Co.*  
**CALLENDERS & CO.**

Chambers  
One Millars Court  
Nassau, N.P., The Bahamas

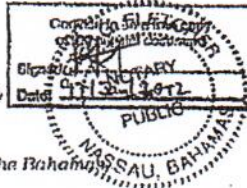
**Attorneys for the Official Liquidator**

*SAM-G/PB/25078.0001*



No. 60146 C

*Commonwealth of The Bahamas*  
THE COMPANIES ACT 1992  
*Certificate of Incorporation*



I, JACINDA P. BUTLER, Registrar General for The Commonwealth of The Bahamas

do hereby certify that a Memorandum of Association of

PACIFICO GLOBAL ADVISORS LTD.

has this day been registered in my office under the provisions of the Companies Act 1992. Whereby the said Parties have become and are an incorporated Company under the name and style of

PACIFICO GLOBAL ADVISORS LTD.

And I further certify that the Liability of the said Company is Limited.

Given under my hand and seal of office at the City of Nassau the 30th day of September, 2011.

Given under my hand and seal  
At Nassau in the Commonwealth  
of The Bahamas.

A notarial seal: UQ568JVI



Registrar General



SIA-F113

**SECURITIES COMMISSION OF THE BAHAMAS**  
**CERTIFICATE OF REGISTRATION**

Pursuant to Part VI Section 69(1) of the Securities Industry Act, 2011 and Part VI of the Securities Industry Regulations, 2012.

**Pacifico Global Advisors Ltd.**

(Previously licensed under Section 22 of the Securities Industry Act, 1998 on the 4<sup>th</sup> day of May, 2010)

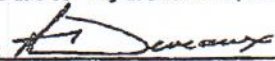
Is hereby registered as a Firm

Managing Securities

to carry on securities activities in and from the Commonwealth of The Bahamas, subject to the terms and conditions specified in the Securities Industry Act, 2011 and the Securities Industry Regulations, 2012.

Effective this 30<sup>th</sup> day of December, 2011

Signed:

  
Executive Director





SIA-F113

**SECURITIES COMMISSION OF THE BAHAMAS**  
**CERTIFICATE OF REGISTRATION**

Pursuant to Part VI Section 69(1) of the Securities Industry Act, 2011 and Part VI of the Securities Industry Regulations, 2012.

**Pacifico Global Advisors Ltd.**

(Previously licensed under Section 22 of the Securities Industry Act, 1999 on the 4<sup>th</sup> day of May, 2010).

is hereby registered as a Firm

**Managing Securities** (as at 30<sup>th</sup> day of December, 2011)

**Dealing as Agent or Principal**

**Arranging Deals in Securities**

**Advising on Securities**

to carry on securities activities in and from the Commonwealth of The Bahamas, subject to the terms and conditions specified in the Securities Industry Act, 2011 and the Securities Industry Regulations, 2012.

Effective this 11<sup>th</sup> day of September, 2015

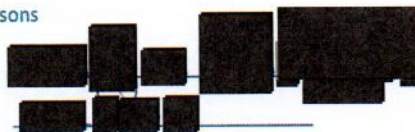
Signed: Chik R  
Executive Director



Account Application Natural Persons

Account Name/ Pseudonym:

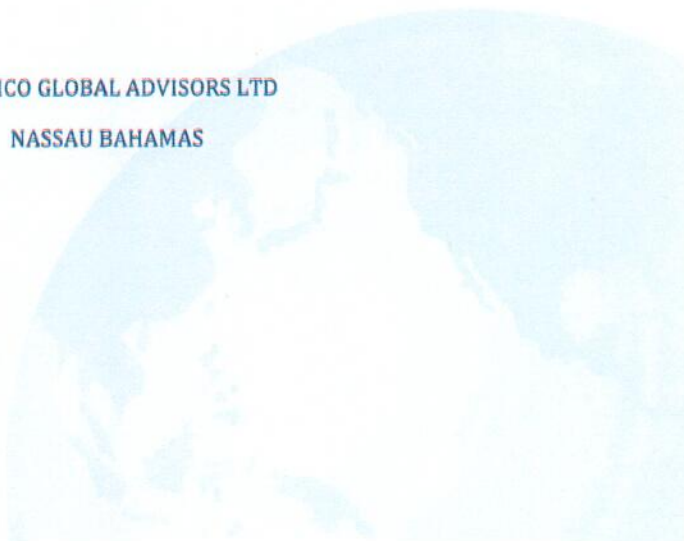
Account Number:



## Account Application Natural Persons

PACIFICO GLOBAL ADVISORS LTD

NASSAU BAHAMAS





**Client Profile Personal Details**

Family Name [REDACTED]

First Name: [REDACTED] Middle Name: [REDACTED]

Date of Birth [REDACTED]

Country & Place of Birth: [REDACTED]

Nationality [REDACTED]

Address [REDACTED]

Identification Type ☒ Passport ☐ National ID Card

Identification Number [REDACTED]

Date of Issue and Date of Expiration [REDACTED]

**Employment Information**

☐ Employed ☒ Self Employed

Occupation: [REDACTED] Name of Employer: [REDACTED]

Employer Address: [REDACTED]

Description / Nature of Business: [REDACTED]

Estimated Net Worth

[REDACTED]

**PEP Status**

☐ Yes ☒ No

**CONTACT INFORMATION:**

Home Telephone: [REDACTED] Work Telephone [REDACTED]

Cell: [REDACTED] Email Address: [REDACTED]

(Repeat Forms as Necessary)

[REDACTED]





**Purpose of Account:**

☐ Wealth Management ☐ Other (describe) \_\_\_\_\_

**Source of Funds / Wealth:**

a. What activities generated the funds initially deposited with the custodian?

☐ Employment ☒ Investment \_\_\_\_\_

☐ Other (describe) \_\_\_\_\_

From which institution will the account be funded \_\_\_\_\_

**Reference Currency:** ☐ EUR ☒ USD ☐ CHF ☐ GBP ☐ (other) \_\_\_\_\_

☒ Discretionary Mandate ☒ Advisory Mandate

**Investment Profile**

☐ Income ☐ Income IFL ☐ \_\_\_\_\_

☐ Conservative ☐ Conservative IFL ☐ Restrictions \_\_\_\_\_

☒ Balanced ☐ Balanced IFL \_\_\_\_\_

☐ Aggressive ☐ Flexible IFL \_\_\_\_\_

**Expected Activity:**

Expected Annual Volume	< 100,000	100,000-600,000	600,000-1,200,000	> 1,200,000
Cash	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Securities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How many orders per annum	< 5	5-10	10-20	> 20
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The signatures appearing below shall be valid until express revocation is received in writing

**AUTHORIZED SIGNATORIES**

Name	Single or Jointly	Signature Specimen



**Affirmation of Client Information**

I/we confirm that the above information is true and correct. I/we also confirm that I/we authorize PGA to open the said account. I/ we thereby accept all said general terms and conditions of PGA.

[REDACTED]  
\_\_\_\_\_  
Client(s) Signature (s)

[REDACTED]  
\_\_\_\_\_  
Date

**INTERNAL ONLY**

**Additional Details:**

How did Pacifico meet the Client?

☐ Referral

☐ Acquaintance

☒ Existing Relationship

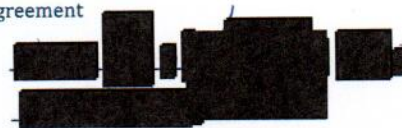
☐ Other \_\_\_\_\_



Discretionary Management Agreement

Account Name/Pseudonym:

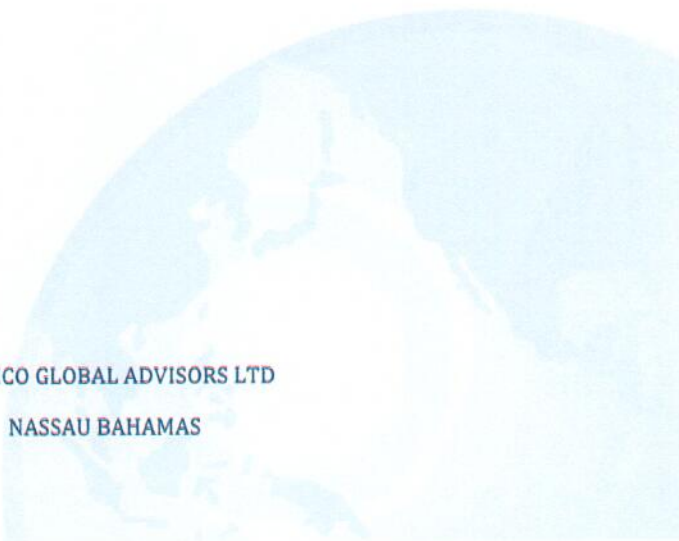
Account Number:



# Discretionary Management Agreement

PACIFICO GLOBAL ADVISORS LTD

NASSAU BAHAMAS







Name(s): [REDACTED]  
(hereinafter referred to as "the Client")

instructs Pacifico Global Advisors Ltd.

(hereinafter referred to as "the Manager")  
To manage the assets deposited with [REDACTED]

(hereinafter referred to as "the Bank").

Art. 1: Subject

This agreement authorises the Manager to carry out any investment in the banking field, at his sole discretion, for the account and risk of the Client. The Manager shall act within the parameters of the attached investment objectives agreement.

Except as otherwise indicated by the Client, the Manager:

- may sell all assets deposited with the Bank at the time this agreement is made;
- may buy or sell any financial instruments under this agreement; the Client undertakes to notify the Manager promptly of any restriction or prohibition to deal in any financial instruments.

The Manager may pledge the assets in the account to the Bank for the purposes of managing the portfolio.

The Manager may not withdraw assets from the Client's account except for its fees.

Art. 2: Obligations of the Client

The Client undertakes to inform the Manager of any change in his financial profile or any other circumstances likely to alter the investment policy being followed.

The Client undertakes to examine promptly all transactions executed by the Manager when carrying out its mandate. Where he considers that transactions:

- do not meet his investment objectives
- are not covered by this Agreement,
- are inappropriate,
- are not compatible with the Manager's duties and responsibilities

the Client undertakes to notify the Manager immediately, failing which the transactions concerned will be deemed to have been approved and confirmed by the Client. If there is no reaction from the Client, the Manager may assume that the policy being followed is in line with the Client's objectives.

The Client will send all communications concerning this Agreement and/or any resulting actions to the Manager in writing, and it is understood that the Client will bear all risks incurred by such communication.

Art. 3: Responsibility of the Manager

The Manager shall not incur any liability to the Client except in the event of serious misconduct or gross negligence. The Manager shall not be liable for any failure on the part of the Bank to follow his instructions.



Art. 4: Obligation to provide accounts

The Manager will make available to the Client statements and valuations of his assets produced by the Bank at the frequency determined by the Client when the account is opened. Performance reports produced by the Bank in the base currency selected by the Client will be submitted to the Client on request.

The Client confirms that if he requires further explanation in addition to that provided in the statements and valuations, he will request them from the Manager.

Art. 5: Fees

The Client undertakes to pay and authorises the Manager to charge fees: [REDACTED]

Management Fees

Fees are payable in advance at the beginning of each calendar quarter. They are based on the value of the assets as at the preceding 31 March, 30 June, 30 September and 31 December. If the Discretionary Management Agreement begins in the course of a quarter, current quarterly fees will be pro-rated applying the formula: (annual management fee)/365\*(remaining days to the end of the quarter). Pacifico will debit the Client's account at the beginning of the next quarter.

Administration fees

Administration fees are linked to Client's specific requests or needs outside of ordinary asset-management. Such fees will be invoiced separately.

The fees listed above do not include the Bank's and/or third party's charges (such as brokerage, commissions, safekeeping or any other charges related to investments), taxes, VAT fees or other stamp duties that may be due.

The Manager may amend the above conditions upon 30 days' advance notice to the Client.

In the event the Client terminates the Discretionary Management Agreement, the fees for the current quarter shall remain due.

Art. 6: Retrocessions

In addition to its management fee, the Manager may receive retrocessions from the custodian bank or other third parties which will form an integral part of its remuneration, based both on the volume of transactions and on the amount of assets. The Manager undertakes to advise the Client at his request of the amount thus received, or alternatively of the terms and conditions negotiated. Any request by the Client must be made within a maximum of six months from the end of the calendar year during which the retrocessions are received. Any request after that deadline will be considered as being late. The Client agrees to the above.

Art. 7: Conflicts of interest

The Manager's business strategy involves the selection of certain counterparties and the free choice of investment instruments based on its analysis of the markets. The Manager may select products in which it has an economic interest without being prejudicial to the Client's interest.

Art. 8: Termination

Either party may terminate this Agreement at any time. The Agreement shall not be terminated on the Client's death, civil incapacity or insolvency.

In the event of termination of the Agreement, the Client must cover all opened positions created by the Manager.



Art. 9: Correspondence

Without any other instruction from the Client all bank correspondence will be held by the bank (hold mail).

Art. 10: Applicable law and jurisdiction

All relations between the Client and the Manager shall be governed by Bahamian law; any litigation shall be submitted to the courts of the Commonwealth of the Bahamas.

Date: [REDACTED]

The Client:

[REDACTED]

The Manager:

[REDACTED]





General Terms and Conditions

Account Name/ Pseudonym:

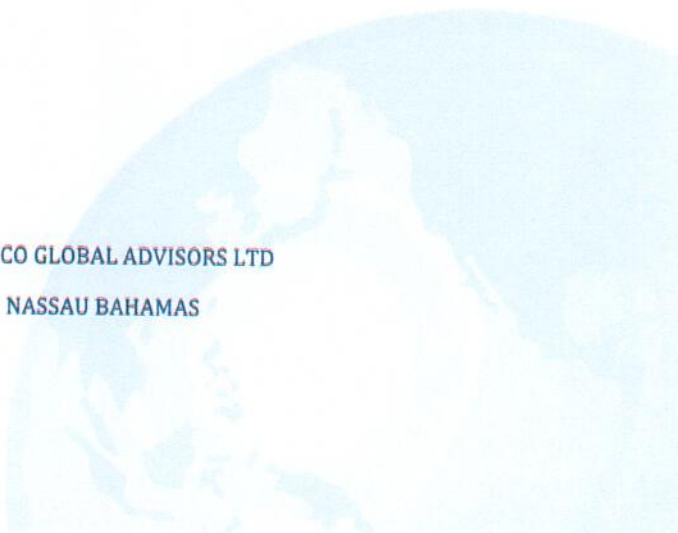
Account Number:



## General Terms and Conditions

PACIFICO GLOBAL ADVISORS LTD

NASSAU BAHAMAS





1. All of the information, declarations, representations and warranties provided to Pacifico Global Advisors Ltd. ("PGA") are true and correct and the client ("Client") agrees to notify PGA in writing immediately of any changes. The Client acknowledges and agrees that PGA shall not be responsible for any loss or damage suffered by the Client as a result of any information, declaration, representation or warranty being inaccurate or incomplete in any way and shall release and indemnify PGA in full against any claim, liability, fee, cost, harm, demand, action or proceeding which may be made against PGA its employees, governing bodies and agents and/or damage, liability, loss and expense (including financial sanctions, fines, legal costs or lawyer's fees) which PGA may incur or suffer directly or indirectly in acting or relying upon any such information, declaration, representation or warranty.
2. The Client confirms that he has read and understood the agreements he has entered into with PGA and he agrees to be bound by the same, as modified, amended, and in force from time-to-time. The Client acknowledges that PGA reserves the right to amend the Account Application form, the Discretionary Mandate Agreement, the Tax Related Declarations form and these General Terms and Conditions from time-to-time at PGA's sole discretion, without the consent of the Client and where necessary, to request additional information or documentation from the Client.
3. The Client understands that the completion of the Account Application does not indicate the acceptance of same by PGA. The Client understands that he will be advised from his asset manager whether his Account Application has been successful or otherwise when PGA has concluded all necessary checks and reviews. No account will be opened by PGA until and unless PGA is in receipt of all documents that it requires from the Client and is satisfied of the identity of each beneficial owner, authorized signatory or attorney/agent.
4. The Client hereby authorizes PGA to accept any instruction which he may decide to transmit to PGA, for the sake of speed, by telephone, telefax or any other means of telecommunication including email and to execute said instructions without waiting for written confirmation, which shall be provided either at first demand of PGA. The Client confirms that he shall bear all the risks associated with this procedure particularly as regards transmission errors, misunderstandings, mutilations, delays, losses or improper use by third parties (including but not limited to fraud) and gives full discharge to PGA, which within the limits imposed by the law shall not be liable. PGA shall not be liable for any damage sustained by the Client or his rightful beneficiaries. The undersigned acknowledges that PGA is under no obligation to verify the authenticity or otherwise of the email address provided by the Client to PGA and /or verify that instructions communicated to PGA by email from the Client's email address are in fact being sent by the Client. Should the need arise, the Client undertakes to act as a guarantor for PGA and to answer for any claims which may be made against PGA by any party whatsoever as a result of this authorization. The present undertaking shall also be valid for and with regard to orders given by persons duly authorized as Attorneys (either currently or in the future). PGA may require that the person(s) sending the order furnishes proof of his/ their identity. It shall incur no liability for refusing to execute orders from a person whose identity could not, in PGA's opinion, be clearly established.
5. During the contractual relationship with PGA the Client undertakes to inform PGA at his own initiative and with the thirty (30) days of any change in circumstances, which modifies his status as a "Non -U.S. Person" causes him to acquire the status of a "U.S. Person" under applicable U.S. Tax regulations. The Client certifies that (i) if necessary, he has taken appropriate tax advice in the U.S. and in his country of residence on the issues covered herein in particular, in order to be able to confirm that he meets the conditions allowing him to claim Treaty benefits and (ii) to the best of his knowledge and belief, the information provided by him is true, correct and complete.
6. PGA has the liberty to close the Client's facility at any time by giving at least 30 days' notice. However, in limited circumstances, to be determined in PGA's sole discretion, PGA reserves the right to close the account without giving any prior notice.
7. The Client shall be liable to pay all charges, fees, interest, costs wherever applicable, which PGA may levy with respect to the account or any transaction or services rendered and the same may be recovered by PGA by a